

Tab 11

## Philip Gennis

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**From:** Rachelle Moncur <moncur@gsnh.com>  
**Sent:** September 16, 2021 6:51 PM  
**To:** Goldstein Grubner  
**Cc:** Isaac Grubner; Brendan Bissell; Philip Gennis  
**Subject:** Bless Hui

Marsha,

Further to your email exchange with our office on September 10th (and subsequent discussions on September 13th) we are writing to confirm the Receiver's position with respect to the Bless Hui transaction.

Your clients are in breach of the Asset Purchase Agreement dated June 14, 2021 (the "APA") and the APA is, therefore, terminated. The Receiver delivered all items that it is required to deliver under the APA, with the exception of the Receiver's certificate (which can only be issued once your client has completed all of its obligations).

Your client has failed to deliver the balance of the purchase price with respect to this transaction. The balance of the purchase price was due on the closing date (September 10th).

In addition, your client has, on more than one occasion, attempted to unilaterally modify the conditions to closing.

By way of example, on August 24th your office requested that the purchaser meet with pharmacy staff "before a deal is firm" in order to have a better understanding of the workflow and operation of the pharmacy. This was not a condition of closing under the APA.

On August 26th you advised that your client was prepared to proceed with this transaction provided that the closing date be extended to September 10th. The Receiver agreed to this extension on the basis that the purchaser has waived all conditions. By way of email on August 27th you confirmed that the closing date for this transaction would be September 10th.

On August 27th you again attempted to add additional conditions of closing including a meeting with the designated manager of the pharmacy. This was also not a condition of closing.

After further exchange of correspondence, you advised on September 10th (at almost the close of the business day) that your client would not be proceeding with the Bless Hui transaction. For clarification, you also simultaneously advised at that your client would only close the River Hill transaction on the condition that the parties execute a mutual release in respect of the Bless Hui transaction and a return of their deposit. The attempt to link the two transactions was not only inappropriate, but was not a condition of closing.

Under the express terms of the APA, the Purchaser is only entitled to a return of its deposit in the event that the closing fails to occur for a reason OTHER THAN a breach by the purchaser. It is clear that the closing of the Bless Hui transaction has failed solely as a result of the actions of your client. Accordingly, your client is not entitled to a return of the deposit.

In addition, section 2.4(b)(ii) of the APA expressly states that in the event the closing fails to occur as a result of the breach of the purchaser of its obligations under the APA, then the Receiver is entitled to retain the deposit as liquidated damages and, in addition, shall be entitled to pursue all of its other rights and remedies against the purchaser. This includes a claim against your client for any shortfall and other losses to the estate in connection with all steps to sell the Bless Hui assets to another purchaser. The Receiver expressly reserves its right to do so.

Without prejudice to the foregoing, the Receiver would still be prepared to allow your clients until September 24th to close this transaction on the terms noted in Brendan Bissell's email to you of September 10th. If your clients wish

to do so, please advise forthwith and, in any event, no later than 4:00pm on Friday September 17th. After 4:00 pm on September 17th, the Receiver will be taking steps to remarket the pharmacy.

Regards,

Rachelle F. Moncur

Goldman Sloan Nash & Haber LLP  
Suite 1600 | 480 University Avenue | Toronto ON | M5G 1V2

Direct: 416 597 7873 | Fax: 416 597 3370 | [www.gsnh.com](http://www.gsnh.com)

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Tab 12



**LEASE AGREEMENT AT 11- 280 WEST BEAVER CREEK ROAD**

1. **DATE: AUGUST 27, 2020**
2. **PARTIES OF THE AGREEMENT:**
  - a. **PARTIES OF THE FIRST PART**
    - i. **JUBILEE MEDICAL PHARMA INC.**
  - b. **PARTIES OF THE SECOND PART**
    - i. **JUBILEE PROPERTY INVESTORS INC.**
3. **PURPOSE OF THE AGREEMENT: THE PARTIES WISH TO DESIGNATE A RENTAL SPACE FOR THE LEASE OF A PHARMACY.**
4. **TERMS OF THE AGREEMENT: THE INITIAL TERM WILL BE (10) TEN YEARS WITH AUTOMATIC 3 (10) TEN YEAR RENEWALS. IF TENANT WOULD NOT LIKE TO RENEW, MUST NOTIFY THE LANDLORD 3 MONTHS PRIOR TO NEXT RENEWAL.**
5. **TERMINATION OF THE AGREEMENT:**
  - a. **BY THE COLLECTIVE AGREEMENT OF BOTH PARTIES, AT ANY TIME AFTER 20 YEARS.**
6. **ASSIGNMENT OF LEASE:**
  - a. **TENANT CAN ASSIGN LEASE WITHOUT LANDLORD CONSENT. MUST NOTIFY LANDLORD OF ASSIGNMENT UP TO A MAXIMUM OF 60 DAYS AFTER THE CLOSING.**
7. **THE PARTIES OF THE FIRST AGREE:**
  - a. **ON A BEST EFFORT BASES PROMOTE THE USE OF THE PHARMACY BY ALL PLAZA CLIENTS.**
8. **THE PARTY OF THE SECOND PART AGREES:**
  - a. **AS A MINIMUM TO OPEN THE PHARMACY MONDAY THROUGH FRIDAY EXCEPT FOR HOLIDAYS OR SPECIAL SALUTATIONS AS AGREED TO WITH THE PARTIES OF THE FIRST PART**
  - b. **TO BE RESPONSIBLE FOR:**
    - i. **THE COST OF UPGRADING THE SPACE DEFINED AS NEEDED INCLUDING BUT NOT LIMITED TO, PLUMBING, ELECTRICAL WORK, A STAFF WASH ROOM, OFFICE, COUNTERS, PARTITIONS, SHELVES, STORAGE UNITY, LIGHTING NEEDS AND THE SECURITY OF SHELVING NEEDS.**
    - ii. **INSTALLING AN ALARM SYSTEM FOR PHARMACY AND ENTIRE HEALTH CENTRE.**

- iii. TELEPHONE AND DATA LINK SYSTEMS, CAPITAL AND OPERATING COSTS INCLUDING INSTALLATION AND REMOVAL COST.
- iv. CLEANING SERVICES TO BE PROVIDED BY OWNER

9. RENT: TO BE PAID MONTHLY. FIRST PAYMENT DUE 30 DAYS BEFORE TAKING POSSESSION.

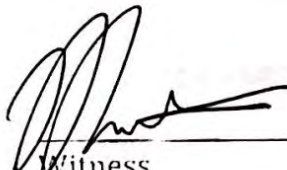
i. GROSS LEASE COLLECTED TO BE \$1,450/MONTH PLUS HST


10. GENERAL TERMS:

- a. POSSESSION OF THE AREA TO BE AUGUST 27, 2020.
- b. DEFINITION OF SPACE: PHARMACY & REAR CLINIC SPACE 790 SQ. FT.

**IN WITNESS WHEREOF the parties hereto have executed these presents as of this 27 day of August, 2020**

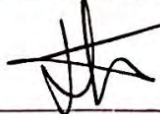
**SIGNED, SEALED AND DELIVERED**  
**in the presence of**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
GEORGE CHAN  
Jubilee Medical Pharma Inc.  
I have authority to bind the corporation

  
\_\_\_\_\_  
JOHN GERGES

JUBILEE PROPERTY INVESTORS INC.

  
\_\_\_\_\_  
Per: \_\_\_\_\_  
Name: John Gerges  
Title: President  
I have authority to bind the corporation

# Tab 13

## AGREEMENT OF PURCHASE AND SALE

(280 WEST BEAVER CREEK RD., UNIT 11, RICHMOND HILL, ONTARIO)

THIS AGREEMENT dated as of the 10th day of September, 2021,

BETWEEN:

**MSI SPERGEL INC.**, solely in its capacity as Court-appointed receiver of **JUBILEE PROPERTY INVESTMENTS INC.** and not in its personal or corporate capacity and without personal or corporate liability

(the “**Vendor**” or “**Receiver**”)

OF THE FIRST PART

- and -

**George Chan**, in trust for a company to incorporated and without personal liability

(the “**Purchaser**”)

OF THE SECOND PART

**IN CONSIDERATION** of the mutual agreements contained in this Agreement, the sufficiency of which is acknowledged by each of the Vendor and the Purchaser, the Vendor and the Purchaser agree as follows:

### 1. **DEFINITIONS**

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) “**Act**” means, for purposes of Section 16 hereof only, the *Excise Tax Act* (Canada);
- (b) “**Agreement**” means this agreement of purchase and sale executed by the Purchaser and accepted by the Vendor, together with the attached schedules;
- (c) “**Approval and Vesting Order**” shall have the meaning ascribed thereto in Section 13(a) hereof;
- (d) “**Buildings**” means the buildings, improvements, installations and fixtures of every nature and kind situate in, on and/or over the Lands;



- (e) **"Business Day"** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- (f) **"Claims"** means security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, writs of seizure and sale, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;
- (g) **"Closing"** shall have the meaning ascribed thereto in Section 6 hereof;
- (h) **"Condominium Corporation"** shall mean York Region Condominium Corporation No. 844;
- (i) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (j) **"Court Order"** means the Amended and Restated order of the Honourable Justice Cavanagh dated the 3rd day of February, 2021, whereby the Vendor was appointed receiver, inter alia of Jubilee Property Investments Inc., and was given authority to sell, convey, transfer, lease or assign the Lands or any part or parts thereof, a copy of which order is attached as Schedule "A";
- (k) **"Damages"** shall have the meaning ascribed thereto in Section **Error! Reference source not found.** hereof;
- (l) **"Closing Date"** shall have the meaning ascribed thereto in Section 6 hereof;
- (m) **"Deposit"** shall have the meaning ascribed thereto in Section 3(a) hereof;
- (n) **"DRA"** shall have the meaning ascribed thereto in Section 7(a)(i) hereof;
- (o) **"Environmental Law"** means any and all federal, provincial and municipal statutes, regulations, orders, judgments, directives and authorizations relating to the environment, occupational health and safety, health protection and/or Hazardous Materials;
- (p) **"Government Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- (q) **"Hazardous Materials"** means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, material harm or degradation to the natural environment or risk to human health, whether or not such contaminants,

pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and shall include all "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal statutes, regulations, orders, judgments, directives and/or authorizations relating to the environment, occupational health and safety and/or health protection (including, without limitation, material quantities of asbestos, urea formaldehyde foam insulation and mono-chlorinated or poly-chlorinated biphenyl wastes);

- (r) **"HST"** shall have the meaning ascribed thereto in Section 16(a) hereof;
- (s) **"Lands"** means the lands and premises legally described in Schedule "B" hereof, of which the Vendor intends to sell to the Purchaser together with all easements, rights-of-way, privileges and appurtenances attaching thereto and enuring to the benefit thereof;
- (t) **"Material Damage"** shall have the meaning ascribed thereto in Section 8 hereof;
- (u) **"Permitted Encumbrances"** means the encumbrances listed in Schedule "C" hereof;
- (v) **"Purchase Price"** shall have the meaning ascribed thereto in Section 3 hereof;
- (w) **"Purchased Assets"** means the Lands, Buildings and all Rights relating thereto, but expressly excluding all personal property located or situate therein;
- (x) **"Purchaser"** has the meaning given in the Party of the Second Part.
- (y) **"Purchaser's Solicitors"** means WeirFoulds LLP, attention: Patrick Nugent, or such other firm as the Purchaser shall appoint from time to time;
- (z) **"Registry Office"** shall have the meaning ascribed thereto in Section 7(a) hereof;
- (aa) **"Rights"** means all right, title and interest, if any, of Jubilee Property Investments Inc. in all benefits, advantages, licences, guarantees, warranties, indemnities, income, rents and options relating to the Lands and/or Buildings, to the extent that they are assignable without third party consent;
- (bb) **"Status Certificate"** means the documents issued by the Condominium Corporation with respect to the Purchased Assets, including the Status

Certificate for the Lands, the Condominium Declaration, the By-laws the Rules and the Financial Statements.;

- (cc) **"TERS"** shall have the meaning ascribed thereto in Section 7(a) hereof;
- (dd) **"Vendor"** means msi Spergel inc., solely in its capacity as Court-appointed receiver of Jubilee Property Investments Inc., and not in its personal or corporate capacity and without personal or corporate liability;
- (ee) **"Vendor's Deliveries"** shall have the meaning ascribed thereto in Section 5 hereof; and
- (ff) **"Vendor's Solicitors"** means the firm of Goldman, Sloan, Nash and Haber, 480 University Avenue, Suite 1600, Toronto, ON M5G 1V2.

## 2. **NATURE OF TRANSACTION**

The Purchaser shall purchase and the Vendor shall sell the Purchased Assets, upon and subject to the terms of this Agreement.

## 3. **PURCHASE PRICE**

The aggregate purchase price (the **"Purchase Price"**) for the Purchased Assets shall be the sum of [REDACTED] The Purchase Price shall be paid, accounted for and satisfied as follows:

- (a) Deposit: by the Purchaser delivering to the Vendor within two (2) Business Days following execution of this Agreement by both parties hereto, [REDACTED] (the **"Deposit"**), by way of certified cheque or wire transfer drawn upon one of Canada's five (5) largest chartered banks, which sum shall be held by the Vendor, in trust, as a deposit pending Closing or termination of this Agreement; subject only to the terms of this Agreement, the Deposit shall be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement; in the event that this Agreement is terminated for any reason other than the default of the Purchaser, the Deposit shall be returned to the Purchaser forthwith, without interest or deduction; and
- (b) Balance Due at Closing: the balance of the Purchase Price, net of the Deposit and subject to the adjustments expressly set out in this Agreement, by payment at Closing to the Vendor (or as the Vendor may otherwise direct in writing) by way of wire transfer from one of Canada's five (5) largest chartered banks.

The Vendor and the Purchaser acknowledge and agree that they shall each make their own allocations of the Purchase Price between the Purchased Assets for the purposes of the *Income Tax Act* (Canada), acting reasonably, and all filings in connection therewith.

4. **CLOSING AND POST-CLOSING ADJUSTMENTS**

- (a) Closing Adjustments: Adjustment shall be made, as of 12:01 a.m. on the Closing Date, for those adjustment established by usual practice in the relevant municipal area for the purchase and sale of similar properties , including condominium common expenses, realty taxes, local improvement rates, municipal/provincial levies and charges, water and assessment rates and utilities, provided that the aforementioned items form a lien on title or are not vested out by the Approval and Vesting Order. The Closing Date shall be for the account of the Purchaser, both as to income and expense.

5. **TERMS OF PURCHASE**

- (a) “As Is, Where Is”: The Purchaser acknowledges that the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an “as is, where is” basis subject to all defects, conditions, impediments, Hazardous Materials and other deficiencies which may exist on the Closing Date including, without limitation, all latent and all patent defects in the Purchased Assets and such additional defects which may be revealed in the Vendor’s Deliveries. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser shall have conducted such inspections of the condition and title to the Purchased Assets and its lawful use, as it deems appropriate and shall have satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose or use, the existence or non-existence of Hazardous Materials, compliance with any or all Environmental Law, income, merchantability, physical condition, quality, lawful use and in respect of all other matters or thing whatsoever concerning the Purchased Assets, and the right of the Vendor to sell same, save and except as otherwise expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or pursuant to any other applicable law shall not apply to this Agreement and/or the transaction contemplated hereunder and are hereby waived by the Purchaser. All material, documentation, information, data and descriptions of and/or in regard to the Purchased Assets contained in this Agreement and/or supplied by the Vendor, its employees, agents, contractors and/or representatives, are for the purposes of reference and/or identification only, and no representation, warranty or condition has or will be given by the Vendor concerning the accuracy thereof and the Purchaser acknowledges and agrees that it has not placed any reliance thereon but rather has assumed all risk in regard thereto. If the Closing occurs, then the Purchaser shall be deemed to have assumed any and all risks relating to the condition of the Purchased Assets which existed on or prior to the Closing Date. Neither the Purchaser nor any



permitted occupant of the Lands shall have any recourse to the Vendor as a result of the nature or condition of the Purchased Assets.

- (b) No Representations or Warranties: Without limiting the generality of the foregoing, the Purchaser further acknowledges that the Vendor has made no representation or warranty with respect to or in any way relating to the Purchased Assets including the following:
- (i) the existence, validity, terms and conditions of any licenses, permits, consents or other regulatory approvals relating to or in any way connected with the Purchased Assets or any matter or thing arising out of or in any way connected therewith;
  - (ii) the conformity of the Lands to past, current and future applicable zoning or building code requirements;
  - (iii) the existence of soil instability, past soil repairs, soil additions and/or conditions of soil fill;
  - (iv) the sufficiency of any drainage;
  - (v) whether the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area;
  - (vi) the existence or non-existence of underground storage tanks;
  - (vii) any other matter affecting the stability or integrity of the Lands;
  - (viii) the availability of public utilities and services for the Lands;
  - (ix) the sufficiency and adequacy of all wells and water supply for irrigation or any other purpose;
  - (x) the existence of zoning or building entitlements affecting the Lands;
  - (xi) whether any fixtures attaching to the Lands are owned or rented; and
  - (xii) that keys or passcodes for the Buildings shall be available on the Closing Date or immediately thereafter.
- (c) Existing Leases: The Purchaser agrees to assume all existing leases and occupancy agreements affecting the Lands, if any, on Closing.

## 6. **CLOSING DATE**

Subject to the provisions of Sections 11 and 12 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as (“**Closing**”) on the day which is the earlier of (i) twenty (20) Business Days following the date upon which the Vendor obtains the Approval and Vesting Order; or (ii) 75 days after

mutual acceptance of this Agreement (the “**Closing Date**”). Notwithstanding the forgoing, in the event the Vendor has not obtained the Approval and Vesting Order within 75 days from the date of execution of this Agreement then the Purchaser, on written notice to the Vendor on or before the Closing Date shall have the option, in its sole, absolute and unfettered discretion to either extend the Closing Date for a further 75 days, or to terminate this Agreement (the “**Closing Extension Period**”). In the event that the Vendor has been unable to obtain the Approval and Vesting during the Closing Extension Period, then at the end of such Closing Extension Period provided that the Vendor and the Purchaser mutually agree each in their sole absolute and unfettered discretion the Closing Date may be extended for an additional Closing Extension Period, or this Agreement shall be terminated and so on, from time to time. In the event the Purchaser or the Vendor, as the case may be, elects to terminate this Agreement in accordance with the provisions of this Section on the Closing Date or at the end of any Closing Extension Period, the Deposit shall be returned to the Purchaser without set-off or deduction and the Vendor and the Purchaser shall have no further obligations or liabilities to each other under this Agreement.

## 7. **ELECTRONIC REGISTRATION**

- (a) In the event that the electronic registration system (“**TERS**”) is operative in the relevant land registry office (the “**Registry Office**”), the following provisions shall apply:
  - (i) The Purchaser shall be obliged to retain a firm of solicitors who is both an authorized TERS user and is in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction and shall authorize such solicitors to enter into a document registration agreement with the Vendor’s Solicitors in the form adopted by the joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 (the “**DRA**”), establishing the escrow and registration procedures for completing this transaction.
- (b) If through no fault of the Purchaser’s Solicitors or the Vendor’s Solicitors TERS is unavailable on the Closing Date, such that the Purchaser’s Solicitors are unable to register the Application for registration of the Approval and Vesting Order, then the transaction contemplated by this Agreement shall remain in escrow in accordance with the terms of the DRA, which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Vendor’s Solicitors shall advise the Purchaser’s Solicitors forthwith and the parties shall arrange to complete the registration of the Application for registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.

In the event of any conflict or inconsistency between the terms of this Section 7 and the terms of the DRA, the terms of this Section 7 shall prevail.

## 8. **PRE-CLOSING RISK AND POST-DAMAGE ENTITLEMENTS**

The Purchased Assets are and shall remain at the Vendor's risk until Closing. In the event of material damage to the Purchased Assets prior to the Closing Date, in excess of two hundred and fifty thousand (\$250,000) Dollars, as determined by an independent third party expert appointed by the Vendor ("**Material Damage**"), the Purchaser may, at its option: (a) complete the transaction contemplated by this Agreement without reduction of the Purchase Price (except for any insurance deductible), in which event all proceeds of insurance and compensation shall be payable to the Purchaser; or (b) rescind this Agreement, and the parties hereto shall have no further rights and/or remedies against each other and the Deposit shall be returned to the Purchaser forthwith, without interest and without deduction. The Vendor shall use reasonable commercial efforts to advise the Purchaser, in writing, within twenty-four (24) hours following the Vendor learning of any Material Damage to the Purchased Assets. The Purchaser shall have five (5) days, or such longer period as the Vendor in its sole and absolute discretion may agree to in writing, from delivery of such notice to advise the Vendor in writing as to its election, if any. In the event that the Purchaser fails to notify the Vendor in writing as to its election within the prescribed time period, then the Vendor may terminate this Agreement immediately by providing written notice to the Purchaser and the parties hereto shall have no further rights and/or remedies against each other and the Deposit shall be returned to the Purchaser forthwith, without interest and without deduction, failing which, the Purchaser shall be deemed to have elected to complete the transaction in accordance with subparagraph (a) above.

## 9. **VENDOR'S REPRESENTATIONS AND WARRANTIES**

The Vendor represents and warrants to the Purchaser that, as at the date hereof:

- (a) Non-Residency: the Vendor is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada); the Vendor is not now and does not intend to become, prior to Closing, an agent or a trustee of such non-resident; and
- (b) Authority to Sell: MSI SPERGEL INC. has been duly appointed as Receiver of Jubilee Property Investments Inc. by the Court Order and has the right, power and authority to market the Purchased Assets for sale and, subject to obtaining the Approval and Vesting Order prior to Closing, on Closing MSI SPERGEL INC. will have the power and authority to sell, convey, transfer, lease or assign the Purchased Assets as a result of the Court Order, in accordance with and subject to the terms and conditions of this Agreement and the Approval and Vesting Order.
- (c) the Vendor has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof;

or (c) any substantial change in the assets or liabilities of the Condominium Corporation; and the Vendor covenants that if it receives any such notice prior to the date of completion he shall forthwith notify the Purchaser in writing and the Purchaser may thereupon at his option declare this Agreement to be null and void and the Deposit paid by the Purchaser shall be refunded without interest or deduction

10. **PURCHASER'S REPRESENTATIONS AND WARRANTIES**

The Purchaser represents and warrants to the Vendor that, as at the date hereof:

- (a) Corporate Matters Regarding Purchaser: the Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:

- (i) the Purchaser's articles of incorporation and/or by-laws;
- (ii) any agreement to which the Purchaser is bound;
- (iii) any judgment or order of a court of competent authority or any Government Authority; and/or
- (iv) any applicable law,

and the Purchaser has duly taken, or has caused to be duly taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

The Purchaser shall promptly deliver to the Vendor written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not continuing to be true as at Closing.

11. **CONDITIONS OF CLOSING IN FAVOUR OF THE VENDOR**

- (a) The Vendor's obligations contained in this Agreement shall be subject to the fulfilment, at or prior to Closing, of each of the following conditions:
- (i) **Representations and Warranties:** each of the Purchaser's representations and warranties contained in this Agreement shall continue to be true in all material respects as at Closing;



- (ii) **Covenants/Agreements**: the Purchaser shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
- (iii) **Approval and Vesting Order**: the Vendor shall have obtained the Approval and Vesting Order; the Vendor shall not have received notice of appeal in respect of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court; and

For greater certainty, each of the conditions contained in this Section 11(a) have been inserted for the benefit of the Vendor and may be waived by the Vendor in whole or in part.

- (b) The Vendor covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the condition contained in Section 11(iii) and the Purchaser covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the conditions contained in Section 11 hereof prior to Closing.
- (c) In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to Closing, then the Vendor may, in its sole and unfettered discretion, terminate this Agreement by written notice to the Purchaser without penalty or liability whatsoever to the Vendor, subject to the provisions of Section 3(a) hereof with respect to the Deposit, and otherwise without cost or other compensation and each of the Vendor and the Purchaser shall be released from their obligations and liabilities.

## 12. **CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER**

- (a) The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment, at or prior to Closing (as indicated), of each of the following conditions:
  - (i) **Representations and Warranties**: each of the Vendor's representations and warranties contained in this Agreement shall continue to be true in all material respects as at Closing;
  - (ii) **Covenants/Agreements**: the Vendor shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing; and
  - (iii) **Approval and Vesting Order**: the Vendor shall have obtained the Approval and Vesting Order; the Vendor shall not have received notice of appeal in respect of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied

or vacated and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court.

For greater certainty, each of the conditions contained in this Section 12(a) have been inserted for the benefit of the Purchaser and may be waived by the Purchaser in whole or in part.

- (b) The Vendor covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the conditions contained in Subsection 12(a) (i-iii) hereof prior to Closing.
- (c) The Purchaser's obligation to complete the transaction of purchase and sale contemplated under this Agreement is conditional for a period of 14 days from the date of mutual acceptance of this agreement (the "**Conditional Date**") upon the Purchaser being satisfied in its sole, absolute and unfettered discretion with respect to each of the following (the "**Due Diligence Conditions**"): (i) the Property being zoned to permit the Buyer's intended use; (ii) satisfactory review of the Status Certificate, the condominium rules and regulations relating to the Lands and all other condominium documents relating the Lands; and (iii) satisfactory review by the Purchaser of the Title to the Purchased Assets. The foregoing Due Diligence Conditions are for the sole benefit of the Purchaser and may be waived by the Purchaser in its sole, absolute and unfettered discretion in whole or in part by written notice to the Vendor or its solicitors. In the event that the conditions contained herein have not been waived in writing by the Purchaser on or before the Conditional Date, this Agreement shall automatically come to an end and the Deposit and all interest earned thereon shall be returned to the Purchaser without deduction upon which it is agreed that neither party shall have any further rights or obligations hereunder.

### 13. **VENDOR'S CLOSING DELIVERIES**

The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- (a) **Approval and Vesting Order**: a copy of the issued and entered approval and vesting order (the "**Approval and Vesting Order**") vesting in the Purchaser all right, title and interest of Jubilee Property Investments Inc., if any, in and to the Purchased Assets free and clear of all Claims save and except for the Permitted Encumbrances, in accordance with the provisions of this Agreement, substantially in the form of Schedule "D" attached hereto;
- (b) **Statement of Adjustments**: a statement of adjustments prepared in accordance with Section 4 hereof, to be delivered not less than two (2) Business Days prior to Closing; except as expressly provided hereunder, no adjustments shall be allowed to the Purchaser for changes in the

Purchased Assets from the time of acceptance of this Agreement up to and including the Closing Date; if the final cost or amount of any item which is to be adjusted cannot be determined at Closing, then the adjustment for such items shall be made at Closing on the basis of the cost or amount as estimated by the Vendor, acting reasonably, as of the Closing Date on the basis of the best evidence available at Closing as to what the final adjustment should be; such estimated adjustments shall, for all purposes, constitute final adjustments as between the parties hereto; the Closing Date will be for the Purchaser's account both as to revenue and expense;

- (c) **Direction Regarding Funds**: a direction from the Vendor designating the party or parties to which the balance of the Purchase Price described in Subsection 3(b) hereof shall be paid; in the event that the Vendor designates more than one party then it shall also designate amounts payable to each of the parties;
- (d) **Undertaking to Re-Adjust**: the Vendor's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Subsection 4(a) hereof;
- (e) **Readjustments**: the Purchaser hereby acknowledges that there may be outstanding arrears with respect to real property taxes, condominium common expenses and/or utilities and agrees that the Vendor, at its option, shall be entitled to make adjustment in favour of the Purchaser on the Statement of Adjustments for such matters or, in the alternative, direct that a portion of the proceeds due on Closing be used to pay out such arrears; the Purchaser further covenants and agrees to deliver an irrevocable direction to the relevant Government Authority authorizing it to pay to the Vendor any realty tax rebate (together with interest thereon) obtained by the Vendor in respect of the period prior to Closing; provided that in the event the relevant Government Authority does not deliver such rebate directly to the Vendor, then the Purchaser hereby irrevocably undertakes to deliver such realty tax rebate to the Vendor upon either receipt or readjustment of same.
- (f) **Non-Residence Certificate**: the Vendor's certificate setting out that the Vendor is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident"; and
- (g) **General Deliveries**: such further documentation relating to the completion of the transaction contemplated hereunder as shall be:
  - (i) otherwise referred to herein; or
  - (ii) required by law and/or any Government Authority.

Provided that such further documentation shall be in a form satisfactory to the Vendor, taking into consideration the fact that the Vendor is selling the Purchased Assets as Receiver.

14. **PURCHASER'S CLOSING DELIVERIES**

The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at Closing or on such other date expressly provided herein:

- (a) **Direction Regarding Title**: a direction from the Purchaser designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Purchaser), provided that any such transferee(s) shall also provide a written agreement in favour of the Vendor to assume and be bound by all of the obligations of the Purchaser under this Agreement;
- (b) **Undertaking To Re-Adjust**: the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Subsection 4(a) hereof;
- (c) **Purchaser's Certificates**: the Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement are true as at Closing;
- (d) **Directors' Resolution**: a certified copy of a resolution of the board of directors of the Purchaser authorizing the execution of this Agreement and performance of each of the Purchaser's obligations hereunder;
- (e) **HST Indemnity**: the indemnity provided for under Section 16 hereof;
- (f) **Purchaser's Agents Commissions**: evidence of payment by the Purchaser of any commission or other remuneration payable to the Purchaser's agent, if any, in connection with the purchase of the Purchased Assets, or a certificate from the Purchaser certifying that it has not retained any such agent and that no such commission or other remuneration is payable;
- (g) **Balance Due at Closing**: the balance of the Purchase Price described in Subsection 3(b) hereof;
- (h) **Assumption of Permitted Encumbrances**: an assumption agreement providing for the Purchaser's assumption of all obligations pursuant to the Permitted Encumbrances and an indemnity in favour of the Vendor in respect thereof; and



- (i) **Further Documentation:** any other documentation relative to the completion of this Agreement as may reasonably be required by the Vendor or the Vendor's Solicitors.

#### 15. **PLANNING ACT (ONTARIO)**

This Agreement shall be effective to create an interest in the Lands for the Purchaser only if Part VI of the *Planning Act* (Ontario) is complied with prior to Closing. The Vendor shall not be required to make any statements contemplated under Section 50(22) of the *Planning Act* (Ontario), as amended. The Purchaser agrees to satisfy itself with respect to compliance with the Planning Act (Ontario).

#### 16. **HARMONIZED GOODS AND SERVICES TAX**

- (a) Application of HST to this Agreement: If the transaction contemplated hereunder shall be subject to the goods and services tax ("**HST**") levied pursuant to the Act, then HST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the Act.
- (b) Self-Assessment: If part or all of the said transaction is subject to HST and:
  - (i) the Vendor is a non-resident of Canada or the Vendor would be a non-resident of Canada but for Subsection 132(2) of the Act; and/or
  - (ii) the Purchaser is a "prescribed recipient" under the Act and/or is registered under the Act,

then the Purchaser shall deliver, prior to Closing, its certificate in form prescribed by the Act or, if no such form is prescribed, then in reasonable form, certifying and undertaking that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the transaction contemplated hereunder. If Subsection 16(b)(ii) hereof shall be applicable, then the Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration, as the case may be, and the Purchaser's HST registration number. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor, at Closing, in addition to the balance due at Closing described in Subsection 3(b) hereof, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the said transaction.

- (c) **HST Indemnity:** The Purchaser shall indemnify and save harmless the Vendor from all taxes, levies, claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated

hereunder and/or the Purchaser failing to comply with the said certificate and undertaking set out in Subsection 16(b) hereof.

17. **NOTICE**

Any notice given hereunder shall be in writing and delivered or communicated by email as follows:

in the case of the Purchaser to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

with a copy to the Purchaser's Solicitors:

WeirFoulds LLP  
4100 – 66 Wellington Street West  
Toronto, Ontario M5K 1B7

Attention: Patrick Nugent  
Email: [pnugent@weirfoulds.com](mailto:pnugent@weirfoulds.com)  
Telephone: 416-947-5035

and in the case of the Vendor to:

Msi Spergel inc., in its capacity as  
Court-Appointed Receiver of  
Jubilee Property Investments Inc.  
200-505 Consumers Road  
Toronto, Ontario M2J 4V8

Attention: Philip H. Gennis  
Email: [pgennis@spergel.ca](mailto:pgennis@spergel.ca)  
Telephone/Fax: 416-498-4325

with a copy to the Vendor's Solicitors:

Goldman Sloan Nash and Haber  
1600-480 University Avenue  
Toronto, ON M5G 1V2

Attention: Brendan Bissell  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)  
Telephone: (416) 597-6489  
Fax: (416) 597-9922

Such notice shall be deemed to have been delivered upon delivery or communicated by email unless such notice is delivered or communicated outside of usual business hours, in which event the notice shall be deemed to have been delivered or communicated on the next Business Day. A party may change its address and/or email address by providing notice in accordance with this Section 17.

18. **WAIVER OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the benefit of either the Vendor or the Purchaser, as indicated, and are conditions of the obligations of such party to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

19. **SEVERABILITY**

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

20. **DIVISION/HEADINGS**

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

21. **ENTIRE AGREEMENT**

This Agreement and the schedules attached hereto constitute the entire agreement between the Vendor and the Purchaser in respect of the Purchased Assets. Each of the parties acknowledges that, except as contained in this Agreement, there is no

representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

22. **CUMULATIVE REMEDIES**

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

23. **INTERPRETATION**

This Agreement shall be read with all changes of gender and number as required by the context.

24. **REFERENCES TO STATUTES**

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

25. **TIME OF ESSENCE**

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

26. **CANADIAN FUNDS**

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

27. **TENDER**

Not to limit the provisions of paragraph 7, any tender of notices, documents and/or monies hereunder may be made upon the Vendor or the Purchaser or their respective solicitors. Monies shall be tendered by wire transfer from one of Canada's five (5) largest chartered banks.

**28. FURTHER ASSURANCES**

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

**29. CONFIDENTIALITY**

The Purchaser and its agents, advisors and authorized representatives shall maintain in strict confidence, until Closing, all information and materials delivered or made available pursuant to this Agreement, except as may reasonably be disclosed by the Purchaser:

- (a) to facilitate the procurement of financing for the Purchased Assets;
- (b) to enforce any of its rights/remedies hereunder;
- (c) to enforce any of its other rights/remedies, if any, pursuant to common law, equity or statute; and/or
- (d) to comply with laws requiring disclosure.

In the event that the transaction contemplated in this Agreement is, for any reason whatsoever, not completed, then the Purchaser shall, upon request from the Vendor, promptly return to the Vendor all materials delivered hereunder and deliver to the Vendor all copies of materials made available hereunder.

**30. NON-BUSINESS DAYS**

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

**31. DOCUMENTATION PREPARATION AND REGISTRATION**

The Purchaser shall prepare or cause to be prepared the land transfer tax affidavit to be attached to the Approval and Vesting Order described in Subsection 13(a) hereof and shall prepare or cause to be prepared the documentation described in Subsections 14(a), (d) and (f) hereof. The Vendor shall prepare or cause to be prepared all other documentation described in Sections 13 and 14 hereof. Each of the parties shall deliver draft documentation to the other not less than five (5) Business Days prior to Closing. Except as otherwise expressly provided in this Agreement, all such documentation shall be in form and have substance satisfactory to the Vendor and the Purchaser, each acting reasonably. The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, each of the Vendor and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.



32. **LAND TRANSFER TAXES, RETAIL SALES TAXES AND PROPERTY TAXES**

The Purchaser shall pay on or prior to Closing all land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)), retail sales taxes and all property taxes payable in connection with the transfer of the Purchased Assets pursuant to this Agreement.

The Purchaser acknowledges that the Vendor may apply for a reduction in the taxes payable to the municipality with respect to the Lands for the period prior to the Closing Date. The Purchaser agrees that the Vendor shall be entitled to the benefit of any such reduction for the period prior to the Closing Date. The Purchaser shall execute such directions, acknowledgements and other documents as may be necessary or desirable to ensure that the benefit of any such reduction for the period prior to the Closing Date is received by the Vendor.

33. **GOVERNING LAWS**

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario.

34. **ASSIGNMENT**

Prior to the date that the Vendor obtains the Approval and Vesting Order the Purchase may assign this Agreement without the consent of the Vendor, but on written notice to the Vendor. After the date that the Vendor obtains the Approval and Vesting Order the Purchaser shall not assign part or all of its interest under this Agreement without the prior written consent of the Vendor, which consent may be withheld in the Vendor's sole and unfettered discretion. The Vendor shall have the right to assign this Agreement to any party that replaces the Vendor as a duly appointed Receiver of Jubilee Property Investments Inc by Court Order, otherwise the Vendor may not assign this Agreement without the consent of the Purchaser which consent may be withheld in the Purchaser's sole and unfettered discretion.

35. **NON-REGISTRATION OF AGREEMENT**

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement or any monies paid hereunder do not create an interest in the Lands and the Purchaser further acknowledges that upon any breach of this Agreement by the Vendor, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands, and the Purchaser shall be deemed to be in default under this Agreement if it makes any registration or causes or permits any registration to be made on title to the Lands prior to the Closing Date.

36. **VENDOR'S CAPACITY**

It is acknowledged by the Purchaser that msi Spergel inc. is entering into this Agreement solely in its capacity as Court-appointed receiver of Jubilee Property Investments Inc. msi Spergel inc. shall have no personal or corporate liability under or as a result of this Agreement. Any claim against msi Spergel inc. shall be limited to and only enforceable against the property and assets then held by or available to it in its capacity as receiver of Jubilee Property Investments Inc. and shall not apply to its personal property and other assets held by it in any other capacity. The term “**Vendor**” as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.

37. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

38. **TIME FOR ACCEPTANCE**

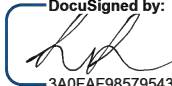
The offer to purchase comprising this Agreement shall be irrevocable by the Purchaser and open for acceptance by the Vendor until 5:00 o'clock p.m. on the                      day of June, 2021, after which time, if not accepted and notice of such acceptance communicated to the Purchaser, then such offer to purchase shall be null and void and of no further force and effect.

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**DATED** as of the date first mentioned above.

George Chan, in trust for a company to  
incorporated and without personal liability


By:  3A0FAE98579543B...  
Name: George Chan  
Title: \_\_\_\_\_

I have authority to bind the Corporation.

The Vendor hereby accepts the foregoing offer to purchase and its terms and agrees with  
the Purchaser to duly complete the transaction contemplated thereunder.

**DATED** as of this 10th day of September, 2021.

**MSI SPERGEL INC.**, solely in its capacity  
as Court-appointed receiver of **JUBILEE  
PROPERTY INVESTMENTS INC.** and  
not in its personal or corporate capacity  
and without personal or corporate liability

By:  \_\_\_\_\_  
Name: Mukul Manchanda  
Title: Managing Partner

I have authority to bind the Corporation.

## **SCHEDULE "A" – COURT ORDER**

## **SCHEDULE "B" – LEGAL DESCRIPTION OF LANDS**

### **PIN 29374-0012 (LT)**

UNIT 12, LEVEL 1, YORK REGION CONDOMINIUM PLAN NO. 844 ; PT BLKS 1 & 2 PL 65M2203, PTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 36 & 37 65R16399, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT970887 ; RICHMOND HILL; S/T TEMP EASE OVER PTS 3, 4 & 5 EXPROP PL YR1373702. and its appurtenant interest; subject to and together with easements as set out in Schedule C.

### **SCHEDULE "C" – PERMITTED ENCUMBRANCES**

1. All encumbrances registered against the Lands as of the date of execution of the Agreement to which this Schedule "C" is attached.
2. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in the original grant(s) of the Lands from the Crown.
3. All applicable municipal by-laws and regulations provided, in each case, the same do not materially adversely affect the use and/or value of the Purchased Assets.
4. All unregistered or inchoate statutory liens, charges and encumbrances affecting title to the Lands for taxes, assessments, governmental charges and levies not yet due.
5. All defects and deficiencies which an up-to-date building location survey of the Lands might reveal.
6. All easements, rights-of-way and licenses registered for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television and/or any other service(s) to or for the benefit of the Lands (collectively, the "**Utility Easements**"), together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighboring property owners or any crane access agreements or tieback or shoring agreements provided, in each case the same do not materially adversely affect the use or value of the Purchased Assets.
7. All registered municipal agreements and registered agreements with publicly regulated utilities including, without limitation, all development, site plan, subdivision, engineering, heritage easement agreements and other municipal agreements (or similar agreements entered into with any governmental authorities), (with all of such agreements being hereinafter collectively referred to as the "**Development Agreements**") provided, in each case, the terms and conditions of each such Development Agreement have been complied with in all material respects and do not materially adversely affect the use of the Purchased Assets.
8. All agreements relating to any metering, submetering and/or check metering equipment, or relating to the supply of utility services to the Lands and/or the project of which the Lands form a part.
9. All shared facilities agreements, reciprocal and/or cost sharing agreements, all other agreements, easements and rights-of-way provided, in each case, the terms and conditions of each such agreement have been complied with in all material respects and do not materially adversely affect the use of the Purchased Assets.



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## **SCHEDULE "D" – FORM OF APPROVAL AND VESTING ORDER**

Tab 14


LEASE AGREEMENT AT 2780 TOTTEN ST.

1. DATE: AUGUST 27, 2020
2. PARTIES OF THE AGREEMENT:
  - a. PARTIES OF THE FIRST PART
    - i. TOTTEN WINDSOR DRUGS INC.
  - b. PARTIES OF THE SECOND PART
    - i. JG WINDSOR INC.
3. PURPOSE OF THE AGREEMENT: THE PARTIES WISH TO DESIGNATE A RENTAL SPACE FOR THE LEASE OF A PHARMACY(2A) & MEDICAL CLINIC (UNIT 1).
4. TERMS OF THE AGREEMENT: THE INITIAL TERM WILL BE (10) TEN YEARS WITH AUTOMATIC 3 (10) TEN YEAR RENEWALS. IF TENANT WOULD NOT LIKE TO RENEW, MUST NOTIFY THE LANDLORD 3 MONTHS PRIOR TO NEXT RENEWAL.
5. TERMINATION OF THE AGREEMENT:
  - a. BY THE COLLECTIVE AGREEMENT OF BOTH PARTIES, AT ANY TIME AFTER 20 YEARS.
6. ASSIGNMENT OF LEASE:
  - a. TENANT CAN ASSIGN LEASE WITHOUT LANDLORD CONSENT. MUST NOTIFY LANDLORD OF ASSIGNMENT UP TO A MAXIMUM OF 60 DAYS AFTER THE CLOSING.
7. THE PARTIES OF THE FIRST AGREE:
  - a. ON A BEST EFFORT BASES PROMOTE THE USE OF THE PHARMACY BY ALL PLAZA CLIENTS.
8. THE PARTY OF THE SECOND PART AGREES:
  - a. AS A MINIMUM TO OPEN THE PHARMACY MONDAY THROUGH FRIDAY EXCEPT FOR HOLIDAYS OR SPECIAL SALUTATIONS AS AGREED TO WITH THE PARTIES OF THE FIRST PART
  - b. TO BE RESPONSIBLE FOR:
    - i. THE COST OF UPGRADING THE SPACE DEFINED AS NEEDED INCLUDING BUT NOT LIMITED TO, PLUMBING, ELECTRICAL WORK, A STAFF WASH ROOM, OFFICE, COUNTERS, PARTITIONS, SHELVES, STORAGE UNITY, LIGHTING NEEDS AND THE SECURITY OF SHELVING NEEDS.
    - ii. INSTALLING AN ALARM SYSTEM FOR PHARMACY AND ENTIRE HEALTH CENTRE.

9. RENT: TO BE PAID MONTHLY. FIRST PAYMENT DUE 30 DAYS BEFORE TAKING POSSESSION.
- i. GROSS LEASE COLLECTED TO BE \$2,500/MONTH PLUS HST PHARMACY SPACE & UNIT 1 (EASTERN HALF OF BUILDING).

- a. POSSESSION OF THE AREA TO BE AUGUST 27, 2020.
- b. TENANT SHALL HAVE EXCLUSIVE RIGHT TO OPERATE A PHARMACY ON THE PREMISES DURING THE TERM AND ANY RENEWALS THEREOF.
- c. DEFINITION OF SPACE: PHARMACY SPACE 800 SQ FT (UNIT 2A) & MEDICAL CLINIC (UNIT 1, 1700 SQ FT)

**SIGNED, SEALED AND DELIVERED**  
in the presence of

  
Witness

GEORGE CHAN  
TOTTEN WINDSOR DRUGS INC.  
I have authority to bind the corporation

JOHN GERGES

~~JG WINDSOR INC.~~

Per: \_\_\_\_\_  
Name: John Gerges  
Title: President  
I have authority to bind the corporation



Tab 15

## AGREEMENT OF PURCHASE AND SALE

(2780 Totten Street, Windsor, Ontario)

THIS AGREEMENT dated as of the 6<sup>th</sup> day of October 2021,

BETWEEN:

**MSI SPERGEL INC.**, solely in its capacity as Court-appointed receiver of **JG WINDSOR INC.** and not in its personal or corporate capacity and without personal or corporate liability

(the “**Vendor**” or “**Receiver**”)

OF THE FIRST PART

- and -

**George Chan**, in trust for a company to incorporated and without personal liability

(the “**Purchaser**”)

OF THE SECOND PART

**IN CONSIDERATION** of the mutual agreements contained in this Agreement, the sufficiency of which is acknowledged by each of the Vendor and the Purchaser, the Vendor and the Purchaser agree as follows:

### 1. **DEFINITIONS**

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) “**Act**” means, for purposes of Section 16 hereof only, the *Excise Tax Act* (Canada);
- (b) “**Agreement**” means this agreement of purchase and sale executed by the Purchaser and accepted by the Vendor, together with the attached schedules;
- (c) “**Approval and Vesting Order**” shall have the meaning ascribed thereto in Section 13(a) hereof;
- (d) “**Buildings**” means the buildings, improvements, installations and fixtures of every nature and kind situate in, on and/or over the Lands;

- (e) **"Business Day"** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- (f) **"Claims"** means security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, writs of seizure and sale, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;
- (g) **"Closing"** shall have the meaning ascribed thereto in Section 6 hereof;
- (h) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (i) **"Court Order"** means the Amended and Restated order of the Honourable Justice Cavanagh dated the 3rd day of February, 2021, whereby the Vendor was appointed receiver, inter alia of JG Windsor Inc., and was given authority to sell, convey, transfer, lease or assign the Lands or any part or parts thereof, a copy of which order is attached as Schedule "A";
- (j) **"Damages"** shall have the meaning ascribed thereto in Section **Error! Reference source not found.** hereof;
- (k) **"Closing Date"** shall have the meaning ascribed thereto in Section 6 hereof;
- (l) **"Deposit"** shall have the meaning ascribed thereto in Section 3(a) hereof;
- (m) **"DRA"** shall have the meaning ascribed thereto in Section 7(a)(i) hereof;
- (n) **"Environmental Law"** means any and all federal, provincial and municipal statutes, regulations, orders, judgments, directives and authorizations relating to the environment, occupational health and safety, health protection and/or Hazardous Materials;
- (o) **"Government Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- (p) **"Hazardous Materials"** means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, material harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and shall include all "contaminants", "dangerous substances", "hazardous materials",

“hazardous substances”, “hazardous wastes”, “industrial wastes”, “liquid wastes”, “pollutants” and “toxic substances”, all as defined in, referred to or contemplated in federal, provincial and/or municipal statutes, regulations, orders, judgments, directives and/or authorizations relating to the environment, occupational health and safety and/or health protection (including, without limitation, material quantities of asbestos, urea formaldehyde foam insulation and mono-chlorinated or poly-chlorinated biphenyl wastes);

- (q) **“HST”** shall have the meaning ascribed thereto in Section 16(a) hereof;
- (r) **“Lands”** means the lands and premises legally described in Schedule "B" hereof, of which the Vendor intends to sell to the Purchaser together with all easements, rights-of-way, privileges and appurtenances attaching thereto and enuring to the benefit thereof;
- (s) **“Material Damage”** shall have the meaning ascribed thereto in Section 8 hereof;
- (t) **“Permitted Encumbrances”** means the encumbrances listed in Schedule "C" hereof;
- (u) **“Purchase Price”** shall have the meaning ascribed thereto in Section 3 hereof;
- (v) **“Purchased Assets”** means the Lands, Buildings and all Rights relating thereto, but expressly excluding all personal property located or situate therein;
- (w) **“Purchaser”** has the meaning given in the Party of the Second Part.
- (x) **“Purchaser’s Solicitors”** means WeirFoulds LLP, attention: Patrick Nugent/ Talia Rotman, or such other firm as the Purchaser shall appoint from time to time;
- (y) **“Registry Office”** shall have the meaning ascribed thereto in Section 7(a) hereof;
- (z) **“Rights”** means all right, title and interest, if any, of JG Windsor Inc. in all benefits, advantages, licences, guarantees, warranties, indemnities, income, rents and options relating to the Lands and/or Buildings, to the extent that they are assignable without third party consent;
- (aa) **“TERS”** shall have the meaning ascribed thereto in Section 7(a) hereof;
- (bb) **“Vendor”** means MSI Spergel Inc., solely in its capacity as Court-appointed receiver of JG Windsor Inc., and not in its personal or corporate capacity and without personal or corporate liability;

- (cc) “**Vendor’s Deliveries**” shall have the meaning ascribed thereto in Section 5 hereof; and
- (dd) “**Vendor’s Solicitors**” means the firm of Goldman, Sloan, Nash and Haber, 480 University Avenue, Suite 1600, Toronto, ON M5G 1V2.

## 2. **NATURE OF TRANSACTION**

The Purchaser shall purchase and the Vendor shall sell the Purchased Assets, upon and subject to the terms of this Agreement.

## 3. **PURCHASE PRICE**

The aggregate purchase price (the “**Purchase Price**”) for the Purchased Assets shall be the sum of [REDACTED] Dollars. The Purchase Price shall be paid, accounted for and satisfied as follows:

- (a) Deposit: by the Purchaser delivering to the Vendor within two (2) Business Days following execution of this Agreement by both parties hereto, the sum of [REDACTED] Dollars (the “**Deposit**”), by way of certified cheque or wire transfer drawn upon one of Canada’s five (5) largest chartered banks, which sum shall be held by the Vendor, in trust, as a deposit pending Closing or termination of this Agreement; subject only to the terms of this Agreement, the Deposit shall be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement; in the event that this Agreement is terminated for any reason other than the default of the Purchaser, the Deposit shall be returned to the Purchaser forthwith, without interest or deduction; and
- (b) Balance Due at Closing: the balance of the Purchase Price, net of the Deposit and subject to the adjustments expressly set out in this Agreement, by payment at Closing to the Vendor (or as the Vendor may otherwise direct in writing) by way of wire transfer from one of Canada’s five (5) largest chartered banks.

The Vendor and the Purchaser acknowledge and agree that they shall each make their own allocations of the Purchase Price between the Purchased Assets for the purposes of the *Income Tax Act* (Canada), acting reasonably, and all filings in connection therewith.

## 4. **CLOSING AND POST-CLOSING ADJUSTMENTS**

- (a) Closing Adjustments: Adjustment shall be made, as of 12:01 a.m. on the Closing Date, for those adjustment established by usual practice in the relevant municipal area for the purchase and sale of similar properties, including realty taxes, local improvement rates, municipal/provincial levies and charges, water and assessment rates and utilities, provided that the aforementioned items form a lien on title or are not vested out by the



Approval and Vesting Order. The Closing Date shall be for the account of the Purchaser, both as to income and expense.

5. **TERMS OF PURCHASE**

- (a) “As Is, Where Is”: The Purchaser acknowledges that the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an “as is, where is” basis subject to all defects, conditions, impediments, Hazardous Materials and other deficiencies which may exist on the Closing Date including, without limitation, all latent and all patent defects in the Purchased Assets and such additional defects which may be revealed in the Vendor’s Deliveries. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser shall have conducted such inspections of the condition and title to the Purchased Assets and its lawful use, as it deems appropriate and shall have satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose or use, the existence or non-existence of Hazardous Materials, compliance with any or all Environmental Law, income, merchantability, physical condition, quality, lawful use and in respect of all other matters or thing whatsoever concerning the Purchased Assets, and the right of the Vendor to sell same, save and except as otherwise expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or pursuant to any other applicable law shall not apply to this Agreement and/or the transaction contemplated hereunder and are hereby waived by the Purchaser. All material, documentation, information, data and descriptions of and/or in regard to the Purchased Assets contained in this Agreement and/or supplied by the Vendor, its employees, agents, contractors and/or representatives, are for the purposes of reference and/or identification only, and no representation, warranty or condition has or will be given by the Vendor concerning the accuracy thereof and the Purchaser acknowledges and agrees that it has not placed any reliance thereon but rather has assumed all risk in regard thereto. If the Closing occurs, then the Purchaser shall be deemed to have assumed any and all risks relating to the condition of the Purchased Assets which existed on or prior to the Closing Date. Neither the Purchaser nor any permitted occupant of the Lands shall have any recourse to the Vendor as a result of the nature or condition of the Purchased Assets.
- (b) No Representations or Warranties: Without limiting the generality of the foregoing, the Purchaser further acknowledges that the Vendor has made no representation or warranty with respect to or in any way relating to the Purchased Assets including the following:

- (i) the existence, validity, terms and conditions of any licenses, permits, consents or other regulatory approvals relating to or in any way connected with the Purchased Assets or any matter or thing arising out of or in any way connected therewith;
  - (ii) the conformity of the Lands to past, current and future applicable zoning or building code requirements;
  - (iii) the existence of soil instability, past soil repairs, soil additions and/or conditions of soil fill;
  - (iv) the sufficiency of any drainage;
  - (v) whether the Lands are located wholly or partially in a flood plain or a flood hazard boundary or similar area;
  - (vi) the existence or non-existence of underground storage tanks;
  - (vii) any other matter affecting the stability or integrity of the Lands;
  - (viii) the availability of public utilities and services for the Lands;
  - (ix) the sufficiency and adequacy of all wells and water supply for irrigation or any other purpose;
  - (x) the existence of zoning or building entitlements affecting the Lands;
  - (xi) whether any fixtures attaching to the Lands are owned or rented; and
  - (xii) that keys or passcodes for the Buildings shall be available on the Closing Date or immediately thereafter.
- (c) Existing Leases: The Purchaser agrees to assume all existing leases and occupancy agreements affecting the Lands, if any, on Closing.

## 6. **CLOSING DATE**

Subject to the provisions of Sections 11 and 12 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as (“**Closing**”) on the day which is the earlier of (i) twenty (20) Business Days following the date upon which the Vendor obtains the Approval and Vesting Order; or (ii) 75 days after mutual acceptance of this Agreement (the “**Closing Date**”). Notwithstanding the forgoing, in the event the Vendor has not obtained the Approval and Vesting Order within 75 days from the date of execution of this Agreement then the Purchaser, on written notice to the Vendor on or before the Closing Date shall have the option, in its sole, absolute and unfettered discretion to either extend the Closing Date for a further 75 days, or to terminate this Agreement (the “**Closing Extension Period**”). In the event that the Vendor has been unable to obtain the Approval and Vesting during the Closing Extension Period,

then at the end of such Closing Extension Period provided that the Vendor and the Purchaser mutually agree each in their sole absolute and unfettered discretion the Closing Date may be extended for an additional Closing Extension Period, or this Agreement shall be terminated and so on, from time to time. In the event the Purchaser or the Vendor, as the case may be, elects to terminate this Agreement in accordance with the provisions of this Section on the Closing Date or at the end of any Closing Extension Period, the Deposit shall be returned to the Purchaser without set-off or deduction and the Vendor and the Purchaser shall have no further obligations or liabilities to each other under this Agreement.

## 7. ELECTRONIC REGISTRATION

- (a) In the event that the electronic registration system ("**TERS**") is operative in the relevant land registry office (the "**Registry Office**"), the following provisions shall apply:
  - (i) The Purchaser shall be obliged to retain a firm of solicitors who is both an authorized TERS user and is in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction and shall authorize such solicitors to enter into a document registration agreement with the Vendor's Solicitors in the form adopted by the joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 (the "**DRA**"), establishing the escrow and registration procedures for completing this transaction.
- (b) If through no fault of the Purchaser's Solicitors or the Vendor's Solicitors TERS is unavailable on the Closing Date, such that the Purchaser's Solicitors are unable to register the Application for registration of the Approval and Vesting Order, then the transaction contemplated by this Agreement shall remain in escrow in accordance with the terms of the DRA, which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Vendor's Solicitors shall advise the Purchaser's Solicitors forthwith and the parties shall arrange to complete the registration of the Application for registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.

In the event of any conflict or inconsistency between the terms of this Section 7 and the terms of the DRA, the terms of this Section 7 shall prevail.

## 8. PRE-CLOSING RISK AND POST-DAMAGE ENTITLEMENTS

The Purchased Assets are and shall remain at the Vendor's risk until Closing. In the event of material damage to the Purchased Assets prior to the Closing Date, in excess of two hundred and fifty thousand (\$250,000) Dollars, as determined by an independent third party expert appointed by the Vendor ("**Material Damage**"), the Purchaser may, at its option: (a) complete the transaction contemplated by this Agreement without reduction

of the Purchase Price (except for any insurance deductible), in which event all proceeds of insurance and compensation shall be payable to the Purchaser; or (b) rescind this Agreement, and the parties hereto shall have no further rights and/or remedies against each other and the Deposit shall be returned to the Purchaser forthwith, without interest and without deduction. The Vendor shall use reasonable commercial efforts to advise the Purchaser, in writing, within twenty-four (24) hours following the Vendor learning of any Material Damage to the Purchased Assets. The Purchaser shall have five (5) days, or such longer period as the Vendor in its sole and absolute discretion may agree to in writing, from delivery of such notice to advise the Vendor in writing as to its election, if any. In the event that the Purchaser fails to notify the Vendor in writing as to its election within the prescribed time period, then the Vendor may terminate this Agreement immediately by providing written notice to the Purchaser and the parties hereto shall have no further rights and/or remedies against each other and the Deposit shall be returned to the Purchaser forthwith, without interest and without deduction, failing which, the Purchaser shall be deemed to have elected to complete the transaction in accordance with subparagraph (a) above.

#### 9. **VENDOR'S REPRESENTATIONS AND WARRANTIES**

The Vendor represents and warrants to the Purchaser that, as at the date hereof:

- (a) Non-Residency: the Vendor is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada); the Vendor is not now and does not intend to become, prior to Closing, an agent or a trustee of such non-resident; and
- (b) Authority to Sell: MSI SPERGEL INC. has been duly appointed as Receiver of JG Windsor Inc. by the Court Order and has the right, power and authority to market the Purchased Assets for sale and, subject to obtaining the Approval and Vesting Order prior to Closing, on Closing MSI SPERGEL INC. will have the power and authority to sell, convey, transfer, lease or assign the Purchased Assets as a result of the Court Order, in accordance with and subject to the terms and conditions of this Agreement and the Approval and Vesting Order.

#### 10. **PURCHASER'S REPRESENTATIONS AND WARRANTIES**

The Purchaser represents and warrants to the Vendor that, as at the date hereof:

- (a) Corporate Matters Regarding Purchaser: the Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's

obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:

- (i) the Purchaser's articles of incorporation and/or by-laws;
- (ii) any agreement to which the Purchaser is bound;
- (iii) any judgment or order of a court of competent authority or any Government Authority; and/or
- (iv) any applicable law,

and the Purchaser has duly taken, or has caused to be duly taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

The Purchaser shall promptly deliver to the Vendor written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not continuing to be true as at Closing.

#### 11. **CONDITIONS OF CLOSING IN FAVOUR OF THE VENDOR**

- (a) The Vendor's obligations contained in this Agreement shall be subject to the fulfilment, at or prior to Closing, of each of the following conditions:
  - (i) **Representations and Warranties**: each of the Purchaser's representations and warranties contained in this Agreement shall continue to be true in all material respects as at Closing;
  - (ii) **Covenants/Agreements**: the Purchaser shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
  - (iii) **Approval and Vesting Order**: the Vendor shall have obtained the Approval and Vesting Order; the Vendor shall not have received notice of appeal in respect of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court; and

For greater certainty, each of the conditions contained in this Section 11(a) have been inserted for the benefit of the Vendor and may be waived by the Vendor in whole or in part.

- (b) The Vendor covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the condition contained in Section 11(iii) and the Purchaser covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the conditions contained in Section 11 hereof prior to Closing.
- (c) In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to Closing, then the Vendor may, in its sole and unfettered discretion, terminate this Agreement by written notice to the Purchaser without penalty or liability whatsoever to the Vendor, subject to the provisions of Section 3(a) hereof with respect to the Deposit, and otherwise without cost or other compensation and each of the Vendor and the Purchaser shall be released from their obligations and liabilities.

## 12. **CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER**

- (a) The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment, at or prior to Closing (as indicated), of each of the following conditions:
  - (i) **Representations and Warranties**: each of the Vendor's representations and warranties contained in this Agreement shall continue to be true in all material respects as at Closing;
  - (ii) **Covenants/Agreements**: the Vendor shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing; and
  - (iii) **Approval and Vesting Order**: the Vendor shall have obtained the Approval and Vesting Order; the Vendor shall not have received notice of appeal in respect of the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court.

For greater certainty, each of the conditions contained in this Section 12(a) have been inserted for the benefit of the Purchaser and may be waived by the Purchaser in whole or in part.

- (b) The Vendor covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the conditions contained in Subsection 12(a) (i-iii) hereof prior to Closing.
- (c) The Purchaser's obligation to complete the transaction of purchase and sale contemplated under this Agreement is conditional for a period of 30 days from the date of mutual acceptance of this agreement (the "**Conditional Date**") upon the Purchaser being satisfied in its sole, absolute and unfettered discretion with respect to each of the following (the "**Due Diligence Conditions**"): (i) the physical and environmental condition of the



Property; (ii) the Property being zoned to permit the Buyer's intended use; (iii) any development charges relating to the Property; and (iv) satisfactory review by the Purchaser of the Title to the Purchased Assets. The foregoing Due Diligence Conditions are for the sole benefit of the Purchaser and may be waived by the Purchaser in its sole, absolute and unfettered discretion in whole or in part by written notice to the Vendor or its solicitors. In the event that the conditions contained herein have not been waived in writing by the Purchaser on or before the Conditional Date, this Agreement shall automatically come to an end and the Deposit and all interest earned thereon shall be returned to the Purchaser without deduction upon which it is agreed that neither party shall have any further rights or obligations hereunder.

### 13. **VENDOR'S CLOSING DELIVERIES**

The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- (a) **Approval and Vesting Order**: a copy of the issued and entered approval and vesting order (the "**Approval and Vesting Order**") vesting in the Purchaser all right, title and interest of JG Windsor Inc., if any, in and to the Purchased Assets free and clear of all Claims save and except for the Permitted Encumbrances, in accordance with the provisions of this Agreement, substantially in the form of Schedule "D" attached hereto;
- (b) **Statement of Adjustments**: a statement of adjustments prepared in accordance with Section 4 hereof, to be delivered not less than two (2) Business Days prior to Closing; except as expressly provided hereunder, no adjustments shall be allowed to the Purchaser for changes in the Purchased Assets from the time of acceptance of this Agreement up to and including the Closing Date; if the final cost or amount of any item which is to be adjusted cannot be determined at Closing, then the adjustment for such items shall be made at Closing on the basis of the cost or amount as estimated by the Vendor, acting reasonably, as of the Closing Date on the basis of the best evidence available at Closing as to what the final adjustment should be; such estimated adjustments shall, for all purposes, constitute final adjustments as between the parties hereto; the Closing Date will be for the Purchaser's account both as to revenue and expense;
- (c) **Direction Regarding Funds**: a direction from the Vendor designating the party or parties to which the balance of the Purchase Price described in Subsection 3(b) hereof shall be paid; in the event that the Vendor designates more than one party then it shall also designate amounts payable to each of the parties;

- (d) **Undertaking to Re-Adjust**: the Vendor's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Subsection 4(a) hereof;
- (e) **Readjustments**: the Purchaser hereby acknowledges that there may be outstanding arrears with respect to real property taxes, and/or utilities and agrees that the Vendor, at its option, shall be entitled to make adjustment in favour of the Purchaser on the Statement of Adjustments for such matters or, in the alternative, direct that a portion of the proceeds due on Closing be used to pay out such arrears; the Purchaser further covenants and agrees to deliver an irrevocable direction to the relevant Government Authority authorizing it to pay to the Vendor any realty tax rebate (together with interest thereon) obtained by the Vendor in respect of the period prior to Closing; provided that in the event the relevant Government Authority does not deliver such rebate directly to the Vendor, then the Purchaser hereby irrevocably undertakes to deliver such realty tax rebate to the Vendor upon either receipt or readjustment of same.
- (f) **Non-Residence Certificate**: the Vendor's certificate setting out that the Vendor is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident"; and
- (g) **General Deliveries**: such further documentation relating to the completion of the transaction contemplated hereunder as shall be:
  - (i) otherwise referred to herein; or
  - (ii) required by law and/or any Government Authority.

Provided that such further documentation shall be in a form satisfactory to the Vendor, taking into consideration the fact that the Vendor is selling the Purchased Assets as Receiver.

#### 14. **PURCHASER'S CLOSING DELIVERIES**

The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at Closing or on such other date expressly provided herein:

- (a) **Direction Regarding Title**: a direction from the Purchaser designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Purchaser), provided that any such transferee(s) shall also provide a written agreement in favour of the Vendor to assume and be bound by all of the obligations of the Purchaser under this Agreement;

- (b) **Undertaking To Re-Adjust**: the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Subsection 4(a) hereof;
- (c) **Purchaser's Certificates**: the Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement are true as at Closing;
- (d) **Directors' Resolution**: a certified copy of a resolution of the board of directors of the Purchaser authorizing the execution of this Agreement and performance of each of the Purchaser's obligations hereunder;
- (e) **HST Indemnity**: the indemnity provided for under Section 16 hereof;
- (f) **Purchaser's Agents Commissions**: evidence of payment by the Purchaser of any commission or other remuneration payable to the Purchaser's agent, if any, in connection with the purchase of the Purchased Assets, or a certificate from the Purchaser certifying that it has not retained any such agent and that no such commission or other remuneration is payable;
- (g) **Balance Due at Closing**: the balance of the Purchase Price described in Subsection 3(b) hereof;
- (h) **Assumption of Permitted Encumbrances**: an assumption agreement providing for the Purchaser's assumption of all obligations pursuant to the Permitted Encumbrances and an indemnity in favour of the Vendor in respect thereof; and
- (i) **Further Documentation**: any other documentation relative to the completion of this Agreement as may reasonably be required by the Vendor or the Vendor's Solicitors.

## 15. **PLANNING ACT (ONTARIO)**

This Agreement shall be effective to create an interest in the Lands for the Purchaser only if Part VI of the *Planning Act* (Ontario) is complied with prior to Closing. The Vendor shall not be required to make any statements contemplated under Section 50(22) of the *Planning Act* (Ontario), as amended. The Purchaser agrees to satisfy itself with respect to compliance with the Planning Act (Ontario).

## 16. **HARMONIZED GOODS AND SERVICES TAX**

- (a) Application of HST to this Agreement: If the transaction contemplated hereunder shall be subject to the goods and services tax ("**HST**") levied pursuant to the Act, then HST shall be in addition to and not included in the

Purchase Price and shall be collected and remitted in accordance with the Act.

- (b) **Self-Assessment:** If part or all of the said transaction is subject to HST and:
- (i) the Vendor is a non-resident of Canada or the Vendor would be a non-resident of Canada but for Subsection 132(2) of the Act; and/or
  - (ii) the Purchaser is a “prescribed recipient” under the Act and/or is registered under the Act,

then the Purchaser shall deliver, prior to Closing, its certificate in form prescribed by the Act or, if no such form is prescribed, then in reasonable form, certifying and undertaking that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the transaction contemplated hereunder. If Subsection 16(b)(ii) hereof shall be applicable, then the Purchaser’s certificate shall also include certification of the Purchaser’s prescription and/or registration, as the case may be, and the Purchaser’s HST registration number. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Vendor, at Closing, in addition to the balance due at Closing described in Subsection 3(b) hereof, an amount equal to the HST that the Vendor shall be obligated to collect and remit in connection with the said transaction.

- (c) **HST Indemnity:** The Purchaser shall indemnify and save harmless the Vendor from all taxes, levies, claims, liabilities, penalties, interest, costs and legal and other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated hereunder and/or the Purchaser failing to comply with the said certificate and undertaking set out in Subsection 16(b) hereof.

## 17. **NOTICE**

Any notice given hereunder shall be in writing and delivered or communicated by email as follows:

in the case of the Purchaser to:

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Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

with a copy to the Purchaser's Solicitors:

WeirFoulds LLP  
4100 – 66 Wellington Street West  
Toronto, Ontario M5K 1B7  
  
Attention: Patrick Nugent  
Email: [pnugent@weirfoulds.com](mailto:pnugent@weirfoulds.com)  
Telephone: 416-947-5035

and in the case of the Vendor to:

Msi Spergel inc., in its capacity as  
Court-Appointed Receiver of  
JG Windsor Inc.  
200-505 Consumers Road  
Toronto, Ontario M2J 4V8  
  
Attention: Philip H. Gennis  
Email: [pgennis@spergel.ca](mailto:pgennis@spergel.ca)  
Telephone/Fax: 416-498-4325

with a copy to the Vendor's Solicitors:

Goldman Sloan Nash and Haber  
1600-480 University Avenue  
Toronto, ON M5G 1V2  
  
Attention: Brendan Bissell  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)  
Telephone: (416) 597-6489  
Fax: (416) 597-9922

Such notice shall be deemed to have been delivered upon delivery or communicated by email unless such notice is delivered or communicated outside of usual business hours, in which event the notice shall be deemed to have been delivered or communicated on the next Business Day. A party may change its address and/or email address by providing notice in accordance with this Section 17.

#### 18. **WAIVER OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the benefit of either the Vendor or the Purchaser, as indicated, and are conditions of the obligations of such party to complete the transaction contemplated

hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

19. **SEVERABILITY**

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

20. **DIVISION/HEADINGS**

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

21. **ENTIRE AGREEMENT**

This Agreement and the schedules attached hereto constitute the entire agreement between the Vendor and the Purchaser in respect of the Purchased Assets. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

22. **CUMULATIVE REMEDIES**

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

23. **INTERPRETATION**

This Agreement shall be read with all changes of gender and number as required by the context.



**24. REFERENCES TO STATUTES**

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

**25. TIME OF ESSENCE**

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

**26. CANADIAN FUNDS**

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

**27. TENDER**

Not to limit the provisions of paragraph 7, any tender of notices, documents and/or monies hereunder may be made upon the Vendor or the Purchaser or their respective solicitors. Monies shall be tendered by wire transfer from one of Canada's five (5) largest chartered banks.

**28. FURTHER ASSURANCES**

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

**29. CONFIDENTIALITY**

The Purchaser and its agents, advisors and authorized representatives shall maintain in strict confidence, until Closing, all information and materials delivered or made available pursuant to this Agreement, except as may reasonably be disclosed by the Purchaser:

- (a) to facilitate the procurement of financing for the Purchased Assets;
- (b) to enforce any of its rights/remedies hereunder;
- (c) to enforce any of its other rights/remedies, if any, pursuant to common law, equity or statute; and/or

- (d) to comply with laws requiring disclosure.

In the event that the transaction contemplated in this Agreement is, for any reason whatsoever, not completed, then the Purchaser shall, upon request from the Vendor, promptly return to the Vendor all materials delivered hereunder and deliver to the Vendor all copies of materials made available hereunder.

30. **NON-BUSINESS DAYS**

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

31. **DOCUMENTATION PREPARATION AND REGISTRATION**

The Purchaser shall prepare or cause to be prepared the land transfer tax affidavit to be attached to the Approval and Vesting Order described in Subsection 13(a) hereof and shall prepare or cause to be prepared the documentation described in Subsections 14(a), (d) and (f) hereof. The Vendor shall prepare or cause to be prepared all other documentation described in Sections 13 and 14 hereof. Each of the parties shall deliver draft documentation to the other not less than five (5) Business Days prior to Closing. Except as otherwise expressly provided in this Agreement, all such documentation shall be in form and have substance satisfactory to the Vendor and the Purchaser, each acting reasonably. The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, each of the Vendor and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

32. **LAND TRANSFER TAXES, RETAIL SALES TAXES AND PROPERTY TAXES**

The Purchaser shall pay on or prior to Closing all land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)), retail sales taxes and all property taxes payable in connection with the transfer of the Purchased Assets pursuant to this Agreement.

The Purchaser acknowledges that the Vendor may apply for a reduction in the taxes payable to the municipality with respect to the Lands for the period prior to the Closing Date. The Purchaser agrees that the Vendor shall be entitled to the benefit of any such reduction for the period prior to the Closing Date. The Purchaser shall execute such directions, acknowledgements and other documents as may be necessary or desirable to ensure that the benefit of any such reduction for the period prior to the Closing Date is received by the Vendor.

33. **GOVERNING LAWS**

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario.

**34. ASSIGNMENT**

Prior to the date that the Vendor obtains the Approval and Vesting Order the Purchase may assign this Agreement without the consent of the Vendor, but on written notice to the Vendor. After the date that the Vendor obtains the Approval and Vesting Order the Purchaser shall not assign part or all of its interest under this Agreement without the prior written consent of the Vendor, which consent may be withheld in the Vendor's sole and unfettered discretion. The Vendor shall have the right to assign this Agreement to any party that replaces the Vendor as a duly appointed Receiver of JG Windsor Inc. by Court Order, otherwise the Vendor may not assign this Agreement without the consent of the Purchaser which consent may be withheld in the Purchaser's sole and unfettered discretion.

**35. NON-REGISTRATION OF AGREEMENT**

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement or any monies paid hereunder do not create an interest in the Lands and the Purchaser further acknowledges that upon any breach of this Agreement by the Vendor, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands, and the Purchaser shall be deemed to be in default under this Agreement if it makes any registration or causes or permits any registration to be made on title to the Lands prior to the Closing Date.

**36. VENDOR'S CAPACITY**

It is acknowledged by the Purchaser that msi Spergel inc. is entering into this Agreement solely in its capacity as Court-appointed receiver of JG Windsor Inc. msi Spergel inc. shall have no personal or corporate liability under or as a result of this Agreement. Any claim against msi Spergel inc. shall be limited to and only enforceable against the property and assets then held by or available to it in its capacity as receiver of JG Windsor Inc. and shall not apply to its personal property and other assets held by it in any other capacity. The term "**Vendor**" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.

**37. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

[rest of this page intentionally left blank]

-20-

**DATED** as of the date first mentioned above.

**George Chan**, in trust for a company to  
incorporated and without personal liability

By:


  
3A0EAE98579543B

George Chan \_\_\_\_\_

**DATED** as of the date first mentioned above.

**MSI SPERGEL INC.**, solely in its capacity  
as Court-appointed receiver of **JG  
WINDSOR INC.** and not in its personal or  
corporate capacity and without personal  
or corporate liability

By:



Name: Mukul Manchanda

Title: Managing Partner

I have authority to bind the Corporation.

## **SCHEDULE "A" – COURT ORDER**

## **SCHEDULE "B" – LEGAL DESCRIPTION OF LANDS**

### **PIN 01212-0549 (LT)**

PT LT 97; LTS 98, 99, 100 & 101, PL 1074; PT ALLEY, PL 1074 (CLOSED BY R988884) AS IN R1226023 DESIGNATED AS PTS 1, 2, 3, 4 & 8, PL 12R23679; S/T EASE OVER PT 4, PL 12R23679 AS IN R1018507E; S/T EASE OVER PT 8, PL 12R23679 AS IN R1018508E; S/T EASE OVER PTS 3, 4 & 8, PL 12R23679 AS IN CE364285; T/W EASE OVER PTS 5, 6 & 7, PL 12R23679 AS IN CE364285. SAVE & EXCEPT PARTS 1 - 4 PL 12R24118.; CITY OF WINDSOR, and its appurtenant interest; subject to and together with easements as set out in Schedule C.

### SCHEDULE "C" – PERMITTED ENCUMBRANCES

1. All encumbrances registered against the Lands as of the date of execution of the Agreement to which this Schedule "C" is attached.
2. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in the original grant(s) of the Lands from the Crown.
3. All applicable municipal by-laws and regulations provided, in each case, the same do not materially adversely affect the use and/or value of the Purchased Assets.
4. All unregistered or inchoate statutory liens, charges and encumbrances affecting title to the Lands for taxes, assessments, governmental charges and levies not yet due.
5. All defects and deficiencies which an up-to-date building location survey of the Lands might reveal.
6. All easements, rights-of-way and licenses registered for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television and/or any other service(s) to or for the benefit of the Lands (collectively, the "**Utility Easements**"), together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighboring property owners or any crane access agreements or tieback or shoring agreements provided, in each case the same do not materially adversely affect the use or value of the Purchased Assets.
7. All registered municipal agreements and registered agreements with publicly regulated utilities including, without limitation, all development, site plan, subdivision, engineering, heritage easement agreements and other municipal agreements (or similar agreements entered into with any governmental authorities), (with all of such agreements being hereinafter collectively referred to as the "**Development Agreements**") provided, in each case, the terms and conditions of each such Development Agreement have been complied with in all material respects and do not materially adversely affect the use of the Purchased Assets.
8. All agreements relating to any metering, submetering and/or check metering equipment, or relating to the supply of utility services to the Lands and/or the project of which the Lands form a part.
9. All shared facilities agreements, reciprocal and/or cost sharing agreements, all other agreements, easements and rights-of-way provided, in each case, the terms and conditions of each such agreement have been complied with in all material respects and do not materially adversely affect the use of the Purchased Assets.



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**SCHEDULE "D"— FORM OF APPROVAL AND VESTING ORDER**

Tab 16



# Form 520

for use in the Province of Ontario

## Listing Agreement – Commercial Seller Representation Agreement Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive



**BETWEEN:**

**BROKERAGE:**

REMAX WEST REALTY INC. BROKERAGE

96 REXDALE BLVD. TORONTO

(the "Listing Brokerage") Tel. No. 416-745-2300

**SELLER:** Msi Spergel inc., court-appointed Receiver of Abu Seifein Brimley Pharma Inc. (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as 127 Montezuma Trail

Scarborough, ON M1V 1K4

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

**commencing** at 12:01 a.m. on the 26 day of July, 20 21

**until** 11:59 p.m. on the 31 day of December, 20 21 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.** }

(Seller's Initials)

to offer the Property **for sale** at a price of:

One

Dollars (\$CDN) 1.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.**

(Seller's Initials)

### 1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

### 2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

of 4.00 % of the sale price of the Property or 2% of the sale price if the seller refers the buyer, the seller authorize

the BROKERAGE to receive a commission payment-if any-from the buyer in addition to the commission described above

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:

(MS)

INITIALS OF SELLER(S):

(MM)



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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 0.00 % of the sale price of the Property or \$1.00

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within 90 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.**

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

MS

INITIALS OF SELLER(S):

DS  
MM



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- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form.  
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- 9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 10. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 11. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 12. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

MS

INITIALS OF SELLER(S):

MM



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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)

(Does Not)

**13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.


**14. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

**16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.

**17. SCHEDULE(S)** ..... and data form attached hereto form(s) part of this Agreement.


**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

DocuSigned by:  7/20/2021  
(Authorized to bind the listing Brokerage) (Date) (Name of Person Signing) Maged Bebawy

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

msi Spengel inc., solely in its capacity as court-appointed receiver  
(Name of Seller) DocuSigned by:

 7/21/2021  
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse) (Seal) (Date) (Tel. No.)

#### DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record ..... Maged Bebawy  
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

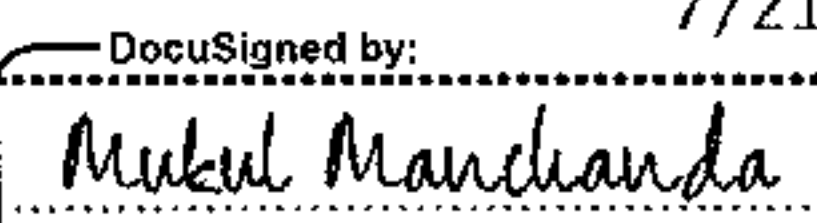
DocuSigned by:



(Signature of Salesperson/Broker/Broker of Record)

#### ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... day of ..... 7/21/2021

DocuSigned by:  7/21/2021  
(Signature of Seller) (Date)

(Signature of Seller) (Date)



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## SCHEDULE "B"

1. Notwithstanding any other provision contained in this Listing Agreement, the Seller shall only be liable to pay the commission provided for in the Listing Agreement if the purchase is completed. Maged Bebawy and RE/MAX West Realty Inc. (hereinafter, the "**Broker**" and the "**Brokerage**", respectively) acknowledge that the sale is taking place pursuant to the court order of The Honourable Justice Cavanagh made April 8, 2021 and that further court approval of the sale ("**Court Approval**") is a pre-condition to completion of the transaction. The Seller cannot guarantee that Court Approval will be obtained. The Broker and the Brokerage also acknowledge that the purchaser of the Property may include in the agreement of purchase and sale certain conditions which the Seller is required to fulfil prior to closing (collectively, "**Conditions**") including, without limitation, the delivery of vacant possession. The fulfilment of such Conditions by the Seller cannot be guaranteed. The parties agree that no commission shall be payable if the transaction is not completed because Court Approval is not obtained or if the Conditions are not met or are impracticable to meet.
2. It is further understood and agreed that the Broker and the Brokerage shall offer the Pharmacy Business for sale on an "as is, where is" basis and that neither the Broker or the Brokerage shall make representations, warranties, promises or agreements with respect to or in any way connected with the Pharmacy Business, including, without limitation, the title, description, fitness, state, condition, environmental status nor the existence of any work orders or deficiency notices affecting the Pharmacy Business.
3. Notwithstanding any other provision of this Agreement, the Vendor makes no representations or warranties regarding the Pharmacy Business, the existence of any environmental concerns applicable to the premises out which the Pharmacy Business is conducted, the existence of any insurance or its ability to enter into this listing agreement nor does the Vendor provide the Broker or the Brokerage with any indemnification regarding any such matters.
4. In the event of any conflict between the provisions of this Schedule "B" and the provisions of the pre-printed portions of the Listing Agreement, the provisions of this Schedule "B" shall override and shall govern and prevail for all purposes.
5. Any prospective purchaser agrees to use the Vendors Form of Offer which will be provided by the Broker to such prospective purchaser.
6. Any prospective purchaser and/or selling agent agrees to sign a Covid-19 Release provided by the Vendor's Agent prior to attending any tour or other viewing of the premises.
7. The terms in the Agreement with respect to the payment of commission to the Listing Brokerage through the Holdover Period do not apply in the event that there is an auction or tender of the property by the Seller subsequent to the expiry of the listing. The Seller will have no obligation to pay any commission to the Listing Brokerage in the event that the property is sold at auction or tender subsequent to the expiry of the listing.





**DETAILS****ZONING**

c o m m e r c i a l

TYPE - PRIMARY (check 1)	CATEGORY (check 1)	USE (check 1)
<input type="checkbox"/> Commercial Retail Property (Do not use for Sale of Business)	<input type="checkbox"/> Highway Commercial <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service <input type="checkbox"/> Commercial Condo <input type="checkbox"/> Institutional*	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Retail Store Related <input type="checkbox"/> Service Related <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Other  <input type="checkbox"/> Bank* <input type="checkbox"/> Church* <input type="checkbox"/> School* <input type="checkbox"/> Other*    *uses for Institutional category only
<input checked="" type="checkbox"/> Sale of Business	<input type="checkbox"/> With Property <input checked="" type="checkbox"/> Without Property	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Apparel  <input type="checkbox"/> Art Gallery  <input type="checkbox"/> Art Supplies  <input type="checkbox"/> Automotive Related  <input type="checkbox"/> Bakery  <input type="checkbox"/> Banquet Hall  <input type="checkbox"/> Bar/Tavern/Pub  <input type="checkbox"/> Beauty Salon  <input type="checkbox"/> Bed &amp; Breakfast  <input type="checkbox"/> Butcher/Meat  <input type="checkbox"/> Cabins/Cottages  <input type="checkbox"/> Café  <input type="checkbox"/> Car Wash  <input type="checkbox"/> Caterer/Cafeteria  <input type="checkbox"/> Coffee/Donut Shop             </div> <div style="width: 33%;"> <input type="checkbox"/> Coin Laundromat  <input type="checkbox"/> Convenience/Variety  <input type="checkbox"/> Copy/Printing  <input type="checkbox"/> Crafts/Hobby  <input type="checkbox"/> Dairy Products  <input type="checkbox"/> Day Care  <input type="checkbox"/> Delicatessen  <input type="checkbox"/> Delivery/Courier  <input type="checkbox"/> Distributing  <input checked="" type="checkbox"/> Drugstore/Pharmacy  <input type="checkbox"/> Dry Cleaning/Laundry  <input type="checkbox"/> Electronics  <input type="checkbox"/> Entertainment  <input type="checkbox"/> Fast Food/Takeout  <input type="checkbox"/> Fitness/Training             </div> <div style="width: 33%;"> <input type="checkbox"/> Florist  <input type="checkbox"/> Food Court Outlet  <input type="checkbox"/> Footwear  <input type="checkbox"/> Fruit/Vegetable/Market  <input type="checkbox"/> Funeral Home  <input type="checkbox"/> Furniture  <input type="checkbox"/> Garden/Landscaping  <input type="checkbox"/> Gas Station  <input type="checkbox"/> Golf Course  <input type="checkbox"/> Golf Driving Range  <input type="checkbox"/> Gravel Pit/Quarry  <input type="checkbox"/> Grocery/Supermarket  <input type="checkbox"/> Hair Salon  <input type="checkbox"/> Hardware/Tools  <input type="checkbox"/> Home Improvement             </div> <div style="width: 33%;"> <input type="checkbox"/> Hotel/Motel/Inn  <input type="checkbox"/> Jewellery  <input type="checkbox"/> Manufacturing  <input type="checkbox"/> Marina  <input type="checkbox"/> Medical/Dental  <input type="checkbox"/> Other  <input type="checkbox"/> Pizzeria  <input type="checkbox"/> Real Estate Office  <input type="checkbox"/> Restaurant  <input type="checkbox"/> Self Storage  <input type="checkbox"/> Service Related  <input type="checkbox"/> Spa/Tanning  <input type="checkbox"/> Sporting Goods  <input type="checkbox"/> Sports/Entertainment  <input type="checkbox"/> Travel Agency  <input type="checkbox"/> Wood Working             </div> </div>
<input type="checkbox"/> Store With Apartment/Office	<input type="checkbox"/> Store With Apartment/Office	
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation <sup>1</sup> <input type="checkbox"/> Apartment <sup>2</sup> <input type="checkbox"/> Retail <input type="checkbox"/> Industrial <input type="checkbox"/> Recreational <sup>3</sup> <input type="checkbox"/> Office	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Bed &amp; Breakfast <sup>1</sup>  <input type="checkbox"/> Apts-2 To 5 Units <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Cabins/Cottages <sup>1</sup>  <input type="checkbox"/> Apts-6 To 12 Units <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Hotel/Motel/Inn <sup>1</sup>  <input type="checkbox"/> Apts-13 To 20 Units <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Other <sup>1</sup>  <input type="checkbox"/> Apts-Over 20 Units <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Seniors Residence <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Other <sup>2</sup> </div> </div> <hr/> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Golf <sup>3</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Marina <sup>3</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Campground <sup>3</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Sports/Entertainment <sup>3</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Other <sup>3</sup> </div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <span>1 - uses for Accommodation only</span> <span>2 - uses for Apartment only</span> <span>3 - uses for Recreational only</span> <span>All others have no uses.</span> </div>
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Professional Office <input type="checkbox"/> Other
<input type="checkbox"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Multi-Unit <input type="checkbox"/> Industrial Condo	<input type="checkbox"/> Cooler/Freezer/Food Inspected <input type="checkbox"/> Factory/Manufacturing <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Warehouse <input type="checkbox"/> Transportation
<input type="checkbox"/> Farm	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Cash Crop <input type="checkbox"/> Hobby <input type="checkbox"/> Livestock <input type="checkbox"/> Other <input type="checkbox"/> Dairy Products <input type="checkbox"/> Horse
<input type="checkbox"/> Land	<input type="checkbox"/> Raw (Outside Official Plan) <input type="checkbox"/> Designated	<input type="checkbox"/> Bush <input type="checkbox"/> Hospitality <input type="checkbox"/> Parking Lot <input type="checkbox"/> Restricted <input type="checkbox"/> Golf <input type="checkbox"/> Office <input type="checkbox"/> Recreational <input type="checkbox"/> Retail <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Other <input type="checkbox"/> Residential <input type="checkbox"/> Waterfront <input type="checkbox"/> Industrial

**3 FREESTANDING**
☐ Yes    ☒ No
**4 TOTAL AREA**

1 7 5 7 . 0 0

**4 TOTAL AREA CODE (check 1)**

- ☐ Acres  
☐ Hectares  
☒ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

% BUILDING

☐ ☐ ☐
**5 OFFICE/APT AREA**
☐ ☐ ☐ ☐ ☐ ☐
**5 OFFICE/APT AREA CODE**

(check 1)

- ☐ Percentage  
☐ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

**6 INDUSTRIAL AREA**
☐ ☐ ☐ ☐ ☐ ☐
**6 INDUSTRIAL AREA CODE**

(check 1)

- ☐ Percentage  
☐ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

**7 RETAIL AREA**
☐ ☐ ☐ ☐ ☐ ☐
**7 RETAIL AREA CODE**

(check 1)

- ☐ Percentage  
☐ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

**FORM 590**

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SELLERS INITIALS

Page 2 of 4







**COMMENTS****REMARKS FOR BROKERAGES** (use up to 280 characters)

1. Appear in the Brokerage Full Report in TorontoMLS and not on the Client Reports and are not published on the Internet.  
 2. LIST ALL EQUIPMENT THAT IS RENTED, LEASED, OR LEASED TO OWN FOR THE PROPERTY INCLUDING THE DETAILS AND TERMS.  
 REFER TO RESIDENTIAL INFORMATION CHECKLIST - RENTAL OR LEASE - FIXTURE(S)/CHATTEL(S) INCLUDED - FORM 823.  
 3. ADDITIONAL CONTACT INFORMATION IS ALLOWED ONLY IN THIS FIELD.  
 Please Do Not Go Direct, Do Not Disturb Employees Or Pharmacist. Only Attached Aps To Be Used. Sold "As Is", No Warranty Or Representation, Email Offers To Magedrs@gmail.Com

**FINANCIAL INFORMATION**

20 **FINANCIAL STATEMENT** 21 **CHATELS** 22 **FRANCHISE** 23 **DAYS OPEN** **HOURS OPEN** 24 **EMPLOYEES**

Yes ☐ No ☒ Yes ☒ No ☐ Yes ☐ No ☒ One ☐ Two ☐ Three ☐ Four ☐ Five ☒ Six ☐ Seven ☐ Varies

25 **SEATS** 26 **L.L.B.O.** **BUSINESS/BUILDING NAME** (37 characters)

0 Yes ☐ No ☒ **TAXES EXPENSE**

**INSURANCE EXPENSE** **MANAGEMENT EXPENSE** **MAINTENANCE** **HEAT EXPENSES** **HYDRO EXPENSE** **WATER EXPENSE**

**OTHER EXPENSES** **GROSS INCOME/SALES** **VACANCY ALLOWANCE** **OPERATING EXPENSES** **NET INCOME BEFORE DEBT**

**EST. INV. VALUES AT COST** **COMMON AREA UPCHARGE** **PERCENTAGE RENT** **EXPENSES** **YEAR EXPENSES**

Actual ☐ Estimated ☒  
 ♦ COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

**MORTGAGE COMMENTS**

**BROKERAGE INFORMATION****LISTING BROKERAGE**

remax west realty inc.

**OFFICE PHONE** 4 1 6 7 4 5 2 3 0 0

**L.B. FAX NO.** 4 1 6 7 4 5 1 9 5 2

**BROKER 1/SALESPERSON 1**

Maged behawy

**BROKER 1/SALESPERSON 1 PHONE**

**BROKER 2/SALESPERSON 2**

**BROKER 2/SALESPERSON 2 PHONE**

**COMMISSION TO CO-OPERATING BROKERAGE**

\$ 1 . 0 0

**SPIS**

☐ Yes ☒ No

**ENERGY CERTIFICATION**

☐ Yes ☐ No

**CERTIFICATION LEVEL****GREEN PROPERTY INFORMATION STATEMENT**

☐ Yes ☐ No

**DISTRIBUTE TO DDF™/ADX**

☒ Yes ☐ No

**DISTRIBUTE TO INTERNET**

☒ Yes ☐ No

**DISPLAY ADDRESS ON INTERNET**

☒ Yes ☐ No

**APPOINTMENTS****PERMISSION TO CONTACT LB TO ADVERTISE**

☐ Yes ☒ No

**OCCUPANCY** (check 1)

☐ Owner/Tenant ☒ Owner ☐ Partial ☐ Tenant ☐ Vacant

**CONTACT AFTER EXPIRED**

☐ Yes ☒ No

**HOLDOVER DAYS**

9 0

**VIRTUAL TOUR URL** (100 characters)**PHOTO OPTIONS**

☐ Use photo from photo library ☒ Upload your own photo(s) ☐ No photo for this listing

SELLER HEREBY ACKNOWLEDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

SIGNATURE

SIGNATURE

DATE 7/21/2021

DATE

**FORM 590**

REV. JANUARY 2020



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**PRICE CODES**

FOR SALE  
GROSS LEASE  
NET LEASE  
OTHER

PER ACRE  
PER SQ. FT.  
PLUS STOCK  
SQ. FT. GROSS

SQ. FT. NET  
SQ. M. GROSS  
SQ. M. NET

**DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES**

2	<u>USE</u> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office	15	<u>SHIPPING DOORS</u> MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
3	<u>FREESTANDING</u> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office Farm; Land; Sale of Business	16	<u>ELEVATORS</u> MANDATORY: OPTIONAL:	Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	<u>TOTAL LAND/BLDG. AREA</u> MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	17	<u>PARKING/GARAGE</u> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land
5	<u>OFFICE/APT. AREA</u> MANDATORY: OPTIONAL:	Office; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	<u>RAIL</u> MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	<u>INDUSTRIAL AREA</u> MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	<u>SEWERS</u> MANDATORY: OPTIONAL:	Land Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	<u>RETAIL AREA</u> MANDATORY: OPTIONAL:	Commercial/Retail; Store with Apartment/Office Farm; Industrial; Investment; Land; Office; Sale of Business	20	<u>FINANCIAL STATEMENT</u> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	<u>BASEMENT</u> MANDATORY: OPTIONAL:	Sale of Business; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	<u>CHATELS</u> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	<u>CLEAR HEIGHT</u> MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	<u>FRANCHISE</u> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	<u>SPRINKLERS</u> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Office; Store with Apartment/Office Farm; Investment; Land; Sale of Business	23	<u>DAYS OPEN</u> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	<u>UTILITIES</u> MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	24	<u># EMPLOYEES</u> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	<u>WATER</u> MANDATORY:	For all	25	<u># SEATS</u> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	<u>AIR CONDITIONING</u> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land	26	<u>L.L.B.O.</u> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	<u>HEAT</u> MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Land			



**PRICE CODES**

FOR SALE  
GROSS LEASE  
NET LEASE  
OTHER

PER ACRE  
PER SQ. FT.  
PLUS STOCK  
SQ. FT. GROSS

SQ. FT. NET  
SQ. M. GROSS  
SQ. M. NET

**DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES**

2	<u>USE</u> MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office	15	<u>SHIPPING DOORS</u> MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
3	<u>FREESTANDING</u> MANDATORY: Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office OPTIONAL: Farm; Land; Sale of Business	16	<u>ELEVATORS</u> MANDATORY: Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	<u>TOTAL LAND/BLDG. AREA</u> MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business	17	<u>PARKING/GARAGE</u> MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land
5	<u>OFFICE/APT. AREA</u> MANDATORY: Office; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	<u>RAIL</u> MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	<u>INDUSTRIAL AREA</u> MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	<u>SEWERS</u> MANDATORY: Land OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	<u>RETAIL AREA</u> MANDATORY: Commercial/Retail; Store with Apartment/Office OPTIONAL: Farm; Industrial; Investment; Land; Office; Sale of Business	20	<u>FINANCIAL STATEMENT</u> MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	<u>BASEMENT</u> MANDATORY: Sale of Business; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	<u>CHATELS</u> MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	<u>CLEAR HEIGHT</u> MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	<u>FRANCHISE</u> MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	<u>SPRINKLERS</u> MANDATORY: Commercial/Retail; Industrial; Office; Store with Apartment/Office OPTIONAL: Farm; Investment; Land; Sale of Business	23	<u>DAYS OPEN</u> MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	<u>UTILITIES</u> MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business	24	<u># EMPLOYEES</u> MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	<u>WATER</u> MANDATORY: For all	25	<u># SEATS</u> MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	<u>AIR CONDITIONING</u> MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land	26	<u>L.L.B.O.</u> MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	<u>HEAT</u> MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Land		



**PRICE CODES**

FOR SALE	PER ACRE	SQ. FT. NET
GROSS LEASE	PER SQ. FT.	SQ. M. GROSS
NET LEASE	PLUS STOCK	SQ. M. NET
OTHER	SQ. FT. GROSS	

**DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES**

2	<b>USE</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office	15	<b>SHIPPING DOORS</b> <b>MANDATORY:</b> Industrial <b>OPTIONAL:</b> Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
3	<b>FREESTANDING</b> <b>MANDATORY:</b> Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Land; Sale of Business	16	<b>ELEVATORS</b> <b>MANDATORY:</b> Office <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	<b>TOTAL LAND/BLDG. AREA</b> <b>MANDATORY:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office <b>OPTIONAL:</b> Sale of Business	17	<b>PARKING/GARAGE</b> <b>MANDATORY:</b> Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Land
5	<b>OFFICE/APT. AREA</b> <b>MANDATORY:</b> Office; Store with Apartment/Office <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	<b>RAIL</b> <b>MANDATORY:</b> Industrial <b>OPTIONAL:</b> Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	<b>INDUSTRIAL AREA</b> <b>MANDATORY:</b> Industrial <b>OPTIONAL:</b> Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	<b>SEWERS</b> <b>MANDATORY:</b> Land <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	<b>RETAIL AREA</b> <b>MANDATORY:</b> Commercial/Retail; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Industrial; Investment; Land; Office; Sale of Business	20	<b>FINANCIAL STATEMENT</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	<b>BASEMENT</b> <b>MANDATORY:</b> Sale of Business; Store with Apartment/Office <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	<b>CHATELS</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	<b>CLEAR HEIGHT</b> <b>MANDATORY:</b> Industrial <b>OPTIONAL:</b> Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	<b>FRANCHISE</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	<b>SPRINKLERS</b> <b>MANDATORY:</b> Commercial/Retail; Industrial; Office; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Investment; Land; Sale of Business	23	<b>DAYS OPEN</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	<b>UTILITIES</b> <b>MANDATORY:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office <b>OPTIONAL:</b> Sale of Business	24	<b># EMPLOYEES</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	<b>WATER</b> <b>MANDATORY:</b> For all	25	<b># SEATS</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	<b>AIR CONDITIONING</b> <b>MANDATORY:</b> Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Land	26	<b>L.L.B.O.</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	<b>HEAT</b> <b>MANDATORY:</b> Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office <b>OPTIONAL:</b> Land		



SALE

COMMERCIAL

MLS® DATA INFORMATION FORM

Form 590



Listing Data Electronic Permission Fields

GREEN PROPERTY INFORMATION STATEMENT

☐ Yes ☐ No

DISTRIBUTE TO DDF™/IDX

☐ Yes ☐ No

DISTRIBUTE TO INTERNET

☐ Yes ☐ No

DISPLAY ADDRESS ON INTERNET

☐ Yes ☐ No

OPEN HOUSE NOTES

APPOINTMENTS

PERMISSION TO CONTACT LB TO ADVERTISE

☐ Yes ☐ No

The following chart is designed to explain how these two fields work in combination if a Brokerage subscribed to these Internet sites:

VOW - Virtual Office Website

REALTOR.ca - REALTOR® Website

IDX - Internet Data Exchange

DDF™ - Data Distribution Facility

DLA - Data License Agreement

Combination Check		Your Listing
Distribute to Internet	Yes	Goes to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes	
Distribute to Internet	Yes	Goes to: VOW, DLA, REALTOR.ca
Distribute to DDF™/IDX	No	Will not go to: IDX, DDF™
Distribute to Internet	No	Will not go to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes or No	



PERMISSION TO CONTACT LB TO ADVERTISE

☐ Yes ☐ No

*Important to note:* With the exception of the circumstances in the chart above, if a Brokerage wishes to advertise another Brokerage's listing, it must have a separate written permission from the Listing Brokerage's Broker of Record. If Permission to Contact LB to Advertise field says YES, you may contact the Listing Brokerage's Broker of Record to obtain permission to advertise their listing. If Permission to Contact LB to Advertise field says NO, that means that they will not be allowing other Brokerages to advertise their listing at all. If a written permission is not granted, the Brokerage advertising may be in violation of MLS® Rule R-430.

TRANSACTIONS  
TransactionDesk Edition

Motion Record Page No. 269

		<b>127 Montezuma Trail Ave W</b> <b>Toronto Ontario M1V1K4</b> Toronto E07 Agincourt North Toronto SPIS: N Taxes: \$0.00 / 2021 / N/A Legal:		List: \$1.00 For Sale For: Sale Last Status: New DOM: 0	
		Sale Of Business Without Property Drugstore/Pharmacy Com Cndo Fee: Dir/Cross St: Brimley Rd. W/Finch Ave East		Occup: Tenant Freestanding: SPIS: N Lse Term Mnths: / Holdover: 90 Franchise: N	
MLS#: E5319275 Sellers: Msi Spergel Inc., ( See Comments For Full Vendor Name ) Contact After Exp: N Possession Date: 11/01/2021 PIN#: ARN#:					
Total Area: 1,757 Sq Ft Ofc/Apt Area: Indust Area: Retail Area: 1,757 Sq Ft Apx Age: Volts: Amps: Zoning: Commercial Truck Level: Grade Level: Drive-In: Double Man: Clear Height: Sprinklers: Heat: Gas Forced Air Open Phys Hdcp-Eqp:		Survey: Lot/Bldg/Unit/Dim: 0 x 0 Feet Building Lot Irreg: Bay Size: %Bldg: Washrooms: Water: Municipal Water Supply: Sewers: A/C: Y Utilities: Garage Type: Outside/Surface Park Spaces: #Trl Spc: Energy Cert: Cert Level: GreenPIS:		Soil Test: Out Storage: Rail: Crane: Basement: N Elevator: UFFI: Assessment: Chattels: Y LLBO: N Days Open: 6 Hours Open: 10-6 Employees: 5 Seats: 0 Area Infl: Public Transit	
Bus/Bldg Name: Actual/Estimated: Taxes: Insur: Mgmt: Maint:		For Year: Heat: Hydro: Water: Other:		Financial Stmt: Y EstValueInv At Cost: Com Area Upcharge: % Rent:	
Client Remks: Brimley Pharmacy, Amazing Opportunity To Own Establish Pharmacy In High Traffic Neighborhood Plaza, Visible From Brimley. Ample Visitor Parking. Rent Is \$4,405.68., Open M-F 10:00 - 6:00/Sat 10:00 - 4:00, 1 Pharmacist +4 Part-Time Assistants, Great Potential To Grow , Court-Appointed Sale. Must Sign Nda For Additional Information. Must Sign The Acknowledgement Form, See Attachments. Sale Is Subject To Court Approval. Sold "As Is", No Warranty Or Representation Extras: Offers Reviewed Wednesday Sept 01, 2021- Vendor: Msi Spergel Inc., Solely In Its Capacity As Court-Appointed Receiver Of Abu Seifein Brimley Pharma Inc, O/A Brimley Pharmacy And Not In Any Corporate Or Personal Capacity Brkage Remks: Please Do Not Go Direct, Do Not Disturb Employees Or Pharmacist.. Only Attached Aps To Be Used. Sold "As Is", No Warranty Or Representation. Email All Offers To Magedrs@Gmail.Com					
RE/MAX WEST REALTY INC., BROKERAGE Ph: 416-745-2300 Fax: 416-745-1952 96 Rexdale Blvd. Toronto M9W1N7 MAGED BEBAWY, Broker 416-275-2782 Contract Date: 7/26/2021 Condition: Ad: Y Expiry Date: 12/31/2021 Cond Expiry: Escape: Last Update: 7/26/2021 CB Comm: \$1.00 Original: \$1.00					

Tab 17

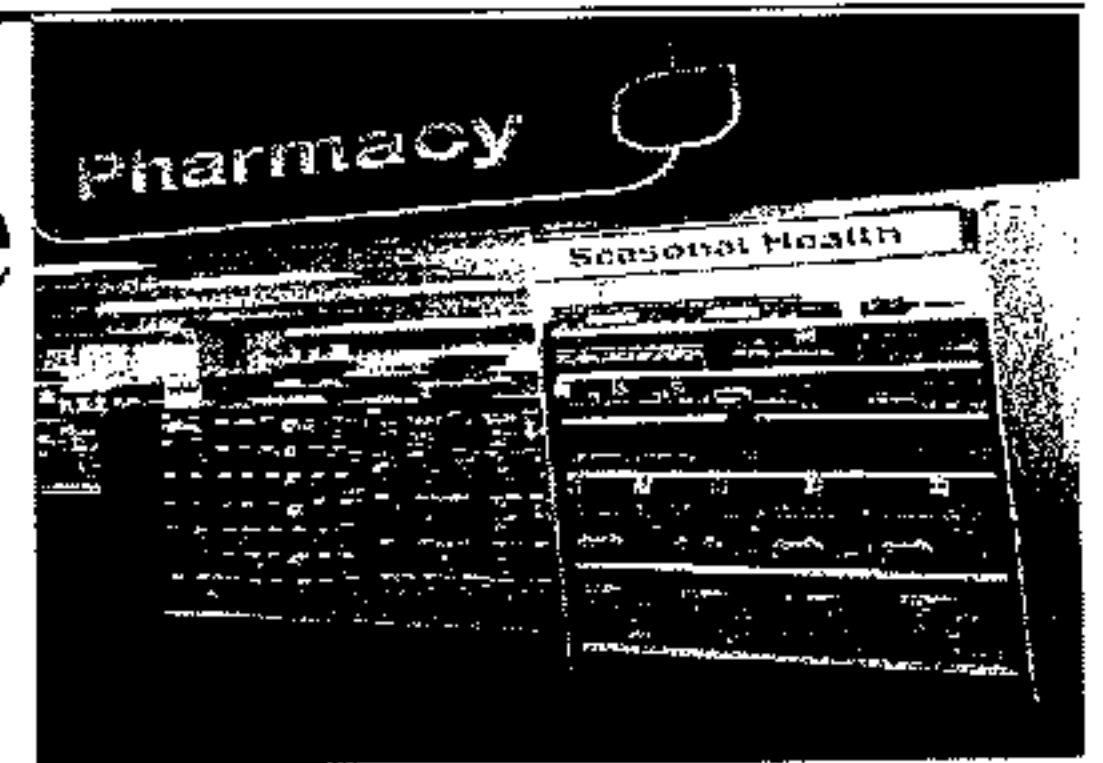


**MAGED BEBAWY**  
**Professional, Long Experience**



**RE/MAX**  
**WEST REALTY INC.**  
B R O K E R A G E  
INDEPENDENTLY OWNED AND OPERATED

## **3 Pharmacies for Sale** **Great Opportunities**



### ***Rare Opportunity To Own Well Established Pharmacy***

**1- Brimley Pharmacy**

**127 Montezuma Trail, Scarborough, ON M1V 1K4 (MLS#: E5319275)**

**Price = \$1.00 ( Best Offer)**

**2- Olde Walkerville Pharmacy**

**1701 Wyandotte St E Windsor, ON (MLS#: X5326592)**

**Price = 650,000 plus inventory**

**3- Olde Walkerville Pharmacy Sulla Via Pharmacy**

**870 Erie St E, Windsor, ON (MLS#: X5326589)**

**Price = 600,000 plus inventory**

**For additional information and instructions on how to proceed, please email- [magedrs@gmail.com](mailto:magedrs@gmail.com)**

**All Offers will be Reviewed September 1, 2021.**

**Please Do not go directly, do not disturb the staff or the pharmacist.**

**Sincerely Yours,**  
**Maged Bebawy**

**Real Estate Broker , B. Sc Civil Engineering**

**RE/MAX WEST REALTY INC., BROKERAGE**

**# 1 At The Office 2020**

**HALL OF FAME AWARD**

**2013 Grand Centurion Producer award**

**2014 & 2018 Re/Max Chairman's club award**

**2015, 2016, 2017, 2019 & 2020 Re/Max Titan's club award**

**Office: (416) 745-2300**

**Email: [magedrs@gmail.com](mailto:magedrs@gmail.com)**

**[www.realestatemaestro.ca](http://www.realestatemaestro.ca)**

**[www.linkedin.com/in/maged-bebawy-6562001b](https://www.linkedin.com/in/maged-bebawy-6562001b)**

## Philip Gennis

---

**From:** Maged Bebawy <magedseng@yahoo.com>  
**Sent:** October 24, 2021 10:24 AM  
**To:** Philip Gennis; Mukul Manchanda  
**Subject:** Brimley Pharmacy for sale , For The Best Offer - By Msi Spergel Inc., Solely In Its Capacity As Court-Appointed Receiver  
**Attachments:** MSI - Aug\_13\_21\_463112.docx; Pharmacy Fax 3 pharmacy (1).pdf; Brimley Pharmacy MLS.pdf

1-July 26, Brimley Pharmacy was available for all real estate agents in Ontario in MLS listing system

2- July 26, Brimley Pharmacy was available for all public in Canada at Realtor.Ca website

3- July 29, Email sent to about 800 potential buyers in Ontario by email and the email resent in August 03

4- Many emails sent thought the month of July and August to several groups or interested buyers

5- August 16 Fax broadcast sent to 4695 pharmacies in Ontario (as attached) using Pipeline Media, broadcasting company

**From:** Pipeline Media <broadcast@pipelinecom.net>  
**To:** 'Maged Bebawy' <magedrs@gmail.com>  
**Cc:** "leslie.gray@pipelinecom.net" <leslie.gray@pipelinecom.net>  
**Sent:** Monday, August 16, 2021, 10:22:56 a.m. EDT  
**Subject:** Broadcast Report

Hi Maged,

Here is the report for your fax sent this morning,

Thanks again,

Mark.

### **Broadcast Support**

BROADCAST COMPLETED

Billing Code : MSI

Pages : 1

Total Destinations : 4692

Successful Destinations : 4405

Failed Destinations : 287

=====



6-August 23 Fax broadcast sent to 4695 pharmacies in Ontario (as attached) using Pipeline Media, broadcasting company

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

**From:** Pipeline Media <broadcast@pipelinecom.net>  
**To:** 'Maged Bebawy' <magedrs@gmail.com>  
**Cc:** "leslie.gray@pipelinecom.net" <leslie.gray@pipelinecom.net>  
**Sent:** Monday, August 23, 2021, 10:35:51 a.m. EDT  
**Subject:** Broadcast Report

Hi Maged,

Here is the report for your fax sent this morning,

Thanks again,

Mark.

**Broadcast Support**

**BROADCAST COMPLETED**

Billing Code : MSI

Pages : 1

Total Destinations : 4692

Successful Destinations : 4405

Failed Destinations : 287

Best Regards,  
Maged Bebawy  
416 275 2782

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system. Thank You

## Philip Gennis

---

**From:** Maged Bebawy <magedseng@yahoo.com>  
**Sent:** July 28, 2021 12:48 PM  
**To:** Philip Gennis  
**Subject:** Fw: Pharmacy for sale , For The Best Offer - By Msi Spergel Inc., Solely In Its Capacity As Court-Appointed Receiver  
**Attachments:** Brimley Pharmacy MLS Listing.pdf; Brimley Pharmacy Covid Form.pdf; Brimley Pharmacy NDA.pdf

Best Regards,  
Maged Bebawy  
416 275 2782

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system. Thank You

Hi

Pharmacy for sale by Msi Spergel Inc.,  
Solely In Its Capacity As Court-  
Appointed Receiver,

**Attached the MLS listing**

For The Best Offer, all offers will be  
reviewed September 01 ,2021,

**If you are interested, please sign the  
attached NDA for the specific pharmacy,  
as well as sing the attached  
acknowledgement form, .**

**Please email back both signed forms to  
me ([magedrs@gmail.com](mailto:magedrs@gmail.com))**

Then will email you back the available sales  
reports and financial statement

The offers will be accepted only in the MSI  
Spergel Inc. form, which you will be emailed  
to interested buyers

=====

To make it easier for everybody who wants  
to buy, I will list here all the common and  
Frequently Asked Questions :

**1- When can I submit my offer?**

You can submit your offer any time from  
now until September 01 @ 5.00 PM .

Please email your offer to



[magedrs@gmail.com](mailto:magedrs@gmail.com) and please CC  
[pgennis@spergel.ca](mailto:pgennis@spergel.ca)

## **2- What form should I use for the offer?**

The offers will be accepted only in the MSI Spergel Inc. form, which you will be emailed to interested buyers

## **3- Can I add any clause or condition to this offer?**

Yes, You can add any clause(s) or condition(s) to the offer, but that have to be added in a separate schedule, attached to the offer.

Another way to add one or more clause(s) or condition(s) to the offer, by inserting it in the body of the offer, with highlighting the tracking changes (using Microsoft word tracking futures).

## **4- I don't know how to fill out or submit the offer?**

You can get help from a lawyer to fill out and submit the offer. Attached to this email a list of (7) lawyers which- to my best knowledge- they are working in buying and selling pharmacies. You can contact any of them or you can contact your own preferred lawyer.

## **5- Can I obtain financing for those pharmacies?**

You can contact CWB Maxium Financial for financing inquiries. They are willing to work with qualified buyer to finance any or all of the pharmacies.

Please contact  
Chris Lowry | Regional Sales Manager,  
Ontario  
CWB Maxium Financial  
Email [Chris.Lowry@cwymaxium.com](mailto:Chris.Lowry@cwymaxium.com)  
Office Phone 905.780.0891 ext. 398 Mobile  
Phone 416-725-7657  
OR  
John Walker  
Managing Director, Cash Flow  
Email [John.Walker@cwymaxium.com](mailto:John.Walker@cwymaxium.com)  
Office Phone (587) 956-6500 Mobile  
Phone (403) 700-5422

## **6-How can I complete my due diligence?**

Please do your due diligence according to the available information, reports and financial statement

## **7- What price should I offer?**

Msi Spergel Inc. are looking for the fair market value and they will proceed with the best price

## **8- Is there more than one listing Broker ?**

No, Only one listing broker,  
**Maged Bebawy**  
Real Estate Broker ,  
RE/MAX WEST REALTY INC.,  
BROKERAGE

=====

*Sincerely Yours,*  
*Maged Bebawy*  
*Real Estate Broker , B. Sc Civil Engineering*  
*RE/MAX WEST REALTY INC.,*  
*BROKERAGE*  
*HALL OF FAME AWARD*  
*2013 Grand Centurion Producer award*  
*2014 & 2018 Re/Max Chairman's club*  
*award*  
*2015, 2016, 2017, 2019 & 2020 Re/Max*  
*Titan's club award*  
Cell: 416 275 2782  
email: [magedrs@gmail.com](mailto:magedrs@gmail.com)

# Tab 18

## Philip Gennis

---

**From:** Nuala Kelly <nkelly@kalli.ca>  
**Sent:** April 16, 2021 2:41 PM  
**To:** Philip Gennis  
**Cc:** Susan Downey  
**Subject:** RE: Abu Sefein Brimley Pharma Inc.-in Receivership-Pharmacy located at 127 Montezuma Trail, Scarborough.

Hi, Philip, I have gone through the agreements. There is no demolition clause in the current agreement, but there is no further renewal option. Any new agreement that might be signed in the future would have a demolition clause. The HST number for the plaza is:  
73294 1315 RT0001

Regards,

**Nuala Kelly**

Kalli Management Limited

**Phone:** 416 510 5873

**Mobile:** 647 409 4022

**Web:** [www.kalli.ca](http://www.kalli.ca)

**Email:** [nkelly@kalli.ca](mailto:nkelly@kalli.ca)

4040 Finch Avenue East, Suite 305A, Toronto ON M1S 4K5

**From:** Philip Gennis <PGennis@spergel.ca>  
**Sent:** April 15, 2021 5:01 PM  
**To:** Nuala Kelly <nkelly@kalli.ca>  
**Cc:** Susan Downey <sdowney@spergel.ca>; Philip Gennis <PGennis@spergel.ca>  
**Subject:** RE: Abu Sefein Brimley Pharma Inc.-in Receivership-Pharmacy located at 127 Montezuma Trail, Scarborough.

Nuala,

Can you please provide us with the Landlord's HST Number together with the document containing the demolition clause.

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 | C: (416) 457-4773

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

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**From:** Nuala Kelly <nkelly@kalli.ca>

**Sent:** April 12, 2021 4:42 PM

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

**Cc:** Mukul Manchanda <mmanchanda@spergel.ca>; Susan Downey <sdowney@spergel.ca>; Kevin Wassermuhl <kwassermuhl@gmail.com>; golds57@sympatico.ca

**Subject:** RE: Abu Sefein Brimley Pharma Inc.-in Receivership-Pharmacy located at 127 Montezuma Trail, Scarborough.

Philip, I have informed the Landlord and they have asked me to forward the lease documents to you. I am including the original lease as well as the current owner's documents. The Tenant has not paid the April, 2021 rent. The monthly rent is as follows:

Base Rent:	\$2,342.67
CAM:	1,187.44
Property Tax:	875.57
HST	572.74
Total Monthly:	<b>\$4,978.42</b>

There is also a balance owing for the year ending December 31, 2020:

2020 Year End Adjustment:	\$1,174.19
HST:	152.64
Total Due:	<b>\$1,326.83</b>

Cheques are payable to: **Montezuma LP GRP B**

We will require liability insurance for the tenancy with the following as named insured:

Montezuma Plaza Inc. as Landlord

And

Kalli Management Limited as Property Manager

All to be sent to

Kalli Management Limited

4040 Finch Ave. E., Suite 305A

Toronto, ON M1S 4V5

Please let me know if you have any questions or concerns.

Regards,

**Nuala Kelly**

Kalli Management Limited

**Phone:** 416 510 5873

**Mobile:** 647 409 4022

**Web:** [www.kalli.ca](http://www.kalli.ca)

**Email:** [nkelly@kalli.ca](mailto:nkelly@kalli.ca)

4040 Finch Avenue East, Suite 305A, Toronto ON M1S 4K5

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

**Sent:** April 8, 2021 3:15 PM

**To:** Nuala Kelly <nkelly@kalli.ca>

**Cc:** Philip Gennis <PGennis@spergel.ca>; Mukul Manchanda <mmanchanda@spergel.ca>; Susan Downey <sdowney@spergel.ca>

**Subject:** Abu Sefein Brimley Pharma Inc.-in Receivership-Pharmacy located at 127 Montezuma Trail, Scarborough.

**Importance:** High

Nuala,

Thank you for taking my call earlier.

As discussed, msi Spergel inc., has been appointed as Receiver over the above entity which operates a pharmacy business from premises managed by you and located at 127 Montezuma Trail, Scarborough. A copy of the Court Order is attached.

We are presently in the process of taking possession of the premises. It is our intention to continue operations and ultimately to put the pharmacy up for sale.

We are changing the locks and will arrange to provide you with a key. Susan Downey of our office will be your main contact. She is copied on this email and may be reached by cell at (416) 818-3675.

I will provide Susan with your contact info.

We would like to receive a copy of the lease under which the pharmacy occupies the premises together with confirmation of the rent payable and a statement of any arrears.

Thank you in advance for your assistance.

Regards,

**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 | C: (416) 457-4773

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

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## Philip Gennis

---

**From:** Nuala Kelly <nkelly@kalli.ca>  
**Sent:** July 15, 2021 8:08 AM  
**To:** Philip Gennis  
**Cc:** Susan Downey; Mukul Manchanda  
**Subject:** RE: Brimley Pharmacy-Further Question for Landlord

Good morning, Philip, the landlord is in agreement with a three-month reciprocal notice period in a renewal.

Regards,

**Nuala Kelly**

Kalli Management Limited

Phone: 416 510 5873

Mobile: 647 409 4022

Web: [www.kalli.ca](http://www.kalli.ca)

Email: [nkelly@kalli.ca](mailto:nkelly@kalli.ca)

4040 Finch Avenue East, Suite 305A, Toronto ON M1S 4K5

**From:** Philip Gennis <PGennis@spergel.ca>  
**Sent:** July 13, 2021 3:05 PM  
**To:** Nuala Kelly <nkelly@kalli.ca>  
**Cc:** Susan Downey <sdowney@spergel.ca>; Mukul Manchanda <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>  
**Subject:** Brimley Pharmacy-Further Question for Landlord  
**Importance:** High

Nuala,

Is the Landlord willing to make the three month notice period reciprocal?

In other words, can our Purchaser (once it enters into a renewal with the Landlord) vacate on three months notice to the Landlord?

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 | C: (416) 457-4773

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

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## Philip Gennis

---

**From:** Nuala Kelly <nkelly@kalli.ca>  
**Sent:** July 8, 2021 11:56 AM  
**To:** Philip Gennis  
**Cc:** Mukul Manchanda; Susan Downey  
**Subject:** RE: Brimley Pharmacy

Hi, Philip, this is the response from the Landlord in red below:

Regards,

**Nuala Kelly**

Kalli Management Limited

Phone: 416 510 5873

Mobile: 647 409 4022

Web: [www.kalli.ca](http://www.kalli.ca)

Email: [nkelly@kalli.ca](mailto:nkelly@kalli.ca)

4040 Finch Avenue East, Suite 305A, Toronto ON M1S 4K5

**From:** Philip Gennis <PGennis@spergel.ca>  
**Sent:** July 8, 2021 10:17 AM  
**To:** Nuala Kelly <nkelly@kalli.ca>  
**Cc:** Mukul Manchanda <mmanchanda@spergel.ca>; Susan Downey <sdowney@spergel.ca>; Philip Gennis <PGennis@spergel.ca>  
**Subject:** Brimley Pharmacy  
**Importance:** High

Nuala,

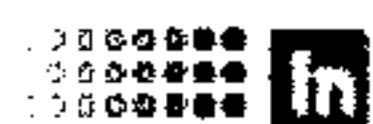
In advance of our listing the above pharmacy for sale, we would like confirmation of the following:

1. Will the Landlord grant a minimum of two further five year extensions commencing August 1, 2022 Acknowledging that both will contain a demolition clause? Yes
2. Will the Landlord be willing to extend the notice period for its exercise of the demolition clause from 6 months to 12 months? No, there would be three month notice periods to exercise the demolition clause.

There is some urgency attached to this request so I would appreciate it if you could get back to me ASAP.

Thanks in advance.

**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 | C: (416) 457-4773  
[PGennis@spergel.ca](mailto:PGennis@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
**Insolvency • Restructuring • Consulting**



# Tab 19

## PHARMACY PURCHASE AGREEMENT

ABU SEIFEIN BRIMLEY PHARMA INC.O/A BRIMLEY PHARMACY

THIS AGREEMENT is made as of the 24<sup>th</sup> day of September, 2021.

### BETWEEN:

**MSI SPERGEL INC.**, solely in its capacity as court-appointed Receiver of all of the property and assets of Abu SeifeinBrimley Pharma Inc., o/a Brimley Pharmacy (the “**Company**”) and not in any other capacity and with nopersonal or corporate liability

(hereinafter called the “**Vendor**”)

### OF THE FIRST PART

- and -

**2868783 ONTARIO INC.**

(hereinafter called the “**Purchaser**”)

### OF THE SECOND PART

### RECITALS:

Whereas:

- A. Pursuant to the Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) in Court File No. CV-20-00650853-00CL ( the “**Proceedings**”), dated April 8, 2021 (the “**Appointment Order**”), the Vendor was appointed as Receiver of all the assets, property and undertaking (the “**Assets**”) of the Company
- B. Pursuant to the Appointment Order, the Vendor is authorized to sell the Assets and apply for an order of the Court approving the sale of the Assets and vesting title to the Assets in the Purchaser.
- C. Subject to an order being issued by the Court approving the sale of the Purchased Assets (defined herein) and pursuant to the terms of this Agreement, the Purchaser has offered to purchase the Purchased Assets and the Vendor has accepted such an offer on the terms and conditions contained herein.

**NOW THEREFORE IN CONSIDERATION** of the premises and the mutual agreements in this Agreement, and for other consideration (the receipt and

sufficiency of which are acknowledged by each Party), the Parties agree as follows.

1.

**INTERPRETATION**

**1.1. Definitions**

In this Agreement:

**“Agreement”** means this asset purchase agreement resulting from the acceptance, by the Vendor, of the offer provided for in Section 6.9 and all Schedules attached hereto and the terms “hereof” and “hereto” refer to this Agreement as a whole and references to “Section” and “subsection” mean the relevant section or subsection of this Agreement unless the context specifically indicates otherwise;

**“Applicable Law”** means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, regulatory policy or guideline, by-law (zoning or otherwise), or Order, or any consent, exemption, approval or License of any Governmental Authority, that applies in whole or in part to the Transaction, the Vendor, the Purchaser, the Company, the Business, the manner in which the Business is carried on or to any of the Purchased Assets;

**“Appointment Order”** means the order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice dated November 25, 2020, appointing the Vendor as Receiver of all of the assets, property and undertaking of the Company, including the Purchased Assets, pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O., 1990, c.C43, as amended (the “CJA”)

**“Approval Order”** means an order or orders of the Court in a form substantially in accordance with Schedule A authorizing and approving the Transaction contemplated under this Agreement (and which Order may, at the option of the Vendor, be combined, in one Order, with the Vesting Order);

**“Assets”** has the meaning given in recital A;

**“BIA”** means the *Bankruptcy and Insolvency Act* of Canada as the same may be amended from time to time;

**“Business”** means the retail pharmacy business of the Company;

**“Business Day”** means a day other than a Saturday or Sunday, on which Canadian chartered banks are open for the transaction of domestic business in Toronto, Ontario;

**“Claims”** shall have the meaning ascribed thereto in the Vesting Order;

**“Closing”** means the completion of the sale to, and purchase by the Purchaser of, the Purchased Assets in accordance with the terms of this Agreement;

**“Closing Date”** means ten (10) Business Days after the Court grants the Approval Order and the Vesting Order or such other date as the parties hereto agree to in writing;

**“Closing Document”** means any document delivered at or subsequent to the Closing Time as provided in or pursuant to this Agreement;

**“College”** means the Ontario College of Pharmacists;

**“Company”** has the meaning given in the listing of the Parties of the First Part;

**“Contracts”** means the full benefit and advantage of all contracts, agreements and entitlements of the Company relating to the Business [other than the interest of any of the Company in any of the Accounts Receivable, the Inventory, the Fixed Assets, the Equipment Leases, the Goodwill, the Records, Intellectual Property, and/or the leasehold interest of the Company in the Premises];

**“Closing Time”** means 10:00 am Toronto time on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing shall take place;

**“Court”** means the Ontario Superior Court of Justice (Commercial List);

**“Deposit”** has the meaning set out in Section 2.3;

**“Encumbrances”** shall have the meaning ascribed to thereto in the Vesting Order;

**“Excluded Assets”** means (i) any Assets not specifically included as part of the Purchased Assets, and (ii) for greater certainty, includes the Real Property, bank accounts of the Company, cash on hand or cash equivalents at Closing;

**“Fixed Assets”** means all of the fixed assets, machinery, equipment, computers, furniture, furnishings and vehicles owned by the Company together with all operating manuals, maintenance logs, and equipment drawings and specifications in the possession of the Vendor;

**“Goodwill”** means the goodwill of the Company included in the Purchased Assets, including the right to carry on its Business as successor thereto and the use of all telephone numbers and facsimile numbers used in its Business, patient lists and related prescription lists, trade name and customer and supplier lists;

**“Governmental Authority”** means any domestic or foreign government whether federal, provincial, state or municipal and any governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatever;



**“including”** means **“including without limitation”** and the term **“including”** shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;

**“Intellectual Property”** means all of the patents, trade names, trademarks and other intellectual property and the Goodwill appurtenant thereto to the extent same comprises property of the Company included in the Purchased Assets as of the Closing Date, any and all other patents, trade names, trademarks and other intellectual property and the goodwill appurtenant thereto together with all documents, drawings, and technical data in the possession of the Vendor;

**“Inventory”** means - subject to the reconciliation provisions hereof (including Section 5.3) - all inventories of every kind and nature and wheresoever situated of our relating to the Business including, but not limited to , pharmaceuticals, over-the-counter medications, front-of-counter sundries, tobacco products but does not, if applicable, include lottery tickets or related products.

**“Inventory Valuation”** has the meaning set out in Section 5.3;

**“Lease”** means the lease between the Vendor and the landlord of the Premises, which is occupied by the Company pursuant to the lease disclosed to the Purchaser in the data room for the sale process;

**“License”** means any license, permit, approval, right, privilege, concession or franchise in respect of the Business;

**“Listing Broker”** means Maged Bebawy or another representative of REMAX West Realty Inc.

**“Order”** means any order (draft or otherwise), judgment, injunction, decree, award or writ of any court, tribunal, arbitrator, Governmental Authority, or other Person;

**“Parties”** means the Purchaser and the Vendor collectively, and **“Party”** means any one of them;

**“Permitted Encumbrances”** shall mean those encumbrances listed in the Approval and Vesting Order attached as Schedule “A”

**“Person”** or **“person”** shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any Governmental Authority or any other entity recognized by law;

**“Premises”** means the premises as listed in Schedule B;

**“Purchase Price”** means the purchase price payable for the Purchased Assets pursuant to Section 2.2 ;

**“Purchased Assets”** means, subject to the terms hereof (including the terms with respect to reconciliation of Inventory), all of the interest of the Company in the retail pharmacy business, including but not limited to Fixed Assets, Intellectual Property, the Lease, and Inventory, but not including any Excluded Assets;

**“Related Person”** has the meaning in the *Bankruptcy and Insolvency Act*, 1985, c. B-3, as amended;

**“Records”** means all of the records relating exclusively to the Business consisting of operating data, files, books and records, correspondence, materials and contract documents;

**“Transaction”** means the transaction of purchase and sale contemplated pursuant to this Agreement;

**“Vesting Order”** means an order or orders of the Court in a form substantially in accordance with Schedule A ordering that the right, title and interest of the Company in the Purchased Assets be vested in the Purchaser free and clear of any right, title or interest of Claims and Encumbrances, except for Permitted Encumbrances.

## **1.2. Statutes**

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended or to any restated or successor legislation of comparable effect.

## **1.3. Headings**

The division of this Agreement into articles, Sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **1.4. Number and Gender**

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

## **1.5. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of or between the Parties.

### **1.6. Amendment**

This Agreement may only be amended, modified or supplemented by a written agreement signed by each Party.

### **1.7. Waiver of Rights**

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

### **1.8. Schedules**

The following Schedules form part of this Agreement:

- Schedule A - Form of Approval and Vesting Order
- Schedule B - Addresses of Premises
- Schedule C - Purchase Price Allocation

### **1.9. Applicable Law**

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in Ontario (excluding any conflict of laws, rule or principle which might refer such interpretation to the laws of another jurisdiction). Each Party irrevocably submits to the exclusive jurisdiction of the Court with respect to any matter arising hereunder or related hereto.

### **1.10. Currency**

Unless specified otherwise, all statements of or references to dollar amounts in this Agreement are to Canadian dollars.

### **1.11. Third Party Beneficiaries**

Nothing in this Agreement or in any Closing Document is intended expressly or by implication to, or shall, confer upon any Person other than the Parties, any rights or remedies of any kind.

2.

**PURCHASE AND SALE**

**2.1. Purchase and Sale of Purchased Assets**

- (a) The Vendor shall sell, assign and transfer to the Purchaser and the Purchaser shall purchase the Purchased Assets on the Closing Date pursuant to the Vesting Order and the Purchaser shall pay the Purchase Price on the Closing Date, subject to the terms and conditions contained in this Agreement.
- (b) The Purchaser hereby acknowledges to and in favour of the Vendor that the Purchaser has conducted its own investigations and inspections of the Purchased Assets and that the Purchaser is responsible to conduct its own inspections and investigations of all matters and things connected with or in any way related to the Purchased Assets, that the Purchaser has satisfied itself with respect to the Purchased Assets and all matters and things connected with or in any way related to the Purchased Assets, that the Purchaser has relied entirely upon its own investigation and inspections in entering into this Agreement, that the Purchaser is purchasing the Purchased Assets on an “as is, where is” basis as at the Closing Date, that the Purchaser will accept the Purchased Assets in their state, condition and location on Closing and that the Purchaser hereby acknowledges that the Vendor has made no representations, warranties, statements or promises, including as to the compliance with any Applicable Laws affecting the Transaction, save and except as are expressly contained in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) do not apply to the sale of the Purchased Assets and have been waived by the Purchaser. Except as expressly set out in this Agreement, no adjustment shall be allowed to the Purchaser for any changes in condition, quality or quantity of the Purchased Assets to and including the Closing Date. Except as specifically contemplated and provided for in this Agreement, the Purchaser acknowledges that the Vendor is not required to inspect or count, or provide any inspection or counting, of the Purchased Assets or any parts thereof and the Purchaser shall be deemed, at its own expense, to have relied entirely upon its own inspection and investigation of the Purchased Assets. Nothing contained herein shall require the Vendor, following Closing, to take possession of, protect, preserve, or otherwise safeguard any Purchased Assets.
- (c) The Purchaser acknowledges and agrees that any and all information relating to the Purchased Assets (including any environmental report(s), if any, or any information memorandum given by the Vendor, the Company, or any other person to the Purchaser) was delivered to the Purchaser solely for the Purchaser’s convenience and there is no representation or warranty of any kind whatsoever made by the Vendor



nor the Company or any other person with respect to the accuracy or completeness of any such information.

The descriptions of any of the Purchased Assets contained on the Schedules appended hereto are for the purposes of identification only and the Vendor is not liable for any error or omission in such Schedules.

- (d) The Purchaser acknowledges that it shall be the Purchaser's sole responsibility to obtain, at its own expense, and the Purchaser shall use its best efforts to obtain, any consents, approvals or any further documentation or assurances which may be required to be obtained by Purchaser (but not the Company or Vendor) to carry out the terms of this Agreement. Notwithstanding the foregoing, the Vendor agrees to do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power and as the Purchaser may reasonably request be done and or executed, in order to carry out the terms of this Agreement, but in so doing, shall not be required to incur any expense or liability (except as the Vendor in its absolute discretion sees fit).
- (e) The Purchaser shall assume, at its own cost, complete responsibility for compliance with all Applicable Laws in connection with the Purchased Assets, or the use thereof by the Purchaser, after the Closing Date.
- (f) The Purchaser shall be responsible for making all necessary arrangements for continued occupation of the Premises as assignee pursuant to the Lease.

## 2.2. Purchase Price & Purchased Assets

The Purchase Price for the Purchased Assets (save and except inventory as defined herein) as apportioned by the Purchaser on Appendix C (not including all applicable taxes, for which the Purchaser shall also be liable in accordance with Section 2.5) shall be [REDACTED]

## 2.3. Payment of Purchase Price

The Purchaser shall pay the Purchase Price to the Vendor as follows:

- (a) the sum of [REDACTED]  
[REDACTED]  
[REDACTED]  
shall be paid by wire transfer, delivery of certified funds or bank draft payable to the Vendor "in Trust", with the submission of this Agreement by the Purchaser to the Vendor and held by the Vendor as a deposit (the "Deposit") which shall be dealt with in accordance with Section 2.4; and

- (b) the balance of the Purchase Price together with the amount of the agreed inventory valuation shall be delivered to the Vendor at Closing payable in cash, by delivery of a certified cheque or bank draft or by wire transfer.

#### **2.4. Deposit**

- (a) The Deposit shall be paid and held in escrow by the Vendor, until the Closing Time, at which time the Deposit shall be applied on account of the Purchase Price or as otherwise provided for in this Agreement.
- (b) If this Agreement:
  - (i) is terminated or the Closing otherwise fails to occur for any reason other than a breach by the Purchaser of its obligations under this Agreement, then the Purchaser shall be entitled to the return of the Deposit without interest within five (5) Business Days and the Purchaser shall have no recourse against the Receiver and this Agreement shall become null and void;
  - (ii) is terminated or the Closing otherwise fails to occur as a result of the breach of the Purchaser of its obligations under this Agreement, then the Vendor shall be entitled to retain the Deposit as liquidated damages, and shall be entitled to pursue all of its other rights and remedies against the Purchaser.

#### **2.5. Taxes**

The Purchaser shall be liable for and shall pay, in addition to the Purchase Price, all federal and provincial sales taxes and any other taxes or duties payable in connection with the conveyance and transfer of the right, title and interest, if any, of the Vendor in and to the Purchased Assets (collectively, the “**Taxes**”) to the Purchaser and the Purchaser undertakes and agrees to pay all such Taxes on Closing - provided that the Vendor and the Purchaser agree that the appropriate elections with respect to the payment of Taxes may be made. By executing this Agreement, the Purchaser indemnifies and holds the Vendor harmless from and against any and all costs, expenses, liabilities and damages incurred or suffered by the Vendor as a result of the failure of the Purchaser to pay any of the Taxes exigible in connection with the Transaction which indemnity shall survive closing.

#### **2.6. Time and Place of Closing**

The Closing shall take place at the Closing at the offices of the solicitors for the Vendor or as may otherwise be agreed between the Parties in writing.

## **2.7. The Closing**

### **2.7.1. Vendor's Deliveries**

At Closing, the Vendor shall:

- (a) Upon the delivery of all of the Purchaser's Deliveries as set out in Article 2.7.2, execute and deliver to the Purchaser the Receiver's Certificate in the form appended as Schedule "A" to the Vesting Order;
- (b) deliver to the Purchaser the Approval Order and the Vesting Order;
- (c) deliver to the Purchaser a certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Vendor contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (d) execute and deliver to the Purchaser a bill of sale in respect of the Purchased Assets on the terms contained herein, if requested; and
- (e) execute and deliver or cause to be executed and delivered such other documents, instruments or certificates as contemplated by this Agreement.

### **2.7.2. Purchaser's Deliveries**

At Closing, the Purchaser shall:

- (a) deliver payment of the balance of the Purchase Price in accordance with Article 2;
- (b) execute and deliver or cause to be executed and delivered such other documents, instruments or certificates as the Vendor may reasonably request.
- (c) deliver to the Vendor an acknowledgement dated as of the Closing Date, that each of the conditions precedent in this Agreement in favour of the Purchaser have been fulfilled, performed or waived by the Purchaser as of the Closing Date;
- (d) execute and deliver or cause to be executed and delivered such other documents, instruments or certificates as contemplated by this Agreement.

**3.**

**REPRESENTATIONS AND WARRANTIES**

**3.1. Representations and Warranties of the Vendor**

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement:

- (a) The Vendor has been appointed Receiver of the Company pursuant to the Appointment Order.
- (b) The Vendor has done no act to dispose of or encumber any of the Purchased Assets.

**3.2. Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement:

- (a) The Purchaser is a corporation duly incorporated, organized, and validly existing under the laws of its jurisdiction of incorporation. No proceedings have been taken or authorized by the Purchaser or, to the best of the Purchaser's knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser.
- (b) The Purchaser has all necessary power and capacity to execute and deliver, and to observe and perform its covenants and obligations under, this Agreement and the Closing Documents to which it is a party. The Purchaser has taken all corporate action necessary to authorize the execution and delivery of, and the observance and performance of, its covenants and obligations under this Agreement and the Closing Documents to which it is or shall be a party.
- (c) This Agreement has been, and each Closing Document to which the Purchaser is a party will on Closing be, duly executed and delivered by the Purchaser, and this Agreement constitutes, and each Closing Document to which the Purchaser is a party will, on Closing, constitute, a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.
- (d) The Purchaser is in good standing with the College and with the Ontario Ministry of Health;
- (e) The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).



### **3.3. Interpretation**

Each representation and warranty made by a Party in this Agreement shall be treated as a separate representation and warranty in respect of each statement made and the interpretation of any statement made shall not be restricted by reference to, or inference from, any other statement made in a representation and warranty of such Party.

### **3.4. Commission**

Each Party represents and warrants to each other Party that no other Party will be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated hereby because of any action taken by, or agreement or understanding reached by, that Party.

### **3.5. Survival of Representations and Warranties**

All representations, warranties, statements, covenants and agreements made by the Purchaser in this Agreement or any Closing Document shall survive the Closing indefinitely.

## **4.**

### **CONDITIONS PRECEDENT**

#### **4.1. Conditions of Closing**

Either the Purchaser or the Vendor shall be obliged to complete the Closing only if each of the conditions precedent set out below in Sections 4.1.1 through 4.1.9 inclusive, has been satisfied in full at or before the Closing Time.

##### **4.1.1. Accuracy of Representations and Performance of Covenants**

At the Closing Time, all of the representations and warranties of each of the Purchaser and the Vendor made in or pursuant to this Agreement shall be true and correct as if made at and as of the Closing Time (regardless of the date as of which the information in this Agreement or in any schedule or other document made pursuant hereto is given) except as such representations or warranties may be affected by the appeal of any court order referred to herein. At the Closing Time, each of the Purchaser and the Vendor shall have observed or performed in all respects all of the obligations, covenants and agreements which it must perform at or before the Closing Time. Each of the Purchaser and the Vendor shall have received immediately prior to the Closing Time a certificate from the other certifying, to the best of its knowledge, information and belief (after due enquiry) that the conditions in this Section 4.1.1 to be satisfied by it have been satisfied.

#### **4.1.2. Litigation**

No Order shall have been entered that prohibits or restricts the Closing. Neither of the Parties, nor any of their respective directors, officers, employees, or agents, shall be a defendant or third party to or threatened with any litigation or proceedings, before any court or Governmental Authority which, in the opinion of either the Purchaser or the Vendor, acting reasonably, could prevent or restrict that Party from performing any of its obligations in this Agreement or any Closing Document, including the appeal or any threatened appeal of the Vesting Order or the Approval Order.

#### **4.1.4 Receipt of Closing Documentation**

All documentation relating to the sale and purchase of the Purchased Assets and such other Closing Documents relating to the due authorization and completion of the sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Purchaser and the Vendor of their obligations under this Agreement shall be satisfactory to each of the Purchaser, the Vendor and their respective counsel, as applicable. Each of the Purchaser and the Vendor shall have received copies of the Closing Documents and all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated hereby and the taking of all corporate proceedings in connection therewith in form (as to certification and otherwise) and substance satisfactory to each of the Purchaser, the Vendor and their respective counsel.

#### **4.1.5. Orders**

The Vendor shall have obtained the Vesting Order and the Approval Order. The Vendor shall not have received notice of appeal in respect to of the Approval Order and the Vesting Order and the Approval Order and the Vesting Order shall not have been stayed, varied or vacated and shall be in full force and effect and no Order restraining or prohibiting Closing shall have been made by the Court;

#### **4.1.6. No Removal of Purchased Assets**

The Fixed Assets or any material portion thereof, shall not have been removed from the control of the Vendor since the date of the Appointment Order, by any means or process and no party shall have taken any action to redeem any of the Fixed Assets.

#### **4.1.7. Cancellation of Insurance**

Except as expressly contemplated herein, all insurance maintained by the Vendor on behalf of the Company shall be cancelled by the Vendor on the Closing Date and the Purchaser shall be responsible for placing its own insurance with respect to the Business from and after the Closing Date.

#### **4.1.8. Assignment of the Lease**

If consent to assignment by the Vendor is required under the Lease, (i) the landlord under the Lease shall have consented to the direct assignment of the Lease and its provisions, unamended except as to any new indemnifiers if required by the landlord, to the Purchaser by the Vendor, or (ii) the Vendor shall have obtained an Order authorizing and compelling such assignment.

#### **4.1.9. Ontario College of Pharmacists ("OCP") Ontario Drug Benefit ("ODB") approval**

The Purchaser shall have received accreditation from the Ontario College of Pharmacists ("OCP") to operate the Business as of the Closing Date and approval from the ODB program and shall have received his ODB provider number prior to the Closing Date.

#### **4.2. Waiver**

Any Party may waive, by notice to the other Parties, any condition set forth in this Article 4 which is for its benefit. No waiver by a Party or any condition, in whole or in part, shall operate as a waiver of any other condition.

#### **4.3. Failure to Satisfy Conditions**

If any condition set forth in Article 4 is not satisfied at the Closing Time, the Party entitled to the benefit of such condition (the "**First Party**") may terminate this Agreement by notice in writing to the other Party and in such event the Parties shall be released from all obligations hereunder.

### **5.**

#### **5.1. Access**

The Vendor agrees to allow the Purchaser and the Purchaser's authorized representatives accompanied by the Listing Broker, as defined herein, access to the Purchased Assets on two occasions prior to closing during normal business hours to inspect the Purchased Assets and make arrangements for closing. The Purchaser covenants and agrees to (i) repair or pay the cost of repair of any damage occasioned during and resulting from the inspection of the Purchased Assets conducted by the Purchaser or its authorized representatives, as outlined above and to return the Purchased Assets to the condition they were

in prior to such inspections; and (ii) indemnify and save the Vendor harmless from and against all losses, costs, claims, third party claims, damages, expenses (including legal costs as between a solicitor and its own client) which the Vendor may suffer as a result of the inspection of the Purchased Assets conducted by the Purchaser or its authorized representatives, as outlined above or as a result of any unauthorized tests or inspections by a Government Authority. The provisions of this Section 5.1 shall survive Closing or other termination of this Agreement, notwithstanding any other provisions hereof.

## **5.2. Non-Disclosure of Transaction**

The Purchaser agrees that it will not and will cause its officers, directors, employees, representatives and advisors not to, disclose or permit to be disclosed to any Person, any information relating to the Purchase Price or any of the other terms of this Agreement until after closing, other than to the equity holders of the Purchaser and Persons solicited by the Purchaser to provide financing in connection with the Transaction (and the Purchaser shall ensure, for the benefit of the Vendor, that such parties shall treat all such information in the strictest confidence and the Purchaser shall indemnify the Vendor in that regard).

## **5.3. Inventory**

The Purchaser agrees that the value of the inventory to be paid over and above the purchase price shall be determined pursuant to an inventory count by a third party consultant as existing on the day prior to the Closing Date (“**Inventory Valuation**”), which shall be provided by the Vendor to the Purchaser on the day of Closing. It is expressly acknowledged and agreed that:

(a) both the Vendor and the Purchaser are entitled to observe the Inventory Valuation, but any costs incurred in so doing are for each Party’s own account;

(b) the parties agree that the cost of the Inventory Valuation shall be \$1,500.00 plus HST and that the Parties shall equally bear the cost of same;

(c) the Purchaser’s share of the cost of the inventory count shall be added to the amount to be paid pursuant to the Inventory Valuation;

(d) the inventory count shall take place the night before the Closing Date;

(e) Generic drugs inventory shall be valued at fifty percent (50%) of invoice cost price ;

(f) Brand name prescription drugs inventory shall be valued at ninety seven percent (97%) of invoice cost price;



(g) Over the counter (OTC) medications, home health care products and greeting cards shall be valued at cost price; and

(h) the sales of Inventory on the Closing Date shall be for the account of the Purchaser provided the Closing has occurred.

#### **5.4. Computers**

The Purchaser shall allow the Vendor to maintain possession of such portion of the computer systems and related equipment, both hardware and software (the “**Computers**”) as the Vendor may reasonably require for such period of time following Closing as may be reasonably required by the Vendor to complete its administration of the receivership of the Company at which time, the Vendor shall forthwith deliver up possession of the Computers to the Purchaser.

#### **5.5. Risk of Loss**

Up to the time of the Closing, the Purchased Assets shall be and remain at the risk of the Vendor. If, prior to the time of the Closing, all or any material part of the Purchased Assets are substantially destroyed or damaged by fire or any other casualty or shall be expropriated, the Purchaser shall have the option, exercisable by notice in writing given within two (2) Business Days of the Purchaser receiving notice in writing from the Vendor of such destruction, damage or expropriation:

- (a) to complete the purchase without reduction of the Purchase Price and all proceeds of insurance or compensation for expropriation shall be payable to the Purchaser and all right and claim of the Vendor to any such amounts not paid by the time of the Closing shall be assigned by the Vendor to the Purchaser; or
- (b) of terminating this Agreement and not completing the purchase, in which case all obligations of the Purchaser and the Vendor hereunder, other than those pursuant to Section 5.1, shall terminate and the Deposit shall be returned to the Purchaser.

For greater certainty, where any damage is not substantial, the Purchaser shall be obliged to complete this Agreement, without deduction, and shall be entitled to the proceeds of insurance, if any, in connection with such damage.

#### **5.6 Records**

The Purchaser agrees to maintain the Records for a period of at least seven (7) years following the Closing and shall provide access to the Vendor to such records, as the Vendor may reasonably require to complete its administration of the receivership of the Company.

6.

**GENERAL**

**6.1. Expenses**

Each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing any aspect of the Transaction contemplated by this Agreement, whether or not the Closing occurs, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

**6.2. Time**

Time is of the essence of each provision of this Agreement.

**6.3. Notices**

Any notice, demand or other communication (in this Section, a “notice”) required or permitted to be given or made hereunder shall be given in writing and addressed as follows:

- (a) In the case of a notice to the Vendor, addressed to it at:

MSI SPERGEL INC., in its capacity as the Court appointed Receiver of  
all of the property and assets of Abu Seifein Brimley Pharma Inc.  
200-505 Consumers Road, Toronto, ON M2J 4V8  
Attention: Philip H. Gennis  
Tel.: 416-498-4325  
Fax: 416-498-4325  
Email: pgennis@spergel.ca

and with a further copy to its counsel at:

Goldman, Spring, Nash and Haber (Brendan Bissell)  
480 University Avenue, Suite 1600  
Toronto, ON M5G1V2  
Attention: Brendan Bissell  
Tel: (416) 597-6489  
Fax: (416) 597-9922  
Email: bissell@gsnh.com

- (b) In the case of the Purchaser:

2868783 ONTARIO INC.

Attention: Lina Ko and Ashraf Faltaous  
Tel.: 289-244-6623 / 647-898-4439

Fax: \_\_\_\_\_

Email: [lina\\_ngako@hotmail.com](mailto:lina_ngako@hotmail.com) and [ashfaltaous@gmail.com](mailto:ashfaltaous@gmail.com)

and with a further copy to its counsel at:

Marianne Keriakos

MKLaw

The Deloitte Building  
400 Applewood Cres Suite 100  
Vaughan ON L4K 0C3

Attention: Marianne Keriakos

Tel.: 416-889-3279

Fax: \_\_\_\_\_

Email: [mkeriakos@pharmacistlawyers.ca](mailto:mkeriakos@pharmacistlawyers.ca)

Any such notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery and if sent by telecopier or other electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received.

#### **6.4. Public Announcements / Confidentiality of Agreement**

Before the Closing Date, the Purchaser shall make no public statement or issue any press release concerning the transactions contemplated by this Agreement except as may be necessary to comply with the requirements of all Applicable Law. If any such public statement or release is so required, the Purchaser shall consult with the other Parties prior to making such statement or release, and the Parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such statement or release which is satisfactory to all Parties. The Parties expressly acknowledge and agree that this Agreement shall not become public until after Closing.

#### **6.5. Assignment**

- (a) The Purchaser may not assign any or all rights or benefits under this Agreement to any Person without the Vendor's written consent which consent shall be in the Vendor's sole discretion. If the Purchaser wishes to assign this agreement after the grant of the Vesting Order and the Vendor consents in its sole discretion, the Purchaser shall pay all of the costs incurred by the Vendor on a solicitor and its own client scale in connection with all proceedings to amend the Approval and Vesting Order or otherwise provide for vesting in the assignee.

- (b) Except as provided in Section 6.5(a), no assignment of benefits or arrangement for substituted performance by one Party shall be of any effect.
- (c) This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.

#### **6.6. Further Assurances**

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement and each Closing Document.

#### **6.7. Remedies Cumulative**

The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

#### **6.8. Counterparts**

This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

#### **6.9. Irrevocable Offer**

This Agreement shall constitute an irrevocable offer to purchase by the Purchaser which will be open for acceptance by the Vendor until 5:00 p.m. (Eastern Time) on the 27<sup>th</sup> day of September, 2021. If this Agreement has not been fully accepted in accordance with its terms by 5:00 p.m. (Eastern Time) on the 27<sup>th</sup> day of September, 2021, such offer shall be null and void and the Purchaser shall have no obligation to the Vendor and vice versa.



IN WITNESS WHEREOF this Agreement has been executed by the Purchaser on the 24<sup>th</sup> day of September, 2021.

2868783 ONTARIO INC.



Per: LINA KO

Position: President

I have authority to bind the corporation

IN WITNESS WHEREOF this Agreement has been executed by the Vendor on the 24<sup>th</sup> day of September, 2021

**MSI SPERGEL INC.**, solely in its capacity as the Court appointed Receiver of Abu Seifein Brimley Pharma Inc., o/a Brimley Pharmacy and not in any other capacity and with no personal or corporate liability



Per:

Name: Mukul Manchanda, CPA, CIRP, LIT

Title: Managing Partner

**SCHEDULE A**  
**Approval and Vesting Order**

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

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

THE HONOURABLE	)	WEEKDAY, THE #
	)	
JUSTICE	)	DAY OF MONTH, 2021

**B E T W E E N:**

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., JG WINDSOR INC., JM WESTVIEW PHARMA INC., JUBILEE  
PROPERTY INVESTMENTS INC., MAPLE MEDI PHARMA INC., RIVER HILL  
PHARMACY LTD., SJ EAST PHARMA INC., ST. MARY COOKSVILLE PHARMA INC.,  
ST. MARY THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC., TORONTO  
APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. AND OLDE  
WALKERVILLE HOLDINGS INC.

Respondents

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of the Respondents, including Abu Seifein Brimley Pharma Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”)

between the Receiver and (the “**Purchaser**”) dated and appended to the Report of the Receiver dated (the “**Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day via Zoom due to the COVID-19 pandemic.

ON READING the Report and on hearing the submissions of counsel for the Receiver, and counsel for , no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver, in its capacity as such or on behalf of the Debtor, as the case may be, is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described as such in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by orders of this court in this proceeding; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule B hereto, as the case may be (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants

listed on Schedule C) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;



the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. 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.

10. THIS COURT ORDERS that this order is effective as of its date and does not need to be issued and entered.

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**Schedule A – Form of Receiver’s Certificate**

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

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

**B E T W E E N:**

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., JG WINDSOR INC., JM WESTVIEW PHARMA INC., JUBILEE  
PROPERTY INVESTMENTS INC., MAPLE MEDI PHARMA INC., RIVER HILL  
PHARMACY LTD., SJ EAST PHARMA INC., ST. MARY COOKSVILLE PHARMA INC.,  
ST. MARY THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC., TORONTO  
APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. AND OLDE  
WALKERVILLE HOLDINGS INC.

Respondents

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Cavanagh of the Ontario Superior Court of Justice (the “**Court**”) dated April 8, 2021, msi Spergel Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of the Respondents, including Maple Medi Pharma Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated , the Court approved the agreement of purchase and sale made as of (the “Sale Agreement”) between the Receiver, the Debtor and (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and

interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ on \_\_\_\_\_ .

**msi Spergel Inc., in its capacity as Receiver of the undertaking, property and assets of Abu Seifein Brimley Pharma Inc., and not in its personal capacity**

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

**Schedule B – Specific Claims to be deleted and expunged from the Purchased Assets (non-limitative)**

- Any Kohl & Frisch Ltd. security registered under *Personal Property Security Act* (Ontario) (“PPSA”) file number 749448414.
- Any CWB Maxium Financial Inc. security registered under PPSA file number 748989027.
- Any McKesson Canada Corporation security registered under *Personal Property Security Act* (Ontario) file numbers 768503574 and 768503583
- Including any assignment, as the case may be.



**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Purchased Assets**

**(unaffected by the Vesting Order)**

- Assumed Contracts (as defined in the Sale Agreement, as the case may be).

**SCHEDULE B**

**Address of Premises**

**127 Montezuma Trail, Scarborough, Ontario**

**SCHEDULE C**

**PURCHASE PRICE ALLOCATION**

Aby Seifein Brimley Pharma Inc.- Prescriptions and Goodwill	[REDACTED]
Aby Seifein Brimley Pharma Inc.- Fixtures and Equipment	[REDACTED]

# Tab 20





# Form 520

for use in the Province of Ontario

## Listing Agreement – Commercial Seller Representation Agreement Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive



BETWEEN:

BROKERAGE:

REMAX WEST REALTY INC. BROKERAGE

96 REXDALE BLVD. TORONTO

(the "Listing Brokerage") Tel. No. 416-745-2300

**SELLER:** msi Spergel inc., solely in its capacity as court-appointed receiver of Old Walkerville Holdings Inc., o/a Olde Walkerville Pharmacy (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as Olde Walkerville Pharmacy

1701 Wyandotte St E., Windsor, ON

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

**commencing** at 12:01 a.m. on the 30 day of September, 20 21,

**until** 11:59 p.m. on the 30 day of March, 20 22 (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.**



to offer the Property **for sale** at a price of:

Five Hundred Forty-Nine Thousand

Dollars (\$CDN) 549,000.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.**



### 1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

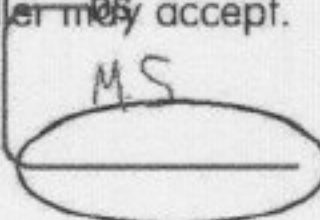
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

### 2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

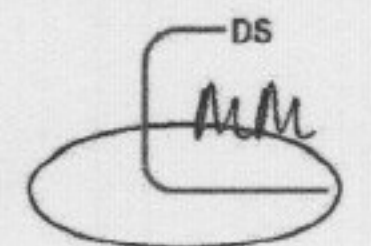
of 4.00 % of the sale price of the Property or 2% of the sale price if the seller refers the buyer, the seller authorize

the BROKERAGE to receive a commission payment-if any-from the buyer in addition to the commission described above for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):





The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of .....1..... % of the sale price of the Property or ..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within .....90..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller. All amounts set out as commission are to be paid plus applicable taxes on such commission.

**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented. The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.**

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

MS

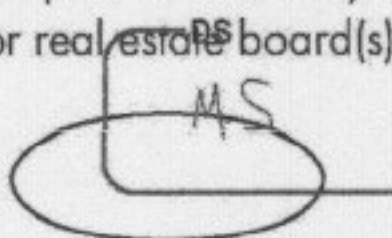
INITIALS OF SELLER(S):

DS  
MM

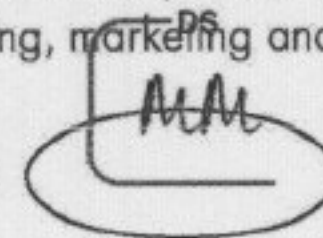


- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form.  
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- 9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 10. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 11. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 12. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):




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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)

(Does Not)

**13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.


**14. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

**16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.

**17. SCHEDULE(S)** ..... and data form attached hereto form(s) part of this Agreement.

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

DocuSigned by:  9/29/2021 Maged Bebawy  
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

msi Spengel inc., solely in its capacity as court-appointed receiver  
(Name of Seller) DocuSigned by:

 9/29/2021  
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

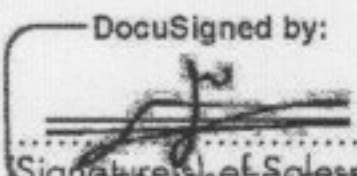
**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse) (Seal) (Date) (Tel. No.)

#### DECLARATION OF INSURANCE

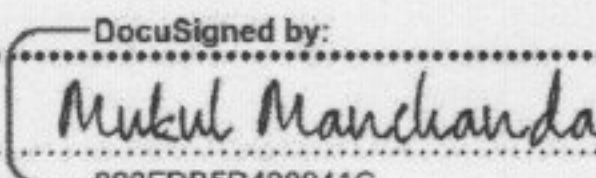
The Salesperson/Broker/Broker of Record ..... Maged Bebawy  
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

DocuSigned by:  9/29/2021  
(Signature of Salesperson/Broker/Broker of Record)

#### ACKNOWLEDGEMENT

**The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... day of ..... 9/29/2021**

DocuSigned by:  9/29/2021  
(Signature of Seller) (Date)

(Signature of Seller) (Date)



Tab 21





# Form 520

for use in the Province of Ontario

## Listing Agreement – Commercial Seller Representation Agreement Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive



BETWEEN:

BROKERAGE:

REMAX WEST REALTY INC. BROKERAGE

96 REXDALE BLVD. TORONTO

(the "Listing Brokerage") Tel. No. 416-745-2300

**SELLER:** msi Spergel inc., solely in its capacity as court-appointed receiver of Old Walkerville Holdings Inc., o/a The Olde Walkerville Pharmacy Sulla Via (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as The Olde Walkerville Pharmacy Sulla Via

870 Erie St E Windsor, ON N9A 3Y6

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

**commencing** at 12:01 a.m. on the 30 day of September, 20 21,

**until** 11:59 p.m. on the 30 day of March, 20 22 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.** }

MM  
(Seller's Initials)

to offer the Property **for sale** at a price of:

Four Hundred Ninety-Nine Thousand

Dollars (\$CDN) 499,000.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.**

DS  
MM  
(Seller's Initials)

### 1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

### 2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

of 4.00 % of the sale price of the Property or 2% of the sale price if the seller refers the buyer, the seller authorize

the **BROKERAGE** to receive a commission payment-if any-from the buyer in addition to the commission described above for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:

MS

INITIALS OF SELLER(S):

DS  
MM

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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of .....1..... % of the sale price of the Property or ..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within .....90..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller. All amounts set out as commission are to be paid plus applicable taxes on such commission.

**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented. The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.**

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

MS

INITIALS OF SELLER(S):

DS



- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form.  
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- 9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 10. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 11. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 12. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)

(Does Not)

**13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.


**14. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

**16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.

**17. SCHEDULE(S)** ..... and data form attached hereto form(s) part of this Agreement.

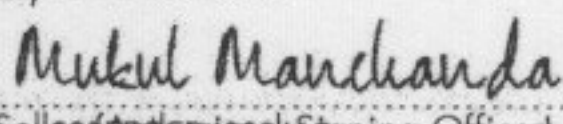
**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

DocuSigned by:  9/29/2021  
 (Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)  
 Maged Bebawy

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

msi Spengel inc., solely in its capacity as court-appointed receiver  
 (Name of Seller) DocuSigned by:

 9/29/2021  
 (Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

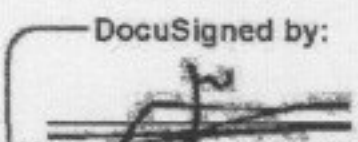
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse) (Seal) (Date) (Tel. No.)

#### DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record ..... Maged Bebawy  
 (Name of Salesperson/Broker/Broker of Record)  
 hereby declares that he/she is insured as required by REBBA.

DocuSigned by:   
 (Signature of Salesperson/Broker/Broker of Record)

#### ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... day of ..... 9/29/2021, 20 .....

DocuSigned by:  9/29/2021  
 (Signature of Seller) (Date)

(Signature of Seller) (Date)



Tab 22





# Form 520

for use in the Province of Ontario

## Listing Agreement – Commercial Seller Representation Agreement Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive

EXCLUSIVE

(Seller's Initials)

(Seller's Initials)

BETWEEN:

BROKERAGE:

REMAX WEST REALTY INC. BROKERAGE

96 REXDALE BLVD. TORONTO

(the "Listing Brokerage") Tel. No. 416-745-2300

**SELLER:** msi Spergel inc., solely in its capacity as court-appointed receiver of Bless Hui Pharma Inc., o/a Hui Global Health Pharmacy (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as Hui's Pharmasave

Q-280 Spadina Ave Toronto, ON M5T 3A5

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

**commencing** at 12:01 a.m. on the 30 day of September, 2021

**until** 11:59 p.m. on the 30 day of March, 2022 (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.**

(Seller's Initials)

to offer the Property **for sale** at a price of:

One

Dollars (\$CDN) 1.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.**

(Seller's Initials)

### 1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

### 2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

of 4.00 % of the sale price of the Property or 2% of the sale price if the seller refers the buyer, the seller authorize...

the BROKERAGE to receive a commission payment-if any-from the buyer in addition to the commission described above for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:

MS

INITIALS OF SELLER(S):

MS



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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of .....1..... % of the sale price of the Property or ..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within .....90..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller. All amounts set out as commission are to be paid plus applicable taxes on such commission.

**3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented. The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.


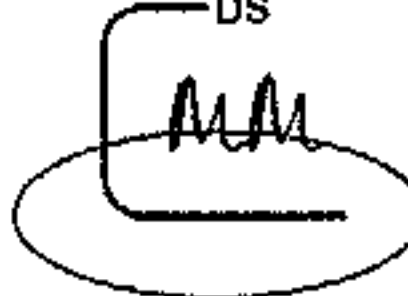
However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

**Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.**

**MULTIPLE REPRESENTATION AND CUSTOMER SERVICE:** The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

**INITIALS OF LISTING BROKERAGE:**  **INITIALS OF SELLER(S):** 



- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form.  
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- 9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 10. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 11. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 12. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid.  
The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

MS

INITIALS OF SELLER(S):

MM



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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)

(Does Not)

**13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

**14. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

**16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.

**17. SCHEDULE(S)** ..... and data form attached hereto form(s) part of this Agreement.

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

(Authorized to bind the Listing Brokerage)  
DocuSigned by:  
BF38283DPE1545B...

9/29/2021

(Date)

Maged Bebawy

(Name of Person Signing)

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

msi Spengel inc., solely in its capacity as court-appointed receiver  
(Name of Seller) DocuSigned by:

Mukul Manchanda  
(Signature of Seller/Authorized Signing Officer)

(Seal)

9/29/2021

(Date)

(Tel. No.)

(Signature of Seller/Authorized Signing Officer)

(Seal)

(Date)

(Tel. No.)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse)

(Seal)

(Date)

(Tel. No.)

#### DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record .....

Maged Bebawy

(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

DocuSigned by:

(Signature of Salesperson/Broker/Broker of Record)

#### ACKNOWLEDGEMENT

**The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of**

**this Agreement on the ..... day of .....**

9/29/2021

20

(Signature of Seller)

DocuSigned by:

Mukul Manchanda

900FDB5D490041C...

(Date)

9/29/2021

(Date)

(Signature of Seller)



## SCHEDULE "B"

1. Notwithstanding any other provision contained in this Listing Agreement, the Seller shall only be liable to pay the commission provided for in the Listing Agreement if the purchase is completed. Maged Bebawy and RE/MAX West Realty Inc. (hereinafter, the "**Broker**" and the "**Brokerage**", respectively) acknowledge that the sale is taking place pursuant to the court order of The Honourable Justice Cavanagh made November 25, 2020 and that further court approval of the sale ("**Court Approval**") is a pre-condition to completion of the transaction. The Seller cannot guarantee that Court Approval will be obtained. The Broker and the Brokerage also acknowledge that the purchaser of the Property may include in the agreement of purchase and sale certain conditions which the Seller is required to fulfil prior to closing (collectively, "**Conditions**") including, without limitation, the delivery of vacant possession. The fulfilment of such Conditions by the Seller cannot be guaranteed. The parties agree that no commission shall be payable if the transaction is not completed because Court Approval is not obtained or if the Conditions are not met or are impracticable to meet.
2. It is further understood and agreed that the Broker and the Brokerage shall offer the Pharmacy Business for sale on an "as is, where is" basis and that neither the Broker or the Brokerage shall make representations, warranties, promises or agreements with respect to or in any way connected with the Pharmacy Business, including, without limitation, the title, description, fitness, state, condition, environmental status nor the existence of any work orders or deficiency notices affecting the Pharmacy Business.
3. Notwithstanding any other provision of this Agreement, the Vendor makes no representations or warranties regarding the Pharmacy Business, the existence of any environmental concerns applicable to the premises out which the Pharmacy Business is conducted, the existence of any insurance or its ability to enter into this listing agreement nor does the Vendor provide the Broker or the Brokerage with any indemnification regarding any such matters.
4. In the event of any conflict between the provisions of this Schedule "B" and the provisions of the pre-printed portions of the Listing Agreement, the provisions of this Schedule "B" shall override and shall govern and prevail for all purposes.
5. Any prospective purchaser agrees to use the Vendors Form of Offer which will be provided by the Broker to such prospective purchaser.
6. Any prospective purchaser and/or selling agent agrees to sign a Covid-19 Release provided by the Vendor's Agent prior to attending any tour or other viewing of the premises.
7. The terms in the Agreement with respect to the payment of commission to the Listing Brokerage through the Holdover Period do not apply in the event that there is an auction or tender of the property by the Seller subsequent to the expiry of the listing. The Seller will have no obligation to pay any commission to the Listing Brokerage in the event that the property is sold at auction or tender subsequent to the expiry of the listing.





# COMMERCIAL – SALE MLS® DATA INFORMATION FORM



MLS® LISTING # \_\_\_\_\_

FOR BOARD USE ONLY FOR A NEW LISTING OR TO BE COMPLETED FOR A RE-RUN.

☒ **Mandatory Field**  
All Property Types
 ☐ **Optional Field**  
All Property Types
**PROPERTY INFORMATION****ASSESSMENT ROLL NUMBER (ARN)**

\_\_\_\_\_

PIN #

AREA

\_\_\_\_\_ Toronto \_\_\_\_\_

**MUNICIPALITY**

Toronto C01 \_\_\_\_\_

**COMMUNITY \***

Kensington - Chinatown \_\_\_\_\_

\* MANDATORY IF AVAILABLE

**STREET NUMBER****STREET NAME****ABBREVIATION****DIR****APT/UNIT #****POSTAL CODE**

280 Spadina Ave Q M5T3A5

**LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)**\_\_\_\_\_  
\_\_\_\_\_**PROPERTY MANAGEMENT COMPANY**\_\_\_\_\_  
\_\_\_\_\_**LOT FRONT ▲\*****LOT DEPTH ▲\*****LOT/BLDG/UNIT CODE ▲****LOT SIZE CODE ▲****LOT IRREGULARITIES**0.00 0.00 ☐ Lot ☐ Bldg ☒ Unit ☒ Feet ☐ Acres  
\* NOT MANDATORY FOR COMMERCIAL CONDO**DIRECTION/MAIN CROSS STREETS****MAP #****MAP COL** (NUMERIC)**MAP ROW** (ALPHA)

Spadina And Dundas \_\_\_\_\_

▲ IF NOT APPLICABLE ENTER "0"

**PRICE/DATES**

♦ One of Possession Date or Possession Remarks is Mandatory

**LIST PRICE****LIST PRICE CODE**

NOTE: REFER TO PRICE CODES

**MIN. RENTAL TERM** (MONTHS)**MAX. RENTAL TERM** (MONTHS)

1.00 For Sale \_\_\_\_\_

**SELLER NAME**

Msi Spergel Inc., ( See Comments For Full Vendor Name )

**CONTRACT COMMENCEMENT****EXPIRY DATE****POSSESSION DATE** ♦**POSSESSION REMARKS** ♦04/01/2021 09/30/2021 05/01/2021 TBA  
M M D D Y Y Y Y M M D D Y Y Y Y M M D D Y Y Y Y**TAXES****TYPE TAXES** (check 1)**TAX YEAR****ASSESSMENT****ASSESSMENT YEAR****CONDO MAINTENANCE FEES (MONTHLY) \***0.00 ☐ Annual ☐ T. & O. ☒ N/A ☐ T.M.I. 2021 \_\_\_\_\_ 0.00

\* MANDATORY FOR COMMERCIAL &amp; INDUSTRIAL CONDOS ONLY

**FORM 590**

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SELLERS INITIALS

Page 1 of 4





## DETAILS

## ZONING

c o m m e r c i a l

TYPE - PRIMARY (check 1)	CATEGORY (check 1)	USE (check 1)
<input type="checkbox"/> Commercial Retail Property (Do not use for Sale of Business)	<input type="checkbox"/> Highway Commercial <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service <input type="checkbox"/> Commercial Condo <input type="checkbox"/> Institutional*	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Retail Store Related <input type="checkbox"/> Service Related <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Other  <input type="checkbox"/> Bank* <input type="checkbox"/> Church* <input type="checkbox"/> School* <input type="checkbox"/> Other*    *uses for Institutional category only
<input checked="" type="checkbox"/> Sale of Business	<input type="checkbox"/> With Property <input checked="" type="checkbox"/> Without Property	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Apparel  <input type="checkbox"/> Art Gallery  <input type="checkbox"/> Art Supplies  <input type="checkbox"/> Automotive Related  <input type="checkbox"/> Bakery  <input type="checkbox"/> Banquet Hall  <input type="checkbox"/> Bar/Tavern/Pub  <input type="checkbox"/> Beauty Salon  <input type="checkbox"/> Bed &amp; Breakfast  <input type="checkbox"/> Butcher/Meat  <input type="checkbox"/> Cabins/Cottages  <input type="checkbox"/> Café  <input type="checkbox"/> Car Wash  <input type="checkbox"/> Caterer/Cafeteria  <input type="checkbox"/> Coffee/Donut Shop             </div> <div style="width: 33%;"> <input type="checkbox"/> Coin Laundromat  <input type="checkbox"/> Convenience/Variety  <input type="checkbox"/> Copy/Printing  <input type="checkbox"/> Crafts/Hobby  <input type="checkbox"/> Dairy Products  <input type="checkbox"/> Day Care  <input type="checkbox"/> Delicatessen  <input type="checkbox"/> Delivery/Courier  <input type="checkbox"/> Distributing  <input checked="" type="checkbox"/> Drugstore/Pharmacy  <input type="checkbox"/> Dry Cleaning/Laundry  <input type="checkbox"/> Electronics  <input type="checkbox"/> Entertainment  <input type="checkbox"/> Fast Food/Takeout  <input type="checkbox"/> Fitness/Training             </div> <div style="width: 33%;"> <input type="checkbox"/> Florist  <input type="checkbox"/> Food Court Outlet  <input type="checkbox"/> Footwear  <input type="checkbox"/> Fruit/Vegetable/Market  <input type="checkbox"/> Funeral Home  <input type="checkbox"/> Furniture  <input type="checkbox"/> Garden/Landscaping  <input type="checkbox"/> Gas Station  <input type="checkbox"/> Golf Course  <input type="checkbox"/> Golf Driving Range  <input type="checkbox"/> Gravel Pit/Quarry  <input type="checkbox"/> Grocery/Supermarket  <input type="checkbox"/> Hair Salon  <input type="checkbox"/> Hardware/Tools  <input type="checkbox"/> Home Improvement             </div> <div style="width: 33%;"> <input type="checkbox"/> Hotel/Motel/Inn  <input type="checkbox"/> Jewellery  <input type="checkbox"/> Manufacturing  <input type="checkbox"/> Marina  <input type="checkbox"/> Medical/Dental  <input type="checkbox"/> Other  <input type="checkbox"/> Pizzeria  <input type="checkbox"/> Real Estate Office  <input type="checkbox"/> Restaurant  <input type="checkbox"/> Self Storage  <input type="checkbox"/> Service Related  <input type="checkbox"/> Spa/Tanning  <input type="checkbox"/> Sporting Goods  <input type="checkbox"/> Sports/Entertainment  <input type="checkbox"/> Travel Agency  <input type="checkbox"/> Wood Working             </div> </div>
<input type="checkbox"/> Store With Apartment/Office	<input type="checkbox"/> Store With Apartment/Office	
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation <sup>1</sup> <input type="checkbox"/> Apartment <sup>2</sup> <input type="checkbox"/> Retail <input type="checkbox"/> Industrial <input type="checkbox"/> Recreational <sup>3</sup> <input type="checkbox"/> Office	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Bed &amp; Breakfast <sup>1</sup>  <input type="checkbox"/> Apts-2 To 5 Units <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Cabins/Cottages <sup>1</sup>  <input type="checkbox"/> Apts-6 To 12 Units <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Hotel/Motel/Inn <sup>1</sup>  <input type="checkbox"/> Apts-13 To 20 Units <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Other <sup>1</sup>  <input type="checkbox"/> Apts-Over 20 Units <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Seniors Residence <sup>2</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Other <sup>2</sup> </div> </div> <hr/> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Golf <sup>3</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Marina <sup>3</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Campground <sup>3</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Sports/Entertainment <sup>3</sup> </div> <div style="width: 33%;"> <input type="checkbox"/> Other <sup>3</sup> </div> </div> <p>1 - uses for Accommodation only    2 - uses for Apartment only    3 - uses for Recreational only    All others have no uses.</p>
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Professional Office <input type="checkbox"/> Other
<input type="checkbox"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Multi-Unit <input type="checkbox"/> Industrial Condo	<input type="checkbox"/> Cooler/Freezer/Food Inspected <input type="checkbox"/> Factory/Manufacturing <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Warehouse <input type="checkbox"/> Transportation
<input type="checkbox"/> Farm	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Cash Crop <input type="checkbox"/> Hobby <input type="checkbox"/> Livestock <input type="checkbox"/> Other <input type="checkbox"/> Dairy Products <input type="checkbox"/> Horse
<input type="checkbox"/> Land	<input type="checkbox"/> Raw (Outside Official Plan) <input type="checkbox"/> Designated	<input type="checkbox"/> Bush <input type="checkbox"/> Hospitality <input type="checkbox"/> Parking Lot <input type="checkbox"/> Restricted <input type="checkbox"/> Golf <input type="checkbox"/> Office <input type="checkbox"/> Recreational <input type="checkbox"/> Retail <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Other <input type="checkbox"/> Residential <input type="checkbox"/> Waterfront <input type="checkbox"/> Industrial

## 3 FREESTANDING

☐ Yes    ☒ No

## 4 TOTAL AREA

9 | 3 | 2 | . | 0 | 0

## 4 TOTAL AREA CODE (check 1)

- ☐ Acres  
☐ Hectares  
☒ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

% BUILDING

| | |

## 5 OFFICE/APT AREA

| | | | |

## 5 OFFICE/APT AREA CODE

- (check 1)  
☐ Percentage  
☐ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

## 6 INDUSTRIAL AREA

| | | | |

## 6 INDUSTRIAL AREA CODE

- (check 1)  
☐ Percentage  
☐ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

## 7 RETAIL AREA

8 | 1 | 2 | | |

## 7 RETAIL AREA CODE

- (check 1)  
☐ Percentage  
☒ Square Feet  
☐ Sq. Ft. Divisible  
☐ Square Metres  
☐ Sq. M. Divisible

FORM 590

REV. JANUARY 2020



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SELLERS INITIALS

MM

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**APPROXIMATE AGE**

- ☐ New  
☐ 0 - 5 Years  
☐ 6 - 15 Years  
☐ 16 - 30 Years  
☐ 31 - 50 Years  
☐ 51 - 99 Years  
☐ 100 + Years

**AREA INFLUENCES**

(check 2)

- ☐ Greenbelt/Conservation  
☐ Major Highway  
☐ Public Transit  
☐ Recreation/Community Center  
☐ Skiing  
☐ Subways

**PHYSICALLY HANDICAPPED-EQUIPPED**

- ☐ Yes ☐ No

**BASEMENT**

- ☒ Yes ☐ No

**UFFI (check 1)**

- ☐ No  
☐ Partially Removed  
☐ Removed  
☐ Yes

**CLEAR HEIGHT**FEET   INCHES  **BAY SIZE**

WIDTH FT   IN    
 LENGTH FT   IN

**10 SPRINKLERS (check 1)**

- ☐ No  
☐ Partial  
☒ Yes

**11 UTILITIES**

- ☐ Available  
☒ Yes  
☐ No

**VOLTS**  **AMPS**  **12 WATER (check 1)**

- ☒ Municipal  
☐ None  
☐ Other  
☐ Well

**WATER SUPPLY TYPES**

(check 1)

- ☐ Bored Well  
☐ Cistern  
☐ Community Well  
☐ Drilled Well  
☐ Dug Well  
☐ Lake/River  
☐ Shared Well

**13 AIR CONDITIONING**

(check 1)

- ☐ No  
☐ Partial  
☒ Yes

**14 HEAT TYPE (check 1)**

- ☐ Baseboard  
☐ Elec Forced Air  
☐ Elec Hot Water  
☐ Fan Coil  
☐ Gas Forced Air Closed  
☐ Gas Forced Air Open  
☐ Gas Hot Water  
☐ None  
☐ Oil Forced Air  
☐ Oil Hot Water  
☐ Oil Steam  
☒ Other  
☐ Propane Gas  
☐ Radiant  
☐ Solar  
☐ Steam Radiators  
☐ Water Radiators  
☐ Woodburning

**WASHROOMS** **SHIPPING DOOR TYPES****15 TRUCK LEVEL SHIP DOORS #** DOOR HEIGHT FT   IN  DOOR WIDTH FT   IN  **15 DOUBLE MAN SHIP DOORS #** DOOR HEIGHT FT   IN  DOOR WIDTH FT   IN  **15 DRIVE-IN LEVEL SHIP DOORS #** DOOR HEIGHT FT   IN  DOOR WIDTH FT   IN  **15 GRADE LEVEL SHIP DOORS #** DOOR HEIGHT FT   IN  DOOR WIDTH FT   IN  **16 ELEVATOR (check 1)**

- ☐ Freight/Public  
☐ Freight  
☐ None  
☒ Public

**17 GARAGE TYPE (check 1)**

- ☐ Boulevard  
☐ Covered  
☐ Double Detached  
☐ In/Out  
☐ Lane  
☐ None  
☐ Other  
☐ Outside/Surface  
☐ Pay  
☐ Plaza  
☐ Public  
☐ Reserved/Assigned  
☐ Single Detached  
☐ Street  
☒ Underground  
☐ Valet  
☐ Visitor

**PARKING SPACES TOTAL** **NUMBER OF TRAILER PARKING SPOTS** **OUTSIDE STORAGE**

- ☐ No ☐ Yes

**18 RAIL**

- ☒ Available ☐ No ☐ Yes

**CRANE**

- ☐ No ☐ Yes

**SURVEY**

- ☐ No ☐ Yes

**SOIL TEST (check 1)**

- ☐ Construction Audit  
☐ Construction & Environmental  
☐ Environment Audit  
☐ No  
☐ Yes

**19 SEWERS (check 1)**

- ☐ None  
☐ Sanitary Available  
☐ Sanitary + Storm  
☐ Sanitary + Storm Available  
☒ Sanitary  
☐ Septic Available  
☐ Septics  
☐ Storm  
☐ Storm Available

**COMMENTS****REMARKS FOR CLIENTS** (use up to 463 characters)

1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.
2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.
3. DISCLOSE POTL DETAILS & POTL MONTHLY FEES IN THIS FIELD.

Rare Opportunity To Own Established Pharmacy In The Iconic Dragon City Mall. Two T.T.C. Streetcar Stops Steps Away With A Short Ride To The Subway. High Demand Location, Located In Busy Spadina/Dundas Intersection. Other Tenants Are Medical Offices And Dentists With Neighboring Doctors As Well. Court-Appointed Sale. Must Sign Nda For Additional Information. Must Sign The Acknowledgement Form, See Attachments. Sale Is Subject To Court Approval. Sold "As Is"

**EXTRAS** (use up to 240 characters)

1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.
2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.  
Offers Reviewed May 1, 2021. Rent: 10,631.09+Hst. Vendor: Msi Spergel Inc., Solely In Its Capacity As Court-Appointed Receiver Of Bless Hui Pharma Inc., O/A Hui Global Health Pharmacy And Not In Any Corporate Or Personal Capacity;

**FORM 590**

REV. JANUARY 2020



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SELLERS INITIALS

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**TRANSACTIONS**  
 TransactionDesk Edition



**COMMENTS****REMARKS FOR BROKERAGES** (use up to 280 characters)

1. Appear in the Brokerage Full Report in TorontoMLS and not on the Client Reports and are not published on the Internet.

2. LIST ALL EQUIPMENT THAT IS RENTED, LEASED, OR LEASED TO OWN FOR THE PROPERTY INCLUDING THE DETAILS AND TERMS. REFER TO RESIDENTIAL INFORMATION CHECKLIST - RENTAL OR LEASE - FIXTURE(S)/CHATTEL(S) INCLUDED - FORM 823.

3. ADDITIONAL CONTACT INFORMATION IS ALLOWED ONLY IN THIS FIELD.

Extras: Offers Reviewed May 1, 2021. Rent: 10,631.09+Hst. Vendor: Msi Spengel Inc., Solely In Its Capacity As Court-Appointed Receiver Of Bless Hui Pharma Inc., O/A Hui Global Health Pharmacy And Not In Any Corporate Or Personal Capacity;

**FINANCIAL INFORMATION**20 **FINANCIAL STATEMENT** 21 **CHATELS** 22 **FRANCHISE** 23 **DAYS OPEN****HOURS OPEN**24 **EMPLOYEES**Yes ☐ No ☒Yes ☒ No ☐Yes ☐ No ☒☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six ☒ Seven ☐ Varies

1 0 - 5 : 3 0

5

25 **SEATS** 26 **L.L.B.O.** **BUSINESS/BUILDING NAME** (37 characters)**TAXES EXPENSE**0 Yes ☐ No ☒**INSURANCE EXPENSE****MANAGEMENT EXPENSE****MAINTENANCE****HEAT EXPENSES****HYDRO EXPENSE****WATER EXPENSE****OTHER EXPENSES****GROSS INCOME/SALES****VACANCY ALLOWANCE****OPERATING EXPENSES****NET INCOME BEFORE DEBT****EST. INV. VALUES AT COST****COMMON AREA UPCHARGE****PERCENTAGE RENT****EXPENSES** ♦**YEAR EXPENSES**Actual ☐ Estimated ☒

♦ COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

**MORTGAGE COMMENTS****BROKERAGE INFORMATION****LISTING BROKERAGE**

RE/MAX WEST REALTY INC., BROKERAGE

**OFFICE PHONE**

4 1 6 - 7 4 5 - 2 3 0 0

**L.B. FAX NO.**

4 1 6 - 7 4 5 - 1 9 5 2

**BROKER 1/SALESPERSON 1**

MAGED BERAWY

**BROKER 1/SALESPERSON 1 PHONE****BROKER 2/SALESPERSON 2****BROKER 2/SALESPERSON 2 PHONE****COMMISSION TO CO-OPERATING BROKERAGE**

1 . 0 0

**SPIS****ENERGY CERTIFICATION****CERTIFICATION LEVEL**☐ Yes ☒ No☐ Yes ☐ No**GREEN PROPERTY INFORMATION STATEMENT**☐ Yes ☐ No**DISTRIBUTE TO DDF™/IDX**☒ Yes ☐ No**DISTRIBUTE TO INTERNET**☒ Yes ☐ No**DISPLAY ADDRESS ON INTERNET**☒ Yes ☐ No**APPOINTMENTS****PERMISSION TO CONTACT LB TO ADVERTISE**☒ Yes ☐ No**OCCUPANCY** (check 1)☐ Owner/Tenant ☒ Owner ☐ Partial ☐ Tenant ☐ Vacant**CONTACT AFTER EXPIRED**☐ Yes ☒ No**HOLDOVER DAYS**

9 0

**VIRTUAL TOUR URL** (100 characters)**PHOTO OPTIONS**☐ Use photo from photo library ☒ Upload your own photo(s) ☐ No photo for this listing

SELLER HEREBY ACKNOWLEDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

SIGNATURE

*Mukul Manchanda*

DATE

April 30, 2021

SIGNATURE

900FDB5D490041C...

DATE

**FORM 590**

REV. JANUARY 2020



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**TRANSACTIONS**  
TransactionDesk Edition



**PRICE CODES**

FOR SALE  
GROSS LEASE  
NET LEASE  
OTHER

PER ACRE  
PER SQ. FT.  
PLUS STOCK  
SQ. FT. GROSS

SQ. FT. NET  
SQ. M. GROSS  
SQ. M. NET

**DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES**

2	<b>USE</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office	15	<b>SHIPPING DOORS</b> <b>MANDATORY:</b> Industrial <b>OPTIONAL:</b> Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
3	<b>FREESTANDING</b> <b>MANDATORY:</b> Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Land; Sale of Business	16	<b>ELEVATORS</b> <b>MANDATORY:</b> Office <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	<b>TOTAL LAND/BLDG. AREA</b> <b>MANDATORY:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office <b>OPTIONAL:</b> Sale of Business	17	<b>PARKING/GARAGE</b> <b>MANDATORY:</b> Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Land
5	<b>OFFICE/APT. AREA</b> <b>MANDATORY:</b> Office; Store with Apartment/Office <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	<b>RAIL</b> <b>MANDATORY:</b> Industrial <b>OPTIONAL:</b> Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	<b>INDUSTRIAL AREA</b> <b>MANDATORY:</b> Industrial <b>OPTIONAL:</b> Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	<b>SEWERS</b> <b>MANDATORY:</b> Land <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	<b>RETAIL AREA</b> <b>MANDATORY:</b> Commercial/Retail; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Industrial; Investment; Land; Office; Sale of Business	20	<b>FINANCIAL STATEMENT</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	<b>BASEMENT</b> <b>MANDATORY:</b> Sale of Business; Store with Apartment/Office <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	<b>CHATELS</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	<b>CLEAR HEIGHT</b> <b>MANDATORY:</b> Industrial <b>OPTIONAL:</b> Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	<b>FRANCHISE</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	<b>SPRINKLERS</b> <b>MANDATORY:</b> Commercial/Retail; Industrial; Office; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Investment; Land; Sale of Business	23	<b>DAYS OPEN</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	<b>UTILITIES</b> <b>MANDATORY:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office <b>OPTIONAL:</b> Sale of Business	24	<b># EMPLOYEES</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	<b>WATER</b> <b>MANDATORY:</b> For all	25	<b># SEATS</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	<b>AIR CONDITIONING</b> <b>MANDATORY:</b> Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office <b>OPTIONAL:</b> Farm; Land	26	<b>L.L.B.O.</b> <b>MANDATORY:</b> Sale of Business <b>OPTIONAL:</b> Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	<b>HEAT</b> <b>MANDATORY:</b> Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office <b>OPTIONAL:</b> Land		



**PRICE CODES**

FOR SALE  
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NET LEASE  
OTHER

PER ACRE  
PER SQ. FT.  
PLUS STOCK  
SQ. FT. GROSS

SQ. FT. NET  
SQ. M. GROSS  
SQ. M. NET

**DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES**

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3	<b>FREESTANDING</b> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office Farm; Land; Sale of Business	16	<b>ELEVATORS</b> MANDATORY: OPTIONAL:	Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	<b>TOTAL LAND/BLDG. AREA</b> MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	17	<b>PARKING/GARAGE</b> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land
5	<b>OFFICE/APT. AREA</b> MANDATORY: OPTIONAL:	Office; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	<b>RAIL</b> MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	<b>INDUSTRIAL AREA</b> MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	<b>SEWERS</b> MANDATORY: OPTIONAL:	Land Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	<b>RETAIL AREA</b> MANDATORY: OPTIONAL:	Commercial/Retail; Store with Apartment/Office Farm; Industrial; Investment; Land; Office; Sale of Business	20	<b>FINANCIAL STATEMENT</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
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11	<b>UTILITIES</b> MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	24	<b># EMPLOYEES</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	<b>WATER</b> MANDATORY:	For all	25	<b># SEATS</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	<b>AIR CONDITIONING</b> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land	26	<b>L.L.B.O.</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	<b>HEAT</b> MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Land			



**PRICE CODES**

FOR SALE  
GROSS LEASE  
NET LEASE  
OTHER

PER ACRE  
PER SQ. FT.  
PLUS STOCK  
SQ. FT. GROSS

SQ. FT. NET  
SQ. M. GROSS  
SQ. M. NET

**DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES**

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4	<b>TOTAL LAND/BLDG. AREA</b> MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	17	<b>PARKING/GARAGE</b> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land
5	<b>OFFICE/APT. AREA</b> MANDATORY: OPTIONAL:	Office; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	<b>RAIL</b> MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	<b>INDUSTRIAL AREA</b> MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	<b>SEWERS</b> MANDATORY: OPTIONAL:	Land Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	<b>RETAIL AREA</b> MANDATORY: OPTIONAL:	Commercial/Retail; Store with Apartment/Office Farm; Industrial; Investment; Land; Office; Sale of Business	20	<b>FINANCIAL STATEMENT</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	<b>BASEMENT</b> MANDATORY: OPTIONAL:	Sale of Business; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	<b>CHATELS</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	<b>CLEAR HEIGHT</b> MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	<b>FRANCHISE</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	<b>SPRINKLERS</b> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Office; Store with Apartment/Office Farm; Investment; Land; Sale of Business	23	<b>DAYS OPEN</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	<b>UTILITIES</b> MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	24	<b># EMPLOYEES</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	<b>WATER</b> MANDATORY:	For all	25	<b># SEATS</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	<b>AIR CONDITIONING</b> MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land	26	<b>L.L.B.O.</b> MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	<b>HEAT</b> MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Land			

# SALE

## COMMERCIAL

### MLS® DATA INFORMATION FORM

Form 590



Listing Data Electronic Permission Fields

<b>GREEN PROPERTY INFORMATION STATEMENT</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DISTRIBUTE TO DDFTM/IDX</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DISTRIBUTE TO INTERNET</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DISPLAY ADDRESS ON INTERNET</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>OPEN HOUSE NOTES</b> [Grid of 10 boxes]	<b>APPOINTMENTS</b> [Grid of 10 boxes]		<b>PERMISSION TO CONTACT LB TO ADVERTISE</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

The following chart is designed to explain how these two fields work in combination if a Brokerage subscribed to these Internet sites:

VOW - Virtual Office Website  
IDX - Internet Data Exchange  
DLA - Data License Agreement  
REALTOR.ca - REALTOR® Website  
DDFTM - Data Distribution Facility

Combination Check		Your Listing
Distribute to Internet	Yes	Goes to: VOW, IDX, DLA, REALTOR.ca, DDFTM
Distribute to DDFTM/IDX	Yes	
Distribute to Internet	Yes	Goes to: VOW, DLA, REALTOR.ca
Distribute to DDFTM/IDX	No	Will not go to: IDX, DDFTM
Distribute to Internet	No	Will not go to: VOW, IDX, DLA, REALTOR.ca, DDFTM
Distribute to DDFTM/IDX	Yes or No	

PERMISSION TO CONTACT LB TO ADVERTISE ☐ Yes ☐ No

**Important to note:** With the exception of the circumstances in the chart above, if a Brokerage wishes to advertise another Brokerage's listing, it must have a separate written permission from the Listing Brokerage's Broker of Record. If Permission to Contact LB to Advertise field says YES, you may contact the Listing Brokerage's Broker of Record to obtain permission to advertise their listing. If Permission to Contact LB to Advertise field says NO, that means that they will not be allowing other Brokerages to advertise their listing at all. If a written permission is not granted, the Brokerage advertising may be in violation of MLS® Rule R-430.



Tab 23

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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., JG WINDSOR INC., JM WESTVIEW PHARMA INC.,  
JUBILEE PROPERTY INVESTMENTS INC., MAPLE MEDI PHARMA INC., RIVER  
HILL PHARMACY LTD., SIGMA HEALTHCARE INC., SJ EAST PHARMA INC., ST.  
MARY COOKSVILLE PHARMA INC., ST. MARY THEOTOKOS PHARMA INC.,  
STONEY CREEK PHARMA INC., TORONTO APOTHECARY PHARMA INC.,  
WESTWAY HOLDINGS INC., and OLDE WALKERVILLE HOLDINGS INC.**

Respondents

**AFFIDAVIT OF MUKUL MANCHANDA  
(sworn November 2, 2021)**

I, **MUKUL MANCHANDA**, of the City of Brampton, in the Province of Ontario, **MAKE  
OATH AND SAY AS FOLLOWS:**

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**Spergel**"), the Court-Appointed Receiver (the "**Receiver**") of the following companies (collectively the "**Debtors**"):
  - a) 4231 Sheppard Avenue East Inc., ("**4231**");
  - b) Abu Seifein Brimley Pharma Inc. ("**Brimley**");
  - c) Bless Hui Pharma Inc. ("**Bless Hui**");



- d) JG Windsor Inc. ("**JGWI**");
- e) JM Westview Pharma Inc. ("**Westview**");
- f) Jubilee Property Investors Inc., ("**Jubilee**")
- g) Maple Medi Pharma Inc. ("**Maple Medi**");
- h) River Hill Pharmacy Ltd. ("**River Hill**");
- i) Sigma Healthcare Inc. ("**Sigma**");
- j) SJ East Pharma Inc. ("**SJ East**");
- k) St. Mary Cooksville Pharma Inc., ("**Cooksville**")
- l) St. Mary Theotokos Pharma Inc. ("**Theotokos**");
- m) Stoney Creek Pharma Inc. ("**Stoney Creek**");
- n) Toronto Apothecary Pharma Inc. ("**Toronto Apothecary**");
- o) Westway Holdings Inc. ("**Westway Holdings**"); and
- p) Olde Walkerville Holdings Inc. ("**Olde Walkerville**").

and as such have knowledge of the matters to deposed herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.

2. The Receiver was appointed, without security, of all of the assets, undertakings and properties of the Debtors by Orders of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List), in the case of Bless Hui, Maple Medi, River Hill, Theotokos, Stoney Creek, Toronto Apothecary, Westway Holdings and Olde Walkerville made November 25, 2020, in the case of JM Westview and SJ East made January 26, 2021, in the case of Cooksville, 4231, JGWI and Jubilee, made February 3, 2021, in the case of Brimley, made April 8, 2021 and in the case of Sigma made September 7, 2021.
3. In connection with the receivership of Westview for the period from July 1, 2021 to and including October 27, 2021 fees of \$2,093.04 (inclusive of HST, disbursements and a discount of \$144.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "1"** to this my Affidavit. This represents 5.05 hours at an effective rate of \$395.39 per hour.

The Receiver anticipates additional fees to completion in the amount of \$5,000, not including HST and disbursements.

4. In connection with the receivership of SJ East for the period from July 1, 2021 to and including October 27, 2021 fees of \$5,339.25 (inclusive of HST, disbursements and a discount of \$742.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "2"** to this my Affidavit. This represents 16.30 hours at an effective rate of \$335.43 per hour. The Receiver anticipates additional fees to completion in the amount of \$5,000, not including HST and disbursements.
5. In connection with the receivership of Bless Hui for the period from July 1, 2021 to and including October 27, 2021 fees of \$53,141.36 (inclusive of HST, disbursements and a discount of \$4,536.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "3"** to this my Affidavit. This represents 153.10 hours at an effective rate of \$336.24 per hour.
6. In connection with the receivership of Maple Medi for the period from July 1, 2021 to and including October 27, 2021 fees of \$36,491.45 (inclusive of HST, disbursements and a discount of \$4,526.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "4"** to this my Affidavit. This represents 112.05 hours at an effective rate of \$328.20 per hour.
7. In connection with the receivership of River Hill for the period from July 1, 2021 to and including October 27, 2021 fees of \$33,438.74 (inclusive of HST, disbursements and a discount of \$4,417.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "5"** to this my Affidavit. This represents 108.00 hours at an effective rate of \$314.69 per hour.



8. In connection with the receivership of Theotokos for the period from July 1, 2021 to and including October 27, 2021 fees of \$1,626.92 (inclusive of HST, disbursements and a discount of \$89.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "6"** to this my Affidavit. This represents 3.45 hours at an effective rate of \$443.12 per hour. The Receiver anticipates additional fees to completion in the amount of \$5,000, not including HST and disbursements.
9. In connection with the receivership of Stoney Creek for the period from July 1, 2021 to and including October 27, 2021 fees of \$32,711.81 (inclusive of HST, disbursements and a discount of \$3,787.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "7"** to this my Affidavit. This represents 95.75 hours at an effective rate of \$340.39 per hour.
10. In connection with the receivership of Toronto Apothecary for the period from July 1, 2021 to and including October 27, 2021 fees of \$39,255.86 (inclusive of HST, disbursements and a discount of \$5,130.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "8"** to this my Affidavit. This represents 119.00 hours at an effective rate of \$334.46 per hour.
11. In connection with the receivership of Westway for the period from July 1, 2021 to and including October 27, 2021 fees of \$2,093.04 (inclusive of HST, disbursements and a discount of \$144.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "9"** to this my Affidavit. This represents 5.05 hours at an effective rate of \$395.40 per hour. The Receiver anticipates additional fees to completion in the amount of \$5,000, not including HST and disbursements.
12. In connection with the receivership of Olde Walkerville for the period from July 1, 2021 to and including October 27, 2021 fees of \$41,761.13 (inclusive of HST, disbursements and a discount of \$6,031.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "10"** to this

my Affidavit. This represents 134.40 hours at an effective rate of \$317.89 per hour.

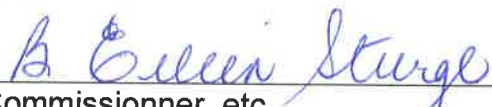
13. In connection with the receivership of Cooksville for the period from July 1, 2021 to and including October 27, 2021 fees of \$1,993.60 (inclusive of HST, disbursements and a discount of \$122.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "11"** to this my Affidavit. This represents 4.55 hours at an effective rate of \$414.56 per hour. The Receiver anticipates additional fees to completion in the amount of \$5,000, not including HST and disbursements:
14. In connection with the receivership of 4231 for the period from July 1, 2021 to and including October 27, 2021 fees of \$15,431.84 (inclusive of HST, disbursements and a discount of \$1,012.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "12"** to this my Affidavit. This represents 32.45 hours at an effective rate of \$451.10 per hour.
15. In connection with the receivership of Jubilee for the period from July 1, 2021 to and including October 27, 2021 fees of \$8,184.59 (inclusive of HST, disbursements and a discount of \$757.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "13"** to this my Affidavit. This represents 19.30 hours at an effective rate of \$414.53 per hour.
16. In connection with the receivership of JGWI for the period from July 1, 2021 to and including October 27, 2021 fees of \$12,259.37 (inclusive of HST, disbursements and a discount of \$926.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "14"** to this my Affidavit. This represents 26.40 hours at an effective rate of \$446.02 per hour.
17. In connection with the receivership of Brimley for the period from July 1, 2021 to and including October 27, 2021 fees of \$53,829.17 (inclusive of HST, disbursements and a discount of \$10,374.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "15"**



to this my Affidavit. This represents 198.70 hours at an effective rate of \$291.80 per hour.

18. In connection with the receivership of Sigma for the period to and including October 27, 2021 fees of \$59,513.71 (inclusive of HST, disbursements and a discount of \$6,306.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "16"** to this my Affidavit. This represents 168.80 hours at an effective rate of \$349.37 per hour.
19. The hourly billing rates detailed in this Affidavit are comparable to the hourly rates charged by Spergel for services rendered in relation to similar proceedings.
20. This Affidavit is made in support of a motion to, *inter alia*, approve the receipts and disbursements of the Receiver and its accounts.
21. I make this Affidavit for no improper purpose.

SWORN BEFORE ME at the City )  
of Toronto, in the Province of )  
Ontario, this 2<sup>nd</sup> day of November, )  
2021. )

  
A Commissioner, etc. )

Barbara Eileen Sturge, a Commissioner, etc.,  
Province of Ontario, for msi Spergel inc.  
and Spergel & Associates inc.  
Expires September 21, 2022



**MUKUL MANCHANDA**

**This is Exhibit "1" of the Affidavit of**  
**MUKUL MANCHANDA**  
**Sworn before me on this 2<sup>nd</sup> day of November, 2021**

  
**A Commissioner, Etc.**

Barbara Eileen Sturge, a Commissioner, etc.,  
Province of Ontario, for msi Spergel inc.  
and Spergel & Associates inc.  
Expires September 21, 2022





SPERGEL

November 01, 2021

Invoice #: 12206

JM Westview Pharma Inc. o/a Mill Street Pharmacy  
676 Sheppard Avenue East  
Suite 703  
North York, ON M2K 1B7

## Invoice

**RE: JM Westview Pharma Inc. o/a Mill Street Pharmacy**

**FOR PROFESSIONAL SERVICES RENDERED** in the period from July 1, 2021 to and including October 27, 2021, in connection with the Court-appointed receivership proceedings

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	2.75	\$525.00	\$1,443.75
Mukul Manchanda, CPA, CIRP, LIT	2.80	450.00	1,260.00
Others	1.20	225.00	270.00
Total Professional fees	6.75	\$440.56	\$2,973.75
<b>Courtesy Discount</b>			<b>(173.50)</b>
HST			364.03
<b>Total</b>			<b>\$3,164.28</b>

HST Registration #R103478103

**(AAMILL-R)**

**msi Spergel inc.** Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

• Barrie 705 722 5090 • Hamilton 905 527 2227 • Mississauga 905 602 4143 • Oshawa 905 721 8251 • Toronto-Central 416 778 8813  
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and Restructuring Practitioners

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Member **ICIN** The Independent Canadian Insolvency Network

Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AAMILL-R: to AAMILL-R:

## Time Detail by File & Employee ARA

Printed on: 11/01/21

Page 1 of 1

### File Name (ID): JM Westview Pharma Inc. o/a Mill Street Pharmacy (AAMILL-R:)

Day	Date	Memo	B-Hrs
<b>Frieda Kanaris (FKA)</b>			
Fri	10/22/2021	Prepare SRD.	0.30
Mon	10/25/2021	Work on schedule for Affidavit of fees for Court report.	0.30
<b>Frieda Kanaris (FKA)</b>			<b>0.60</b>
<b>Mukul Manchanda (MMA)</b>			
Mon	08/02/2021	Review of the file in advance of drafting the second report. Receipt and review of the draft report from P. Gennis. Provided comments regarding same and prepared certain appendices.	0.30
Tues	08/03/2021	Discussion with P. Gennis regarding the report. Further revisions to the report. Prepared appendices to the report including Fee Affidavit, NDAs and Offer Summary and SRDs. Review of multiple documents in preparation of the appendices.	0.30
Wed	08/04/2021	Prepare and swear fee affidavit along with exhibits. Receipt, review and provided comments regarding notice of motion and orders.	0.30
Thur	08/05/2021	Receipt and review of the draft interim receivership order. Telephone discussion with A. Iqbal and P. Gennis regarding the powers of the interim receiver.	0.50
Fri	08/06/2021	Receipt, review and provided comments regarding the factum.	0.10
Mon	08/09/2021	Receipt and review of the factum. Sent an email to J. Turgeon providing comments. Lengthy telephone discussion with A. Iqbal regarding the Sigma Pharmacy and the sale of same.	0.50
Tues	08/10/2021	Email exchanges with A. Iqbal regarding WIP on file.	0.20
Wed	08/11/2021	Review draft interim receivership order and provided comments. Receipt and review of an email from M. Ghabryal providing information with respect to a purported sale of the Sigma Pharmacy. Email exchanges with B. Bissell regarding same.	0.60
<b>Mukul Manchanda (MMA)</b>			<b>2.80</b>
<b>Philip H. Gennis (PGE)</b>			
Mon	07/26/2021	Review and execution of S. 246(2) Report prior to filing with OSB;	0.25
Tues	07/27/2021	General	0.50
Fri	07/30/2021	Draft Second Report to Court;	0.50
Tues	08/03/2021	Revisions to Second Report prior to transmittal to Counsel for review and comments;review of NOM;	0.50
Tues	10/19/2021	preliminary assembly of information for Third Report to Court;	0.50
Fri	10/22/2021	Preliminary drafting of Third Report to Court;	0.50
<b>Philip H. Gennis (PGE)</b>			<b>2.75</b>
<b>Susan Downey (SDW)</b>			
Mon	07/26/2021	Draft Receiver's Interim report	0.40
Tues	07/27/2021	Finalize and fax Receiver's interim report to OSB	0.20
<b>Susan Downey (SDW)</b>			<b>0.60</b>
<b>Total for File ID AAMILL-R:</b>			<b>6.75</b>
<b>Grand Total:</b>			<b>6.75</b>

**This is Exhibit “2” of the Affidavit of  
MUKUL MANCHANDA  
Sworn before me on this 2<sup>nd</sup> day of November, 2021**

  
**A Commissioner, Etc.**

Barbara Eileen Sturge, a Commissioner, etc.,  
Province of Ontario, for MSI Spergel Inc.  
and Spergel & Associates Inc.  
Expires September 21, 2022.





SPERGEL

October 27, 2021

Invoice #: 12201

SJ East Pharma Inc. o/a Brighton Pharmacy  
12 Elizabeth Street  
Brighton, ON K0K 1H0

## Invoice

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

**FOR PROFESSIONAL SERVICES RENDERED** in the period July 1, 2021 to October 27, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	2.50	\$525.00	\$1,312.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.10	375.00	37.50
Mukul Manchanda, CPA, CIRP, LIT	4.60	450.00	2070.00
Others	9.10	225.00	2,047.50
Total Professional fees	16.30	\$335.43	\$5,467.50
<b>Courtesy Discount</b>			<b>(742.50)</b>
HST			614.25
<b>Total</b>			<b>\$5,339.25</b>

HST Registration #R825172935

**(AABRIG-R)**

**msi Spergel inc.** Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

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• Brampton 905 874 4905 • London 519 902 2772 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Saskatchewan 306 341 1660

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Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABRIG-R: to AABRIG-R:

## Time Detail by File & Employee ARA

Printed on: 11/01/21

Page 1 of 2

### File Name (ID): SJ East Pharma Inc. o/a Brighton Pharmacy (AABRIG-R:)

Day	Date	Memo	B-Hrs
<b>Gillian Goldblatt (GGO)</b>			
Tues	09/14/2021	review and approve disbursement.	0.10
		<b>Gillian Goldblatt (GGO)</b>	<b>0.10</b>
<b>Inga Friptuleac (IFR)</b>			
Mon	10/25/2021	Issue cheque	0.10
		<b>Inga Friptuleac (IFR)</b>	<b>0.10</b>
<b>Mukul Manchanda (MMA)</b>			
Mon	08/02/2021	Review of the file in advance of drafting the second report. Receipt and review of the draft report from P. Gennis. Provided comments regarding same and prepared certain appendices.	0.30
Tues	08/03/2021	Discussion with P. Gennis regarding the report. Further revisions to the report. Prepared appendices to the report including Fee Affidavit, NDAs and Offer Summary and SRDs. Review of multiple documents in preparation of the appendices.	0.30
Wed	08/04/2021	Prepare and swear fee affidavit along with exhibits. Receipt, review and provided comments regarding notice of motion and orders.	0.30
Thur	08/05/2021	Receipt and review of the draft interim receivership order. Telephone discussion with A. Iqbal and P. Gennis regarding the powers of the interim receiver.	0.50
Fri	08/06/2021	Receipt, review and provided comments regarding the factum.	0.10
Mon	08/09/2021	Receipt and review of the factum. Sent an email to J. Turgeon providing comments.	0.20
Wed	08/11/2021	Review draft interim receivership order and provided comments. Receipt, review and sign consent to act with respect to Anoop Pharmacy.	0.40
Wed	09/01/2021	Discussions regarding visits and the interim receiver's mandate in general.	0.30
Thur	09/02/2021	Review of a lengthy email from B. Bissell regarding the court hearing and the go forward strategy. Telephone discussions regarding same with P. Gennis and B. Bissell.	0.40
Tues	09/07/2021	Review of email exchanges between B. Bissell and A. Teodorescu.	0.20
Fri	09/10/2021	Receipt and review of the supplementary motion record of CWB regarding appointment of the receiver. Receipt and review of a letter from D. Ullman regarding the hearing at the Court of Appeal.	0.30
Tues	09/14/2021	Receipt and review of an email from B. Bissell containing the endorsement from the Court of Appeal. Receipt and review of the order from the Court of Appeal. Review of email exchanges between B. Bissell and D. Ullman regarding the IR's role.	0.30
Thur	09/16/2021	Receipt and review of an email from S. Downey providing update regarding the visit. Telephone discussion with S. Downey regarding same.	0.20
Fri	09/17/2021	Receipt and review of the bank statements.	0.80
		<b>Mukul Manchanda (MMA)</b>	<b>4.60</b>
<b>Philip H. Gennis (PGE)</b>			
Mon	07/26/2021	Review and execution of S. 246(2) BIA Report prior to filing with OSB;	0.25
Tues	07/27/2021	Review and execution of S. 246 BIA Interim Report;	0.50
Fri	07/30/2021	Draft Second Report to Court;	0.50
Tues	08/03/2021	Revisions to Second Report prior to transmittal to Counsel for review and comments;review of NOM;	0.50
Tues	10/19/2021	preliminary assembly of information for Third Report to Court;	0.25
Fri	10/22/2021	Preliminary drafting of Third Report to Court;	0.50

## Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABRIG-R: to AABRIG-R:

## Time Detail by File &amp; Employee ARA

Printed on: 11/01/21

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**File Name (ID): SJ East Pharma Inc. o/a Brighton Pharmacy (AABRIG-R:)**

Day	Date	Memo	B-Hrs
<b>Philip H. Gennis (PGE)</b>			
Philip H. Gennis (PGE)			<b>2.50</b>
<b>Susan Downey (SDW)</b>			
Mon	08/16/2021	Prepare for attendance at Brighton Pharmacy re: Interim Receiver. Attend site, take pictures, meet with DM Anoop. Gather reports/information and take pictures. Preparing memo to file.	5.00
Wed	08/18/2021	Site visit of pharmacy and pics and uploading reports	4.00
Susan Downey (SDW)			<b>9.00</b>
Total for File ID AABRIG-R:			<b>16.30</b>
Grand Total:			<b>16.30</b>



**This is Exhibit “3” of the Affidavit of  
MUKUL MANCHANDA**

**Sworn before me on this 2<sup>nd</sup> day of November, 2021**

  
**A Commissioner, Etc.**

Barbara Eileen Sturge, a Commissioner, etc.,  
Province of Ontario, for msi Spergel inc  
and Spergel & Associates inc  
Expires September 21, 2022



SPERGEL

October 27, 2021

Invoice #: 12204

Bless Hui Pharma Inc. o/a Hui's Pharmasave  
721 Gerrard Street  
Toronto, ON M4M 1Y5

## Invoice

**RE: Bless Hui Pharma Inc. o/a Hui's Pharmasave**

**FOR PROFESSIONAL SERVICES RENDERED** in the period July 1, 2021 to October 27, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	29.85	\$525.00	\$15,671.25
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.50	525.00	262.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	2.50	375.00	937.50
Mukul Manchanda, CPA, CIRP, LIT	21.10	450.00	9,495.00
Claudia Jackman, 30	1.25	110.00	137.50
Paula Amaral	42.10	295.00	12,419.50
Others	55.80	225.00	12,555.00
Total Professional fees	153.10	\$336.24	\$51,478.25
<b>Courtesy Discount</b>			<b>(4,536.00)</b>
Reimbursable Expenses			
Courier			\$85.50

HST \$6,113.61

**Total** **\$53,141.36**

HST Registration #R103478103

**(AABLES-R)**

**msi Spergel inc.** Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

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Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABLES-R: to AABLES-R:

## Time Detail by File & Employee ARA

Printed on: 11/01/21

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### File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmasave (AABLES-R:)

Day	Date	Memo	B-Hrs
<b>Claudia Jackman (CJA)</b>			
Tues	08/10/2021	Post and printed chques	1.00
Tues	08/24/2021	Posting of cheques	0.25
<b>Claudia Jackman (CJA)</b>			<b>1.25</b>
<b>Deborah Hornbostel (DHO)</b>			
Fri	07/16/2021	Review and approve disbursements	0.10
Fri	07/30/2021	Review and approve disbursement	0.10
Mon	08/30/2021	Review and approve accounts payable	0.20
Tues	09/07/2021	Review and approve accounts payable	0.10
Mon	09/13/2021	Email exchanges regarding actions to be taken in light of the sale to close; telephone discussion with Alex Peng from Landlord regarding failure of sale to close; approve payment of inventory count invoice;	0.00
<b>Deborah Hornbostel (DHO)</b>			<b>0.50</b>
<b>Frieda Kanaris (FKA)</b>			
Tues	07/13/2021	Exchange of emails with Linh re ODB audit and payments received for special purchases, review deposits.	0.50
Fri	07/16/2021	Travel to pharmacy to deliver payroll cheques, meet with Linh, pick up cash (July 15); count and deposit cash and cheque; exchange of emails with Linh.	1.70
Wed	07/28/2021	Draft employment agreement for relief employee; exchange of emails with Linh, PA and SD.	0.50
Fri	07/30/2021	Travel to pharmacy, meet with staff and delivery paycheques; pick up cash, return to office, count and deposit cash.	2.00
Tues	08/10/2021	Exchange of emails re payroll and other matters with Linh, Paula and MM.	0.50
Fri	08/13/2021	On site visit, deliver payroll cheques, pick-up cash, return to office, count and deposit cash; review file for payment made from Ministry of Social Services and forward to Linh.	1.90
Tues	08/17/2021	T/c's and email exchange with Linh, PG and MM re ODB audit.	0.50
Wed	08/18/2021	Email exchange with Linh and PG re Linh's resignation.	0.30
Thur	08/19/2021	Review emails re inventory attendance.	0.50
Wed	08/25/2021	Attend at pharmacy to meet and oversee site visit by purchasers.	1.50
Thur	08/26/2021	T/c and exchange of emails with Linh re inventory attendance and corrections to payroll.	0.50
Mon	08/30/2021	Exchange of emails and t/c's re repair to storefront window; travel to pharmacy, meet with Linh, deliver payroll cheques and pick-up cash.	1.80
Thur	09/02/2021	Reconcile and deposit cash sales and cheques.	1.20
Thur	09/09/2021	Prepare termination letters to employees and contractor; attend on-site to oversee inventory count.	4.50
Mon	09/13/2021	Exchange of emails re window repair, pharmacy not closing, Linh and hiring new pharmacist; count and deposit cash and ESI cheque; requisition payment for Inventory Solutions.	1.20
Wed	09/15/2021	On site attendance, deliver employee cheques, pick up cash and mail.	0.80
Fri	09/17/2021	Count and deposit cash and ESI cheque.	0.40
Thur	09/23/2021	Exchange of emails and t/c's re replacement pharmacist.	0.50
Thur	09/30/2021	T/c's and emails with various parties regarding finding replacement pharmacist.	1.50
Fri	10/01/2021	On site visit, deliver payroll cheques, pick up cash, return to office, count and deposit cash and cheques.	2.50



Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABLES-R: to AABLES-R:

## Time Detail by File & Employee ARA

Printed on: 11/01/21

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### File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
<b>Frieda Kanaris (FKA)</b>			
Mon	10/04/2021	Exchange of emails with Linh, M and PG re salary increases and DM.	0.50
Thur	10/07/2021	Forward payroll to PA.	0.30
Wed	10/13/2021	Emails with Linh re payroll; requisition payment for window repair.	0.50
Fri	10/15/2021	General	0.80
Mon	10/18/2021	Deposit cash and cheques; emails and discussions re new DM.	0.50
Fri	10/22/2021	Further discussions and emails regarding replacement DM; prepare SRD	1.00
Mon	10/25/2021	Work on schedule for Affidavit of fees for Court report; email exchange with Linh.	0.50
<b>Frieda Kanaris (FKA)</b>			<b>28.90</b>
<b>Gillian Goldblatt (GGO)</b>			
Mon	07/12/2021	review and approve disbursement.	0.10
Tues	07/13/2021	review and approve disbursements.	0.30
Tues	07/20/2021	review and approve disbursements.	0.20
Wed	07/21/2021	review and approve disbursement.	0.10
Mon	08/09/2021	review and approve disbursement.	0.10
Wed	08/11/2021	review and approve disbursements.	0.30
Tues	09/07/2021	review and approve disbursement.	0.10
Tues	09/14/2021	review and approve disbursements.	0.30
Tues	09/28/2021	review and approve disbursements.	0.30
Wed	09/29/2021	review and approve disbursement.	0.10
Thur	10/07/2021	review and sign disbursement.	0.10
Fri	10/08/2021	review and sign disbursement.	0.10
Thur	10/14/2021	review and approve disbursements.	0.40
<b>Gillian Goldblatt (GGO)</b>			<b>2.50</b>
<b>Hinna Shaikh (HSH)</b>			
Wed	08/18/2021	updated site	0.20
<b>Hinna Shaikh (HSH)</b>			<b>0.20</b>
<b>Haran Sivanathan (HSI)</b>			
Fri	07/02/2021	General	0.90
Thur	07/08/2021	General	0.80
Tues	08/17/2021	General	0.20
Wed	09/15/2021	Bank reconciliation/Posting cheques/Deposit	0.40
<b>Haran Sivanathan (HSI)</b>			<b>2.30</b>
<b>Inga Friptuleac (IFR)</b>			
Mon	07/05/2021	Issue cheques ;Deposit	0.40
Tues	07/13/2021	Issue cheques; Deposit, Postings	1.40
Mon	07/19/2021	Issue cheque	0.20
Tues	07/27/2021	Deposit; Postings	0.40
Tues	08/03/2021	Deposit	0.20
Mon	08/09/2021	Deposit; Issue cheque	0.40
Tues	08/24/2021	Deposit; Issue cheques, postings	1.40
Tues	09/07/2021	Issue cheque	0.20
Mon	09/13/2021	Issue cheques, Deposit, Postings	1.80
Mon	09/27/2021	Issue cheques	1.10
Mon	10/04/2021	Issue cheques	0.90
Tues	10/12/2021	Issue cheques	1.00

Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABLES-R: to AABLES-R:

## Time Detail by File & Employee ARA

Printed on: 11/01/21

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### File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
<b>Inga Friptuleac (IFR)</b>			
Mon	10/18/2021	Deposit, Postings	0.30
Mon	10/25/2021	Issues cheques, Postings	1.30
<b>Inga Friptuleac (IFR)</b>			<b>11.00</b>
<b>Jeff Adiken (JAD)</b>			
Wed	07/28/2021	Sign cheques	0.80
Mon	08/30/2021	August 27, 2021 - Sign cheques .3 August 31, 2021 - Sign cheques .1	0.40
<b>Jeff Adiken (JAD)</b>			<b>1.20</b>
<b>Mukul Manchanda (MMA)</b>			
Mon	07/05/2021	Email exchanges with P. Gennis regarding floor plan of the pharmacies. Uploaded same to the data room.	0.40
Tues	07/06/2021	Receipt and review of an email from R. Lailani containing the McKesson invoices.	0.20
Fri	07/09/2021	Dealt with management of cash and provided instructions regarding same to the staff. Review of the cash flow and the bank balance. Review of email exchanges with McKesson regarding changing the PAP dates to semi monthly.	0.20
Sat	07/10/2021	Receipt and review of an email from S. Downey forwarding an email from R. Basilious requesting access to the pharmacy and the staff. Discussion with P. Gennis regarding same.	0.20
Mon	07/12/2021	Receipt, review and approve payroll and payables.	0.50
Tues	07/13/2021	Email exchanges regarding the ODB audit. Receipt, review and approve payables. Receipt and review of invoices and debit advise from McKesson.	0.40
Thur	07/15/2021	Receipt and review of an email from P. Amaral providing bank balance in the trust account. Preparation of cash flow and instructions to P. Amaral regarding movement of funds.	0.10
Fri	07/16/2021	Receipt, review and approve disbursements.	0.10
Tues	07/20/2021	Receipt, review and approve payables. Receipt and review of an email from L. Reyes containing copies of McKesson invoices and debit advice.	0.30
Wed	07/21/2021	Receipt, review and approve payables. Email exchanges regarding the ODB audit.	0.30
Tues	07/27/2021	Receipt, review and approve payroll. Receipt, review and approve payables.	0.40
Thur	07/29/2021	Receipt review and approve payables.	0.10
Fri	07/30/2021	Receipt, review and approve payables.	0.10
Sat	07/31/2021	Review of email exchanges with B. Bissell regarding security opinions.	0.10
Sun	08/01/2021	Review of email exchanges regarding preparation of summary of NDAs and offers. Instructions to P. Amaral regarding same.	0.10
Mon	08/02/2021	Review of the file in advance of drafting the second report. Receipt and review of the draft report from P. Gennis. Provided comments regarding same and prepared certain appendices. Review of email exchanges with the landlord regarding rent arrears.	1.80
Tues	08/03/2021	Receipt and review of an email from L. Reyes containing the McKesson invoices. Discussion with P. Gennis regarding the report. Further revisions to the report. Prepared appendices to the report including Fee Affidavit, NDAs and Offer Summary and SRDs. Review of multiple documents in preparation of the appendices.	1.20

## Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
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## Time Detail by File &amp; Employee ARA

Printed on: 11/01/21

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**File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)**

Day	Date	Memo	B-Hrs
<b>Mukul Manchanda (MMA)</b>			
Wed	08/04/2021	Prepare and swear fee affidavit along with exhibits. Receipt, review and provided comments regarding notice of motion and orders.	0.30
Fri	08/06/2021	Receipt, review and provided comments regarding the factum.	0.10
Mon	08/09/2021	Receipt and review of the factum. Sent an email to J. Turgeon providing comments.	0.20
Tues	08/10/2021	Receipt, review and approve payroll.	0.50
Wed	08/11/2021	Receipt, review and approve payables.	0.20
Fri	08/13/2021	Review of email exchanges with BMO regarding transfer of funds.	0.10
Mon	08/16/2021	Receipt and review of the ODB audit report. Email exchanges with F. Kanaris regarding same.	0.40
Wed	08/18/2021	Receipt and review of an email from McKesson containing invoices. Email exchanges and telephone discussions regarding resignation of the DM. Email exchanges with Claimsecure regarding change of account and outstanding deposits.	0.90
Mon	08/23/2021	Review of email exchanges with G. Grubner regarding attendance at the pharmacy by his clients. Telephone discussion with B. Bissel and P. Gennis regarding the request.	0.30
Tues	08/24/2021	Email exchanges and telephone discussion with B. Bissell regarding request of potential purchaser to visit the pharmacy and attempt to insert new conditions to the APS. Receipt and review of an email from McKesson containing invoices and debit advice. Review of email from B. Bissell containing the closing documents.	0.50
Wed	08/25/2021	Receipt, review and approve payroll. Receipt, review and approve payables. Email exchanges with counsel regarding attendance at the premises by the purchaser. Provided instructions to F. Kanaris regarding same.	0.70
Thur	08/26/2021	Review of cash flow and discussion regarding cash management.	0.20
Mon	08/30/2021	Receipt, review and approve payables. Email exchanges regarding repairs at the premises.	0.30
Tues	08/31/2021	Receipt and review of an email from McKesson containing invoices and debit advice.	0.30
Thur	09/02/2021	Email exchanges and telephone discussions regarding operational issues.	0.30
Tues	09/07/2021	Receipt and review of draft closing documents from J. Turgeon. Email exchanges and telephone discussion with the property manager regarding rent arrears. Email exchanges with S. Downey regarding rent arrears.	1.00
Wed	09/08/2021	Receipt and review of an email from McKesson containing invoices and debit advice. Email exchanges with the property manager regarding repairs required on site. Receipt, review and approve Fillware invoice. Receipt and review of an email from R. Moncur containing the closing documents.	0.70
Thur	09/09/2021	Receipt and review of the draft undertaking regarding lease assignment from R. Moncur. Receipt and review of the lease assignment. Prepared an executed copy of same. Receipt, review and sign the HST election form. Various communication with the landlord regarding lease assignment and payment of rent arrears.	0.60



Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABLES-R: to AABLES-R:

## Time Detail by File & Employee ARA

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### File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
<b>Mukul Manchanda (MMA)</b>			
Fri	09/10/2021	Receipt, review and approve disbursement. Email exchanges with the property manager regarding the broken piece of metal and replacement of same. Receipt and review of the revised statement of adjustment from R. Moncur. Receipt and review of an email from R. Moncur containing final closing documents. Prepared executed copy of same and emailed it to R. Moncur. Lengthy discussion with B. Bissell and P. Gennis regarding the issue of the purchaser not willing to close the transaction. Review and approve the proposed course of action and instructed B. Bissell to reach out to I. Grubner with same. Receipt and review of a lengthy email from I. Grubner regarding closing of River Hill and Bless Hui pharmacy. Conference call with B. Bissell and P. Gennis regarding same. Review of an email from B. Bissell to I. Grubner advising the two are not related and outlining the Receiver's position,	1.40
Mon	09/13/2021	Email exchanges with P. Gennis and B. Bissell regarding next steps and setting up a call to discuss same. Email exchanges with F. Kanaris regarding continuing operations of the pharmacy.	0.30
Tues	09/14/2021	Receipt, review and approve payroll. Receipt, review and approve payables. Participated in a conference call with R. Randall and P. Gennis.	0.70
Wed	09/15/2021	Receipt, review of the invoices, credit notes and debit advice from McKesson.	0.20
Thur	09/16/2021	Receipt and review of an email from R> Moncur to Marsha outlining the Receiver's position with respect to the purchaser refusing to close the transaction.	0.20
Fri	09/17/2021	Cash flow management with respect to upcoming payments. Email exchanges with M. Bebawy regarding re-listing the pharmacy.	0.30
Tues	09/21/2021	Receipt and review of an email from McKesson containing invoices and debit advise.	0.20
Wed	09/22/2021	Email exchanges regarding finding and hiring a new DM.	0.20
Tues	09/28/2021	Receipt and review of invoices and debit advice from McKesson.	0.20
Wed	09/29/2021	Review and approve disbursement.	0.10
Thur	09/30/2021	Receipt and review of a without prejudice email from I. Grubner. Sent an email to B. Bissell with comments. Review of an email from B. Bissell.	0.20
Fri	10/01/2021	Cash flow management regarding payment of payroll and rent.	0.20
Mon	10/04/2021	Review of email exchanges with Linh regarding replacement of the DM. Email exchanges regarding increase in wages of the staff.	0.20
Tues	10/05/2021	Receipt, review and approve disbursements.	0.10
Thur	10/07/2021	Receipt and review of an email to R. Randall containing update regarding proceedings. Receipt, review and approve payables.	0.20
Tues	10/12/2021	Receipt and review of an email from McKesson containing credits, invoices and debit advice. Email exchanges with M. Bebawy regarding re-listing the pharmacy.	0.20
Wed	10/13/2021	Email exchanges with R. Randall regarding re-listing the pharmacy. Receipt, review and approve payroll and payables.	0.50
Thur	10/14/2021	Receipt, review and approve payables.	0.10
Mon	10/18/2021	Review of email exchanges regarding re-listing the pharmacy. Review of the letter prepared by B. Bissell. Receipt and review of sales reports. Email exchanges with P. Gennis and P. Amaral regarding transmission of same to the bank. Receipt and review of listing agreement from M. Bebawy. Email exchanges with P. Gennis regarding same. Prepared a signed version of the listing agreement and emailed same to M. Bebawy.	1.10

## Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABLES-R: to AABLES-R:

## Time Detail by File &amp; Employee ARA

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## File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
<b>Mukul Manchanda (MMA)</b>			
Tues	10/19/2021	Receipt and review of an email from McKesson containing invoices and debit advice.	0.20
Fri	10/22/2021	Email exchanges with Tal Group regarding finding a replacement for the DM.	0.20
<b>Mukul Manchanda (MMA)</b>			<b>21.10</b>
<b>Paula Amaral (PAM)</b>			
Fri	07/02/2021	Review transactions on bank statements, prepare requisitions for deposits and payments made via EFT.	0.80
Mon	07/05/2021	Review bank statements and prepare requisitions for deposits and payments.	1.00
Tues	07/06/2021	Review bank statements and reconcile with Ascend and prepare financial analysis to determine status of bank accounts. Review WSIB accounts and current balances. Assist with monthly bank reconciliation.	0.70
Wed	07/07/2021	Receipt and printing of payroll timesheets and invoices. Preparation of pay statements for employees	1.20
Mon	07/12/2021	Review of payroll and invoices with Mukul. Preparation of payroll to be distributed.	1.00
Tues	07/13/2021	Prepare requisitions for deposits and payments on bank statements. Assist with bank reconciliation.	1.00
Tues	07/20/2021	Request payroll information from employees and contractors. Request reports from pharmacy as requested by buyer, assemble reports once received and forward to Phil. Prepare requisitions for debit and credit entries in bank statements.	1.00
Wed	07/21/2021	Prepare cash flow analysis including econciling bank statement with Ascend to determine outstanding cheques and review anticipated sales and expenses.	0.30
Mon	07/26/2021	Receive payroll information and invoices, prepare pay statements and pay schedule for employees.	1.00
Tues	07/27/2021	Prepare requisitions for payroll and payables and review with Mukul. Prepare requisitions for debit and credit entries in bank statements.	0.90
Wed	07/28/2021	Receive signed cheques fro payroll and payables and prepare for delivery. Prepare weekly cash flow analysis.	0.50
Thur	07/29/2021	Review WSIB Statements and file premium for April-June. Prepare requisition for payment. General administrative: receiving and reviewing credit card fee statements and organizing with requisitions.	0.70
Fri	07/30/2021	Assembling of documentation for response to request for information for HST examination. Email documents and response to auditor. Preparation of requisition for debit and credit transactions in bank statements for entry into Ascend.	1.10
Tues	08/03/2021	Create spreadsheet summarizing NDAs and offers received with details. Prepare Interim R&D report as at June 30, 2021 Assist with preparation of report including formatting documents and completing redactions.	1.60

## Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABLES-R: to AABLES-R:

## Time Detail by File &amp; Employee ARA

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**File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)**

Day	Date	Memo	B-Hrs
<b>Paula Amaral (PAM)</b>			
Wed	08/04/2021	Assist with preparation of report including formatting documents, completing redactions and assembling documents. Preparation of requisitions for credit and debit transactions in bank account.	1.20
Thur	08/05/2021	Email staff requesting payroll information. Receive and print payroll information. Review commission statement for sale of pharmacy, confirm final sale price and origin of buyer. Email Phil with status.	0.20
Fri	08/06/2021	Receive payroll information, prepare payroll including calculation of source deductions, preparation of pay statements and requisitions.	1.40
Mon	08/09/2021	Calculation of source deductions for remittance and preparation of requisition.	0.30
Tues	08/10/2021	Review payroll requisitions with Mukul. Retrieve original bank account information to determine if sales receipts have been deposited to original accounts and need to be forwarded to post-receivership bank accounts.	0.60
Wed	08/11/2021	Review debit and credit transactions on bank statements and prepare requisitions for posting.	0.60
Thur	08/12/2021	Organize signed cheques for delivery. Prepare bank cash flow forecast to determine status of funds.	0.40
Fri	08/13/2021	Request Fillware report since beginning of receivership to cross reference with bank accounts and determine which funds are not being deposited. Email bank to request bank statements of pre receivership accounts from Dec1 to present day.	0.10
Tues	08/17/2021	Review transactions in reconciliation discrepancy and prepare requisitions as required. Prepare and send email to pharmacy staff requesting Fillware report with a total of all sales by provider since beginning of receivership to date and POS monthly sales reports. Discussions with Insurance providers.	0.80
Wed	08/18/2021	Prepare termination letter for employee and send to Phil and Mukul for review. Receive POS reports and organize to file HST returns. Discussions with Insurance Providers	1.00
Thur	08/19/2021	Review bank transactions and prepare requisitions for debits and credits for entry into accounting system	1.00
Mon	08/23/2021	Prepare summary of inventory counts and closing dates and circulate to team. Receive and print payroll time sheets and invoices.	0.20
Tues	08/24/2021	Prepare summary of RT2 accounts and send to Phil. Review payroll hours, calculate source deductions and prepare payroll statements and requisitions.	1.40
Wed	08/25/2021	Review invoices and prepare requisitions. Review payroll and payables requisitions with Mukul	0.80
Thur	08/26/2021	Prepare cash projection. Review bank account transactions and create requisitions for debits and credits for entry into accounting system.	0.40
Mon	08/30/2021	Receive signed payroll and payable cheques, review and prepare for distribution.	0.30
Fri	09/03/2021	Review bank statements and prepare debit and credit requisitions for entry.	1.00



## Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABLES-R: to AABLES-R:

## Time Detail by File &amp; Employee ARA

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**File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)**

Day	Date	Memo	B-Hrs
<b>Paula Amaral (PAM)</b>			
Mon	09/13/2021	Receive payroll information and invoices, review, calculate payroll payable amount and prepare requisitions.	1.00
Tues	09/14/2021	Review payroll and supplier requisitions with Mukul and prepare payments for delivery.	1.00
Thur	09/16/2021	Review bank transactions and prepare requisitions for credit card deposits, insurance provider deposits, direct payments and fees.	1.00
Mon	09/27/2021	Prepare payroll, review with Mukul and submit for processing.	1.50
Wed	09/29/2021	Prepare requisitions for debits and credits on bank statements and post to Q drive.	1.00
Thur	09/30/2021	Prepare new Provider Agreement for ClaimSecure for signature.	0.50
Fri	10/01/2021	Scan and submit provider agreement to Claimsecure. Review bank transactions and prepare cashflow projection. Prepare requisition for transfer of funds.	0.50
Mon	10/04/2021	Review WSIB account to ensure reporting is up to date.	0.20
Tues	10/05/2021	Prepare debit and credit requisitions for posting as per bank transactions.	0.60
Wed	10/06/2021	Discussion with Claimsecure regarding new provider and number and send request for staff to change provider number in the system.	0.10
Wed	10/06/2021	Discussion with Claimsecure regarding new provider number. Forward new number with re	0.10
Thur	10/07/2021	General	0.80
Tues	10/12/2021	Receive payroll information. Prepare payroll pay statements and requisitions for approval.	2.00
Fri	10/15/2021	Prepare cash forecast to determine immediate cash needs and prepare requisitions. Receive sales reports and organize and upload to R drive.	1.00
Mon	10/18/2021	Request updated reports for sale of pharmacy. Receive and assemble reports for submission. Prepare requisitions as per bank statements for posting.	1.50
Tues	10/19/2021	Assist with monthly reconciliation.	1.00
Wed	10/20/2021	Prepare requisitions for bank transactions for posting.	1.00
Thur	10/21/2021	Request additional reports, receive ad prepare reports for uploading.	1.00
Fri	10/22/2021	Receive payroll information.	0.10
Wed	10/27/2021	Prepare payroll pay statements and prepare requisitions for payroll and payables.	1.50
Wed	10/27/2021	Redact Purchase Agreement and send to Phil.	0.20
<b>Paula Amaral (PAM)</b>			<b>42.10</b>
<b>Philip H. Gennis (PGE)</b>			
Fri	07/02/2021	Email exchange with Purchaser;email to Counsel requesting status update on fulfillment of conditions on current APS;	0.20
Sun	07/04/2021	Receipt and review of engineering floor plan from realtor and transmittal to Purchaser;;	0.20
Mon	07/05/2021	Email from Counsel for Purchaser waiving financing condition;	0.10
Fri	07/09/2021	Dealing with request from Raouf Basiliois for weekly site visits; email exchange with Counsel in this regard;receipt and review of similar email sent to Susan Downey;	0.50
Sat	07/10/2021	Further email from Raouf Basiliois sent to Susan Downey and forwarded to PG; transmittal of email to Counsel ;	0.25

## Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
- File ID: AABLES-R: to AABLES-R:

## Time Detail by File &amp; Employee ARA

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**File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)**

Day	Date	Memo	B-Hrs
<b>Philip H. Gennis (PGE)</b>			
Mon	07/12/2021	Teleconference with Counsel regarding enquiries made by Raouf Basilious;	0.30
Tues	07/13/2021	Email exchange regarding impending Ministry of Health Audit; receipt and review of draft email from Receiver's Counsel to Counsel for Purchaser regarding access to employees and on-site visits prior to Court approval;	0.30
Wed	07/14/2021	Further email exchange with Purchaser regarding financial reports requested and access to pharmacy prior to court approval;	0.25
Wed	07/21/2021	Email exchange with pharmacy regarding pending MOH spot Audit; email to Counsel for Receiver requesting update on efforts to obtain a court date for the AVO Motion; email to Counsel for Purchaser requesting update on conditions and waiver thereof; trview of reports requested by Purchaser and transmittal of same;	0.50
Thur	07/22/2021	Email from Counsel for Purchaser with respect to waiver of conditions; subsequent telephone discussion with Counsel for Purchaser;	0.25
Fri	07/23/2021	Email with Reports to Purchasers; email exchange with Purchaser's Counsel;	0.25
Tues	07/27/2021	Email exchange with Counsel for Purchaser; receipt and review of APS Assignment document draft;	0.50
Fri	07/30/2021	Email from Counsel for Purchaser regarding status of waiver of conditions;	0.25
Sat	07/31/2021	draft of second report to Court on sale approval motion;	2.50
Mon	08/02/2021	Email exchange with Landlord confirming LMR on deposit as required for adjustments on sale of the pharmacy;	0.25
Tues	08/03/2021	Email exchange with Landlord regarding security deposit and/or LMR held;Revisions to Second Report prior to transmittal to Counsel for review and comments;receipt and review of draft AVO;review of NOM;	0.75
Fri	08/06/2021	Email exchange and telephone dicussion with Bernard Lefebvre at McKesson;	0.50
Sat	08/07/2021	Review of Factum	0.30
Thur	08/12/2021	Attend sale approval motion before Justice Patillo	0.20
Fri	08/13/2021	Receipt and review of email from Receiver's Counsel to Counsel for Purchaser;	0.20
Mon	08/16/2021	Receipt and review of ODB Audit report pre-receivership; organizing inventory count in advance of closing; email update from Counsel for purchaser; email from property manager regarding power outage; email exchange between Receiver's Counsel and Counsel for Purchaser regarding lease assignment;	1.00
Tues	08/17/2021	Email exchange with Counsel for Purchaser regarding revised Lease Assignment Agreement;	0.20
Wed	08/18/2021	Call with Receiver's Counsel and Counsel for Purchaser.	0.25
Thur	08/19/2021	Receipt and review of Final Draft of Lease Assignment;	0.25
Tues	08/24/2021	Email exchange with Counsel regarding request for access by Purchaser as a condition precedent to closing; internal discussion with MM in this regard;	0.30
Thur	08/26/2021	Receipt and review of revisions to closing agenda proposed by Purchaser's Counsel; transmittal of comments to Receiver's Counsel;	0.75
Fri	08/27/2021	Telephone discussion with Inventory counters; email regarding extension of closing date;	0.30
Tues	08/31/2021	Email exchanges regarding repair to exterior window; after vandalism;	0.25

## Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
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## Time Detail by File &amp; Employee ARA

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## File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmasave (AABLES-R:)

Day	Date	Memo	B-Hrs
<b>Philip H. Gennis (PGE)</b>			
Wed	09/01/2021	Responding to LL request for repairs to exterior window potentially causing a danger to the public;	0.25
Tues	09/07/2021	Receipt and Review of closing documents; telephone discussion with Alex Peng (Landlord's Agent) regarding payment of all arrears prior to releasing the Lease Assignment Documents;	1.25
Thur	09/09/2021	Receipt and review of Purchaser's closing documents; review of complete set of closing documents;Email exchange with property manager regarding repairs to exterior window;review and execution of undertaking to Landlord to pay all pre-receivership arrears upon closing;Review of draft Statement of Adjustments; receipt of consent to lease assignment executed by Purchaser; revise Statement of Adjustments to reflect accurate security deposits and rent adjustments;execution of HST Election; email exchange and telephone discussion with Landlord regarding Lease Assignments; reaching agreement upon our undertaking to pay all arrears immediately upon closing;arranging for execution of Assignments in escrow pending closing; review of revised SOA; lengthy telephone discussion with Purchaser representative advising that they would not be closing transaction; negotiating resolution of payment for arrears through a conditional undertaking to pay upon closing;internal email recounting Purchaser's attendance at premises to oversee operations prior to closing;	2.50
Fri	09/10/2021	t/c with Ben Wyett at CWB Maxium; telephone discussion with FK regarding ODB issues; t/c with Counsel in this regard; receipt and review of inventory count from September 9th; on-going dealings with Counsel regarding purchaser's refusal to close including multiple emails and telephone discussions; preparation for tender; ; confirmation of cash float ; continued discussions with Purchaser aimed at closing of sale;review of final draft SOA; receipt and response to email from ppty manager regarding repair to exterior window; email to Rod Randall in regards to purchasers refusal to close;review of draft email from Counsel for Receiver to Counsel for Purchaser; responding email to Receiver's Counsel; approval of final SOA;;further efforts aimed at completion of sale, including email expressing willingness to extend for a two week period to enable Purchaser to replace DM;; email from Receiver's Counsel forwarding executed closing documents;receipt of final email from Receiver's Counsel to Counsel for Purchaser 4requesting final confirmation of an intention to close;	3.25
Sat	09/11/2021	Review draft email to OCP and Providers regarding failure of transaction to close on the 10th; email to Counsel regarding failure of transaction;	0.25
Mon	09/13/2021	Lengthy telephone discussion with Maged Bebawy regarding aftermath of the failure of the transction to close; email exchange and telephone discussion with Landlord regarding failure of transaction to close; multiple emails regarding failure of the transaction to close; telephone discussion with Counsel for Purchaser of Pharmacy; internal email regarding repair to window;	1.25
Tues	09/14/2021	Conference call with Rod Randall regarding Purchaser's refusal to close;	0.50
Thur	09/16/2021	Receipt and review of lengthy email from Receiver's Counsel to Counsel for Purchaser regarding failure to close and Receiver's proposed course of action;	0.50



## Filters Used:

- Time Entry Date: 7/01/21 to 10/27/21
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## Time Detail by File &amp; Employee ARA

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**File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)**

Day	Date	Memo	B-Hrs
<b>Philip H. Gennis (PGE)</b>			
Fri	09/17/2021	Email from Purchaser confirming non-closure; email to broker requesting Listing Agreement; email from CWB regarding re-listing; email to Maged Bebawy enclosing revised sale documents and instructions for re-listing;	0.50
Mon	09/20/2021	Email exchange regarding repairs to exterior window; email exchange with CWB; email to Maged Bebawy requesting Listing Agreement;	0.25
Thur	09/23/2021	Email exchanges with manager regarding staffing issues in light of resignation of DM effective September 30th; telephone discussions with Realtor regarding re-listing pharmacy for sale;	0.50
Mon	09/27/2021	Email exchange regarding update regarding sourcing DM to take over October 1st and regarding repairs to exterior window frame;	0.25
Tues	09/28/2021	Internal email exchanges concerning staffing on a go-forward basis, including the necessity of replacing DM, who is leaving on September 30th;	0.50
Wed	09/29/2021	Review of new Listing Agreement; email exchange regarding DM and staffing issues; receipt of email confirming that DM was continuing to stay and had withdrawn his resignation; email exchange with Receiver's Counsel aimed at resurrecting sale to the Basilious Group; email to Maged Bebawy requesting delay in filing new Listing Agreement;	0.50
Thur	09/30/2021	Review of email from Counsel for Basilious Group listing conditions for reinstating approved transaction; email exchange with Counsel in this regard instructing a refusal to meet conditions;	0.50
Mon	10/04/2021	Email exchange with ppty manager regarding repair of exterior window frame;	0.25
Tues	10/12/2021	Email exchange and telephone discussion with Maged Bebawy regarding re-listing of pharmacy for sale; telephone discussion with Rod Randall regarding Bless Hui pharmacy;	0.50
Wed	10/13/2021	Telephone discussion with Daryl McLellan regarding potential purchasers for pharmacy; telephone discussion with Maged Bebawy regarding ReMax unwillingness to re-list; email exchange with Rod Randall regarding re-listing of pharmacy for sale;	0.50
Thur	10/14/2021	Email exchange and telephone discussion with Landlord; email to Receiver's Counsel requesting correspondence to ReMax outlining the circumstances surrounding the Purchaser's failure to close the sale transaction;	0.50
Fri	10/15/2021	Telephone discussion with Maged Bebawy regarding re-listing of pharmacy; email exchange with Counsel requesting letter directed to ReMax as requested by Broker; receipt and review of draft correspondence from Counsel to ReMax; receipt of email from Counsel to Broker;	0.75
Tues	10/19/2021	preliminary assembly of information for Third Report to Court;	0.75
Tues	10/19/2021	Receipt and review of Listing Agreements and transmittal for execution;	0.50
Wed	10/20/2021	Receipt and review of lengthy email from Maged Bebawy outlining additional information requested for Data Room;	0.25
Fri	10/22/2021	Preliminary drafting of Third Report to Court; receipt and review of signed NDAs	0.75
Mon	10/25/2021	Final drafting of Third Report and assembly of appendices; telephone discussion with Counsel	0.50
<b>Philip H. Gennis (PGE)</b>			<b>29.85</b>
<b>Susan Downey (SDW)</b>			
Mon	07/05/2021	Processing disbursements	0.50

## Filters Used:

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## Time Detail by File &amp; Employee ARA

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## File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
<b>Susan Downey (SDW)</b>			
Wed	07/07/2021	Processing receipts/disbursements	0.50
Fri	07/16/2021	Processing receipts and disbursements	0.50
Wed	07/21/2021	Processed disbursements	0.30
Mon	07/26/2021	Discussions/e-mails re: staff leaving.	0.20
Tues	07/27/2021	Processing receipts and disbursements including rent cheque and sending Pfizer recall notice to pharmacy	0.60
Thur	07/29/2021	Scanning docs to file	1.00
Fri	07/30/2021	Processing receipts and disbursements	0.20
Fri	08/06/2021	Processing receipts/ disbursements	0.80
Mon	08/16/2021	Review ODB audit	0.10
Thur	08/19/2021	Closing and inventory matters including receipts and disbursements	0.30
Mon	08/30/2021	Issue with provider change	0.30
Tues	08/31/2021	Processing disbursements	0.30
Wed	09/01/2021	Processing disbursements	0.50
Thur	09/02/2021	Response to e-mail from Lihn re: unknown visitors	0.20
Tues	09/07/2021	Rent shortfall issue and preparing cheque requisition for same.	0.20
Wed	09/08/2021	Processed disbursements	0.50
Thur	09/09/2021	Issues regarding rent amount/arrears and other closing tasks.	0.50
Sat	09/11/2021	Receipt of email from Lihn re: Green Shield and response to provider and Llnh	0.20
Tues	09/14/2021	Processed disbursements including replacing rent cheque	0.80
Wed	09/15/2021	Disbursements	0.30
Mon	09/20/2021	Communicating with Tal regarding DM position at pharmacy.	0.50
Tues	09/21/2021	Connect with TAL re: replacement DM	0.10
Mon	09/27/2021	Discussions with Tal and Jack Ng regarding replacement DM.	0.50
Thur	09/30/2021	Cheque requisitions	0.50
Tues	10/05/2021	Processing disbursements	0.50
Wed	10/06/2021	Processing disbursements	0.50
Thur	10/14/2021	Process disbursements	0.50
Wed	10/27/2021	Processing disbursements	0.30

Susan Downey (SDW) 12.20

Total for File ID AABLES-R: 153.10

Grand Total: 153.10

**This is Exhibit “4” of the Affidavit of  
MUKUL MANCHANDA**

**Sworn before me on this 2<sup>nd</sup> day of November, 2021**

  
**A Commissioner, Etc.**

Barbara Eileen Sturge, a Commissioner, etc.,  
Province of Ontario, for MSI Spergel Inc.  
and Spergel & Associates Inc.  
Expires September 21, 2022.





SPERGEL

September 21, 2021

Invoice #: 12169

Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy

## Invoice

RE: Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	8.85	\$525.00	\$4,646.25
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.30	525.00	157.50
Alan Spergel, CPA, CA, FCIRP, CFE, LIT	0.20	525.00	105.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.40	375.00	150.00
Mukul Manchanda, CPA, CIRP, LIT	12.00	450.00	5,400.00
Claudia Jackman, 30	1.00	110.00	110.00
Paula Amaral	22.20	290.00	6,438.00
Others	20.50	225.00	4,612.50

Total Professional fees	65.45	\$330.32	\$21,619.25
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<b>Courtesy Discount</b>			<b>(2,521.00)</b>
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Reimbursable Expenses

Courier	\$44.56
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Total Reimbursable expenses	\$44.56
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HST	\$2,488.57
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<b>Total</b>	<b>\$21,631.38</b>
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HST Registration #R825172935

(AAMEDI-R)

msi Spergel inc. Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

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Filters Used:

- Time Entry Date: 7/01/21 to 8/31/21
- File ID: AAMEDIR- to AAMEDIR-

## Time Detail by File & Employee ARA

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### File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDIR-)

Day	Date	Memo	B-Hrs
<b>Alan Spergel (ASP)</b>			
Thur	07/29/2021	Review + sign cheques (2)	0.20
<b>Alan Spergel (ASP)</b>			<b>0.20</b>
<b>Claudia Jackman (CJA)</b>			
Thur	07/08/2021	Posting of deposits and cheque receipts	0.50
Tues	08/24/2021	posting of cheques	0.50
<b>Claudia Jackman (CJA)</b>			<b>1.00</b>
<b>Deborah Hornbostel (DHO)</b>			
Fri	07/16/2021	Review and approve disbursements	0.20
Fri	08/13/2021	Review and approve disbursement	0.10
<b>Deborah Hornbostel (DHO)</b>			<b>0.30</b>
<b>Frieda Kanaris (FKA)</b>			
Fri	07/16/2021	Travel to pharmacy to deliver paycheques and pick-up cash for deposit.	1.00
Tues	07/20/2021	Count cash and prepare deposit form.	0.40
Tues	08/03/2021	Travel to pharmacy, deliver payroll cheques and pick up cash.	0.90
Fri	08/13/2021	General	0.80
Tues	08/31/2021	Site visit to deliver payroll cheques and pick-up cash.	0.90
<b>Frieda Kanaris (FKA)</b>			<b>4.00</b>
<b>Gillian Goldblatt (GGO)</b>			
Mon	08/09/2021	review and approve disbursement.	0.10
Wed	08/11/2021	review and approve disbursements.	0.30
<b>Gillian Goldblatt (GGO)</b>			<b>0.40</b>
<b>Haran Sivanathan (HSI)</b>			
Tues	07/20/2021	Bank reconciliation/Posting cheques/Deposit	0.20
Tues	07/27/2021	Bank reconciliation/Posting cheques/Deposit	0.90
Thur	07/29/2021	Bank reconciliation/Posting cheques/Deposit	0.40
Tues	08/10/2021	Bank reconciliation/Posting cheques/Deposit	1.20
<b>Haran Sivanathan (HSI)</b>			<b>2.70</b>
<b>Inga Friptuleac (IFR)</b>			
Tues	07/13/2021	Issue cheques; Deposit, Postings	1.40
Mon	07/19/2021	Issue cheques, postings	0.40
Tues	07/27/2021	Deposit; Postings; Issue cheques	1.60
Tues	08/03/2021	Deposit	0.20
Mon	08/09/2021	Issue cheques, postings	2.00
Mon	08/23/2021	Deposit; Issue cheques, postings	1.00
Mon	08/30/2021	Posting	0.10
<b>Inga Friptuleac (IFR)</b>			<b>6.70</b>
<b>Jeff Adiken (JAD)</b>			
Wed	07/28/2021	Sign cheques	0.50
Mon	08/30/2021	August 27, 2021 - Sign cheques .1 August 31, 2021 - Sign cheques .1	0.20
Mon	08/30/2021	August 27, 2021 - Sign cheques	0.30
<b>Jeff Adiken (JAD)</b>			<b>1.00</b>
<b>Mukul Manchanda (MMA)</b>			

Filters Used:

- Time Entry Date: 7/01/21 to 8/31/21
- File ID: AAMEDIR- to AAMEDIR-

## Time Detail by File & Employee ARA

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### File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDIR-)

Day	Date	Memo	B-Hrs
<b>Mukul Manchanda (MMA)</b>			
Fri	07/02/2021	Email exchanges with counsel regarding closing of the transaction and waiving of all conditions.	0.20
Mon	07/05/2021	Receipt and review of banking entries and discrepancies regarding same. Discussion with banking department regarding same. Email exchanges with P. Gennis regarding floor plan of the pharmacies. Uploaded same to the data room.	0.70
Tues	07/06/2021	Receipt and review of an email from R. Lailani containing the McKesson invoices.	0.20
Fri	07/09/2021	Dealt with management of cash and provided instructions regarding same to the staff. Review of the cash flow and the bank balance. Review of email exchanges with McKesson regarding changing the PAP dates to semi monthly.	0.20
Mon	07/12/2021	Receipt, review and approve payroll and payables.	0.50
Tues	07/13/2021	Receipt and review of invoices and debit advise from McKesson.	0.20
Thur	07/15/2021	Receipt and review of an email from P. Amaral providing bank balance in the trust account. Preparation of cash flow and instructions to P. Amaral regarding movement of funds.	0.10
Fri	07/16/2021	Receipt, review and approve disbursements.	0.10
Tues	07/20/2021	Receipt, review and approve payables. Receipt and review of an email from L. Reyes containing copies of McKesson invoices and debit advice.	0.40
Wed	07/21/2021	Receipt, review and approve payables.	0.10
Tues	07/27/2021	Receipt, review and approve payroll. Receipt, review and approve payables.	0.40
Thur	07/29/2021	Receipt review and approve payables.	0.10
Sat	07/31/2021	Review of email exchanges with B. Bissell regarding security opinions.	0.10
Sun	08/01/2021	Review of email exchanges regarding preparation of summary of NDAs and offers. Instructions to P. Amaral regarding same. Review of email exchanges with R. Tekriwal regarding closing of the transaction.	0.20
Mon	08/02/2021	Review of the file in advance of drafting the second report. Receipt and review of the draft report from P. Gennis. Provided comments regarding same and prepared certain appendices. Review of email exchanges with the landlord regarding rent arrears.	1.80
Tues	08/03/2021	Receipt and review of an email from L. Reyes containing the McKesson invoices. Discussion with P. Gennis regarding the report. Further revisions to the report. Prepared appendices to the report including Fee Affidavit, NDAs and Offer Summary and SRDs. Review of multiple documents in preparation of the appendices.	1.20
Wed	08/04/2021	Prepare and swear fee affidavit along with exhibits. Receipt, review and provided comments regarding notice of motion and orders.	0.30
Fri	08/06/2021	Receipt, review and provided comments regarding the factum.	0.10
Mon	08/09/2021	Receipt and review of the factum. Sent an email to J. Turgeon providing comments.	0.20
Tues	08/10/2021	Receipt, review and approve payroll. Lengthy telephone discussion with BMO regarding release of funds.	0.80
Wed	08/11/2021	Receipt, review and approve payables.	0.20
Fri	08/13/2021	Review of email exchanges with BMO regarding transfer of funds. Discussion with P. Amaral regarding cash flow. Review of email exchanges between B. Bissell and Rajni regarding the approval order and closing of the transaction.	0.50
Tues	08/17/2021	Review of email exchanges with counsel of the purchaser regarding multiple closing issues. Lengthy telephone discussion with Haroon regarding operational issues.	0.90



Filters Used:

- Time Entry Date: 7/01/21 to 8/31/21
- File ID: AAMEDIR- to AAMEDIR-

## Time Detail by File & Employee ARA

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### File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDIR-)

Day	Date	Memo	B-Hrs
<b>Mukul Manchanda (MMA)</b>			
Wed	08/18/2021	Receipt and review of an email from McKesson containing invoices. Email exchanges with Claimsecure regarding change of account and outstanding deposits.	0.50
Tues	08/24/2021	Receipt and review of an email from McKesson containing invoices and debit advice. Review of email exchanges between counsel regarding lease assignment and issues surrounding same.	0.50
Wed	08/25/2021	Receipt, review and approve payroll. Receipt, review and approve payables.	0.50
Thur	08/26/2021	Review of cash flow and discussion regarding cash management.	0.30
Fri	08/27/2021	Review of email exchanges regarding extension of closing and finalizing lease assignment.	0.20
Mon	08/30/2021	Receipt, review and approve payables.	0.20
Tues	08/31/2021	Receipt and review of an email from McKesson containing invoices and debit advice.	0.30
<b>Mukul Manchanda (MMA)</b>			<b>12.00</b>
<b>Paula Amaral (PAM)</b>			
Fri	07/02/2021	Review transactions on bank statements, prepare requisitions for deposits and payments made via EFT.	0.90
Mon	07/05/2021	Review bank statements and prepare requisitions for deposits and payments.	1.00
Tues	07/06/2021	Review bank statements and reconcile with Ascend and prepare financial analysis to determine status of bank accounts. Review WSIB accounts and current balances. Assist with monthly bank reconciliation.	0.70
Wed	07/07/2021	Receipt and printing of payroll timesheets and invoices. Preparation of pay statements for employees	1.20
Mon	07/12/2021	Review of payroll and invoices with Mukul. Preparation of payroll to be distributed.	0.50
Tues	07/13/2021	Prepare requisitions for deposits and payments on bank statements. Assist with bank reconciliation.	1.00
Tues	07/20/2021	Request payroll information from employees and contractors. Prepare requisitions for debit and credit entries in bank statements.	1.00
Wed	07/21/2021	Prepare cash flow analysis including reconciling bank statement with Ascend to determine outstanding cheques and review anticipated sales and expenses.	0.30
Mon	07/26/2021	Receive payroll information and invoices, prepare pay statements and pay schedule for employees.	1.00
Tues	07/27/2021	Prepare requisitions for payroll and payables and review with Mukul. Prepare requisitions for debit and credit entries in bank statements.	1.00
Wed	07/28/2021	Receive signed cheques fro payroll and payables and prepare for delivery. Prepare weekly cash flow analysis.	0.60
Thur	07/29/2021	Review WSIB Statements and file premium for April-June. Prepare requisition for payment.	0.40
Fri	07/30/2021	Assembling of documentation for response to request for information for HST examination. Email documents and response to auditor. Review cash balances, update spreadsheet and prepare requisitions for transfer. Preparation of requisition for debit and credit transactions in bank statements for entry into Ascend.	1.30

Filters Used:

- Time Entry Date: 7/01/21 to 8/31/21
- File ID: AAMEDIR- to AAMEDIR-

## Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 4 of 6

### File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDIR-)

Day	Date	Memo	B-Hrs
<b>Paula Amaral (PAM)</b>			
Tues	08/03/2021	Create spreadsheet summarizing NDAs and offers received with details. Prepare Interim R&D report as at June 30, 2021 Assist with preparation of report including formatting documents and completing redactions.	1.60
Wed	08/04/2021	Assist with preparation of report including formatting documents, completing redactions and assembling documents. Preparation of requisitions for credit and debit transactions in bank account.	1.20
Thur	08/05/2021	Review commission statement for sale of pharmacy, confirm final sale price and origin of buyer. Review listing agreement for commission rate for related party as buyer. Email Phil with status.	0.30
Mon	08/09/2021	Receive and print payroll information.	1.10
Tues	08/10/2021	Review payroll requisitions with Mukul. Retrieve original bank account information to determine if sales receipts have been deposited to original accounts and need to be forwarded to post-receivership bank accounts.	0.60
Wed	08/11/2021	Review debit and credit transactions on bank statements and prepare requisitions for posting.	0.70
Fri	08/13/2021	Request Fillware report since beginning of receivership to cross reference with bank accounts and determine which funds are not being deposited. Email bank to request bank statements of pre receivership accounts from Dec 1 to present day.	0.10
Mon	08/16/2021	Coordinate time for final inventory.	0.10
Tues	08/17/2021	General	0.80
Wed	08/18/2021	Prepare termination letter for employee and send to Phil and Mukul for review. Receive POS reports and organize to file HST returns. Discussions with Insurance Providers	1.00
Thur	08/19/2021	Review bank transactions and prepare requisitions for debits and credits for entry into accounting system	1.00
Mon	08/23/2021	Prepare summary of inventory counts and closing dates and circulate to team Receive and print payroll time sheets and invoices.	0.20
Tues	08/24/2021	Review payroll hours, calculate source deductions and prepare payroll statements and requisitions.	0.70
Wed	08/25/2021	Review invoices and prepare requisitions. Review payroll and payables requisitions with Mukul	0.80
Thur	08/26/2021	Prepare cash projection. Discussion with McKesson regarding final amounts owing.	0.40
Mon	08/30/2021	Receive signed payroll and payable cheques, review and prepare for distribution.	0.30
Tues	08/31/2021	Assist with bank reconciliation.	0.40
<b>Paula Amaral (PAM)</b>			<b>22.20</b>
<b>Philip H. Gennis (PGE)</b>			
Fri	07/02/2021	email to Counsel requesting status update on fulfillment of conditions on current APS; receipt of email from Counsel for Purchaser confirming waiver of all conditions;	0.10
Sun	07/04/2021	Receipt and review of engineering floor plan; and transmittal to Purchaser;;	0.20
Thur	07/08/2021	Email exchange with Counsel for Purchaser confirming contact information for Landlord and confirming waiver of all conditions;	0.25

Filters Used:

- Time Entry Date: 7/01/21 to 8/31/21
- File ID: AAMEDIR- to AAMEDIR-

## Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 5 of 6

### File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDIR-)

Day	Date	Memo	B-Hrs
<b>Philip H. Gennis (PGE)</b>			
Thur	07/22/2021	Telephone discussion with Purchaser regarding estimated date for Court approval and process to closing.	0.25
Sat	07/31/2021	Email to Counsel for Purchaser regarding proposed Assignee of Noorwala offer; draft of second report to Court on sale approval motion;	2.50
Mon	08/02/2021	Email exchange with Landlord confirming LMR on deposit as required for adjustments on sale of the pharmacy; email to Counsel for Purchaser confirming Assignee's full corporate name;	0.25
Tues	08/03/2021	Revisions to Second Report prior to transmittal to Counsel for review and comments; email exchange with Landlord regarding LMR/Security Deposit; email exchange with Counsel for Purchaser regarding proper name of Assignee; receipt and review of draft AVO; review of NOM;	0.75
Sat	08/07/2021	Review of Factum;	0.30
Mon	08/09/2021	Email exchange with BMO legal regarding release and wire transfer of funds on deposit in old accounts.	0.25
Thur	08/12/2021	Attend sale approval motion before Justice Patillo	0.20
Fri	08/13/2021	Email exchange with Counsel for Purchaser regarding results of approval motion held August 12th; receipt and review of email from Receiver's Counsel to Counsel for Purchaser; email exchange with Receiver's Counsel regarding extending closing date beyond that provided in APS;	0.40
Mon	08/16/2021	Follow up telephone discussion with LL regarding lease assignment;	0.50
Tues	08/17/2021	Email exchange and telephone discussion with Inventory Solutions regarding impending count in advance of closing; email exchange with Counsel for Purchaser regarding staff that Purchaser may wish to retain once terminated by the Receiver on closing;	0.20
Thur	08/19/2021	Telephone discussion with Debbie Smith Controller for Kohl & Frisch	0.25
Mon	08/23/2021	Email exchange regarding replacement of scale and polishing the floor in the pharmacy; review of closing agenda; receipt and review of email exchange between Counsel for Receiver and Counsel for Purchaser;	0.20
Tues	08/24/2021	Follow up telephone discussion with LL regarding lease assignment; email to Counsel for Receiver regarding possible delay in closing due to delays in getting lease assignment; confirming contact with LL by Purchaser;	0.50
Thur	08/26/2021	Telephone discussion with Landlord;	0.50
Fri	08/27/2021	Email exchange and telephone discussion with Landlord's Agent; email to Counsel regarding extending closing due to delays by Landlord; email exchange with Counsel for Landlord transmitting copies of court orders;	0.50
Sun	08/29/2021	Email to Counsel for Landlord regarding Assignment of Lease; receipt and review of closing agenda prepared by Receiver's Counsel;	0.25
Tues	08/31/2021	Receipt and review of Lease Assignment Agreement from Counsel for Landlord;	0.50
<b>Philip H. Gennis (PGE)</b>			<b>8.85</b>
<b>Susan Downey (SDW)</b>			
Wed	07/07/2021	Issue with scanner and discussions/e-mails with Ahsan, DeCosta and Fillware	0.50
Thur	07/08/2021	Arranging with Fillware for upgrade to new POS printer and direction to Alectra re: billings	0.70
Tues	07/13/2021	Processing disbursements	0.20
Fri	07/16/2021	Processing disbursements and direction to Fillware re: installation of new printer	0.20



Filters Used:

- Time Entry Date: 7/01/21 to 8/31/21
- File ID: AAMEDI-R: to AAMEDI-R:

## Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 6 of 6

**File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDI-R:)**

Day	Date	Memo	B-Hrs
<b>Susan Downey (SDW)</b>			
Mon	07/19/2021	Discussion/e-mail with Rogers re: account	0.50
Wed	07/21/2021	Processed disbursements	0.30
Wed	07/21/2021	Processed disbursements	0.30
Tues	07/27/2021	Processing disbursements including Rent Cheque and sending Pfizer recall notice to pharmacy	0.60
Thur	07/29/2021	Scanning docs to file	0.20
Fri	07/30/2021	Discussion and e-mail with Haroon re: ODB audit and findings and investigation into Express Scripts direct deposits. Processing receipts and disbursements	0.70
Tues	08/03/2021	General	0.10
Fri	08/06/2021	Processing disbursements	0.50
Mon	08/09/2021	Dealing with alarm trigger at pharmacy	0.50
Tues	08/10/2021	Completed form for bank wire and sent to BMO	0.20
Thur	08/19/2021	Closing and inventory matters including receipts and disbursements	0.30
Thur	08/26/2021	E-mails and discussion with Ahsan and Haroon re: closing	0.20
Tues	08/31/2021	Processing disbursements	0.30
<b>Susan Downey (SDW)</b>			<b>6.30</b>
<b>Total for File ID AAMEDI-R:</b>			<b>65.65</b>
<b>Grand Total:</b>			<b>65.65</b>



October 19, 2021

Invoice #: 12177

Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy

## Invoice

RE: Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	5.75	\$525.00	\$3,018.75
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.30	375.00	112.50
Mukul Manchanda, CPA, CIRP, LIT	5.70	450.00	2,565.00
Eileen Sturge	0.50	250.00	125.00
Paula Amaral	6.50	290.00	1,885.00
Others	16.80	225.00	3,780.00
Total Professional fees	35.55	\$323.10	\$11,486.25
<b>Courtesy Discount</b>			<b>(1560.50)</b>
HST			1,290.35
<b>Total</b>			<b>\$11,216.10</b>

HST Registration #R825172935

(AAMEDI-R)

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Filters Used:

- Time Entry Date: 9/01/21 to 9/30/21
- File ID: AAMEDIR- to AAMEDIR-

## Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 1 of 3

### File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDIR-)

Day	Date	Memo	B-Hrs
<b>Eileen Sturge (EST)</b>			
Mon	09/20/2021	Admin on file	0.50
<b>Eileen Sturge (EST)</b>			<b>0.50</b>
<b>Frieda Kanaris (FKA)</b>			
Thur	09/02/2021	Prepare deposit form for cash sales and cheques.	0.40
Wed	09/15/2021	On site attendance to deliver payroll cheques and pick up mail.	0.80
<b>Frieda Kanaris (FKA)</b>			<b>1.20</b>
<b>Gillian Goldblatt (GGO)</b>			
Tues	09/28/2021	review and approve disbursements.	0.30
<b>Gillian Goldblatt (GGO)</b>			<b>0.30</b>
<b>Haran Sivanathan (HSI)</b>			
Wed	09/15/2021	Bank reconciliation/Posting cheques/Deposit	0.40
<b>Haran Sivanathan (HSI)</b>			<b>0.40</b>
<b>Inga Friptuleac (IFR)</b>			
Tues	09/07/2021	Deposit	0.20
Wed	09/15/2021	Issue cheques, Deposit, Postings	2.10
Mon	09/20/2021	issue cheque	0.20
Mon	09/27/2021	Issue cheques, postings	0.20
<b>Inga Friptuleac (IFR)</b>			<b>2.70</b>
<b>Mukul Manchanda (MMA)</b>			
Wed	09/01/2021	Review of email exchanges with D. Epstein. Email exchanges with R. Moncur regarding statement of adjustment.	0.40
Tues	09/07/2021	Review of email exchanges with counsel of the landlord regarding lease assignment. Receipt and review of an email from R. Tekriwala containing the requisition letter. Discussion regarding same with B. Bissell and P. Gennis. Review of email exchanges between B. Bissell and R. Tekriwala regarding lease assignment. Review of email exchanges between B. Bissell and A. Iqbal regarding CWB registrations not expunged by the Vesting Order. Receipt and review of an email from R. Moncur containing the draft statement of adjustment. Receipt and review of an email from J. Turgeon containing finalized closing documents. Email exchanges regarding payment of September rent.	1.80



Filters Used:

- Time Entry Date: 9/01/21 to 9/30/21
- File ID: AAMEDIR- to AAMEDIR-

## Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 2 of 3

### File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDIR-)

Day	Date	Memo	B-Hrs
<b>Mukul Manchanda (MMA)</b>			
Wed	09/08/2021	Receipt and review of an email from McKesson containing invoices and debit advice. Review of email exchanges between R. Tekriwala and B. Bissell, A. Iqbal and B. Bissell regarding an undertaking for removal of CWB registrations post closing. Receipt, review and sign the lease assignment. Prepare executed copies of the closing documents and emailed same to R. Moncur. Receipt and review of inventory count results. Email exchanges with the landlord regarding September's rent cheque. Receipt confirmation that the September rent has been paid by the purchaser. Revised the statement of adjustment accordingly and emailed same to R. Moncur. Receipt, review and approve Fillware invoice. Telephone call from Haroon regarding the lease assignment. Telephone call with B. Bissell regarding same and advised that the receiver is not going to engage in negotiations of extension of lease period. Email exchanges with B. Bissell regarding same. Review of email exchanges between R. Tekriwala and B. Bissell regarding lease assignment and extension of lease period requested by Haroon. Review of email exchanges between B. Bissell and A. Iqbal regarding undertaking to remove CWB registrations not covered by the vesting order.	1.70
Thur	09/09/2021	Review of email exchanges between counsels regarding execution of lease assignment. Receipt and review of an email from J. Williamson containing the fully executed lease. Receipt, review and sign the HST election form. Email exchanges with counsel regarding receipt of closing funds.	0.40
Fri	09/10/2021	Review of multiple email exchanges between B. Bissell and R. Tekriwala regarding post closing matters.	0.30
Tues	09/14/2021	Receipt, review and approve payables.	0.30
Wed	09/15/2021	Receipt, review of the invoices, credit notes and debit advice from McKesson. Receipt review and approve disbursements.	0.30
Thur	09/16/2021	Receipt and review of an email from J. Turgeon containing the final closing documents.	0.20
Mon	09/20/2021	Receipt, review and approve disbursement.	0.10
Thur	09/23/2021	General	0.10
Mon	09/27/2021	Receipt, review and approve payables.	0.10
<b>Mukul Manchanda (MMA)</b>			<b>5.70</b>
<b>Paula Amaral (PAM)</b>			
Fri	09/03/2021	Review bank statements and prepare debit and credit requisitions for entry.	1.00
Mon	09/13/2021	Receive payroll information and invoices, review, calculate payroll payable amount and prepare requisitions.	1.00
Tues	09/14/2021	Review payroll and supplier requisitions with Mukul and prepare payments for delivery.	1.00
Thur	09/16/2021	Review bank transactions and prepare requisitions for credit card deposits, insurance provider deposits, direct payments and fees.	1.00
Thur	09/23/2021	Prepare ROEs	1.50
Wed	09/29/2021	Prepare requisitions for debits and credits on bank statements and post to Q drive.	1.00
<b>Paula Amaral (PAM)</b>			<b>6.50</b>
<b>Philip H. Gennis (PGE)</b>			
Wed	09/01/2021	Email exchange with David Epstein, Counsel for Landlord confirming payment of rent for September and providing copy of Vesting Order; review of final draft Assignment Agreement; email to Counsel with items for SOA;	1.25

Filters Used:

- Time Entry Date: 9/01/21 to 9/30/21
- File ID: AAMEDIR- to AAMEDIR-

Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 3 of 3

**File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDIR-)**

Day	Date	Memo	B-Hrs
<b>Philip H. Gennis (PGE)</b>			
Mon	09/06/2021	Email exchanges with staff in an effort to coordinate closing of pharmacy sale;	0.50
Tues	09/07/2021	Email exchange with Counsel regarding closing; receipt and review of Requisition Letter from Counsel for Purchaser; email exchange regarding Lease Assignment; multiple emails between Counsel related to closing as scheduled; receipt and review of email from Receiver's Counsel to Counsel for Purchaser; review of Statement of Adjustments; final review of closing documents; transmittal of lease assignment; receipt and review of email from Counsel for Purchaser; dealing with logistics around closing;	1.25
Wed	09/08/2021	Receipt and review of inventory report and transmittal to Counsel for inclusion on final draft Statement of Adjustments; email exchange with both Counsel regarding Lease Assignment and the fact that such did not contain further options that Purchaser should have negotiated with Landlord; receipt and review of copy of email from Receiver's Counsel to Counsel for CWB; multiple emails related to closing and remaining issues to be resolved;	1.50
Thur	09/09/2021	Email exchange with Counsel for Purchaser regarding lease assignment; telephone discussion with Counsel for Landlord; requesting and obtain fully executed Lease Assignment and transmittal of same to Counsel for the Purchaser; execution of HST Election; final efforts to ensure closing of sale;	0.75
Fri	09/10/2021	Emails to and from Counsel involved regarding closing proceeds and issues related to direct deposit made by Counsel for Purchaser; email to McKesson confirming closing; email to OCP confirming closing;	0.50
<b>Philip H. Gennis (PGE)</b>			<b>5.75</b>
<b>Susan Downey (SDW)</b>			
Tues	09/07/2021	Prep for and Attend site for inventory count. Prepare termination letters. E-mails/calls re: closing matters.	8.00
Wed	09/08/2021	Prepared documents with respect to closing, Alarm, Rogers. Processed disbursements. Processed cash receipts from last night.	1.00
Fri	09/10/2021	Closing tasks	0.50
Mon	09/13/2021	Delivered keys and collected Moneris machine. Returned machine. Dealt with closing tasks and processed disbursements.	2.00
Tues	09/14/2021	Closing matters and disbursements	0.50
Wed	09/15/2021	Disbursements	0.30
<b>Susan Downey (SDW)</b>			<b>12.30</b>
<b>Total for File ID AAMEDIR-:</b>			<b>35.35</b>
<b>Grand Total:</b>			<b>35.35</b>



November 02, 2021

Invoice #: 12208

Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy

## Invoice

RE: Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	1.75	\$525.00	\$918.75
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.40	375.00	150.00
Mukul Manchanda, CPA, CIRP, LIT	2.00	450.00	900.00
Eileen Sturge	1.00	250.00	250.00
Paula Amaral	1.90	290.00	551.00
Others	4.00	225.00	900.00
Total Professional fees	11.05	\$332.10	\$3,669.75
Courtesy Discount			(445.00)
HST			419.22
<b>Total</b>			<b>\$3,643.97</b>

HST Registration #R825172935

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Filters Used:

- Time Entry Date: 10/01/21 to 10/27/21
- File ID: AAMEDIR- to AAMEDIR-

## Time Detail by File &amp; Employee ARA

Printed on: 11/02/21

Page 1 of 2

**File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDIR-)**

Day	Date	Memo	B-Hrs
<b>Eileen Sturge (EST)</b>			
Mon	10/18/2021	Admin on file	0.50
Tues	10/19/2021	Admin on file	0.50
<b>Eileen Sturge (EST)</b>			<b>1.00</b>
<b>Frieda Kanaris (FKA)</b>			
Fri	10/22/2021	Prepare SRD.	0.30
Mon	10/25/2021	Work on schedule for Affidavit of fees for Court report.	0.40
<b>Frieda Kanaris (FKA)</b>			<b>0.70</b>
<b>Gillian Goldblatt (GGO)</b>			
Thur	10/07/2021	review and sign disbursement.	0.10
Tues	10/19/2021	review and approve disbursement.	0.10
Wed	10/20/2021	review and approve disbursement.	0.10
Wed	10/27/2021	review and approve disbursement.	0.10
<b>Gillian Goldblatt (GGO)</b>			<b>0.40</b>
<b>Inga Friptuleac (IFR)</b>			
Tues	10/05/2021	Issue cheques ; postings	1.20
Mon	10/18/2021	Deposit	0.20
Mon	10/25/2021	Issues cheques, Postings	0.50
<b>Inga Friptuleac (IFR)</b>			<b>1.90</b>
<b>Mukul Manchanda (MMA)</b>			
Tues	10/05/2021	Receipt, review and approve disbursements.	0.10
Tues	10/12/2021	Receipt and review of an email from McKesson containing credits, invoices and debit advice.	0.10
Fri	10/15/2021	Receipt, review and approve payables.	0.10
Mon	10/18/2021	Receipt, review and approve disbursements.	0.20
Tues	10/19/2021	Receipt review and approve disbursements.	0.20
Wed	10/20/2021	Receipt, review and approve disbursements.	0.10
Mon	10/25/2021	Receipt and review of payout statement from CWB.	0.20
Wed	10/27/2021	Review of the file in advance of reviewing and drafting the report.	1.00
<b>Mukul Manchanda (MMA)</b>			<b>2.00</b>
<b>Paula Amaral (PAM)</b>			
Mon	10/04/2021	File outstanding HST returns	1.00
Tues	10/05/2021	Prepare debit and credit requisitions for posting as per bank transactions.	0.60
Tues	10/26/2021	Contact CRA and request balances on RT0001 and RP0001 accounts and list of outstanding returns. Prepare spreadsheet summarizing information.	0.30
<b>Paula Amaral (PAM)</b>			<b>1.90</b>
<b>Philip H. Gennis (PGE)</b>			
Mon	10/18/2021	preliminary assembly of information for Third Report to Court;	0.50
Tues	10/19/2021	Email exchange with McKesson regarding payout of PMSI priority claims;	0.50
Mon	10/25/2021	Emails to McKesson and Kohl&Frisch requesting written confirmation of PMSI Claims; email to CWB requesting payout statements on closed estates;Final drafting of Third Report and assembly of appendices; telephone discussion with Counsel; review SRD and proposed payout;	0.75
<b>Philip H. Gennis (PGE)</b>			<b>1.75</b>

Filters Used:

- Time Entry Date: 10/01/21 to 10/27/21
- File ID: AAMEDI-R: to AAMEDI-R:

## Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 2 of 2

**File Name (ID):** Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDI-R:)

Day	Date	Memo	B-Hrs
<b>Susan Downey (SDW)</b>			
Fri	10/01/2021	Call with Ahsan re: Alectra	0.10
Tues	10/05/2021	Processing disbursements	0.50
Wed	10/06/2021	Processing disbursements	0.50
Wed	10/27/2021	Processing disbursements	0.30
<b>Susan Downey (SDW)</b>			<b>1.40</b>
<b>Total for File ID AAMEDI-R:</b>			<b>11.05</b>
<b>Grand Total:</b>			<b>11.05</b>

**This is Exhibit “5” of the Affidavit of  
MUKUL MANCHANDA**

**Sworn before me on this 2<sup>nd</sup> day of November, 2021**

  
**A Commissioner, Etc.**

Barbara Eileen Sturge, a Commissioner, etc.,  
Province of Ontario, for msi Spergel inc.  
and Spergel & Associates inc.  
Expires September 21, 2022





September 21, 2021

Invoice #: 12170

River Hill Pharmacy Inc. o/a River Hill Pharmacy

## Invoice

**RE: River Hill Pharmacy Inc.**

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	7.85	\$525.00	\$4,121.25
Alan Spergel, CPA, CA, FCIRP, CFE, LIT	0.10	525.00	52.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	1.00	375.00	375.00
Mukul Manchanda, CPA, CIRP, LIT	10.20	450.00	4,590.00
Paula Amaral	21.30	290.00	6,177.00
Others	21.80	225.00	4,905.00
Total Professional fees	62.25	\$324.83	\$20,220.75
<b>Courtesy Discount</b>			<b>(2,323.00)</b>
Reimbursable Expenses			
Courier			\$22.30
Total Reimbursable expenses			\$22.30
HST			\$2,329.61
<b>Total</b>			<b>\$20,249.66</b>

HST Registration #R825172935

**(AARIVE-R)**

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Filters Used:

- Time Entry Date: 7/01/21 to 8/31/21
- File ID: AARIVE-R: to AARIVE-R:

## Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 1 of 6

### File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
<b>Alan Spergel (ASP)</b>			
Thur	07/29/2021	Review + sign cheque/s	0.10
<b>Alan Spergel (ASP)</b>			<b>0.10</b>
<b>Frieda Kanaris (FKA)</b>			
Fri	07/16/2021	Travel to pharmacy to deliver paycheques and pick-up cash for deposit.	1.00
Tues	07/20/2021	Count cash and prepare deposit form.	0.50
Tues	08/03/2021	Travel to pharmacy, deliver payroll cheques and pick up cash.	0.90
Thur	08/12/2021	On site visit to deliver payroll cheques.	0.80
Wed	08/25/2021	Attend at pharmacy to meet and oversee site visit by purchasers.	2.50
<b>Frieda Kanaris (FKA)</b>			<b>5.70</b>
<b>Gillian Goldblatt (GGO)</b>			
Mon	07/12/2021	review and approve disbursement.	0.10
Tues	07/13/2021	review and approve disbursements.	0.30
Tues	07/20/2021	review and approve disbursements.	0.20
Wed	07/21/2021	review and approve disbursement.	0.10
Wed	08/11/2021	review and approve disbursements.	0.30
<b>Gillian Goldblatt (GGO)</b>			<b>1.00</b>
<b>Hinna Shaikh (HSH)</b>			
Tues	08/10/2021	updated site	0.00
Wed	08/11/2021	updated site	0.20
<b>Hinna Shaikh (HSH)</b>			<b>0.20</b>
<b>Haran Sivanathan (HSI)</b>			
Fri	07/02/2021	General	0.90
Wed	07/07/2021	General	0.90
Tues	07/20/2021	Bank reconciliation/Posting cheques/Deposit	0.20
Tues	07/27/2021	Bank reconciliation/Posting cheques/Deposit	0.80
Tues	08/10/2021	Bank reconciliation/Posting cheques/Deposit	1.20
<b>Haran Sivanathan (HSI)</b>			<b>4.00</b>
<b>Inga Friptuleac (IFR)</b>			
Mon	07/05/2021	Issue cheques ;Deposit	0.40
Mon	07/12/2021	Issue cheques; Deposit, Postings	1.50
Mon	07/19/2021	Issue cheques, postings	0.40
Tues	07/27/2021	Deposits; Postings	1.20
Tues	08/03/2021	Deposit	0.20
Mon	08/09/2021	Deposit; Issue cheque	0.40
Tues	08/24/2021	Deposit; Issue cheques, postings	1.20
Mon	08/30/2021	Posting	0.10
<b>Inga Friptuleac (IFR)</b>			<b>5.40</b>
<b>Jeff Adiken (JAD)</b>			
Wed	07/28/2021	Sign cheques	0.40
Mon	08/30/2021	August 27, 2021 - Sign cheques .3	0.40
		August 31, 2021 - Sign cheques .1	
<b>Jeff Adiken (JAD)</b>			<b>0.80</b>
<b>Mukul Manchanda (MMA)</b>			
Mon	07/05/2021	Email exchanges with P. Gennis regarding floor plan of the pharmacies. Uploaded same to the data room.	0.30

Filters Used:

- Time Entry Date: 7/01/21 to 8/31/21
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## Time Detail by File & Employee ARA

Printed on: 11/02/21

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### File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
<b>Mukul Manchanda (MMA)</b>			
Tues	07/06/2021	Email exchanges with R. Basilius regarding provider numbers. Receipt and review of an email from R. Lailani containing the McKesson invoices.	0.30
Fri	07/09/2021	Dealt with management of cash and provided instructions regarding same to the staff. Review of the cash flow and the bank balance. Review of email exchanges with McKesson regarding changing the PAP dates to semi monthly.	0.20
Sat	07/10/2021	Receipt and review of an email from S. Downey forwarding an email from R. Basilius requesting access to the pharmacy and the staff. Discussion with P. Gennis regarding same.	0.20
Mon	07/12/2021	Receipt, review and approve payroll and payables.	0.50
Tues	07/13/2021	Receipt and review of invoices and debit advise from McKesson.	0.20
Thur	07/15/2021	Receipt and review of an email from P. Amaral providing bank balance in the trust account. Preparation of cash flow and instructions to P. Amaral regarding movement of funds.	0.10
Fri	07/16/2021	Receipt, review and approve disbursements.	0.10
Tues	07/20/2021	Receipt, review and approve payables. Receipt and review of an email from L. Reyes containing copies of McKesson invoices and debit advice.	0.30
Wed	07/21/2021	Receipt, review and approve payables.	0.10
Mon	07/26/2021	Receipt, review and approve transfer of funds.	0.10
Tues	07/27/2021	Receipt, review and approve payroll. Receipt, review and approve payables.	0.40
Thur	07/29/2021	Receipt review and approve payables.	0.10
Sat	07/31/2021	Review of email exchanges with B. Bissell regarding security opinions.	0.10
Sun	08/01/2021	Review of email exchanges regarding preparation of summary of NDAs and offers. Instructions to P. Amaral regarding same.	0.10
Mon	08/02/2021	Review of the file in advance of drafting the second report. Receipt and review of the draft report from P. Gennis. Provided comments regarding same and prepared certain appendices. Review of email exchanges with the landlord regarding rent arrears.	1.80
Tues	08/03/2021	Receipt and review of an email from L. Reyes containing the McKesson invoices. Discussion with P. Gennis regarding the report. Further revisions to the report. Prepared appendices to the report including Fee Affidavit, NDAs and Offer Summary and SRDs. Review of multiple documents in preparation of the appendices.	1.20
Wed	08/04/2021	Prepare and swear fee affidavit along with exhibits. Receipt, review and provided comments regarding notice of motion and orders.	0.30
Fri	08/06/2021	Review of the audit results and the information requested by ODB regarding transfer of certain drugs. Receipt, review and provided comments regarding the factum.	0.50
Mon	08/09/2021	Receipt and review of the factum. Sent an email to J. Turgeon providing comments.	0.20
Tues	08/10/2021	Receipt, review and approve payroll.	0.50
Wed	08/11/2021	Receipt, review and approve payables.	0.10
Fri	08/13/2021	Review of email exchanges with BMO regarding transfer of funds.	0.10
Wed	08/18/2021	Receipt and review of an email from McKesson containing invoices. Email exchanges with Claimsecure regarding change of account and outstanding deposits.	0.50
Mon	08/23/2021	Review of email exchanges with G. Grubner regarding attendance at the pharmacy by his clients. Telephone discussion with B. Bissel and P. Gennis regarding the request.	0.30
Tues	08/24/2021	Email exchanges and telephone discussion with B. Bissell regarding request of potential purchaser to visit the pharmacy and attempt to insert new conditions to the APS.	0.20



## Filters Used:

- Time Entry Date: 7/01/21 to 8/31/21
- File ID: AARIVE-R: to AARIVE-R:

## Time Detail by File &amp; Employee ARA

Printed on: 11/02/21

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## File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
<b>Mukul Manchanda (MMA)</b>			
Wed	08/25/2021	Receipt, review and approve payroll. Receipt, review and approve payables. Email exchanges with counsel regarding attendance at the premises by the purchaser. Provided instructions to F. Kanaris regarding same.	0.70
Thur	08/26/2021	Receipt and review of the closing agenda from R. Moncur. Review of email exchanges with counsel regarding extension of closing. Email exchanges regarding changes to the closing documents.	0.20
Mon	08/30/2021	Receipt, review and approve payables.	0.20
Tues	08/31/2021	Receipt and review of an email from Mckesson containing invoices and debit advice.	0.30
<b>Mukul Manchanda (MMA)</b>			<b>10.20</b>
<b>Paula Amaral (PAM)</b>			
Fri	07/02/2021	Review transactions on bank statements, prepare requisitions for deposits and payments made via EFT.	0.80
Mon	07/05/2021	Review bank statements and prepare requisitions for deposits and payments.	1.00
Tues	07/06/2021	Review bank statements and reconcile with Ascend and prepare financial analysis to determine status of bank accounts. Review WSIB accounts and current balances. Assist with monthly bank reconciliation.	0.70
Wed	07/07/2021	Receipt and printing of payroll timesheets and invoices. Preparation of pay statements for employees	1.20
Mon	07/12/2021	Review of payroll and invoices with Mukul. Preparation of payroll to be distributed.	1.00
Tues	07/13/2021	Prepare requisitions for deposits and payments on bank statements. Assist with bank reconciliation.	1.00
Tues	07/20/2021	Request payroll information from employees and contractors. Request reports from pharmacy as requested by buyer, assemble reports once received and forward to Phil. Prepare requisitions for debit and credit entries in bank statements.	1.00
Thur	07/22/2021	Prepare cash flow analysis including reconciling bank statement with Ascend to determine outstanding cheques and review anticipated sales and expenses.	0.30
Mon	07/26/2021	Receive payroll information and invoices, prepare pay statements and pay schedule for employees.	1.00
Tues	07/27/2021	Prepare requisitions for payroll and payables and review with Mukul. Prepare requisitions for debit and credit entries in bank statements.	1.00
Wed	07/28/2021	Receive signed cheques fro payroll and payables and prepare for delivery. Prepare weekly cash flow analysis. Receive WSIB statement and confirm amount to pay.	0.60
Thur	07/29/2021	Review WSIB Statements and file premium for April-June. Prepare requisition for payment.	0.40
Fri	07/30/2021	Preparation of requisition for debit and credit transactions in bank statements for entry into Ascend.	0.70
Tues	08/03/2021	Create spreadsheet summarizing NDAs and offers received with details. Prepare Interim R&D report as at June 30, 2021 Assist with preparation of report including formatting documents and completing redactions.	1.60

Filters Used:

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## Time Detail by File & Employee ARA

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### File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
<b>Paula Amaral (PAM)</b>			
Wed	08/04/2021	Assist with preparation of report including formatting documents, completing redactions and assembling documents. Preparation of requisitions for credit and debit transactions in bank account.	1.20
Thur	08/05/2021	Review commission statement for sale of pharmacy, confirm final sale price and origin of buyer. Email Phil with status.	0.20
Tues	08/10/2021	Review payroll requisitions with Mukul. Retrieve original bank account information to determine if sales receipts have been deposited to original accounts and need to be forwarded to post-receivership bank accounts.	0.60
Wed	08/11/2021	Review debit and credit transactions on bank statements and prepare requisitions for posting.	0.60
Thur	08/12/2021	Organize signed cheques for delivery. Prepare bank cash flow forecast to determine status of funds.	0.40
Fri	08/13/2021	Request Fillware report since beginning of receivership to cross reference with bank accounts and determine which funds are not being deposited. Email bank to request bank statements of pre receivership accounts from Dec 1 to present day.	0.10
Tues	08/17/2021	Review transactions in reconciliation discrepancy and prepare requisitions as required. Prepare and send email to pharmacy staff requesting Fillware report with a total of all sales by provider since beginning of receivership to date and POS monthly sales reports. Discussions with Insurance providers.	0.80
Wed	08/18/2021	Prepare termination letter for employee and send to Phil and Mukul for review. Receive POS reports and organize to file HST returns. Discussions with Insurance Providers	1.00
Thur	08/19/2021	Review bank transactions and prepare requisitions for debits and credits for entry into accounting system	1.00
Mon	08/23/2021	Receive and review payroll time sheets and invoices. Calculate payroll source deductions and prepare requisitions for payment. Prepare summary of inventory counts and closing dates and circulate to team	1.20
Wed	08/25/2021	Review invoices and prepare requisitions. Review payroll and payables requisitions with Mukul	0.80
Thur	08/26/2021	Prepare cash projection.	0.30
Mon	08/30/2021	Receive signed payroll and payable cheques, review and prepare for distribution.	0.30
Tues	08/31/2021	Prepare cash flow projection and requisitions for transfer of funds,	0.50
<b>Paula Amaral (PAM)</b>			<b>21.30</b>
<b>Philip H. Gennis (PGE)</b>			
Fri	07/02/2021	Email exchange with Purchaser; email to Counsel requesting status update on fulfillment of conditions on current APS;	0.20
Sun	07/04/2021	Receipt and review of engineering floor plan; and transmittal to Purchaser;;	0.20
Fri	07/09/2021	Dealing with request from Raouf Basiliou for weekly site visits; email exchange with Counsel in this regard; receipt and review of similar email sent to Susan Downey;	0.25
Mon	07/12/2021	Teleconference with Counsel regarding enquiries made by Raouf Basiliou;	0.25

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- Time Entry Date: 7/01/21 to 8/31/21
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## Time Detail by File & Employee ARA

Printed on: 11/02/21

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### File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
<b>Philip H. Gennis (PGE)</b>			
Tues	07/13/2021	receipt and review of draft email from Receiver's Counsel to Counsel for Purchaser regarding access to employees and on-site visits prior to Court approval;	0.20
Wed	07/14/2021	Further email exchange with Purchaser regarding financial reports requested and access to pharmacy prior to court approval;	0.25
Wed	07/21/2021	email to Counsel for Purchaser requesting update on conditions and waiver thereof; review of reports requested by Purchaser and transmittal of same;	0.25
Thur	07/22/2021	Email from Counsel for Purchaser with respect to waiver of conditions; subsequent telephone discussion with Counsel for Purchaser;	0.25
Sat	07/31/2021	draft of second report to Court on sale approval motion;	2.50
Mon	08/02/2021	Email exchange with Landlord confirming LMR on deposit as required for adjustments on sale of the pharmacy;	0.25
Tues	08/03/2021	Email exchange with Landlord regarding security deposit and/or LMR held; Revisions to Second Report prior to transmittal to Counsel for review and comments; receipt and review of draft AVO; review of NOM;	0.75
Sat	08/07/2021	General	0.30
Thur	08/12/2021	Attend sale approval motion before Justice Patillo	0.20
Fri	08/13/2021	Email from Counsel for Receiver to Counsel for Purchaser	0.20
Mon	08/16/2021	Coordinating inventory count in advance of closing; email update from Counsel for Purchaser; telephone discussion and email exchange with Landlord regarding revised security deposit;	0.50
Tues	08/17/2021	Telephone discussion with Landlord; email exchange with Landlord; email exchange with Counsel regarding arrears and security deposit; email advising Counsel in this regard in anticipation of closing; email to Landlord;	0.50
Thur	08/19/2021	Telephone call with Landlord regarding security deposit;	0.25
Thur	08/26/2021	Receipt and review of revisions to closing agenda submitted by Purchaser;	0.25
Fri	08/27/2021	Telephone discussion with Inventory counters; email regarding extension of closing date;	0.30
<b>Philip H. Gennis (PGE)</b>			<b>7.85</b>
<b>Susan Downey (SDW)</b>			
Mon	07/05/2021	Processing disbursements	0.50
Wed	07/07/2021	Processing receipts/disbursements	0.50
Thur	07/15/2021	Collecting reports	0.20
Fri	07/16/2021	Processing receipts and disbursements	0.50
Wed	07/21/2021	Processed disbursements	0.30
Tues	07/27/2021	Processing receipts and disbursements including rent cheque and sending Pfizer recall notice to pharmacy	0.60
Thur	07/29/2021	Scanning docs to file	0.20
Fri	07/30/2021	Processing receipts and disbursements	0.30
Thur	08/05/2021	E-mails/ calls with Brimley re: ODB audit. Drafting letter to ODB	0.50
Fri	08/06/2021	Follow up on letter to ODB/processing receipts and disbursements	1.00
Tues	08/10/2021	Delivered Toronto license renewal and discussed ODB audit with Suzan. Collected cash. Processed disbursements	0.20
Thur	08/19/2021	Closing and inventory matters including receipts and disbursements	0.30
Mon	08/30/2021	Issue with provider change	0.30



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File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
Susan Downey (SDW)			
Tues	08/31/2021	Processing disbursements	0.30
Susan Downey (SDW)			5.70
Total for File ID AARIVE-R:			62.25
Grand Total:			62.25



October 19, 2021

Invoice #: 12178

River Hill Pharmacy Inc. o/a River Hill Pharmacy

## Invoice

RE: River Hill Pharmacy Inc.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	3.70	\$525.00	\$1,942.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.50	375.00	187.50
Mukul Manchanda, CPA, CIRP, LIT	2.80	450.00	1,260.00
Eileen Sturge	0.50	250.00	125.00
Paula Amaral	7.60	290.00	2,204.00
Others	20.80	290.00	4,680.00
Total Professional fees	35.90	\$289.67	\$10,399.00
<b>Courtesy Discount</b>			<b>(1,720.50)</b>
HST			1,128.21
<b>Total</b>			<b>\$9,806.71</b>

HST Registration #R825172935

(AARIVE-R)

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### File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
<b>Deborah Hornbostel (DHO)</b>			
Mon	09/13/2021	Execute and transmittal of Receiver's Certificate confirming sale of pharmacy;	0.00
<b>Deborah Hornbostel (DHO)</b>			<b>0.00</b>
<b>Eileen Sturge (EST)</b>			
Mon	09/20/2021	Admin on file	0.50
<b>Eileen Sturge (EST)</b>			<b>0.50</b>
<b>Frieda Kanaris (FKA)</b>			
Thur	09/02/2021	Prepare deposit form for cash sales and cheques.	0.60
Wed	09/15/2021	On site attendance to deliver payroll cheques and pick up mail.	0.80
<b>Frieda Kanaris (FKA)</b>			<b>1.40</b>
<b>Gillian Goldblatt (GGO)</b>			
Tues	09/14/2021	review and approve disbursements.	0.30
Tues	09/28/2021	review and approve disbursement.	0.20
<b>Gillian Goldblatt (GGO)</b>			<b>0.50</b>
<b>Haran Sivanathan (HSI)</b>			
Wed	09/15/2021	Bank reconciliation/Posting cheques/Deposit	0.40
<b>Haran Sivanathan (HSI)</b>			<b>0.40</b>
<b>Inga Friptuleac (IFR)</b>			
Tues	09/07/2021	Deposits	0.40
Tues	09/14/2021	Issue cheques, Deposit, Postings	1.60
Mon	09/27/2021	Issue cheques,	0.20
<b>Inga Friptuleac (IFR)</b>			<b>2.20</b>
<b>Mukul Manchanda (MMA)</b>			
Tues	09/07/2021	Receipt and review of draft closing documents from J. Turgeon.	0.50
Wed	09/08/2021	Receipt and review of an email from McKesson containing invoices and debit advice. Receipt, review and approve Fillware invoice. Receipt, review and execute closing documents.	0.40
Thur	09/09/2021	Receipt and review of an email from R. Moncur containing a revised statement of adjustment. Receipt, review and sign the HST election form	0.20
Fri	09/10/2021	Receipt, review and approve disbursement. Receipt and review of further revised statement of adjustment from R. Moncur. Receipt and review of an email from R. Moncur containing final closing documents. Prepared executed copy of same and emailed it to R. Moncur. Receipt and review of a lengthy email from I. Grubner regarding closing of River Hill and Bless Hui pharmacy. Conference call with B. Bissell and P. Gennis regarding same. Review of an email from B. Bissell to I. Grubner advising the two are not related and outlining the Receiver's position,	1.00
Mon	09/13/2021	Receipt and review of an email from R. Moncur requesting the signed receiver certificate. Prepare the certificate and emailed same to R. Moncur. Receipt and review of the entered Receiver's certificate.	0.20
Wed	09/15/2021	Receipt, review of the invoices, credit notes and debit advice from McKesson.	0.20
Thur	09/16/2021	Receipt and review of an email from J. Turgeon containing the final closing documents.	0.20
Mon	09/27/2021	Receipt, review and approve payables.	0.10
<b>Mukul Manchanda (MMA)</b>			<b>2.80</b>



Filters Used:

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- File ID: AARIVE-R: to AARIVE-R:

## Time Detail by File &amp; Employee ARA

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**File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)**

Day	Date	Memo	B-Hrs
<b>Paula Amaral (PAM)</b>			
Fri	09/03/2021	Review bank statements and prepare debit and credit requisitions for entry.	1.00
Mon	09/13/2021	Receive payroll information and invoices, review, calculate payroll payable amount and prepare requisitions.	1.00
Tues	09/14/2021	Review payroll and supplier requisitions with Mukul and prepare payments for delivery.	1.00
Thur	09/16/2021	Review bank transactions and prepare requisitions for credit card deposits, insurance provider deposits, direct payments and fees.	1.00
Tues	09/21/2021	Receive and print payroll information. Prepare payroll including calculation of source deductions, preparation of pay statements and requisitions. Calculation of source deductions for remittance and preparation of requisition.	1.10
Thur	09/23/2021	Prepare ROEs	1.50
Wed	09/29/2021	Prepare requisitions for debits and credits on bank statements and post to Q drive.	1.00
<b>Paula Amaral (PAM)</b>			<b>7.60</b>
<b>Philip H. Gennis (PGE)</b>			
Tues	09/07/2021	Receipt and Review of closing documents;	0.50
Thur	09/09/2021	Review of Draft Statement of Adjustments;execution of HST Election;review of revised SOA;	0.50
Fri	09/10/2021	Receipt and review of final closing documents, execution and transmittal; approval of final SOA; telephone discussion with Landlord regarding security deposit; multiple emails with Counsel in this regard;Receipt and review of email from Counsel for Purchaser advising that they will close on River Hill providing that they receive a release on Bless Hui; lengthy telephone discussions and email exchanges with Counsel for Receiver in this regard; response to email ultimatum regarding Bless Hui release; receipt of email from Counsel for Purchaser confirming that they will close transaction despite prior email ultimatum to the contrary;receipt of wire transfer confirmation;	2.00
Sat	09/11/2021	Email to OCP confirming closing of sale;execution and transmittal of ownership change info sheet;	0.20
Mon	09/13/2021	Email exchange with McKesson; execute and transmittal of Receiver's Certificate confirming closure of sale;	0.50
<b>Philip H. Gennis (PGE)</b>			<b>3.70</b>
<b>Susan Downey (SDW)</b>			
Wed	09/01/2021	Processing disbursements	0.50
Wed	09/08/2021	Processed receipts and disbursements/prepare termination letters.	1.00
Thur	09/09/2021	Prep and attend inventory count and other closing tasks	7.00
Fri	09/10/2021	Process receipts and disbursements/issues regarding closing/attend sit eto transfer keys and other information	5.00
Sat	09/11/2021	Sent Phil Pharmacy accreditation number	0.10
Mon	09/13/2021	Closing tasks and disbursements.	1.50
Thur	09/16/2021	Site visit to pick up products and discussion with Sam regarding pharmacy cameras	1.50
Tues	09/21/2021	Calls/issues with ADT transfer of account	0.20
<b>Susan Downey (SDW)</b>			<b>16.80</b>
<b>Total for File ID AARIVE-R:</b>			<b>35.90</b>
<b>Grand Total:</b>			<b>35.90</b>



November 02, 2021

Invoice #: 12210

River Hill Pharmacy Inc. o/a River Hill Pharmacy

## Invoice

**RE: River Hill Pharmacy Inc.**

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	1.75	\$525.00	\$918.75
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.20	375.00	75.00
Mukul Manchanda, CPA, CIRP, LIT	1.90	450.00	855.00
Eileen Sturge	1.00	250.00	250.00
Paula Amaral	2.20	290.00	638.00
Others	2.80	225.00	630.00
Total Professional fees	9.85	\$341.80	\$3,366.75
<b>Courtesy Discount</b>			<b>(373.50)</b>
HST			389.12
<b>Total</b>			<b>\$3,382.37</b>

HST Registration #R825172935

**(AARIVE-R)**

**msi Spergel inc.** Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

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Filters Used:

- Time Entry Date: 10/01/21 to 10/27/21
- File ID: AARIVE-R: to AARIVE-R:

## Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 1 of 2

### File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
<b>Eileen Sturge (EST)</b>			
Mon	10/18/2021	Admin on file	0.50
Tues	10/19/2021	Admin on file	0.50
<b>Eileen Sturge (EST)</b>			<b>1.00</b>
<b>Frieda Kanaris (FKA)</b>			
Fri	10/22/2021	Prepare SRD.	0.30
Mon	10/25/2021	General	0.40
<b>Frieda Kanaris (FKA)</b>			<b>0.70</b>
<b>Gillian Goldblatt (GGO)</b>			
Wed	10/20/2021	review and approve disbursement.	0.10
Wed	10/27/2021	review and approve disbursement.	0.10
<b>Gillian Goldblatt (GGO)</b>			<b>0.20</b>
<b>Inga Friptuleac (IFR)</b>			
Tues	10/05/2021	Issue cheques ; postings	1.20
Mon	10/18/2021	Postings	0.10
Mon	10/25/2021	Issues cheques, Postings	0.50
<b>Inga Friptuleac (IFR)</b>			<b>1.80</b>
<b>Mukul Manchanda (MMA)</b>			
Tues	10/12/2021	Receipt and review of an email from McKesson containing credits, invoices and debit advice.	0.10
Mon	10/18/2021	Receipt, review and approve disbursements.	0.20
Tues	10/19/2021	Receipt and review of an email from McKesson containing invoices and debit advice. Receipt review and approve disbursements.	0.30
Wed	10/20/2021	Receipt, review and approve disbursements.	0.10
Mon	10/25/2021	Receipt and review of payout statement from CWB.	0.20
Wed	10/27/2021	Review of the file in advance of reviewing and drafting the report.	1.00
<b>Mukul Manchanda (MMA)</b>			<b>1.90</b>
<b>Paula Amaral (PAM)</b>			
Tues	10/05/2021	Prepare debit and credit requisitions for posting as per bank transactions.	0.60
Thur	10/07/2021	General	0.80
Mon	10/18/2021	Prepare requisitions as per bank statements for posting.	0.50
Tues	10/26/2021	Contact CRA and request balances on RT0001 and RP0001 accounts and list of outstanding returns. Prepare spreadsheet summarizing information.	0.30
<b>Paula Amaral (PAM)</b>			<b>2.20</b>
<b>Philip H. Gennis (PGE)</b>			
Thur	10/21/2021	Preliminary Drafting of Third Report to Court;	1.00
Mon	10/25/2021	Emails to McKesson and Kohl&Frisch requesting written confirmation of PMSI Claims; email to CWB requesting payout statements on closed estates; finalize drafting of Third Report to Court; review SRD and proposed payout;	0.75
<b>Philip H. Gennis (PGE)</b>			<b>1.75</b>
<b>Susan Downey (SDW)</b>			
Tues	10/19/2021	Disbursements	0.30
<b>Susan Downey (SDW)</b>			<b>0.30</b>
<b>Total for File ID AARIVE-R:</b>			<b>9.85</b>