

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

**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

---

**MOTION RECORD**

(approval and vesting order re: Olde Walkerville; approval of receiver's report; approval of distributions re: JG Windsor and Jubilee, returnable April 13, 2022)

---

April 8, 2022

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as  
court-appointed receiver of the Respondents

**TO: THE SERVICE LIST**

# INDEX

## INDEX

Tab No.	Description	Page No.
A	Notice of Motion	1-8
B	Fifth Report of the Receiver dated April 8, 2022	9-27
1.	Order of Mr. Justice Cavanagh dated November 25, 2020	28-46
2.	Order of Mr. Justice Cavanagh dated January 26, 2021	47-65
3.	Order of Mr. Justice Cavanagh dated February 3, 2021	66-85
4.	Order of Mr. Justice Cavanagh dated April 8, 2021	86-104
5.	Order of Mr. Justice Cavanagh dated September 7, 2021	105-124
6.	Ancillary Order of Mr. Justice Pattillo dated August 12, 2021	125-129
7.	Ancillary Order of Mr. Justice Cavanagh dated November 10, 2021	130-139
8.	Ancillary Order of Madam Justice Conway dated February 1, 2022	140-144
9.	Listing Agreement s Olde Walkerville	145-165
10.	Marketing Report of Listing Broker	166-174
11.	Redacted copy of the Olde Walkerville Sale Agreement	175-199
12.	Copy of OCP Guidelines for Closure of a Pharmacy	200-204
13.	Copy of Bill of Sale with respect to Sigma Assets	205-214
14.	Certificate of Appointment Bankruptcy of JG Windsor	215-216
15.	CWB Maxium Payout Statement for 2780 Totten Avenue, Windsor, Ontario	217-218
16.	Parcel Register for 2780 Totten Avenue, Windsor, Ontario	219-222
17.	Certificate of Appointment Bankruptcy of Jubilee Property Investments Inc.	223-224

18.	CWB Maxium Payout Statement for 280 West Beaver Creek, Unit 11, Richmond Hill, Ontario	225-226
19.	Parcel Register for 280 West Beaver Creek, Unit 11, Richmond Hill, Ontario	227-233
Confidential Appendices		
1.	Bid summary for the Olde Walkerville Pharmacies	N/A
2.	Unredacted copy of the Olde Walkerville Sale Agreement	N/A
C	Draft Approval and Vesting Order for the Olde Walkerville transaction	234-243
D	Blackline of the Approval and Vesting Order to the Model Order	244-259
E	Draft Order (balance of relief)	260-264
F	Service List	265-269



Tab A

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

**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

---

**NOTICE OF MOTION**

**(approval and vesting order re: Olde Walkerville; approval of receiver's report;  
approval of distributions re: JG Windsor and Jubilee, returnable April 13, 2022)**

---

msi Spergel Inc. in its capacity as the Court-appointed receiver of the undertaking, property and assets of the Respondents (in such capacity, the "**Receiver**") will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) on April 13, 2022, at 10:00 a.m. or as soon thereafter as the motion can be heard, by videoconference the details for which are in Schedule "A" hereto.

**THE PROPOSED METHOD OF HEARING:** orally.

**THE MOTION IS FOR:**

- a. an approval and vesting order in respect of a sale transaction (the “**Transaction**”) between the Receiver on behalf of Olde Walkerville Holdings Inc. (“**Olde Walkerville**”) and 13832228 Canada Inc. (the “**Purchaser**”) in respect of all of the assets of Olde Walkerville in accordance with the draft Order attached at Tab C of the Motion Record;
- b. an order in suggested accordance with the draft filed at tab E of the motion record:
  - i. if necessary, validating service of the notice of motion and motion record for this motion and the Receiver’s fifth report dated April 8, 2022 (the “**Fifth Report**”) and dispensing with further service thereof.
  - ii. approving the Fifth Report, including the activities described
  - iii. authorizing and directing the Receiver to make the distributions described in the Fifth Report in respect of the estates of JG Windsor Inc. (“**JGWI**”) and Jubilee Property Investments Inc. (“**Jubilee**”).
  - iv. sealing the Confidential Appendices to the Fifth Report pending the filing of the applicable Receiver’s Certificate (as defined in the relevant approval and vesting order) or further court order.
- c. such further and other relief as counsel may request and the court deem just.

**THE GROUNDS FOR THE MOTION ARE:**

**I. APPROVAL AND VESTING ORDER FOR OLDE WALKERVILLE**

1. The Receiver was appointed as the Receiver of all the assets, undertakings and properties of the Respondents by orders dated November 25, 2020, January 26, 2021,

February 3, 2021, April 8, 2021 and September 7, 2021 – each adding Respondents in this administratively consolidated court file.

2. The appointment orders are substantially per the Commercial List model order, and authorize and empower the Receiver to market and sell the Respondents' assets.
3. The Receiver has marketed the assets of Olde Walkerville extensively through a business broker since April of 2021.
4. The Transaction represents the highest offer received.
5. The length of time that the Olde Walkerville assets have been marketed indicates that no higher offer is likely, and there are ongoing costs to operating the pharmacies in question that will erode any net recovery in the future.

## **II. PROPOSED DISTRIBUTIONS**

6. As more fully set out in the Fifth Report, following the sale of the real property holdings of JGWI and Jubilee, the Receiver recommends the repayment of the Receiver's Borrowings (term defined in the Fifth Report) which are now secured on the proceeds of each such respective sale and thereafter the repayment of amounts owing to the Applicant in respect of mortgages registered against the respective properties.

## **III. APPROVAL OF THE FIFTH REPORT**

7. The Receiver's activities since the beginning of the herein receiverships, including the stabilization of the Respondents' affairs since about November 2020 and the sale processes discussed above, have been reported to stakeholders and any interested party in the Receiver's prior reports as well as the Fifth Report. Those activities are appropriate, commercially reasonable, and in the best interest of the Respondents' estates.

8. By orders dated August 12, 2021, November 10, 2021 and February 1, 2022, this court has approved the Receiver's activities set out in the Receiver's prior reports. The Receiver seeks approval of its activities since then, which are set out in the Fifth Report.

#### **IV. SEALING**

9. The Confidential Appendices to the Fifth Report contain information that would be highly prejudicial to the integrity of any future sale efforts necessary should the Transaction for the Olde Walkerville assets fail to close for any reason. A copy of the sale agreement is provided as part of the public motion record with minimal redactions such as to price and deposit amount, and the Receiver's detail of the offers received cannot be disclosed before the completion of a sale without jeopardizing the interests of stakeholders. The sealing order sought is within this court's jurisdiction to make and are appropriate in the circumstances.

#### **V. MAIN STATUTORY PROVISIONS RELIED UPON**

10. Sections 100, 101 and 137(2) of the *Courts of Justice Act* (Ontario), section 243 of the *Bankruptcy and Insolvency Act* (Canada), and the court's inherent and equitable jurisdiction, as necessary.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- a. the Fifth Report and appendices, and
- b. such further and other evidence as counsel may advise and this Honourable Court may permit.

**DATE:** April 8, 2022

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as court-appointed  
receiver of the Respondents

**TO: THE SERVICE LIST**

**Schedule “A”**

**Videoconference hearing join-in details**

Join Zoom Meeting

<https://us06web.zoom.us/j/81553515448?pwd=ZktzNFFwWENIZIVQU0U3Ly9lWkJCZz09>

Meeting ID: 815 5351 5448

Passcode: 941177

One tap mobile

+14388097799,,81553515448#,,,,\*941177# Canada

+15873281099,,81553515448#,,,,\*941177# Canada

Dial by your location

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 780 666 0144 Canada

+1 204 272 7920 Canada

Meeting ID: 815 5351 5448

Passcode: 941177

Find your local number: <https://us06web.zoom.us/u/kbz02Khb7i>

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

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

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**  
Proceeding commenced in TORONTO

---

**NOTICE OF MOTION**  
**(approval and vesting order re: Olde Walkerville;  
approval of receiver's report; approval of  
distributions re: JG Windsor and Jubilee,  
returnable April 13, 2022)**

---

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as  
court-appointed receiver of the Respondents



Tab B

**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

**FIFTH REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS THE RECEIVER OF**

**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.**

April 7, 2022

# Table of Contents

- I. APPOINTMENT AND BACKGROUND ..... 1
- II. PURPOSE OF THIS FIFTH REPORT AND DISCLAIMER ..... 6
- III. ACTIONS OF THE RECEIVER SUBSEQUENT TO THE FOURTH REPORT ..... 8
- IV. THE OLDE WALKERVILLE TRANSACTION ..... 8
- V. REQUEST FOR A SEALING ORDER ..... 9
- VI. CLOSURE OF SIGMA PHARMACY ..... 9
- VII. PROPOSED DISTRIBUTION ..... 11
- VIII. RECOMMENDATIONS ..... 14

## APPENDICES

1. Order of Mr. Justice Cavanagh dated November 25, 2020
2. Order of Mr. Justice Cavanagh dated January 26, 2021
3. Order of Mr. Justice Cavanagh dated February 3, 2021
4. Order of Mr. Justice Cavanagh dated April 8, 2021
5. Order of Mr. Justice Cavanagh dated September 7, 2021
6. Ancillary Order of Mr. Justice Pattillo dated August 12, 2021
7. Ancillary Order of Mr. Justice Cavanagh dated November 10, 2021
8. Ancillary Order of Madam Justice Conway dated February 1, 2022
9. Listing Agreement s Olde Walkerville
10. Marketing Report of Listing Broker
11. Redacted copy of the Olde Walkerville Sale Agreement
12. Copy of OCP Guidelines for Closure of a Pharmacy
13. Copy of Bill of Sale with respect to Sigma Assets
14. Certificate of Appointment Bankruptcy of JG Windsor
15. CWB Maxium Payout Statement for 2780 Totten Avenue, Windsor, Ontario
16. Parcel Register for 2780 Totten Avenue, Windsor, Ontario
17. Certificate of Appointment Bankruptcy of Jubilee Property Investments Inc.
18. CWB Maxium Payout Statement for 280 West Beaver Creek, Unit 11, Richmond Hill, Ontario
19. Parcel Register for 280 West Beaver Creek, Unit 11, Richmond Hill, Ontario

**CONFIDENTIAL APPENDICES**

1. Bid Summary for the Olde Walkerville Pharmacies
2. Unredacted copy of the Olde Walkerville Sale Agreement

## I. APPOINTMENT AND BACKGROUND

1. This fifth report ("**Fifth Report**") is filed by msi Spergel inc. ("**Spergel**") in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of the following companies (each a "**Debtor**" and collectively the "**Debtors**"):
  - i. 4231 Sheppard Avenue East Inc., ("**4231**")
  - ii. Abu Seifein Brimley Pharma Inc. ("**Brimley**")
  - iii. Bless Hui Pharma Inc. ("**Bless Hui**")
  - iv. JG Windsor Inc. ("**JGWI**");
  - v. JM Westview Pharma Inc. ("**Westview**");
  - vi. Jubilee Property Investors Inc., ("**Jubilee**")
  - vii. Maple Medi Pharma Inc. ("**Maple Medi**");
  - viii. River Hill Pharmacy Ltd. ("**River Hill**");
  - ix. Sigma Healthcare Inc. ("**Sigma**");
  - x. SJ East Pharma Inc. ("**SJ East**");
  - xi. St. Mary Cooksville Pharma Inc., ("**Cooksville**")
  - xii. St. Mary Theotokos Pharma Inc. ("**Theotokos**");
  - xiii. Stoney Creek Pharma Inc. ("**Stoney Creek**");
  - xiv. Toronto Apothecary Pharma Inc. ("**Toronto Apothecary**");
  - xv. Westway Holdings Inc. ("**Westway Holdings**"); and
  - xvi. Olde Walkerville Holdings Inc. ("**Olde Walkerville**").
2. 4231 is a Canadian owned private corporation. 4231 formerly owned real property municipally known as 4231 Sheppard Avenue East, Unit C1, Toronto, Ontario (the "**4231 Real Property**").
3. Brimley is a Canadian owned private corporation formerly carrying on the business of a retail pharmacy (the "**Brimley Pharmacy**") at 127 Montezuma Trail, Toronto, Ontario (the "**Brimley Premises**").

4. Bless Hui is a Canadian owned private corporation formerly carrying on the business of a retail pharmacy (the "**Bless Hui Pharmacy**") at 280 Spadina Avenue Toronto, Ontario (the "**Bless Hui Premises**").
5. JGWI is a Canadian owned private corporation. JGWI formerly owned real property municipally known as 2780 Totten Avenue, Windsor, Ontario (the "**JGWI Real Property**").
6. JM Westview was a Canadian owned private corporation formerly carrying on the business of a retail pharmacy in Tilbury, Ontario.
7. Jubilee is a Canadian owned private corporation. Jubilee formerly owned real property municipally known as 280 West Beaver Creek, Unit 11, Richmond Hill, Ontario (the "**Jubilee Real Property**").
8. Maple Medi is a Canadian owned private corporation formerly carrying on the business of a retail pharmacy (the "**Maple Medi Pharmacy**") at 2535 Major MacKenzie Drive, Vaughan, Ontario.
9. River Hill is a Canadian owned private corporation formerly carrying on the business of a retail pharmacy (the "**River Hill Pharmacy**") at 2086 Lawrence Avenue West, Toronto, Ontario (the "**River Hill Premises**").
10. Sigma is a Canadian owned private corporation formerly carrying on the business of a retail pharmacy (the "**Sigma Drug Mart**") at 2 Dufferin Street, Tilbury, Ontario (the "**Sigma Premises**")
11. SJ East was a Canadian owned private corporation formerly carrying on the business of a retail pharmacy in Brighton Ontario.
12. Cooksville was a Canadian owned private corporation formerly carrying on the business of a retail pharmacy in Mississauga, Ontario.
13. Theotokos is a Canadian owned private corporation formerly carrying on the business of a retail pharmacy in Toronto, Ontario.
14. Stoney Creek is a Canadian owned private corporation formerly carrying on the business of a retail pharmacy (the "**Stoney Creek Pharmacy**") at 800 Queenston Road, Stoney Creek, Ontario (the "**Stoney Creek Premises**").

15. Toronto Apothecary is a Canadian owned private corporation formerly carrying on the business of a retail pharmacy (the "**Apothecary Pharmacy**") at 842 Markham Road, Toronto, Ontario (the "**Apothecary Premises**").
16. Westway Holdings is a Canadian owned private corporation formerly carrying on the business of a retail pharmacy in Toronto, Ontario.
17. Olde Walkerville is a Canadian owned private corporation carrying on the business of two retail pharmacies at 1701 Wyandotte Street and 870 Erie Street, respectively, in Windsor, Ontario (collectively the "**Olde Walkerville Premises**").
18. Spergel was appointed as the Receiver of all of the assets, undertakings and properties of the Debtors (collectively, the "**Property**") by the Orders of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), in the case of Bless Hui, Maple Medi, River Hill, Theotokos, Stoney Creek, Toronto Apothecary, Westway Holdings and Olde Walkerville made November 25, 2020, 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 (collectively, the "**Receivership Orders**"). The Receivership Orders were made upon the application of the Debtors' general secured creditor CWB Maximum Financial Inc. ("**CWB**" or the "**Bank**"). Attached to this Fifth Report as **Appendices "1", "2", "3", "4" and "5"**, respectively are copies of the Receivership Orders. The Receivership Orders were granted by the Court on consent of the Debtors who were represented by counsel.
19. Copies of all non-confidential materials filed in these proceedings are posted on the Receiver's website at <https://www.spergelcorporate.ca/engagements/maple-medi-pharma-inc-river-hill-pharmacy-inc-westway-holdings-inc-toronto-apothecary-pharma-inc-st-mary-theotokos-pharmacy-inc-bless-hui-pharma-inc-stoney-creek-pharma-inc-and-olde-walkerville-holdings-inc/>.
20. The Receiver retained Goldman, Sloan, Nash and Haber LLP ("**GSNH**" or the "**Receiver's Counsel**") as its independent legal counsel.



21. The Receiver filed a report in its capacity as the Proposed Receiver of JM Westview and SJ East on January 25, 2021 (the “**Proposed Receiver’s Report**”) reporting its findings with respect to Westview and SJ East. A copy of the Proposed Receiver’s Report is not attached in the interest of keeping the size of this report as small as possible. A copy is available on the Receiver’s website<sup>1</sup> if needed.
22. The Receiver filed its First Report dated February 1, 2021 (the “**First Report**”) reporting its further findings with respect to Westview and SJ East. A copy of the First Report is not attached in the interest of keeping the size of this report as small as possible. A copy is available on the Receiver’s website<sup>2</sup> if needed.
23. The Receiver filed its Second Report dated August 4, 2021 (the “**Second Report**”) seeking, inter alia, approval of the sale of the 4231 Real Property; the sale of the Maple Medi Pharmacy; the sale of the Apothecary Pharmacy; the sale of the Bless Hui Pharmacy; the sale of the River Hill Pharmacy; and the sale of the Stoney Creek Pharmacy. A copy of the Second Report is not attached in the interest of keeping the size of this report as small as possible. A copy is available on the Receiver’s website<sup>3</sup> if needed.
24. At a hearing held August 12, 2021, Orders were issued by the Honourable Justice Pattillo approving the sale transactions with respect to 4231, Maple Medi, Apothecary, Bless Hui, River Hill, and Stoney Creek (the “**August Sale Approval and Vesting Orders**”) and authorizing the Receiver to complete the transactions contemplated thereby (the “**August Approved Sale Transactions**”). Copies of the August Sale Approval and Vesting Orders are not attached in the interest of keeping the size of this report as small as possible. Copies are available on the Receiver’s website<sup>4</sup> if needed.

---

<sup>1</sup> <https://www.spergelcorporate.ca/engagements/maple-medi-pharma-inc-river-hill-pharmacy-inc-westway-holdings-inc-toronto-apothecary-pharma-inc-st-mary-theotokos-pharmacy-inc-bless-hui-pharma-inc-stoney-creek-pharma-inc-and-olde-walkerville-c-holdings-inc/>

<sup>2</sup> *Ibid.*

<sup>3</sup> *Ibid.*

<sup>4</sup> *Ibid.*

25. A further Order issued by Justice Pattillo dated August 12, 2021, (the “**August 12<sup>th</sup> Ancillary Order**”) approved the activities described in the Receiver's First and Second Reports, including the Interim Statements of Receipts and Disbursements and the fees of the Receiver to and including June 30, 2021 for each Debtor. Attached to this Fifth Report as **Appendix “6”** is a copy of the August 12<sup>th</sup> Ancillary Order.
26. The Receiver filed its Third Report dated November 3, 2021 (the “**Third Report**”) and the Supplement to the Third Report dated November 9, 2021 (the “**Supplement to the Third Report**”) seeking, inter alia, approval of the sale of the Jubilee Real Property, the sale of the JGWI Real Property and the sale of the Brimley Pharmacy. Copies of the Third Report and the Supplement to the Third Report are not attached in the interest of keeping the size of this report as small as possible. A copy is available on the Receiver’s website<sup>5</sup> if needed.
27. At a hearing held November 10, 2021, Orders were issued by the Honourable Justice Cavanagh approving the sale transactions with respect to JGWI, Jubilee and Brimley (the “**November Sale Approval and Vesting Orders**”) and authorizing the Receiver to complete the transactions contemplated thereby (the “**November Approved Sale Transactions**”). Copies of the November Sale Approval and Vesting Orders are not attached in the interest of keeping the size of this report as small as possible. Copies are available on the Receiver’s website<sup>6</sup> if needed.
28. A further Order issued by Justice Cavanagh dated November 10, 2021, (the “**November 10<sup>th</sup> Ancillary Order**”) approved the activities described in the Receiver’s Third Report and the Supplement to the Third Report, including the Interim Statements of Receipts and Disbursements and the fees of the Receiver to and including June 30, 2021 for each Debtor. Attached to this Fifth Report as **Appendix “7”** is a copy of the November 10<sup>th</sup> Ancillary Order.

---

<sup>5</sup> *Ibid.*

<sup>6</sup> *Ibid.*

29. The Receiver filed its Fourth Report dated January 27, 2022 (the “**Fourth Report**”) seeking, inter alia, approval of the sale of the Bless Hui Pharmacy. A copy of the Fourth Report is not attached in the interest of keeping the size of this report as small as possible. A copy is available on the Receiver’s website<sup>7</sup> if needed.
30. At a hearing held February 1, 2022, Orders were issued by the Honourable Madam Justice Conway approving the sale transaction with respect to Bless Hui (the “**Bless Hui Sale Approval and Vesting Order**”) and authorizing the Receiver to complete the transaction contemplated thereby (the “**Bless Hui Approved Sale Transaction**”). Copies are available on the Receiver’s website<sup>8</sup> if needed.
31. A further Order issued by Justice Conway dated February 1, 2022, (the “**February 1<sup>st</sup> Ancillary Order**”) approved the activities described in the Receiver’s Fourth Report including the Interim Statements of Receipts and Disbursements and the fees of the Receiver for the period from and including October 28, 2021 to and including December 31, 2021 for each Debtor. Attached to this Fifth Report as **Appendix “8”**.is a copy of the February 1<sup>st</sup> Ancillary Order.

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

32. The purpose of this Fifth Report is to report to the Court regarding the Receiver’s activities and conduct since the Receiver’s Fourth Report dated January 27, 2022 and to seek Orders from this Court:
- i. approving this Fifth Report and the activities described;
  - ii. approving the Olde Walkerville sale transaction contemplated by the agreement of purchase and sale dated March 21, 2022 between the Receiver as vendor and 13832228 Canada Inc. (the “**Olde Walkerville Purchaser**” or “**2228**”) as purchaser, (the “**Olde Walkerville Sale Agreement**”) with respect to the Purchased Assets (as defined in the Olde

---

<sup>7</sup> *Ibid.*

<sup>8</sup> *Ibid.*

Walkerville Sale Agreement) (the “**Olde Walkerville Purchased Assets**”), and authorizing the Receiver to complete the transaction contemplated thereby (the “**Olde Walkerville Transaction**”);

- iii. vesting in the Olde Walkerville Purchaser, Olde Walkerville’s right, title, and interest in and to the Olde Walkerville Purchased Assets free and clear of any claims and encumbrances save and except for “Permitted Encumbrances”;
  - iv. sealing the Confidential Appendices (as defined herein) to this Fifth Report until the earlier of the completion of the Olde Walkerville Transaction or further Order of this Court;
  - v. authorizing and directing the Receiver to make the distributions proposed in this Fifth Report regarding the estates of Jubilee and JGWI; and
  - vi. such further and other relief as Counsel may advise and this Court may permit.
33. The Receiver will not assume responsibility or liability for losses incurred by the reader due to the circulation, publication, reproduction, or use of this Fifth Report for any other purpose.
34. In preparing this Fifth Report, the Receiver has relied upon certain information provided to it by the Debtors and or its principals. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.
35. Unless otherwise stated, all monetary amounts contained in this Fourth Report are expressed in Canadian dollars.

### III. ACTIONS OF THE RECEIVER SUBSEQUENT TO THE FOURTH REPORT

#### *The Bless Hui Sale Transaction*

36. Following the issuance of the Bless Hui Sale Approval and Vesting Orders, the Receiver completed the closing of the Bless Hui Approved Sale Transaction.

### IV. THE OLDE WALKERVILLE TRANSACTION

37. Pursuant to the terms of the Receivership Orders, the Receiver was empowered and authorized to, among other things, market any or all the Debtors' assets, including advertising and soliciting offers in respect of the assets and negotiating such terms and conditions of sale as the Receiver, in its discretion, deemed appropriate.
38. The Olde Walkerville Pharmacy has been the subject matter of MLS Listing Agreements since April 2021. The original asking price was set at \$1.00 to permit the marketplace to capture the true value of the pharmacies. An amendment to the original Listing Agreement set a fixed price for both locations, which price was ultimately reduced. Attached to this Fifth Report as **Appendix '9'** are copies of the Olde Walkerville Listing Agreements.
39. The Olde Walkerville pharmacies have remained fully operational under the supervision of the Receiver and has been widely marketed for sale on a going-concern basis since on or about April 1, 2021. Attached to this Fifth Report as **Appendix "10"** is a copy of the marketing report of the Listing Broker.
40. Over the course of the sales process conducted by the Receiver, 56 Non-Disclosure Agreements were received, and access granted to the Receiver's Data Room.
41. Attached to this Fifth Report as **Confidential Appendix "1"** is a copy of the Receiver's bid summary (the "**Bid Summary**") resulting from the Olde Walkerville Listing Agreements.
42. The acceptance of the Olde Walkerville Sale Agreement is conditional upon the Purchaser obtaining pharmacy accreditation from the Ontario College of Pharmacists ("**OCP**"); a provider number from the Ontario Drug Benefit Plan

("ODB") and approval of this Honourable Court and accordingly is the subject matter, inter alia, of the motion brought by the Receiver. Attached to this Fifth Report as **Appendix "12"** is a copy of the Olde Walkerville Sale Agreement with redactions for the purchase price and deposit. An unredacted copy of the Olde Walkerville Sale Agreement is attached to this Fifth Report as **Confidential Appendix "2"** (collectively with Confidential Appendix "1", the "**Confidential Appendices**").

43. The Receiver is of the view that the sale process with respect to the Olde Walkerville Pharmacies was conducted in a commercially reasonable manner over many months and that the market was extensively canvassed pursuant to the Listing Broker's marketing efforts. It is the opinion of the Receiver that the terms and conditions contained in the Olde Walkerville Sale Agreement are commercially reasonable in all respects and that the purchase price in the Olde Walkerville Sale Agreement is the best outcome to the estate in the circumstances.
44. The Receiver has been in regular contact with the Bank as the ranking generally secured creditor throughout the sale and marketing process for the Olde Walkerville pharmacies and has shared the Bid Summary along with the written offer(s) with the Bank. The Bank has indicated to the Receiver that it supports the acceptance of the offer from 2228, which the Receiver has now signed subject to approval of the Court.

#### **V. REQUEST FOR A SEALING ORDER**

45. The Receiver is seeking a sealing order in respect of the Confidential Appendices to this Fifth Report as they each contain commercially sensitive information, the release of which prior to the completion of the Olde Walkerville Transaction would be prejudicial to the stakeholders in the event the Olde Walkerville Transaction does not close.

#### **VI. CLOSURE OF SIGMA HEALTHCARE INC. ("SIGMA")**

46. This pharmacy remained fully operational under the supervision of the Receiver until March 11, 2022, at which time the pharmacy was closed.

47. The challenges faced by the Receiver in operating the Sigma Pharmacy became readily apparent from the outset. Upon taking possession, the Receiver discovered that the computers had been wiped. There were no files, search history or passwords. The Receiver also faced incorrect billing practices; lack of access to patient schedules and prescriptions and general poor record keeping. As a result of this the Receiver was faced with significant patient dissatisfaction due to not receiving their prescriptions on time and in some cases receiving the wrong medications. In consequence the Receiver was immediately faced with many prescription transfers to a pharmacy located immediately across the street from Sigma.
48. The Receiver brought staff in from the Olde Walkerville Pharmacy to assist in the clean-up and reorganization of Sigma, bringing its record keeping in full compliance with OCP requirements.
49. Operating under these circumstances was very stressful for all pharmacists who worked at Sigma. The Receiver was faced with serious staffing issues and functioned without a Designated Manager for several months as no one wanted to assume responsibility for the previous owner's lack of controls. Without a Designated Manager narcotics could not be ordered. This also resulted in many transfers of prescriptions as patients did not want to endure the stress of waiting for prescriptions or not getting them at all. The result of all the above was a significant drop in revenue.
50. As advised in its Fourth Report, the Receiver had listed the Sigma Pharmacy for sale on the MLS system pursuant to a listing agreement with the Broker handling the sales and marketing of all the pharmacies subject to the Receivership Order. The listing became active on December 15, 2021.
51. Despite the best efforts of the Listing Broker, no non-disclosure agreements were requested and accordingly, no offers were received.
52. Given the challenges resulting from the loss of script revenue and the costs of operating, the decision was made to close the pharmacy and stop the losses being



incurred which the Bank no longer wished to fund. The Sigma Pharmacy was closed on March 11, 2022.

53. The closure of a pharmacy is strictly governed by the Ontario College of Pharmacists. (the “**OCP**”). Attached to this Fifth Report as **Appendix “12”** is a copy of the OCP Guidelines for the Closure of a Pharmacy.
54. In an effort to fulfill its obligations to the OCP, the Receiver entered into negotiations with the owners of the pharmacy located across the street from Sigma with respect to the sale of prescriptions and inventory of the Sigma Pharmacy for amounts that were within the authority granted to the Receiver to sell without court approval in the appointment order for Sigma. An agreement was reached, and a sale of prescriptions and inventory was completed by way of Bill of Sale in accordance with the provisions of the Receivership Order. Attached to this Fifth Report as **Appendix “13”** is copy of the Bill of Sale with respect to the Sigma assets dated March 11, 2022.

## **VII. PROPOSED DISTRIBUTION**

### **JG Windsor Inc.**

#### ***Bankruptcy and Canada Revenue Agency***

55. Pursuant to Paragraph 4(t) of the amended and restated receivership order dated February 3, 2021 (the “**February Receivership Order**”), the Receiver filed an Assignment for the General Benefit of Creditors for JGWI on August 11, 2021. Attached to this Fifth Report as **Appendix “14”** is a copy of the Certificate of Appointment from the Office of the Superintendent of Bankruptcy.
56. In response to the bankruptcy filing, Canada Revenue Agency (“**CRA**”) has filed an unsecured claim with respect to unpaid Harmonized Sales Tax (“**HST**”) in the amount of \$10,347. Accordingly, unpaid HST need not be considered on any proposed distribution with respect to the estate of JGWI.



### **Receiver's Borrowing**

57. Pursuant to Paragraph 23 of the amended and restated receivership order dated February 3, 2021 (the '**February Receivership Order**'), the Receiver borrowed monies from CWB in the principal amount of \$19,000 to fund its activities in respect of the estate of JGWI (the "**Receiver's JGWI Borrowing**").
58. A title search conducted with respect to the JGWI Real Property on February 24, 2021 indicated a first mortgage in the principal amount of \$410,000 held by ECN Capital Inc., as assigned to CWB March 27, 2018. (the "**CWB Mortgage**"). Attached to this Fifth Report as **Appendix "15"** is a copy of the correspondence from CWB confirming the amount in respect of the CWB Mortgage was \$351,187.57 as at March 31, 2022. Attached to this Fifth Report as **Appendix "16"** is a copy of the title search conducted on February 24, 2021. GSNH has confirmed to the Receiver that the security held by CWB is valid and enforceable.
59. Accordingly, subject to a reserve for the fees of the Receiver and Receiver's Counsel as they relate to the JGWI Real Property, and the payment of the JGWI Receiver's JGWI Borrowing, the Receiver recommends that it be authorized and directed to distribute from the sale of the JGWI Real Property to CWB the maximum sum of \$351,187.57 plus accrued interest on a per diem basis from March 31, 2022 to the date of payment.

### **Jubilee Property Investments Inc.**

#### ***Bankruptcy and Canada Revenue Agency***

60. Pursuant to Paragraph 4(t) of the amended and restated receivership order dated February 3, 2021 (the "**February Receivership Order**"), the Receiver filed an Assignment for the General Benefit of Creditors for Jubilee on August 11, 2021. Attached to this Fifth Report as **Appendix "17"** is a copy of the Certificate of Appointment from the Office of the Superintendent of Bankruptcy.
61. In consequence of the bankruptcy filing, unpaid HST, if any, need not be considered on any proposed distribution with respect to the estate of Jubilee.

### ***Receiver's Borrowing***

62. Pursuant to Paragraph 23 of the amended and restated receivership order dated February 3, 2021 (the '**February Receivership Order**'), the Receiver borrowed monies from CWB in the principal amount of \$25,000 to fund its activities in respect of the estate of JGWI (the "**Receiver's Jubilee Borrowing**").
  
63. A title search conducted with respect to the JGWI Real Property on February 24, 2021 indicated a first mortgage in the principal amount of \$399,000 held by CWB. (the "**CWB Mortgage**"). Attached to this Fifth Report as **Appendix "18"** is a copy of the correspondence from CWB confirming the amount in respect of the CWB Mortgage was \$268,924.62 as at March 31, 2022. Attached to this Fifth Report as **Appendix "19"** is a copy of the title search conducted on February 24, 2021. GSNH has confirmed to the Receiver that the security held by CWB is valid and enforceable.
  
64. Accordingly, subject to a reserve for the fees of the Receiver and Receiver's Counsel as they relate to the Jubilee Real Property, and the payment of the Receiver's Jubilee Borrowing, the Receiver recommends that it be authorized and directed to distribute from the sale of the Jubilee Property to CWB the maximum sum of \$268,924.62 plus accrued interest on a per diem basis from March 31, 2022 to the date of payment.

**VIII. RECOMMENDATIONS**

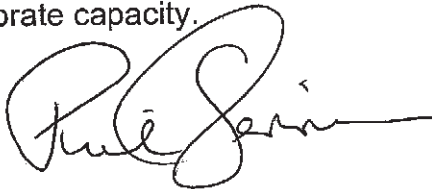
65. For the reasons outlined in this Fifth Report, the Receiver respectfully requests that the Court grant the relief requested in this Fifth Report.

Dated at Toronto this 7<sup>th</sup> day of April, 2022.

**msi Spergel inc.**

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

Per:



---

Philip H. Gennis, JD., CIRP, LIT  
Licensed Insolvency Trustee

# Tab 1

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

THE HONOURABLE MR. ) THURSDAY , THE 8th  
JUSTICE CAVANAGH )  
DAY OF APRIL , 2021

BETWEEN

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

Applicants

-and-

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC., BLESS  
HUI PHARMA INC., 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

**ORDER**  
**(appointing Receiver)**

THIS MOTION made by the Applicants for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing msi Spergel inc. (“**Spergel**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Abu Seifein Brimley Pharma Inc. acquired for, or used in relation to businesses carried on by Abu Seifein Brimley Pharma Inc., was heard this day by ZOOM video conference due to the COVID-19 pandemic.



ON READING the Order of this Court dated November 25, 2020, among other things, appointing Spergel as Receiver of certain of the Respondents (the “**Receivership Order**”) as amended and restated by the Amended and Restated Receivership Order dated February 3, 2021 (as may be further amended and restated from time to time, the “**Amended Receivership Order**”), the Order of this Court dated February 3, 2021 among other things, appointing Spergel as interim receiver of the assets, property and undertaking of Abu Seifein Brimley Pharma Inc. (the “**Interim Receivership Order**”), the Affidavit of Edward Hopkinson sworn October 30, 2020, the Supplemental Affidavit of Edward Hopkinson sworn November 24, 2020, the Affidavit of Edward Hopkinson sworn January 25, 2021, the Supplemental Affidavit of Edward Hopkinson sworn January 29, 2021, and the Affidavit of Edward Hopkinson sworn April 5, 2021 and on hearing the submissions of counsel for the Applicants and the Debtors and the other Counsel listed on the Counsel Slip, no one else appearing although duly served according to the Affidavit of Service of Shallon Garrafa sworn April 6, 2021.

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of Abu Seifein Brimley Pharma Inc. (“**Abu Seifein**”) acquired for, or used in relation to a business carried on by Abu Seifein, including all proceeds thereof (collectively, the “**Property**”).

3. For greater certainty, upon the appointment of Spergel as Receiver of the assets, property and undertaking of Abu Seifein pursuant to the terms of this Order, the Interim Receivership Order shall have no further force and effect. Spergel’s discharge as interim receiver of the assets, property and undertaking of Abu Seifein is confirmed.

## RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of Abu Seifein, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of Abu Seifein;
- (d) to engage pharmacists, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of Abu Seifein or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to Abu Seifein and to exercise all remedies of Abu Seifein in collecting such monies, including, without limitation, to enforce any security held by Abu Seifein;
- (g) to settle, extend or compromise any indebtedness owing to Abu Seifein;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of Abu Seifein for any purpose pursuant to this Order;
  - (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Abu Seifein, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
  - (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
  - (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
    - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
    - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
  - (m) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;



- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of Abu Seifein;
- (q) to enter into agreements with any licensed insolvency trustee in bankruptcy appointed in respect of Abu Seifein including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by Abu Seifein;
- (r) to exercise any shareholder, partnership, joint venture or other rights which Abu Seifein may have;
- (s) to inquire into and report to the Applicants and the Court on the financial condition of Abu Seifein and the Property;
- (t) to file an assignment in bankruptcy on behalf of Abu Seifein;
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (v) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including Abu Seifein, and without interference from any other Person.

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

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

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any client records and prescription information ("**Client Records**"), books, documents, securities, contracts, orders, billing privileges, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of Abu Seifein, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall, subject to Paragraph 7A herein, provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6A. THIS COURT ORDERS that, should the Receiver deem it necessary to seek from any insurance company or its pharmacy benefits manager personal information regarding persons covered pursuant to benefit plans which might have had claims under such plans relating to Abu Seifein, such information shall be sought pursuant to a motion on notice to the insurance company and its pharmacy benefits manager. Such information shall only be released by the insurance

company or its pharmacy benefits manager on the agreement of such insurance company or as provided in the Order so obtained.

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

6A. THIS COURT ORDERS that with respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspects of the Client Records; (ii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the “Custodian”) for the Client Records; (iii) not allow anyone other than the Receiver or the Custodian to have access to the Client Records; and (iv) allow Abu Seifein supervised access to the Client Records for any purposes required pursuant to the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991* or any other governing Ontario or Canadian statute that requires Abu Seifein, from time to time, to perform certain obligations.

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

secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

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

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

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

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

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

11. THIS COURT ORDERS that all rights and remedies Abu Seifein, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or Abu Seifein to carry on any business which Abu Seifein is not lawfully entitled to carry on, (ii) exempt the Receiver or Abu Seifein from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the Order Date or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

15. THIS COURT ORDERS that all employees of Abu Seifein shall remain the employees of Abu Seifein until such time as the Receiver, on Abu Seifein's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect

of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

### **PIPEDA**

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

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

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

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

#### **RECEIVER’S ACCOUNTS**

20. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in

priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

#### **FUNDING OF THE RECEIVERSHIP**

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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



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

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

### **SERVICE AND NOTICE**

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

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

**GENERAL**

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

30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of Abu Seifein.

31. 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.

32. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

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

---

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

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

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

1. THIS IS TO CERTIFY that msi Spergel inc., the Receiver (the "**Receiver**") of the assets, undertakings and properties of Abu Seifein Brimley Pharma Inc ("**Abu Seifein**"). acquired for, or used in relation to businesses carried on by Abu Seifein, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_ day of \_\_\_\_\_, 2021 (the "**Order**") made in an action having Court file number CV-20-00650853-00CL has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Per: \_\_\_\_\_

Name:

Title:

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

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

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

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

Proceeding commenced at Toronto

**ORDER**  
(APPOINTING RECEIVER)

**MILLER THOMSON LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

**Asim Iqbal, LSO#: 61884B**  
Email: [aiqbal@millerthomson.com](mailto:aiqbal@millerthomson.com)

**Gavin H Finlayson, LSO#: 44126D**  
Email: [gfinlayson@millerthomson.com](mailto:gfinlayson@millerthomson.com)

Lawyers for the Applicants

# Tab 2

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

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

BETWEEN

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

Applicants

-and-

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

Respondents

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

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



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

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

## **INTERPRETATION**

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

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

## **SERVICE**

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

## **APPOINTMENT**

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

### **RECEIVER’S POWERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **CONTINUATION OF SERVICES**

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

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

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



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

## **EMPLOYEES**

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

## **PIPEDA**

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

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

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

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

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

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

### **RECEIVER'S ACCOUNTS**

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

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

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

### **FUNDING OF THE RECEIVERSHIP**

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

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

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

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

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

## **SERVICE AND NOTICE**

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

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

### **ALLOCATION**

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

### **GENERAL**

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

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

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

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

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

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

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

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

---

## SCHEDULE "A"

### RECEIVER CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Proceeding commenced at Toronto

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

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

Jeffrey C. Carhart, LSO#: 40947B  
Email: jcarhart@millerthomson.com

Asim Iqbal, LSO#: 61884B  
Email: aiqbal@millerthomson.com

Lawyers for the Applicants

# Tab 3

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR. ) WEDNESDAY, THE  
JUSTICE CAVANAGH ) 3<sup>rd</sup> DAY OF FEBRUARY, 2021

BETWEEN

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

Applicants

-and-

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC., BLESS  
HUI PHARMA INC., 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

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

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing msi Spergel inc. (“Spergel”) as receiver (in such capacity, the “Receiver”) without security, of all of the assets, undertakings and properties of each of the Respondents acquired for, or used in relation to businesses carried on by the Respondents, was heard this day by ZOOM video conference due to the COVID-19 pandemic.

ON READING the Order of this Court dated November 25, 2020, among other things, appointing Spergel as Receiver of the Debtors (as defined below) (the “**Receivership Order**”), the Amended and Restated Receivership Order dated December 7, 2020 amending and restating the Receivership Order, and by the Order of this Court dated January 8, 2021 and the Order of this Court dated January 26, 2021, among other things, authorizing the issuance of this Amended and Restated Receivership Order (as amended and restated, the “**Amended Receivership Order**”), the Affidavit of Edward Hopkinson sworn October 30, 2020, Supplemental Affidavit of Edward Hopkinson sworn November 24, 2020 and on being advised that the Debtors (as defined below) consent to this Order, and on hearing the submissions of counsel for the Applicants and the Debtors and the other Counsel listed on the Counsel Slip, no one else appearing although duly served according to the Affidavit of Service of Asim Iqbal sworn November 24, 2020; and

ON READING the Affidavit of Edward Hopkinson sworn October 30, 2020, Affidavit of Edward Hopkinson sworn January 24, 2021, the Supplemental Affidavit of Edward Hopkinson sworn January 29, 2021, the Reply Affidavit of Edward Hopkinson sworn February 1, 2021, the Report of msi Spergel inc. in its capacity as Proposed Receiver dated January 25, 2021, First Report of msi Spergel inc. in its capacity as Receiver SJ East Pharma Inc., JM Westview Pharma Inc. and others dated February 1, 2021, the Responding Motion Record of the Respondents and the Supplementary Responding Affidavit of Gamal Gerges sworn February 2, 2021, and on hearing the submissions of counsel for the Applicants and the Respondents and the other Counsel listed on the Counsel Slip, no one else appearing although duly served according to the Affidavit of Service of Asim Iqbal, sworn January 25, 2021, and on being advised that the Applicants and the Respondent consent to this Order;

## **INTERPRETATION**

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

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



- (b) January 26, 2021, with respect to JM Westview Pharma Inc. and SJ East Pharma Inc.; and
- (c) February 3<sup>rd</sup>, 2021, with respect to St. Mary Cooksville Pharma Inc., 4231 Sheppard Avenue East Inc., Jubilee Property Investors Inc., and JG Windsor Inc.

### **SERVICE**

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

### **APPOINTMENT**

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of each of the Respondents, being 4231 Sheppard Avenue East 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. (together, the “**Debtors**”) acquired for, or used in relation to a business carried on by each of the Debtors, including all proceeds thereof (collectively, the “**Property**”).

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors (or any one of them), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors (or any one of them);
- (d) to engage pharmacists, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors (or any one of them) or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors (or any one of them) and to exercise all remedies of the Debtors (or any one of them) in collecting such monies, including, without limitation, to enforce any security held by the Debtors (or any one of them);
- (g) to settle, extend or compromise any indebtedness owing to the Debtors (or any one of them);
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors (or any one of them), for any purpose pursuant to this Order;



- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (or any one of them), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
  - (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
  - (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
    - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
    - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
  - (m) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;
  - (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the

Receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors (or any one of them);
- (q) to enter into agreements with any licensed insolvency trustee in bankruptcy appointed in respect of the Debtors (or any one of them), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors (or any one of them);
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors (or any one of them) may have;
- (s) to inquire into and report to the Applicants and the Court on the financial condition of the Debtors (or any one of them) and the Property;
- (t) to file an assignment in bankruptcy on behalf of the Debtors (or any one of them);
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (v) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors (or any one of them), and without interference from any other Person.

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

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental



bodies or agencies, or other entities having notice of this Order, including, but not limited to the Ontario College of Pharmacists, the Ministry of Health and Long-Term Care, the Ontario Drug Benefit Program and any insurance company (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any client records and prescription information ("**Client Records**"), books, documents, securities, contracts, orders, billing privileges, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors (or any one of them), and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall, subject to Paragraph 7A herein, provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give

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

7A. THIS COURT ORDERS that with respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspects of the Client Records; (ii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the "Custodian") for the Client Records; (iii) not allow anyone other than the Receiver or the Custodian to have access to the Client Records; and (iv) allow the Debtors (or any one of them) supervised access to the Client Records for any purposes required pursuant to the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991* or any other governing Ontario or Canadian statute that requires the Debtors (or any one of them), from time to time, to perform certain obligations.

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



**NO PROCEEDINGS AGAINST THE RECEIVER**

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

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

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

11. THIS COURT ORDERS that all rights and remedies against the Debtors (or any one of them), the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors (or any one of them) to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors (or any one of them) from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the Order Date or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

15. THIS COURT ORDERS that all employees of the Debtors (or any one of them) shall remain the employees of the Debtors (or any one of them) until such time as the Receiver, on the applicable Debtor's (or Debtors') behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer



liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

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

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

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

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

### **RECEIVER’S ACCOUNTS**

20. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in



priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

#### **FUNDING OF THE RECEIVERSHIP**

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$600,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

### **SERVICE AND NOTICE**

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

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



## **ALLOCATION**

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

## **GENERAL**

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

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

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

33. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

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



---

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

FEB 05 2021

PER / PAR:



**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

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

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

1. THIS IS TO CERTIFY that msi Spergel inc., the Receiver (the "**Receiver**") of the assets, undertakings and properties of 4231 Sheppard Avenue East 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. (collectively the "**Debtors**") acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_ day of \_\_\_\_\_, 2021 (the "**Order**") made in an action having Court file number CV-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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



4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Per: \_\_\_\_\_

Name:

Title:

1951584 ONTARIO INC. et al.  
Applicants

and BLESS HUI PHARMA INC., et al.  
Respondents

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

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

Proceeding commenced at Toronto

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

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

Jeffrey C. Carhart, LSO#: 40947B  
Email: jcarhart@millerthomson.com

Asim Iqbal, LSO#: 61884B  
Email: aiqbal@millerthomson.com

Lawyers for the Applicants

# Tab 4

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR. ) WEDNESDAY, THE  
JUSTICE CAVANAGH ) 25<sup>th</sup> DAY OF NOVEMBER, 2020

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  
JIMMY’S PHARMA INC., BLESS HUI PHARMA INC., BLESS PHARMA INC., JG  
WINDSOR INC., JIMMY’S GROUP INVESTORS INC., JM WESTVIEW PHARMA INC.,  
JUBILEE PROPERTY INVESTMENTS INC., MAPLE MEDI PHARMA INC., RESIDENT  
MEDICAL GROUP INC., RIVER HILL PHARMACY LTD., S&J PROPERTY INVESTORS  
INC., SJ COLBORNE PHARMA INC., SJ EAST PHARMA INC., ST. MARY COOKSVILLE  
PHARMA INC., ST. MARY THEOTOKOS PHARMA INC., STONEY CREEK PHARMA  
INC., TORONTO APOTHECARY PHARMA INC., TORONTO SURREY PHARMA INC.,  
WESTWAY HOLDINGS INC. and OLDE WALKERVILLE HOLDINGS INC.

Respondents

**ORDER**  
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing msi Spergel inc. (“**Spergel**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of each of 4231 Sheppard Avenue East Inc., Abu Seifein Brimley Pharma Inc., Bless Jimmy’s Pharma Inc., Bless Hui Pharma Inc., Bless Pharma Inc., JG Windsor Inc., Jimmy’s Group Investors Inc., JM Westview Pharma Inc., Jubilee Property Investments Inc.,





Maple Medi Pharma Inc., Resident Medical Group Inc., River Hill Pharmacy Ltd., S&J Property Investors Inc., SJ Colborne Pharma Inc., SJ East Pharma Inc., St. Mary Cooksville Pharma Inc., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Toronto Surrey Pharma Inc., Westway Holdings Inc. and Olde Walkerville Holdings Inc. acquired for, or used in relation to businesses carried on by the Respondents, was heard this day by ZOOM video conference due to the COVID-19 pandemic.

ON READING the Affidavit of Edward Hopkinson sworn October 30, 2020, Supplemental Affidavit of Edward Hopkinson sworn November 24, 2020 and on being advised that the Debtors (as defined below) consent to this Order, and on hearing the submissions of counsel for the Applicants and the Debtors and the other Counsel listed on the Counsel Slip, no one else appearing although duly served according to the Affidavit of Service of Asim Iqbal sworn November 24, 2020;

#### **SERVICE**

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

#### **APPOINTMENT**

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

#### **RECEIVER’S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality



of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors (or any one of them), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors (or any one of them);
- (d) to engage pharmacists, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors (or any one of them) or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors (or any one of them) and to exercise all remedies of the Debtors (or any one of them) in collecting such monies, including, without limitation, to enforce any security held by the Debtors (or any one of them);
- (g) to settle, extend or compromise any indebtedness owing to the Debtors (or any one of them);

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors (or any one of them), for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (or any one of them), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;



- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors (or any one of them);
- (q) to enter into agreements with any licensed insolvency trustee in bankruptcy appointed in respect of the Debtors (or any one of them), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors (or any one of them);
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors (or any one of them) may have;
- (s) to inquire into and report to the Applicants and the Court on the financial condition of the Debtors (or any one of them) and the Property; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (u) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors (or any one of them), and without interference from any other Person.

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

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons

acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including, but not limited to the Ontario College of Pharmacists, the Ministry of Health and Long-Term Care, the Ontario Drug Benefit Program and any insurance company (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any client records and prescription information ("**Client Records**"), books, documents, securities, contracts, orders, billing privileges, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors (or any one of them), and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall, subject to Paragraph 6A herein, provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5A. THIS COURT ORDERS that, should the Receiver deem it necessary to seek from any insurance company or its pharmacy benefits manager personal information regarding persons covered pursuant to benefit plans which might have had claims under such plans relating to the Debtors (or any one of them), such information shall be sought pursuant to a motion on notice to the insurance company and its pharmacy benefits manager. Such information shall only be released by the insurance company or its pharmacy benefits manager on the agreement of such insurance company or as provided in the Order so obtained.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service



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

6A. THIS COURT ORDERS that with respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspects of the Client Records; (ii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the "Custodian") for the Client Records; (iii) not allow anyone other than the Receiver or the Custodian to have access to the Client Records; and (iv) allow the Debtors (or any one of them) supervised access to the Client Records for any purposes required pursuant to the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991* or any other governing Ontario or Canadian statute that requires the Debtors (or any one of them), from time to time, to perform certain obligations.

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

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

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

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtors (or any one of them), the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors (or any one of them) to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors (or any one of them) from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

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



### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtors (or any one of them) shall remain the employees of the Debtors (or any one of them) until such time as the Receiver, on the applicable Debtor's (or Debtors') behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer

liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

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

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



### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

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

### **RECEIVER’S ACCOUNTS**

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in

priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

#### **FUNDING OF THE RECEIVERSHIP**

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$450,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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



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

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

### **SERVICE AND NOTICE**

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

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

## **ALLOCATION**

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

## **GENERAL**

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

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

31. 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.

32. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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



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

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



---

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

DEC 01 2020

PER / PAR: 

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

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

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

1. THIS IS TO CERTIFY that msi Spergel inc., the Receiver (the "Receiver") of the assets, undertakings and properties of 2503338 Ontario Inc., 4231 Sheppard Avenue, Abu Seifein Brimley Pharma Inc., Bless Jimmy's Pharma Inc., Bless Pharma Inc., JG Windsor Inc., Jimmy's Group Investors Inc., JM Westview Pharma Inc., Jubilee Property Investments Inc., Maple Medi Pharma Inc., Resident Medical Group Inc., River Hill Pharmacy Ltd., S&J Property Investors Inc., SJ Colborne Pharma Inc., St. Mary Cooksville Pharma Inc., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Toronto Surrey Pharma Inc., Westway Holdings Inc., and Olde Walkerville Holdings Inc., (collectively the "Debtors") acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_ day of \_\_\_\_\_, 2020 (the "Order") made in an action having Court file number CV-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

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

Per: \_\_\_\_\_

Name:

Title:

1951584 ONTARIO INC. et al.  
Applicants

and 4231 SHEPPARD AVENUE EAST INC., et al.  
Respondents

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

---

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

Proceeding commenced at Toronto

---

**ORDER  
(APPOINTING RECEIVER)**

---

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

Jeffrey C. Carhart, LSO#: 40947B  
Email: jcarhart@millertomson.com

Asim Iqbal, LSO#: 61884B  
Email: aiqbal@millertomson.com

Tamie Dolny, LSO#: 77958U  
Email: tdolny@millertomson.com

Lawyers for the Applicants



Tab 5

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. ) TUESDAY, THE 7<sup>th</sup>  
JUSTICE CAVANAGH ) DAY OF SEPTEMBER, 2021

BETWEEN



CWB MAXIUM FINANCIAL INC.

Applicant

- and -

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC., ANOOP BRIGHTON PHARMACY 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

**ORDER**  
**(appointing Receiver: Sigma Healthcare Inc.)**

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. ("**Spergel**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of **Sigma Healthcare Inc.** (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by video conference.

ON READING the Affidavit of Edward Hopkinson sworn August 3, 2021, 2021 and the Supplemental Affidavit of Edward Hopkinson sworn August 6, 2021, and on hearing the submissions of counsel for the Applicant, counsel for the Debtor and counsel for Spergel in its capacity as Interim Receiver of the Debtor and the parties listed on the Counsel Slip, no one other party attending although duly served as appears from the affidavit of service of Shallon Garrafa sworn August 30, 2021 and on reading the consent of Spergel to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**").

### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered

and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage pharmacists, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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



- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any licensed insolvency trustee in bankruptcy appointed in respect of the Debtor including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to inquire into and report to the Applicants and the Court on the financial condition of each the Debtor and the Property;
- (t) to file an assignment in bankruptcy on behalf of the Debtor;
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any client records and prescription information ("**Client Records**"), books, documents, securities, contracts, orders, billing privileges, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall, subject to Paragraph 6A herein, provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5A. THIS COURT ORDERS that, should the Receiver deem it necessary to seek from any insurance company or its pharmacy benefits manager personal information regarding persons covered pursuant to benefit plans which might have had claims under such plans relating to the Debtor, such information shall be sought pursuant to a motion on notice to the insurance company and its pharmacy benefits manager. Such information shall only be released by the insurance company or its pharmacy benefits manager on the agreement of such insurance company or as provided in the Order so obtained.

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

6A. THIS COURT ORDERS that with respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspects of the Client Records; (ii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the "Custodian") for the Client Records; (iii) not allow anyone other than the Receiver or the Custodian to have access to the Client Records; and (iv) allow the Debtor supervised access to the Client Records for any purposes required pursuant to the *Regulated Health Professions*

*Act, 1991, the Pharmacy Act, 1991* or any other governing Ontario or Canadian statute that requires the Debtor, from time to time, to perform certain obligations.

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

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

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

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

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

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

10. THIS COURT ORDERS that all rights and remedies of the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver

or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any



of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

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

## **PIPEDA**

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

shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

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

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

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable

Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

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

#### **RECEIVER'S ACCOUNTS**

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

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

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

#### **FUNDING OF THE RECEIVERSHIP**

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all

Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

### **SERVICE AND NOTICE**

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

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

### **GENERAL**

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



29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. 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.

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

34. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Applicant are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other

correspondence, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

---

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

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

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

35. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "Receiver") of the assets, undertakings and properties of **Sigma Healthcare Inc.** acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 7th day of September, 2021 (the "Order") made in an action having Court file number CV-20-00650853-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**CWB MAXIUM FINANCIAL INC.**  
Applicants

and **4231 SHEPPARD AVENUE EAST INC.** et al.  
Respondents

Court File No: CV-20-006650853-00CL

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

Proceeding commenced at Toronto

**ORDER**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
Toronto, ON Canada M5H 3S1

**Asim Iqbal LSO#: 61884B**

Tel: 416.595.8596 / Fax: 416.595.8695  
Email: aiqbal@millerthomson.com

**Gavin H Finlayson, LSO#: 44126D**

Tel: 416.595.8619 / Fax: 416.595.8695  
Email: gfinlayson@millerthomson.com

Lawyers for the Applicants



# Tab 6

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

THE HONOURABLE MR. ) THURSDAY, THE 12TH  
 )  
JUSTICE PATTILLO ) DAY OF AUGUST, 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

**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 for an order (a) approving the First Report of the Receiver dated February 1, 2021 (the “**First Report**”) and the Second Report of the Receiver dated August 4, 2021 (the “**Second Report**”) including the Receiver’s activities described therein and the Receiver’s statements of receipts and

disbursements for each of the Respondents, appended to the Second Report, (b) approving the fees and disbursements of the Receiver, and (c) sealing Confidential Appendices 1-11 to the Receiver's Second Report was heard this day at 330 University Avenue, Toronto, by videoconference by reason of the COVID-19 pandemic.

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

**I. SERVICE**

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the Second Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

**II. APPROVAL OF RECEIVER'S REPORTS, ACTIVITIES AND FEES**

2. THIS COURT ORDERS that the First Report and the Second Report, including the statements of receipts and disbursements for each of the Respondents appended to the Second Report, as well as the activities described therein, be and are hereby approved, provided, however, that only (i) the Receiver and (ii) msi Spergel Inc. in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. THIS COURT ORDERS that the fees, costs and expenses of the Receiver, as set out in the fee affidavit of Mukul Manchanda sworn August 4, 2021 appended to the Second Report, be and hereby are approved.

### **III. SEALING**

4. THIS COURT ORDERS that Confidential Appendices 1-11 to the Second Report are sealed from the public record until the earlier of the filing of the Receiver's Certificate (as defined in the applicable approval and vesting order) for the closing on the applicable transaction, or further court order.

### **IV. MISCELLANEOUS**

5. 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.

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

  
\_\_\_\_\_

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

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**  
Proceeding commenced in TORONTO

**ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as court-appointed receiver of the Respondents



Tab 7

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

THE HONOURABLE MR.	)	WEDNESDAY, THE 10 <sup>TH</sup>
	)	
JUSTICE CAVANAGH	)	DAY OF NOVEMBER, 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., SIGMA HEALTHCARE INC., SJ EAST PHARMA INC.,  
ST. MARY COOKSVILLE PHARMA INC., ST. MARY THEOTOKOS PHARMA INC.,  
STONE CREEK PHARMA INC., TORONTO APOTHECARY PHARMA INC.,  
WESTWAY HOLDINGS INC. and OLDE WALKERVILLE HOLDINGS INC.

Respondents

**ORDER**

**THIS MOTION**, made by msi Spergel Inc. (“**Spergel**”) in its capacity as the court-appointed receiver (in such capacity, the “**Receiver**”) of the undertaking, property and assets of the Respondents for the orders herein, was heard this day at 330 University Avenue, Toronto, by videoconference by reason of the COVID-19 pandemic.

**ON READING** the third report of the Receiver dated November 3, 2021 (the “**Third Report**”), the supplement to the Third Report dated November 9, 2021 (the “**Supplementary Report**”), and on hearing the submissions of counsel for the Receiver and such other counsel present as may be indicated on the counsel slip, no one appearing for any other person on the service list although properly served as appears from the affidavit of service, filed:

**I. SERVICE**

1. **THIS COURT ORDERS** that the time for service of the motion record and factum in respect of this motion, the Third Report and the Supplementary Report, is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

**II. APPROVAL OF RECEIVER’S REPORTS, ACTIVITIES AND FEES**

2. **THIS COURT ORDERS** that the Third Report, including the statements of receipts and disbursements for each of the Respondents appended to it, and the Supplementary Report, as well as the activities described therein, be and are hereby approved, provided, however, that only (i) the Receiver and (ii) Spergel in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. **THIS COURT ORDERS** that the fees, costs and expenses of the Receiver, as set out in the fee affidavit of Mukul Manchanda sworn November 2, 2021, and the fees, costs and expenses of the Receiver’s independent legal counsel, as set out in the affidavit of Joël

Turgeon sworn November 3, 2021, both of which are appended to the Third Report, be and hereby are approved (the “**Approved Fees**”).

4. **THIS COURT ORDERS** that the fee accruals (as outlined in paragraph 74 of the Third Report), plus applicable taxes, in respect of the completion of the administration of the Completed Estates (term defined below) (the “**Fee Accruals**”), be and are hereby approved.

5. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to pay the Approved Fees and the Fee Accruals (as the latter becomes due) out of funds available in the respective estate of those Respondents in respect of which the Approved Fees and/or the Fee Accruals were incurred.

### **III. DECLARATION RE: TERMINATED BLESS HUI TRANSACTION**

6. **THIS COURT ORDERS AND DECLARES** that the Bless Hui Transaction (term is defined in the Third Report) has been terminated as of September 10, 2021 due to the purchasers’ failure to close the transaction in accordance with the Bless Hui APS (term defined in the Third Report), and that the Receiver is hereby authorized and directed to retain the deposit paid to the Receiver in accordance with the Bless Hui APS as liquidated damages for the same, the whole without prejudice to any other remedy that the Receiver may now or hereafter have whether under the Bless Hui APS or at law.

### **IV. DISTRIBUTIONS**

7. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to make the distributions of which the details are set out in paragraphs 79 to 124 of the Third

Report, as supplemented and/or amended by paragraphs 9 and 10 of the Supplementary Report, the whole subject to such prior steps as may be set out in the Third Report or the Supplementary Report or deemed necessary or preferable by the Receiver, acting reasonably, including the receipt of formal claims from Canada Revenue Agency and the obtaining of independent security opinions, as may be applicable.

**V. DISCHARGE IN RESPECT OF CERTAIN RESPONDENTS**

8. **THIS COURT ORDERS** that upon the Receiver having completed the administration of the estates of St. Mary Theotokos Pharma Inc., Westway Holdings Inc., St. Mary Cooksville Pharma Inc., SJ East Pharma Inc. and JM Westview Pharma Inc. (together, the “**Completed Estates**”), as evidenced in each individual case by its filing a certificate substantially in the form of Schedule A hereto (the “**Receivership Completion Certificate**”) certifying that it has completed the administration of the applicable Completed Estate, Spergel shall be discharged as Receiver of the applicable Respondent and Completed Estate, but until the filing of a Receivership Completion Certificate in respect of a given Completed Estate, the Receiver shall remain in such office for that Completed Estate, save by court order. Notwithstanding its discharge from any Completed Estate, the Receiver shall:

- a. remain Receiver of that Completed Estate for the performance of such incidental duties as may appear to be required to complete its administration after the filing of the Receivership Completion Certificate, and



- b. continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Spergel, in its capacity as Receiver.

9. **THIS COURT ORDERS** that upon the Receiver filing a Receivership Completion Certificate and save further court order, Spergel shall be released and discharged from any and all liability that Spergel now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Spergel while acting in its capacity as Receiver of the applicable Completed Estate, save gross negligence or wilful misconduct. Without limiting the generality of the foregoing, Spergel shall, upon its filing a Receivership Completion Certificate, be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in respect of the applicable Completed Estate, save and except gross negligence or wilful misconduct.

#### **VI. SEALING**

10. **THIS COURT ORDERS** that Confidential Appendices 1-6 to the Third Report be and hereby are sealed from the public record until the earlier of the filing of the Receiver's Certificate (as defined in the applicable approval and vesting order) for the closing on the applicable transaction, or further court order.

#### **VII. MISCELLANEOUS**

11. **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.

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

---

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

**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

---

**RECEIVER'S CERTIFICATE OF COMPLETION**

---

**WHEREAS:**

- a. pursuant to the orders of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 25, 2020, January 26, 2021, February 3, 2021, April 8, 2021 and September 7, 2021 made in this court file, msi Spergel Inc. ("**Spergel**") was appointed receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of the Respondents.
- b. pursuant to an order of the Court dated November 10, 2021, Spergel was discharged as Receiver of the Completed Estates (term defined in said order), including that of

the Respondent \_\_\_\_\_  
(the “**Applicable Respondent**”), such discharge being effective in respect of the  
Applicable Respondent upon the Receiver filing the present certificate.

**THE RECEIVER HEREBY CERTIFIES** that all matters to be attended to in  
connection with the receivership of the Applicable Respondent have been completed to the  
satisfaction of the Receiver.

DATED AT TORONTO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

**msi Spergel Inc.**, solely in its capacity as the  
court-appointed receiver of the Applicable  
Respondent, with no personal or corporate  
liability

Per:

\_\_\_\_\_

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

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

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced in TORONTO**

**ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as court-appointed receiver of the Respondents

Tab 8



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

THE HONOURABLE MADAM	)	TUESDAY, THE 1 <sup>ST</sup>
	)	
JUSTICE CONWAY	)	DAY OF FEBRUARY, 2022

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

**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 for an order (a) approving the Fourth Report of the Receiver dated January 27., 2022 (the “**Fourth Report**”) including the Receiver’s activities described therein and the Receiver’s statements of receipts and disbursements for each of the Respondents, appended to the Fourth Report, (b) approving the

fees and disbursements of the Receiver, and (c) sealing Confidential Appendices 1 and 2 to the Receiver's Fourth Report was heard this day at 330 University Avenue, Toronto, by videoconference by reason of the COVID-19 pandemic.

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

**I. SERVICE**

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the Second Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

**II. APPROVAL OF RECEIVER'S REPORTS, ACTIVITIES AND FEES**

2. THIS COURT ORDERS that the Fourth Report, including the statements of receipts and disbursements for each of the Respondents appended to the Fourth Report, as well as the activities described therein, be and are hereby approved, provided, however, that only (i) the Receiver and (ii) msi Spergel Inc. in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. THIS COURT ORDERS that the fees, costs and expenses of the Receiver, as set out in the fee affidavit of Mukul Manchanda sworn January 24, 2022 appended to the Fourth Report, be and hereby are approved.

### **III. SEALING**

4. THIS COURT ORDERS that Confidential Appendices 1 and 2 to the Fourth Report are sealed from the public record until the earlier of the filing of the Receiver's Certificate (as defined in the approval and vesting order) for the closing on the applicable transaction, or further court order.

### **IV. MISCELLANEOUS**

5. 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.

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

  
\_\_\_\_\_

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

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**  
Proceeding commenced in TORONTO

**ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as court-appointed receiver of the Respondents

# Tab 9



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

(Seller's Initials)

OR

This Listing is Exclusive

EXCLUSIVE (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 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 1 day of April, 2021

until 11:59 p.m. on the 30 day of September, 2021 (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):

(Signature)

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license. © 2021, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



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:

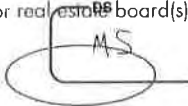
MS

INITIALS OF SELLER(S):

[Signature]

- 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):






The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2021, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre set portion. OREA bears no liability for your use of this form.



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:

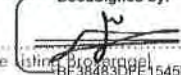
  
(Does)

  
(Does Not)

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.

- 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, c.17 as amended from time to time.
- 17. SCHEDULE(S)** A 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:  3/22/2021 Maged Babawy  
(Authorized to bind the listing Brokerage) (Date) (Name of Person Signing)  
BF38483DPE1545B...

**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 Spergel inc. solely in its capacity as court-appointed receiver  
(Name of Seller)

 March 24, 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 Babawy  
(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)  
BF38483DPE1545B...


**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 24<sup>th</sup> day of March, 2021

 March 24, 2021  
(Signature of Seller) (Date)

(Signature of Seller) (Date)

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.  
© 2021, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

## SCHEDULE "A"

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.





# Listing Agreement – Commercial

## Seller Representation Agreement

### Authority to Offer for Sale

**Form 520**  
for use in the Province of Ontario

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 Old 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 01 day of April, 2021

**until** 11:59 p.m. on the 30 day of September, 2021 (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:

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.**



**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.

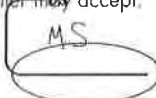
**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

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):**



**R** The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.  
© 2021, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



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):

[Signature]



- 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:



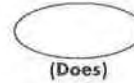
INITIALS OF SELLER(S):



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.



- 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)** A ..... 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 Seller) [Signature] 3/22/2021 Maged Bebawy  
(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 Spergel inc., solely in its capacity as court-appointed receiver  
(Name of Seller)

[Signature] (Signature of Seller/Authorized Signing Officer) ● March 24, 2021 (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]  
(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** 24th **day of** March **, 20** 21

[Signature] (Signature of Seller) (Date) March 24, 2021  
(Signature of Seller) (Date)

**R** The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.  
© 2021, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

## SCHEDULE "A"

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.







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

**Form 520**  
for use in the Province of Ontario

This is a **Multiple Listing Service® Agreement**

  
  
(Seller's Initials)

OR

This Listing is **Exclusive**

  
  
(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 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.**

  
(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.

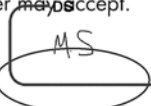
**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.**

  
(Seller's Initials)

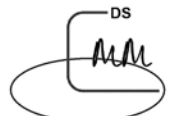
**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):  
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of 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:**



**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:

MS

INITIALS OF SELLER(S):

MM



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:

(Does)

(Does Not)

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.

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

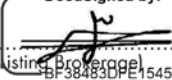
14. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of 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 Spergel 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**

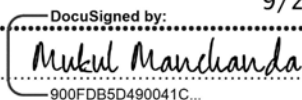
The Salesperson/Broker/Broker of Record ..... Maged Bebawy  
(Name of Salesperson/Broker/Broker of Record)


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)

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.  
© 2021, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



Form 521

for use in the Province of Ontario

Amendment to Listing Agreement - Commercial Authority to Offer for Sale

RE: LISTING AGREEMENT - COMMERCIAL AUTHORITY TO OFFER FOR SALE (Agreement) FOR:

PROPERTY ADDRESS: 870 Erie St E

BETWEEN: SELLER: Msi Spergel Inc.

AND BROKERAGE: RE/MAX WEST REALTY INC., BROKERAGE

MLS® NUMBER(S): X5387609 L/BR ID. #

INTERBOARD MLS® NUMBER: BOARD:

LISTING EXPIRY DATE: 3/30/2022

The Seller and the Brokerage hereby agree that the above described Agreement is amended as stated below:

1. LISTING PRICE: Current Listing Price 399000 New Listing Price 1.00 (Seller's Initials)
2. EXPIRY DATE: Current Expiry Date New Expiry Date (Seller's Initials)
3. OTHER AMENDMENTS: a) b) (Seller's Initials)

All other terms and provisions of the Agreement remain in full force and effect. An extension of the expiry date must be signed and dated prior to expiration of the Agreement. The Brokerage agrees to immediately notify the Real Estate Board(s) of the amendment(s) in accordance with the MLS® Rules and Regulations, provided that this is an MLS® listing. This Amendment to Listing Agreement - Commercial shall not take effect unless signed by all parties set out below, and initialed where applicable. For the purposes of this Amendment to Listing Agreement - Commercial: "Seller" includes vendor and Real Estate Board(s) includes Real Estate Association(s). The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

All of the undersigned, hereby acknowledge receipt of a copy of this Amendment to Listing Agreement - Commercial.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal: Mukul Manchanda November 3, 2021 Mukul Manchanda (Seller) (Seal) (Date) (Print Name of Person Signing)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the amendment to the Agreement for 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) (Print Name of Person Signing)

RE/MAX WEST REALTY INC., BROKERAGE

(Name of Brokerage) DocuSigned by: November 3, 2021 Maged Bebawy (Authorized to bind the Brokerage) (Date) (Print Name of Person Signing)

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license. © 2021, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



# Listing Agreement – Commercial

## Seller Representation Agreement

### Authority to Offer for Sale

**Form 520**

for use in the Province of Ontario

This is a **Multiple Listing Service® Agreement**

  
  
(Seller's Initials)

OR

This Listing is **Exclusive**

  
  
(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 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.**

  
(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.**

  
(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.

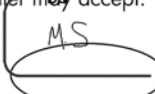
**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

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** .....

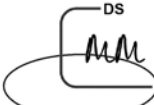
**the BROKERAGE to receive a commission payment-if any-from the buyer in addition to the commission described above**


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

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2021, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



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:

MS

INITIALS OF SELLER(S):

MM



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:

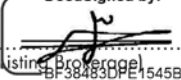
(Does)

(Does Not)

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.

- 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 Spergel 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**

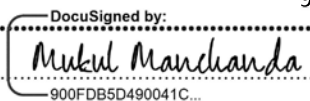
The Salesperson/Broker/Broker of Record ..... Maged Bebawy .....  
(Name of Salesperson/Broker/Broker of Record)


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**

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

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.  
© 2021, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



# Amendment to Listing Agreement - Commercial Authority to Offer for Sale

Form 521

for use in the Province of Ontario

RE: LISTING AGREEMENT - COMMERCIAL AUTHORITY TO OFFER FOR SALE (Agreement) FOR:

PROPERTY ADDRESS: 1701 Wyandotte St E

BETWEEN: SELLER: Msi Spergel Inc.

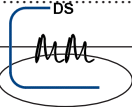




AND BROKERAGE: RE/MAX WEST REALTY INC., BROKERAGE

MLS® NUMBER(S): X5387528 L/BR ID. #

INTERBOARD MLS® NUMBER: BOARD:

LISTING EXPIRY DATE: 3/30/2022

The Seller and the Brokerage hereby agree that the above described Agreement is amended as stated below:

<p><b>1. LISTING PRICE:</b></p> <p>Current Listing Price..... 449000      New Listing Price..... 1.00</p>	 (Seller's Initials)
<p><b>2. EXPIRY DATE:</b></p> <p>Current Expiry Date.....      New Expiry Date.....</p> <p>Seller acknowledges that the length of time period for the Agreement is negotiable between the Seller and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), <b>if the length of time period exceeds six months, the Brokerage must obtain the Seller's initials.</b></p>	 (Seller's Initials)  (Seller's Initials)
<p><b>3. OTHER AMENDMENTS:</b></p> <p>a) .....</p> <p>b) .....</p>	 (Seller's Initials)  (Seller's Initials)

All other terms and provisions of the Agreement remain in full force and effect.

An extension of the expiry date must be signed and dated prior to expiration of the Agreement. The Brokerage agrees to immediately notify the Real Estate Board(s) of the amendment(s) in accordance with the MLS® Rules and Regulations, provided that this is an MLS® listing.

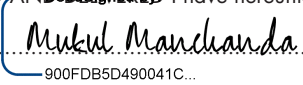
**This Amendment to Listing Agreement - Commercial shall not take effect unless signed by all parties set out below, and initialed where applicable.**

For the purposes of this Amendment to Listing Agreement - Commercial: "Seller" includes vendor and Real Estate Board(s) includes Real Estate Association(s).

The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

All of the undersigned, hereby acknowledge receipt of a copy of this Amendment to Listing Agreement - Commercial.

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

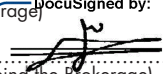
      december 2, 2021      Mukul Manchanda  
 (Seller)      (Seal) (Date)      (Print Name of Person Signing)

(Seller)      (Seal) (Date)      (Print Name of Person Signing)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the amendment to the Agreement for 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)      (Print Name of Person Signing)

## RE/MAX WEST REALTY INC., BROKERAGE

(Name of Brokerage)      DocuSigned by:      december 2, 2021      Maged Bebawy  
  
 (Authorized to bind Brokerage)      (Date)      (Print Name of Person Signing)

Tab 10



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



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

## **7 Pharmacies for Sale** **Great Opportunities**



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

- 1- 280 Spadina Ave Q, Toronto, ON (MLS#: E5175574)**
- 2- 872 Markham Rd, Toronto, ON (MLS#: E5175574)**
- 3- 2535 Major Mackenzie Dr 10, Vaughan, ON (MLS#: N5175570)**
- 4- 2086 Lawrence Ave W 1, Toronto, ON (MLS#: W5175566)**
- 5- 800 Queenston Rd 4, Hamilton, ON (MLS#: X5175568)**
- 6- 1701 Wyandotte St E Windsor, ON (MLS#: X5175571)**
- 7- 870 Erie St E, Windsor, ON (MLS#: X5175573)**

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

**All Offers will be Reviewed May 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](http://www.linkedin.com/in/maged-bebawy-6562001b)**



## Philip Gennis

---

**From:** Maged Bebawy <magedseng@yahoo.com>  
**Sent:** April 5, 2022 11:14 AM  
**To:** Philip Gennis  
**Subject:** Fw: 7 Pharmacies for sale , For The Best Offer - By Msi Spergel Inc., Solely In Its Capacity As Court-Appointed Receiver  
**Attachments:** Pharmacy Fax 7 pharmacy.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

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

**From:** Maged Bebawy <magedseng@yahoo.com>  
**To:** PHILIP GENNIS <pgennis@spergel.ca>  
**Sent:** Sunday, August 1, 2021, 11:50:13 p.m. EDT  
**Subject:** 7 Pharmacies for sale , For The Best Offer - By Msi Spergel Inc., Solely In Its Capacity As Court-Appointed Receiver

- 1-April 01, all 7 listings were available for all real estate agents in Ontario in MLS listing system
- 2-April April 01, all 7 listings were available for all public in Canada at Realtor.Ca website
- 3-April 01, Email sent to about 800 potential buyers in Ontario by email
- 4-Many emails sent thought the month of April to several groups or interested buyers
- 5-April 08 Fax broadcast sent to 4695 pharmacies in Ontario (as attached) using Pipeline Media, broadcasting company

Here is the report

### BROADCAST COMPLETED

Billing Code : MSI  
Pages : 1  
Total Destinations : 4692  
**Successful Destinations : 4093**  
Failed Destinations : 599



6- April 14 Fax broadcast sent to 4695 pharmacies in Ontario (as attached) using Pipeline Media, broadcasting company

Here is the report

**BROADCAST COMPLETED**

Billing Code : MSI

Pages : 1

Total Destinations : 4692

**Successful Destinations : 4242**

Failed Destinations : 450

=====

7- accepting the offer date extended to May 10,2021 to give more chance to every interested buyer to submit an offer

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:** April 5, 2022 11:14 AM  
**To:** Philip Gennis  
**Subject:** Fw: 7 Pharmacies for sale , For The Best Offer - By Msi Spergel Inc., Solely In Its Capacity As Court-Appointed Receiver  
**Attachments:** For sale\_ #4 -800 QUEENSTON RD, Hamilton, Ontario L8G1A7 - X5175568 \_ REALTOR.ca.pdf; For sale\_ #1 -2086 LAWRENCE AVE W, Toronto, Ontario M9N1J1 - W5175566 \_ REALTOR.ca.pdf; For sale\_ #10 -2535 MAJOR MACKENZIE DR, Vaughan, Ontario L6A1C7 - N5175570 \_ REALTOR.ca.pdf; For sale\_ 842 MARKHAM RD, Toronto, Ontario M1H2Y1 - E5175574 \_ REALTOR.ca.pdf; For sale\_ #Q -280 SPADINA AVE, Toronto, Ontario M5T3A5 - C5175572 \_ REALTOR.ca.pdf; 7 Pharmacies for sale.pdf; Pharmacy Fax 7 pharmacy.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

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

**From:** Maged Bebawy <magedseng@yahoo.com>  
**To:** PHILIP GENNIS <pgennis@spergel.ca>  
**Sent:** Monday, August 2, 2021, 09:22:16 a.m. EDT  
**Subject:** 7 Pharmacies for sale , For The Best Offer - By Msi Spergel Inc., Solely In Its Capacity As Court-Appointed Receiver

1-April 01, all 7 listings were available for all real estate agents in Ontario in MLS listing system see attachment

2-April April 01, all 7 listings were available for all public in Canada at Realtor.Ca website see attachments

3-April 01, Email sent to about 800 potential buyers in Ontario by email

4-Many emails sent thought the month of April to several groups or interested buyers

5- April 08 Fax broadcast sent to **4695 pharmacies ( all comunity pharmacies in Ontario)** (as attached) using Pipeline Media, broadcasting company

Pipeline Media  
PO Box 366, Station B, Toronto, Ontario  
M5T 2W2 Canada  
Tel: 1-866-565-5317 Fax: 1-866-398-1940  
General Inquiries: info@pipelinecom.net  
Send a Broadcast: broadcast@pipelinecom.net



Here is the report

**BROADCAST COMPLETED**

Billing Code : MSI

Pages : 1

Total Destinations : 4692

**Successful Destinations : 4093**

Failed Destinations : 599

6- April 14 Fax broadcast sent to 4695 pharmacies in Ontario ( **all comunity pharmacies in Ontario**) (as attached) using Pipeline Media, broadcasting company

Here is the report

**BROADCAST COMPLETED**

Billing Code : MSI

Pages : 1

Total Destinations : 4692

**Successful Destinations : 4242**

Failed Destinations : 450

=====

7- So many calles communcations we many intrsted buyers

8- accepting the offer date extended to May 10,2021 to give more chance to every interested buyer to submit an offer

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:** April 5, 2022 11:16 AM  
**To:** Philip Gennis  
**Subject:** 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, available for all real estate agents in Ontario in MLS listing system
- 2- July 26, 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:** April 5, 2022 11:23 AM  
**To:** Philip Gennis  
**Subject:** Fw: 7 Pharmacies for sale , For The Best Offer - By Msi Spergel Inc., Solely In Its Capacity As Court-Appointed Receiver

**As well the pharmacies have been sent 7 times to WhatsApp groups has 460 potential pharmacists buyers**

Tab 11

**PHARMACY PURCHASE AGREEMENT**

**OLDE WALKERVILLE HOLDINGS INC., O/A OLDE WALKERVILLE PHARMACY AND THE OLDE WALKERVILLE PHARMACY SULLA VIA**

**THIS AGREEMENT** is made as of the 21<sup>st</sup> day of March, 2022.

**BETWEEN:**

**MSI SPERGEL INC.**, solely in its capacity as court-appointed Receiver of all of the property and assets of Olde Walkerville Holdings Inc. o/a Olde Walkerville Pharmacy and The Olde Walkerville Pharmacy Sulla Via (the "**Company**") and not in any other capacity and with no personal or corporate liability

(hereinafter called the "**Vendor**")

**OF THE FIRST PART**

- and

**13832228 Canada 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 November 25, 2020 as amended and re-stated by a further Order of the Court dated February 3, 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.

**ARTICLE 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 at the Premises;

**“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 any Assets of the Company at a different location than the premises, 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 and currently located at the Premises 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 at the Premises 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;

**“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 of the Olde Walkerville Pharmacy Sulla Via, including but not limited to Fixed

Assets, Intellectual Property, the Lease, telephone and fax numbers and Inventory, but only insofar as such items are located at the Premises and the patient files, inventory, and telephone and fax numbers of the Olde Walkerville Pharmacy and 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
- Schedule D - Specific Claims to be deleted and expunged from the Purchased Assets (non-limitative)

## 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.

## ARTICLE 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] plus the Inventory Valuation.

## 2.3 Payment of Purchase Price

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

- (a) the sum of [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.

## **ARTICLE 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 shall be a corporation duly incorporated, organized, and validly existing under the laws of its jurisdiction of incorporation prior to closing. No proceedings shall 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 at the time of closing.
- (b) The Purchaser shall have 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 at the time of closing. The Purchaser shall have 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.

## **ARTICLE 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 0 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.

#### **4.1.3 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.

#### **4.1.4 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;

#### **4.1.5 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.



#### 4.1.6 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.

#### 4.1.7 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 to any new indemnifiers if required by the landlord by the Vendor to the Purchaser, or (ii) the Vendor shall have obtained an Order authorizing and compelling such assignment.

#### 4.1.8. 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.

### ARTICLE 5

#### 5.1 Access

The Vendor agrees to allow the Purchaser and the Purchaser's authorized representatives 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. Vendor. 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 \$1,900.00 plus HST for the Wyandotte location and \$1,000.00 plus HST for the Erie Street location 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 five percent (95%) 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.

**ARTICLE 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 Olde Walkerville Holdings Inc., o/a Olde Walkerville Pharmacy and Olde Walkerville Sulla Via Pharmacy  
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

In the case of the Purchaser:

Nada Gaaballa

Email: [nada\\_mahmoudsg@hotmail.com](mailto:nada_mahmoudsg@hotmail.com)

and with a further copy to its counsel at:

Marianne Keriakos  
MKLAW  
400 Applewood Crescent, Suite 100  
Vaughan, ON  
L4K 0C3

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**

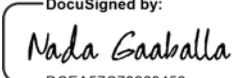
This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

#### **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 12:00 p.m. (Eastern Time) on the 22<sup>nd</sup> day of March, 2022. If this Agreement has not been fully accepted in accordance with its terms by 5:00 p.m. (Eastern Time) on the 22<sup>nd</sup> day of March, 2022, 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 8<sup>th</sup> day of March, 2022.

**13832228 Canada Inc.**

DocuSigned by:  
  
 Per : \_\_\_\_\_  
 Name : NADA GAABALLA  
 Position: DIRECTOR  
 I have authority to bind the corporation

IN WITNESS WHEREOF this Agreement has been executed by the Vendor on the 21<sup>st</sup> day of March , 2022.

**MSI SPERGEL INC.**, solely in its capacity as the Court appointed Receiver of Olde Walkerville Holdings Inc. o/a Olde Walkerville Pharmacy and The Olde Walkerville Pharmacy Sulla Via and not in any other capacity and with no personal or corporate liability

Per:   
 \_\_\_\_\_  
 Name: Mukul Manchanda, CPA, CIRP, LIT  
 Title: Managing Partner  
 I/We have the authority to bind the corporation

**SCHEDULE A**

**Approval and Vesting Order**

**MISSING**

FORM OF RECEIVER'S CERTIFICATE-MISSING

**SCHEDULE B**

**Addresses of Premises**

**Olde Walkerville Pharmacy-1701 Wyandotte Street East, Windsor, Ontario and**

**The Olde Walkerville Pharmacy Sulla Via-870 Eerie Street East, Windsor, Ontario**

**SCHEDULE C****PURCHASE PRICE ALLOCATION**

Olde Walkerville Pharmacy Sulla Via– Prescriptions and Goodwill	\$
Olde Walkerville Pharmacy Sulla Via– Fixtures and Equipment	\$
Olde Walkerville Pharmacy Prescriptions and Goodwill	\$

**SCHEDULE D****Schedule D – 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 numbers 744483726 .
- Any CWB Maxium Financial Inc. security registered under PPSA file number 744754266.
- Any McKesson Canada Corporation security registered under *Personal Property Security Act* (Ontario) file numbers 744693858 and 744693867
- Including any assignment, as the case may be.





Tab 12

# Closing a Pharmacy

Operators who wish to permanently close an accredited pharmacy must notify the College prior to the proposed closing date and subsequently file a closing statement detailing the disposition of narcotics and controlled drugs, prescription and non-prescription drugs and patient records.

## Step 1: Submit a Notice of Intent

A notice of intent or a complete [Pharmacy Closing Statement](#) must be submitted to Pharmacy Applications & Renewals at least **7 days** prior to the closing of a pharmacy and must include the following details:

1. The name of the pharmacy
  2. The accreditation number of the pharmacy
  3. The address of the pharmacy
  4. The name of the corporation which operates the pharmacy
  5. The closing date (first full day the pharmacy will be closed)
  6. The name, address and accreditation number of the pharmacy where prescription files will be transferred (if known).
- Notice may be submitted by email to [pharmacyapplications@ocpinfo.com](mailto:pharmacyapplications@ocpinfo.com), faxed to 416-847-8399 or mailed to the attention of Pharmacy Applications & Renewals at 483 Huron St., Toronto, ON M5R 2R4.

## Step 2: Closing Day

On closing day, the College will contact the Director Liaison or the Designated Manager of the pharmacy to confirm whether the pharmacy has officially closed to the public. Once confirmed, the pharmacy's status on the College's [Find a Pharmacy or Pharmacy Professional](#) tool will be updated to "Closed".

## Step 3: Filing a Pharmacy Closing Statement

A [Pharmacy Closing Statement](#) must be completed and filed with the College within **30 days** of the pharmacy closing unless previously submitted as part of step 1.

If you have any questions about the accreditation process send an email to [pharmacyapplications@ocpinfo.com](mailto:pharmacyapplications@ocpinfo.com) or call 416-962-4861 ext. 3600

## Helpful Links

[MORE ON STANDARDS FOR ACCREDITATION & OPERATION](#) ▶

# Community Pharmacy Closing Statement

Must be filed within **30 days** of a pharmacy closing

## Overview

Please review the following information to understand the professional obligations of the Owner/Designated Manager (DM) when closing a pharmacy:

1. Every person who permanently closes a pharmacy must file a Pharmacy Closing Statement with the College Registrar within **30 days** of the closing. *Drug and Pharmacies Regulation Act (DPRA) s141.*
2. Every person who permanently closes a pharmacy must immediately remove all signs and symbols relating to the practice of pharmacy within or outside the premises. This includes all publicly available references, including but not limited to, advertisements, webpages, media or directory listings which refer to the premises as a pharmacy or contain designated terms (i.e., "drug" or "medicine"). *DPRA s141, s147.*
3. Every person who permanently closes a pharmacy must remove all drugs and/or dispose of all drugs in an environmentally safe manner. All non-controlled prescription and non-prescription drugs (e.g., Schedule I, II and III drugs, etc.) must be dispositioned to another accredited pharmacy, a registered drug wholesaler, or returned to the manufacturer. *DPRA s141, s147; Food and Drug Regulations (FDR) C.01.043.*
4. Controlled substances (i.e. narcotics, controlled drugs and targeted substances) may be:
  - Sent/returned to the licensed dealer who provided/is licensed to destroy the substances
  - Destroyed locally in accordance with legislation and the Health Canada *Guidance Document for Pharmacists, Practitioners and Persons in Charge of Hospitals: Handling and Destruction of Unserviceable Stock Containing Narcotics, Controlled Drugs or Targeted Substances.*
  - Transferred to another pharmacist in good standing. Both pharmacists must take inventory of the substances, sign and keep a record of this inventory transfer in an auditable format.

This information, along with a physical inventory count of controlled substances at the time of closure, must be signed and sent within 10 days to Health Canada's Office of Controlled Substances (OCS). These records must be kept for a period of 2 years and made available to a Health Canada inspector upon request. A Pharmacy Closure Form and sample physical inventory form (CS-FRM-091) is available upon request from OCS: [hc.compliance-conformite.sc@canada.ca](mailto:hc.compliance-conformite.sc@canada.ca). *FDR G.03.012 - G.03.016; Benzodiazepines and Other Targeted Substances Regulations s55(1),(3),(4), s56; Narcotic Control Regulations s45.*

5. Patients must continue to be able to access their personal health information. Pharmacies are required to take reasonable efforts to give notice to patients before transferring their records or, if that is not reasonably possible, as soon as possible thereafter. If it is not reasonable to contact each individual, multiple means of providing notice should be adopted, such as, but not limited to: placing a notice on the pharmacy's website, leaving an outgoing message at the pharmacy's telephone number, posting a notice where members of the public can readily view it, etc. *DPRA s157; Personal Health Information Protection Act s13; OCP Guideline -- Record Retention, Disclosure, and Disposal*
6. All records and documents relating to the care of a patient, including the original prescriptions, must be maintained for a period of at least 10 years from the last recorded professional pharmacy service provided to the patient, or until 10 years after the day on which the patient reached, or would have reached, the age of 18 years, whichever is longer. *O. Reg 264/16 s21; OCP Guideline -- Record Retention, Disclosure, and Disposal*



# Community Pharmacy Closing Statement

Must be filed within 30 days of a pharmacy closing

Pharmacy Information	
A	Pharmacist Owner/Corporation Name: <span style="float: right;">Accreditation Number:</span>
	Pharmacy Name (by which the pharmacy is known to the public): <span style="float: right;">Date of Closing*:</span>
*First full day the pharmacy will be closed. For example, if the pharmacy closes at the end of business hours on a Friday, use Saturday's date.	

Removal of Signs & Symbols Relating to the Practice of Pharmacy	
B	Date removed: <span style="float: right;">Additional Comments:</span>

Disposition of Controlled Substances (Check and complete all that apply)	
C	<input type="checkbox"/> Sent/returned to Licensed Dealer: <span style="float: right;">Phone number:</span>
	Address: <span style="float: right;">City/Town:</span> <span style="float: right;">Province:</span> <span style="float: right;">Postal Code:</span>
	<input type="checkbox"/> Local destruction and disposal in accordance with Health Canada's <u>Guidance Document</u> and applicable federal, provincial and/or municipal regulations.
	<input type="checkbox"/> Sold/transferred to another pharmacist in accordance with federal legislation and OCS requirements.
Receiving Pharmacist: <span style="float: right;">OCP Number:</span> <span style="float: right;">Pharmacy Accreditation Number:</span>	

Disposition of Prescription Drugs (Prescription Drug List, Schedule I)	
D	Name of Pharmacy or Wholesaler: <span style="float: right;">Accreditation Number:</span>
	Address: <span style="float: right;">City/Town:</span> <span style="float: right;">Province:</span> <span style="float: right;">Postal Code:</span>
	Email: <span style="float: right;">Phone number:</span>

Disposition of Non-Prescription Drugs (Schedule II, III, U)	
E	<input checked="" type="checkbox"/> Same as Section D
	Name of Pharmacy or Wholesaler: <span style="float: right;">Accreditation Number:</span>
	Address: <span style="float: right;">City/Town:</span> <span style="float: right;">Province:</span> <span style="float: right;">Postal Code:</span>
	Email: <span style="float: right;">Phone number:</span>





# Community Pharmacy Closing Statement

Must be filed within 30 days of a pharmacy closing

## Pharmacy Information

<b>A</b>	Pharmacy Name (by which the pharmacy is known to the public):	Accreditation Number:

## Disposition of Patient Records

<b>F</b>	Name of Pharmacy:			Same as Section D	
				Accreditation Number:	
	Address:		City/Town:	Province:	Postal Code:
	Email:			Phone number:	

### Disposition of Patient Records Agreement *(To be completed by the Owner/Designated Manager of the pharmacy accepting the patient records from the closing pharmacy.)*

<b>F</b>	I agree to accept the patient records, in their entirety, from the pharmacy submitting this closing statement. I acknowledge that in doing so I am responsible for making these records available to patients, the College, and the Ministry of Health, in accordance with the <i>Drug and Pharmacies Regulation Act (DPRA)</i> , <i>Personal Health Information Protection Act s13</i> , <i>OCP Guideline -- Record Retention, Disclosure, and Disposal</i> , and any other applicable legislation.	
	Name of Owner/Designated Manager accepting custody of patient records:	OCP Number:
	Signature:	Date:
	Email:	Phone number:

## Closing Statement Completed by

<b>G</b>	Name of Owner/Designated Manager:	OCP Number:
	Signature:	Date:
Email:	Phone number:	

Submit completed form (2 pages) by email to [pharmacyapplications@ocpinfo.com](mailto:pharmacyapplications@ocpinfo.com),  
 or by fax to 416-597-8535  
 or by mail to the attention of Pharmacy Applications & Renewals  
 433 Huron St, Toronto, ON M5B 2P4

# Tab 13

**BILL OF SALE**

BETWEEN:

**msi Spergel Inc.**

in its capacity as Court-Appointed Receiver of Sigma Healthcare Inc,  
(Hereinafter the "Vendor")

OF THE FIRST PART

- and -

Tilbury Drugs Inc., o/a Brady's Drug Store  
(Hereinafter the "Purchaser")

OF THE SECOND PART

**Definitions:**

1.01 The following terms shall have the following meanings throughout this Agreement:

- (a) the "Vendor" shall mean:  
msi Spergel inc. in its capacity as Receiver of Sigma Healthcare Inc.
- (b) the "Debtor" shall mean:  
Sigma Healthcare Inc.

- (c) the "Assets" shall mean:  
all of the Vendor's right, title, and interest, if any, in or to prescriptions and inventory located at 2 Dufferin Street, Tilbury, Ontario and as set out in Schedule "A" attached, but shall not include the financial books and records of the Debtor;
- (d) the "Premises" shall mean: 2 Dufferin Street, Tilbury, Ontario.

**Background:**

2.0.1 Pursuant to the Order of the Honourable Justice Cavanagh dated September 7, 2021, the Vendor was appointed as the Receiver of all the assets, undertakings, and properties of Sigma Healthcare Inc. (the "Company") and it is empowered to sell all or any part of the property and the assets of the Company up to a value of \$50,000 per transaction and \$100,000 in total.

2.0.2 The Vendor wishes to sell, and the Purchaser wishes to purchase, all the Vendor's right, title, and interest, if any, in and to the Assets listed in Schedule "A" attached hereto (the "Assets").

2.0.3 The Purchaser acknowledges that it has inspected the Assets and has conducted such searches and made such enquiries as it deems advisable prior to the purchase herein referred to.

2.0.4 The Purchaser has agreed to buy the Assets from the Vendor on an "as is, where is" basis without any representations or warranties.

2.0.5 The Purchaser agrees to indemnify and save harmless the Vendor from any claims for all taxes which may be advanced by any third party in respect of this sale, including but not limited to any claims made pursuant to any federal or provincial statute.



2.0.6 The Purchaser shall be responsible for all costs of removal and any damage caused thereby. The Purchaser agrees to indemnify and save harmless the Vendor from any claims for any damage caused by the Purchaser associated with the removal of the Assets.

**Sale and Purchase:**

3.0.1 Subject to the terms and conditions of this Agreement, the Vendor will sell to the Purchaser and the Purchaser will purchase from the Vendor, all the Vendor's right, title, and interest, if any, in the Assets on the Closing Date specified herein.

3.0.2 The Purchaser acknowledges that the Vendor is selling the Assets on an "as is, where is" basis as they exist on the Closing Date without recourse to the Vendor. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Assets and that the Purchaser has conducted such inspections of the condition of title to the Assets as it deemed appropriate and has satisfied itself regarding these matters. The Purchaser further acknowledges that no representation, warranty, or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, conditions, quantity or quality, assignability or in respect of any other matter or thing whatsoever concerning the Assets or the right of the Vendor to sell them. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act (Ontario)* or similar legislation do not apply to this Transaction and have been waived by the Purchaser and the list of Assets hereto has been provided for reference purposes only and shall not affect the interpretation of this Agreement. Subject to the provisions of this agreement, the Vendor has made no representations, warranties, statements or promises (save and except as expressly stated herein) and has not agreed to any conditions with respect to the Assets, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, all of which are expressly excluded, including as to the presence or absence of contaminants (as such term is defined pursuant to the *Environmental Protection Act (Ontario)*) on, in or about the Assets; the discharge of contaminants from, on, or in relation to the Assets nor the Premises; the existence, state, nature, identity, extent or effect of



any administrative orders, control orders, stop orders, compliance orders or any other orders, proceedings or actions under the *Environmental Protection Act (Ontario)* or any other applicable law in relation to the Assets; nor the existence, state, nature, kind, identity, extent or effect of any liability on the Purchaser to fulfill any obligations with respect to the environmental condition or quality of the Purchased Assets. The Purchaser acknowledges that it accepts the Assets subject to their environmental condition and any contamination, whether or not such environmental condition or contamination is known to the Vendor prior to the date hereof and acknowledges that the Purchaser will have no recourse against the Vendor or the Secured Creditor for any such pre-existing environmental conditions or contaminations.

3.0.3 Therefore, in consideration of the closing of the transaction and payment of the sum of \$34,326.10 inclusive of HST hereinafter referred to as the Purchase Price and subject to the provisions of Paragraph 3.0.4 hereof, the Vendor hereby sells, transfers, assigns, bargains, releases and sets over unto the Purchaser, all the Vendor's right, title and interest, if any, in or to the Assets.

3.0.4 The Purchaser will pay upon closing, in addition to the Purchase Price, all applicable federal and provincial taxes applicable in connection with the purchase and sale of the Assets including, without limitation, HST.

**Warranties and Representations:**

4.01 The Vendor hereby represents and warrants that it is empowered to sell the Assets to the Purchaser, but the Vendor has not provided and does not provide any other warranties or representations or any other thing or matter of any kind whatsoever, and, without restricting the generality of the foregoing, the Vendor does not warrant or represent that:

- (a) the Debtor and therefore the Vendor has any right, title, or interest in or to the Assets; or that
- (b) the Assets are free and clear of any Security; or
- (c) the existence, adequacy, value, location, marketability, quantum, quality, condition, fitness, state of repair or availability of all or any portion of the Assets.

4.0.2 The Vendor further represents and warrants that it is a "registrant" under Part IX of the *Excise Tax Act (Canada)* and that its registration number is 719116071RT0002

4.0.3 The Purchaser represents and warrants that it is a "registrant" under Part IX of the *Excise Tax Act (Canada)* and that its registration number is 784894263RT0001

### **Closing**

5.0.1 The completion of this transaction shall take place on March 11, 2022, at which time the Purchase Price plus applicable HST, if any, shall be transferred by bank draft or wire transfer to the Vendor to an account specified by the Vendor.

### **Possession and Delivery of the Assets**

6.01 The Purchaser will take possession of the Assets at the time of closing. The Purchaser acknowledges that the Vendor has no obligation to deliver physical possession of the Assets to the Purchase, but the Vendor shall nevertheless ensure that the Assets are made available to the Purchaser. In no event will the Assets be sold, assigned, transferred, or set over

to the Purchaser until the Purchaser has delivered to the Vendor by wire transfer the balance of the purchase price and the HST Election under Part IX of the *Excise Tax Act (Canada)*

**Counterparts and Facsimile or Electronic Signature**

7.0.1 This Bill of Sale may be executed and delivered by the parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument. Delivery of this Bill of Sale by facsimile or electronic transmission constitutes valid and effective delivery.

**Receiver's Liability**

8.0.1 msi Spergel inc., is signing this Bill of Sale in its capacity as Receiver of the property, assets and undertakings of the Company, and the Purchaser acknowledges and agrees that msi Spergel inc. and its solicitors, agents, directors, officers, and employees, shall have no personal or corporate liability under, as a result of, or in connection with any obligations of the Company (and anyone for whom it is in law responsible). The Purchaser shall have no recourse in respect of this transaction against any property or assets except for an unsecured claim against the Company's property, assets, and undertakings.

DATED at Toronto, Ontario, this 11<sup>th</sup> day of March 2022.

**msi. Spergel inc.**

solely in its capacity as Court-Appointed Receiver of Sigma Healthcare Inc. and not in any corporate or personal capacity


Per: \_\_\_\_\_

Name: Philip H. Gennis

Title: Licensed Insolvency Trustee

DATED at Tilbury, Ontario, this 11<sup>th</sup> day of March 2022.

**Tilbury Drugs Inc.**

Per:   
Name: Philip Hauser, R.Ph, M. Pharm  
Title: Director

**SCHEDULE "A"**

**Chattels**

- Computers including monitors, mouse, keyboard (4)
- Brother MFC-L2710DW printer/fax (1)
- Lexmark printer (2)
- Scanner Plustek SmartOffice PS283 (2)
- Phones (4)
- Miscellaneous - office supplies (baskets, staplers etc)
- Miscellaneous - pharmacy supplies (dosettes, containers, baskets etc.)
- Shelving (4)
- Fridge Sylvania (1)
- Cogeco modems (2)
- Security System (1)
- Television LG (1)

Purchase Price: \$500.00 plus HST

**Prescriptions**

667 Schedule 1 Prescription Files at \$5.35 per.

Purchase Price: \$3,563.10 plus HST

**Pharmacy Inventory (per attached summary)**

Purchase Price: \$29,627.12 plus HST

**TOTAL PURCHASE PRICE INCLUSIVE OF HST: \$34,326.10**



Pharmacy  
Store #: Tilbury

# Inventory Solutions

## Department Summary

2022-03-10 19:06  
Page: 1 / 1

Store Address: 2 Dufferin Street South  
Tilbury, ON N0P 2L0

Store Phone:  
Store Manager:

Inventory Date: 2022-03-10  
Start Time: 4:30 PM  
End Time: 7:00 PM  
IIS Supervisor: Mike Manichani

Dept	Description	Cost Ext	Discounted Cost Ext	Markdown
101	Brand name RX	20,517.98	21,388.48	25.00%
102	Non ODB generic name RX	24,701.02	7,410.31	70.00%
103	Other	0.00	0.00	0.00%
109	Expired	0.00	0.00	0.00%
201	Store Front	952.55	238.14	75.00%
202	OTC	2,360.78	590.19	75.00%
203	Home Health Care	0.00	0.00	0.00%
209	Expired	0.00	0.00	0.00%
<b>Grand Total</b>		<b>56,532.33</b>	<b>29,627.12</b>	

IIS Manager: \_\_\_\_\_

Tab 14



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 09 - Toronto  
Court No.: 31-2758222  
Estate No.: 31-2758222

In the Matter of the Bankruptcy of:

**JUBILEE PROPERTY INVESTMENTS INC.**

Debtor

**MSI SPERGEL INC**

Licensed Insolvency Trustee

Ordinary Administration

---

Date and time of bankruptcy:	August 11, 2021, 13:21	Security:	\$0.00
Date of trustee appointment:	August 11, 2021		
Meeting of creditors:	September 01, 2021, 10:30 Gotomeeting Access: 147367709 Toronto, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: August 11, 2021, 13:25

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902



Tab 15



March 31, 2022

JG Windsor Inc  
2780 Totten Avenue  
189 Old RTE 2 Road  
Windsor, ON  
N9C 2Z3

**RE:** Payout of Fixed Rate Promissory Note dated May 27, 2015 as subsequent amended.

---

Further to your request, we are pleased to provide the payout quotation as set out below:

**Effective Date:** March 31, 2022  
**Payout:** \$351,187.57  
**Valid Until:** March 31, 2022  
**Per Diems:** \$173.19

If you wish to proceed with this transaction, please provide us with a certified cheque / bank draft made payable to **CWB Maxium Financial Inc. 30 Vogell Road, Richmond Hill, ON L4B 3K6** or send a wire to:

Bank Name: Canadian Western Bank  
Suite 3000, 10303 Jasper Avenue  
Edmonton, AB  
T5J 3X6  
Bank #030  
Transit #03929  
Account #101006161562  
**Name on the Account: CWB Maxium Financial Inc.**

Please Note: Unless funds are received 7 business days before the "valid until" date, it is your responsibility to stop the next automatic debit from your bank account.

Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Yours truly,

Ben Wyatt  
VP, Portfolio

E & O E



Tab 16

LAND  
REGISTRY  
OFFICE #12

01212-0549 (LT)

PAGE 1 OF 3  
PREPARED FOR Robert01  
ON 2021/02/24 AT 13:55:12

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

**PROPERTY DESCRIPTION:** 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

**PROPERTY REMARKS:** PLANNING ACT CONSENT IN CE364285.

**ESTATE/QUALIFIER:** FEE SIMPLE  
LT CONVERSION QUALIFIED

**RECENTLY:** DIVISION FROM 01212-0546

**PIN CREATION DATE:** 2009/11/27

**OWNERS' NAMES:** JG WINDSOR INC.

**CAPACITY SHARE:** ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2009/11/27 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/02/28 **						
R908079	1984/05/11	AGREEMENT			THE CORPORATION OF THECITY OF WINDSOR	C
		REMARKS: REZONING				
R1018507E	1987/07/30	TRANSFER EASEMENT			THE WINDSOR UTILITIES COMMISSION	C
R1018508E	1987/07/30	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF WINDSOR THE WINDSOR UTILITIES COMMISSION	C
R1062929	1988/10/04	AGREEMENT			CITY OF WINDSOR	C
		REMARKS: SKETCH ATTACHED. SITE PLAN				
R1071261	1988/12/16	AGREEMENT			THE CORPORATION OF THE CITY OF WINDSOR	C
		REMARKS: AMEND REZONING, R908079				
R1075392	1989/01/31	AGREEMENT			THE CORPORATION OF THE CITY OF WINDSOR	C
		REMARKS: AMEND REZONING, R908079				

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
12R23679	2008/10/07	PLAN REFERENCE				C
CE364285	2009/01/27	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 1722855 ONTARIO LIMITED	SOUTHBRIDGE PROFESSIONAL OFFICE CENTRE INC.	
		<i>REMARKS: PLANNING ACT CONSENT ATTACHED</i>				
CE393790	2009/09/16	NOTICE	\$2	THE CORPORATION OF THE CITY OF WINDSOR	SOUTHBRIDGE PROFESSIONAL OFFICE CENTRE INC.	C
CE396222	2009/10/01	CHARGE		*** DELETED AGAINST THIS PROPERTY *** SOUTHBRIDGE PROFESSIONAL OFFICE CENTRE INC.	ROYAL BANK OF CANADA	
CE396237	2009/10/01	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** SOUTHBRIDGE PROFESSIONAL OFFICE CENTRE INC.	ROYAL BANK OF CANADA	
		<i>REMARKS: CE396222 - RENTS</i>				
CE459282	2011/02/11	CHARGE		*** COMPLETELY DELETED *** SOUTHBRIDGE PROFESSIONAL OFFICE CENTRE INC.	SCOTT COLASANTI CHIROPRACTIC PROFESSIONAL CORPORATION	
CE459283	2011/02/11	NOTICE OF LEASE	\$1	SOUTHBRIDGE PROFESSIONAL OFFICE CENTRE INC.	SCOTT COLASANTI CHIROPRACTIC PROFESSIONAL CORPORATION	C
CE659984	2015/05/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTT COLASANTI CHIROPRACTIC PROFESSIONAL CORPORATION		
		<i>REMARKS: CE459282.</i>				
CE659992	2015/05/29	TRANSFER	\$410,000	SOUTHBRIDGE PROFESSIONAL OFFICE CENTRE INC.	JG WINDSOR INC.	C
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
CE659993	2015/05/29	CHARGE	\$410,000	JG WINDSOR INC.	ELEMENT FINANCIAL CORPORATION	C
CE659994	2015/05/29	NO ASSGN RENT GEN		JG WINDSOR INC.	ELEMENT FINANCIAL CORPORATION	C
		<i>REMARKS: CE659993</i>				
CE692475	2015/12/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		<i>REMARKS: CE396222.</i>				
CE809923	2017/12/20	APL CH NAME INST		ELEMENT FINANCIAL CORPORATION	ELEMENT FLEET MANAGEMENT CORP.	C
		<i>REMARKS: CE659993, CE659994</i>				
CE809960	2017/12/20	TRANSFER OF CHARGE		ELEMENT FLEET MANAGEMENT CORP.	ECN FINANCIAL INC.	C
		<i>REMARKS: CE659993.</i>				
CE809963	2017/12/20	NO ASSGN RENT GEN		ELEMENT FLEET MANAGEMENT CORP.	ECN FINANCIAL INC.	C

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

LAND  
REGISTRY  
OFFICE #12

01212-0549 (LT)

PREPARED FOR Robert01  
ON 2021/02/24 AT 13:55:12

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: CE659993.</i>				
CE822040	2018/03/27	TRANSFER OF CHARGE		ECN FINANCIAL INC.	CWB MAXIUM FINANCIAL INC.	C
		<i>REMARKS: CE659993</i>				
CE822042	2018/03/27	NO ASSGN RENT GEN		ECN FINANCIAL INC.	CWB MAXIUM FINANCIAL INC.	C
		<i>REMARKS: CE659993.</i>				
CE992632	2021/02/24	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	

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

# Tab 17





Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 09 - Toronto  
Court No.: 31-2758222  
Estate No.: 31-2758222

In the Matter of the Bankruptcy of:

**JUBILEE PROPERTY INVESTMENTS INC.**

Debtor

**MSI SPERGEL INC**

Licensed Insolvency Trustee

Ordinary Administration

---

Date and time of bankruptcy:	August 11, 2021, 13:21	Security:	\$0.00
Date of trustee appointment:	August 11, 2021		
Meeting of creditors:	September 01, 2021, 10:30 Gotomeeting Access: 147367709 Toronto, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: August 11, 2021, 13:25

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902



Tab 18



March 31, 2022

Jubilee Property Investments Inc  
11-280 West Beaver Creek Drive  
Richmond Hill, ON  
L4B 3K6

**RE:** Payout of Fixed Rate Promissory Note dated November 5, 2017 as amended by an Amending Agreement dated May 29, 2020.

---

Further to your request, we are pleased to provide the payout quotation as set out below:

**Effective Date:** March 31, 2022  
**Payout:** \$268,924.62  
**Valid Until:** March 31, 2022  
**Per Diems:** \$132.62

If you wish to proceed with this transaction, please provide us with a certified cheque / bank draft made payable to **CWB Maxium Financial Inc. 30 Vogell Road, Richmond Hill, ON L4B 3K6** or send a wire to:

Bank Name: Canadian Western Bank  
Suite 3000, 10303 Jasper Avenue  
Edmonton, AB  
T5J 3X6  
Bank #030  
Transit #03929  
Account #101006161562  
**Name on the Account: CWB Maxium Financial Inc.**

Please Note: Unless funds are received 7 business days before the "valid until" date, it is your responsibility to stop the next automatic debit from your bank account.

Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Yours truly,

Ben Wyatt  
VP, Portfolio

E & O E

# Tab 19

LAND  
REGISTRY  
OFFICE #65

29374-0096 (LT)

PAGE 1 OF 3  
PREPARED FOR Robert01  
ON 2021/02/24 AT 13:56:06

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: UNIT 10, LEVEL 2, 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.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1995/12/18

OWNERS' NAMES

JUBILEE PROPERTY INVESTMENTS INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/12/18 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/12/18**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1995/12/16 **</b></p>						
R271592	1981/05/15	AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT80581	1982/04/26	NOTICE AGREEMENT				C
<p>REMARKS: AFFECTS ALL/PT VARIOUS LANDS</p> <p>CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 03125-0195 IN ERROR AND WAS RE-INSTATED ON 2001/02/14 BY DEB WALLEN.</p>						
LT84698Z	1982/06/09	APL ANNEX REST COV		*** DELETED AGAINST THIS PROPERTY ***		
<p>REMARKS: EXPIRES 1996/07/17 AND DELETED 2012/09/20</p>						
LT163488Z	1984/02/08	APL ANNEX REST COV		*** DELETED AGAINST THIS PROPERTY ***		
<p>REMARKS: EXPIRES 10 YRS FROM 1983/12/01, DELETED 2012/09/20</p>						
LT309949Z	1986/07/29	APL ANNEX REST COV		*** DELETED AGAINST THIS PROPERTY ***		
<p>REMARKS: EXPIRES 10 YEARS FROM 1983/12/01, DELETED 2012/09/20</p>						
LT464993	1988/03/04	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT535014	1988/11/15	NOTICE				C
<p>REMARKS: AIRPORT ZONING REGULATIONS</p>						
LT866829	1992/09/25	NOTICE OF LEASE				C
LT890924	1993/01/14	NOTICE			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
<p>REMARKS: LT464993</p>						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT954114	1993/12/29	NOTICE AGREEMENT				C
LT954836	1994/01/05	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT960449	1994/02/16	NOTICE			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT970887	1994/04/25	DECLARATION CONDO			JUBILEE SQUARE GENERAL PARTNER INC. AS JUBILEE SQUARE LIMITED PARTNERSHIP	C
		<i>REMARKS: AMENDED UNDER LT970886</i>				
LT973837	1994/05/06	BYLAW				C
		<i>REMARKS: NO. 1</i>				
LT973838	1994/05/06	BYLAW				C
		<i>REMARKS: NO. 2</i>				
LT973839	1994/05/06	BYLAW				C
		<i>REMARKS: NO. 3</i>				
LT977068	1994/05/25	TRANSFER		*** COMPLETELY DELETED ***	AU, YEE NGAN	
LT1041238	1995/06/08	CHARGE		*** COMPLETELY DELETED ***	HONGKONG BANK OF CANADA	
LT1041239	1995/06/08	NOTICE		*** COMPLETELY DELETED ***		
		<i>REMARKS: RENTS, LT1041238</i>				
LT1292989	1998/08/20	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 844		C
YR1112313	2008/01/14	TRANSFER		*** COMPLETELY DELETED *** AU, YEE NGAN	FUNG LEUNG, KWAI LIN STELLA LEUNG, EDDY WING KEUNG	
65R31706	2009/06/12	PLAN REFERENCE				C
YR1373702	2009/09/14	PLAN EXPROPRIATION			THE REGIONAL MUNICIPALITY OF YORK	C
		<i>REMARKS: PT COMMON ELEMENTS</i>				
YR1769258	2012/01/11	NO CHNG ADDR CONDO		YORK REGION CONDOMINIUM CORPORATION NO. 844		C
YR2756223	2017/11/07	TRANSFER	\$399,888	FUNG LEUNG, KWAI LIN STELLA	JUBILEE PROPERTY INVESTMENTS INC.	C

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



LAND  
REGISTRY  
OFFICE #65

29374-0096 (LT)

PREPARED FOR Robert01  
ON 2021/02/24 AT 13:56:06

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>				
YR2756224	2017/11/07	CHARGE	\$399,000	LEUNG, EDDY WING KEUNG JUBILEE PROPERTY INVESTMENTS INC.	CWB MAXIUM FINANCIAL INC.	C
YR2761741	2017/11/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
		<i>REMARKS: LT1041238.</i>				
YR3213464	2021/02/24	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	

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

LAND  
REGISTRY  
OFFICE #65

29374-0012 (LT)

PAGE 1 OF 3  
PREPARED FOR Robert01  
ON 2021/02/24 AT 13:56:37

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: 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.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1995/12/18

OWNERS' NAMES

JUBILEE PROPERTY INVESTMENTS INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/12/18 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/12/18**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1995/12/16 **</b></p>						
R271592	1981/05/15	AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT80581	1982/04/26	NOTICE AGREEMENT				C
<p>REMARKS: AFFECTS ALL/PT VARIOUS LANDS</p> <p>CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 03125-0195 IN ERROR AND WAS RE-INSTATED ON 2001/02/14 BY DEB WALLEN.</p>						
LT84698Z	1982/06/09	APL ANNEX REST COV		*** DELETED AGAINST THIS PROPERTY ***		
<p>REMARKS: EXPIRES 1996/07/17 AND DELETED 2012/09/20</p>						
LT163488Z	1984/02/08	APL ANNEX REST COV		*** DELETED AGAINST THIS PROPERTY ***		
<p>REMARKS: EXPIRES 10 YRS FROM 1983/12/01, DELETED 2012/09/20</p>						
LT309949Z	1986/07/29	APL ANNEX REST COV		*** DELETED AGAINST THIS PROPERTY ***		
<p>REMARKS: EXPIRES 10 YEARS FROM 1983/12/01, DELETED 2012/09/20</p>						
LT464993	1988/03/04	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT535014	1988/11/15	NOTICE				C
<p>REMARKS: AIRPORT ZONING REGULATIONS</p>						
LT866829	1992/09/25	NOTICE OF LEASE				C
LT890924	1993/01/14	NOTICE			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
<p>REMARKS: LT464993</p>						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
LT954114	1993/12/29	NOTICE AGREEMENT				C
LT954836	1994/01/05	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT960449	1994/02/16	NOTICE			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT970887	1994/04/25	DECLARATION CONDO			JUBILEE SQUARE GENERAL PARTNER INC. AS JUBILEE SQUARE LIMITED PARTNERSHIP	C
		<i>REMARKS: AMENDED UNDER LT970886</i>				
LT973837	1994/05/06	BYLAW				C
		<i>REMARKS: NO. 1</i>				
LT973838	1994/05/06	BYLAW				C
		<i>REMARKS: NO. 2</i>				
LT973839	1994/05/06	BYLAW				C
		<i>REMARKS: NO. 3</i>				
LT977068	1994/05/25	TRANSFER		*** COMPLETELY DELETED ***	AU, YEE NGAN	
LT1041238	1995/06/08	CHARGE		*** COMPLETELY DELETED ***	HONGKONG BANK OF CANADA	
LT1041239	1995/06/08	NOTICE		*** COMPLETELY DELETED ***		
		<i>REMARKS: RENTS, LT1041238</i>				
LT1292989	1998/08/20	NO CHNG ADDR INST		YORK REGION CONDOMINIUM CORPORATION NO. 844		C
YR1112313	2008/01/14	TRANSFER		*** COMPLETELY DELETED *** AU, YEE NGAN	FUNG LEUNG, KWAI LIN STELLA LEUNG, EDDY WING KEUNG	
65R31706	2009/06/12	PLAN REFERENCE				C
YR1373702	2009/09/14	PLAN EXPROPRIATION			THE REGIONAL MUNICIPALITY OF YORK	C
		<i>REMARKS: PT COMMON ELEMENTS</i>				
YR1769258	2012/01/11	NO CHNG ADDR CONDO		YORK REGION CONDOMINIUM CORPORATION NO. 844		C
YR2756223	2017/11/07	TRANSFER	\$399,888	FUNG LEUNG, KWAI LIN STELLA	JUBILEE PROPERTY INVESTMENTS INC.	C

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

LAND  
REGISTRY  
OFFICE #65

29374-0012 (LT)

PREPARED FOR Robert01  
ON 2021/02/24 AT 13:56:37

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: PLANNING ACT STATEMENTS.</i>		LEUNG, EDDY WING KEUNG		
YR2756224	2017/11/07	CHARGE	\$399,000	JUBILEE PROPERTY INVESTMENTS INC.	CWB MAXIUM FINANCIAL INC.	C
YR2761741	2017/11/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
		<i>REMARKS: LT1041238.</i>				
YR3213464	2021/02/24	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	

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

Tab C

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

THE HONOURABLE MR. ) WEDNESDAY, THE 13<sup>TH</sup>  
 )  
JUSTICE CAVANAGH ) DAY OF APRIL, 2022  
 )

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., 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

**APPROVAL AND VESTING ORDER**

(Old Walkerville Holdings Inc. transaction)

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 Olde Walkerville Holdings 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 13832228 Canada Inc. (the "**Purchaser**") dated March 21, 2022 and



appended to the Report of the Receiver dated April 8, 2022 (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 at 330 University Avenue, Toronto, Ontario, by videoconference.

ON READING the Report and on hearing the submissions of counsel for the Receiver and such other counsel appearing as may be indicated on the counsel slip, 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 Second 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 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 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 order 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 (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 Debtor's records pertaining to the Debtor's past and current employees. 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 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.

---

Schedule A – Form of Receiver’s Certificate

Court File No. \_\_\_\_\_

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., 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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to Orders of the Ontario Superior Court of Justice (the "Court") dated November 25, 2020, January 26, 2021, February 3, 2021, and April 8, 2021, msi Spergel Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of the Respondents, including Olde Walkerville Holdings Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated April 13, 2022 the Court approved the agreement of purchase and sale made as of March 21, 2022 (the "**Sale Agreement**") between the Receiver and 13832228 Canada Inc. (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 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 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 Olde Walkerville Holdings 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 Limited security registered under *Personal Property Security Act* (Ontario) (“PPSA”) file number 744483726
- Any McKesson Canada Corporation security registered under PPSA file number 744693858 or 744693867
- Any CWB Maxium Financial Inc. security registered under PPSA file number 744754266
- Including renewals and assignments, 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).

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

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

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
Proceeding commenced in TORONTO

**APPROVAL AND VESTING ORDER**  
(Old Walkerville Holdings Inc. transaction)

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as court-appointed receiver of the Respondents

Tab D

Court File No. ~~\_\_\_\_\_~~ CV-20-00650853-00CL

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

THE HONOURABLE ~~\_\_\_\_\_~~ MR. ) ~~WEEKDAY~~ WEDNESDAY, THE #13<sup>TH</sup>  
JUSTICE ~~\_\_\_\_\_~~ CAVANAGH ) DAY OF ~~MONTH~~ APRIL, ~~20YR~~ 2022

B E T W E E N:

~~**PLAINTIFF**~~

Plaintiff

1951584 ONTARIO INC. (FORMERLY DESANTE FINANCIAL SERVICES INC.) AND  
CWB MAXIUM FINANCIAL INC.

Applicants

- and -

~~**DEFENDANT**~~

Defendant

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC.,  
BLESS HUL 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

**APPROVAL AND VESTING ORDER**

(Old Walkerville Holdings Inc. transaction)

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ msi Spergel Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ the Respondents including Olde Walkerville Holdings 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 ~~[NAME OF PURCHASER]~~ 13832228 Canada Inc. (the "Purchaser") dated ~~[DATE]~~ March 21, 2022 and appended to the Report of the Receiver dated ~~[DATE]~~ April 8, 2022 (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 at 330 University Avenue, Toronto, Ontario, by videoconference.

ON READING the Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ and such other counsel appearing as may be indicated on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~ sworn [DATE] service filed<sup>1</sup>:

1. THIS COURT ORDERS that the time for service of the motion record in respect of this motion and the Second Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

2. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the Receiver<sup>3</sup> 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.

<sup>1</sup> ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

<sup>2</sup> ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

<sup>3</sup> ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

3. ~~2.~~ 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 in the Sale Agreement ~~[and listed on Schedule B hereto]~~<sup>4</sup> 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**"<sup>5</sup>) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by ~~the Order~~ order of ~~the Honourable Justice [NAME] dated [DATE]~~ 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 ~~C~~ B hereto (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 ~~D~~ 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.

~~3. — THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]~~<sup>6</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

<sup>4</sup> To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

<sup>5</sup> The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

<sup>6</sup> Elect the language appropriate to the land registry system (Registry vs. Land Titles).



4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> 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<sup>8</sup>, 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~~ Debtor'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;

<sup>7</sup>~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

<sup>8</sup>~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

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).~~

8. ~~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.

---

Schedule A – Form of Receiver’s Certificate

Court File No. \_\_\_\_\_

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

B E T W E E N:

~~PLAINTIFF~~

Plaintiff

1951584 ONTARIO INC. (FORMERLY DESANTE FINANCIAL SERVICES INC.) AND  
CWB MAXIUM FINANCIAL INC.

Applicants

- and -

~~DEFENDANT~~

Defendant

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC.,  
BLESS HUL 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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to ~~an Order of the Honourable [NAME OF JUDGE]~~ Orders of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~ November 25, 2020, January 26, 2021, February 3, 2021, and April 8, 2021, msi

Spergel Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of ~~{DEBTOR}~~the Respondents, including Olde Walkerville Holdings Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated ~~{DATE}~~April 13, 2022 the Court approved the agreement of purchase and sale made as of ~~{DATE OF AGREEMENT}~~March 21, 2022 (the "Sale Agreement") between the Receiver ~~{Debtor}~~ and ~~{NAME OF PURCHASER}~~13832228 Canada Inc. (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 \_\_\_\_\_ ~~{TIME}~~ on \_\_\_\_\_ ~~{DATE}~~.

~~{NAME OF RECEIVER}~~ msi Spergel Inc., in its capacity as Receiver of the undertaking, property and assets of ~~{DEBTOR}~~ Olde Walkerville Holdings Inc., and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

**Schedule B – ~~Purchased Assets~~**



**Schedule C—Specific Claims to be deleted and expunged from ~~title to Real Property~~the  
Purchased Assets (non-limitative)**

- Any Kohl & Frisch Limited security registered under *Personal Property Security Act* (Ontario) (“PPSA”) file number 744483726
- Any McKesson Canada Corporation security registered under PPSA file number 744693858 or 744693867
- Any CWB Maxium Financial Inc. security registered under PPSA file number 744754266
- Including renewals and assignments, as the case may be.

Schedule **DC** – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the **Real Property Purchased Assets**

(unaffected by the Vesting Order)

➤ [Assumed Contracts \(as defined in the Sale Agreement, as the case may be\).](#)

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

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

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

**Proceeding commenced in TORONTO**

**APPROVAL AND VESTING ORDER**

**(Old Walkerville Holdings Inc. transaction)**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell (LSO# 40354V)**  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon (LSO #80984R)**  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as court-appointed receiver of the Respondents



Document comparison by Workshare 10.0 on Friday, April 08, 2022 7:21:25 PM

Input:	
Document 1 ID	file:///U:\BBissell\100071.0000 - msi Spergel Inc\msi Spergel Inc re Gerges Group - 100071.0004\Pleadings\April 13 2022 motion re Olde Walkerville and 2 distributions\CL Model Order.doc
Description	CL Model Order
Document 2 ID	file:///U:\BBissell\100071.0000 - msi Spergel Inc\msi Spergel Inc re Gerges Group - 100071.0004\Pleadings\April 13 2022 motion re Olde Walkerville and 2 distributions\Olde Walkerville Draft AVO, v1.doc
Description	Olde Walkerville Draft AVO, v1
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	<del>Deletion</del>
	<del>Moved from</del>
	<u>Moved to</u>
	Style change
	Format change
	<del>Moved deletion</del>
Inserted cell	
Deleted cell	
Moved cell	

Split/Merged cell	
Padding cell	

<b>Statistics:</b>	
	Count
Insertions	74
Deletions	81
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	155



# Tab E

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

THE HONOURABLE MR.	)	WEDNESDAY, THE 13 <sup>TH</sup>
	)	
JUSTICE CAVANAGH	)	DAY OF APRIL, 2022

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., 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

**ORDER**

**THIS MOTION**, made by msi Spergel Inc. (“**Spergel**”) in its capacity as the court-appointed receiver (in such capacity, the “**Receiver**”) of the undertaking, property and assets of the Respondents for the orders herein, was heard this day at 330 University Avenue, Toronto, by videoconference by reason of the COVID-19 pandemic.

**ON READING** the fifth report of the Receiver dated April 8, 2022 (the “**Fifth Report**”), and on hearing the submissions of counsel for the Receiver and such other counsel present as may be indicated on the counsel slip, no one appearing for any other person on the service list although properly served as appears from the affidavit of service, filed:

**I. SERVICE**

1. **THIS COURT ORDERS** that the time for service of the motion record and factum in respect of this motion, the Third Report and the Supplementary Report, is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

**II. APPROVAL OF RECEIVER’S REPORT AND ACTIVITIES**

2. **THIS COURT ORDERS** that the Fifth Report as well as the activities described therein, be and are hereby approved, provided, however, that only (i) the Receiver and (ii) Spergel in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

**III. DISTRIBUTIONS**

3. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to make the distributions of which the details are set out in paragraphs 55 to 64 of the Fifth Report.

**IV. SEALING**

4. **THIS COURT ORDERS** that Confidential Appendices 1 and 2 to the Fifth Report be and hereby are sealed from the public record until the earlier of the filing of the Receiver's Certificate (as defined in the applicable approval and vesting order) for the closing of a transaction to sell the assets of Olde Walkerville Holdings Inc., or further court order.

**V. MISCELLANEOUS**

5. **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.

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

---

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

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

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceeding commenced in TORONTO**

**ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as court-appointed receiver of the Respondents

Tab F



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

**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

**SERVICE LIST  
(as of November 3, 2021)**

<p><b>MILLER THOMSON LLP</b> Scotia Plaza 40 King Street West, Suite 5800 P.O. Box 1011 Toronto, ON M5H 3S1</p> <p><b>Jeffrey Carhart</b> Tel: 416.595.8615 Email: <a href="mailto:jcarhart@millერთhompson.com">jcarhart@millერთhompson.com</a></p> <p><b>Asim Iqbal</b> Tel: 416.597.6008 Email: <a href="mailto:aiqbal@millერთhompson.com">aiqbal@millერთhompson.com</a></p> <p><b>Tamie Dolny</b> Tel: 416.597.6076 Email: <a href="mailto:tdolny@millერთhompson.com">tdolny@millერთhompson.com</a></p> <p>Lawyers for the Applicant</p>	<p><b>MSI SPERGEL INC.</b> 120 Adelaide Street West, Suite 2500 Toronto, ON M5H 1T1</p> <p><b>Philip Gennis</b> Tel: 416.498.4325 Email: <a href="mailto:pgennis@spergel.ca">pgennis@spergel.ca</a></p> <p><b>Mukul Manchanda</b> Tel: 416.498.4314 Email: <a href="mailto:mmanchanda@spergel.ca">mmanchanda@spergel.ca</a></p> <p>Court-appointed receiver of the undertakings, properties and assets of the Respondents</p>
---	---

<p><b>GOLDMAN SLOAN NASH &amp; HABER LLP</b> 480 University Avenue, Suite 1600 Toronto, ON M5G 1V2 Fax: 416.597.3370</p> <p><b>R. Brendan Bissell</b> Tel: 416.597.6489 Email: <a href="mailto:bissell@gsnh.com">bissell@gsnh.com</a></p> <p><b>Joël Turgeon</b> Tel: 416.597.6486 Email: <a href="mailto:turgeon@gsnh.com">turgeon@gsnh.com</a></p> <p>Lawyers for msi Spergel Inc. in its capacity as court-appointed receiver of the undertakings, properties and assets of the Respondents</p>	<p><b>WEISZ FELL KOUR LLP</b> 100 King Street West, Suite 5600 Toronto, ON M5X 1C9</p> <p><b>Caitlin Fell</b> Tel: 416.613.8282 Email: <a href="mailto:cfell@wfkaw.ca">cfell@wfkaw.ca</a></p> <p>Lawyers for certain of the Respondents</p>
<p><b>DLA PIPER LLP</b> 1 First Canadian Place, Suite 6000 P.O. Box 367, 100 King Street West Toronto, ON M5X 1E2</p> <p><b>Elmond Lamek</b> Tel: 416.365.3444 Email: <a href="mailto:edmond.lamek@dlapiper.com">edmond.lamek@dlapiper.com</a></p> <p>Lawyers for certain of the Respondents</p>	<p><b>MCKESSON CANADA CORPORATION</b> 6355 Viscount Road Mississauga, ON L4V 1W2</p> <p><b>MCKESSON CANADA RETAIL BANNER GROUP</b> 131 McNabb St. Markham, ON L3R 5V7</p> <p><b>David Lang</b> Email: <a href="mailto:david.lang@mckesson.ca">david.lang@mckesson.ca</a></p>
<p><b>TORKIN MANES LLP</b> 151 Yonge Street, Suite 1500 Toronto, ON M5C 2W7</p> <p><b>Stewart Thom</b> Tel: 416.777.5197 Email: <a href="mailto:sthom@torkinmanes.com">sthom@torkinmanes.com</a></p> <p>Lawyers for Kohl &amp; Frisch Limited</p>	<p><b>MINISTRY OF FINANCE (ONTARIO)</b> Legal Services Branch 777 Bay Street, 11<sup>th</sup> Floor Toronto, ON M5G 2C8</p> <p><b>Kevin O'Hara</b> Tel: 416.327.8463 Email: <a href="mailto:kevin.ohara@ontario.ca">kevin.ohara@ontario.ca</a></p>

<p><b>ATTORNEY GENERAL OF CANADA</b> <b>Department of Justice Canada</b> 130 King Street West, Suite 3400 Tax Section, P.O. Box 36, Exchange Tower Toronto, ON M5X 1K6</p> <p><b>Diane Winters</b> Tel: 416.973.3172 Email: <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a></p>	<p><b>TEPLITSKY COLSON LLP</b> 70 Bond Street, Suite 200 Toronto, ON M5B 1X3</p> <p><b>Stephen Brunswick</b> Tel: 416.865.5303 Email: <a href="mailto:sbrunswick@teplitskycolson.com">sbrunswick@teplitskycolson.com</a></p> <p><b>Matthew Sokolsky</b> Tel: 416.865.5347 Email: <a href="mailto:msokolsky@teplitskycolson.com">msokolsky@teplitskycolson.com</a></p> <p>Lawyers for John Gerges</p>
<p><b>SOLMON ROTHBART TOURGIS</b> <b>SLODOVNICK LLP</b> 375 University Avenue, Suite 701 Toronto, ON M5G 2J5</p> <p><b>Melvyn L. Solmon</b> Tel: 416.947.1093 ext 333 Email: <a href="mailto:msolmon@srtslegal.com">msolmon@srtslegal.com</a></p> <p><b>Nancy Tourgis</b> Tel: 416.947.1093 ext 342 Email: <a href="mailto:ntourgis@srtslegal.com">ntourgis@srtslegal.com</a></p> <p>Lawyers for Gamal Farid Gerges, Selvia Gerges, Sally G. Gerges, Chun-Ho Chan, Samir Shenoda, Diep Nguyen, and Sandra Youssef</p>	<p><b>WEIRFOULDS LLP</b> 66 Wellington St. W. Suite 4100 P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p><b>Wojtek Jaskiewicz</b> Tel: 416.947.5094 Email: <a href="mailto:wjaskiewicz@weirfoulds.com">wjaskiewicz@weirfoulds.com</a></p> <p><b>Talia Rotman</b> Tel: 416.619.2095 Email: <a href="mailto:trotman@weirfoulds.com">trotman@weirfoulds.com</a></p> <p>Lawyers for George Chan</p>
<p><b>GOLDSTEIN &amp; GRUBNER LLP</b> 100 Cowdray Court, Suite 100 Toronto, ON M1S 5C8</p> <p><b>Isaac Grubner</b> Tel: 416.292.0414 Email: <a href="mailto:igrubner@gglawyers.ca">igrubner@gglawyers.ca</a></p> <p>Lawyers for Guide Pharma Inc.</p>	<p><b>MK LAW</b> The Deloitte Building 400 Applewood Cr., Suite 100 Vaughan, ON L4K 0C3</p> <p><b>Marianne Keriakos</b> Tel: 416.512.7400 Email: <a href="mailto:mkeriakos@pharmacistlawyers.ca">mkeriakos@pharmacistlawyers.ca</a></p> <p>Lawyers for 2868783 Ontario Inc.</p>

**EMAIL ADDRESS LIST**

[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com) ; [aiqbal@millerthomson.com](mailto:aiqbal@millerthomson.com) ; [tdolny@millerthomson.com](mailto:tdolny@millerthomson.com) ;  
[pgennis@spergel.ca](mailto:pgennis@spergel.ca) ; [mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) ; [bissell@gsnh.com](mailto:bissell@gsnh.com) ; [turgeon@gsnh.com](mailto:turgeon@gsnh.com) ;  
[cfell@wfkllaw.ca](mailto:cfell@wfkllaw.ca) ; [edmond.lamek@dlapiper.com](mailto:edmond.lamek@dlapiper.com) ; [david.lang@mckesson.ca](mailto:david.lang@mckesson.ca) ; [sthom@torkinmanes.com](mailto:sthom@torkinmanes.com)  
; [kevin.ohara@ontario.ca](mailto:kevin.ohara@ontario.ca) ; [diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca) ; [sbrunswick@teplitskycolson.com](mailto:sbrunswick@teplitskycolson.com) ;  
[msolmon@srtslegal.com](mailto:msolmon@srtslegal.com) ; [ntourgis@srtslegal.com](mailto:ntourgis@srtslegal.com) ; [igrubner@gglawyers.ca](mailto:igrubner@gglawyers.ca) ;  
[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com) ; [trotman@weirfoulds.com](mailto:trotman@weirfoulds.com) ; [mkeriakos@pharmacistlawyers.ca](mailto:mkeriakos@pharmacistlawyers.ca)

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

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

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**  
Proceeding commenced in TORONTO

---

**MOTION RECORD**  
**(approval and vesting order re: Olde Walkerville;  
approval of receiver's report; approval of  
distributions re: JG Windsor and Jubilee,  
returnable April 13, 2022)**

---

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Brendan Bissell** (LSO# 40354V)  
Tel: (416) 597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Joël Turgeon** (LSO #80984R)  
Tel: (416) 597-6486  
Email: [turgeon@gsnh.com](mailto:turgeon@gsnh.com)

Lawyers for msi Spergel Inc. in its capacity as  
court-appointed receiver of the Respondents