

**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.,
STONE CREEK PHARMA INC., TORONTO APOTHECARY PHARMA INC.,
WESTWAY HOLDINGS INC., and OLDE WALKERVILLE HOLDINGS INC.**

Respondents

MOTION RECORD

(approval and vesting order, approval of receiver's report, fees and activities and sealing)
(returnable February 1, 2022)

January 27, 2022

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TO: THE SERVICE LIST

INDEX

INDEX

Tab No.	Description	Page No.
A	Notice of Motion	1-8
B	Fourth Report of the Receiver dated January 27, 2022	9-26
1.	Order of Mr. Justice Cavanagh dated November 25, 2020	27-45
2.	Order of Mr. Justice Cavanagh dated January 26, 2021	46-64
3.	Order of Mr. Justice Cavanagh dated February 3, 2021	65-84
4.	Order of Mr. Justice Cavanagh dated April 8, 2021	85-103
5.	Order of Mr. Justice Cavanagh dated September 7, 2021	104-123
6.	Ancillary Order of Mr. Justice Pattillo dated August 12, 2021	124-128
7.	Ancillary Order of Mr. Justice Cavanagh dated November 10, 2021	129-138
8.	October 18, 2021 Listing Agreement Bless Hui	139-143
9.	Redacted Bless Hui Agreement of Purchase and Sale	144-184
10.	Listing Agreement for Sigma Pharmacy	185-189
11.	Fee Affidavit of Mukul Manchanda, sworn January 24, 2022	190-256
12.	Statements of Receipts and Disbursements as Dec. 31, 2021	257-273
	Confidential Appendices	
1.	Bid Summary for the Bless Hui Pharmacy	N/A
2.	Unredacted copy of the Bless Hui Agreement of Purchase and Sale	N/A
3.	Unredacted copy of 286 Offer to Purchase the Brimley Pharmacy	N/A
C	Draft Approval and Vesting Order	274-284
D	Blackline of the draft Approval and Vesting Order to the Model Order	285-301
E	Draft Order (balance of relief)	302-306
F	Service List	307-310

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., 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, approval of receiver's report, fees and activities and sealing)
(returnable February 1, 2022)

msi Spergel Inc. in its capacity as the Court-appointed receiver of the undertaking, property and assets of the Respondents (the "**Receiver**") will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) on February 1, 2022 at 11:00am 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 the proposed sale transactions by Receiver as vendor to 1000087607 Ontario Inc. (the “**Purchaser**”) in respect of the assets of Bless Hui Pharma Inc. (the “**Transaction**”);
- 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 fourth report dated January 27, 2022 (the “**Fourth Report**”) and dispensing with further service thereof.
 - ii. approving the Fourth Report, including the activities described therein and the statements of receipts and disbursements for each of the Respondent estates appended to the Fourth Report.
 - iii. approving the Receiver’s fees, costs and expenses as set out in the fee affidavit appended to the Fourth Report.
 - iv. Sealing the confidential appendices to the Fourth Report pending the filing of a Receiver’s Certificate (as defined in the 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

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, and April 8, 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 Transaction:
 - a. is in respect of pharmacy assets of the Respondent, Bless Hui Pharma Inc.;
 - b. is the second transaction brought to Court for approval, following the failure of the purchaser under the previous transaction to close, for which this Court declared in its order dated November 10, 2021 that that purchaser was in default and that the Receiver was entitled to treat the relevant deposit as forfeit;
 - c. after the failure to close the previous sale transaction, the Receiver ran a further sale process;
 - d. following a conditional agreement for which the purchaser refused to waive conditions, the Receiver entered into an Agreement with the Purchaser, subject to Court Approval, because the Receiver believes that the Transaction is in the best interests of the estate of Bless Hui Pharma Inc. having regard to the purchase price, the non-monetary terms including the extent of conditions, and likelihood of closing;
 - e. the Receiver considers that the terms of the Transaction are fair and reasonable in the circumstances and meet the criteria for approval and vesting orders.

II. APPROVAL OF RECEIVER'S FEES AND ACTIVITIES

4. The Receiver's activities since its third report, have been reported to stakeholders and any interested party in the Fourth Report. Those activities are appropriate, commercially reasonable, and in the best interest of the Respondents' estates.

5. As to the approval of the Receiver's fees, a detailed fee affidavit is provided as required by the caselaw, supported by true copies of detailed bills and confirming that the fees are comparable to those charged by other licensed insolvency trustee firms in Toronto for similar services. The fees are transparently disclosed, proportional and commercially reasonable.
6. This court may therefore grant the approval orders sought, which would have the constructive effects noted in the caselaw.

III. SEALING

7. The Confidential Appendices contain information that would be highly prejudicial to the integrity of any future sale efforts necessary should the Transaction fail to close for any reason. Copies of the sale agreements are provided as part of the public motion record with minimal redactions such as to price and deposit amount. The sealing orders sought are within this court's jurisdiction to make and are appropriate in the circumstances.
8. 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 Fourth Report and appendices, and
- b. such further and other evidence as counsel may advise and this Honourable Court may permit.

DATE: January 27, 2022

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receiver of the Respondents

TO: THE SERVICE LIST

Schedule “A”

Videoconference hearing join-in details

Join Zoom Meeting

<https://us06web.zoom.us/j/87818102713?pwd=RG9MVXI3QkRvYWWhGam9yMkdVK3g1UT09>

Meeting ID: 878 1810 2713

Passcode: 532795

One tap mobile

+17789072071,,87818102713#,,,532795# Canada

+12042727920,,87818102713#,,,532795# Canada

Dial by your location

+1 778 907 2071 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

Meeting ID: 878 1810 2713

Passcode: 532795

Find your local number: <https://us06web.zoom.us/j/87818102713?pwd=RG9MVXI3QkRvYWWhGam9yMkdVK3g1UT09>

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, approval of receiver's report,
fees and activities and sealing)
(returnable February 1, 2022)

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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.
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STONEY CREEK PHARMA INC., TORONTO APOTHECARY PHARMA INC.,
WESTWAY HOLDINGS INC., and OLDE WALKERVILLE HOLDINGS INC.**

Respondents

**FOURTH 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.**

January 27, 2022

Table of Contents

I.	APPOINTMENT AND BACKGROUND	1
II.	PURPOSE OF THIS FOURTH REPORT AND DISCLAIMER	6
III.	ACTIONS OF THE RECEIVER SUBSEQUENT TO THE FOURTH REPORT.....	7
IV.	THE BLESS HUI TRANSACTION	7
V.	REQUEST FOR A SEALING ORDER.....	9
VI.	OPERATING PHARMACIES NOT SUBJECT TO SALE AGREEMENTS.....	9
VII.	FEES AND DISBURSEMENTS OF THE RECEIVER.....	11
VIII.	RECEIVER'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS	13
IX.	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. October 18, 2021 Listing Agreement Bless Hui
9. Redacted copy of the Bless Hui Sale Agreement
10. Listing Agreement for Sigma Pharmacy
11. Fee Affidavit of Mukul Manchanda, sworn January 24, 2022
12. Receiver's Statements of Receipts and Disbursements as December 31, 2021

CONFIDENTIAL APPENDICES

1. Bid Summary for the Bless Hui Pharmacy
2. Unredacted copy of the Bless Hui Sale Agreement

I. APPOINTMENT AND BACKGROUND

1. This Fourth report ("**Fourth 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 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 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**"). Copies of the Receivership Orders are attached to this Third Report as **Appendices "1", "2", "3", "4" and "5"**, respectively. 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 website¹ 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 website² 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 website³ 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 website⁴ if needed.

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

² *Ibid.*

³ *Ibid.*

⁴ *Ibid.*

25. A further Order issued by Justice Patillo dated August 12, 2021, (the “**August 12th 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. A copy of the August 12th Ancillary Order is attached to this Fourth Report as **Appendix “6”**.
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 website⁵ 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 website⁶ if needed.
28. A further Order issued by Justice Cavanagh dated November 10, 2021, (the “**November 10th 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. A copy of the November 10th Ancillary Order is attached to this Fourth Report as **Appendix “7”**.

⁵ *Ibid.*

⁶ *Ibid.*

II. PURPOSE OF THIS FOURTH REPORT AND DISCLAIMER

29. The purpose of this Fourth Report is to report to the Court regarding the Receiver's activities and conduct since the Receiver's Third Report dated November 3, 2021 and to seek Orders from this Court:
- i. approving this Fourth Report and the activities described herein including, without limitation, the Receiver's interim statements of receipts and disbursements as at December 31, 2021 for the receivership of each of the Debtors (the "**Interim R&Ds**");
 - ii. approving the Bless Hui sale transaction contemplated by the agreement of purchase and sale dated January 19, 2022 between the Receiver as vendor and 1000087607 Ontario Inc. (the "**Bless Hui Purchaser**" or "**87607**") as purchaser, (the "**Bless Hui Sale Agreement**") with respect to the Purchased Assets (as defined in the Bless Hui Sale Agreement) (the "**Bless Hui Purchased Assets**"), and authorizing the Receiver to complete the transaction contemplated thereby (the "**Bless Hui Transaction**");
 - iii. vesting in the Bless Hui Purchaser, Bless Hui's right, title, and interest in and to the Bless Hui 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 Fourth Report until the earlier of the completion of the Bless Hui Transaction or further Order of this Court;
 - v. approving the fees and disbursements of the Receiver for the period from October 28, 2021 to and including December 31, 2021 for each of the Debtors; as described in the Fee Affidavit of Mukul Manchanda sworn January 24, 2022; and
 - vi. such further and other relief as Counsel may advise and this Court may permit.

30. The Receiver will not assume responsibility or liability for losses incurred by the reader due to the circulation, publication, reproduction, or use of this Fourth Report for any other purpose.
31. In preparing this Fourth 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.
32. 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 November Approved Sale Transactions

33. Following the issuance of the November Sale Approval and Vesting Orders, the Receiver completed the closing of the November Approved Sale Transactions.

IV. **THE BLESS HUI TRANSACTION**

34. 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.
35. As reported in the Third Report, the sale agreement dated June 14, 2021 with respect to the assets of Bless Hui between the Receiver and Raouf Basilious in Trust, subsequently assigned to Guide Pharma Inc. did not close. Accordingly, on October 18, 2021 the Receiver re-listed the Bless Hui Pharmacy for sale (the "**October 18th Listing Agreement**"). A copy of the October 18th Listing Agreement is attached to this Fourth Report as **Appendix "8"**.

36. The pharmacy has 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.
37. Over the course of the sales process conducted by the Receiver, 45 Non-Disclosure Agreements were received, and access granted to the Receiver's Data Room.
38. A copy of the Receiver's bid summary (the "**Bid Summary**") resulting from the October 18th Listing Agreement is attached to this Fourth Report as **Confidential Appendix "1"**.
39. On or about December 10, 2021, (the "**December 10th Offer**") the Receiver accepted a conditional offer from a purchaser introduced to it by the Listing Broker. The date for fulfilment of the conditions contained in this Offer was extended to January 14, 2022 at which time the Purchaser withdrew his offer.
40. Immediately after the withdrawal of the December 10th Offer, the Listing Broker reached out to the other parties who had submitted offers in response to the October 18th Listing, requesting that they re-submit their offers at their highest and best price and terms. In response to the efforts of the Listing Broker, these other parties submitted offers.
41. The Receiver entered into negotiations with one prospective purchaser which negotiations did not result in an offer acceptable to the Receiver. In parallel, the Receiver began negotiations with 87607, which negotiations resulted in the offer for which approval by this Honourable Court is being sought.
42. The acceptance of the Bless Hui 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. The Receiver is of the view that the conditions related to OCP and ODB registration are likely to be met, as the principal of this Purchaser operates several other pharmacies and in fact acquired the pharmacy formerly operated at the Brimley location from the

Receiver, such that approval of the transaction before those conditions have been waived is appropriate. A copy of the Bless Hui Sale Agreement with redactions for the purchase price and deposit is attached to this Fourth Report as **Appendix "9"**. An unredacted copy of the Bless Hui Sale Agreement is attached to this Fourth 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 Bless Hui Pharmacy 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 Bless Hui Sale Agreement are commercially reasonable in all respects and that the purchase price in the Bless Hui Sale Agreement is the best outcome to the estate in the circumstances.
44. The Receiver 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 87607, which the Receiver has now put into the Bless Hui Sale Agreement and 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 Fourth Report as they each contain commercially sensitive information, the release of which prior to the completion of the Bless Hui Transaction would be prejudicial to the stakeholders in the event the Bless Hui Transaction does not close.

VI. OPERATING PHARMACIES NOT SUBJECT TO SALE AGREEMENTS

Olde Walkerville Holdings Inc.

46. The assets of Olde Walkerville are two retail pharmacies operating out of leased premises located at 1701 Wyandotte Street East, Windsor, Ontario and 870 Erie Street East, Windsor, Ontario (collectively, the "**Windsor Pharmacies**").

47. The Windsor Pharmacies remain fully operational under the supervision of the Receiver and sale efforts are continuing pursuant to MLS Listing Agreements, the details of which have been previously reported.
48. There have been significant challenges in operating the Olde Walkerville Pharmacies. These are summarized following:
- i) patient uncertainty due to receivership;
 - ii) numerous transfers of prescriptions to a former owner of the pharmacies and a competitor;
 - iii) patients frustrated with original Designated Manager due to poor communication, incorrect and/or late filling of prescriptions;
 - iv) The Designated Manager ("**DM**") retained by the Receiver was investigated by the OCP and upon receiving the report from the OCP the DM resigned. Emergency staff was required which resulted in a significant loss of patients who became frustrated at the lack of consistency;
 - v) previous owner extended discounts on fees to patients. When patients were told that discounts would not be continued many transferred to other pharmacies

Sigma Healthcare Inc.

49. The pharmacy remains fully operational under the supervision of the Receiver. 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.

50. 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.
51. 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 of the above has been a significant drop in revenue.
52. The Receiver has listed the Sigma Pharmacy for sale on the MLS system pursuant to a listing agreement with Maged Bebawy (the "**Sigma Listing Agreement**"). As of the date of this Fourth Report no offers have been received. A copy of the Sigma Listing Agreement is attached to this Fourth Report as **Appendix "10"**.

VII. FEES AND DISBURSEMENTS OF THE RECEIVER

53. Attached to this Fourth Report as **Appendix "11"** is the Affidavit of Mukul Manchanda, sworn January 24, 2022, (the "**Manchanda Affidavit**") which incorporates, by reference a copy of the time dockets pertaining to the receiverships of each of the Debtors for the period from October 28, 2021 to and including December 31, 2021. The fees and disbursements of the Receiver for the period to and including October 27, 2021 for the Debtors for all the Debtors were previously approved by this Court.
54. The fees and disbursements of the Receiver for each of the Debtors for the period from October 28, 2021 to and including December 31, 2021 are as follows:
 - i. in respect of the receivership of Bless Hui for the period from October 28, 2021 to and including December 31, 2021 fees of \$29,124.95 (inclusive of HST, disbursements and a discount of \$2,085.00) were charged by Spergel

as detailed in the Manchanda Affidavit. This represents 86.00 hours at an effective rate of \$323.02 per hour.

- ii. in respect of the receivership of Maple Medi for the period from October 28, 2021 to and including December 31, 2021 fees of \$7,076.52 (inclusive of HST, disbursements and a discount of \$595.50) were charged by Spergel as detailed in the Manchanda Affidavit. This represents 19.20 hours at an effective rate of \$354.47 per hour.
- iii. in respect of the receivership of River Hill for the period from October 28, 2021 to and including December 31, 2021 fees of \$8,204.88 (inclusive of HST, disbursements and a discount of \$755.00) were charged by Spergel as detailed in the Manchanda Affidavit. This represents 22.50 hours at an effective rate of \$355.20 per hour.
- iv. in respect of the receivership of Stoney Creek for the period from October 28, 2021 to and including December 31, 2021 fees of \$6,978.15 (inclusive of HST, disbursements and a discount of \$488.50) were charged by Spergel as detailed in the Manchanda Affidavit. This represents 18.60 hours at an effective rate of \$345.69 per hour.
- v. in respect of the receivership of Toronto Apothecary for the period from October 28, 2021 to and including December 31, 2021 fees of \$7,606.07 (inclusive of HST, disbursements and a discount of \$804.50) were charged by Spergel as detailed in the Manchanda Affidavit. This represents 21.40 hours at an effective rate of \$347.66 per hour.
- vi. in respect of the receivership of Olde Walkerville for the period from October 28, 2021 to and including December 31, 2021 fees of \$20,856.66 (inclusive of HST, disbursements and a discount of \$1,716.50) were charged by Spergel as detailed in the Manchanda Affidavit. This represents 65.50 hours at an effective rate of \$303.54 per hour.
- vii. in respect of the receivership of 4231 for the period from October 28, 2021 to and including December 31, 2021 fees of \$4,752.22 (inclusive of HST, disbursements and a discount of \$308.50) were charged by Spergel as

detailed in the Manchanda Affidavit. This represents 10.80 hours at an effective rate of \$417.96 per hour.

- viii. in respect of the receivership of Jubilee for the period from October 28, 2021 to and including December 31, 2021 fees of \$3,392.42 (inclusive of HST, disbursements and a discount of \$193.50) were charged by Spergel as detailed in the Manchanda Affidavit. This represents 6.90 hours at an effective rate of \$461.52 per hour.
- ix. in respect of the receivership of JGWI for the period from October 28, 2021 to and including December 31, 2021 fees of \$4,080.71 (inclusive of HST, disbursements and a discount of \$210.00) were charged by Spergel as detailed in the Manchanda Affidavit. This represents 8.35 hours at an effective rate of \$457.63 per hour.
- x. in respect of the receivership of Brimley for the period from October 28, 2021 to and including December 31, 2021 fees of \$35,814.50 (inclusive of HST, disbursements and a discount of \$2,630.50) were charged by Spergel as detailed in the Manchanda Affidavit. This represents 115.05 hours at an effective rate of \$298.34 per hour.
- xi. in respect of the receivership of Sigma for the period from October 28, 2021 to and including December 31, 2021 fees of \$23,668.32 (inclusive of HST, disbursements and a discount of \$2,808.50.50) were charged by Spergel as detailed in the Manchanda Affidavit. This represents 68.95 hours at an effective rate of \$342.54 per hour.

VIII. RECEIVER'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

- 55. Attached to this Fourth Report as **Appendix "12"** are the Receiver's Interim Statements of Receipts and Disbursements as at December 31, 2021 for each of the Debtors.

IX. RECOMMENDATIONS

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

Dated at Toronto this 27th day of January, 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

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

Asim Iqbal, LSO#: 61884B
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Gavin H Finlayson, LSO#: 44126D
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Lawyers for the Applicants

Tab 2

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	TUESDAY, THE
)	
JUSTICE CAVANAGH	)	26 th 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

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

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Lawyers for the Applicants

Tab 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

)

WEDNESDAY, THE

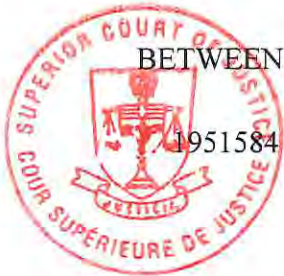
JUSTICE CAVANAGH

)

3rd 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 3rd, 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

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

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P.O. Box 1011
Toronto, ON Canada M5H 3S1

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Lawyers for the Applicants

Tab 4

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

)

WEDNESDAY, THE

JUSTICE CAVANAGH

)

25th 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

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

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P.O. Box 1011
Toronto, ON Canada M5H 3S1

Jeffrey C. Carhart, LSO#: 40947B
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Lawyers for the Applicants

Tab 5

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

)

TUESDAY, THE 7th

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

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

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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

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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 TH
)	
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.,
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 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
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Joël Turgeon (LSO #80984R)
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Lawyers for msi Spergel Inc. in its capacity as
court-appointed receiver of the Respondents

Tab 8



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

DS
MLSP
(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 Bless Hui Pharma Inc., o/a Hui Global Health Pharmacy (the "Seller")

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

Q-280 Spadina Ave Toronto, ON M5T 3A5

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

commencing at 12:01 a.m. on the 18 day of October, 2021,

until 11:59 p.m. on the 18 day of April, 2022 (the "Listing Period"),

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

DS
(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.

DS
(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
(Seller's Initials)



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The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of1..... % 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 within90..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller. All amounts set out as commission are to be paid plus applicable taxes on such commission.

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

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented. The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage. However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

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

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

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

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

INITIALS OF LISTING BROKERAGE: 

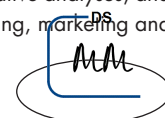
INITIALS OF SELLER(S): 

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

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):




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

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

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

(Does)

(Does Not)

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


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

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

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

17. SCHEDULE(S) SCHEDULE "B" 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:  10/18/2021 Maged Bebawy
(Authorized to bind the listing Brokerage) (Date) (Name of Person Signing)

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

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

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

 10/18/2021
(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.)

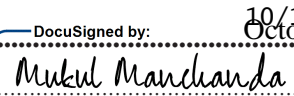
DECLARATION OF INSURANCE

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:  10/18/2021
(Signature of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the 18th day of October, 2021

DocuSigned by:  10/18/2021
(Signature of Seller) (Date)
(Signature of Seller) (Date)

Tab 9

PHARMACY PURCHASE AGREEMENT

BLESS HUI PHARMA INC., O/A HUI'S GLOBAL HEALTH PHARMACY

THIS AGREEMENT is made as of the 20th day of January, 2022.

BETWEEN:

MSI SPERGEL INC., solely in its capacity as court-appointed Receiver of all of the property and assets of Bless Hui Pharma Inc., o/a Hui's Global Health Pharmacy (the "**Company**") and not in any other capacity and with no personal or corporate liability

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

OF THE FIRST PART

- and -

1000087607 Ontario Inc.

(hereinafter called the "**Purchaser**")

OF THE SECOND PART

RECITALS:

Whereas:

- A. Pursuant to the Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) in Court File No. CV-20-00650853-00CL (the "**Proceedings**"), dated 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.

1. INTERPRETATION

1.1. Definitions

In this Agreement:

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

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

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

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

"Assets" has the meaning given in recital A;

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

"Business" means the retail pharmacy business of the Company;

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

"Claims" shall have the meaning ascribed thereto in the Vesting Order;

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

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

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

"College" means the Ontario College of Pharmacists;

"Company" has the meaning given in the listing of the Parties of the First Part;

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

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

"Court" means the Ontario Superior Court of Justice (Commercial List);

"Deposit" has the meaning set out in Section 2.3;

"Encumbrances" shall have the meaning ascribed to thereto in the Vesting Order;

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

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

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

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

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

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

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

"Inventory Valuation" has the meaning set out in Section 5.3;

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

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

"Listing Broker" means Maged Bebawy or another representative of REMAX West Realty Inc.

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

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

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

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

"Premises" means the premises as listed in Schedule B;

"Purchase Price" means the purchase price payable for the Purchased Assets pursuant to Section 2.2 ;

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

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

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

"Transaction" means the transaction of purchase and sale contemplated pursuant to this Agreement;

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

1.2. Statutes

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

1.3. Headings

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

1.4. Number and Gender

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

1.5. Entire Agreement

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

1.6. Amendment

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

1.7. Waiver of Rights

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

1.8. Schedules

The following Schedules form part of this Agreement:

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

1.9. Applicable Law

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

1.10. Currency

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

1.11. Third Party Beneficiaries

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

2.

PURCHASE AND SALE

2.1. Purchase and Sale of Purchased Assets

- (a) The Vendor shall sell, assign and transfer to the Purchaser and the Purchaser shall purchase the Purchased Assets on the Closing Date pursuant to the Vesting Order and the Purchaser shall pay the Purchase Price on the Closing Date, subject to the terms and conditions contained in this Agreement.

(b) The Purchaser hereby acknowledges to and in favour of the Vendor that the Purchaser has conducted its own investigations and inspections of the Purchased Assets and that the Purchaser is responsible to conduct its own inspections and investigations of all matters and things connected with or in any way related to the Purchased Assets, that the Purchaser has satisfied itself with respect to the Purchased Assets and all matters and things connected with or in any way related to the Purchased Assets, that the Purchaser has relied entirely upon its own investigation and inspections in entering into this Agreement, that the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis as at the Closing Date, that the Purchaser will accept the Purchased Assets in their state, condition and location on Closing and that the Purchaser hereby acknowledges that the Vendor has made no representations, warranties, statements or promises, including as to the compliance with any Applicable Laws affecting the Transaction, save and except as are expressly contained in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) do not apply to the sale of the Purchased Assets and have been waived by the Purchaser. Except as expressly set out in this Agreement, no adjustment shall be allowed to the Purchaser for any changes in condition, quality or quantity of the Purchased Assets to and including the Closing Date. Except as specifically contemplated and provided for in this Agreement, the Purchaser acknowledges that the Vendor is not required to inspect or count, or provide any inspection or counting, of the Purchased Assets or any parts thereof and the Purchaser shall be deemed, at its own expense, to have relied entirely upon its own inspection and investigation of the Purchased Assets. Nothing contained herein shall require the Vendor, following Closing, to take possession of, protect, preserve, or otherwise safeguard any Purchased Assets.

(c) The Purchaser acknowledges and agrees that any and all information relating to the Purchased Assets (including any environmental report(s), if any, or any information memorandum given by the Vendor, the Company, or any other person to the Purchaser) was delivered to the Purchaser solely for the Purchaser's convenience and there is no representation or warranty of any kind whatsoever made by the Vendor nor the Company or any other person with respect to the accuracy or completeness of any such information.

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

(d) The Purchaser acknowledges that it shall be the Purchaser's sole responsibility to obtain, at its own expense, and the Purchaser shall use its best efforts to obtain, any consents, approvals or any further documentation or assurances which may be required to be obtained by Purchaser (but not the Company or Vendor) to carry out the terms of this Agreement. Notwithstanding the foregoing, the

Vendor agrees to do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power and as the Purchaser may reasonably request be done and or executed, in order to carry out the terms of this Agreement, but in so doing, shall not be required to incur any expense or liability (except as the Vendor in its absolute discretion sees fit).

- (e) The Purchaser shall assume, at its own cost, complete responsibility for compliance with all Applicable Laws in connection with the Purchased Assets, or the use thereof by the Purchaser, after the Closing Date.
- (f) The Purchaser shall be responsible for making all necessary arrangements for continued occupation of the Premises as assignee pursuant to the Lease.

2.2. Purchase Price & Purchased Assets

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

3.

REPRESENTATIONS AND WARRANTIES

3.1. Representations and Warranties of the Vendor

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

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

3.2. Representations and Warranties of the Purchaser

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

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

3.3. Interpretation

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

3.4. Commission

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

3.5. Survival of Representations and Warranties

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

4.

CONDITIONS PRECEDENT

4.1. Conditions of Closing

Either the Purchaser or the Vendor shall be obliged to complete the Closing only if each of the conditions precedent set out below in Sections 4.1.1 through 4.1.10 inclusive, has been satisfied in full at or before the Closing Time.

4.1.1. Accuracy of Representations and Performance of Covenants

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

4.1.2. Litigation

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

4.1.4 Receipt of Closing Documentation

All documentation relating to the sale and purchase of the Purchased Assets and such other Closing Documents relating to the due authorization and completion of the sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Purchaser and the Vendor of their obligations under this Agreement shall be satisfactory to each of the Purchaser, the Vendor and

their respective counsel, as applicable. Each of the Purchaser and the Vendor shall have received copies of the Closing Documents and all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated hereby and the taking of all corporate proceedings in connection therewith in form (as to certification and otherwise) and substance satisfactory to each of the Purchaser, the Vendor and their respective counsel.

4.1.5. Orders

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

4.1.6. No Removal of Purchased Assets

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

4.1.7. Cancellation of Insurance

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

4.1.8. Assignment of the Lease

If consent to assignment by the Vendor is required under the Lease, (i) the landlord under the Lease shall have consented to the direct assignment of the Lease and

its provisions, unamended, by the Vendor to the Purchaser, or (ii) the Vendor shall have obtained an Order authorizing and compelling such assignment.

4.1.9 Ontario College of Pharmacists ("OCP") and Ontario Drug Benefit ("ODB") approval :

The Purchaser shall have received accreditation from OCP to operate the Business as of the Closing Date, and approval from ODB program and shall have received ODB provider number prior to the Closing Date

4.2. Waiver

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

4.3. Failure to Satisfy Conditions

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

5.

5.1. Access

The Vendor agrees to allow the Purchaser and the Purchaser's authorized representatives accompanied by a representative of the Vendor access to the Purchased Assets on two occasions prior to closing during normal business hours to inspect the Purchased Assets and make arrangements for closing. The Purchaser covenants and agrees to (i) repair or pay the cost of repair of any damage occasioned during and resulting from the inspection of the Purchased Assets conducted by the Purchaser or its authorized representatives, as outlined above and to return the Purchased Assets to the condition they were in prior to such inspections; and (ii) indemnify and save the Vendor harmless from and against all losses, costs, claims, third party claims, damages, expenses (including legal costs as between a solicitor and its own client) which the Vendor may suffer as a result of the inspection of the Purchased Assets conducted by the Purchaser or its authorized representatives, as outlined above or as a result of any unauthorized tests or inspections by a Government Authority. The provisions of this Section 5.1 shall survive Closing or other termination of this Agreement, notwithstanding any other provisions hereof.

5.2. Non-Disclosure of Transaction

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

5.3. Inventory

The Purchaser agrees that the portion of the Purchase Price allocated to Inventory 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 borne equally by the Purchaser and the Vendor;

(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; and

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

(g) Over The Counter (OTC) medications, home health care products and all non-prescription items inventory shall be valued at invoice cost price; and

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

5.4. Computers

The Purchaser shall allow the Vendor to maintain possession of such portion of the computer systems and related equipment, both hardware and software (the "**Computers**") as the Vendor may reasonably require for such period of time following

Closing as may be reasonably required by the Vendor to complete its administration of the receivership of the Company at which time, the Vendor shall forthwith deliver up possession of the Computers to the Purchaser.

5.5. Risk of Loss

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

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

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

5.6 Records

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

6. GENERAL

6.1. Expenses

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

6.2. Time

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

6.3. Notices

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

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

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

and with a further copy to its counsel at:

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

- (b) In the case of the Purchaser:

1000087607 Ontario Inc.

Attention: Lina Ko _____
Tel.: 289-244-6623 or 647-8984439 _____
Fax: _____
Email: lina_neako@indomail.com and ashfaltaous@gmail.com _____

and with a further copy to its counsel at:

Marianne Keriakos
MKLaw
The Deloitte Building

400 Applewood Cres Suite 100
Vaughan ON L4K 0C3 _____

Attention: Marianne Keriakos _____
Tel.: 416-512-7400 _____
Fax: _____
Email: mkeriakos@pharmacistlawyers.ca _____

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

6.4. Public Announcements / Confidentiality of Agreement

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

6.5. Assignment

- (a) The Purchaser may not assign any or all rights or benefits under this Agreement to any Person without the Vendor's written consent which consent shall be in the Vendor's sole discretion. If the Purchaser wishes to assign this agreement after the grant of the Vesting Order and the Vendor consents in its sole discretion, the Purchaser shall pay all of the costs incurred by the Vendor on a solicitor and its own client scale in connection with all proceedings to amend the Approval and Vesting Order or otherwise provide for vesting in the assignee.
- (b) Except as provided in Section 6.5(a), no assignment of benefits or arrangement for substituted performance by one Party shall be of any effect.
- (c) This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any Party) and permitted assigns.

6.6. Further Assurances

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

6.7. Remedies Cumulative

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

6.8. Counterparts

This Agreement may be executed electronically and 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 25th day of January, 2022. If this Agreement has not been fully accepted in accordance with its terms by 12:00 p.m. (Eastern Time) on the 25th day of January, 2022, such offer shall be null and void and the Purchaser shall have no obligation to the Vendor and vice versa.

- EXECUTION PAGE FOLLOWS -

IN WITNESS WHEREOF this Agreement has been executed by the Purchaser on the 20th day of January, 2022.

1000087607 Ontario Inc.

Per: 

Name: Ashraf Faltaous

Position: Secretary

Per: 

Name: Lina Ko

Position: President

IN WITNESS WHEREOF this Agreement has been executed by the Vendor on the _____ day of _____, 2022.

MSI SPERGEL INC., solely in its capacity as the Court appointed Receiver of Bless Hui Pharma Inc., o/a Hui's Global Health Pharmacy and not in any other capacity and with no personal or corporate liability

P



Name: Mukul Manchanda

Title: Managing Partner

I/We have the authority to
bind the
corporation

SCHEDULE A

Approval and Vesting Order

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

B E T W E E N:

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

Applicants

- and -

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

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of the Respondents, including Bless Hui Pharma Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and • (the “**Purchaser**”) dated • and appended to the • Report of the Receiver dated • (the “**• Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

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

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

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

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

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

7. THIS COURT ORDERS that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent

preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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

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

Schedule A – Form of Receiver's Certificate

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

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

Applicants

- and -

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

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable • of the Ontario Superior Court of Justice (the "**Court**") dated •, msi Spergel Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of the Respondents, including Bless Hui Pharma Inc. (the "**Debtor**").

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____

Name:

Title:

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

- Any Kohl & Frisch Limited security registered under *Personal Property Security Act* (Ontario) (“PPSA”) registration number 20180502 1146 1862 2090, and 20210419 1005 1862 5933 (File # 738884979)
- Any McKesson Canada Corporation security registered under PPSA registration number 20170321 1708 1462 0920 and 20170321 1708 1462 0921 (File # 725803335 and 725803344)
- Any CWB Maxium Financial Inc. security registered under PPSA registration number 20170131 1034 1529 8037. (File # 724474737)
- Including any assignment, as the case may be.

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

(unaffected by the Vesting Order)

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

SCHEDULE B

Addresses of Premises

Q-280 Spadina Avenue, Toronto, Ontario

SCHEDULE C

PURCHASE PRICE ALLOCATION

Bless Hui Pharma Inc.- Prescriptions and Goodwill	
Bless Hui Pharma Inc.- Fixtures and Equipment	

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

B E T W E E N:

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

Applicants

- and -

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC., BLESS
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APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. AND OLDE
WALKERVILLE HOLDINGS INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of the Respondents, including Bless Hui Pharma Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and • (the “**Purchaser**”) dated • and appended to the • Report of the Receiver dated • (the “• **Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), was heard this day at 330 University Avenue, Toronto, Ontario.

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

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

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

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

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

7. THIS COURT ORDERS that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent

preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

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

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

Schedule A – Form of Receiver’s Certificate

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

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APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. AND OLDE
WALKERVILLE HOLDINGS INC.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

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

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

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

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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 Bless Hui Pharma Inc., and not in its personal capacity

Per: _____

Name:

Title:

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

- Any Kohl & Frisch Limited security registered under *Personal Property Security Act* (Ontario) (“PPSA”) registration number 20180502 1146 1862 2090, and 20210419 1005 1862 5933 (File # 738884979)
- Any McKesson Canada Corporation security registered under PPSA registration number 20170321 1708 1462 0920 and 20170321 1708 1462 0921 (File # 725803335 and 725803344)
- Any CWB Maxium Financial Inc. security registered under PPSA registration number 20170131 1034 1529 8037. (File # 724474737)
- Including any assignment, as the case may be.

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

(unaffected by the Vesting Order)

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

Tab 10



Form 520

for use in the Province of Ontario

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

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive

EXCLUSIVE

(Seller's Initials)

(Seller's Initials)

BETWEEN:

BROKERAGE:

REMAX WEST REALTY INC. BROKERAGE

96 REXDALE BLVD. TORONTO

(the "Listing Brokerage") Tel. No.

416-745-2300

SELLER: msi Spengel Inc., solely in its capacity as court-appointed receiver of

(the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as

Sigma Drug Mart

2 Dufferin St Tilbury, ON N0P 2L0

N0P 2L0

(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 13 day of December 20 21

until 11:59 p.m. on the 13 day of June 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:

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 5.00 % 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):



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© 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 CREA. Do not alter when printing or reproducing the standard presser 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 3 % 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
AM



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

INITIALS OF LISTING BROKERAGE:

MS

INITIALS OF SELLER(S):

MM



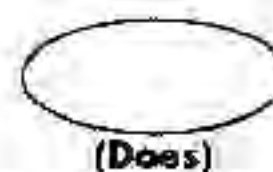
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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of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

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

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



(Does)



(Does Not)

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

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

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

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

17. SCHEDULE(S) 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 Listing Brokerage)
SF38483DPE1545B

12/10/2021

(Date)

Maged Behawy

(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:

Mukul Manchanda
(Signature of Seller/Authorized Signing Officer)

12/15/2021

(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 Behawy

(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 13th day of December, 2021

(Signature of Seller)

DocuSigned by:

Mukul Manchanda

900FDB5D490C41C

12/15/2021

(Date)

(Signature of Seller)

(Date)



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Tab 11

**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., JUBILEE PROPERTY
INVESTMENTS INC., MAPLE MEDI PHARMA INC., RIVER HILL PHARMACY LTD.,
SIGMA HEALTHCARE INC., STONEY CREEK PHARMA INC., TORONTO
APOTHECARY PHARMA INC., and OLDE WALKERVILLE HOLDINGS INC.**

Respondents

AFFIDAVIT OF MUKUL MANCHANDA
(sworn January 25, 2022)

I, **MUKUL MANCHANDA**, of the City of Brampton, in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**Spergel**"), the Court-Appointed Receiver (the "**Receiver**") of the following companies (collectively the "**Debtors**");
 - a) 4231 Sheppard Avenue East Inc., ("**4231**");
 - b) Abu Seifein Brimley Pharma Inc. ("**Brimley**");
 - c) Bless Hui Pharma Inc. ("**Bless Hui**");
 - d) JG Windsor Inc. ("**JGWI**");
 - e) Jubilee Property Investors Inc., ("**Jubilee**")
 - f) Maple Medi Pharma Inc. ("**Maple Medi**");
 - g) River Hill Pharmacy Ltd. ("**River Hill**");

- h) Sigma Healthcare Inc. ("**Sigma**");
- i) Stoney Creek Pharma Inc. ("**Stoney Creek**");
- j) Toronto Apothecary Pharma Inc. ("**Toronto Apothecary**"); and
- k) Olde Walkerville Holdings Inc. ("**Olde Walkerville**").

and as such have knowledge of the matters to be deposed herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.

2. The Receiver was appointed, without security, of all of the assets, undertakings and properties of the Debtors by Orders of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List), in the case of Bless Hui, Maple Medi, River Hill, Stoney Creek, Toronto Apothecary, and Olde Walkerville made November 25, 2020, in the case of 4231, JGWI and Jubilee, made February 3, 2021, in the case of Brimley, made April 8, 2021 and in the case of Sigma made September 7, 2021.
3. In connection with the receivership of Bless Hui for the period from October 28, 2021 to and including December 31, 2021 fees of \$29,124.95 (inclusive of HST, disbursements and a discount of \$2,085.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "1"** to this my Affidavit. This represents 86.00 hours at an effective rate of \$323.02 per hour.
4. In connection with the receivership of Maple Medi for the period from October 28, 2021 to and including December 31, 2021 fees of \$7,076.52 (inclusive of HST, disbursements and a discount of \$595.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "2"** to this my Affidavit. This represents 19.20 hours at an effective rate of \$354.47 per hour.
5. In connection with the receivership of River Hill for the period from October 28, 2021 to and including December 31, 2021 fees of \$8,204.88 (inclusive of HST, disbursements and a discount of \$755.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "3"** to this my Affidavit. This represents 22.50 hours at an effective rate of \$355.2 per hour.

6. In connection with the receivership of Stoney Creek for the period from October 28, 2021 to and including December 31, 2021 fees of \$6,978.15 (inclusive of HST, disbursements and a discount of \$488.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "4"** to this my Affidavit. This represents 18.60 hours at an effective rate of \$345.69 per hour.
7. In connection with the receivership of Toronto Apothecary for the period from October 28, 2021 to and including December 31, 2021 fees of \$7,606.07 (inclusive of HST, disbursements and a discount of \$804.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "5"** to this my Affidavit. This represents 21.40 hours at an effective rate of \$347.66 per hour.
8. In connection with the receivership of Olde Walkerville for the period from October 28, 2021 to and including December 31, 2021 fees of \$20,856.66 (inclusive of HST, disbursements and a discount of \$1,716.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "6"** to this my Affidavit. This represents 65.50 hours at an effective rate of \$303.54 per hour.
9. In connection with the receivership of 4231 for the period from October 28, 2021 to and including December 31, 2021 fees of \$4,752.22 (inclusive of HST, disbursements and a discount of \$308.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "7"** to this my Affidavit. This represents 10.80 hours at an effective rate of \$417.96 per hour.
10. In connection with the receivership of Jubilee for the period from October 28, 2021 to and including December 31, 2021 fees of \$3,392.42 (inclusive of HST, disbursements and a discount of \$193.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "8"** to this my Affidavit. This represents 6.90 hours at an effective rate of \$461.52 per hour.

11. In connection with the receivership of JGWI for the period from October 28, 2021 to and including December 31, 2021 fees of \$4,080.71 (inclusive of HST, disbursements and a discount of \$210.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "9"** to this my Affidavit. This represents 8.35 hours at an effective rate of \$457.63 per hour.
12. In connection with the receivership of Brimley for the period from October 28, 2021 to and including December 31, 2021 fees of \$35,814.50 (inclusive of HST, disbursements and a discount of \$2,630.50.00) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "10"** to this my Affidavit. This represents 115.05 hours at an effective rate of \$298.34 per hour.
13. In connection with the receivership of Sigma for the period from October 28, 2021 to and including December 31, 2021 fees of \$23,668.32 (inclusive of HST, disbursements and a discount of \$2,808.50) were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "11"** to this my Affidavit. This represents 68.95 hours at an effective rate of \$342.54 per hour.
14. The hourly billing rates detailed in this Affidavit are comparable to the hourly rates charged by Spergel for services rendered in relation to similar proceedings.
15. This Affidavit is made in support of a motion to, *inter alia*, approve the receipts and disbursements of the Receiver and its accounts.
16. I make this Affidavit for no improper purpose.

SWORN BEFORE ME at the City
of Toronto, in the Province of
Ontario, this 25th day of January, 2022.



A Commissioner, etc.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for me Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022

)



MUKUL MANCHANDA

**This is Exhibit “1” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25 day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msl Spargel inc.
and Spargel & Associates inc.
Expires September 21, 2022.

January 19, 2022

Invoice #: 12257

Bless Hui Pharma Inc. o/a Hui's Pharmasave

Billing Period: Dec 31, 2021

Invoice

RE: Bless Hui Pharma Inc. o/a Hui's Pharmasave

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	18.10	\$525.00	\$9,502.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	1.40	375.00	525.00
Mukul Manchanda, CPA, CIRP, LIT	7.50	450.00	3,375.00
Susan Downey	4.70	165.00	775.50
Paula Amaral	21.30	290.00	6,177.00
Others	33.00	225.00	7,425.00
Total Professional fees	86.00	\$323.02	\$27,780.00
Courtesy Discount			(2,085.00)
HST			3,340.35
Reimbursable Expenses			
Courier			\$79.28
Total Reimbursable expenses			\$79.28
HST on expenses			\$10.32
Total			<u><u>\$29,124.95</u></u>
HST Registration #R103478103			
(AABLES-R)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABLES-R: to AABLES-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 6

File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
Frieda Kanaris (FKA)			
Mon	11/01/2021	On Site visit to deliver payroll cheques and pick-up cash (October 30), discussion with Linh; revise SRD to October 27; admin on file; email exchange with Linh re missing payroll cheques, email to Paula re same.	3.00
Thur	11/04/2021	Count and deposit cash and cheques; review emails from Linh re Christmas gifts for doctors, discussion with MM re same.	1.00
Wed	11/10/2021	Review email from Linh re gifts for doctors, discussion with MM.	0.30
Mon	11/15/2021	On site visit to deliver payroll cheques and pick-up cash, discussion with Linh and MM re gift baskets for medical offices; return to office, count and deposit cash and cheques.	2.50
Fri	11/26/2021	Requisition payment for pharmacist George Chan and TAL invoice; email exchange with Linh re gift baskets for doctors.	0.50
Mon	11/29/2021	Attend pharmacy (November 27), deliver payroll cheques, pick up cash; count and deposit cash; email exchange with Linh re gift baskets for doctors.	3.00
Thur	12/16/2021	Site visit to meet with potential purchaser; deliver payroll cheques; exchange of emails re setting up site visit.	2.50
Fri	12/17/2021	Attend re second site visit with Youseff, Mina and Mike;	3.00
Mon	12/20/2021	Count and deposit cash.	2.50
Fri	12/24/2021	Site visit, internet down, conference call with Linh and Youseff	1.50
Thur	12/30/2021	Site visit to pharmacy, drop off payroll cheques and meet with Linh, pick up cash, return to office, count and deposit cash.	1.50
Frieda Kanaris (FKA)			21.30
Gillian Goldblatt (GGO)			
Thur	10/28/2021	review and approve disbursements.	0.30
Tues	11/02/2021	review and approve disbursements.	0.20
Thur	11/11/2021	review and approve disbursements.	0.30
Fri	11/26/2021	review and approve disbursements.	0.30
Tues	12/14/2021	review and approve disbursements.	0.30
Gillian Goldblatt (GGO)			1.40
Haran Sivanathan (HSI)			
Fri	11/12/2021	Bank reconciliation/Posting cheques/Deposit	0.70
Mon	11/29/2021	Bank reconciliation/Posting cheques/Deposit	0.40
Fri	12/03/2021	Bank reconciliation/Posting cheques/Deposit	0.60
Wed	12/08/2021	Bank reconciliation/Posting cheques/Deposit	0.30
Thur	12/09/2021	Bank reconciliation/Posting cheques/Deposit	0.60
Fri	12/10/2021	Bank reconciliation/Posting cheques/Deposit	0.40
Mon	12/13/2021	Bank reconciliation/Posting cheques/Deposit	1.20
Wed	12/15/2021	Bank reconciliation/Posting cheques/Deposit	0.90
Thur	12/16/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Tues	12/21/2021	Bank reconciliation/Posting cheques/Deposit	0.90
Fri	12/24/2021	General	0.30
Haran Sivanathan (HSI)			6.80
Inga Friptuleac (IFR)			
Mon	11/01/2021	Deposit; Issue cheques	0.30
Mon	11/08/2021	Deposit; Issue cheques	1.30
Mon	11/15/2021	Deposit; Postings	0.40
Mon	11/22/2021	Issue cheques	1.10
Mon	11/29/2021	Postings, Issue cheque , Deposit	0.80
Wed	12/29/2021	Postings, Issue cheques, Deposit	1.00

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Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 2 of 6

File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
Inga Friptuleac (IFR)			4.90
Mukul Manchanda (MMA)			
Thur	10/28/2021	Continue drafting the report. Review of the correspondence with CRA and claims regarding HST and payroll.	0.80
Fri	10/29/2021	Dealt with cash flow issues. Email exchanges regarding operational issues including replacement of the DM.	0.40
Mon	11/01/2021	Receipt and review of an email from B. Bissell containing comments to the report. Participated in a conference call with B. Bissell and P. Gennis regarding same.	0.20
Tues	11/02/2021	Receipt, review and approve payables. Receipt, review and approve SRDs to be included in the report. Review of email exchanges with B. Wyatt regarding additional borrowings. Prepare fee affidavit and exhibits and other appendices to the report. Finalize report and review final copy with counsel.	1.00
Wed	11/03/2021	Receipt, reviews and approved payroll cheques.	0.20
Fri	11/05/2021	Receipt, review and approve payables.	0.20
Mon	11/08/2021	Receipt and review of the factum of the Receiver.	0.20
Tues	11/09/2021	Receipt, review and approve payroll.	0.50
Wed	11/10/2021	Receipt and review of the supplement report. Receipt and review of the updated draft orders. Review of materials in advance of the court hearing. Attended the court hearing. Receipt and review of the Endorsement of Justice Cavanagh along with the orders.	0.40
Thur	11/11/2021	Receipt, review and approve payables.	0.20
Fri	11/12/2021	Receipt, review and approve payables.	0.20
Tues	11/23/2021	Receipt, review and approve payables.	0.10
Wed	11/24/2021	Receipt, review and sign the 246 report. Receipt and review of the revised APS.	0.50
Fri	11/26/2021	Receipt, review and approve payables. Discussion with pharmacist regarding holiday gifts to doctors etc.	0.30
Mon	11/29/2021	Receipt, review and approve payables.	0.10
Tues	11/30/2021	Prepared fee schedule and emailed same to R. Randall. Email exchanges with R. Randall regarding same. Email exchanges with B. Bissell regarding the APS.	0.40
Wed	12/01/2021	Receipt and review of an email from B. Bissell containing a blackline clean version of the APS.	0.40
Fri	12/03/2021	Receipt and review of emails from Melanie regarding the Fillware software.	0.10
Tues	12/07/2021	Email exchanges with F. Kanaris and Linh regarding price increases.	0.20
Thur	12/09/2021	Receipt and review of the revised APS. Receipt, review and approve payables.	0.30
Fri	12/10/2021	Review final APS and prepare an executed copy and emailed same to B. Bissell.	0.30
Wed	12/22/2021	Receipt, review and approve payroll. Receipt, review and approve payables.	0.50
Mukul Manchanda (MMA)			7.50
Paula Amaral (PAM)			
Thur	10/28/2021	Prepare debit and credit requisitions as per bank statement transactions.	1.30
Mon	11/01/2021	Prepare payroll requisitions for additional staff.	0.30
Tues	11/02/2021	Receive cheque from Claim Secure for balance of amounts outstanding. Prepare requisition for deposit of cheque.	0.10

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Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 3 of 6

File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
Paula Amaral (PAM)			
Fri	11/05/2021	Deliver paycheques to staff. Prepare debit and credit requisitions as per bank statement transactions.	2.50
Tues	11/09/2021	Prepare requisitions for payroll including calculation of source deductions.	3.00
Wed	11/10/2021	Prepare source deduction filings and requisition for payment.	0.70
Thur	11/11/2021	Download all Non disclosure agreements and acknowledgements and update NDA summary spreadsheet.	1.00
Fri	11/12/2021	Prepare bank analysis to determine cash needs. Prepare requisitions for transfer. Prepare debit and credit requisitions as per bank statement transactions.	1.50
Fri	11/19/2021	Summarize offers received.	1.00
Mon	11/22/2021	Prepare requisitions for debit and credit bank transactions.	1.00
Tues	11/23/2021	Prepare Receiver's Second Interim Report including the Statement of Receipts and Disbursements. Prepare payroll and requisitions for approval. Assist with bank reconciliation. Calculation of WSIB premium and report online.	3.20
Thur	11/25/2021	Prepare requisition for WSIB payment.	0.30
Mon	11/29/2021	Preparation of spreadsheet with projected disbursements.	0.40
Wed	12/01/2021	Prepare requisitions for debit and credit bank transactions. Update Disbursement spreadsheet with updated projected disbursement.	1.10
Thur	12/02/2021	Review documentation received from CRA regarding HST audit and missing HST and corporate returns pre receivership. Email documents to previous accountant.	0.50
Mon	12/06/2021	Send email to staff requesting payroll information. Calculation of source deductions for Nov 1-30. Preparation of requisition for payment.	0.50
Tues	12/07/2021	Preparation of payroll including pay statements and requisitions.	1.20
Thur	12/09/2021	Prepare requisitions for transfer of funds from Brimley Pharmacy to Bless Hui.	0.20
Tues	12/14/2021	Receive payroll cheques, assemble with payroll statements and prepare for delivery.	0.30
Wed	12/15/2021	Prepare requisition for PMSI claim for McKesson.	0.20
Thur	12/16/2021	Prepare requisitions for posting of debit and credit transactions as per bank statement.	1.00
Paula Amaral (PAM)			21.30
Philip H. Gennis (PGE)			
Thur	10/28/2021	Operational review in light of resignation of DM; email exchange with Linh	0.75
Sat	10/30/2021	Receipt and review of Counsel revisions top Third Report;	0.25
Mon	11/01/2021	telephone conference with Counsel; implementation of revisions to Third Report	0.25
Tues	11/02/2021	Minor revisions to Third Report and transmittal to Counsel together with appendices;	0.25
Wed	11/03/2021	email from Counsel to Service List outlining nature of motion scheduled for November 10th;	0.10
Mon	11/08/2021	telephone conference with Counsel; ; implementation of revisions to Supplement to Third Report	0.20

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Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 4 of 6

File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Wed	11/10/2021	Attend hearing before HHJ Cavanagh; receipt and review of endorsement and signed Orders;	0.20
Fri	11/12/2021	Receipt and review of two offers to purchase; lengthy telephone discussion with Counsel for third prospective purchaser; email exchange with Lawrie Insurance regarding policy renewal;	0.50
Mon	11/15/2021	Email exchange with Chad Brownlee of Lawrie Insurance regarding renewal of coverage for three months as the sales process continues;	0.25
Tues	11/16/2021	Telephone discussion and email exchange with Insurance Broker regarding renewal of insurance;	0.25
Wed	11/17/2021	Review of offers received to date; telephone discussion with Receiver's Counsel; receipt and review of Counsel comments on offer received from Steve Pottins;	1.00
Thur	11/18/2021	Email exchange with Counsel regarding Offer to be negotiated; email to Counsel for prospective purchaser;	0.50
Mon	11/22/2021	Review of revised Offer received with deposit from Youseff Hanna and transmittal to Counsel for review and revision; lengthy telephone discussion with Bernard Lefebvre at McKesson; telephone discussion with Landlord regarding sales process; telephone discussion with Counsel for Purchaser;	1.05
Wed	11/24/2021	Receipt and review of changes to APS made by Receiver's Counsel against changes previously made by Counsel for Purchaser;	1.00
Thur	11/25/2021	Email exchange and telephone discussion with McKesson regarding PMSI payout; email exchange and telephone discussion with K&F regarding PMSI payout;	0.50
Fri	11/26/2021	Telephone discussion with Stephen Pottins Counsel for prospective purchaser;	0.25
Mon	11/29/2021	Email exchange and telephone discussion with Rod Randall regarding status of negotiations with current prospective purchaser; lengthy telephone discussion with Counsel for Purchaser regarding proposed terms and conditions;	0.75
Tues	11/30/2021	Review of PMSI and other priority claims to enable response to enquiry from Bank; email exchange with Receiver's Counsel regarding APS currently being negotiated; email exchange and telephone discussion with both Kohl & Frisch and McKesson regarding PMSI Claims;	0.30
Wed	12/01/2021	Email exchange with McKesson requesting confirmation of quantum of PMSI Claim; receipt and review of revised draft APS sent to Counsel for Prospective Purchaser;	0.50
Tues	12/07/2021	Email exchange with Rod Randall regarding sale of pharmacy;	0.25
Thur	12/09/2021	Receipt and review of CRA HST Audit Assessment; email to Ban regarding bankruptcy of corporation; receipt and review of further draft APS from Counsel for Purchaser; receiving instructions to proceed with bankruptcy.	0.50
Fri	12/10/2021	Email exchange and telephone discussion with Landlord regarding purported arrears of rent; receipt and review of final draft agreement with Youseff Hanna; email exchange with Rod Randall confirming execution of conditional offer to purchase of pharmacy;	0.50
Mon	12/13/2021	Further emails with Landlord regarding handling of pre-receivership arrears; email exchange with listing broker regarding proposed site visit by Purchaser;	0.50
Tues	12/14/2021	Email exchange setting up site visit by Purchaser; telephone discussion with Listing Broker;	0.25

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABLES-R: to AABLES-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 5 of 6

File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Wed	12/15/2021	Lengthy telephone discussion with Purchaser and efforts to facilitate site visit as part of his due diligence; email to Darren Smith introducing Purchaser;	0.75
Fri	12/17/2021	Email exchanges with Landlord regarding assignment to prospective purchaser and ultimate payment of pre-receivership rent arrears; telephone discussion and email exchange with Purchaser setting up site visits;	0.75
Mon	12/20/2021	Email exchange and telephone discussion with Landlord regarding Lease Assignment; email exchange with Purchaser connecting him to Landlord; email exchange with Counsel regarding obtaining court date for sale approval; email exchanges with Purchasers setting up site visits and providing employee rates and lease information;	0.75
Wed	12/22/2021	Email exchange with Counsel regarding conditions in APS and timing of waiver of same; email exchange with Purchaser regarding further site visit;	0.50
Thur	12/23/2021	Review of APS due diligence condition; email exchange with Receiver's Counsel and Counsel for Purchaser settling date for the closing of the conditional period;	0.50
Wed	12/29/2021	Lengthy telephone discussion with Joe Hanna regarding his purchase of pharmacy; receipt and review of lengthy email from Joe Hanna outlining his concerns with waiving conditions at this time and requesting additional time for due diligence; email exchange and telephone discussion with Rod Randall at CWB regarding interaction with Joe Hanna; further telephone discussion with Joe Hanna; email to Counsel regarding exchanges with Joe Hanna and confirming that email exchange would be sufficient to revise the conditional period in the APS; telephone discussion with Landlord regarding lease assignment and possibility of purchaser negotiating a second five year option;	2.25
Thur	12/30/2021	Email to Rod Randall at CWB providing update on discussions with Purchaser; email exchange with Receiver's Counsel; lengthy email exchange and telephone discussion with Counsel for Purchaser regarding extension of conditional period and providing likely cap on purchase price;	1.00
Fri	12/31/2021	Telephone discussion with Rod Randall regarding finalization of amendment to conditional period and extension for due diligence to January 14, 2022; further telephone discussion with Purchaser;	0.75
Philip H. Gennis (PGE)			18.10
Susan Downey (SDW)			
Mon	11/01/2021	Review of HST documentation and other tax related communications	0.20
Tues	11/02/2021	Issue with Blue Cross Billing. Spoke to Blue Cross rep and e-mailed required information	0.50
Wed	11/03/2021	Processing disbursements	0.20
Mon	11/08/2021	Processed disbursements	0.20
Mon	11/22/2021	Lihn having issues with provider number. Advised he needs to use new account number.	0.20
Tues	11/23/2021	Finalize 2nd Interim Report. process disbursements, respond to Lihn re: provider billing issue	0.80
Thur	11/25/2021	Processing disbursements	0.20
Mon	11/29/2021	Processing rent cheques	0.50
Tues	11/30/2021	Processing disbursements	0.20
Tues	12/07/2021	Processing disbursements	0.20

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABLES-R: to AABLES-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22
Page 6 of 6

File Name (ID): Bless Hui Pharma Inc. o/a Hui's Pharmsave (AABLES-R:)

Day	Date	Memo	B-Hrs
Susan Downey (SDW)			
Mon	12/13/2021	Processing disbursements and response to Property Manager regarding Rent Arrears	0.80
Wed	12/29/2021	Processing disbursements including paycheques and rent	0.70
Susan Downey (SDW)			4.70
Total for File ID AABLES-R:			86.00
Grand Total:			86.00

**This is Exhibit “2” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spengel inc.
and Spengel & Associates inc.
Expires September 21, 2022.

January 19, 2022

Invoice #: 12258

Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy

Billing Period: Dec 31, 2021

Invoice

RE: Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	2.60	\$525.00	\$1,365.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.20	375.00	75.00
Mukul Manchanda, CPA, CIRP, LIT	6.50	450.00	2,925.00
Susan Downey	2.40	165.00	396.00
Paula Amaral	5.50	290.00	1,595.00
Others	2.00	225.00	450.00
Total Professional fees	19.20	\$354.47	\$6,806.00
Courtesy Discount			(595.50)
HST			807.37
Reimbursable Expenses			
Courier			\$51.90
Total Reimbursable expenses			\$51.90
HST on expenses			\$6.75
Total			<u><u>\$7,076.52</u></u>
HST Registration #R103478103			
(AAMEDI-R)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
 - File ID: AAMEDI-R: to AAMEDI-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 3

File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDI-R:)

Day	Date	Memo	B-Hrs
<u>Frieda Kanaris (FKA)</u>			
Mon	11/01/2021	Revise SRD to October 27.	0.40
		Frieda Kanaris (FKA)	0.40
<u>Gillian Goldblatt (GGO)</u>			
Fri	11/26/2021	review and approve disbursement.	0.10
Fri	12/03/2021	review and approve disbursement.	0.10
		Gillian Goldblatt (GGO)	0.20
<u>Haran Sivanathan (HSI)</u>			
Fri	11/12/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Fri	12/03/2021	Bank reconciliation/Posting cheques/Deposit	0.30
		Haran Sivanathan (HSI)	0.80
<u>Inga Friptuleac (IFR)</u>			
Mon	11/01/2021	Deposit	0.10
Tues	11/09/2021	Postings	0.10
Mon	11/15/2021	Posting	0.10
Mon	11/22/2021	Issue cheque, wire	0.30
Mon	11/29/2021	Issue cheque, postings	0.20
		Inga Friptuleac (IFR)	0.80
<u>Mukul Manchanda (MMA)</u>			
Thur	10/28/2021	Continue drafting the report. Review of the correspondence with CRA and claims regarding HST and payroll. Receipt and review of the PMSI analysis.	1.20
Fri	10/29/2021	Draft court report. Email same to B. Bissell for comments. Receipt and review of the WEPPA statement. Receipt and review of the security opinion.	0.80
Mon	11/01/2021	Receipt and review of an email from B. Bissell containing comments to the report. Participated in a conference call with B. Bissell and P. Gennis regarding same.	0.20
Tues	11/02/2021	Receipt, review and approve SRDs to be included in the report. Prepare fee affidavit and exhibits and other appendices to the report. Finalize report and review final copy with counsel.	0.80
Mon	11/08/2021	Receipt and review of the factum of the Receiver.	0.20
Wed	11/10/2021	Receipt and review of the supplement report. Receipt and review of the updated draft orders. Review of materials in advance of the court hearing. Attended the court hearing. Receipt and review of the Endorsement of Justice Cavanagh along with the orders.	0.40
Thur	11/11/2021	Receipt, review and approve payables.	0.20
Fri	11/12/2021	Preparation of reconciliation of the distribution to CWB. Receipt, review and approve payables.	0.50
Wed	11/24/2021	Receipt, review and sign the 246 report.	0.20
Fri	11/26/2021	Receipt, review and approve the wire transfer to CWB. Provided confirmation of same to B. Wyett. Receipt, review and approve payables.	0.40
Mon	11/29/2021	Email exchanges with R. Randall regarding detailed accounting of the estate funds.	0.10
Tues	11/30/2021	Receipt, review and edit the R&D. Emailed same to R. Randall. Email exchanges with R. Randall regarding same. Prepared fee schedule and emailed same to R. Randall. Email exchanges with R. Randall regarding same. Receipt, review and approve payables.	0.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
 - File ID: AAMEDI-R: to AAMEDI-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 2 of 3

File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDI-R:)

Day	Date	Memo	B-Hrs
<u>Mukul Manchanda (MMA)</u>			
Wed	12/01/2021	Receipt, review and revise R&D. Email same to R. Randall and participated in a conference call with R. Randall and P. Gennis regarding CWB's reporting requirements.	0.50
Thur	12/02/2021	Receipt, review and approve payables.	0.10
Fri	12/03/2021	Receipt, review and approve payables.	0.20
Wed	12/22/2021	Receipt, review and approve payables.	0.20
Mukul Manchanda (MMA)			<u>6.50</u>
<u>Paula Amaral (PAM)</u>			
Thur	10/28/2021	Prepare debit and credit requisitions as per bank statement transactions.	0.30
Mon	11/01/2021	Prepare debit and credit requisitions as per bank statement transactions.	0.30
Tues	11/02/2021	Receive cheque from Claim Secure for balance of amounts outstanding. Prepare requisition for deposit of cheque.	0.10
Wed	11/10/2021	Prepare source deduction filings and requisition for payment.	0.70
Thur	11/11/2021	Prepare requisition for bank statement debit.	0.40
Mon	11/29/2021	Preparation of R&D spreadsheet with projected disbursements.	0.50
Tues	11/30/2021	Update R&D spreadsheet to reflect receipts and disbursements pre and post November 10th.	0.40
Wed	12/01/2021	Prepare requisitions for debit and credit bank transactions. Update Disbursement spreadsheet with updated projected disbursement.	0.40
Thur	12/02/2021	Review documentation received from CRA regarding HST audit and missing HST and corporate returns pre receivership. Email documents to previous accountant.	0.50
Fri	12/03/2021	Prepare and file 2021 T4s.	1.00
Mon	12/06/2021	Contact WSIB and request closing of account. Contact CRA and request closing of payroll account.	0.30
Wed	12/15/2021	Prepare requisition for PMSI claim for McKesson.	0.30
Thur	12/16/2021	Prepare requisitions for posting of debit and credit transactions as per bank statement.	0.30
Paula Amaral (PAM)			<u>5.50</u>
<u>Philip H. Gennis (PGE)</u>			
Sat	10/30/2021	Receipt and review of Counsel revisions top Third Report;	0.25
Mon	11/01/2021	telephone conference with Counsel; implementation of revisions to Third Report	0.25
Tues	11/02/2021	Minor revisions to Third Report and transmittal to Counsel together with appendices;	0.25
Wed	11/03/2021	email from Counsel to Service List outlining nature of motion scheduled for November 10th;	0.10
Mon	11/08/2021	implementation of further revisions to Supplement to Third Report;	0.20
Wed	11/10/2021	Attend hearing before HHJ Cavanagh; receipt and review of endorsement and signed Orders;	0.20
Thur	11/18/2021	Telephone discussion with Rod Randall at CWB regarding timing of distributions; review of proposed distribution;	0.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
 - File ID: AAMEDI-R: to AAMEDI-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 3 of 3

File Name (ID): Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy (AAMEDI-R:)

Day	Date	Memo	B-Hrs
<u>Philip H. Gennis (PGE)</u>			
Tues	11/30/2021	Review of distribution analysis prior to transmittal to CWB; receipt and review of documents being transmitted to CWB; receipt and review of email exchanges with Bank	0.20
Wed	12/08/2021	Email exchange with Bernard Lefebvre at McKesson regarding PMSI payments; instructing staff in this regard;	0.25
Thur	12/09/2021	Receipt and review of CRA HST Audit Assessment; email to Ban regarding bankruptcy of corporation; receiving instructions to	0.20
Fri	12/17/2021	General	0.20
		Philip H. Gennis (PGE)	2.60
<u>Susan Downey (SDW)</u>			
Mon	11/01/2021	investigate issue with Districmedic Inc and unpaid invoice. Review of HST documentation and other tax related communications	0.40
Thur	11/04/2021	Discussion with Haroon re: utility bill and confirmation of payment, E-mail to landlord re: same.	0.20
Mon	11/22/2021	Draft 2nd interim report	1.00
Tues	11/23/2021	Finalize 2nd Interim Report	0.30
Fri	11/26/2021	Processing payment to CWB Maxium	0.30
Tues	11/30/2021	Processing disbursements	0.20
		Susan Downey (SDW)	2.40
Total for File ID AAMEDI-R:			19.20
Grand Total:			19.20

**This is Exhibit “3” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msl Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022

January 19, 2022

Invoice #: 12259

River Hill Pharmacy Inc. o/a River Hill Pharmacy

Billing Period: Dec 31, 2021

Invoice

RE: River Hill Pharmacy Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	3.70	\$525.00	\$1,942.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.10	375.00	37.50
Mukul Manchanda, CPA, CIRP, LIT	6.40	450.00	2,880.00
Susan Downey	1.60	165.00	264.00
Paula Amaral	7.10	290.00	2,059.00
Others	3.60	225.00	810.00
Total Professional fees	22.50	\$355.24	\$7,993.00
Courtesy Discount			(755.00)
HST			940.94
Reimbursable Expenses			
Courier			\$22.96
Total Reimbursable expenses			\$22.96
HST on expenses			\$2.98
Total			<u><u>\$8,204.88</u></u>

HST Registration #R103478103

(AARIVE-R)

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AARIVE-R: to AARIVE-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 3

File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
Frieda Kanaris (FKA)			
Mon	11/01/2021	Revise SRD to October 27.	0.40
Thur	11/04/2021	Pick up and deposit ODB cheque.	0.50
Frieda Kanaris (FKA)			0.90
Gillian Goldblatt (GGO)			
Fri	11/26/2021	General	0.10
Gillian Goldblatt (GGO)			0.10
Haran Sivanathan (HSI)			
Fri	11/12/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Fri	12/03/2021	Bank reconciliation/Posting cheques/Deposit	0.20
Wed	12/22/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Wed	12/22/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Thur	12/23/2021	General	0.30
Haran Sivanathan (HSI)			2.00
Inga Friptuleac (IFR)			
Mon	11/01/2021	Deposit	0.10
Tues	11/09/2021	Postings	0.10
Mon	11/15/2021	Posting	0.10
Mon	11/22/2021	Issue cheque; Wire	0.30
Mon	11/29/2021	Postings	0.10
Inga Friptuleac (IFR)			0.70
Mukul Manchanda (MMA)			
Thur	10/28/2021	Continue drafting the report. Review of the correspondence with CRA and claims regarding HST and payroll. Receipt and review of the PMSI analysis.	1.20
Fri	10/29/2021	Draft court report. Email same to B. Bissell for comments. Receipt and review of the WEPPA statement. Receipt and review of the security opinion.	0.80
Mon	11/01/2021	Receipt and review of an email from B. Bissell containing comments to the report. Participated in a conference call with B. Bissell and P. Gennis regarding same.	0.20
Tues	11/02/2021	Receipt, review and approve SRDs to be included in the report. Prepare fee affidavit and exhibits and other appendices to the report. Finalize report and review final copy with counsel.	0.80
Mon	11/08/2021	Receipt and review of the factum of the Receiver.	0.20
Tues	11/09/2021	Receipt and review of amended statements from K&F.	0.20
Wed	11/10/2021	Receipt and review of the supplement report. Receipt and review of the updated draft orders. Review of materials in advance of the court hearing. Attended the court hearing. Receipt and review of the Endorsement of Justice Cavanagh along with the orders.	0.40
Thur	11/11/2021	Receipt, review and approve payables.	0.20
Fri	11/12/2021	Preparation of reconciliation of the distribution to CWB. Receipt, review and approve payables.	0.50
Wed	11/24/2021	Receipt, review and sign the 246 report.	0.20
Fri	11/26/2021	Receipt, review and approve the wire transfer to CWB. Provided confirmation of same to B. Wyatt. Receipt, review and approve payables.	0.40
Mon	11/29/2021	Email exchanges with R. Randall regarding detailed accounting of the estate funds.	0.10

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AARIVE-R: to AARIVE-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 2 of 3

File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
Mukul Manchanda (MMA)			
Tues	11/30/2021	Receipt, review and edit the R&D. Emailed same to R. Randall. Email exchanges with R. Randall regarding same. Prepared fee schedule and emailed same to R. Randall. Email exchanges with R. Randall regarding same.	0.50
Wed	12/01/2021	Receipt, review and revise R&D. Email same to R. Randall and participated in a conference call with R. Randall and P. Gennis regarding CWB's reporting requirements.	0.50
Wed	12/22/2021	General	0.20
Mukul Manchanda (MMA)			6.40
Paula Amaral (PAM)			
Thur	10/28/2021	Prepare debit and credit requisitions as per bank statement transactions.	0.30
Mon	11/01/2021	Prepare debit and credit requisitions as per bank statement transactions.	0.30
Tues	11/02/2021	Receive cheque from Claim Secure for balance of amounts outstanding. Prepare requisition for deposit of cheque.	0.10
Wed	11/10/2021	Prepare source deduction filings and requisition for payment.	0.70
Thur	11/11/2021	Prepare requisition for bank statement debit.	0.40
Mon	11/22/2021	Prepare requisitions for debit and credit bank transactions.	0.30
Tues	11/23/2021	Calculation of WSIB premium and report online.	0.30
Thur	11/25/2021	Prepare requisition for WSIB payment.	0.30
Mon	11/29/2021	Preparation of R&D spreadsheet with projected disbursements.	0.50
Tues	11/30/2021	Update R&D spreadsheet to reflect receipts and disbursements pre and post November 10th.	0.40
Wed	12/01/2021	Prepare requisitions for debit and credit bank transactions. Update Disbursement spreadsheet with updated projected disbursement.	0.40
Thur	12/02/2021	Review documentation received from CRA regarding HST audit and missing HST and corporate returns pre receivership. Email documents to previous accountant.	0.50
Fri	12/03/2021	Prepare and file 2021 T4s.	1.50
Mon	12/06/2021	Contact WSIB and request closing of account. Contact CRA and request closing of payroll account.	0.30
Wed	12/15/2021	Prepare requisition for PMSI claims for McKesson and Kohl & Frisch. C	0.50
Thur	12/16/2021	Prepare requisitions for posting of debit and credit transactions as per bank statement.	0.30
Paula Amaral (PAM)			7.10
Philip H. Gennis (PGE)			
Sat	10/30/2021	Receipt and review of Counsel revisions top Third Report;	0.25
Mon	11/01/2021	telephone conference with Counsel; implementation of revisions to Third Report	0.50
Tues	11/02/2021	Minor revisions to Third Report and transmittal to Counsel together with appendices;	0.25
Wed	11/03/2021	email from Counsel to Service List outlining nature of motion scheduled for November 10th;	0.10

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AARIVE-R: to AARIVE-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 3 of 3

File Name (ID): River Hill Pharmacy Inc. (AARIVE-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Mon	11/08/2021	email exchange and telephone discussion with Debbie Smith from Kohl & Frisch regarding proposed payment on account of its PMSI Claim; telephone discussion with Stuart Thom, Counsel for K&F; telephone conference with Counsel; ; implementation of revisions to Supplement to Third Report	0.50
Tues	11/09/2021	On-going efforts to resolve issues with proposed distribution to K&F for its PMSI Claim;	0.50
Tues	11/09/2021	Email exchange with McKesson regarding PMSI claims;	0.25
Wed	11/10/2021	Attend hearing before HHJ Cavanagh; receipt and review of endorsement and signed Orders;	0.20
Thur	11/18/2021	Telephone discussion with Rod Randall at CWB regarding timing of distributions; review of proposed distribution;	0.50
Tues	11/30/2021	Review of distribution analysis prior to transmittal to CWB; receipt and review of documents being transmitted to CWB; receipt and review of email exchanges with Bank	0.20
Mon	12/13/2021	Receipt and review of CRA source deduction priority claim;	0.25
Fri	12/17/2021	General	0.20
Philip H. Gennis (PGE)			3.70
Susan Downey (SDW)			
Mon	11/22/2021	Draft 2nd interim report	1.00
Tues	11/23/2021	Finalize 2nd Interim Report	0.30
Fri	11/26/2021	Processing payment to CWB Maxium	0.30
Susan Downey (SDW)			1.60
Total for File ID AARIVE-R:			22.50
Grand Total:			22.50

**This is Exhibit “4” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for MSI Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022.



October 19, 2021

Invoice #: 12179

Stoney Creek Pharma Inc. o/a Friendly Pharmacy

Invoice

RE: Stoney Creek Pharma Inc. o/a Friendly Pharmacy

FOR PROFESSIONAL SERVICES RENDERED in the period from September 1, 2021 to September 30, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	0.35	\$525.00	\$183.75
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.10	525.00	52.50
Alan Spergel, CPA, CA, FCIRP, CFE, LIT	0.10	525.00	52.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.40	375.00	150.00
Mukul Manchanda, CPA, CIRP, LIT	1.50	450.00	675.00
Eileen Sturge	0.50	250.00	125.00
Paula Amaral	5.30	290.00	1,537.00
Others	4.10	225.00	922.50
Total Professional fees	12.35	\$299.45	\$3,698.25
Courtesy Discount			(606.50)
HST			401.93
Total			\$3,493.68

HST Registration #R825172935

(AASTON-R)

msi Spergel inc. Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199• Barrie 705 722 5090 • Hamilton 905 527 2227 • Mississauga 905 602 4143 • Oshawa 905 721 8251 • Toronto-Central 416 778 8813
• Brampton 905 874 4905 • London 519 902 2772 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Saskatchewan 306 341 1660

Filters Used:

- Time Entry Date: 9/01/21 to 9/30/21
- File ID: AASTON-R: to AASTON-R:

Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 1 of 2

File Name (ID): Stoney Creek Pharma Inc. o/a Friendly Pharmacy (AASTON-R:)

Day	Date	Memo	B-Hrs
Alan Spergel (ASP)			
Fri	09/03/2021	Review & sign cheque	0.10
		Alan Spergel (ASP)	0.10
Deborah Hornbostel (DHO)			
Tues	09/07/2021	Review and approve accounts payable	0.10
		Deborah Hornbostel (DHO)	0.10
Eileen Sturge (EST)			
Mon	09/20/2021	Admin on file	0.50
		Eileen Sturge (EST)	0.50
Gillian Goldblatt (GGO)			
Tues	09/07/2021	review and approve disbursement.	0.10
Tues	09/14/2021	review and approve disbursements.	0.30
		Gillian Goldblatt (GGO)	0.40
Haran Sivanathan (HSI)			
Wed	09/01/2021	Bank reconciliation/Posting cheques/Deposit	0.30
Fri	09/03/2021	General	0.40
Wed	09/15/2021	Bank reconciliation/Posting cheques/Deposit	0.40
		Haran Sivanathan (HSI)	1.10
Inga Friptuleac (IFR)			
Tues	09/07/2021	Issue cheque	0.20
Tues	09/14/2021	Issue cheques, Deposit, Postings	1.30
Mon	09/27/2021	Issue cheques, postings	0.20
		Inga Friptuleac (IFR)	1.70
Mukul Manchanda (MMA)			
Wed	09/01/2021	Receipt, review and approve cheque and deposit requisitions. Email exchanges with P. Amaral regarding cancellation of utilities and other services post closing. Receipt, review and approve payables. Receipt, review and sign the insurance cancellation.	0.70
Thur	09/02/2021	Receipt, review and approve payable.	0.10
Wed	09/08/2021	Receipt and review of an email from McKesson containing invoices and debit advice. Receipt, review and approve Fillware invoice.	0.30
Thur	09/09/2021	Receipt and review of an email from N. Deinaka containing monthly statement related to Moneris account.	0.20
Thur	09/16/2021	Receipt and review of an email from J. Turgeon containing the final closing documents.	0.20
		Mukul Manchanda (MMA)	1.50
Paula Amaral (PAM)			
Wed	09/01/2021	Prepare requisitions for deposit of proceeds of sale. Cancellation of insurance.	0.30
Thur	09/02/2021	Complete transfer of Bell Canada. Receive and respond to email regarding ROE for employees. Prepare requisition for payment of Inventory services.	0.50
Fri	09/03/2021	Review bank statements and prepare debit and credit requisitions for entry.	1.00
Thur	09/16/2021	Review bank transactions and prepare requisitions for credit card deposits, insurance provider deposits, direct payments and fees.	1.00
Mon	09/20/2021	Prepare ROEs	1.50
Wed	09/29/2021	Prepare requisitions for debits and credits on bank statements and post to Q drive.	1.00

Filters Used:

- Time Entry Date: 9/01/21 to 9/30/21
- File ID: AASTON-R: to AASTON-R:

Time Detail by File & Employee ARA

Printed on: 11/02/21

Page 2 of 2

File Name (ID): Stoney Creek Pharma Inc. o/a Friendly Pharmacy (AASTON-R:)

Day	Date	Memo	B-Hrs
Paula Amaral (PAM)			5.30
Philip H. Gennis (PGE)			
Wed	09/01/2021	Approve fund transfer requests; receipt of stamped Receiver's Certificate;	0.10
Fri	09/03/2021	Email exchange with McKesson regarding account discrepancies post-closing;email exchange with Counsel for Purchaser regarding overpayment on SOA at closing and arranging for refund of overpayment;	0.25
Philip H. Gennis (PGE)			0.35
Susan Downey (SDW)			
Wed	09/08/2021	Processed receipts and disbursements	0.50
Tues	09/14/2021	Processing disbursements	0.50
Wed	09/15/2021	General	0.30
Susan Downey (SDW)			1.30
Total for File ID AASTON-R:			12.35
Grand Total:			12.35

**This is Exhibit “5” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022.

January 19, 2022

Invoice #: 12261

Toronto Apothecary Pharma Inc.

Billing Period: Dec 31, 2021

Invoice

RE: Toronto Apothecary Pharma Inc. o/a The Apothecary Shop

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	3.20	\$525.00	\$1,680.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.10	375.00	37.50
Mukul Manchanda, CPA, CIRP, LIT	6.20	450.00	2,790.00
Susan Downey	1.60	165.00	264.00
Paula Amaral	5.40	290.00	1,566.00
Others	4.90	225.00	1,102.50
Total Professional fees	21.40	\$347.66	\$7,440.00
Courtesy Discount			(804.50)
HST			862.62
Reimbursable Expenses			
Corporate Profile Search			\$24.65
Courier			\$71.81
Total Reimbursable expenses			\$96.46
HST on expenses			\$11.49
Total			<u><u>\$7,606.07</u></u>
HST Registration #R103478103			
(AAPOT-R)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAAPOT-R: to AAAPOT-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 3

File Name (ID): Toronto Apothecary Pharma Inc. o/a The Apothecary Shop (AAAPOT-R:)

Day	Date	Memo	B-Hrs
Frieda Kanaris (FKA)			
Mon	11/01/2021	Revise SRD; admin. on file.	0.50
		Frieda Kanaris (FKA)	0.50
Gillian Goldblatt (GGO)			
Fri	11/26/2021	review and approve disbursement.	0.10
		Gillian Goldblatt (GGO)	0.10
Haran Sivanathan (HSI)			
Fri	12/03/2021	Bank reconciliation/Posting cheques/Deposit	0.20
Mon	12/13/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Wed	12/15/2021	Bank reconciliation/Posting cheques/Deposit	0.60
Mon	12/20/2021	Bank reconciliation/Posting cheques/Deposit	0.90
Wed	12/22/2021	Bank reconciliation/Posting cheques/Deposit	0.80
Fri	12/24/2021	Bank reconciliation/Posting cheques/Deposit	0.70
		Haran Sivanathan (HSI)	3.70
Inga Friptuleac (IFR)			
Mon	11/01/2021	Deposit	0.10
Tues	11/09/2021	Postings	0.10
Mon	11/15/2021	Posting	0.10
Mon	11/22/2021	Issue cheque; Wire	0.30
Mon	11/29/2021	Postings	0.10
		Inga Friptuleac (IFR)	0.70
Mukul Manchanda (MMA)			
Thur	10/28/2021	Continue drafting the report. Review of the correspondence with CRA and claims regarding HST and payroll. C	1.20
Fri	10/29/2021	Draft court report. Email same to B. Bissell for comments. Receipt and review of the WEPPA statement. Receipt and review of the security opinion.	0.80
Mon	11/01/2021	Receipt and review of an email from B. Bissell containing comments to the report. Participated in a conference call with B. Bissell and P. Gennis regarding same.	0.20
Tues	11/02/2021	Receipt, review and approve SRDs to be included in the report. Prepare fee affidavit and exhibits and other appendices to the report. Finalize report and review final copy with counsel.	0.80
Mon	11/08/2021	Receipt and review of the factum of the Receiver.	0.20
Tues	11/09/2021	Receipt and review of amended statements from K&F.	0.20
Wed	11/10/2021	Receipt and review of the supplement report. Receipt and review of the updated draft orders. Review of materials in advance of the court hearing. Attended the court hearing. Receipt and review of the Endorsement of Justice Cavanagh along with the orders.	0.40
Fri	11/12/2021	Preparation of reconciliation of the distribution to CWB.	0.50
Wed	11/24/2021	Receipt, review and sign the 246 report.	0.20
Fri	11/26/2021	Receipt, review and approve the wire transfer to CWB. Provided confirmation of same to B. Wyatt. Receipt, review and approve payables.	0.40
Mon	11/29/2021	Email exchanges with R. Randall regarding detailed accounting of the estate funds.	0.10
Tues	11/30/2021	Receipt, review and edit the R&D. Emailed same to R. Randall. Email exchanges with R. Randall regarding same. Prepared fee schedule and emailed same to R. Randall. Email exchanges with R. Randall regarding same.	0.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAAPOT-R: to AAAPOT-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 2 of 3

File Name (ID): Toronto Apothecary Pharma Inc. o/a The Apothecary Shop (AAAPOT-R:)

Day	Date	Memo	B-Hrs
Mukul Manchanda (MMA)			
Wed	12/01/2021	Receipt, review and revise R&D. Email same to R. Randall and participated in a conference call with R. Randall and P. Gennis regarding CWB's reporting requirements.	0.50
Wed	12/22/2021	Receipt, review and approve payables.	0.20
Mukul Manchanda (MMA)			6.20
Paula Amaral (PAM)			
Thur	10/28/2021	Prepare debit and credit requisitions as per bank statement transactions.	0.30
Mon	11/01/2021	Prepare debit and credit requisitions as per bank statement transactions.	0.30
Tues	11/02/2021	Receive cheque from Claim Secure for balance of amounts outstanding. Prepare requisition for deposit of cheque.	0.10
Mon	11/22/2021	Prepare requisitions for debit and credit bank transactions.	0.30
Tues	11/23/2021	Calculation of WSIB premium and report online.	0.30
Thur	11/25/2021	Prepare requisition for WSIB payment. Prepare RT 0002 HST filing and submit using Netfile.	0.60
Mon	11/29/2021	Preparation of R&D spreadsheet with projected disbursements.	0.40
Tues	11/30/2021	Update R&D spreadsheet to reflect receipts and disbursements pre and post November 10th.	0.40
Wed	12/01/2021	Prepare requisitions for debit and credit bank transactions. Update Disbursement spreadsheet with updated projected disbursement.	0.40
Fri	12/03/2021	Prepare and file 2021 T4s. Discussion with CRA regarding confirmation of source deductions and closing of account.	1.50
Mon	12/06/2021	Contact CRA and request closing of payroll account.	0.30
Wed	12/08/2021	Discussion with CRA regarding HST remittance and HST Examination for period Aug-Oct.	0.20
Wed	12/15/2021	Prepare requisition for PMSI claims for McKesson and Kohl & Frisch.	0.30
Paula Amaral (PAM)			5.40
Philip H. Gennis (PGE)			
Sat	10/30/2021	Receipt and review of Counsel revisions top Third Report;	0.25
Mon	11/01/2021	telephone conference with Counsel; implementation of revisions to Third Report	0.50
Tues	11/02/2021	Minor revisions to Third Report and transmittal to Counsel together with appendices;	0.25
Wed	11/03/2021	email from Counsel to Service List outlining nature of motion scheduled for November 10th;	0.10
Mon	11/08/2021	telephone conference with Counsel; email exchange and telephone discussion with Debbie Smith from Kohl & Frisch regarding proposed payment on account of its PMSI Claim; telephone discussion with Stuart Thom, Counsel for K&F implementation of revisions to Supplement to Third Report	0.50
Tues	11/09/2021	On-going efforts to resolve issues with proposed distribution to K&F for its PMSI Claim;	0.50
Wed	11/10/2021	Attend hearing before HHJ Cavanagh; receipt and review of endorsement and signed Orders;	0.20
Thur	11/18/2021	Telephone discussion with Rod Randall at CWB regarding timing of distributions; review of proposed distribution;	0.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAAPOT-R: to AAAPOT-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 3 of 3

File Name (ID): Toronto Apothecary Pharma Inc. o/a The Apothecary Shop (AAAPOT-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Tues	11/30/2021	Review of distribution analysis prior to transmittal to CWB; receipt and review of documents being transmitted to CWB; receipt and review of email exchanges with Bank	0.20
Fri	12/17/2021	General	0.20
Philip H. Gennis (PGE)			3.20
Susan Downey (SDW)			
Mon	11/22/2021	Draft 2nd interim report	1.00
Tues	11/23/2021	Finalize 2nd Interim Report	0.30
Fri	11/26/2021	Processing payment to CWB Maxium	0.30
Susan Downey (SDW)			1.60
Total for File ID AAAPOT-R:			21.40
Grand Total:			21.40

**This is Exhibit “6” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022

January 19, 2022

Invoice #: 12262

Olde Walkerville Holdings Inc. o/a Olde Walkerville Pha

Billing Period: Dec 31, 2021

Invoice

RE: Old Walkerville Holdings Inc. o/a Olde Walkerville

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	6.70	\$525.00	\$3,517.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	1.60	375.00	600.00
Mukul Manchanda, CPA, CIRP, LIT	7.30	450.00	3,285.00
Susan Downey	3.30	165.00	544.50
Paula Amaral	37.70	290.00	10,933.00
Others	8.90	225.00	2,002.50
Total Professional fees	65.50	\$303.54	\$19,882.50
Courtesy Discount			(1,716.50)
HST			2,361.58
Reimbursable Expenses			
Courier			\$291.22
Total Reimbursable expenses			\$291.22
HST on expenses			\$37.86
Total			\$20,856.66
HST Registration #R103478103			
(AAOLDE-R)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAOLDE-R: to AAOLDE-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 5

File Name (ID): Old Walkerville Holdings Inc. o/a Olde Walkerville (AAOLDE-R:)

Day	Date	Memo	B-Hrs
Frieda Kanaris (FKA)			
Mon	11/01/2021	Revise SRD to October 27.	0.40
			Frieda Kanaris (FKA) 0.40
Gillian Goldblatt (GGO)			
Thur	10/28/2021	review and approve disbursements.	0.30
Tues	11/02/2021	review and approve disbursements.	0.30
Thur	11/11/2021	review and approve disbursements.	0.30
Fri	11/26/2021	review and approve disbursement.	0.30
Fri	12/03/2021	review and approve disbursement.	0.10
Tues	12/14/2021	review and approve disbursements.	0.30
			Gillian Goldblatt (GGO) 1.60
Haran Sivanathan (HSI)			
Fri	11/12/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Mon	11/29/2021	Bank reconciliation/Posting cheques/Deposit	0.20
Fri	12/03/2021	Bank reconciliation/Posting cheques/Deposit	0.70
Mon	12/06/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Wed	12/08/2021	Bank reconciliation/Posting cheques/Deposit	0.30
			Haran Sivanathan (HSI) 2.20
Inga Friptuleac (IFR)			
Mon	11/01/2021	Deposit	0.10
Mon	11/08/2021	Deposit; Issue cheques ; Postings	1.80
Mon	11/15/2021	Postings	0.50
Mon	11/22/2021	Issue cheques	1.30
Tues	11/23/2021	Postings	0.30
Mon	11/29/2021	issue cheques, postings	1.30
Wed	12/29/2021	Postings; Issue cheques	1.00
			Inga Friptuleac (IFR) 6.30
Mukul Manchanda (MMA)			
Thur	10/28/2021	Review of the cash flow analysis of the two pharmacies. Continue drafting the report. Review of the correspondence with CRA and claims regarding HST and payroll.	1.30
Fri	10/29/2021	Dealt with operational and cash flow issues.	0.80
Mon	11/01/2021	Receipt and review of an email from B. Bissell containing comments to the report. Participated in a conference call with B. Bissell and P. Gennis regarding same. Email exchanges with R. Randall regarding reduction of list price.	0.30
Tues	11/02/2021	Receipt, review and approve payables. Receipt, review and approve SRDs to be included in the report. Prepare fee affidavit and exhibits and other appendices to the report. Finalize report and review final copy with counsel.	0.80
Mon	11/08/2021	Receipt and review of the factum of the Receiver.	0.20
Wed	11/10/2021	Receipt and review of the supplement report. Receipt and review of the updated draft orders. Receipt, review and approve payables. Review of materials in advance of the court hearing. Attended the court hearing. Receipt and review of the Endorsement of Justice Cavanagh along with the orders.	0.50
Thur	11/11/2021	Receipt, review and approve payables.	0.20
Fri	11/12/2021	Receipt, review and approve payables.	0.20
Tues	11/16/2021	Email exchanges with P. Amaral regarding engaging a new DM.	0.20
Wed	11/24/2021	Receipt, review and sign the 246 report.	0.20

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAOLDE-R: to AAOLDE-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 2 of 5

File Name (ID): Old Walkerville Holdings Inc. o/a Olde Walkerville (AAOLDE-R:)

Day	Date	Memo	B-Hrs
Mukul Manchanda (MMA)			
Fri	11/26/2021	Review of the cash flow and cash deficit. Arranged for transfer of funds to cover the deficit.	0.30
Mon	11/29/2021	Receipt, review and approve payroll.	0.20
Tues	11/30/2021	Review of email exchanges between R. Randall and P. Gennis regarding further reduction in price. Email exchanges with M. Bebawy regarding same. Receipt, review and approve payables.	0.30
Thur	12/02/2021	Receipt, review and approve payables.	0.10
Fri	12/03/2021	Receipt and review of emails from Melanie regarding the Fillware software. Receipt, review and approve payables. Email exchanges with J. Fardella regarding CO2 tester.	0.40
Thur	12/09/2021	Receipt, review and approve payables.	0.30
Tues	12/14/2021	Receipt, review and approve payroll.	0.50
Wed	12/22/2021	Receipt, review and approve payroll. Receipt, review and approve payables.	0.50
Mukul Manchanda (MMA)			7.30
Paula Amaral (PAM)			
Thur	10/28/2021	Discussion with DM at Sulla Via regarding scheduling for the following week. Discussion with potential technician regarding shifts Coordinate trainings with Fillware for new staff. Prepare debit and credit requisitions as per bank statement transactions. Coordinate courier for delivery of payroll cheques.	1.50
Mon	11/01/2021	Discussions with staff regarding shifts and operational issues. Receive invoice for drug transfers, SAve all invoices to drive fro processing. Post shifts on Relief Buddy system.	1.50
Tues	11/02/2021	Receive cheque from Claim Secure for balance of amounts outstanding. Prepare requisition for deposit of cheque.	1.00
Thur	11/04/2021	Receive NDA's, update spreadsheet and save to R drive. C.	0.50
Fri	11/05/2021	Send email to staff requesting payroll information Assemble documents needed for trust exam including 202 payroll registers, 2020 T4s and all bank statement.	1.00
Tues	11/09/2021	Discussion with on site pharmacists regarding future shifts. Discussion with technician regarding status of orders and customers. Prepare requisitions for payroll including calculation of source deductions.	2.50
Wed	11/10/2021	Prepare source deduction remittance and requisition for payment.	0.70
Thur	11/11/2021	Download all Non disclosure agreements and acknowledgements and update NDA summary spreadsheet. Create shifts on Relief Buddy for days requiring relief pharmacists.	1.30
Fri	11/12/2021	Prepare bank analysis to determine cash needs. Prepare requisition for transfers. Prepare debit and credit requisitions as per bank statement transactions.	1.50
Thur	11/18/2021	Discussion with staff regarding new DM and status of pharmacy.	0.20

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAOLDE-R: to AAOLDE-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 3 of 5

File Name (ID): Old Walkerville Holdings Inc. o/a Olde Walkerville (AAOLDE-R:)

Day	Date	Memo	B-Hrs
Paula Amaral (PAM)			
Fri	11/19/2021	Prepare Independent Contractor Agreements, Key Delegation forms for Designated Manager and Relief Pharmacist. Prepare Designated Manager Agreement and Change in Designated Manager form for OCP. Email agreements for signing. Download NDAs and update summary of NDAs.	2.50
Mon	11/22/2021	Prepare requisitions for debit and credit bank transactions. Prepare Receiver's Second Interim Report including the Statement of Receipts and Disbursements.	1.50
Tues	11/23/2021	Send email to staff to request payroll information. Discussion with staff to discuss staffing and new DM. Assist with bank reconciliation. Prepare payroll and requisitions for approval. Calculation of WSIB premium and report online.	1.40
Wed	11/24/2021	Prepare payroll and payables requisitions for approval.	1.80
Thur	11/25/2021	Prepare additional payroll and requisitions for approval. Prepare requisition for WSIB payment. Receive and respond to email from recruiter requesting an update on new hire.	0.90
Fri	11/26/2021	Prepare bank analysis to determine cash needs. Prepare requisitions for debit and credit transactions as per bank statement. Contact McKesson to notify of new DM and to request account set up. Receive email from DM regarding operational questions.	4.00
Mon	11/29/2021	Review payroll and payable cheques and prepare for delivery. Prepare requisitions for transfer of funds. Submit Designated Manager form to OCP and follow up with new DM. Preparation of spreadsheet with projected disbursements.	1.10
Wed	12/01/2021	Prepare requisitions for debit and credit bank transactions. Update Disbursement spreadsheet with updated projected disbursement.	1.10
Thur	12/02/2021	Review documentation received from CRA regarding HST audit and missing HST and corporate returns pre receivership. Email documents to previous accountant.	0.50
Mon	12/06/2021	Send email to staff requesting payroll information. Calculation of source deductions for Nov 1-30. Preparation of requisition for payment.	0.50
Tues	12/07/2021	Receive payroll hours and save o drive.	0.20
Wed	12/08/2021	Prepare payroll including pay statements and requisitions. Prepare requisitions for payables.	2.00
Thur	12/09/2021	Prepare additional payroll including pay statements and requisitions. Review and prepare requisitions for payable	0.50
Tues	12/14/2021	Preparation of requisitions for debits and credits as per bank statements. Preparation of spreadsheet for analysis of cash needs. Prepare requisition for transfer of funds. Receive payable and payroll cheques, assemble with payroll statements and prepare for delivery. Prepare requisitions for additional payables.	2.40

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAOLDE-R: to AAOLDE-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 4 of 5

File Name (ID): Old Walkerville Holdings Inc. o/a Olde Walkerville (AAOLDE-R:)

Day	Date	Memo	B-Hrs
Paula Amaral (PAM)			
Thur	12/16/2021	Prepare requisitions for posting of debit and credit transactions as per bank statement. Assist with bank reconciliation.	0.50
Fri	12/17/2021	Prepare cash analysis to determine cash needs. Prepare requisition for transfer of funds. File HST return.	0.60
Tues	12/21/2021	Receipt and review of payroll information and payables, preparation of pay statements and requisitions for processing of payments	2.00
Wed	12/29/2021	Preparation of requisitions for debits and credits as per bank statements. Analysis of cash needs for clearing of payroll and payables.	2.00
Thur	12/30/2021	Review bank balances and cash needs. Prepare requisitions for debit and credit transactions on bank statement.	0.50
Paula Amaral (PAM)			37.70
Philip H. Gennis (PGE)			
Thur	10/28/2021	Operational review of pharmacy in light of recent OCP audit;	0.75
Sat	10/30/2021	Receipt and review of Counsel revisions top Third Report;	0.25
Mon	11/01/2021	telephone conference with Counsel; implementation of revisions to Third Report	0.50
Tues	11/02/2021	Email exchange with Broker regarding revised list prices for both pharmacies; minor revisions to Third Report and transmittal to Counsel together with Appendices;	0.25
Wed	11/03/2021	Email exchange with realtor. confirmation of price reduction; operational oversight and issues with audits ad efforts hiring DM;email from Counsel to Service List outlining nature of motion scheduled for November 10th;	0.25
Thur	11/04/2021	On-going operational issues including departure of DM;	0.25
Mon	11/08/2021	telephone conference with Counsel; ; implementation of revisions to Supplement to Third Report	0.20
Wed	11/10/2021	Attend hearing before HHJ Cavanagh; receipt and review of endorsement and signed Orders; on-going operational iossues regarding inability to secure DM; telephone discussions with OCP in this regard;	0.50
Mon	11/15/2021	Telephone discussion with Lance Miller at OCP regarding demand for the hiring of DM by November 30th, failing which the pharmacy must close temporarily; internal emails in this regard; email exchange and telephone discussion with Chad Brownlee from Lawrie Insurance regarding renewal of policy;	0.75
Tues	11/16/2021	Telephone discussion with OCP; operational oversight regarding hiring of DMs.	0.50
Fri	11/26/2021	Lengthy telephone discussion with listing broker regarding go-forward sales strategy in light of lack of interest despite price reductions; review of revenue and expense figures; telephone discussion with insurance broker regarding three-month renewal;	0.50
Mon	11/29/2021	email exchange and telephone discussion with Rod Randall regarding status of listing; email to Maged Bebawy requesting advice on listing strategy; lengthy telephone discussion with Counsel for purchaser with whom we are working regarding his client's offer and our proposed changes including increasing price;	0.30

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAOLDE-R: to AAOLDE-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 5 of 5

File Name (ID): Old Walkerville Holdings Inc. o/a Olde Walkerville (AAOLDE-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Tues	11/30/2021	Review of PMSI and other priority claims to enable response to enquiry from Bank; follow up email to Maged Bebawy regarding potential reduction in list price; email exchange and telephone discussion with both Kohl & Frisch and McKesson regarding quantum of PMSI claims; receipt of email from listing broker regarding drop in list price; review suggested drop with CWB;	0.50
Wed	12/01/2021	Email exchange with listing broker regarding price drop; email exchange with CWB in this regard.	0.25
Thur	12/02/2021	Receipt and review of MLS posting with reduction of pp to \$1.00;	0.25
Thur	12/09/2021	Telephone discussion and email to Listing Broker requesting formal amendment to Listing Agreement dropping price to \$1.00	0.20
Fri	12/31/2021	last minute dealing with broken window; internal email exchanges in an effort to mobilize repair;	0.50
Philip H. Gennis (PGE)			6.70
Susan Downey (SDW)			
Mon	11/01/2021	Review of HST documentation and other tax related communications/process disbursements	0.40
Wed	11/03/2021	1941275 Ontario Ltd. 200-1920 Yonge Street Toronto, ON M4S 3E2	0.20
Mon	11/08/2021	Processed disbursements	0.20
Wed	11/10/2021	Process disbursements	0.20
Tues	11/23/2021	Finalize 2nd Interim Report	0.30
Mon	11/29/2021	Processing rent cheques	0.50
Tues	11/30/2021	Processing disbursements	0.50
Tues	12/07/2021	Processing disbursements	0.20
Mon	12/13/2021	Processing Disbursements	0.50
Wed	12/29/2021	Processing disbursements including rent	0.30
Susan Downey (SDW)			3.30
Total for File ID AAOLDE-R:			65.50
Grand Total:			65.50

**This is Exhibit “7” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022

January 19, 2022

Invoice #: 12263

4231 Sheppard Avenue East Inc.

Billing Period: Dec 31, 2021

Invoice

RE: 4231 Sheppard Avenue East Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	2.30	\$525.00	\$1,207.50
Mukul Manchanda, CPA, CIRP, LIT	5.90	450.00	2,655.00
Susan Downey	0.30	165.00	49.50
Paula Amaral	1.30	290.00	377.00
Others	1.00	225.00	225.00
Total Professional fees	10.80	\$417.96	\$4,514.00
Courtesy Discount			(308.50)
HST			546.72
Total			<u>\$4,752.22</u>
HST Registration #R103478103			
(AA4231-R)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AA4231-R: to AA4231-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 2

File Name (ID): 4231 Sheppard Avenue East Inc. (AA4231-R:)

Day	Date	Memo	B-Hrs
Frieda Kanaris (FKA)			
Mon	11/01/2021	Revise SRD; admin. on file.	0.50
Frieda Kanaris (FKA)			0.50
Haran Sivanathan (HSI)			
Thur	12/09/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Haran Sivanathan (HSI)			0.50
Mukul Manchanda (MMA)			
Thur	10/28/2021	Continue drafting the report. Review of the correspondence with CRA and claims regarding HST and payroll.	1.20
Fri	10/29/2021	Draft court report. Email same to B. Bissell for comments.	0.80
Mon	11/01/2021	Receipt and review of an email from B. Bissell containing comments to the report. Participated in a conference call with B. Bissell and P. Gennis regarding same.	0.20
Tues	11/02/2021	Receipt, review and approve SRDs to be included in the report. Prepare fee affidavit and exhibits and other appendices to the report. Finalize report and review final copy with counsel.	0.80
Mon	11/08/2021	Receipt and review of the factum of the Receiver.	0.20
Wed	11/10/2021	Receipt and review of the supplement report. Receipt and review of the updated draft orders. Review of materials in advance of the court hearing. Attended the court hearing. Receipt and review of the Endorsement of Justice Cavanagh along with the orders.	0.40
Fri	11/12/2021	Preparation of reconciliation of the distribution to CWB.	0.50
Fri	11/26/2021	Receipt, review and approve the wire transfer to CWB. Provided confirmation of same to B. Wyett. Receipt, review and approve payables.	0.40
Mon	11/29/2021	Email exchanges with R. Randall regarding detailed accounting of the estate funds.	0.10
Tues	11/30/2021	Receipt, review and edit the R&D. Emailed same to R. Randall. Email exchanges with R. Randall regarding same. Prepared fee schedule and emailed same to R. Randall. Email exchanges with R. Randall regarding same.	0.50
Wed	12/01/2021	Receipt, review and revise R&D. Email same to R. Randall and participated in a conference call with R. Randall and P. Gennis regarding CWB's reporting requirements.	0.50
Wed	12/22/2021	Receipt, review and approve payables.	0.30
Mukul Manchanda (MMA)			5.90
Paula Amaral (PAM)			
Mon	11/29/2021	Preparation of R&D spreadsheet with projected disbursements.	0.30
Tues	11/30/2021	Update R&D spreadsheet to reflect receipts and disbursements pre and post November 10th.	0.40
Fri	12/17/2021	Discussion with CRA to determine status of RT0002 account. Resend RC59 and RT0002 forms.	0.40
Wed	12/29/2021	Preparation of requisition for payment of outstanding condo fees.	0.20
Paula Amaral (PAM)			1.30
Philip H. Gennis (PGE)			
Sat	10/30/2021	Receipt and review of Counsel revisions top Third Report;	0.25
Tues	11/02/2021	Minor revisions to Third Report and transmittal to Counsel together with appendices;	0.25
Wed	11/03/2021	email from Counsel to Service List outlining nature of motion scheduled for November 10th;	0.10
Mon	11/08/2021	telephone conference with Counsel; ; implementation of revisions to Supplement to Third Report	0.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AA4231-R: to AA4231-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 2 of 2

File Name (ID): 4231 Sheppard Avenue East Inc. (AA4231-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Thur	11/18/2021	Telephone discussion with Rod Randall at CWB regarding timing of distributions; review of proposed distribution;	0.50
Tues	11/30/2021	Review of distribution analysis prior to transmittal to CWB; receipt and review of documents being transmitted to CWB; receipt and review of email exchanges with Bank	0.20
Fri	12/10/2021	Email exchange with Counsel regarding payment of arrears of condo fees per undertaking on closing;	0.25
Tues	12/21/2021	Email exchange regarding payment of outstanding realty taxes and condo fees post-closing;	0.25
Philip H. Gennis (PGE)			2.30
Susan Downey (SDW)			
Fri	11/26/2021	Processing payment to CWB Maxium	0.30
Susan Downey (SDW)			0.30
Total for File ID AA4231-R:			10.80
Grand Total:			10.80

**This is Exhibit “8” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for MSI Spengel inc.
and Spengel & Associates inc.
Expires September 21, 2022.

January 19, 2022

Invoice #: 12265

Jubilee Property Investments Inc.

Billing Period: Dec 31, 2021

Invoice

RE: Jubilee Property Investments Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	3.30	\$525.00	\$1,732.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.10	375.00	37.50
Mukul Manchanda, CPA, CIRP, LIT	2.70	450.00	1,215.00
Paula Amaral	0.30	290.00	87.00
Others	0.50	225.00	112.50
Total Professional fees	6.90	\$461.52	\$3,184.50
Courtesy Discount			(193.50)
HST			388.83
Reimbursable Expenses			
Courier			\$11.14
Total Reimbursable expenses			\$11.14
HST on expenses			\$1.45
Total			<u><u>\$3,392.42</u></u>
HST Registration #R103478103			
(AAJUBL-R)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAJUBL-R: to AAJUBL-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 1

File Name (ID): Jubilee Property Investments Inc. (AAJUBL-R:)

Day	Date	Memo	B-Hrs
Frieda Kanaris (FKA)			
Mon	11/01/2021	Revise SRD to October 27.	0.30
Frieda Kanaris (FKA)			0.30
Gillian Goldblatt (GGO)			
Tues	11/02/2021	review and approve disbursement.	0.10
Gillian Goldblatt (GGO)			0.10
Inga Friptuleac (IFR)			
Mon	11/01/2021	Deposit	0.10
Mon	11/29/2021	deposit	0.10
Inga Friptuleac (IFR)			0.20
Mukul Manchanda (MMA)			
Thur	10/28/2021	Continue drafting the report. Review of the correspondence with CRA and claims regarding HST and payroll.	0.80
Fri	10/29/2021	Draft court report. Email same to B. Bissell for comments.	0.80
Tues	11/02/2021	General	0.80
Thur	11/25/2021	Review of email exchanges regarding extension of closing date.	0.10
Tues	11/30/2021	Review of email exchanges regarding closing of the transaction.	0.10
Thur	12/02/2021	Email exchanges with R. Randall regarding closing date of the transaction and accounting for proceeds.	0.10
Mukul Manchanda (MMA)			2.70
Paula Amaral (PAM)			
Mon	11/01/2021	Prepare files for court report.	0.30
Paula Amaral (PAM)			0.30
Philip H. Gennis (PGE)			
Mon	11/01/2021	telephone conference with Counsel; implementation of revisions to Third Report	0.25
Wed	11/03/2021	email from Counsel to Service List outlining nature of motion scheduled for November 10th;	0.10
Fri	11/05/2021	Preliminary draft of Supplement to Third Report;	0.50
Mon	11/08/2021	implementation of further revisions to Supplement to Third Report;	0.20
Fri	12/10/2021	Email exchange with Counsel regarding tax arrears and other items for adjustments; receipt and review of draft closing documents and providing revisions thereto;	1.25
Tues	12/21/2021	Email exchange with Counsel regarding response to request for additional deposit in exchange for further extension to January 6th; email to Rod Randall regarding status of closing and request for extension;	0.25
Wed	12/22/2021	Telephone discussion with Rod Randall; email exchange with Counsel confirming instructions regarding extension to January 6th	0.50
Thur	12/23/2021	Further email exchanges with Solicitor for Purchaser settling issues around extension of closing date to January 6th;	0.25
Philip H. Gennis (PGE)			3.30
Total for File ID AAJUBL-R:			6.90
Grand Total:			6.90

**This is Exhibit “9” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for MSI Spengel inc.
and Spengel & Associates inc.
Expires September 21, 2022.

January 19, 2022

Invoice #: 12264

JG Windsor Inc.

Billing Period: Dec 31, 2021

Invoice

RE: JG Windsor Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	4.25	\$525.00	\$2,231.25
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.30	375.00	112.50
Mukul Manchanda, CPA, CIRP, LIT	2.90	450.00	1,305.00
Susan Downey	0.50	165.00	82.50
Others	0.40	225.00	90.00
Total Professional fees	8.35	\$457.63	\$3,821.25
Courtesy discount			(210.00)
HST			469.46
Total			<u>\$4,080.71</u>
HST Registration #R103478103			
(AAJGWI-R)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAJGWI-R: to AAJGWI-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 2

File Name (ID): JG Windsor Inc. (AAJGWI-R:)

Day	Date	Memo	B-Hrs
Frieda Kanaris (FKA)			
Mon	11/01/2021	Revise SRD to October 27.	0.30
		Frieda Kanaris (FKA)	0.30
Gillian Goldblatt (GGO)			
Tues	11/02/2021	review and approve disbursements.	0.30
		Gillian Goldblatt (GGO)	0.30
Inga Friptuleac (IFR)			
Mon	11/29/2021	Deposit	0.10
		Inga Friptuleac (IFR)	0.10
Mukul Manchanda (MMA)			
Thur	10/28/2021	Continue drafting the report. Review of the correspondence with CRA and claims regarding HST and payroll.	0.80
Fri	10/29/2021	Draft court report. Email same to B. Bissell for comments.	0.80
Mon	11/01/2021	Receipt, review and approve payables.	0.10
Tues	11/02/2021	Receipt, review and approve SRDs to be included in the report. Prepare fee affidavit and exhibits and other appendices to the report. Finalize report and review final copy with counsel.	0.60
Tues	11/23/2021	Email exchanges regarding arranging for snow removal at the premises.	0.20
Thur	11/25/2021	Review of email exchanges regarding extension of closing date.	0.10
Mon	11/29/2021	Receipt, review and approve payables.	0.10
Tues	11/30/2021	Review of email exchanges regarding closing of the transaction.	0.10
Thur	12/02/2021	Email exchanges with R. Randall regarding closing date of the transaction and accounting for proceeds.	0.10
		Mukul Manchanda (MMA)	2.90
Philip H. Gennis (PGE)			
Sat	10/30/2021	Receipt and review of Counsel revisions top Third Report;	0.25
Mon	11/01/2021	telephone conference with Counsel; implementation of revisions to Third Report	0.25
Wed	11/03/2021	email from Counsel to Service List outlining nature of motion scheduled for November 10th;email exchange with Counsel with respect to expiry of conditions in APS;	0.10
Mon	11/08/2021	implementation of further revisions to Supplement to Third Report;	0.20
Wed	11/10/2021	Attend hearing before HHJ Cavanagh; receipt and review of endorsement and signed Orders;	0.20
Mon	11/22/2021	Receipt and review of email from Counsel for purchaser; telephone discussion with Purchaser's Counsel.	0.25
Fri	12/10/2021	Email exchange with Counsel regarding tax arrears and other items for adjustments; receipt and review of draft closing documents and providing revisions thereto;	1.25
Mon	12/20/2021	Receipt and review of executed closing documents; forwarding executed documents to Counsel; email exchange with Counsel regarding execution in counterpart; email exchange with Counsel regarding a further extension of closing date to January 6th; draft email for Counsel in response to request;email to Counsel enclosing tax certificate and condo fee lien details; email to Counsel enclosing wire transfer coordinates for additional deposit if in fact paid; further email exchange with Counsel regarding closing extension;	0.75

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AAJGWI-R: to AAJGWI-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 2 of 2

File Name (ID): JG Windsor Inc. (AAJGWI-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Tues	12/21/2021	Email exchange with Counsel regarding response to request for additional deposit in exchange for further extension to January 6th; email to Rod Randall providing update regarding status of closing and Purchaser's request for further extension to January 6th;	0.25
Wed	12/22/2021	Telephone discussion with Rod Randall; email exchange with Counsel confirming instructions regarding extension to January 6th	0.50
Thur	12/23/2021	Further email exchanges with Solicitor for Purchaser settling issues around extension of closing date to January 6th;	0.25
Philip H. Gennis (PGE)			4.25
Susan Downey (SDW)			
Mon	11/01/2021	Review of HST documentation and other tax related communications	0.20
Wed	11/03/2021	1941275 Ontario Ltd. 200-1920 Yonge Street Toronto, ON M4S 3E2	0.20
Mon	11/29/2021	E-mail communication with snow clearing company re: December contract	0.10
Susan Downey (SDW)			0.50
Total for File ID AAJGWI-R:			8.35
Grand Total:			8.35

**This is Exhibit “10” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msl Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022.

January 19, 2022

Invoice #: 12266

Abu Seifein Brimley Pharma Inc.

Billing Period: Dec 31, 2021

Invoice

RE: Abu Seifein Brimley Pharma Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	23.55	\$525.00	\$12,363.75
Gillian Goldblatt, CPA, CA, CIRP, LIT	2.20	375.00	825.00
Mukul Manchanda, CPA, CIRP, LIT	12.00	450.00	5,400.00
Susan Downey	48.30	165.00	7,969.50
Paula Amaral	19.10	290.00	5,539.00
Others	9.90	225.00	2,227.50
Total Professional fees	115.05	\$298.34	\$34,324.75
Courtesy discount			(2,630.50)
HST			4,120.25
Total			\$35,814.50
HST Registration #R103478103			
(AABRIM-R)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABRIM-R: to AABRIM-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 8

File Name (ID): Abu Seifein Brimley Pharma Inc. (AABRIM-R:)

Day	Date	Memo	B-Hrs
Frieda Kanaris (FKA)			
Mon	11/01/2021	Revise SRD	0.50
Frieda Kanaris (FKA)			0.50
Gillian Goldblatt (GGO)			
Thur	10/28/2021	review and approve disbursements.	0.30
Tues	11/02/2021	review and approve disbursements.	0.30
Wed	11/10/2021	review and approve disbursements.	0.30
Thur	11/11/2021	review and approve disbursements.	0.30
Fri	11/19/2021	review and approve disbursement.	0.10
Fri	11/26/2021	review and approve disbursement.	0.10
Thur	12/02/2021	review and approve disbursements.	0.30
Fri	12/03/2021	review and approve disbursement; review and approve WSIB cheque req and authorize EFT.	0.30
Tues	12/14/2021	review and approve disbursements.	0.20
Gillian Goldblatt (GGO)			2.20
Haran Sivanathan (HSI)			
Fri	11/12/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Fri	12/03/2021	Bank reconciliation/Posting cheques/Deposit	0.90
Mon	12/06/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Tues	12/07/2021	Bank reconciliation/Posting cheques/Deposit	0.30
Thur	12/09/2021	Bank reconciliation/Posting cheques/Deposit	0.60
Tues	12/14/2021	Bank reconciliation/Posting cheques/Deposit	0.70
Wed	12/15/2021	Bank reconciliation/Posting cheques/Deposit	0.30
Tues	12/21/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Thur	12/23/2021	v	0.60
Haran Sivanathan (HSI)			4.90
Inga Friptuleac (IFR)			
Mon	11/01/2021	Deposit	0.10
Mon	11/08/2021	Deposit; Issue cheques ; Postings	1.90
Mon	11/15/2021	Postings; Issue cheques	0.60
Mon	11/22/2021	Issue cheques	0.20
Mon	11/29/2021	issue cheques, postings;deposit	1.50
Wed	12/29/2021	Postings	0.20
Inga Friptuleac (IFR)			4.50
Mukul Manchanda (MMA)			
Thur	10/28/2021	Continue drafting the report. Review of email exchanges with respect to the lease assignment. Review and approve the quote for private consulting space.	1.10
Fri	10/29/2021	Draft court report. Email same to B. Bissell for comments. Dealt with cash flow issues.	0.80
Mon	11/01/2021	Receipt and review of an email from B. Bissell containing comments to the report. Participated in a conference call with B. Bissell and P. Gennis regarding same. Email exchanges with the landlord regarding the lease assignment.	0.30
Tues	11/02/2021	Receipt, review and approve payables. Receipt, review and approve SRDs to be included in the report. Prepare fee affidavit and exhibits and other appendices to the report. Finalize report and review final copy with counsel.	0.80

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABRIM-R: to AABRIM-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 2 of 8

File Name (ID): Abu Seifein Brimley Pharma Inc. (AABRIM-R:)

Day	Date	Memo	B-Hrs
Mukul Manchanda (MMA)			
Mon	11/08/2021	Receipt and review of the factum of the Receiver. Email exchanges with S. Downey and A. Faltous regarding the utility and drug providers.	0.40
Tues	11/09/2021	Email exchanges between B. Bissell and N. Kelly regarding the lease assignment. Email exchanges with S. Downey regarding the Narcotic and OSB audit. Discussion with the pharmacist regarding same. Receipt, review and approve payroll.	1.00
Wed	11/10/2021	Receipt and review of the supplement report. Receipt and review of the updated draft orders. Receipt, review and approve payables. Review of email exchanges with G. Bernardin regarding the ODB audit. Review of materials in advance of the court hearing. Attended the court hearing. Receipt and review of the Endorsement of Justice Cavanagh along with the orders.	0.60
Thur	11/11/2021	Email exchanges with B. Wyett regarding additional borrowings and purpose of same. Receipt, review and approve payables.	0.40
Fri	11/12/2021	Receipt, review and approve payables.	0.20
Mon	11/15/2021	Email exchanges with S. Downey regarding replacement of DM until closing. Discussion with the potential DM. Review of email exchanged with G. Bernadin regarding the ODB audit.	0.50
Fri	11/19/2021	Email exchanges with S. Downey regarding the alarm issue.	0.20
Tues	11/23/2021	Receipt, review and approve payables. Review of email exchanges regarding inventory counts.	0.10
Wed	11/24/2021	Receipt, review and sign the 246 report. Email exchanges regarding transfer of accounts upon closing. Email exchanges regarding extension of closing date. Receipt and review of the closing agenda.	0.40
Thur	11/25/2021	Receipt, review and approve payables.	0.10
Fri	11/26/2021	Receipt, review and approve payables.	0.10
Mon	11/29/2021	Email exchanges regarding inventory count at closing. Receipt, review and approve payables. Email exchanges regarding inventory count at closing.	0.50
Tues	11/30/2021	Receipt, review and edit the R&D. Emailed same to R. Randall. Email exchanges with R. Randall regarding same. Prepared fee schedule and emailed same to R. Randall. Email exchanges with R. Randall regarding same. Receipt, review and approve payables. Receipt and review of the closing agenda.	0.50
Wed	12/01/2021	Receipt, review and approve payroll.	0.30
Thur	12/02/2021	Receipt and review of an email from M. Keriakos containing the draft lease assignment and outlining the landlord's costs associated with same. Email exchanges with R. Randall regarding closing date of the transaction and accounting for proceeds. Receipt, review and approve payables.	0.30
Fri	12/03/2021	Review of email exchanges regarding closing agenda. Receipt and review of emails from Melanie regarding the Fillware software. Receipt, review and approve payables. Receipt and review of an email containing the final Lease Assignment document. Receipt and review of an email from B. Bissell containing black line to the assignment of lease with additional changes from the landlord. Receipt and review of the statement of adjustment.	1.00
Tues	12/07/2021	Receipt, review and approve payables.	0.10
Thur	12/09/2021	Receipt, review and approve payables.	0.30
Tues	12/14/2021	Receipt, review and approve payroll.	0.50
Thur	12/23/2021	Prepared a statement of receipt and disbursement and emailed same to R. Randall. Email exchanges with R. Randall regarding payment of borrowings and other ancillary matters.	1.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABRIM-R: to AABRIM-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 3 of 8

File Name (ID): Abu Seifein Brimley Pharma Inc. (AABRIM-R:)

Day	Date	Memo	B-Hrs
Mukul Manchanda (MMA)			12.00
Paula Amaral (PAM)			
Thur	10/28/2021	Prepare debit and credit requisitions as per bank statement transactions.	1.30
Mon	11/01/2021	Prepare debit and credit requisitions as per bank statement transactions.	1.30
Tues	11/02/2021	Receive cheque from Claim Secure for balance of amounts outstanding. Prepare requisition for deposit of cheque. Prepare debit and credit requisitions as per bank statement transactions.	0.10
Fri	11/05/2021	Send email to staff requesting payroll information	0.10
Mon	11/08/2021	Prepare requisitions for payroll including calculation of source deductions.	1.50
Wed	11/10/2021	Prepare source deduction filings and requisition for payment.	0.70
Thur	11/11/2021	Contact Service Canada and order paper ROEs.	0.50
Fri	11/12/2021	Prepare bank analysis to determine cash needs. Prepare debit and credit requisitions as per bank statement transactions.	1.50
Mon	11/22/2021	Prepare requisitions for debit and credit bank transactions.	1.00
Tues	11/23/2021	Send email to staff to request payroll information. Assist with bank reconciliation.	0.40
Mon	11/29/2021	Preparation of spreadsheet with projected disbursements.	0.40
Tues	11/30/2021	Prepare payroll and requisitions for approval.	1.00
Wed	12/01/2021	Prepare requisitions for debit and credit bank transactions. Update Disbursement spreadsheet with updated projected disbursement.	1.10
Thur	12/02/2021	Contact WSIB to request closure of account and certificate for closing of sale. Prepare WSIB filing to November 30th, prepare requisition and request EFT to be made. Contact WSIB with confirmation of payment and request closure of account.	1.50
Mon	12/06/2021	Calculation of source deductions for Nov 1-30 and preparation of requisition. Receipt of information to complete ROE for employee.	0.50
Tues	12/07/2021	Repare ROEs for 10 employees. Preparation of requisitions for deposit of proceeds of sale.	5.00
Thur	12/16/2021	Prepare requisitions for posting of debit and credit transactions as per bank statement. Assist with bank reconciliation.	0.80
Fri	12/17/2021	Discussion with CRA to determine status of RT0002 account. Resend RC59 and RT0002 forms.	0.40
Paula Amaral (PAM)			19.10
Philip H. Gennis (PGE)			
Thur	10/28/2021	Email exchange with Counsel regarding outstanding conditions; receipt of email from Landlord regarding lease assignment	0.50
Sat	10/30/2021	Receipt and review of Counsel revisions to Third Report;	0.50
Mon	11/01/2021	telephone conference with Counsel; implementation of revisions to Third Report; email exchange with Landlord regarding proposed assignment to Purchaser; email exchange with Counsel for Purchaser enclosing documents requested by Landlord;	0.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABRIM-R: to AABRIM-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 4 of 8

File Name (ID): Abu Seifein Brimley Pharma Inc. (AABRIM-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Tues	11/02/2021	Email exchange with Landlord confirming approval of proposed purchaser as assignee of the lease of the pharmacy premises; telephone discussion with Landlord regarding fees for assignment and legals; minor final revisions to Third Report and transmittal to Counsel together with Appendices;	0.50
Wed	11/03/2021	Email exchange with Counsel regarding adjusting issues for closing; email exchange with Landlord; telephone discussion with Counsel regarding Lease Assignment; email from Counsel to Service List outlining nature of motion scheduled for November 10th; telephone discussion and email exchange with Receiver's Counsel regarding lease assignment;	0.75
Thur	11/04/2021	Receipt and review of email exchange between Counsel for Purchaser and the Agent for the Landlord; receipt and review of email from Counsel for Purchaser; email exchange with Receiver's Counsel regarding Lease Assignment issues; telephone discussion and email to both Counsel for Purchaser and Receiver's Counsel disputing allegations of Landlord relative to the content of the Receiver's email exchange with the property manager as it related to a lease extension and demolition clause; further email exchanger with ppty manager regarding quantum of fee being charged by Landlord's Counsel for preparation of Lease Assignment; further lengthy telephone discussion with Counsel for Purchaser regarding lease assignment and the possibility of obtaining an order forcing same; further telephone discussion with Counsel for Receiver and review of confirming email regarding lease assignment issues; receipt and review of draft email from Receiver's Counsel to Landlord's property manmager	2.00
Mon	11/08/2021	Receipt and review of closing documents prepared by Receiver's Counsel; implementation of further revisions to Supplement to Third Report;	0.75
Tues	11/09/2021	Email exchange and telephone discussion with Counsel for Purchaser regarding issues with Lease Assignment; receipt and review of email exchange between Counsel for Receiver and Counsel for Purchaser; telephone discussion with Receiver's Counsel regarding lease assignment issues; receipt and review of email from Receiver's Counsel to Landlord's Agent regarding lease assignment; receipt and review of ODB Audit Report for pre-receivership period; review of proposed response to MOH; email exchange with realtor regarding closing date;	2.00
Wed	11/10/2021	Attend hearing before HHJ Cavanagh; receipt and review of endorsement and signed Orders;	0.20
Thur	11/11/2021	Email exchange with Ben Wyatt regarding additional borrowing; email exchange between Receiver's Counsel and Counsel for Purchaser;	0.50
Fri	11/12/2021	Dealing with staffing issues in advance of closing; internal discussions and emails in this regard;	0.50
Mon	11/15/2021	Assembly of information for closing; email exchange with Counsel regarding adjustments for closing of pharmacy sale; email exchange with MOH regarding ODB Audit; email to SD regarding closing protocol and requesting confirmation of availability of Inventory Solutions for pre-closing count;	1.05

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABRIM-R: to AABRIM-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 5 of 8

File Name (ID): Abu Seifein Brimley Pharma Inc. (AABRIM-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Tues	11/16/2021	Email exchange and t/c with Rod Randall at CWB; internal operational issues with staffing due to impending departure of DM and email exchange with Counsel for Purchaser regarding staffing post-closing; receipt and review of letter from MOH regarding ODB recovery and offset; review of draft closing documents and email exchange with Counsel in this regard;	1.00
Fri	11/19/2021	Receipt and review of memo regarding alarm from previous evening; operational oversight due to significant staffing issues beyond today;	0.55
Mon	11/22/2021	Email to Counsel regarding progress on closing sale;	0.25
Tues	11/23/2021	Email exchange with Receiver's Counsel regarding closing of sale; dealing with staffing issues in preparation for closing; lengthy telephone discussion with Counsel for Purchaser regarding need for extension on closing due to issues with Landlord; telephone call with ppty manager in an effort to assist purchaser in finalizing lease assignment;	1.00
Wed	11/24/2021	Receipt and review of email from Counsel for Purchaser enclosing revised closing documents; review of revised closing documents with changes made by Counsel for Purchaser; email to Counsel for Purchaser regarding staffing issues as at closing; receipt and review of email from Counsel for Purchaser confirming her client's need for technicians only and his intent to re-hire them post-closing;	1.25
Thur	11/25/2021	Multiple telephone discussions with Counsel for Purchaser regarding Landlord and the possible need for an extension for closing; email exchanges with Counsel for Purchaser in connection with staffing post-closing and the intentions of her client in this regard; telephone discussion with Inventory Services regarding pre-closing count; dealing with internal staffing issues in light of departure of DM and inability to order narcotics;	1.25
Fri	11/26/2021	Telephone discussion with Counsel for Purchaser;	0.25
Mon	11/29/2021	Telephone discussion with Counsel for Purchaser regarding extension of closing to December 3rd; email exchange with Receiver's Counsel regarding extending closing and staffing enquiry post-closing; review of revisions to closing documents; lengthy telephone discussion with Receiver's Counsel reviewing Purchaser's proposed revisions to closing documents; receipt and review of revised closing agenda; responding to request for inventory count protocol for sale of Brimley;	0.75
Tues	11/30/2021	Review of draft SOA; telephone discussion and email exchange with Receiver's Counsel in this regard; email exchanges with Counsel regarding WSIB, business name registration and Master Business Licence; review of final draft Closing Agenda;	0.50
Wed	12/01/2021	Review of rent reconciliation for pharmacy in anticipation of closing; email exchange with Receiver's Counsel with respect to rent adjustments for closing scheduled for December 3rd; receipt and review of draft Lease Assignment Agreement from Counsel for Purchaser; email exchange with Inventory Counter regarding count scheduled for the evening of December 2nd in advance of closing;	1.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABRIM-R: to AABRIM-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 6 of 8

File Name (ID): Abu Seifein Brimley Pharma Inc. (AABRIM-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Thur	12/02/2021	Review of PMSI statement provided by McKesson; confirmation of inventory count and protocols contained in APS; email exchange with Counsel regarding provisions in Lease Assignment Agreement of concern to Receiver's Counsel; review of updated SOA; receipt and review of email from Receiver's Counsel to Counsel for Purchaser regarding offending provisions of Lease Assignment Agreement;	1.25
Fri	12/03/2021	Receipt and review of inventory reports from count December 2nd; transmittal of inventory count to Counsel for Receiver and Counsel for Purchaser; receipt and review of invoice from Counsel for Landlord related to Lease Assignment Agreement; assembly of final numbers for Statement of Adjustment; receipt and review of final version of Lease Assignment Agreement with revisions proposed by Counsel for Receiver; email exchange with Counsel for Purchaser with respect to WSIB Certificate; review and approve disbursements; review and approval of final draft SOA; receipt and review of email from Counsel for Landlord confirming that no security deposit is held and that all arrears of rent \$1,326.83 {pre-receivership} and \$165.44 {post-receivership} have been paid in full; review of final versions of all closing documents prior to transmittal to MM for execution and return to Receiver's Counsel together with wire transfer coordinates for balance of purchase price; email exchange with Counsel for Purchaser regarding assignment of telephone and fax numbers; email exchange with senior credit officer at McKesson to assist purchaser in opening account with McKesson despite significant arrears pre-receivership; receipt and review of final draft UT to Landlord regarding fees for Assignment and Direction re Funds; review of final version SOA; review of revised closing documents; multiple emails with Counsel for Purchaser aimed at ensuring closing today; receipt and review of wire transfer confirmation for adjusted balance due on closing;	3.50
Thur	12/09/2021	Lengthy telephone discussion with Counsel for Purchaser on a number of post-closing issues; telephone call from Counsel for Landlord;	0.50
Fri	12/31/2021	Email exchange with insurance company regarding cancellation of policy post-closing;	0.25
Philip H. Gennis (PGE)			23.55
Susan Downey (SDW)			
Fri	10/29/2021	Attend on site for barrier construction. Go to bank for change. Scheduling	2.00
Mon	11/01/2021	Opened pharmacy/Review of HST documentation and other tax related communications and processed disbursements	1.20
Tues	11/02/2021	Processed disbursements and scheduling changes. Site visit to speak with Jack re: ODB audit.	0.50
Wed	11/03/2021	Site visit to search for documentation relating to ODB audit. Deliver paycheques. Process cash receipts. Deliver rent cheque to property manager. Scanning documents for ODB. Scheduling. 200-1920 Yonge Street Toronto, ON M4S 3E2	3.00
Thur	11/04/2021	Discussion with Jack regarding ODB audit and additional information required.	0.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABRIM-R: to AABRIM-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 7 of 8

File Name (ID): Abu Seifein Brimley Pharma Inc. (AABRIM-R:)

Day	Date	Memo	B-Hrs
Susan Downey (SDW)			
Sat	11/06/2021	Open and closed pharmacy and assisted 4-5pm as issues with deliveries and customers waiting for medications. Scheduling.	2.00
Mon	11/08/2021	Open and close pharmacy. Complete required information for narcotic audit. Prepared staff hours tracker for Nov 1 - 13. Processed disbursements. Gathered information requested by buyer (account numbers for utilities etc.) and sent.	2.00
Tues	11/09/2021	Attend site to meet with Jack re: audits. Send ODB documents requested. Receipt and review of audit results. Finalize payroll hours and process disbursements	1.60
Wed	11/10/2021	Process disbursements and prepare	1.00
Thur	11/11/2021	Open for relief pharmacist and deliver cheques	0.40
Mon	11/15/2021	Open for relief and review signoff details on ODB audit. Communications with Phil and scheduling technicians. Communication with Paula re: missing hours for David. Communication with Courier company regarding unpaid invoices. Communication with Jack regarding DM position. Reach out to Inventory Solutions re: inventory count.	1.20
Tues	11/16/2021	2 site visits to discuss response to narcotic audit with jack and pharmacist staffing issue	1.50
Thur	11/18/2021	Processing disbursements	0.80
Fri	11/19/2021	Attend site at 9:00 am to check back door. Back door left unlocked. Called police and waiting for inspection. Checked all drugs/narcotics/cash. Nothing missing. E-mails regarding loss of DM. Communication with Tal re: replacement DM. Scheduling. Notifying College and K&F of loss of DM. Second site visit to get documents signed by Jack	5.00
Mon	11/22/2021	Attend site to open for relief pharmacist. Communication with Tal re: staffing and Debbie Smith at K&F regarding no DM until closing. Confirmation of inventory count for 29th.	0.50
Tues	11/23/2021	Process disbursements and confirm inventory count date/time	0.50
Wed	11/24/2021	Attend site in morning re: relief pharmacist. Preparing closing documents/notice to with respect to utilities and security. Prepare info on same for purchaser including staffing info.	4.00
Thur	11/25/2021	Processing disbursements, scheduling and other closing tasks	1.50
Fri	11/26/2021	Call from Phil re: postponement of closing date. Call to Ash to discuss and e-mails to staff and Mike at Inventory Solutions regarding same	0.50
Sat	11/27/2021	Staffing issues	0.10
Mon	11/29/2021	Processing rent cheque, updating schedule and staff on sale delay, calculating payroll hours, communication with Mike at Inventory solutions regarding Thursday inventory count	1.50
Tues	11/30/2021	Site visits - open up and give Lana key to close up. E-mails/communication with purchaser and Phil regarding closing items. Processing disbursements. Processing cash receipts. 2nd visit to site to locate license certificate. Communication with Mike regarding inventory count and cost	1.50
Wed	12/01/2021	Meet with new pharmacist	1.00
Thur	12/02/2021	Prepare for and attend inventory count, deliver paycheques. Also reissuing rent cheque and delivering. Preparing termination letters and sending via e-mail. Processing disbursements.	9.00
Mon	12/06/2021	Processing disbursements and other closing matters with Ash and staff.	2.00
Tues	12/07/2021	Cheque requisitions prep for staff owed hours and delivery pay. Find SIN numbers and addresses for ROE's and T4's	1.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AABRIM-R: to AABRIM-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 8 of 8

File Name (ID): Abu Seifein Brimley Pharma Inc. (AABRIM-R:)

Day	Date	Memo	B-Hrs
Susan Downey (SDW)			
Mon	12/13/2021	Processing disbursements and payroll issue	0.80
Thur	12/16/2021	Collected Moneris Machine	0.50
Fri	12/17/2021	Returned Moneris Machine	0.20
Wed	12/29/2021	Processing disbursements. Call to Bell re billing issue. Follow up e-mail to Ash.	0.50

Susan Downey (SDW) **48.30**

Total for File ID AABRIM-R: **115.05**

Grand Total: **115.05**

**This is Exhibit “11” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 25th day of January, 2022**



A Commissioner, Etc

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022

January 19, 2022

Invoice #: 12267

Sigma Healthcare Inc.

Billing Period: Dec 31, 2021

Invoice

RE: Sigma Healthcare Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period October 28, 2021 to December 31, 2021, in connection with the Court-appointed receivership proceedings.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	12.45	\$525.00	\$6,536.25
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.90	375.00	337.50
Mukul Manchanda, CPA, CIRP, LIT	6.40	450.00	2,880.00
Paula Amaral	43.00	290.00	12,470.00
Others	6.20	225.00	1,395.00
Total Professional fees	68.95	\$342.54	\$23,618.75
Courtesy Discount			(2,808.50)
HST			2,705.33
Reimbursable Expenses			
Corporate Profile Search			\$73.95
Courier			\$56.90
PPSA Search			\$8.00
Total Reimbursable expenses			\$138.85
HST on expenses			\$13.89
Total			<u><u>\$23,668.32</u></u>
HST Registration #R103478103			
(AASIGMA-R)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AASIGMA-R: to AASIGMA-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 1 of 5

File Name (ID): Sigma Healthcare Inc. (AASIGMA-R:)

Day	Date	Memo	B-Hrs
Frieda Kanaris (FKA)			
Mon	11/01/2021	Revise SRD to October 27.	0.30
Frieda Kanaris (FKA)			0.30
Gillian Goldblatt (GGO)			
Thur	10/28/2021	review and approve disbursements.	0.30
Fri	11/26/2021	review and approve disbursement.	0.30
Tues	12/14/2021	review and approve disbursements.	0.30
Gillian Goldblatt (GGO)			0.90
Haran Sivanathan (HSI)			
Fri	11/12/2021	Bank reconciliation/Posting cheques/Deposit	0.50
Fri	12/03/2021	Bank reconciliation/Posting cheques/Deposit	0.60
Mon	12/13/2021	Bank reconciliation/Posting cheques/Deposit	0.90
Haran Sivanathan (HSI)			2.00
Inga Friptuleac (IFR)			
Mon	11/01/2021	Deposit	0.10
Tues	11/09/2021	Deposit; Issue cheques ; Postings	1.30
Mon	11/15/2021	Postings	0.60
Mon	11/22/2021	Issue cheques	1.10
Mon	11/29/2021	Issue cheques	0.80
Inga Friptuleac (IFR)			3.90
Mukul Manchanda (MMA)			
Thur	10/28/2021	Continue drafting the report. Lengthy telephone call with J. Gerges regarding the operations of the pharmacy and issues surrounding the DM.	0.80
Fri	10/29/2021	Dealt with operational issues. Lengthy calls with S. Shenoda and J. Gerges.	1.20
Tues	11/09/2021	Lengthy telephone call with S. Shenoda regarding the operation of the pharmacy.	0.50
Wed	11/10/2021	Participated in a conference call with S. Shenoda and P. Amaral. Review of materials in advance of the court hearing. Attended the court hearing. Receipt and review of the Endorsement of Justice Cavanagh along with the orders.	0.70
Thur	11/11/2021	Receipt, review and approve payables.	0.20
Fri	11/12/2021	Receipt, review and approve payables.	0.20
Mon	11/15/2021	Lengthy discussion with P. Matta regarding signing on as the DM for the pharmacy.	0.50
Thur	11/25/2021	Review of email exchanges regarding insurance.	0.20
Mon	11/29/2021	Receipt, review and approve payables.	0.10
Tues	11/30/2021	Prepared fee schedule and emailed same to R. Randall. Email exchanges with R. Randall regarding same.	0.20
Wed	12/01/2021	Receipt and review of sales reports. Review of email exchanges with M. Bebawy regarding drop in sales. Discussion with P. Amaral regarding same. Review of memo from P. Amaral outlining the reasons for the decline in sales.	0.50
Thur	12/09/2021	Receipt, review and approve payables.	0.30
Tues	12/14/2021	Receipt, review and approve payroll.	0.50
Wed	12/15/2021	Receipt, review and sign the listing agreement.	0.50
Mukul Manchanda (MMA)			6.40
Paula Amaral (PAM)			

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AASIGMA-R: to AASIGMA-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 2 of 5

File Name (ID): Sigma Healthcare Inc. (AASIGMA-R:)

Day	Date	Memo	B-Hrs
Paula Amaral (PAM)			
Thur	10/28/2021	Email recruiting agency for staff for next week. Email Samir regarding days required to be at pharmacy in the upcoming weeks. Prepare debit and credit requisitions as per bank statement transactions. Coordinate courier for delivery of payroll cheques.	1.50
Mon	11/01/2021	Contact roofing and heating contractors regarding issues with property. Receive emails regarding ordering of narcotic and filling prescriptions. Discussion with potential technician regarding shift availability. Receive invoices for relief pharmacists. Receive payable invoices. Receive email from Moneris regarding withholding of payments to build a reserve.	2.00
Tues	11/02/2021	Receive cheque from Claim Secure for balance of amounts outstanding. Prepare requisition for deposit of cheque.	1.40
Wed	11/10/2021	Prepare requisitions for payroll including calculation of source deductions. Prepare source deduction remittance and requisition for payment. Discussion with Samir and Mukul regarding a potential DM. Discussion with potential DM and requirements of position. Discussion with recruiters for potential DM and relief position for Friday.	2.20
Fri	11/12/2021	Prepare debit and credit requisitions as per bank statement transactions. Prepare Independent Contractor Agreement, Designated Manager Agreement, Key Designation Form. OCP Change in Designated Manager Form. Email DM forms for signature. Prepare WEPP spreadsheet and forms.	2.50
Wed	11/17/2021	Discussion with DM regarding implementing Medcheck program.	0.30
Fri	11/19/2021	Enter WEPPA information on portal. Send documents to employee and discuss next steps	0.50
Mon	11/22/2021	Prepare requisitions for debit and credit bank transactions.	1.00
Tues	11/23/2021	Send email to staff to request payroll information.	0.10
Wed	11/24/2021	Prepare payroll and payables requisitions for approval.	2.50
Thur	11/25/2021	Discussion with staff regarding blister pack schedule and billing. Contact supplier of snow removal services to discuss bill. Contact Delivery service to discuss invoice. Fax RC59 forms to CRA.	0.80
Fri	11/26/2021	Review reports needed to determine value of business and send email to pharmacist requesting reports. Receive reports and organize to submit for review by real estate agent.	0.60
Mon	11/29/2021	Review payroll and payable cheques and prepare for delivery. Post shift on Relief Buddy for pharmacist for following week. Prepare requisition for additional payable. Receive Form 31 from employee and update WEPPA online. Preparation of spreadsheet with projected disbursements.	1.90
Tues	11/30/2021	Assemble sales reports and forward for review. Prepare email summarizing factors contributing to drop in revenue and prescriptions.	0.50

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AASIGMA-R: to AASIGMA-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 3 of 5

File Name (ID): Sigma Healthcare Inc. (AASIGMA-R:)

Day	Date	Memo	B-Hrs
Paula Amaral (PAM)			
Wed	12/01/2021	Prepare requisitions for debit and credit bank transactions. Update Disbursement spreadsheet with updated projected disbursement.	1.10
Fri	12/03/2021	Discussion with DM regarding following week during his absence.	0.20
Mon	12/06/2021	Contact Cogeco regarding phones not working Discussion with staff regarding operational issues Preparation of reports and uploading to Tresorit. Send email to staff requesting payroll information.	1.50
Tues	12/07/2021	Discussion with staff regarding operational issues. Contact Cogeco because fax not working.	0.30
Wed	12/08/2021	Receive call from staff regarding following week schedule. Contact DM to confirm his schedule. Receive payroll hours and save o drive. Preparation of payroll, including pay statements. Preparation of requisitions for payroll and payables.	1.00
Thur	12/09/2021	Prepare payroll including pay statements and requisitions for payment. Discussions with staff and Cogeco regarding fax line that is not working. Discussion with staff regarding sales reports needed, receive sales reports and assemble in data room. Calculation of source deductions for Nov 1-30 and preparation of requisition for approval	4.50
Fri	12/10/2021	Receive additional sales reports, review and upload to data room.	0.10
Mon	12/13/2021	Attend premises to discuss billing, patient records and systems for scheduling and delivery of prescriptions.	8.00
Tues	12/14/2021	Receive payables and payroll cheques, assemble with payroll statements and prepare for delivery. Discussion with staff regarding Cogeco and fax line not working. Contact Cogeco to address the technical issues.	0.60
Wed	12/15/2021	Prepare and send email to Phil and Mukul summarizing meeting with DM at Sigma.	0.40
Thur	12/16/2021	Prepare requisitions for posting of debit and credit transactions as per bank statement.	0.70
Fri	12/17/2021	Discussion with CRA to determine status of RT0002 account. Resend RC59 and RT0002 forms. Discussion with staff regarding status of patients. Receipt of invoice for pa	0.60
Tues	12/21/2021	Receipt and review of payroll information and payables, preparation of pay statements and requisitions for processing of payments.	1.50
Wed	12/29/2021	Preparation of requisitions for debits and credits as per bank statements. Analysis of cash needs for clearing of payroll and payables.	2.00
Thur	12/30/2021	Review bank balances and cash needs. Prepare requisitions for debit and credit transactions on bank statement. Prepare analysis of cash flow from September to December.	2.70
Paula Amaral (PAM)			43.00
Philip H. Gennis (PGE)			
Thur	10/28/2021	Operational review in light of inability to secure DM;	0.75

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
 - File ID: AASIGMA-R: to AASIGMA-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22

Page 4 of 5

File Name (ID): Sigma Healthcare Inc. (AASIGMA-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Sat	10/30/2021	Receipt and review of Counsel revisions top Third Report;	0.25
Mon	11/01/2021	; telephone conference with Counsel; implementation of revisions to Third Report; further discussions with OCP regarding lack of DM for pharmacy;	0.75
Tues	11/02/2021	Minor revisions to Third Report and transmittal to Counsel together with appendices; continued dealings with OCP regarding operational issues;l	0.50
Thur	11/04/2021	Dealing with on-going issues with OCP over Receiver's inability to retain a DM for the pharmacy; lengthy telephone discussion with Jazwant Singh at OCP regarding our efforts in this regard;	0.50
Mon	11/08/2021	implementation of further revisions to Supplement to Third Report;	0.20
Wed	11/10/2021	Attend hearing before HHJ Cavanagh; receipt and review of endorsement and signed Orders; on-going operational issues surrounding inability to secure DM; telephone discussion with OCP in this regard;	0.50
Wed	11/17/2021	Lengthy telephone discussion with OCP investigator;	1.00
Fri	11/26/2021	Review of revenue and expense data post-receivership;	0.75
Mon	11/29/2021	Email exchange and telephone discussion with Rod Randall regarding challenges to any sales process given relocation of pharmacy away from physicians in original location as well as impact of conduct of Samir; further discussion with Rod Randall regarding possible action against parties involved in midnight move of Mill Street pharmacy;	0.25
Wed	12/01/2021	Review of pharmacy financial reports to November 30, 2021 prior to presentation to listing broker; email exchange with Broker regarding potential for sale and suggested listing price; analysis of revenue drop from the period pre-receivership; email exchange with Broker in this regard;	1.25
Thur	12/02/2021	Email exchange with Listing Broker regarding outstanding information related to impending listing of pharmacy for sale;	0.25
Sat	12/04/2021	Email exchange and telephone discussion with Listing Broker discussing price and listing of pharmacy;	0.25
Thur	12/09/2021	Preparation of NDA, Covid-19 Acknowledgement and Schedule "A" to listing agreement and forwarding same to Listing Broker with instructions to prepare Listing Agreement; revise and prepare draft APS for review by Counsel; instructing staff to assemble and populate Data Room; telephone discussion with Listing Broker regarding sale of pharmacy;	1.75
Fri	12/10/2021	Email exchange with Rod Randall regarding listing of pharmacy for sale;	0.25
Tues	12/14/2021	Review of listing Agreement and transmittal for execution and return to Listing Broker; transmittal of draft APS to Counsel for review; email exchange with Listing Broker regarding obtaining a floorplan for the pharmacy; on-going operational issues;	1.00
Wed	12/15/2021	On-going operational issues with new DM; receipt and review of email sent to new DM outlining protocol for the pharmacy;	0.50
Thur	12/16/2021	Email exchange with Listing Broker confirming activation of listing; requests for engineer to prepare floorplan as a necessary part of OCP accreditation process; email update to Rod Randall;	0.50
Mon	12/20/2021	Email exchange with Counsel regarding revisions to APS; email exchange with insurance broker regarding renewal of policy; email exchange with listing broker enclosing APS on pharmacy sale; operational oversight;	0.75

Filters Used:

- Time Entry Date: 10/28/21 to 12/31/21
- File ID: AASIGMA-R: to AASIGMA-R:

Time Detail by File & Employee ARA

Printed on: 1/19/22
Page 5 of 5

File Name (ID): Sigma Healthcare Inc. (AASIGMA-R:)

Day	Date	Memo	B-Hrs
Philip H. Gennis (PGE)			
Fri	12/31/2021	Review GL regarding funding requirements; telephone discussion with Rod Randall regarding further borrowing; email request for funding to Ben Wyatt at CWB Maxium; review cashflow to end of December;	0.50
Philip H. Gennis (PGE)			12.45
Total for File ID AASIGMA-R:			68.95
Grand Total:			68.95

Tab 12

District of	Toronto
Division No.	09
Court No.	
Estate No.	31-459162

**In the matter of the Receivership of
4231 Sheppard Avenue East
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	HST Collected	\$	1,950.00
	Interest Allocation		293.26
	Rental Income		15,000.00
	Sale of Assets Enbloc		247,618.72
TOTAL RECEIPTS			<u>264,861.98</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on Ascend License Fee		35.75
	HST Paid on Disbursements		3,299.44
	HST Paid on Legal Fees		1,626.95
	HST Paid on Receiver's Fees		2,929.25
			<u>7,891.39</u>
3.	Miscellaneous		
	Adjustments and Costs re: Sale of Property		12,500.00
	Appraisal Fees		5,692.25
	Ascend License Fee		275.00
	Bank Charges		65.00
	Change of Locks		440.00
	Filing Fees		71.54
	Insurance		3,264.84
	Legal Fees and Disbursements		13,048.05
	Payments to Secured Creditors		144,164.26
	Property Management		9,837.44
	Property Taxes		3,702.47
	Receiver's Fees and Costs		22,532.70
	Repairs and Maintenance		6,543.00
	Search Fees		8.00
			<u>222,144.55</u>
TOTAL DISBURSEMENTS			<u>230,035.94</u>

Net Receipts over Disbursements	<u>34,826.04</u>
	E&OE

District of
Division No. 09 - Toronto
Court No. 31-459113
Estate No. 31-459113

**In the matter of the Receivership of
BLESS HUI PHARMA INC. O/A HUI'S PHARMASAVE
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Accounts Receivable	\$	48,850.22
	Cash on Hand		88.95
	Interest Allocation		238.75
	Misc. Income		339.53
	Misc. Other Receipts		870.93
	Receiver Borrowing from Secured Creditor		43,500.00
	Sales		1,210,275.69
	Purchaser Deposit		90,000.00
TOTAL RECEIPTS			<u>1,394,164.07</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on disbursements exclusive of fees		23,480.05
	HST on Ascend License Fee		35.75
			23,515.80
3.	Miscellaneous		
	Accounting and Professional Services		750.00
	Ascend License Fee		275.00
	Bank Charges		1,078.39
	Casual Labour		32,639.03
	Change of Locks		1,185.00
	Computer Services		4,680.00
	Courier		8,567.56
	Filing Fees Paid to Official Receiver		71.54
	Insurance		7,990.92
	Occupation Rent		124,816.53
	Office Expense		1,483.75
	Other Misc. Disbursements		1,384.40
	Outside Consulting		2,205.00
	Payroll Deductions		46,137.49
	Purchase Expense		4,123.66
	Purchases		945,945.04
	Redirection of Mail		338.05
	Repairs and Maintenance		1,414.00
	Security		881.30
	Stock Taking and Possession		2,997.00
	Telephone		3,680.00
	Travel		908.53
	Utilities		62.95
	Wages		163,443.35
	WSIB Premium		553.14
			<u>1,357,611.63</u>
TOTAL DISBURSEMENTS			<u>1,381,127.43</u>

Net Receipts over Disbursements	<u>13,036.64</u>
	E&OE

District of
Division No.
Court No. 31-459150
Estate No. 31-459150

**In the matter of the Receivership of
SJ East Pharma Inc., o/a Brighton Global Health Pharmacy
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Interest Income	\$	14.41
	Receiver Borrowing from Secured Creditor		5,000.00
TOTAL RECEIPTS			<u>5,014.41</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on Ascend License Fee		35.75
			<u>35.75</u>
3.	Miscellaneous		
	Ascend License Fee		275.00
	Bank Charges		50.00
	Filing Fees Paid to O/R		71.54
	Travel		<u>2,820.20</u>
			3,216.74
TOTAL DISBURSEMENTS			<u>3,252.49</u>
Net Receipts over Disbursements			<u>1,761.92</u>
			E&OE

District of	Ontario
Division No.	09 - Toronto
Court No.	CV-20-00650853-00CL
Estate No.	31-459192

**In the matter of the Receivership of
ABU SEIFEIN BRIMLEY PHARMA INC. O/A BRIMLEY PHARMACY
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Accounts Receivable	\$	52,600.00
	Cash in Bank		70,341.86
	Cash on Hand		2,860.00
	Interest Allocation		311.36
	Misc. Receipt		300.00
	Receiver Borrowing from Secured Creditor		100,000.00
	Sales		617,189.41
	Sales of Assets		536,096.27
TOTAL RECEIPTS			<u>1,379,698.90</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on disbursements exclusive of fees		18,817.63
3.	Miscellaneous		
	Accounting and Professional Services		400.00
	Ascend License Fee		550.00
	Bank Charges		1,188.76
	Casual Labour		72,413.29
	Change of Locks		685.00
	Cleaning Service		9,890.00
	Computer Services		2,160.00
	Commission		18,000.00
	Courier		10,960.21
	Filing Fees Paid to Official Receiver		72.97
	HST on Ascend License Fee		71.50
	Insurance		2,185.72
	Occupation Rent		44,523.76
	Office Expense		1,523.73
	Other Misc. Disbursements		1,184.40
	Out of Pocket Expenses		40.00
	Payroll Deductions		8,665.45
	Purchases		663,901.62
	Redirection of Mail		170.55
	Repairs & Maintenance		5,603.48
	Security		114.40
	Stock Taking and Possession		1,530.00
	Telephone		3,907.44
	Travel		2,469.92
	Utilities		3,216.84
	Wages		41,473.60
	WSIB		162.15
			915,882.42
TOTAL DISBURSEMENTS			<u>915,882.42</u>

Net Receipts over Disbursements	<u><u>463,816.48</u></u>
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E&OE

District of	London
Division No.	06
Court No.	
Estate No.	35-124615

**In the matter of the Receivership of
JG Windsor Inc.
of the City of Windsor, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	HST Collected	\$	4,323.80
	Interest Allocation		129.66
	Receiver Borrowing from Secured Creditor		19,000.00
	Rental Income		31,000.00
	Sale of Machinery & Equipment		2,260.00
TOTAL RECEIPTS			56,713.46

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on Ascend License Fee		35.75
	HST Paid on Disbursements		1,910.09
			1,945.84
3.	Miscellaneous		
	Appraisal Fees		6,400.00
	Ascend License Fee		275.00
	Bank Charges		50.00
	Building Inspection		950.00
	Environmental Assessment		2,850.00
	Filing Fees		71.54
	HST Remitted (ITC)		1,448.06
	Repairs and Maintenance		4,226.95
	Waste Disposal		267.67
			16,539.22
TOTAL DISBURSEMENTS			18,485.06

Net Receipts over Disbursements	38,228.40
	E&OE

District of
Division No.
Court No. 35-124611
Estate No. 35-124611

**In the Matter of the Receivership of
JM Westview Pharma Inc. o/a Mill Street Pharmacy
of the Town of Tilbury, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Cash in Bank	\$	10,093.72
	Interest allocation		50.26
	Receiver Borrowing from Secured Creditor		5,000.00
TOTAL RECEIPTS			<u>15,143.98</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on Ascend License Fee		35.75
			<u>35.75</u>
3.	Miscellaneous		
	Ascend License Fee		275.00
	Bank Charges		50.00
	Filing Fees Paid to O/R		71.54
			<u>396.54</u>
TOTAL DISBURSEMENTS			<u>432.29</u>
Net Receipts over Disbursements			<u>14,711.69</u>
			E&OE

District of	Toronto
Division No.	09
Court No.	
Estate No.	31-459163

**In the matter of the Receivership of
Jubilee Property Investments Inc.
of the City of Richmond Hill, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	HST Collected	\$	1,885.00
	Interest Allocation		111.76
	Receiver Borrowing from Secured Creditor		25,000.00
	Rental Income		14,500.00
TOTAL RECEIPTS			<u>41,496.76</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on Ascend License Fee		35.75
	HST Paid on Disbursements		838.63
			<u>874.38</u>
3.	Miscellaneous		
	Appraisal Fees		6,451.00
	Ascend License Fee		275.00
	Bank Charges		50.00
	Filing Fees		71.54
	Insurance		5,340.06
	Office Expense		<u>100.00</u>
			12,287.60
TOTAL DISBURSEMENTS			<u>13,161.98</u>
Net Receipts over Disbursements			<u>28,334.78</u>
			E&OE

District of
Division No. 09 - Toronto
Court No. 31-459110
Estate No. 31-459110

**In the matter of the Receivership of
MAPLE MEDI PHARMA INC. O/A MEDI PHARM 2 PHARMACY
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Accounts Receivable	\$	32,317.38
	Cash in Bank		23,612.24
	Cash on Hand		37,911.60
	Interest Allocation		903.40
	Receiver Borrowing from Secured Creditor		-91,185.00
	Refunds - Misc.		685.66
	Sales		778,844.69
	Sale of Assets En Bloc		875,808.60
TOTAL RECEIPTS			<u>1,658,898.57</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on disbursements exclusive of fees		26,419.39
	HST on Receiver/Agent's Fees		16,670.56
			43,089.95
3.	Miscellaneous		
	Accounting and Professional Services		1,200.00
	Adjustment and Costs re: Sale of Property		16,600.00
	Ascend License Fee		275.00
	Bank Charges		1,048.85
	Casual Labour		97,624.40
	Change of Locks		1,985.00
	Cleaning Service		7,090.00
	Computer Services		4,895.00
	Courier		15,322.19
	Discount Absorbed by Receiver		-20,258.35
	Filing Fees Paid to Official Receiver		71.54
	Insurance		5,246.64
	Occupation Rent		41,240.38
	Office Expense		203.99
	Other Misc. Disbursements		61,709.82
	Payment to Secured Creditors		475,978.98
	Payroll Deductions		13,008.38
	Purchases		674,156.80
	Receiver's Fees and Costs		148,493.50
	Redirection of Mail		338.05
	Repairs and Maintenance		2,107.95
	Search Fees		8.00
	Security		250.00
	Stock Taking and Possession		2,827.00
	Telephone		1,735.95
	Travel		1,180.90
	Utilities		5,147.01
	Wages		42,557.67
	Workers' Compensation Premium		252.09
			<u>1,602,296.74</u>
TOTAL DISBURSEMENTS			<u>1,645,386.69</u>

Net Receipts over Disbursements	<u><u>13,511.88</u></u>
	E&OE

District of
Division No. 35 - London
Court No. 35-124603
Estate No. 35-124603

**In the matter of the Receivership of
OLD WALKERVILLE HOLDINGS INC. O/A OLDE WALKERVILLE PHARMACY INC.
of the City of Windsor, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Accounts Receivable	\$	28,902.83
	Cash in Bank		38,540.76
	Cash on Hand		45,466.68
	Interest Allocation		191.41
	Misc. Income		300.00
	Receiver Borrowing from Secured Creditor		186,500.00
	Sales		1,060,872.76
TOTAL RECEIPTS			<u>1,360,774.44</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on disbursements exclusive of fees		33,315.41
	HST charged on Trustee remuneration		22.59
	HST on Ascend License Fee		35.75
			33,373.75
3.	Miscellaneous		
	Accounting and Professional Services		750.00
	Ascend License Fee		275.00
	Bank Charges		1,954.32
	Casual Labour		261,345.35
	Change of Locks		1,740.00
	Cleaning Service		2,320.35
	Computer Services		11,424.97
	Courier		24,288.00
	Equipment Rental		72.30
	Filing Fees Paid to Official Receiver		71.54
	Insurance		10,703.88
	Occupation Rent		84,000.00
	Office Expense		2,846.95
	Other Misc. Disbursements		2,368.80
	Payroll Deductions		16,684.31
	Purchases		813,546.13
	Redirection of Mail		676.10
	Repairs and Maintenance		4,241.66
	Security		1,853.65
	Stock Taking and Possession		2,521.00
	Telephone		3,939.69
	Travel		699.68
	Utilities		5,992.73
	Wages		68,819.82
	Waste Disposal		92.91
	WSIB Premium		268.03
			<u>1,323,497.17</u>
TOTAL DISBURSEMENTS			<u>1,356,870.92</u>

Net Receipts over Disbursements	<u>3,903.52</u>
	E&OE

Dated at the City of Toronto in the Province of Ontario, this 22nd day of November 2021.
msi Spergel inc. - Licensed Insolvency Trustee

200-505 Consumers Rd.
Toronto ON M2J 4V8
Phone: (416) 497-1660 Fax: (416) 494-7199

District of
Division No. 09 - Toronto
Court No. 31-459112
Estate No. 31-459112

**In the matter of the Receivership of
RIVER HILL PHARMACY LTD. O/A RIVER HILL PHARMACY
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Accounts Receivable	\$	20,699.90
	Cash on Hand		384.25
	Interest Allocation		1,063.04
	Misc Other Receipts		697.87
	Receiver Borrowing from Secured Creditor		-101,115.00
	Refunds - Misc.		909.27
	Sales		598,473.82
	Sale of Assets Enbloc		1,003,684.07
TOTAL RECEIPTS			<u>1,524,797.22</u>

DISBURSEMENTS

2.	Federal and Provincial taxes			
	HST paid on disbursements exclusive of fees		16,366.57	
	HST on Ascend License Fee		35.75	
	HST on Receiver/Agent's Fees		15,928.37	
				32,330.69
3.	Miscellaneous			
	Accounting and Professional Services		750.00	
	Adjustments and Costs Re: Sale of Property		38,000.00	
	Ascend License Fee		275.00	
	Bank Charges		1,106.92	
	Change of Locks		1,560.00	
	Computer Services		3,600.00	
	Courier		11,007.45	
	Discount absorbed by Receiver		-17,595.10	
	Filing Fees Paid to Official Receiver		71.54	
	Insurance		4,291.92	
	Legal Fees and Disbursements		18,447.57	
	Occupation Rent		37,301.80	
	Office Expense		73.98	
	Other Misc. Disbursements		22,672.13	
	Payment to Secured Creditor		526,270.03	
	Payroll Deductions		36,919.87	
	Purchases		469,367.20	
	Receivers Fees and Costs		140,121.00	
	Redirection of Mail		338.05	
	Repairs and Maintenance		2,580.00	
	Search Fees		8.00	
	Security		223.30	
	Stock Taking and Possession		2,543.00	
	Telephone		5,259.37	
	Travel		808.99	
	Utilities		1,712.49	
	Wages		108,526.66	
	Workers' Compensation Premium		480.74	
			<u>1,416,721.91</u>	
TOTAL DISBURSEMENTS			<u>1,449,052.60</u>	1449052.6
Net Receipts over Disbursements			<u>75,744.62</u>	
			E&OE	

District of	
Division No.	35 - London
Court No.	35-124603
Estate No.	35-124603

**In the matter of the Receivership of
SIGMA HEALTHCARE INC. O/A SIGMA DRUG MART
of the Town of Tilbury, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Interest Allocation	53.44	
	Receiver Borrowing from Secured Creditor	52,000.00	
	Sales	104,378.58	
TOTAL RECEIPTS			156,432.02

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on disbursements exclusive of fees	5,651.32	
			5,651.32
3.	Miscellaneous		
	Ascend License Fee	275.00	
	Bank Charges	160.66	
	Casual Labour	35,805.90	
	Change of Locks	1,715.00	
	Cleaning Service	650.00	
	Computer Services	1,340.00	
	Courier	2,965.65	
	Filing Fees Paid to Official Receiver	72.97	
	Operating Expense	200.00	
	Payroll Deductions	4,248.40	
	Purchases	81,477.25	
	Redirection of Mail	170.55	
	Repairs and Maintenance	104.00	
	Stock Taking and Possession	1,556.00	
	Telephone	592.73	
	Travel	4,137.06	
	Utilities	276.74	
	Wages	14,836.56	
		150,584.47	
TOTAL DISBURSEMENTS			156,235.79

Net Receipts over Disbursements	196.23
	E&OE

District of	Peel
Division No.	09
Court No.	
Estate No.	32-159230

**In the matter of the Receivership of
St. Mary Cooksville Pharma Inc.
of the City of Mississauga, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Interest Allocation	\$	15.98
	Receiver Borrowing from Secured Creditor		5,000.00
TOTAL RECEIPTS			<u>5,015.98</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on Ascend License Fee		35.75
			<u>35.75</u>
3.	Miscellaneous		
	Ascend License Fee		275.00
	Bank Charges		50.00
	Filing Fees		<u>71.54</u>
			396.54
TOTAL DISBURSEMENTS			<u>432.29</u>
Net Receipts over Disbursements			<u>4,583.69</u>
			E&OE

District of
Division No. 09 - Toronto
Court No. 31-459109
Estate No. 31-459109

**In the matter of the Receivership of
ST. MARY THEOTOKOS PHARMA INC. O/A SAIGON PHARMACY
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	HST Refund	35.75	
	Interest Allocation	14.99	
	Receiver Borrowing from Secured Creditor		
		5,000.00	
TOTAL RECEIPTS			<u>5,050.74</u>

DISBURSEMENTS

2	Miscellaneous		
	Ascend License Fee	275.00	
	Bank Charges	45.00	
	Filing Fees Paid to Official Receiver	71.54	
	HST on Ascent License Fee	35.75	
		<u>427.29</u>	
TOTAL DISBURSEMENTS			<u>427.29</u>

Net Receipts over Disbursements	<u><u>4,623.45</u></u>
	E&OE

District of
Division No. 07 - Hamilton
Court No. 32-159215
Estate No. 32-159215

**In the matter of the Receivership of
STONE CREEK PHARMA INC. O/A FRIENDLY PHARMACY
of the City of Hamilton, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Accounts Receivable	\$	24,585.03
	Cash on Hand		475.20
	Interest Allocation		1,190.84
	Receiver Borrowing from Secured Creditor		-88,500.00
	Sales		747,376.95
	Sale of Assets enbloc		926,359.53
TOTAL RECEIPTS			<u>1,611,487.55</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on disbursements exclusive of fees		
			21,366.01
	HST on Receiver's Fees		16,044.78
	HST on Legal Fees		2,407.06
	HST on Ascend License Fee		35.75
			39,853.60
3.	Miscellaneous		
	Accounting and Professional Services		750.00
	Ascend License Fee		275.00
	Bank Charges		1,746.59
	Casual Labour		81,676.68
	Change of Locks		2,129.80
	Cleaning Service		1,129.00
	Computer Services		3,465.00
	Costs on Sale of Property (Commission)		17,200.00
	Courier		248.45
	Equipment Rental		392.36
	Filing Fees Paid to Official Receiver		71.54
	Insurance		4,790.88
	Legal Fees		18,598.46
	Occupation Rent		38,842.89
	Office Expense		3.50
	Other Misc. Disbursements		85,872.49
	Payment to Secured Creditor		532,675.02
	Payroll Deductions		17,448.25
	Purchases		551,942.61
	Receiver's fees and costs		123,421.40
	Redirection of Mail		338.05
	Repairs and Maintenance		1,672.50
	Search Fees		8.00
	Security		1,028.00
	Stock Taking and Possession		2,239.00
	Telephone		2,438.19
	Travel		800.75
	Utilities		2,789.84
	Wages		56,228.17
	WSIB		<u>346.45</u>
			1,550,568.87
TOTAL DISBURSEMENTS			<u>1,590,422.47</u>

Net Receipts over Disbursements		<u>21,065.08</u>
		E&OE

District of
Division No. 09 - Toronto
Court No. 31-459111
Estate No. 31-459111

**In the matter of the Receivership of
TORONTO APOTHECARY PHARMA INC. O/A THE APOTHECARY SHOP
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Accounts Receivable	\$	13,492.87
	Cash on Hand		200.00
	Interest Allocation		609.08
	Pre-Bankruptcy HST Refund		5,243.07
	Receiver Borrowing from Secured Creditor		-20,200.00
	Refunds - Misc.		45.15
	Sales		358,418.86
	Sale of Assets en Bloc		520,098.29
TOTAL RECEIPTS			<u>877,907.32</u>

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST paid on disbursements exclusive of fees		17,580.73
	HST on Ascend License Fee		35.75
	HST on Receiver/Agent Fees		17,595.85
	HST on Leagal Fees		2,094.63
			37,306.96
3.	Miscellaneous		
	Accounting and Professional Services		750.00
	Adjustments and Costs re: Sale of Property		19,000.00
	Advertising		158.81
	Ascend License Fee		275.00
	Bank Charges		705.20
	Casual Labour		70,674.00
	Change of Locks		1,630.00
	Cleaning Service		2,900.00
	Computer Services		2,790.00
	Courier		148.99
	Discount Absorbed by Receiver		-17,840.35
	Filing Fees Paid to Official Receiver		71.54
	Insurance		4,052.16
	Legal Fees and Disbursements		16,302.84
	Occupation Rent		23,182.50
	Office Expense		385.00
	Other Misc. Disbursements		8,270.05
	Payment to Secured Creditor		145,091.78
	Payroll Deductions		4,814.73
	Purchases		308,765.76
	Purchase Expense		52.50
	Receiver's Fees and Costs		153,170.00
	Redirection of Mail		338.05
	Repairs & Maintenance		1,985.60
	Search Fees		8.00
	Security		692.50
	Stock Taking and Possession		2,831.00
	Telephone		2,772.78
	Travel		176.26
	Utilities		3,042.85
	Wages		18,001.34
	WSIB Premium		164.32
			<u>775,363.21</u>
TOTAL DISBURSEMENTS			<u>812,670.17</u>

Net Receipts over Disbursements **65,237.15**
E&OE

District of
Division No. 09 - Toronto
Court No. 31-459114
Estate No. 31-459114

**In the matter of the Receivership of
WESTWAY HOLDINGS INC. O/A WESTWAY MEDICAL PHARMACY
of the City of Toronto, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at December 31, 2021

RECEIPTS

1	Miscellaneous		
	Interest Allocation	14.97	
	Receiver Borrowing from Secured Creditor	5,000.00	
TOTAL RECEIPTS			<u>5,014.97</u>

DISBURSEMENTS

2	Miscellaneous		
	Ascend License Fee	275.00	
	Bank Charges	45.00	
	Filing Fees Paid to Official Receiver	71.54	
	HST on Ascend License Fee	35.75	
		<u>427.29</u>	
TOTAL DISBURSEMENTS			<u>427.29</u>

Net Receipts over Disbursements		<u><u>4,587.68</u></u>
		E&OE

Dated at the City of Toronto in the Province of Ontario, this 22nd day of November 2021.
msi Spergel inc. - Licensed Insolvency Trustee

200-505 Consumers Rd.
Toronto ON M2J 4V8
Phone: (416) 497-1660 Fax: (416) 494-7199

Tab C

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	TUESDAY, THE 1 ST
)	
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

APPROVAL AND VESTING ORDER

(sale of assets of Bless Hui Pharma Inc. to 1000087607 Ontario Inc.)

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 Bless Hui Pharma Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver, as vendor, and 1000087607 Ontario Inc. (the “**Purchaser**”), dated January 19, 2022

and appended to the Fourth Report of the Receiver dated January 27, 2022 (the “**Fourth 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 due to the COVID-19 pandemic.

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser, and such other counsel present as 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, in its capacity as such or on behalf of the Debtor, as the case may be, is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets described as such in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise),

hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by orders of this court in this proceeding; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule B hereto, as the case may be (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule C, if any) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted

to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. 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.

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

Schedule A – Form of Receiver’s Certificate

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

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

Applicants

- and -

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

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to 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 Bless Hui Pharma Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated February 1, 2022, the Court approved the agreement of purchase and sale made as of January 19, 2022 (the “**Sale Agreement**”) between the Receiver, as vendor and 1000087607 Ontario Inc. as purchaser (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 Bless Hui Pharma Inc., and not in its personal capacity

Per: _____
Name:
Title:

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

- Any Kohl & Frisch Limited security registered under *Personal Property Security Act* (Ontario) (“PPSA”) registration number 20180502 1146 1862 2090 and 20210419 1005 1862 5933 (File #738884979)
- Any McKesson Canada Corporation security registered under PPSA registration number 20170321 1708 1462 0920 and 20170321 1708 1462 0921 (File #725803335 and 725803344)
- Any CWB Maxium Financial Inc. security registered under PPSA registration number 20170131 1034 1529 8037 (File #724474737)
- 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.,
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
(sale of assets of Bless Hui Pharma Inc. to 1000087607
Ontario Inc.)

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

Joël Turgeon (LSO #80984R)
Tel: (416) 597-6486
Email: 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 ~~MADAM~~) ~~WEEKDAY~~ TUESDAY, THE # ~~1~~ST
JUSTICE ~~CONWAY~~) DAY OF ~~MONTH~~ FEBRUARY, ~~20~~^{YR} 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
HUI PHARMA INC., JG WINDSOR INC., JM WESTVIEW PHARMA INC., JUBILEE
PROPERTY INVESTMENTS INC., MAPLE MED PHARMA INC., RIVER HILL
PHARMACY LTD., SJ EAST PHARMA INC., ST. MARY COOKSVILLE PHARMA INC.,
ST. MARY THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC., TORONTO
APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. AND OLDE
WALKERVILLE HOLDINGS INC.

Respondents

APPROVAL AND VESTING ORDER
(sale of assets of Bless Hui Pharma Inc. to 1000087607 Ontario Inc.)

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 Bless Hui Pharma Inc. (the ~~"Debtor"~~) for an order approving the sale transaction (the ~~"Transaction"~~) contemplated by an agreement of purchase and sale (the ~~"Sale Agreement"~~) between the Receiver, as vendor, and ~~[NAME OF PURCHASER]~~1000087607 Ontario Inc. (the ~~"Purchaser"~~), dated ~~[DATE]~~January 19, 2022 and appended to the Fourth Report of the Receiver dated ~~[DATE]~~January 27, 2022 (the ~~"Fourth 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 due to the COVID-19 pandemic.

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~counsel for the Purchaser, and such other counsel present as 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[†]:

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.

[†] ~~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.~~

2. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ in its capacity as such or on behalf of the Debtor, as the case may be, is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. ~~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 as such in the Sale Agreement ~~[and listed on Schedule B hereto]~~⁴ 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"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by ~~the~~

² ~~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.~~

³ ~~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.~~

⁴ ~~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.~~

⁵ ~~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.~~

~~Order~~orders 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 ~~CB~~ hereto, as the case may be (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule ~~DC, if any~~) 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 Act⁶, 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.~~

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ 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's⁷ 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

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷ 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".

sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

7. THIS COURT ORDERS that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent

⁸ ~~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.~~

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.

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

Schedule A – Form of Receiver’s Certificate

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

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

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to ~~an Order of the Honourable [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 Bless Hui Pharma Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated ~~[DATE]~~February 1, 2022, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~January 19, 2022 (the "Sale Agreement") between the Receiver ~~[Debtor]~~as vendor and ~~[NAME OF PURCHASER]~~1000087607 Ontario Inc. as purchaser (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 1.1~~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 1.1~~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}~~ Bless Hui Pharma 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”) registration number 20180502 1146 1862 2090 and 20210419 1005 1862 5933 (File #738884979)
- Any McKesson Canada Corporation security registered under PPSA registration number 20170321 1708 1462 0920 and 20170321 1708 1462 0921 (File #725803335 and 725803344)
- Any CWB Maxium Financial Inc. security registered under PPSA registration number 20170131 1034 1529 8037 (File #724474737)
- 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., 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
(sale of assets of Bless Hui Pharma Inc. to 1000087607 Ontario Inc.)

GOLDMAN SLOAN NASH & HABER LLP
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Lawyers for msi Spergel Inc. in its capacity as court-appointed receiver of the Respondents

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM)	TUESDAY, THE 1 ST
)	
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.,
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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

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Tab F

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**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
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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, approval of receiver's report,
fees and activities and sealing)
(returnable February 1, 2022)

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