

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 3<sup>rd</sup> 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: Tuesday, June 28, 2022

Time: 3:00PM

Where: Calgary Courts Centre (via WebEx)

Before Whom: The Honourable Mr. Justice D.B. Nixon

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 Fourth Report of the Receiver dated June 20, 2022 (the "**Fourth 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 Fourth Report, dated June 20, 2022 (the "**Confidential Supplement**");
    - (iii) approving the Receiver's interim statement of receipts and disbursements for the period ending June 17, 2022; and
    - (iv) approving the fees and disbursements of the Receiver and its legal counsel, Cassels Brock & Blackwell LLP ("**Cassels**"), for the period of April 26, 2022 to May 18, 2022 and February 1, 2022 to May 31, 2022, respectively;
  - (b) an order substantially in the form of Schedule "B" hereto:
    - (i) if necessary, abridging the time for service of this Application and Fourth Report and declaring service to be good and sufficient; and
    - (ii) approving an asset purchase agreement (the "**APA**") between the Receiver and Simeon Joannes Dewit (the "**Purchaser**") dated June 15, 2022 on terms that are substantially similar to the redacted form attached as Appendix "D" to the Fourth 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 the Bank of Montreal ("**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.
7. On May 12, 2022, this Honourable Court granted orders, among other things, approving the sale of Unit 702 (as defined in the Third Report of the Receiver dated May 3, 2022); approving the Receiver's accounts for fees and disbursements for the period of February 1, 2022 to April 25, 2022; and approving the payment of the outstanding costs of administration from the proceeds of the sale of Unit 703.

Approval of the APA

8. The Receiver has received one (1) offer to purchase the Property, the details of which are set out in the Fourth Report and Confidential Supplement. The Receiver has since entered into the APA with the Purchaser.
9. 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 \$25,000 to the realtor, RE/MAX;
  - (c) the sale is set to close on August 2, 2022; and
  - (d) the sale is subject to Court approval.
10. 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 thirteen (13) 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 anticipated to be remaining at the hearing of the within application 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 Fourth 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.

11. 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 APA contains commercially reasonable terms; and
  - (c) the sale will maximize the available recovery for the receivership estate.

#### Sealing Order

12. The Receiver seeks an Order directing the sealing of the Confidential Supplement (the “**Sealing Order**”).
13. 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.
14. 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

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

#### Approval of Professional Fees

17. The accounts of the Receiver for the period of February 12, 2021 to April 25, 2022 were previously approved by this Honourable Court.
18. The accounts of the Receiver for the period commencing April 26, 2022 to May 18, 2022, total approximately \$21,700, exclusive of GST.
19. The accounts of counsel to the Receiver for the period of February 12, 2021 to January 31, 2022 were previously approved by this Honourable Court. The approval of the accounts of counsel to

the Receiver for the period of February 1, 2022 to April 30, 2022, which totalled approximately \$45,000 was previously adjourned *sine die*.

20. The accounts of counsel to the Receiver for the period commencing May 1 to May 31, 2022 total approximately \$16,600, exclusive of GST.
21. 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.

**Material or evidence to be relied on:**

22. 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 April 27, 2021;
  - (d) Order Amending Receivership Order pronounced by the Honourable Justice L.B. Ho and filed 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 May 4, 2021;
  - (g) Sealing Order, pronounced by the Honourable Justice L.B. Ho and filed May 4, 2021;
  - (h) Second Report of the Receiver, dated February 7, 2022, filed February 8, 2022;
  - (i) Confidential Supplement to the Second Report of the Receiver, dated February 7, 2022, filed February 8, 2022;
  - (j) Order Approving Actions of Receiver, etc. pronounced by the Honourable Justice K.M. Horner on February 16, 2022 and filed February 17, 2022;

- (k) Approval and Vesting Order, pronounced by the Honourable Justice K.M. Horner on February 16, 2022 and filed June 16, 2022;
- (l) Sealing Order, pronounced by the Honourable Justice K.M. Horner on February 16, 2022 and filed on February 17, 2022;
- (m) Third Report of the Receiver dated May 3, 2022, filed on May 4, 2022;
- (n) Confidential Supplement to the Third Report of the Receiver dated May 3, 2022, filed on May 4, 2022;
- (o) Order Approving Actions of Receiver, etc. pronounced by the Honourable Justice B.E.C. Romaine and filed on May 13, 2022;
- (p) Approval and Vesting Order, pronounced by the Honourable Justice B.E.C. Romaine pronounced on May 12, 2022 and filed June 16, 2022;
- (q) Sealing Order, pronounced by the Honourable Justice B.E.C. Romaine on May 12, 2022 and filed June 16, 2022;
- (r) Fourth Report of the Receiver dated June 20, 2022, filed herewith;
- (s) Confidential Supplement to the Fourth Report of the Receiver dated June 20, 2022, filed herewith;
- (t) Affidavit of Service, to be sworn and filed; and
- (u) such further and other materials as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

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

**Applicable Acts and regulations:**

- 25. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
- 26. *Judicature Act*, RSA 2000, c J-2, as amended, and in particular section 13(2) thereof;
- 27. *Personal Property Security Act*, RSA 2000, c P-7;

28. *Land Titles Act*, RSA 2000, c L-4; and

29. 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:**

30. None.

**How the application is proposed to be heard or considered:**

31. 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.

**SCHEDULE "A"**

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

Clerk's Stamp

DEFENDANT 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 **ORDER APPROVING ACTIONS OF RECEIVER, PROFESSIONAL FEES ETC.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
888 3<sup>rd</sup> 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: Tuesday, June 28, 2022**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, AB**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice D.B. Nixon**

**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, among other things, (i) approving the conduct and activities of the Receiver; (ii) approving the Receiver's interim statements of receipts and disbursements; and (iii) approving the professional fees and disbursements of the Receiver and its legal counsel; **AND UPON HAVING READ** the Receivership Order dated February 12, 2021, as amended pursuant to an Order Amending Receivership Order dated May 4, 2021 (as amended, the "**Receivership Order**"), the Fourth Report of the Receiver dated June 20, 2022 (the "**Fourth Report**"), the Confidential Supplement to the Fourth Report dated June 20, 2022 (the "**Confidential Supplement**") and the Affidavit of Service of [●], sworn June [●], 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 Fourth 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 April 26, 2022 to May 18 2022, as set out in the Fourth Report are hereby approved without the necessity of a formal assessment of its accounts.
4. The accounts for fees and disbursements of the Receiver’s counsel, Cassels Brock & Blackwell LLP, for the period of February 1, 2022 to May 31, 2022, as set out in the Fourth Report are hereby approved without the necessity of a formal assessment of its accounts.

Actions of the Receiver

5. The Receiver’s conduct and activities as set out in the Fourth Report and Confidential Supplement are hereby ratified and approved.
6. The Receiver’s statement of receipts and disbursements for the period ending June 17, 2022, attached as Appendix “G” to the Fourth Report, is hereby ratified and approved.

Service

7. Service of this Order shall be deemed good and sufficient by serving same on the persons and by the method 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](http://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

**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 3<sup>rd</sup> 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: Tuesday, June 28, 2022**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice D.B. Nixon**

**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 Chris Musah Professional Corporation (the "**Debtor**"), among others, for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Simeon Joannes Dewit (the "**Purchaser**") dated June 15, 2022 and appended to the Fourth Report of the Receiver dated June 20, 2022 (the "**Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

**AND UPON HAVING READ** the Receivership Order dated February 12, 2021 (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions

of counsel for the Receiver, the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

**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 Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets 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 Debtor's right, title and interest in and to the Purchased Assets 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;
  - (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, caveats,

interests, easements, and restrictive covenants listed in **Schedule “D”** (collectively, **“Permitted Encumbrances”**)),

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets 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 Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
- (a) the Registrar of Land Titles (**“Land Titles Registrar”**) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel existing Certificates of Title No. 142 295 321 for those lands and premises municipally described as 16 Cutbank Close, Rural Red Deer County, AB, T0M 1S0, and legally described as:
- PLAN 1860TR  
BLOCK A  
LOT 16  
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, Simeon Joannes Dewit;
- (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule “D”**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule “D”**; 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 Sale Agreement against the existing Certificate of Title to the Lands;

- (b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) 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 Debtor in any of the Purchased Assets 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 Sale Agreement. 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 Purchased Assets 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 Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
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 elapsed. 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 Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets 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 Purchased Assets and may be asserted against the net proceeds from 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. 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 Purchased Assets 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 Sale Agreement 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 Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, 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 Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, 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 Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted 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 Debtor, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtor; and
  - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets 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 Debtor and shall not be void or voidable by creditors of the Debtor, 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](http://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	<b>RECEIVER'S CERTIFICATE</b>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3810, Bankers Hall West 888 3 <sup>rd</sup> 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**

**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 Chris Musah Professional Corporation (the "**Debtor**"), among others.
- B. Pursuant to an Order of the Court dated June 28, 2022, the Court approved the agreement of purchase and sale made as of June 15, 2022 (the "**Sale Agreement**") between the Receiver and Simeon Joannes Dewit (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 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, capitalized terms have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser (or its nominee) 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 (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver on [●], 2022

**Deloitte Restructuring Inc., in its capacity as Receiver of the undertakings, property and assets of Chris Musah Professional Corporation, and not in its personal capacity.**

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

**Name:**

**Title:**

**Schedule "B"**

**Purchased Assets**

See attached certificate of title.



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0015 329 246            1860TR;A;16                      142 295 321

LEGAL DESCRIPTION  
PLAN 1860TR  
BLOCK A  
LOT 16  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 4;24;36;6;NE  
  
MUNICIPALITY: RED DEER COUNTY  
  
REFERENCE NUMBER: 072 407 795

---

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 295 321	08/09/2014	TRANSFER OF LAND	\$840,500	CASH & MORTGAGE

---

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

---

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
962 238 173	04/09/1996	UTILITY RIGHT OF WAY GRANTEE - CROSSROADS GAS CO-OP LTD.
142 295 322	08/09/2014	MORTGAGE MORTGAGEE - BANK OF MONTREAL. MORTGAGE SERVICE CENTRE 865 HARRINGTON COURT BURLINGTON ONTARIO L7N3P3

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 142 295 321

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

ORIGINAL PRINCIPAL AMOUNT: \$622,400

182 170 839    13/07/2018    CERTIFICATE OF LIS PENDENS  
BY - IRIS KHUMALO MUSAH  
MATRIMONIAL PROPERTY ACT

212 063 395    16/03/2021    ORDER  
IN FAVOUR OF - DELOITTE RESTRUCTURING INC.  
3810, 888-3 ST SW  
CALGARY  
ALBERTA T2P5C5  
RECEIVERSHIP ORDER

TOTAL INSTRUMENTS: 004

-----  
PENDING REGISTRATION QUEUE

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	1860TR;A;16
002		CAVEAT	1860TR;A;16

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 20 DAY OF JUNE,  
2022 AT 12:10 P.M.

ORDER NUMBER:    44752401

CUSTOMER FILE NUMBER:    49073-9 kn



\*END OF CERTIFICATE\*

( CONTINUED )

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**

<b>REGISTRATION NUMBER</b>	<b>DATE</b>	<b>PARTICULARS</b>
142 295 322	08/09/2014	MORTGAGE MORTGAGEE - BANK OF MONTREAL
182 170 839	13/07/2018	CERTIFICATE OF LIS PENDENS BY - IRIS KHUMALO MUSAH MATRIMONIAL PROPERTY ACT
212 063 395	16/03/2021	ORDER IN FAVOUR OF - DELOITTE RESTRUCTURING INC.
D0032J3 (Pending Registration Number)	08/04/2022	MILES DAVISON LLP 4032980396 CUSTOMER FILE NUMBER: 49700 DKJ

**Schedule "D"****Permitted Encumbrances**

<b>REGISTRATION NUMBER</b>	<b>DATE</b>	<b>PARTICULARS</b>
962 238 173	04/09/1996	UTILITY RIGHT OF WAY GRANTEE – CROSSROADS GAS CO-OP LTD.

**SCHEDULE "C"**

DR COURT FILE NO.: 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 **SEALING ORDER**

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

**Attention: Jeffrey Oliver / Kara N. Davis**

**DATE ON WHICH ORDER WAS PRONOUNCED: Tuesday, June 28, 2022**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice D.B. Nixon**

**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 Simeon Joannes Dewit (the "**Purchaser**"), dated June 15, 2022; **AND UPON HAVING READ** the Fourth Report of the Receiver dated June 20, 2022 (the "**Fourth Report**"), the Confidential Supplement to the Fourth Report dated June 20, 2022 (the "**Confidential Supplement**") and the Affidavit of Service of [●], sworn June [●], 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 MR. JUSTICE D.B. NIXON ON JUNE 28, 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 and method 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](http://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