

Clerk's Stamp

COURT FILE NUMBER 2101-01130
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF BANK OF MONTREAL

DEFENDANTS EAGLESMED GROUP INC., CHRIS MUSAH PROFESSIONAL CORPORATION, CHRISTOPHER MUSAH, ALSO KNOWN AS CHRIS MUSAH, CHARLES FRANKLIN JOHNSON PROFESSIONAL CORPORATION, CHARLES FRANKLIN JOHNSON, YETUNDE KASUMU MEDICAL PROFESSIONAL CORPORATION and YETUNDE KASUMU

DOCUMENT **APPLICATION OF DELOITTE RESTRUCTURING INC. in its capacity as Receiver and Manager of the property of EAGLESMED GROUP INC. and CHRIS MUSAH PROFESSIONAL CORPORATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5
Telephone: (403) 351-2920
Facsimile: (403) 648-1151
Email: joliver@cassels.com / kdavis@cassels.com
File No.: 49073-9

Attention: Jeffrey Oliver / Kara N. Davis

NOTICE TO RESPONDENTS:

This application is made against you. You are a respondent. You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date: Thursday, May 12, 2022
Time: 2:00PM
Where: Calgary Courts Centre (via WebEx)
Before Whom: The Honourable Madam Justice B.E.C. Romaine

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as receiver and manager (in such capacity, the "**Receiver**") of the assets, properties and undertakings of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Companies**"), seeks the following:
 - (a) an order substantially in the form of Schedule "A" hereto:
 - (i) if necessary, abridging the time for service of this Application and supporting Third Report of the Receiver dated May 3, 2022 (the "**Third Report**") and declaring service to be good and sufficient;
 - (ii) approving the conduct and activities of the Receiver as described in the Third Report and the Confidential Supplement to the Third Report, dated May 3, 2022 (the "**Confidential Supplement**");
 - (iii) approving the Receiver's interim statement of receipts and disbursements for the period ending April 25, 2022;
 - (iv) approving the fees and disbursements of the Receiver and its legal counsel, Cassels Brock & Blackwell LLP ("**Cassels**"), for the period of February 1, 2022 to May 3, 2022 and February 1, 2022 to April 30, 2022, respectively; and
 - (v) approving payment of all outstanding costs of administration of the receivership including the professional fees of the Receiver and its legal counsel, Cassels;
 - (b) an order substantially in the form of Schedule "B" hereto:
 - (i) if necessary, abridging the time for service of this Application and Third Report and declaring service to be good and sufficient; and
 - (ii) approving an asset purchase agreement (the "**APA**") between the Receiver and Ashley Young (the "**Purchaser**") dated March 17, 2022 on terms that are substantially similar to the redacted form attached as Appendix "D" to the Third Report and unredacted form attached as Appendix "A" to the Confidential Supplement and vesting the right, title and interest of CPMC in and to the Property (as defined in the APA) in the Purchaser free and clear of all claims and encumbrances aside from certain permitted encumbrances;
 - (c) an order substantially in the form of Schedule "C" hereto:

- (i) if necessary, abridging the time for service of this Application and Third Report and declaring service to be good and sufficient; and
- (ii) sealing the Confidential Supplement; and
- (d) such further and other relief as this Honourable Court deems just.

Grounds for making this application:

Background

2. Pursuant to an Order of this Honourable Court (the “**Receivership Order**”) pronounced on February 12, 2021 (the “**Date of Receivership**”), Deloitte was appointed as receiver and manager of the Companies’ undertakings, assets and properties.
3. Eaglesmed is a private Alberta corporation and operated as a comprehensive medical facility at a leased premise in Calgary. Eaglesmed ceased operations prior to the Date of Receivership. Dr. Christopher (Chris) Musah is the sole director and primary voting shareholder of Eaglesmed. Eaglesmed’s primary assets were medical equipment, computer equipment, and furniture and fixtures (collectively, the “**Eaglesmed Assets**”)
4. CMPC is a private medical corporation. Dr. Musah is the sole director and voting shareholder of CMPC. CMPC is a holding company for revenues earned by Dr. Musah and was the registered owner of five investment properties.
5. On April 26, 2021, this Honourable Court granted orders, among other things, amending the Receivership Order to specifically include four investment properties located in Canada (the “**Canadian Properties**”) as part of the receivership assets; approving the sale of Eaglesmed Assets; and approving the sale process for the Canadian Properties (the “**CPMC Sales Process Order**”).
6. On February 16, 2022, this Honourable Court granted orders, among other things, approving the sale of Unit 703 (as defined in the Second Report of the Receiver dated February 7, 2022); increasing the Receiver’s powers and Receiver’s Borrowing Charge (as defined in the Receivership Order); and authorizing the Receiver to make a distribution to BMO totaling no more than \$2,500,000, unless the Debtors file and serve an application with supporting evidence for its alleged trust claim in relation to certain of the real property forming part of CMPC’s estate, to be heard within 45 days of the filing of the Debtors’ materials.

Approval of the APA

7. The Receiver has received 1 offer to purchase the Property, the details of which are set out in the Third Report and Confidential Supplement. The Receiver has since entered into the APA with the Purchaser.

8. The key terms of the APA include:
 - (a) the sale of the Property is on a “as is, where is” basis;
 - (b) the Purchaser has paid a deposit in the amount of \$5,000 to the realtor, RE/MAX;
 - (c) the sale is set to close on June 17, 2022;
 - (d) the sale is subject to Court approval of the APA; and
 - (e) all of the remaining Purchaser’s conditions have been waived or satisfied.

9. The Receiver is of the view that the APA should be approved for the following reasons:
 - (a) RE/MAX undertook a strategic and broad canvassing of the market to obtain the highest sale price for the Property;
 - (b) the Property has been on the market for approximately eleven (11) months and the Purchase Price (as set out and defined in the APA) is the highest offer that is likely to be obtained based on the limited interest in the Property to date;
 - (c) the only substantive condition precedent remaining is Court approval;
 - (d) the Purchase Price is consistent with RE/MAX’s assessed value of the Property based on current market conditions;
 - (e) the Receiver’s borrowings to maintain the Canadian Properties to the date of the Third Report will be satisfied from the sales proceeds with the residual sales proceeds being of a quantum to satisfy the known unpaid property taxes;
 - (f) the Receiver’s fees and those of its legal counsel will be satisfied from the sales proceeds rather than having to be paid by BMO;
 - (g) the Receiver is advised that BMO supports the approval of the APA; and
 - (h) there are no other parties prepared to offer a higher amount than the Purchase Price and there is no guarantee that continuing to market the Property will result in a better offer.

10. In the circumstances, the Receiver is of the view that:
 - (a) the Receiver has made sufficient effort to obtain the best price for the Property;
 - (b) the Purchase Price exceeds the average sale price for comparable properties of a similar size in the current market;
 - (c) the APA contains commercially reasonable terms; and
 - (d) the sale will maximize the available recovery for the receivership estate.

Sealing Order

11. The Receiver seeks an Order directing the sealing of the Confidential Supplement (the “**Sealing Order**”).
12. The Sealing Order is necessary, as the Confidential Supplement includes commercially sensitive information, including information relating to the APA and recent market comparable properties. Disclosure of the information contained in the Confidential Supplement could cause irreparable prejudice to creditors and other stakeholders of the Companies.
13. There are no reasonable alternative measures and the benefits of the Sealing Order outweigh any negative effects on the interests of the public.

Activities of the Receiver

14. The Receiver’s conduct and activities as described in the Third Report and Confidential Supplement, are lawful and proper and consistent with the Receiver’s powers and duties under the Receivership Order.
15. The receipts and disbursements of the Receiver as described in the Third Report, are commensurate with the work performed, commercially fair and reasonable and should be approved.

Approval of Professional Fees & Payment of Costs of Administration

16. The accounts of the Receiver for the period commencing February 1, 2022 to May 2, 2022 total approximately \$45,000 exclusive of GST.
17. The accounts of counsel to the Receiver for the period commencing February 1, 2022 to April 30, 2022 total approximately \$45,164, exclusive of GST.

18. The invoices rendered by the Receiver and its counsel are commensurate with the work performed, commercially fair and reasonable and were validly incurred in accordance with the provisions of the Receivership Order.
19. The accounts of the Receiver and its counsel for the period of February 12, 2021 to January 31, 2022 were previously approved by order of this Honourable Court pronounced on February 16, 2022 in these proceedings.
20. As set out in the Third Report, the Receiver is seeking approval of the payment of all outstanding costs of administration of the receivership including the professional fees from the proceeds of the sale of Unit 703 (as defined in the Third Report), without prejudice to the adjudication of the Alleged Trust Claim (as defined in the Third Report) to be heard at a future date.

Material or evidence to be relied on:

21. The Receiver anticipates relying on the following materials:
 - (a) Receivership Order, pronounced by the Honourable Justice D.B. Nixon on February 12, 2021, filed February 16, 2021;
 - (b) First Report of the Receiver, dated April 26, 2021, filed April 27, 2021;
 - (c) Confidential Supplement to the First Report of the Receiver, dated April 26, 2021, filed on April 27, 2021;
 - (d) Order Amending Receivership Order pronounced by the Honourable Justice L.B. Ho and filed on May 4, 2021;
 - (e) Order Approving Sales Process, pronounced by the Honourable Justice L.B. Ho and filed May 4, 2021;
 - (f) Approval and Vesting Order, pronounced by the Honourable Justice L.B. Ho and filed on May 4, 2021;
 - (g) Sealing Order, pronounced by the Honourable Justice L.B. Ho and filed on May 4, 2021;
 - (h) Second Report of the Receiver, dated February 7, 2022, filed on February 8, 2022;
 - (i) Confidential Supplement to the Second Report of the Receiver, dated February 7, 2022, filed on February 8, 2022;

- (j) Order Approving Actions of Receiver, etc. pronounced by the Honourable Justice K.M. Horner and filed on February 17, 2022;
- (k) Approval and Vesting Order, pronounced by the Honourable Justice K.M. Horner and filed on February 17, 2022;
- (l) Sealing Order, pronounced by the Honourable Justice K.M. Horner and filed on February 17, 2022;
- (m) Third Report of the Receiver dated May 3, 2022, filed herewith;
- (n) Confidential Supplement to the Third Report of the Receiver dated May 3, 2022, filed herewith;
- (o) Affidavit of Service, to be sworn and filed; and
- (p) such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable rules:

- 22. The *Alberta Rules of Court*, including Rules 1.2, 1.3, 1.4, 6.1, 6.2, 6.3 and 6.47; and
- 23. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

- 24. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
- 25. *Judicature Act*, RSA 2000, c J-2, as amended, and in particular section 13(2) thereof;
- 26. *Personal Property Security Act*, RSA 2000, c P-7;
- 27. *Land Titles Act*, RSA 2000, c L-4; and
- 28. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

- 29. None.

How the application is proposed to be heard or considered:

30. Via WebEx.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

sworn May [●], 2022; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of this application (the “**Application**”) and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.
2. Terms not otherwise defined herein shall have the meaning ascribed to them in the Third Report, Confidential Supplement and Receivership Order, as applicable.

Approval of Professional Fees

3. The Receiver’s accounts for fees and disbursements for the period of February 1, 2022 to May 2, 2022, as set out in the Third Report are hereby approved without the necessity of a formal assessment of its accounts.
4. The accounts of the Receiver’s legal counsel, Cassels Brock & Blackwell LLP, for its fees and disbursements for the period of February 1, 2022 to April 30, 2022, as set out in the Third Report are hereby approved without the necessity of a formal assessment of its accounts.
5. The Receiver is hereby authorized and empowered to pay from the proceeds of the sale of Unit 703, all outstanding costs of administration of the receivership including the fees and disbursements of the Receiver and its legal counsel as approved by:
 - (a) paragraphs 3 and 4 of this order (the “**Order**”); and
 - (b) paragraphs 4 and 5 of the Order of the Honourable Madam Justice K.M. Horner, pronounced February 16, 2022 in the within proceedings (the “**February Order**”)

(collectively, the “**Professional Fees**”), provided that the payment of such Professional Fees shall be without prejudice to the outcome of the Trust Claim, as that term is defined in paragraph 8 of the February Order.

Actions of the Receiver

6. The Receiver’s conduct and activities as set out in the Third Report and Confidential Supplement are hereby ratified and approved.

7. The Receiver's statement of receipts and disbursements for the period of February 12, 2021 to April 25, 2022 attached as Appendix "G" to the Third Report, is hereby ratified and approved.

Service

8. Service of this Order shall be deemed good and sufficient by serving same on the persons listed on the service list in these proceedings and by posting a copy of it on the Receiver's website at: www.insolvencies.deloitte.ca/en-ca/Eaglesmed.
9. Service of this Order on any party not listed on the service list for this Application is hereby dispensed with.

J.C.Q.B.A

SCHEDULE "B"

COURT FILE NUMBER 2101-01130
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF BANK OF MONTREAL

Clerk's Stamp

DEFENDANTS EAGLESMED GROUP INC., CHRIS MUSAH PROFESSIONAL CORPORATION, CHRISTOPHER MUSAH, ALSO KNOWN AS CHRIS MUSAH, CHARLES FRANKLIN JOHNSON PROFESSIONAL CORPORATION, CHARLES FRANKLIN JOHNSON, YETUNDE KASUMU MEDICAL PROFESSIONAL CORPORATION and YETUNDE KASUMU

DOCUMENT **APPROVAL AND VESTING ORDER
(Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5
Telephone: (403) 351-2920
Facsimile: (403) 648-1151
Email: joliver@cassels.com / kdavis@cassels.com
File No.: 49073-9

Attention: Jeffrey Oliver / Kara N. Davis

DATE ON WHICH ORDER WAS PRONOUNCED: Thursday, May 12, 2022

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, AB

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Madam B.E.C. Romaine

UPON THE APPLICATION by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**APA**") between the Receiver and Ashley Young (the "**Purchaser**") dated March 17, 2022 and appended in redacted form to Appendix "D" to the Third Report of the Receiver dated May 3, 2022; (the "**Third Report**") and in unredacted form as Appendix "A" to the Confidential Supplement to the Third Report dated May 3, 2022 (the "**Confidential Supplement**") and vesting in the Purchaser the Debtors' right, title and interest in and to the property described in the APA (the "**Property**");

AND UPON HAVING READ the Third Report, the Confidential Supplement and the Affidavit of Service of Richard Kay sworn May [●], 2022; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and any other interested parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the APA by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Property to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "**Receiver's Closing Certificate**"), all of the Debtors' right, title and interest in and to the Property listed in Schedule "B" hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and

- (d) those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances listed in Schedule "D" (collectively, the "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Property are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Property, subject only to the Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby directed to forthwith:

- (i) cancel existing Certificate of Title No. 181 010 867 +32 for those lands and premises municipally described as #703, 10 Shawnee Hill, Calgary, Alberta and legally described as:

CONDOMINIUM PLAN 0915231

UNIT 61

AND 136 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**");

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely Ashley Young;
- (iii) transfer to the new Certificate of Title the existing instruments listed in Schedule "D" to this Order; and

- (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances), which may be registered after the date of the APA;
 - (b) the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtors in the Property which are of a kind prescribed by applicable regulations as serial-number goods.
- 5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Property of any Claims including Encumbrances, but excluding Permitted Encumbrances.
- 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Property is required for the due execution, delivery and performance by the Receiver of the APA.
- 7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7 and notwithstanding that the appeal period in respect of this Order has not lapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity.
- 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Property (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Property from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Property and may be asserted against the net proceeds from sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Property without further order of this Court, provided however the Receiver may apply any

part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the APA or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtors.
10. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Property, and all persons or entities having any Claims of any kind whatsoever in respect of the Property, save and except for persons entitled to the benefit of a Permitted Encumbrance, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Property, and to the extent that any such persons or entities remain in the possession or control of any of the Property, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Property, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Property for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
12. Immediately upon closing of the Transaction, holders of Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the Alberta *Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) 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) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

15. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtors; and
- (d) the provisions of any federal or provincial statute,

the vesting of the Property in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA 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.

- 16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
- 18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;

(iii) any other parties attending or represented at the application for this Order;

(iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:
www.insolvencies.deloitte.ca/en-ca/Eaglesmed.

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"**FORM OF RECEIVER'S CERTIFICATE**

COURT FILE NUMBER	2101-01130	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	EAGLESMED GROUP INC., CHRIS MUSAH PROFESSIONAL CORPORATION, CHRISTOPHER MUSAH, ALSO KNOWN AS CHRIS MUSAH, CHARLES FRANKLIN JOHNSON PROFESSIONAL CORPORATION, CHARLES FRANKLIN JOHNSON, YETUNDE KASUMU MEDICAL PROFESSIONAL CORPORATION and YETUNDE KASUMU	

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3810, Bankers Hall West 888 3 rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / kdavis@cassels.com File No.: 49073-9
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Attention: Jeffrey Oliver / Kara N. Davis

RECITALS

- A. Pursuant to an Order of the Honourable Justice D.B. Nixon of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated February 12, 2021, Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**").
- B. Pursuant to an Order of the Court dated May 12, 2022, the Court approved the Asset Purchase Agreement between the Receiver and Ashley Young (the "**Purchaser**") made as of March 23, 2022 (the "**APA**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Property, which vesting is to be effective with respect to the Property 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 Property; (ii) that the conditions to Closing as set out in section 7 of the APA 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, capitalized terms have the meanings set out in the APA.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Property payable on the Closing Date pursuant to the APA;
2. The conditions to Closing as set out in section 7 of the APA have been satisfied or waived by the Receiver and the Purchaser (or its nominee); 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]**.

Deloitte Restructuring Inc., in its capacity as Receiver of the undertakings, property and assets of the Debtors, and not in its personal capacity.

Per; _____

Name:

Title:

SCHEDULE "B"

PROPERTY

See attached Certificate of Title.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 830 981 0915321;61 181 010 867 +33

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0915321
UNIT 61
AND 136 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;4;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 121 068 896

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION
181 010 867	15/01/2018	PLAN	CORRECTION		

OWNERS
CHRIS MUSAH PROFESSIONAL CORPORATION.
OF 2630 EVERCREEK BLUFFS WAY SW
CALGARY
ALBERTA T2Y 4V7

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION	DATE (D/M/Y)	PARTICULARS
861 205 323	11/12/1986	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:8611330
071 476 257	24/09/2007	CAVEAT RE : RESTRICTIVE COVENANT
091 088 418	02/04/2009	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION. AS TO PORTION OR PLAN:0911884

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

181 010 867 +33

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

THAT PORTION SHOWN AS R/W "B"

091 368 708 07/12/2009 CAVEAT
RE : RESTRICTIVE COVENANT

091 374 432 10/12/2009 RESTRICTIVE COVENANT

091 374 433 10/12/2009 RESTRICTIVE COVENANT

121 068 949 22/03/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
865 HARRINGTON COURT
BURLINGTON
ONTARIO L7N3P3
ORIGINAL PRINCIPAL AMOUNT: \$302,400

151 229 224 04/09/2015 CAVEAT
RE : EASEMENT , ETC.

161 066 727 14/03/2016 EASEMENT
AS TO PORTION OR PLAN:0714133
OVER AND FOR BENEFIT OF -
SEE INSTRUMENT

181 149 367 13/07/2018 CERTIFICATE OF LIS PENDENS
BY - IRIS KHUMALO MUSAH
MATRIMONIAL PROPERTY ACT

211 055 541 16/03/2021 ORDER
IN FAVOUR OF - DELOITTE RESTRUCTURING INC.
3810, 888-3 ST SW
CALGARY
ALBERTA T2P5C5
RECEIVERSHIP ORDER

221 083 947 25/04/2022 TAX NOTIFICATION
BY - THE CITY OF CALGARY.
CREDIT & COLLECTIONS, IMC #8060
800 MACLEOD TRAIL S
CALGARY, ALBERTA
T2P2M5

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 012

(CONTINUED)

PENDING REGISTRATION QUEUE

PAGE 3

181 010 867 +33

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
D0032J3	08/04/2022	MILES DAVISON LLP 4032980396 CUSTOMER FILE NUMBER: 49700 DKJ	
001		CAVEAT	0915321;61
002		CAVEAT	0915321;61

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 2 DAY OF MAY, 2022 AT 11:36 A.M.

ORDER NUMBER: 44317427

CUSTOMER FILE NUMBER: 49073-9 kn



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

SCHEDULE "C"**Encumbrances**

REGISTRATION NUMBER	DATE	PARTICULARS
121 068 949	22/03/2012	MORTGAGE MORTGAGEE – BANK OF MONTREAL ORIGINAL PRINCIPAL AMOUNT: \$215,460
181 149 367	13/07/2018	CERTIFICATE OF LIS PENDENS BY – IRIS KHUMALO MUSAH MATRIMONIAL PROPERTY ACT
211 055 541	16/03/2021	ORDER IN FAVOUR OF – DELOITTE RESTRUCTURING INC.
221 083 947	25/04/2022	TAX NOTIFICATION BY — THE CITY OF CALGARY CREDIT & COLLECTIONS, IMC #8060
D0032J3	08/04/2022	MILES DAVISON LLP 4032980396 CUSTOMER FILE NUMBER: 49700 DKJ

SCHEDULE "D"**Permitted Encumbrances**

REGISTRATION NUMBER	DATE	PARTICULARS
861 205 323	11/12/1986	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY AS TO PORTION OR PLAN:8611330
071 476 257	24/09/2007	CAVEAT RE: RESTRICTIVE COVENANT
091 088 418	02/04/2009	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION AS TO PORTION OR PLAN:0911884 THAT PORTION SHOWN AS R/W "B"
091 368 708	07/12/2009	CAVEAT RE : RESTRICTIVE COVENANT
091 374 432	10/12/2009	RESTRICTIVE COVENANT
091 374 433	10/12/2009	RESTRICTIVE COVENANT
151 229 224	04/09/2015	CAVEAT RE: EASEMENT , ETC.
161 066 727	14/03/2016	EASEMENT AS TO PORTION OR PLAN:0714133 OVER AND FOR BENEFIT OF – SEE INSTRUMENT

SCHEDULE "C"

DR COURT FILE NO.: 2101-01130
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF BANK OF MONTREAL

Clerk's Stamp

DEFENDANTS EAGLESMED GROUP INC., CHRIS MUSAH PROFESSIONAL CORPORATION, CHRISTOPHER MUSAH, ALSO KNOWN AS CHRIS MUSAH, CHARLES FRANKLIN JOHNSON PROFESSIONAL CORPORATION, CHARLES FRANKLIN JOHNSON, YETUNDE KASUMU MEDICAL PROFESSIONAL CORPORATION and YETUNDE KASUMU

DOCUMENT **SEALING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5
Telephone: (403) 351-2920
Facsimile: (403) 648-1151
Email: joliver@cassels.com / kdavis@cassels.com
File No.: 49073-9

Attention: Jeffrey Oliver / Kara N. Davis

DATE ON WHICH ORDER WAS PRONOUNCED: Thursday, May 12, 2022

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice B.E.C. Romaine

UPON THE APPLICATION OF Deloitte Restructuring Inc. in its capacity as the court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**") for an order, *inter alia*, authorizing the Receiver to enter into asset purchase agreement (the "**APA**") between the Receiver and Ashley Young (the "**Purchaser**"), dated March 17, 2022; **AND UPON HAVING READ** the Third Report of the Receiver, dated May 3, 2022 (the "**Third Report**"), the Confidential Supplement to the Third Report dated May 3, 2022 (the "**Confidential Supplement**") and the Affidavit of Service of Richard Kay, sworn May [●], 2022; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of this application (the "**Application**") and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

Sealing Order

2. The Confidential Supplement shall be sealed on the Court file, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, Alta Reg 124/2010.
3. The Confidential Supplement shall be sealed and kept confidential, to be shown only to a Justice of the Court of Queen's Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED IN COURT FILE NO. 2101-01130. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE B.E.C. ROMAINE ON MAY 12, 2022.

4. The Confidential Supplement shall remain sealed until the earlier of: (i) the filing of Receiver's certificate confirming that the transaction contemplated by the APA has been completed to the satisfaction of the Receiver; (ii) the discharge of the Receiver; or (iii) further Order of this Honourable Court.
5. The Receiver is empowered and authorized, but not directed, to provide the Confidential Supplement (or any portion thereof, or information contained therein) to any interested party, entity or person that the Receiver considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Receiver.
6. Any party may apply to set aside paragraph 3 of this order upon providing the Receiver and all other interested parties with 5 days notice of such application.
7. Service of this Order shall be deemed good and sufficient by serving same on the persons listed on the service list in these proceedings and by posting a copy of it on the Receiver's website at: www.insolvencies.deloitte.ca/en-ca/Eaglesmed.
8. Service of this Order on any party not listed on the service list for this Application is hereby dispensed with.

J.C.Q.B.A