



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 **FIRST REPORT OF THE COURT APPOINTED RECEIVER OF EAGLESMED GROUP INC., AND CHRIS MUSAH PROFESSIONAL CORPORATION.**

DATED APRIL 26, 2021

PREPARED BY DELOITTE RESTRUCTURING INC.

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Counsel

Cassels Brock & Blackwell LLP
Suite 3810 Bankers Hall West
888 – 3 Street SW
Calgary, Alberta, T2P 5C5

Attention: Danielle Marechal

Telephone/Facsimile: 403-351-2922
Email: dmarechal@cassels.com

File No.: 49073-9

Receiver

Deloitte Restructuring Inc.
700, 850 – 2nd Street SW
Calgary, AB T2P 0R8

Attention: Ryan Adlington/Naomi McGregor

Telephone/Facsimile: 403-261-8135/ 403-718-3681
Email: radlington@deloitte.ca

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Introduction and background

1. Pursuant an Order of the Court of Queen's Bench of Alberta (the "**Receivership Order**") pronounced on the 12th day of February, 2021 (the "**Date of Receivership**"), Deloitte Restructuring Inc. ("**Deloitte**"), was appointed as receiver and manager (the "**Receiver**") of all current and future assets, undertakings, and properties of every nature and kind whatsoever and where ever situated (the "**Property**") of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**") (collectively the "**Debtors**"), including all proceeds thereof. A copy of the Receivership Order is attached hereto as **Appendix "A"**.
2. Eaglesmed is a private corporation incorporated in the province of Alberta on December 14, 2009. The sole director of Eaglesmed is Dr. Chris Musah and the voting shareholders of Eaglesmed are: Dr. Musah (76%), Yetunde Kasumu (19%), and Charles Franklin Johnson Professional Corporation ("**CFJPC**") (5%). The Receiver understands that Yetunde Kasumu and CFJPC are no longer involved in the operations of Eaglesmed. Eaglesmed operated as a comprehensive medical facility located at the leased premises municipally described as 215 - 12445 Lake Fraser Drive SE, Calgary, AB (the "**Leased Premises**"). Eaglesmed ceased operations prior to the Date of Receivership.
3. CMPC is a medical professional corporation incorporated in the Province of Alberta on October 26, 2005. The sole director and voting shareholder of CMPC is Dr. Musah. CMPC is a holding company for revenues earned by Dr. Musah and is the legal owner of five (5) investment properties, discussed in further detail later in this first report (the "**First Report**").
4. The Debtors primary secured lender is the Bank of Montreal ("**BMO**"), which was owed approximately \$2.5 million from the Debtors ("**BMO Indebtedness**") as at the Date of Receivership. BMO holds security over all of the Debtors' present and after acquired personal property (the "**BMO GSAs**") and has registered mortgages (the "**BMO Mortgages**" and together with the BMO GSAs, the "**BMO Security**") against all of the Canadian Properties (as defined below).
5. On July 16, 2020, BMO sent letters to the Debtors (the "**Demand Letters**") providing notice that they were in default of their obligations pursuant to various loan agreements, as amended, demanding repayment of the loans advanced thereunder, and issuing a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"). Subsequently, BMO provided the Debtors various opportunities to rectify the outstanding deficiencies on their loans, which the Debtors were ultimately unable to do.
6. Over the post-demand period, BMO worked with the Debtors to arrange a forbearance agreement; however, this was rejected by the guarantors of the BMO Indebtedness and was never completed. Accordingly, on February 1, 2021, BMO filed and served an application for appointment of a Receiver over the Debtors.
7. The Receivership Order, together with related Court documents, the Notice to Creditors and First Report have been posted on the Receiver's website (the "**Receiver's Website**") at www.insolvencies.deloitte.ca/en-ca/Eaglesmed.
8. Unless otherwise provided, all other capitalized terms not defined in this First Report are as defined in the Receivership Order.
9. This First Report should be read in conjunction with the Confidential Supplement to the First Report dated April 26, 2021 (the "**Confidential Supplement**").

Purpose

10. The purpose of this First Report is to:

- a) Provide the Court with additional information in respect of the Debtors' Property;
- b) Provide an update on the administration of the receivership since the Date of Receivership;
- c) Provide the Court with detailed information regarding the Eaglesmed asset realization process;
- d) Provide the Court with detailed information regarding the proposed Marketing and Sale Process (defined later in this First Report); and
- e) Respectfully recommend that this Honourable Court make orders:
 - i. Approving the activities of the Receiver as described in this First Report and Confidential Supplement, including, without limitation, the steps taken by the Receiver pursuant to the Receivership Order;
 - ii. Approving the asset purchase agreement dated April 16, 2021 (the "**APA**") between the Receiver and Ayman Tadros Professional Corporation ("**ATPC**"), together with any amendments thereto, and authorizing the Receiver to complete the transaction contemplated in the APA and vesting the right, title and interest of the Debtors in and to the Purchased Assets (as defined in the APA) in ATPC free and clear of all claims and encumbrances. A redacted copy of the APA is attached as **Appendix "B"** to this First Report and an unredacted copy of the APA is attached as **Appendix "B"** to the Confidential Supplement;
 - iii. Approving the Marketing and Sale Process proposed by the Receiver in respect of the Canadian Properties, and authorizing the Receiver to take all steps and actions reasonably necessary to implement, conduct and carry-out the Marketing and Sale Process, notwithstanding the Alleged Trust Claim (as defined below);
 - iv. Amend the Receivership Order to expressly include the Lands in the definition of "Property" in the Receivership Order;
 - v. Sealing the Confidential Report until the earlier of: (i) the closing of the transaction contemplated under the APA and the closing of the sale of the Canadian Properties; (ii) the discharge of the Receiver; and (iii) further Order of this Honorable Court.
 - vi. Directing Dr. Musah to provide the Missing Information (as defined herein); and
 - vii. Providing such further or other relief that the Court considers just and warranted in the circumstances.

Terms of reference

11. In preparing this First Report, the Receiver has relied upon unaudited financial information prepared by the Debtors' management ("**Management**"), the Debtors' books and records, and discussions with Management. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the information. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.

12. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of the First Report. Any use, which any party makes of the First Report, or any reliance or decision to be made based on the First Report, is the sole responsibility of such party.
13. All dollar amounts in this First Report are in Canadian dollars, unless otherwise indicated.

Receiver's Activities

14. The Receiver has undertaken and performed the following activities since the Date of Receivership:
 - a) Arranged access to the Leased Premises with Colliers Canada ("**Colliers**"), a representative of the landlord;
 - b) Attended the Leased Premises on February 12, 2021 to take possession, secure and inventory the assets, and post notices of the receivership proceedings;
 - c) Secured the physical and electronic books and records of the Debtors;
 - d) Terminated all employees effective February 12, 2021 in accordance with paragraph 14 of the Receivership Order;
 - e) Coordinated final payroll calculations up to the Date of Receivership and the delivery of records of employment and T4 slips for the purposes of administering amounts due to employees under the *Wage Earner Protection Program Act* ("**WEPPA**");
 - f) Arranged to maintain existing insurance coverage over the Debtors' assets and had the Receiver added as a loss payee on the existing insurance policies of the Debtors. The insurance provider subsequently advised the Receiver that current coverage would not be renewed upon the May 23, 2021 expiry of the policies. Accordingly, the Receiver is arranging for replacement insurance.
 - g) Arranged for continued service from critical utilities and vendors, and electronic medical records system providers;
 - h) Informed the College of Physicians & Surgeons of Alberta ("**CPSA**") and Alberta Health Services ("**AHS**") of the receivership proceedings and held discussions with respect to the handling and care of patient records, specifically the appointment of a custodian of patient records pursuant to the Alberta Health Information Act;
 - i) Informed the electronic medical records service provider, QHR Technologies, of the receivership proceedings and arranged for all patient records transferred to the appropriate custodian;
 - j) Engaged a qualified pharmacist to remove and dispose of all medications and prescription drugs found in the Leased Premises;
 - k) Issued a statutory Notice and Statement of the Receiver to all known creditors of the Debtors (the "**Notice to Creditors**") pursuant to subsections 245(1) and 246(1) of the BIA. A copy of the Notice to Creditors is attached hereto as **Appendix "C"**;
 - l) Informed the Canada Revenue Agency ("**CRA**") of the receivership and requested new tax accounts be established for the post-receivership period;
 - m) Requested a pre-receivership audit be conducted on the Debtors' Goods and Services Tax ("**GST**") and payroll accounts by CRA;

- n) Informed the Worker's Compensation Board of Alberta ("**WCB**") of the receivership. WCB advised the Receiver that the Debtors do not hold any WCB accounts;
- o) Notified the Debtors' various banks of the receivership, and provided instructions to freeze all accounts;
- p) Opened new trust accounts in the name of the receivership estate to facilitate future receipts and disbursements;
- q) Informed Royal LePage Valley Realty ("**Royal LePage**"), the realtor of 13801 – 92 Street, Peace River, AB who was previously engaged by CMPC, of the receivership proceedings;
- r) Informed the tenants of units 702 and 703, 10 Shawnee Hill SW, Calgary, AB (collectively the "**Rental Properties**") of the receivership proceedings and arranged for all future rental payments to be provided directly to the Receiver;
- s) Attended 16 Cutbank Close, Pine Lake, AB on March 19, 2021 to take possession, secure and inventory the assets, and change the locks;
- t) Attempted to locate certain missing assets (discussed in more detail below);
- u) Contacted the lessors of the leased assets with registrations in the Alberta Personal Property Registry and obtained pay-out statements;
- v) Corresponded with Cassels, Brock & Blackwell LLP ("**Cassels**"), the Receiver's independent legal counsel, on various legal matters relating to the receivership including an independent review of the validity and enforceability of BMO's Security in the normal course;
- w) Corresponded with creditors, employees, and other stakeholders;
- x) Prepared, reviewed, and finalized this First Report; and
- y) Addressed additional matters of both a general and specific nature as they arose from time to time.

Operations

15. As previously noted, Eaglesmed ceased operations prior to the Date of Receivership, as a result of (among other things) the landlord terminating Eaglesmed's occupation rights in and to the Leased Premises. The Receiver understands that prior to the Date of Receivership, only one (1) physician, Dr. Musah was operating out of Eaglesmed; however, Dr. Musah had been out of country for an extended period of time.

Books and Records

16. The books and records of the Debtors were located at the Leased Premises and at the office of Balanced Bookkeeping & Accounting Services Ltd. ("**BBAS**"). BBAS maintained the Debtors' accounting records. Based on information made available to the Receiver, the last month end completed by BBAS for Eaglesmed and CMPC was as at September 30, 2020 and July 31, 2020, respectively. The accounting records from October 1, 2020 (Eaglesmed) and August 1, 2020 (CMPC) to the Date of Receivership appear to be incomplete and therefore cannot be relied upon.
17. Dr. Musah, the director of the Debtors, advised he was out of country and was not able to meet the Receiver on February 12, 2021. The Receiver issued a detailed information request to Dr. Musah via email on February 16, 2021 and has requested his response on multiple occasions.

18. We understand from prior communications with Dr. Musah, that he returned to Canada on or about February 20, 2021 and that his 14-day quarantine period with respect to the COVID-19 pandemic, expired on March 7, 2021. On March 8, 2021 Cassels requested all outstanding information be provided to the Receiver by March 12, 2021. As at the date of this First Report, information with respect to the Missing Assets and investment property located in Benin, West Africa (discussed later in this First Report) remains outstanding.

Primary Assets

Cash in Bank

19. The Debtors' operating bank accounts were held at BMO, The Toronto-Dominion Bank ("**TD Bank**"), Royal Bank of Canada ("**RBC**"), and HSBC Canada ("**HSBC**"). The Receiver froze all accounts on February 19, 2021. The balance of funds was transferred to the Receiver.

Property, plant, and equipment

20. Eaglesmed's primary assets are medical equipment, computer equipment, and all furniture and fixtures within the Leased Premises (collectively, the "**Eaglesmed Assets**").
21. Following its appointment, the Receiver completed an inventory count of the contents of the Leased Premises. The Receiver understands that some of the Eaglesmed Assets were removed from the Leased Premises just prior to the Date of Receivership (the "**Missing Assets**"). The Receiver has been unable to confirm the quantum and value of the Missing Assets, despite multiple requests for the same, as discussed later in this First Report.
22. Only two (2) assets have been conclusively identified as being leased from a third party, as discussed later in this First Report.
23. One asset, a liquid nitrogen tank, may be leased from a third party. However, no registration has been made in the Alberta Personal Property Registry in relation to the liquid nitrogen tank and the Receiver has not received a response from the potential lessor regarding the status of the asset or whether it is subject to a lease agreement. The liquid nitrogen tank has been included as a Purchased Asset in the APA. The Receiver is proposing to address any potential lease claims with respect to the liquid nitrogen tank, if and when such claims arise.

Appraisal

24. The Receiver engaged GD Auctions to complete an appraisal of all equipment remaining on the Leased Premises (the "**GD Appraisal**"). The GD Appraisal dated March 12, 2021, is based on an asset inspection executed on March 8, 2021 at the Leased Premises. The GD Appraisal is appended as **Appendix "A"** to the Confidential Supplement and is more fully discussed therein.

Real property

25. As noted previously, the primary assets of CMPC are the following five (5) investment properties:
- a) Unit 702, 10 Shawnee Hill SW, Calgary, AB (legal land description Condominium Plan 0914321/Unit 61) ("**Unit 702**") is a vacant rental property;
 - b) Unit 703, 10 Shawnee Hill SW, Calgary, AB (legal land description Condominium Plan 0914321/Unit 62) ("**Unit 703**") is a rental property with a residential tenancy agreement currently in place, expiring on September 30, 2021 (the "**Rental Agreement**");

- c) 16 Cutbank Close, Pine Lake, AB (legal land description Plan 1860TR; Block A; Lot 16) (the "**Pine Lake Property**") is a vacant vacation property;
- d) 13801 – 92 Street, Peace River, AB (legal land description Plan 0720442; Block 3; Lot 19) (the "**Peace River Property**") is a bare plot of land listed for sale with Royal LePage prior to the Date of Receivership; and
- e) An investment property located in Benin, Africa with a net book value of approximately \$2.9 million as at July 31, 2020 (the "**Benin Property**"). The books and records of CMPC refer to the Benin Property being located in South Africa; however, the Receiver has not been able to confirm the physical location of the Benin Property as at the date of this First Report. As discussed below, the Debtors have not provided the Receiver with any information with respect to the Benin Property, despite multiple requests.

Primary Liabilities

Summary of Primary Liabilities	Ref.	Eaglesmed	CMPC	Total
Secured creditors				
Bank of Montreal	#26	1,063,756	1,438,004	2,501,760
RCAP Leasing Inc.	#34	46,123	N/A	46,123
CWB National Leasing Inc.	#35	27,619	N/A	27,619
Iris Khumalo Musah		N/A	Unknown	-
Unsecured creditors				
Unsecured trade creditor	#39	Unknown	Unknown	Unknown
		1,137,498	1,438,004	2,575,502

- 26. As previously noted, BMO is the primary secured creditor of the Debtors and is owed approximately \$2.5 million as at the Date of Receivership. As noted in the table above, of the \$2.5 million owing by the Debtors, approximately \$1.06 million is owing by Eaglesmed (the "**Eaglesmed Indebtedness**") and approximately \$1.4 million is owing by CMPC (the "**CMPC Indebtedness**").
- 27. The Eaglesmed Indebtedness is secured by a general security agreement and guaranteed by CMPC, Yetunde Kasumu Medical Professional Corporation and CFJPC, each in the limited sum of \$2.35 million as well as by Charles F. Johnson, Dr. Musah and Yetunde Kasumu, each in the limited sum of \$1.175 million.
- 28. The CMPC Indebtedness is secured by a security agreement and the BMO Mortgages and guaranteed by Dr. Musah in the limited amount of \$2.181 million.
- 29. On April 19, 2021, the Receiver performed searches of the Alberta Land Titles Registry for the four (4) properties located in Canada (collectively the "**Canadian Properties**"), which showed the following financial encumbrances registered against title:
 - a) The Land Title Certificate with respect to Unit 702, attached hereto as **Appendix "D"**:
 - i. BMO registered a mortgage dated March 22, 2012 in the original principal amount of \$302,400; and
 - ii. Iris Khumalo Musah registered a certificate of Lis Pendens pursuant to the Matrimonial Property Act on July 13, 2018.
 - b) The Land Title Certificate with respect to Unit 703, attached hereto as **Appendix "E"**:
 - i. BMO registered a mortgage dated March 22, 2012 in the original principal amount of \$215,460; and

- ii. Iris Khumalo Musah registered a certificate of Lis Pendens pursuant to the Matrimonial Property Act on July 13, 2018.
 - c) The Land Title Certificate with respect to the Pine Lake Property, attached hereto as **Appendix "F"**:
 - i. BMO registered a mortgage dated September 8, 2014 in the original principal amount of \$622,400; and
 - ii. Iris Khumalo Musah registered a certificate of Lis Pendens pursuant to the Matrimonial Property Act on July 13, 2018.
 - d) The Land Title Certificate with respect to the Peace River Property, attached hereto as **Appendix "G"**:
 - i. BMO registered a mortgage dated September 3, 2008 in the original principal amount of \$100,000.
30. The Receivership Order was also registered against title to all the Canadian Properties on March 16, 2021.
31. The Receiver also conducted Alberta Personal Property Registry searches of Eaglesmed and CMPC, which are attached hereto as **Appendix "H"** and **Appendix "I"**, respectively. The searches show various registrations on behalf of the following four (4) creditors; (i) BMO, (ii) CWB National Leasing Inc. ("**CWB**"), (iii) RCAP Leasing Inc. ("**RCAP**"), and (iv) 10460010 Canada Inc. ("**104**").
32. The Receiver's legal counsel conducted an independent review of the validity and enforceability of the BMO Security. Subject to the standard assumptions and qualifications, Receiver's counsel has advised the following:
- a) BMO holds a valid and enforceable security interest in and to all of the personal property of Eaglesmed and CMPC defined as "Collateral" in the BMO GSAs to which the *Personal Property Security Act* (Alberta) applies, which security interest has been properly perfected in Alberta; and
 - b) the BMO Mortgages held by BMO and registered against title the Canadian Properties create first in time financial charges in favour of BMO with respect to those properties.
33. In addition to performing a security review, Cassels reviewed copies of the lease agreements provided by each of RCAP and CWB. Based on Cassels' review of the lease agreements, it is the Receiver's preliminary view that: (i) the RCAP lease constitutes a true lease; and (ii) the CWB lease constitutes a financing lease.
34. The equipment subject to the RCAP lease (the "**RCAP Equipment**") is not in the possession of the Receiver. The Debtors have since advised the Receiver that the RCAP Equipment was lost or stolen. The Receiver has advised RCAP that the RCAP Equipment is not in the Receiver's possession and that the Receiver is not asserting an interest in the RCAP Equipment.
35. The Receiver released the equipment subject to the CWB lease (the "**CWB Equipment**") to CWB. The CWB Equipment was not in the possession of the Receiver as at the Date of Receivership; however, the Debtors have since provided the Receiver and CWB with additional information with respect to the CWB Equipment including its whereabouts and estimated resale value. The Receiver understands that there is potential equity in the CWB Equipment. As such, the Receiver has requested that CWB provide a full accounting of the sale of the CWB Equipment and that any residual proceeds of sale from the sale of the CWB Equipment are to be provided to the Receiver in due course.
36. The Receiver understands that there are unremitted source deduction arrears owed by Eaglesmed to CRA in the amount of approximately \$47,000. There also appears to be outstanding GST amounts totalling approximately \$9,800 owed by the Debtors to CRA. CRA has not yet conducted its payroll and GST audit on the Debtors as at the date of the First Report and additional liabilities may be assessed. The Receiver has written to CRA to request that it consent to the Receiver's Borrowings and certain cooperating costs of the receivership to be paid in priority to any CRA deemed trust claims; there has been no response from CRA as at the date of this First Report.

37. As at the Date of Receivership, there were two (2) employee claims for outstanding vacation pay, severance and termination pay totalling approximately \$3,000. The claimants may be eligible for an advance under WEPPA, which may result in a potential priority claim by Service Canada against Eaglesmed of up to \$2,800.
38. The Receiver understands that property taxes owing to the City of Calgary, the County of Red Deer and the Town of Peace River total approximately \$4,400 at the Date of Receivership.
39. The Receiver has identified approximately 37 unsecured trade creditors with potential unsecured claims against the Debtors. The quantum of the unsecured claims is unknown at the date of this First Report as the books and records of the Debtors available to the Receiver do not include an accounts payable listing.
40. The Receiver anticipates that the Debtors' secured creditors will suffer shortfalls on recovery of amounts due and owing under the various loan agreements and that there will be no funds available for distribution to any unsecured creditors of the Debtors after settlement of the Receiver's Borrowings (as defined later in this First Report), CRA claims, and ongoing carrying costs of the Canadian Properties.

Bankruptcy Assignment

41. The Receiver anticipates that it will investigate certain reviewable transactions involving the Debtors. Based on a preliminary review of the Debtors books and records, it appears that a number of significant payments and transfers were made by the Debtors to related parties and offshore accounts (of approximately \$1.3 million) during the period preceding the Date of Receivership. Accordingly, the Receiver anticipates that, pursuant to paragraph 3(v) of the Receivership Order, a concurrent bankruptcy proceeding in respect of the Debtors may be required to allow access to the broad investigatory rights and remedies under the BIA to provide the Receiver/Trustee greater investigatory powers, provide the Receiver/Trustee access to the preference and transfer for undervalue provision of the BIA (to the extent these provisions might be helpful to the estate), and to facilitate the crystallization of claims.
42. In addition to the foregoing, the Receiver believes it is appropriate to assign the Debtors into bankruptcy for the following reasons:
 - a) paragraph 3(v) of the Receivership Order empowers and authorizes the Receiver to assign the Debtors into bankruptcy;
 - b) paragraph 29 of the Receivership Order provides that nothing in the Receivership Order shall prevent the Receiver from acting as the trustee in bankruptcy of the Debtor;
 - c) the Debtor is currently in receivership and is considered an insolvent person within the meaning of the BIA, and has failed to meet its obligations generally as they became due (in that it has failed to meet its obligations to Innovation and other creditors, and such obligations exceed \$1,000);
 - d) the Debtor is currently indebted to its creditors for an aggregate amount of approximately \$2.6 million comprising both secured and unsecured claims and the bankruptcy will facilitate the alignment and crystallization of priority and other creditor claims;
 - e) assigning the Debtors into bankruptcy will allow for an efficient and orderly wind-down of the estates; and
 - f) BMO supports the Receiver's intention to assign the Debtors into bankruptcy.
43. Deloitte is the Court-appointed Receiver of the Debtors and has been administering the receivership estate. In this role, Deloitte has been in consultation with various of the Debtors' creditors. Deloitte is knowledgeable with respect to the remaining Assets, properties, undertakings, and specific issues facing the Debtors and is well positioned to effectively assume the role as the licensed insolvency trustee for the Debtors' estate. Deloitte is not aware of any conflict to act as licensed insolvency trustee for the Debtors and is willing to act in such capacity. Furthermore, Cassels' legal opinion opines that BMO's security is valid

and enforceable, including as against a trustee in bankruptcy, and therefore Deloitte will not be conflicted in its dual capacity as Receiver and trustee of the bankruptcy estates.

Eaglesmed Asset Sale

44. As at the date of this First Report, the Receiver had received four (4) unsolicited expressions of interest to purchase some or all of the Eaglesmed Assets. These expressions of interest are summarized in more detail at paragraph 9 of the Confidential Supplement.
45. The Receiver advised all interested parties that in order for an unsolicited expression of interest to be considered by the Receiver, interested parties must submit an offer and the offer must be assessed by the Receiver as fair market value in the circumstances and must be commercially reasonable.
46. Ultimately, the Receiver only received one (1) bona fide *en bloc* offer, which was submitted to the Receiver by ATPC as further described in the Confidential Supplement. The Receiver and ATPC have since entered into the APA, which is attached in redacted form as **Appendix "B"** to this First Report and unredacted form as **Appendix "B"** to the Confidential Supplement.
47. The Receiver is of the view that the APA should be approved by this Honourable Court for the following reason:
 - a) The purchase price in the APA is consistent with the GD Appraisal. The Receiver discussed the ATPC offer with GD Auction and GD Auction advised that the ATPC offer and the purchase price under the APA are fair and reasonable in the circumstances;
 - b) The APA is an *en bloc* sale of all the Eaglesmed Assets. Other expressions of interest received by the Receiver were only for certain pieces of equipment (or for the business as a going concern, which was not feasible as operations ceased prior to the Date of Receivership). An *en bloc* offer is preferable as the Receiver would have to incur additional costs, time, and effort to move and store any unsold Eaglesmed Assets and to solicit offers for any unsold Eaglesmed Assets should a piecemeal sale be pursued;
 - c) The approval of the APA will limit the administrative costs and maximize recovery for creditors. The Receiver anticipates that if the APA is not approved, the Receiver will be required to incur costs to remove the assets from the Leased Premises and store these assets elsewhere while a formal sales process is initiated. This is in addition to the costs associated with running a formal sales process. Given the relatively small appraised value of the Eaglesmed Assets, it is the view of the Receiver that the cost associated with moving, storing, and selling the Eaglesmed Assets would quickly erode any additional value of the assets that might be available through a formal sales process, such as an auction process and will greatly reduce any recovery for creditors;
 - d) The current insurance provider does not wish to extend the insurance policy period beyond May 23, 2021. The Receiver would have to incur additional time and cost that would be borne by the receivership estate to locate a new insurance provider should the APA not proceed, or should an extended sales process be required;
 - e) The Eaglesmed Assets consist primarily of medical equipment and are therefore specialized in nature, which reduces the market for such assets;
 - f) There is no guarantee that a higher value would be obtained for the Eaglesmed Assets should an auction or other formal sales process be pursued. The unlikelihood of obtaining a higher net realization through an auction is exacerbated by the specialized nature of the equipment (being medical equipment and computers and electronics retrofitted specifically for medical functionalities) combined with the unprecedented market conditions due to the COVID-19 pandemic; and

- g) The Receiver is advised that BMO supports the APA.
48. Based on the Receiver's experience, the nature of the Eaglesmed Assets, and the expressions of interest received to date, the Receiver is of the view that the Receiver has made sufficient effort to get the best price for the Eaglesmed Assets in the circumstances, the APA contains commercially reasonable terms and will maximize the available recovery for the receivership estate. Additional reasons and support are included in the Confidential Supplement. Accordingly, the Receiver requests that this Honorable Court approve the APA for the reasons outlined herein and in the Confidential Supplement.

CMPC Marketing and Sales Process

49. Paragraph 3(l) of the Receivership Order permits the Receiver to market any or all of the Property of CMPC, 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.
50. In order to commence the marketing of the Canadian Properties, the Receiver solicited listing proposals from four (4) realty firms with expertise in the residential sector, Royal LePage Mission Realty ("**Royal LePage Mission**"), Houston Realty ("**Houston**"), REMAX ("**REMAX**"), and Royal LePage Valley Realty ("**Royal LePage Valley**").
51. The four (4) proposals were submitted by the potential listing agents to the Receiver the week of April 12, 2021. The Receiver subsequently provided both the proposals and a comparison of the proposals to BMO for review and discussion. Based on the Receiver's review of the four (4) proposals and discussion of same with BMO, REMAX was selected to be the listing agent for Unit 702, Unit 703, and Pine Lake Property and Royal LePage Valley was selected to continue being the listing agent for the Peace River Property, subject to the Receiver obtaining Court approval for the proposed marketing and sale of the Canadian Properties (the "**Marketing and Sale Process**"). The proposals submitted by the potential listing agents are summarized in more detail at paragraph 13 of the Confidential Supplement.
52. The Receiver is of the view that these four (4) proposals represent a sufficiently broad canvassing of potential listing agents based on the credentials and the reputations of the real estate firms selected, and BMO supported the Receiver's course of action.
53. The Receiver intends to enter into a listing agreement with REMAX to market Unit 702, Unit 703, and the Pine Lake Property (collectively, the "**REMAX Properties**") for sale. The Receiver has decided to pursue the proposal submitted by REMAX for the REMAX Properties as the REMAX proposal provides the most robust pricing outlook for these properties and REMAX has expertise in the marketing and sales of property of this nature, is well connected in the local residential market and is familiar with the REMAX Properties. The Receiver is of the view that REMAX is the most appropriate listing agent to market the REMAX Properties for sale. A copy of the proposed REMAX listing agreement is hereto as **Appendix "J"**.
54. As previously noted, the Peace River Property was listed with Royal LePage Valley prior to the Date of Receivership. The Receiver intends to enter into a new listing agreement with Royal LePage Valley to continue marketing the Peace River Property for sale. Royal LePage Valley has expertise in the marketing and sales of property of this nature, is well connected in the local residential market and is familiar with property. The Receiver is of the view that Royal LePage Valley is the most appropriate Listing Agent to market the Peace River Property for sale. A copy of the proposed Royal LePage Valley listing agreement is attached hereto as **Appendix "K"**.
55. The details of the proposed Marketing and Sale Process are as follows:
- a) The Marketing and Sale Process will commence forthwith after receipt of Court approval;
 - b) Based on the recommendations of REMAX and Royal LePage Valley (collectively the "**Listing Agents**"), the listing prices will be as follows:

Property	Listing Agent	List Price (\$)
#702, 10 Shawnee Hill SW	REMAX	359,900
#703, 10 Shawnee Hill SW	REMAX	249,900
16 Cutbank Close, Pine Lake	REMAX	775,000
13801 - 92 Street, Peace River	Royal LePage Valley	75,000
Total listing price		1,459,800

- c) The Listing Agents shall solicit potential purchasers by deploying various marketing tools including, but not limited to, an online listing of the Canadian Properties on REMAX's and Royal LePage Valley's commercial websites and MLS Residential listing website, posting the listings on the Listing Agents' in-house marketing database, creation and installation of a large sign for the property, and sending brochures to potential interested parties.
56. The marketing period for the Canadian Properties is unknown at this time and the listing timeframe may be impacted by the COVID-19 pandemic. The Receiver will enter into a listing agreement with the Listing Agents (subject to Court approval) to market the Canadian Properties for sale for an initial period of three (3) months with review/cancellation options available to the Receiver upon the expiry of the listing agreements.
57. The Receiver shall review any offers sourced by the Listing Agents once received. The Receiver will, upon accepting an offer, make an application to this Honourable Court for approval of the sale of the Canadian Properties and vesting the Canadian Properties in the name of the successful purchasers.

Alleged Trust Agreement – Canadian Properties

58. On March 26, 2021, former counsel to the Debtors provided Cassels with a Declaration of Bare Trust and Nominee Agreement dated September 10, 2015 (the "**Trust Agreement**"). A copy of this correspondence and Trust Agreement are attached as **Appendix "L"** to this First Report.
59. The Receiver understands that CMPC is asserting that the REMAX Properties are being held by CMPC as nominee, agent, and bare trustee for the sole benefit of Vanessa Osilamah Musah and Joshua Igenegba Musah (the "**Alleged Trust Claim**"). The Receiver understands that Vanessa Osilamah Musah and Joshua Igenegba Musah (collectively, the "**Beneficiaries**") are Dr. Musah's children.
60. Counsel to the Receiver has reviewed a copy of the Trust Agreement and has made the following preliminary determinations:
- The information and documents provided to date (*i.e.*, the March 26, 2021 correspondence and the Trust Agreement) are not sufficient to establish the Alleged Trust Claim;
 - CMPC remains the legal and registered owner of the REMAX Properties and the Trust Agreement has not been registered against title to the REMAX Properties; and
 - The Trust Agreement post-dates each of the BMO Mortgages, which BMO Mortgages have been registered against title to the REMAX Properties and represent a first in time financial charge against the REMAX Properties.
61. Even if the Alleged Trust Claim is ultimately established, the Receiver understands from its legal counsel that any such trust claim remains subject to the BMO Mortgages and that an unregistered interest cannot usurp a registered interest by virtue of the Torrens title registration system and section 14 and 203(2) of the *Land Titles Act*, RSA 2000, c L-4, among other sections.
62. As a result of the foregoing, it is the view of the Receiver that the REMAX Properties constitute property of CMPC, are captured by the Receivership Order and can be listed and sold as part of these receivership proceedings.

63. Counsel to the Receiver advised Mr. Musah (the sole director of CMPC) of the foregoing by letter dated April 22, 2021. A copy of the April 22, 2021 correspondence is attached as **Appendix "M"** to this First Report. As at the date of this First Report, the Receiver and its legal counsel have not received a reply from Dr. Musah in response to the April 22, 2021 correspondence.
64. In order to avoid any potential ambiguity or further debate with respect to whether the Canadian Properties constitute "Property" within the meaning of the Receivership Order, the Receiver seeks to amend the Receivership Order to specifically include the Canadian Properties in the definition of "Property" thereunder.
65. As the Receiver will be required to obtain further Court approval for the sale of the Canadian Properties and the distribution of any corresponding proceeds of sale, CMPC will have the opportunity to raise further arguments with respect to the distribution of such proceeds of sale at a future Court application.

Sealing of Confidential Supplement

66. The Receiver believes that the Confidential Supplement should remain sealed until the earlier of: (i) the closing of the transaction contemplated under the APA and the closing of the sales of the Canadian Properties; (ii) the discharge of the Receiver; and (iii) further Order of this Honorable Court to avoid any negative impact that could result from dissemination of the information contained in the Confidential Supplement.
67. The Confidential Supplement contains commercially sensitive information pertaining to the valuation of the Eaglesmed Assets, certain confidential information in respect of the offer submitted to the Receiver for the Eaglesmed Assets, and the assessed values of the Canadian Properties. Publication of the information contained in the Confidential Supplement would pose serious risk to the commercial interests of stakeholders and may adversely impact future realization of and the Eaglesmed Assets (should the sale contemplated by the APA not close) and the Canadian Properties.
68. The Receiver is not aware of any party who would be prejudiced if the information in the Confidential Supplement is sealed and there are no commercially reasonable alternatives to sealing the Confidential Supplement. Any interested party may apply, on notice to the Receiver, to vary the terms of the Sealing Order or to unseal the Confidential Supplement.

Missing Information

69. As noted previously, the Receiver has made multiple attempts to obtain information relating to the Missing Assets and the Benin Property (collectively, the "**Missing Information**"). More particularly, the Receiver or its counsel have made the following attempts to obtain the Missing Information:
 - a) The Receiver requested the Missing Information from the Debtors by way of correspondence dated February 16, 17 and 23, 2021; and
 - b) Counsel to the Receiver requested the Missing Information from former counsel to the Debtors by way of correspondence dated March 5, 9 and 24, 2021 and April 12 and 21, 2021.
70. Copies of the foregoing correspondence as well as the replies received from the Debtors or their counsel are attached as **Appendix "N"** to this First Report.
71. As at the date of this Report, neither the Receiver nor its counsel have been provided with the Missing Information.
72. Based on the above, the Receiver hereby requests that this Court issue an Order compelling the Debtors to provide the Missing Information to the Receiver forthwith.

Interim Statement of Receipts and Disbursements

73. The interim Statement of Receipts and Disbursements reflecting the administration of the receivership for the period February 12, 2021 to April 16, 2021 is below:

	Eaglesmed Group Inc.	Chris Musah Professional Corporation	Total
Receipts			
Receiver's borrowings		\$ 25,000	\$ 25,000
Transfer to (from) other estates	5,882	(5,882)	-
Rental Income	-	1,350	1,350
Other collections	1,509	5,335	6,844
WCB collections	375	-	375
Total receipts	\$ 7,766	\$ 25,803	\$ 33,569
Disbursements			
Insurance	832	2,076	2,909
Appraisal fee	4,000	-	4,000
Other expenses	809	-	809
GST paid	240	-	240
Filing fees to the Official Receiver	72	72	143
Total disbursements	\$ 5,953	\$ 2,148	\$ 8,101
Estate balances as at April 16, 2021	\$ 1,812	\$ 23,655	\$ 25,468

74. Pursuant to the Receivership Order, the Receiver may borrow up to \$75,000 in aggregate without further Court approval. As at the date of this First Report, the Receiver's borrowings total \$25,000 to fund the receivership proceedings.

Conclusions and Recommendations

75. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief detailed in Section 10 e) of the First Report and such further and other relief, as this Honourable Court deems appropriate in the circumstances.

* * *

All of which is respectfully submitted at Calgary, Alberta this 26th day of April 2021.

DELOITTE RESTRUCTURING INC.,
solely in its capacity as Court-appointed Receiver
of the Debtors (as defined herein),
and not in its personal or corporate capacity.

Per:

Ryan Adlington, CPA, CA, CIRP, LIT

Senior Vice-President

APPENDIX "A"

Clerk's Stamp:



2101-01130

205187

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

PLAINTIFF

DEFENDANTS

COURT OF QUEEN'S BENCH OF ALBERTA

CALGARY

BANK OF MONTREAL

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

CONTACT INFORMATION OF PARTY

FILING THIS DOCUMENT:

RECEIVERSHIP ORDER

Dentons Canada LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attn: Derek Pontin
Ph. (403) 268-6301 Fx. (403) 268-3100
File No.: 123233-1561

DATE ON WHICH ORDER WAS PRONOUNCED: February 12, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice D. B. Nixon

UPON the application of Bank of Montreal in respect of Eaglesmed Group Inc. and Chris Musah Professional Corporation (collectively, the "**Debtors**" and each a the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Michelle Madrigga sworn, February 1, 2021; and the Affidavit of Service of Terry Trojanoski sworn February 9, 2021; **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as receiver and manager (the "**Receiver**") of the Debtors, filed; **AND UPON** hearing counsel for Bank of Montreal, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 and section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the Debtors’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

3. 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) without limiting the breadth and generality of paragraph 3(a) hereof, to take possession or exercise control over all health information, health records, patient lists, patient files and/or other patient and business records, whether electronic or otherwise, and to transfer, release or dispose of the same on behalf of the current custodian to or into the care of a custodian, for the purposes of Alberta law (without limitation including the *Alberta Health Information Act*);
 - (c) 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;
 - (d) 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;

- (e) to engage 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;
- (f) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (g) 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;
- (h) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (i) 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;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (k) 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, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (l) to market any or all 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;
- (m) 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 \$25,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; 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 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (n) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing 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;
- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate 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;
- (p) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall 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;
- (q) 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;
- (r) to enter into agreements with any 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;
- (s) to retain for the unexpired term, assign, surrender, renegotiate, or terminate any lease or agreement related to the Property;
- (t) to collect the rents, profits and other receipts arising from the Property or any part thereof;
- (u) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (v) to assign the Debtor into bankruptcy; and
- (w) 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, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (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 (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 (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, 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 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 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 documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. 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.

NO PROCEEDINGS AGAINST THE RECEIVER

7. 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

8. No Proceeding against or in respect of the Debtors 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 the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body’s investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with 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 Order shall:
 - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.

10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, 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, except with the written consent of the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking 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, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of 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. 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. Subject to employees' rights to terminate their employment, 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*, S.C. 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
- A. complies with the order, or
- B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
- B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's**

Charge") on the Property, which charge shall not exceed an aggregate amount of \$100,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. 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 the legal fees and disbursements, incurred at the normal 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

21. 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, deemed 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 set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. 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.
23. 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.
24. 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.

25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. 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 assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. 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. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 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.

WEBSITE

34. The Receiver shall establish and maintain a website in respect of these proceedings and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. 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 or otherwise served with notice of 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; and
 - (b) posting a copy of this Order on the Receiver's Website
- and service on any other person is hereby dispensed with.
36. 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"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that **DELOITTE RESTRUCTURING INC.**, the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Eaglesmed Group Inc. and Chris Musah Professional Corporation appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the [day] day of [month], [year] (the "**Order**") made in action numbers [●], 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 [\$] that 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 (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and 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 [●].
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 _____, 20__.

DELOITTE RESTRUCTURING INC., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

APPENDIX "B"

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made this 16th day of April, 2021 BETWEEN:

DELOITTE RESTRUCTURING INC., solely in its capacity as the Court-appointed receiver and manager of the assets, properties and undertakings of Eaglesmed Group Inc.; and Chris Musah Professional Corporation, and not in its personal capacity

(hereinafter referred to as the “**Receiver**” or “**Vendor**”)

OF THE FIRST PART

- and –

Ayman Tadros Professional Corporation, a corporation incorporated under the laws of the Province of Alberta

(hereinafter referred to as the “**Purchaser**”)

OF THE SECOND PART

WHEREAS:

- A. Pursuant to an order of the Court of Queen’s Bench of Alberta (the “**Court**”) pronounced on February 12, 2021 (the “**Receivership Order**”), Deloitte Restructuring Inc. was appointed as receiver and manager (in such capacities, the “**Receiver**”) of all current and future assets, undertakings and properties (the “**Property**”) of: (i) Eaglesmed Group Inc. (“**Eaglesmed**”); and (ii) Chris Musah Professional Corporation (the “**Professional Corporation**”, together with Eaglesmed, the “**Debtors**”).
- B. Pursuant to the Receivership Order, the Receiver is authorized to, among other things, 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 the Court in respect of any transaction not exceeding \$25,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - ii. With the approval of the Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the thresholds in paragraph i above.
- C. Subject to the approval of the Court, Vendor has agreed to sell, and Purchaser has agreed to purchase on an “as is, where is” basis the assets outlined in the listing attached hereto as **Schedule “A”** (collectively, the “**Purchased Assets**”) pursuant to the

terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as hereinafter defined), the Receiver shall sell, assign and transfer to the Purchaser all of the Debtors' right, title and interest, if any, in and to the Purchased Assets.
2. The purchase price payable by the Purchaser to the Vendor in consideration of the transfer of the Purchased Assets shall be [REDACTED] (the "**Purchase Price**").
3. The Purchase Price shall be payable on or before the Closing Date in immediately available funds by way of bank draft, certified cheque, or electronic fund transfer, or as the Receiver may otherwise direct in writing.
4. In addition to the Purchase Price, the Purchaser shall pay to the Receiver on or before the Closing Date, by one of the methods listed in Section 3 above, any and all applicable, federal, provincial and municipal Taxes (as hereinafter defined) exigible in connection with the sale of the Purchased Assets by the Receiver to the Purchaser pursuant to this Agreement, including, without limitation, sales taxes. With respect to GST only, the Purchaser shall have the option of furnishing the Receiver at closing with an election under section 167 of the *Excise Tax Act* (Canada), which is in form and content satisfactory to the Receiver, acting reasonably, and the Purchaser shall file such election with its GST return for the reporting period in which the sale of the Purchased Assets takes place. The Purchaser shall indemnify and hold the Receiver harmless from any costs, expenses or damages suffered by the Receiver: (i) in the event an election or exemption was not, in fact, available under the *Excise Tax Act* (Canada) in relation to the sale of the Purchased Assets; and (ii) as a result of the failure by the Purchaser to pay any Taxes exigible in accordance with this section, whether arising from reassessment required of it, or pursuant to the taxation or statutes governing the granting of such election or exemptions. "**Taxes**" means all federal, provincial and municipal taxes levied by (i) any multinational, federal, provincial, state, municipal, local or other government or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, including, without limitation, federal sales tax.

"AS IS, WHERE IS"

5. The Purchaser acknowledges and confirms that the Purchased Assets are being sold on an "as is, where is" basis. The Purchaser is fully familiar with the condition of the Purchased Assets. The Purchaser has conducted such investigations concerning the Purchased Assets as the Purchaser decided, were appropriate, and has satisfied itself concerning all matters affecting the Purchased Assets. No representation, warranty or condition, either express or implied, oral or written has been or will be given by the Receiver as to the title, encumbrances, description, fitness for purpose, merchantability, marketability, location, quantity, condition or quality of the Purchased Assets, or in respect of any other matter or thing whatsoever in connection with the Purchased Assets. All representations, conditions and warranties expressed or implied pursuant to the provisions of the *Sale of Goods Act* (Alberta) do not apply hereto and have been

waived by the Purchaser. The Receiver has not made or given and does not make or give any representations or warranties, as to the Receiver's status or capacity, as to the title to the Purchased Assets or its freedom from encumbrances, or as to any other matter whatsoever concerning the Purchased Assets.

6. The Purchaser acknowledges to and in favour of the Receiver that it has relied entirely upon its own inspection and investigation in entering into this Agreement and purchasing the Purchased Assets from the Receiver.
7. The Receiver shall not be required to produce any abstract of title, title deed, or documents or copies thereof or any evidence as to title, other than those in its possession.
8. The Purchaser agrees that the Receiver is under no obligation to deliver the Purchased Assets to the Purchaser and the Purchaser shall make its own arrangements to transfer the Purchased Assets into the Purchaser's name.

REMOVAL OF PURCHASED ASSETS

9. The Purchaser agrees to remove the Purchased Assets from Suite 215 – 12445 Lake Fraser Drive SE, Calgary, AB T2J 7A4 (the "**Premises**") by no later than May 10, 2021 (the "**Removal Date**", where the period between the date of this Agreement and the Removal Date is hereby referred to as the "**Removal Period**"). The Purchaser will be provided with access to the Premises during the Removal Period for the purpose of removing the Purchased Assets.
10. The Purchaser shall indemnify and save the Receiver and its directors, officers, servants, agents and employees harmless from any and all losses which may be brought against or suffered by the Receiver, its directors, officers, servants, agents or employees or which they may sustain, pay or incur as a result or in respect of any matter or thing arising out of, resulting from, attributable to or connected with the Premises or the Purchased Assets and the Purchaser being provided access to the Premises during the Removal Period. The covenants and agreements to indemnify made by the Purchaser in this section shall survive the execution of this Agreement and shall not be subject to any limitation periods.
11. At its own cost, the Purchaser (or its agents) shall remove the Purchased Assets from the Premises, ensuring that either its agents or the respective purchaser of the Purchased Assets (the "**Removing Parties**") secure, dismantle, remove and take possession of the Purchased Assets from the Premises in a diligent, workmanlike, professional and competent manner, and in doing so will ensure that the Removing Parties exercise the care of a prudent owner, in order to ensure no damage is made to the Premises; and where damage has occurred, shall ensure that either it or the Removing Parties remedy and repair any damages and condition resulting from their removal of the Purchased Assets, including to the extent required to comply with applicable building or electrical codes, at their own cost.
12. The Purchaser shall ensure that all of the Purchased Assets are removed from the Premises within the Removal Period and the Premises are left in a clean, broom-swept and electrically safe condition.
13. The Purchaser shall not be responsible or liable for any environmental conditions or damage (except for any damage caused by the removal of the Purchased Assets from

the Premises). The Purchaser shall have no obligation to deal with, store or remove any hazardous, environmentally-regulated or waste substances of any kind in, on, under or affecting the Premises, except for those accidentally spilled from the Purchased Assets.

REPRESENTATIONS AND WARRANTIES OF THE RECEIVER

14. The Receiver represents and warrants to and in favour of the Purchaser, understanding that such is being relied upon, as follows:
- (a) the Receiver was appointed by the Court as receiver and manager of the Property pursuant to the Receivership Order; and
 - (b) subject to the granting of a Court Order (as hereinafter defined), it has full power, right and authority to execute this Agreement and to convey to the Purchaser the right, title and interest of the Debtors in and to the Purchased Assets. **“Court Order”** means an order of the Court approving the transaction of purchase and sale contemplated by this Agreement and vesting of the Purchased Assets in the name of the Purchaser, free and clear of any encumbrances other than those permitted encumbrances.

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

15. The Purchaser hereby represents and warrants to and in favour of the Receiver, understanding that such is being relied upon, as follows:
- (a) the Purchaser has been duly and validly incorporated under the laws of the Province of Alberta and is a valid and subsisting corporation;
 - (b) the Purchaser has the corporate right, power and authority to enter into this Agreement and to complete the transactions contemplated hereby;
 - (c) all necessary actions and approvals have been taken or obtained by the Purchaser to authorize the creation, execution, delivery and performance of this Agreement;
 - (d) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms;
 - (e) the Purchaser is a “registrant” under Part IX of the *Excise Tax Act* (Canada) and its registration number is R _____; and
 - (f) there is no requirement to make any filing with, give any notice to, or obtain any authorization of any governmental entity as a condition to the lawful completion of the transaction contemplated by this Agreement.

CONDITIONS IN FAVOUR OF RECEIVER

16. The following conditions in favour of the Receiver must be fulfilled on or before the Closing Date, provided that any such date may be extended by the mutual agreement of each of the Purchaser and the Receiver, and which conditions are inserted for the sole benefit of the Receiver and may be waived only by the Receiver by notice in writing to

the Purchaser on or before the Closing Date:

- (a) the representations and warranties of the Purchaser shall be true and correct as of the Closing Date;
- (b) the receipt of all deliveries to be made by the Purchaser as set out in Section 23;
- (c) no person entitled by law to do so shall have redeemed the Purchased Assets and no part of the Purchased Assets shall have been removed from the control of the Receiver by any means or process;
- (d) on the Closing Date, the Court Order shall be in full force and effect, shall not have been stayed, varied or vacated and no notice of appeal has been served;
- (e) as of the Closing Date, no order shall have been made and no motion, action or proceeding shall be pending, threatened or commenced by any person, government, government authority, regulatory body or agency in any jurisdiction which seeks to restrain or prevent the sale of the Purchased Assets under this Agreement or seeks to restrict, prohibit or direct the Receiver not to complete the transaction contemplated by this Agreement; and
- (f) as at the Closing Date, all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Purchaser on or before the Closing Date shall have been performed or complied with.

In the event that any of the foregoing conditions are not fulfilled or waived by the Receiver on or before the Closing Date, this Agreement may be terminated by the Receiver in accordance with Section 25.

CONDITIONS IN FAVOUR OF PURCHASER

17. The following conditions in favour of the Purchaser must be fulfilled on or before the Closing Date, provided that any such date may be extended by the mutual agreement of each of the Purchaser and the Receiver, and which conditions are inserted for the sole benefit of the Purchaser and may be waived only by the Purchaser by notice in writing to the Receiver on or before the Closing Date:
- (a) the representations and warranties of the Receiver shall be true and correct as at the Closing Date; and
 - (b) as at the Closing Date, all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Receiver at or prior to the Closing Date shall have been performed or complied with.

In the event that any of the foregoing conditions are not fulfilled or waived by the Purchaser on or before the Closing Date, this Agreement may be terminated at the Purchaser's option in accordance with Section 25.

COURT APPROVAL

18. The Purchaser acknowledges and agrees that until this Agreement is approved by the Court, the Vendor's obligation in connection with this Agreement is limited to considering it and, if accepted by the Vendor, putting the Agreement before the Court for approval.

Thereafter, the Purchaser acknowledges that the Vendor is subject to the jurisdiction and discretion of the Court to entertain other offers and any further orders the Court may make regarding the Purchased Assets. Given the Vendor's position as receiver and manager, the Vendor may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Purchased Assets. The Vendor gives no assurance or undertaking to advocate the approval of this Agreement by the Court. The Purchaser acknowledges that it must make its own arrangements to support the approval of this Agreement in Court.

19. If the Court Order is not obtained prior to May 5, 2021, either party to this Agreement may in its absolute and unfettered discretion elect, on written notice to the other party, to terminate this Agreement and, in such event the Receiver and the Purchaser shall be released from their obligations and liabilities hereunder.

CLOSING

20. Closing shall take place on May 10, 2021 (the "**Closing Date**") at the offices of the Vendor's lawyers, Cassels Brock & Blackwell LLP Suite 3810, Bankers Hall West, 888 3rd Street SW Calgary, Alberta T2P 5C5 or such other place and in such other manner as the Parties may agree.
21. At or before the Closing Date, the Vendor will deliver, or cause to be delivered, to the Purchaser's solicitors:
- (a) a certified copy of the Court Order; and
 - (b) any other deeds of conveyance, bills of sale, transfers, and assignments reasonably required by the Purchaser, and in form and content satisfactory to the Purchaser's and Vendor's lawyers, appropriate to effect the assignment, transfer and sale of the Purchased Assets as contemplated in this Agreement.
22. At or before the Closing Date, the Purchaser will deliver, or cause to be delivered, to the Vendor:
- (a) the Purchase Price;
 - (b) any other deeds of conveyance, bills of sale, transfers, and assignments reasonably required by the Purchaser, and in form and content satisfactory to the Purchaser's and Vendor's lawyers, appropriate to effect the assignment, transfer and sale of the Purchased Assets as contemplated in this Agreement; and
 - (c) such further and other documentation as the Vendor may reasonably require, in a form and content satisfactory to the Vendor acting reasonably.
23. The deliveries referred to in Sections 22 and 23 shall be subject to such reasonable trust conditions as may be agreed upon between the Vendor's and Purchaser's lawyers. Notwithstanding any other provision in this Agreement, it is agreed that such trust conditions shall require that the entire Purchase Price be paid to the Vendor's lawyer in trust prior to the Purchaser proceeding to execute a copy of the receiver's certificate in the form contemplated by the Court Order.

TERMINATION

24. This Agreement may be terminated at any time prior to the Closing Date:

- (a) by mutual written agreement of the Vendor and the Purchaser; or
 - (b) by either the Vendor or the Purchaser pursuant to Sections 16, 17 or 20, as applicable.
25. If this Agreement is terminated by the Vendor or the Purchaser as permitted under Section 25, then Sections 10 and 31 shall remain in full force and effect following any such permitted termination.

GENERAL PROVISIONS

26. This Agreement constitutes the entire agreement between the Parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral to this Agreement other than as expressly set out or referred to in this Agreement.
27. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
28. Each of the parties hereto will from time to time and at the reasonable request and expense of the party making such request, do or take or cause to be done or taken such acts or actions, and will execute and deliver to the other or cause to be executed and delivered to the other such further instruments, documents, and assurances, as may be reasonably necessary to give effect to this Agreement.
29. This Agreement and all of its provisions will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
30. The Purchaser acknowledges and agrees that the Receiver is entering into this Agreement solely in its capacity as the Receiver and the Receiver shall not incur personal or corporate liability of any kind whatsoever, in contract, in tort, or at equity as a result of its entering into this Agreement or performing or failing to perform any of its obligations hereunder. Any claim against the Receiver shall be limited to and only enforceable against the property and assets then held by or available to it in its capacity as receiver of the undertakings, properties and assets of the Debtors and shall not apply to its personal property and other assets held by it in any other capacity. The term "Receiver" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.
31. This Agreement may be executed in counterparts, each of which when executed and delivered is an original and all of which when taken together constitute one and the same instrument.
32. This Agreement may be executed and delivered by e-mail transmission and the parties may rely on PDF signatures as though they were originals.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

DELOITTE RESTRUCTURING INC., solely in its capacity as the Court-appointed receiver and manager of the assets, properties and undertakings of Eaglesmed Group Inc; and Chris Musah Professional Corporation, and not in its personal capacity

Per: 
Name: Ryan Adlington
Title: Senior vice-president

Ayman Tadros Professional Corporation

Per: 
Name: Ayman Tadros
Medical Director
Title: April 22, 2021

(I have the authority to bind the corporation)

Schedule A

Asset			
Description	Serial number	Quantity	
Reception			
Jane Iredale skin care and makeup display			1
TV wall rack			1
Wall display cabinets			2
Corner unit display cabinet (brown)			1
Ricoh photocopier	V9835700229		1
View Sonic MONITOR	T6X131646318		1
HP Tower	TUA3190JM7		1
Star TSP100	2400113050602960		1
Bar code scanner	MS9520		1
View Sonic MONITOR	T6X131646301		1
HP Tower	2UA3190JLX		1
Polycom Telephones			3
Dymo Receipt printer	1750283-2103218		1
Panasonic TV	TC30530523		1
Sentry Safe (small)			2
Cash box			2
Honeywell space heater			1
Front office			
View Sonic Monitor	T6X131646293		1
HP Laser Jet Pro Color MFP Printer	CE863A		1
Polycom Telephones			2
HP Tower	TUA3190L0M		1
Reception Storage			
Box - Front Exam Room Envelopes/Sharps container			1
Box - Front exam room binders			7
Box - Sharps containers			1
Box - Front exam room binders/photo frame/Dr. certificate			1
Box - Front exam room /Doc rack			1
Box - Waste disposal containers			1
Small fridge	110030100284		1
Microwave	003TASW00214		1
6 drawer Plastic monbile cabinet (suringes/sterial pads/groves)			1
6 drawer plastic mobile cabinet (multicolor)			1
Common area #1 (north of reception)			
5 drawer filing cabinet			1
Small fridge (contains insulin)	2512080100182		1
HP Tower	2UA3190L11		1
View Sonic monitor	26X131646305		1
Labelwriter 450	1750110-244842		1

Asset			
Description	Serial number	Quantity	
keyboard and mouse		1	
Health O Meter Professional (scale)	5000027505	1	
bathroom scale		1	
4 drawer plastic cabinet		1	
Chairs		2	
large garbage can		1	
6 drawer surgical carts		4	
7 drawer plastic filing cabinet		1	
HP LASER JET pRINTER	VND3B56298	1	
Labelwriter 400	1750110-2448479	1	
View Sonic monitor	T6X131646319	1	
KEYBOARD AND MOUSE		1	
Sisco router	EWCA_WAP_04	1	
HP Tower	2UA3190L0P	1	
HD Voice telephone	64167F1C616C	1	
Health O Meter Professional (scale)	5220000465	1	
BLACK CABINET WITH ROLL TOP DRAWER		1	
SREDDING BOX (BROWN)		1	

Exam room 2227

Exam room table - 204 RITER BY MIDMARK	V556844	1	
Blood pressure/ Eye/Ear / thermometer		1	
Wall mount measuring stick		1	
small office chair		2	
Tall office chair		1	
View Sonic monitpr	T6X131646312	1	
HP Tower	EXM2227	1	
HP LASER JET	VND3B56302	1	
HD voice telephone		1	
Keyboard and mouse			

Exam Room 2226

Exam room table - 204 RITTER BY MIDMARK	VN01665	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	VA2212M-LED	1	
HP Tower	EXM2226	1	
HP LASER JET	VND3B56313	1	
HD voice telephone		1	
Keyboard and mouse		1	
Bathroom Scale		1	
Small office chairs		3	
Tall office chair		1	

Asset			
Description	Serial number	Quantity	
Wall mount measuring stick		1	
Minor Surgery Suite 2221			
4 liter water jugs		21	
M11 ULTRA CAVE AUTOMATIC STERLIZER		1	
M250 SONICLEAN Aultra Sonic cleaner by Mid Mark		1	
large garbage can		1	
Exam room table - 204 RITTER BY MIDMARK	V1417234	1	
RITTER 355 BY MIDMARK (OPERATING LAMP)	V884376	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131446286	1	
HP Tower	MD1202	1	
HP LASER JET	VND3B56275	1	
HD voice telephone		1	
Keyboard and mouse		1	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	
5 CASTER STOOL		1	
Exam Room 2225			
Exam room table - 204 RITTER BY MIDMARK	V928468	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131646307	1	
HP Tower	EXM2225	1	
HP LASER JET	VND3B56272	1	
HD voice telephone		1	
Keyboard and mouse		1	
Bathroom Scale		1	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	
Dimplex space heater		1	
Exam Room 2224			
Exam room table - 204 RITTER BY MIDMARK	V928478	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131646316	1	
HP Tower	EMX2224	1	
HP LASER JET	VND3B56308	1	
HD voice telephone		1	
Keyboard and mouse		1	
Bathroom Scale		1	

Asset			
Description	Serial number	Quantity	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	
Exam Room 2223			
Exam room table - 204 RITTER BY MIDMARK	V928472	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131646297	1	
HP Tower	EXM2223	1	
HP LASER JET	VND3B56269	1	
HD voice telephone		1	
Keyboard and mouse		1	
Bathroom Scale		1	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	
Exam Room 2222			
Exam room table - 204 RITTER BY MIDMARK	V919987	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131646292	1	
HP Tower	EXM2222	1	
HP LASER JET	VND3856303	1	
HD voice telephone		1	
Keyboard and mouse		1	
Bathroom Scale		1	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	
Dimplex space heater		1	
HallWay #1			
Small oxygen tanks		2	
Liquid nitrogen canister - Unit 1977 (10 L)	242684	1	
Hallway #2			
Blood pressure monitor - SPOT VITAL SIGNS OMRON DIGITAL BLOOD PRESSURE MONITOR	20151000213AF	1	
Exam Room 2216			
Exam room table - 204 RITTER BY MIDMARK	V811138	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131646260	1	

Asset			
Description	Serial number	Quantity	
HP Tower	EXM2216	1	
HP LASER JET	VND3B56314	1	
HD voice telephone			
Keyboard and mouse		1	
Bathroom Scale		1	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	

Exam Room 2217

Exam room table - 204 RITTER BY MIDMARK	V1417219	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131945152	1	
HP Tower	EXM2217	1	
HP LASER JET	VND3B56300	1	
HD voice telephone		1	
Keyboard and mouse		1	
Bathroom Scale		1	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	

Exam Room 2220

Exam room table - 204 RITTER BY MIDMARK	V1417266	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131646313	1	
HP Tower	EXM2220	1	
HP LASER JET	VND3B56301	1	
HD voice telephone		1	
Keyboard and mouse		1	
Bathroom Scale		1	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	

Exam Room 2218

Exam room table - 204 RITTER BY MIDMARK	V1417254	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131646295	1	
HP Tower	EXM2218	1	
HP LASER JET	VND3B56305	1	
HD voice telephone		1	
Keyboard and mouse		1	

Asset			
Description	Serial number	Quantity	
Bathroom Scale		1	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	
Physicians Den			
Server tower cabinet		1	
Binary B-300-HD Matrics-8x8		1	
Sony 5 CD changer		1	
Control 4		1	
moterola DCX3200-M		1	
HP Tower		1	
Monster Powers Signature Pro 5100		2	
Control 4 Autio Matrix Switch		1	
Speakercraft Vital 1250		3	
Labelwriter 450	1750110-2448418	1	
Labelwriter 450	1750110-2448415	1	
Labelwriter 450	1750110-2448484	1	
HP LASER JET	VND3B56306	1	
HP Tower	MD2215	1	
View Sonic monitor	T6X131646298	1	
HD voice telephone		1	
Keyboard and mouse		1	
HP LASER JET	MD2214	1	
HP Tower	MD2210	1	
View Sonic monitor	T6X131646294	1	
HD voice telephone		1	
Keyboard and mouse		1	
HP LASER JET	EXM225	1	
HP Tower	MD2213	1	
View Sonic monitor	T6X131945177	1	
HD voice telephone		1	
Keyboard and mouse		1	
HP LASER JET	MD2212	1	
HP Tower	Reyna's computer	1	
LG Monitor	103TPFX2N435	1	
HD voice telephone		1	
Keyboard and mouse		1	
Panasonic KX-TPA60 telephone		1	
Pro Fusion space heater		1	
HP LASER JET	EXM2218	1	
HP Tower	MD2211	1	
View Sonic monitor	T6X131646317	1	

Asset			
Description	Serial number	Quantity	
Polycom telephone		1	
Keyboard and mouse		1	
shredding box (brown)		1	
Office Chairs (black)		5	
HP Tower	MD2214	1	
HP Tower	2UA3190L13	1	
Exam Room 2219		1	
Exam room table - 204 RITTER BY MIDMARK	V920024	1	
Blood pressure/ Eye/Ear / thermometer		1	
View Sonic monitor	T6X131646314	1	
HP Tower	2UA3190JLQ	1	
HP LASER JET	VND3B56317	1	
HD voice telephone		1	
Keyboard and mouse		1	
Bathroom Scale		1	
Small office chairs		2	
Tall office chair		1	
Wall mount measuring stick		1	
5 CASTER STOOL		1	
Hallway #3			
art work - painting		1	
Aqua Room			
Aquamed Dry Hydrotherapy bed		1	
JTL Touchscreen computer	A98244	1	
Exam room 105			
HP Tower	2UA3190L04	1	
Hallway #4			
5 drawer roll top filing cabinets		3	
6 bin locker (brown)		1	
shredding box (brown)		2	
KITCHEN			
FRIDGE (STAINLESS STEEL FRONT)		1	
LEXMARK	192.168.28.24	1	
Back Reception			
Metal Cage		1	
Art work - canvas painting		1	

Asset			
Description	Serial number	Quantity	
office chair		1	
tall stool		1	
coffee tablwl (glass round)		1	
Engineering Hub			
Shaw ETX-203AX	TO300151033	1	
Shaw ESBC-9380-4B ENTERPRISE SESSION BOARDER CONTROLLE	938172000151	1	
Shaw Granit G12-RM		1	
Sisco ASA5512-X	FTX181710LQ	1	
APC 2200XL		1	
APC 2200KL Battery		1	
Sisco meraki MX64	Q2KN-2H92-R2CR	1	
MEDIA TRIX C7 SERIES	002780100M320180067	1	
MEDIA TRIX C7 SERIES	002780100M306190139	1	
Sisco meraki	Q2EX-CFPW-EPAU	1	
Sisco meraki	Q2EXWSQ9-F3UC	1	
Sisco meraki	Q2QX-6FKU-Y946	1	
HP 1810-24G	CN33FRT0J1	1	
HP 1810-24G	CN32FRT070	1	
HP 1810-24G	CN32FRT3FX	1	
View Sonic monitor	T6X131646308	1	
HP Prolient Server	MXQ215067D	1	
HP Tower	2UA3190L0L	1	
HP Tower	2UA3190L16	1	
Drobo (video back up)	TDB113470056	1	
Kitchen			
Danby Microwave		1	
Maytag Fridge (stainless steel)	VS24589864	1	
Panasonic microwave	6BN2060847	1	
Maytag dishwasher	F32003028	1	
Salton Kettle		1	
Cuisinart kettle		1	
Sunbeam coffee maker		1	
Frididaire washing machine	XC92704132	1	
LG Monitor	103TPWQ02009	1	
Art work - small paintings		3	

APPENDIX "C"

FORM 87
Notice and Statement of the Receiver
(Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*)

IN THE MATTER OF THE RECEIVERSHIP OF
Eaglesmed Group Inc. and Chris Musah Professional Corporation
of the City of Calgary
in the Province of Alberta

The Receiver gives notice and declares that:

1. On the February 12, 2021, Deloitte Restructuring Inc. ("**Deloitte**") was appointed by the Court of Queen's Bench of Alberta as the receiver and manager (the "**Receiver**") of all current and future assets, undertakings, and properties of every nature and kind whatsoever (the "**Property**") of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**") (collectively, the "**Debtors**") situated upon or relating to the Property that is described below:

Description	Eaglesmed Net book value As at September 30, 2020 (\$CDN)	CMPC Net book value As at July 31, 2020 (\$CDN)
Accounts receivable	NIL	197
Inventory	44,628	NIL
Prepaid expenses	28,248	NIL
Amounts due from related parties	NIL	65,895
Property, plant and equipment	133,431	5,469
Investment assets	15,505	4,440,981
Total	221,812	4,512,542

* Amounts are based on information compiled by the Debtors, including the most recent unaudited financial statements of Eaglesmed and CMPC for the month-ended September 30, 2020 and July 31, 2020, respectively. Deloitte has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, Deloitte expresses no opinion or form of assurance on the information contained herein. The Receiver has made requests to the principal and director of the Debtors for additional information which remains outstanding as at the date of this notice.

2. Deloitte became the Receiver by virtue of being appointed by Order of the Court of Queen's Bench of Alberta, a copy of which is attached to this Notice as **Schedule "A"**.
3. The Receiver took possession and control of the Property described above on the February 12, 2021 and issued demands to the known representative(s) of the Debtors with respect to the location of the assets and books and records of the Debtors.

Dr. Chris Musah, the director of the Debtors, advised he was out of country and was not able to meet the Receiver on February 12, 2021. The Receiver issued a detailed information request to Dr. Musah via email and has requested his response. The Receiver continues its efforts to meet with Dr. Musah and obtain the outstanding books and records as quickly as possible.

4. The following information relates to the receivership:

(a) Mailing Address: Suite 215 – 12445 Lake Fraser Drive SE, Calgary, AB T2J 7A4

(b) Principal line of business: Health and wellness clinic

(c) Location(s) of business: Suite 215 – 12445 Lake Fraser Drive SE, Calgary, AB T2J 7A4

Amount owed to each creditor who holds a security on the Property described above:

Secured Creditor	Eaglesmed Book value (\$CDN)	CMPC Book value (\$CDN)
Bank of Montreal	1,063,756	1,438,004
ECN Business Management Inc.	Unknown	Unknown
CWB National Leasing Inc.	Unknown	Unknown
RCAP Leasing Inc.	Unknown	N/A
The Town of Peace River	N/A	Unknown
The City of Calgary	N/A	Unknown
Enmax Power Corporation	N/A	Unknown
Iris Khumalo Musah	N/A	Unknown

The list of other known creditors and the amount owed to each creditor is as follows:

See attached **Schedule "B"**

(d) The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined is as follows:

Secure and manage the Property of the Debtors until a sales process has been conducted.

(e) Contact person for the Receiver:

Tyler Adametz
 Deloitte Restructuring Inc.
 Suite 700, 850 – 2nd Street SW
 Calgary, AB T2P 0R8
 Phone: 403-6483203
 Email: tadametz@deloitte.ca

Dated at the City of Calgary in the Province of Alberta, this 22nd day of February 2021.

DELOITTE RESTRUCTURING INC.

Solely in its capacity as Receiver and Manager
 of the Debtors (as defined herein),
 and not in its personal capacity.



Ryan Adlington, CPA, CA, CIRP, LIT
 Senior Vice-President

700 Bankers Court, 850 - 2nd Street SW
 Calgary AB T2P 0R8
 Phone: (403) 261-8135
 Fax: (403) 718-3681

SCHEDULE "A"
Receivership Order

Clerk's Stamp:



2101-01130

205187

COURT FILE NUMBER
COURT
JUDICIAL CENTRE
PLAINTIFF
DEFENDANTS

COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY
BANK OF MONTREAL

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
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

RECEIVERSHIP ORDER

Dentons Canada LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attn: Derek Pontin
Ph. (403) 268-6301 Fx. (403) 268-3100
File No.: 123233-1561

DATE ON WHICH ORDER WAS PRONOUNCED: February 12, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice D. B. Nixon

UPON the application of Bank of Montreal in respect of Eaglesmed Group Inc. and Chris Musah Professional Corporation (collectively, the "**Debtors**" and each a the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Michelle Madrigga sworn, February 1, 2021; and the Affidavit of Service of Terry Trojanoski sworn February 9, 2021; **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as receiver and manager (the "**Receiver**") of the Debtors, filed; **AND UPON** hearing counsel for Bank of Montreal, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 and section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the Debtors’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

3. 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) without limiting the breadth and generality of paragraph 3(a) hereof, to take possession or exercise control over all health information, health records, patient lists, patient files and/or other patient and business records, whether electronic or otherwise, and to transfer, release or dispose of the same on behalf of the current custodian to or into the care of a custodian, for the purposes of Alberta law (without limitation including the *Alberta Health Information Act*);
 - (c) 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;
 - (d) 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;

- (e) to engage 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;
- (f) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (g) 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;
- (h) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (i) 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;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (k) 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, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (l) to market any or all 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;
- (m) 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 \$25,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; 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 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (n) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing 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;
- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate 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;
- (p) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall 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;
- (q) 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;
- (r) to enter into agreements with any 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;
- (s) to retain for the unexpired term, assign, surrender, renegotiate, or terminate any lease or agreement related to the Property;
- (t) to collect the rents, profits and other receipts arising from the Property or any part thereof;
- (u) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (v) to assign the Debtor into bankruptcy; and
- (w) 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, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (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 (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 (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, 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 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 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 documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. 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.

NO PROCEEDINGS AGAINST THE RECEIVER

7. 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

8. No Proceeding against or in respect of the Debtors 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 the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body’s investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with 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 Order shall:
 - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.

10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, 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, except with the written consent of the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking 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, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of 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. 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. Subject to employees' rights to terminate their employment, 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*, S.C. 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
- A. complies with the order, or
- B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
- B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's**

Charge") on the Property, which charge shall not exceed an aggregate amount of \$100,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. 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 the legal fees and disbursements, incurred at the normal 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

21. 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, deemed 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 set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. 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.
23. 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.
24. 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.

25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. 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 assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. 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. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 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.

WEBSITE

34. The Receiver shall establish and maintain a website in respect of these proceedings and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. 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 or otherwise served with notice of 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; and
 - (b) posting a copy of this Order on the Receiver's Website
- and service on any other person is hereby dispensed with.
36. 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"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that **DELOITTE RESTRUCTURING INC.**, the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Eaglesmed Group Inc. and Chris Musah Professional Corporation appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the [day] day of [month], [year] (the "**Order**") made in action numbers [●], 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 [\$] that 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 (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and 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 [●].
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 _____, 20__.

DELOITTE RESTRUCTURING INC., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "B"

Unsecured Creditors

Unsecured Creditor	Book value (\$CDN)
1164093 Alberta Ltd O/A Vanguard Cleaning Systems of Alberta	UNKNOWN
9057838 Canada Inc. O/A Skinhealth Canada	UNKNOWN
Active Health Mechanical Services Inc.	UNKNOWN
Alberta Finance	UNKNOWN
Alberta Health	UNKNOWN
Alberta Health Services	UNKNOWN
Allergan Inc.	UNKNOWN
AL-Med Billing Services	UNKNOWN
Avenida Pharmacy Inc.	UNKNOWN
Balanced Bookkeeping and Accounting Services	UNKNOWN
Best Shredding	UNKNOWN
Canada Revenue Agency	UNKNOWN
College and Physicians	UNKNOWN
Colliers Canada	UNKNOWN
Fatima Rabang	UNKNOWN
Hurricane Productions Ltd.	UNKNOWN
Intact Insurance	UNKNOWN
Kassandra Wilkinson	UNKNOWN
MNP LLP	UNKNOWN
Moneris	UNKNOWN
Nandini Bhowmick (Ruby)	UNKNOWN
Praxair Canada Inc.	UNKNOWN
Ricoh Canada Inc.	UNKNOWN
SecurTek	UNKNOWN
Shaw Business	UNKNOWN
Shaw Cable	UNKNOWN
Skin Ceuticals	UNKNOWN
South Calgary Primary Care Network	UNKNOWN
Staples Canada	UNKNOWN
Stericycle ULC	UNKNOWN
Stogryn Sales Ltd.	UNKNOWN
Telus Communications Inc.	UNKNOWN
The City of Calgary	UNKNOWN
The Stevens Company Limited	UNKNOWN
TRS Officeware	UNKNOWN
WCB	UNKNOWN
Wise IT Inc.	UNKNOWN

(*) The listing of unsecured creditors was compiled based on information available to the Receiver as at the date of this Notice and Statement of the Receiver.

APPENDIX "D"



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

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

TOTAL INSTRUMENTS: 011

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 19 DAY OF APRIL,
2021 AT 02:08 P.M.

ORDER NUMBER: 41465691

CUSTOMER FILE NUMBER: 03358925-TLT



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).

APPENDIX "E"



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 830 973 0915321;62 181 010 867 +32

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0915321
UNIT 62
AND 94 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: 121 068 786

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 +32

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

121 068 861 22/03/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
865 HARRINGTON COURT
BURLINGTON
ONTARIO L7N3P3
ORIGINAL PRINCIPAL AMOUNT: \$215,460

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

181 149 369 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

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

TOTAL INSTRUMENTS: 011

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 19 DAY OF APRIL,
2021 AT 02:07 P.M.

ORDER NUMBER: 41465674

CUSTOMER FILE NUMBER: 03358919-TLT



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).

APPENDIX "F"



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

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

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 19 DAY OF APRIL,
2021 AT 02:05 P.M.

ORDER NUMBER: 41465626

CUSTOMER FILE NUMBER: 03358927-TLT



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).

APPENDIX "G"



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 200 503 0720442;3;19 072 226 458

LEGAL DESCRIPTION
PLAN 0720442
BLOCK 3
LOT 19
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;22;83;38;RL

MUNICIPALITY: TOWN OF PEACE RIVER

REFERENCE NUMBER: 072 034 059

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
072 226 458	22/04/2007	TRANSFER OF LAND	\$120,000	\$120,000

OWNERS
CHRIS MUSAH PROFESSIONAL CORPORATION.
OF 8301 103 AVE
PEACE RIVER
ALBERTA T8S 1Y1

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
882 071 432	07/04/1988	EASEMENT AS TO PORTION OR PLAN:8820765 "FOR THE BENEFIT OF LOT 6 BLOCK 3 PLAN 8820762"
882 071 437	07/04/1988	RESTRICTIVE COVENANT AS TO PORTION OR PLAN:8820764
882 248 827	18/10/1988	CAVEAT RE : DEVELOPMENT AGREEMENT CAVEATOR - THE TOWN OF PEACE RIVER.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
072 226 458

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

P.O. BOX 125, PEACE RIVER
ALBERTA
AGENT - GORDON O LUNDY
" AFFECTS PART OF THIS TITLE "

912 139 408 06/06/1991 CAVEAT
RE : DEVELOPMENT AGREEMENT
CAVEATOR - THE TOWN OF PEACE RIVER.
BOX 6600, PEACE RIVER
ALBERTA T8S1S5
AGENT - GUY C MATHIEU
" AFFECTS PART OF THIS TITLE "

072 034 030 18/01/2007 UTILITY RIGHT OF WAY
GRANTEE - THE TOWN OF PEACE RIVER.
AS TO PORTION OR PLAN:0720443

082 380 870 03/09/2008 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
345-10233 ELBOW DRIVE
CALGARY
ALBERTA T2W1E8
ORIGINAL PRINCIPAL AMOUNT: \$100,000

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: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 19 DAY OF APRIL,
2021 AT 02:06 P.M.

ORDER NUMBER: 41465639

CUSTOMER FILE NUMBER: 03358929-TLT



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).

APPENDIX "H"

Search ID #: Z13743876

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 03363252-EDD3 5
1430

Search ID #: Z13743876

Date of Search: 2021-Apr-21

Time of Search: 14:37:07

Business Debtor Search For:

EAGLESMED GROUP INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z13743876

Business Debtor Search For:

EAGLESMED GROUP INC.

Search ID #: Z13743876

Date of Search: 2021-Apr-21

Time of Search: 14:37:07

Registration Number: 10053130845

Registration Type: SECURITY AGREEMENT

Registration Date: 2010-May-31

Registration Status: Current

Expiry Date: 2030-May-31 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

15030535667	Renewal	2015-Mar-05
20032507579	Renewal	2020-Mar-25
20040110993	Renewal	2020-Apr-01

Debtor(s)

Block

Status

1 EAGLESMED GROUP INC.
12445 LAKE FRASER DRIVE APARTMENT 315
CALGARY, AB T2J 7A4

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
225 SHAWVILLE BLVD. S.E.
CALGARY, AB T2Y 3H9

Current

Collateral: General

Block

Description

Status

1	LF377-	Current
2	ALL PRESENT AND AFTER ACQUIRED PROPERTY	Current
3	LF32-	Current
4	ACCOUNTS	Current
5	ALL PRESENT AND AFTER ACQUIRED PROPERTY EXCEPT GOODS	Current

Search ID #: Z13743876

6 PROCEEDS - ALL PRESENT AND AFTER ACQUIRED PROPERTY

Current

Search ID #: Z13743876

Business Debtor Search For:

EAGLESMED GROUP INC.

Search ID #: Z13743876

Date of Search: 2021-Apr-21

Time of Search: 14:37:07

Registration Number: 10081721127

Registration Date: 2010-Aug-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Aug-17 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

15060236903	Renewal	2015-Jun-02
20062320773	Renewal	2020-Jun-23

Debtor(s)

Block

Status

1 EAGLESMED GROUP INC.
12445 LAKE FRASER DRIVE SE
CALGARY, AB T2J 7A4

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
225 SHAWVILLE BLVD. S.E.
CALGARY, AB T2Y 3H9

Current

Collateral: General

Block

Description

Status

1	LF278-	Current
2	Any after-acquired property in replacement or substitution of	Current
3	such equipment, and all proceeds thereof and accessions thereto.	Current
4	1 STERILIZER RITTER ULTRACLAVE AUTOMATIC W/AUTO DOOR CHMBR 11X 18	Current
5	1 STERILIZER RITTER ULTRACLAVE AUTOMATIC W/AUTO DOOR CHAMBER 9 X	Current
6	15IN WE WILL SUPPLY AN ULTRASONIC CLEANER WITH THE PURCHASE OF	Current
7	EITHER UNIT ABOVE.	Current

Search ID #: Z13743876

8	12 TABLE EXAM BASE ONLY W/PASSTHRU DRWR/RCPT	Current
9	1 TABLE EXAM POWER HI-LO BASE ONLY W/RECEPTACLE W/O TOP	Current
10	1 TABLE EXAM POWER HI-LO BASE ONLY W/PWR BCK & RCPT W/O TOP	Current
11	13 UPHOLSTERY TOP SEAMLESS FOR MDL 204 222 & 223 TABLE PEBBLE	Current
12	GREY	Current
13	WE WILL SUPPLY AT N/C -13 MATCHING AIRLIFT STOOLS WITH THE	Current
14	PURCHASE OF THE ABOVE TABLES.	Current
15	12 TRANSFORMER WALL 767 INTEGRATED W/ 11720 OPH/23810 OTO/767 BP	Current
16	DISP WE WILL SUPPLY AT N/C-CHILD AND LARGE ADULTS CUFFS FOR EACH	Current
17	WALL BOARD PURCHASE.	Current
18	1 SCALE DIGITAL PHYSEYE LEVEL W/H ROD 500LB/227KG CAP W/BMI W/O	Current
19	ADAPTER	Current
20	1 DOPPLEX AUDIO FETAL FIXED WATERPROOF 2MHZ PROBE	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	LOCATION OF CHATTELS - 315 - 12445 LAKE FRASER DR S.E., CALGARY, AB T2J 7A4	Current

Search ID #: Z13743876

Business Debtor Search For:

EAGLESMED GROUP INC.

Search ID #: Z13743876

Date of Search: 2021-Apr-21

Time of Search: 14:37:07

Registration Number: 17011115123

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jan-11

Registration Status: Current

Expiry Date: 2023-Jan-11 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17021023778	Amendment	2017-Feb-10
21030516168	Amendment	2021-Mar-05

Debtor(s)

Block

Status

1 EAGLESMED GROUP INC.
315-12445 LAKE FRASER DRIVE SE
CALGARY, AB T2J7A4

Current

Block

Status

2 CHRIS MUSAH PROFESSIONAL CORPORATION
315-12445 LAKE FRASER DRIVE SE
CALGARY, AB T2J7A4

Current

Block

Status

3 MUSAH, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Current

Birth Date:
1970-Jul-27

Block

Status

4 MUSAH, CHRISTOPHER, AUDU
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Current

Birth Date:
1970-Jul-27

Search ID #: Z13743876

Block

5 MUSAH, AUDU, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-27

Status
Current

Block

6 MUSAH, AUDU
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-27

Status
Current

Block

7 MUSAH, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-24

Status
Current by
17021023778

Block

8 MUSAH, CHRISTOPHER, AUDU
2630 EVERGREEN BLUFFS WAY
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-24

Status
Current by
17021023778

Block

9 MUSAH, AUDU, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-24

Status
Current by
17021023778

Secured Party / Parties

Block

1 ECN BUSINESS MANAGEMENT INC.
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Status
Deleted by
21030516168

Block

2 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9

Status
Current by
21030516168

Search ID #: Z13743876

Email: caroline.thomas@cwbnationalleasing.com

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	NEW LASER EQUIPMENT TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z13743876

Business Debtor Search For:

EAGLESMED GROUP INC.

Search ID #: Z13743876

Date of Search: 2021-Apr-21

Time of Search: 14:37:07

Registration Number: 17011115241

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jan-11

Registration Status: Current

Expiry Date: 2027-Jan-11 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18022607764	Amendment	2018-Feb-26
20072231711	Amendment	2020-Jul-22
21030516323	Amendment	2021-Mar-05

Debtor(s)

Block

Status
Current

1 EAGLESMED GROUP INC.
315-12445 LAKE FRASER DRIVE SE
CALGARY, AB T2J7A4

Block

Status
Current

2 CHRIS MUSAH PROFESSIONAL CORPORATION
315-12445 LAKE FRASER DRIVE SE
CALGARY, AB T2J7A4

Block

Status
Current

3 MUSAH, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-24

Block

Status
Current

4 MUSAH, CHRISTOPHER, AUDU
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Search ID #: Z13743876

Birth Date:
1970-Jul-24

Block

5 MUSAH, AUDU, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Status
Current

Birth Date:
1970-Jul-24

Block

6 MUSAH, AUDU
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Status
Current

Birth Date:
1970-Jul-24

Secured Party / Parties

Block

1 ECN BUSINESS MANAGEMENT INC.
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Status
Deleted by
18022607764

Block

2 CWB NL FINANCIAL INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9

Status
Deleted by
20072231711

Block

3 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9
Email: ppsa.administration@cwbnationalleasing.com

Status
Current by
20072231711

Collateral: General

Block

Description

1 A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER
ACQUIRED PERSONAL PROPERTY

Status

Deleted By
20072231711

Search ID #: Z13743876

- | | | |
|---|---|---------------------------|
| 2 | COVID REWRITE. AGREEMENT NUMBER CHANGED FROM 2901300 TO 3002484 | Deleted By
21030516323 |
| | ALL MEDICAL EQUIPMENT OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3002484, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM. | |
| | A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY | |
| 3 | A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. | Current By
21030516323 |

Particulars

Block **Additional Information**

Status

- | | | |
|---|-----------------------------------|---------------------------|
| 1 | Purchase Money Security Interest. | Current By
20072231711 |
|---|-----------------------------------|---------------------------|

Search ID #: Z13743876

Business Debtor Search For:

EAGLESMED GROUP INC.

Search ID #: Z13743876

Date of Search: 2021-Apr-21

Time of Search: 14:37:07

Registration Number: 20020521219

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Feb-05

Registration Status: Current

Expiry Date: 2025-Feb-05 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 EAGLESMED GROUP INC.
12445 LAKE FRASER DRIVE S.E.
CALGARY, AB T2J 7A4

Current

Block

Status

2 MUSAH, CHRISTOPHER
2630 EVERCREEK BLUFFS WAY
CALGARY, AB T2Y 4V7

Current

Birth Date:
1970-Jul-24

Secured Party / Parties

Block

Status

1 RCAP LEASING INC.
5575 NORTH SERVICE RD, STE 300
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Current

Collateral: General

Block

Description

Status

1 ALL EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS. 1 SONOSITE EDGE II ULTRASOUND SYSTEM 1.3 + 1 TRANSDUCER ICTX/8-5 MHZ, ROHS + 1 TRANSDUCER HFL38XI/13-6 MHA, ROHS + 1 TRANSDUCER RC60XI/5-2 MHZ, ROHS + 1 EDGE STAND + 1 TRIPLE TRANSDUCER CONNECT QU NON D2 COMPATIBLE ROHS + 1 CARRY CASE + 1 SONOSITE MOBILE SOLUTIONS POWERPARK

Current

Search ID #: Z13743876

Business Debtor Search For:

EAGLESMED GROUP INC.

Search ID #: Z13743876

Date of Search: 2021-Apr-21

Time of Search: 14:37:07

Registration Number: 20021006052

Registration Type: LAND CHARGE

Registration Date: 2020-Feb-10

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 EAGLESMED GROUP INC.
450, 808 - 4TH AVENUE SW
CALGARY, AB T2P 3E8

Secured Party / Parties

Block

Status

Current

1 BANK OF MONTREAL
350 - 7TH AVENUE SW, 6TH FLOOR
CALGARY, AB T2P 3N9
Email: CLST.REGISTRYCONFIRMATIONS@BMO.COM

Search ID #: Z13743876

Business Debtor Search For:

EAGLESMED GROUP INC.

Search ID #: Z13743876

Date of Search: 2021-Apr-21

Time of Search: 14:37:07

Registration Number: 21021027605

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Feb-10

Registration Status: Current

Expiry Date: 2046-Feb-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 EAGLESMED GROUP INC.
213, 12445 LAKE FRASER DRIVE SW
CALGARY, AB T2J 7A4

Current

Secured Party / Parties

Block

Status

1 10460010 CANADA INC.
900, 335 8 AVENUE SW
CALGARY, AB T2P 1C9
Phone #: 403 266 5544 Fax #: 403 262 4900
Email: craig.shein@colliers.com

Current

Collateral: General

Block

Description

Status

1 All inventory, fixtures, equipment, furniture and chattels of the Debtor, from time to time,
situated on the following leased lands:

Current

213, 12445 Lake Fraser Drive SW
Calgary, Alberta T2J 7A4

Result Complete

APPENDIX "I"

Search ID #: Z13743875

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 03363250-EDD3 5
1430

Search ID #: Z13743875

Date of Search: 2021-Apr-21

Time of Search: 14:37:02

Business Debtor Search For:

CHRIS MUSAH PROFESSIONAL CORPORATION

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z13743875

Business Debtor Search For:

CHRIS MUSAH PROFESSIONAL CORPORATION

Search ID #: Z13743875

Date of Search: 2021-Apr-21

Time of Search: 14:37:02

Registration Number: 17011115123

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jan-11

Registration Status: Current

Expiry Date: 2023-Jan-11 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

17021023778

Amendment

2017-Feb-10

21030516168

Amendment

2021-Mar-05

Debtor(s)

Block

Status

1 EAGLESMED GROUP INC.
315-12445 LAKE FRASER DRIVE SE
CALGARY, AB T2J7A4

Current

Block

Status

2 CHRIS MUSAH PROFESSIONAL CORPORATION
315-12445 LAKE FRASER DRIVE SE
CALGARY, AB T2J7A4

Current

Block

Status

3 MUSAH, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Current

Birth Date:
1970-Jul-27

Block

Status

4 MUSAH, CHRISTOPHER, AUDU
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Current

Birth Date:
1970-Jul-27

Search ID #: Z13743875

Block

5 MUSAH, AUDU, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-27

Status
Current

Block

6 MUSAH, AUDU
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-27

Status
Current

Block

7 MUSAH, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY
CAGLARY, AB T2Y4V7

Birth Date:
1970-Jul-24

Status
Current by
17021023778

Block

8 MUSAH, CHRISTOPHER, AUDU
2630 EVERGREEN BLUFFS WAY
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-24

Status
Current by
17021023778

Block

9 MUSAH, AUDU, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-24

Status
Current by
17021023778

Secured Party / Parties

Block

1 ECN BUSINESS MANAGEMENT INC.
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Status
Deleted by
21030516168

Search ID #: Z13743875

Block

2 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9
Email: caroline.thomas@cwbnationalleasing.com

Status

Current by
21030516168

Collateral: General

Block

Description

1 NEW LASER EQUIPMENT TOGETHER WITH ANY AND ALL PRESENT AND FUTURE ACQUIRED PARTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Status

Current

Search ID #: Z13743875

Business Debtor Search For:

CHRIS MUSAH PROFESSIONAL CORPORATION

Search ID #: Z13743875

Date of Search: 2021-Apr-21

Time of Search: 14:37:02

Registration Number: 17011115241

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jan-11

Registration Status: Current

Expiry Date: 2027-Jan-11 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18022607764	Amendment	2018-Feb-26
20072231711	Amendment	2020-Jul-22
21030516323	Amendment	2021-Mar-05

Debtor(s)

Block

Status
Current

1 EAGLESMED GROUP INC.
315-12445 LAKE FRASER DRIVE SE
CALGARY, AB T2J7A4

Block

Status
Current

2 CHRIS MUSAH PROFESSIONAL CORPORATION
315-12445 LAKE FRASER DRIVE SE
CALGARY, AB T2J7A4

Block

Status
Current

3 MUSAH, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Birth Date:
1970-Jul-24

Block

Status
Current

4 MUSAH, CHRISTOPHER, AUDU
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Search ID #: Z13743875

Birth Date:
1970-Jul-24

Block

5 MUSAH, AUDU, CHRISTOPHER
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Status
Current

Birth Date:
1970-Jul-24

Block

6 MUSAH, AUDU
2630 EVERGREEN BLUFFS WAY SW
CALGARY, AB T2Y4V7

Status
Current

Birth Date:
1970-Jul-24

Secured Party / Parties

Block

1 ECN BUSINESS MANAGEMENT INC.
900-4 ROBERT SPECK PARKWAY
MISSISSAUGA, ON L4Z1S1

Status
Deleted by
18022607764

Block

2 CWB NL FINANCIAL INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9

Status
Deleted by
20072231711

Block

3 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T1L9
Email: ppsa.administration@cwbnationalleasing.com

Status
Current by
20072231711

Collateral: General

Block

Description

1 A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER
ACQUIRED PERSONAL PROPERTY

Status

Deleted By
20072231711

Search ID #: Z13743875

- | | | |
|---|--|---------------------------|
| 2 | COVID REWRITE. AGREEMENT NUMBER CHANGED FROM 2901300 TO 3002484

ALL MEDICAL EQUIPMENT OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3002484, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY | Deleted By
21030516323 |
| 3 | A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. | Current By
21030516323 |

Particulars

Block **Additional Information**

Status

- | | | |
|---|-----------------------------------|---------------------------|
| 1 | Purchase Money Security Interest. | Current By
20072231711 |
|---|-----------------------------------|---------------------------|

Search ID #: Z13743875

Business Debtor Search For:

CHRIS MUSAH PROFESSIONAL CORPORATION

Search ID #: Z13743875

Date of Search: 2021-Apr-21

Time of Search: 14:37:02

Registration Number: 18051024943

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-May-10

Registration Status: Current

Expiry Date: 2023-May-10 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 CHRIS MUSAH PROFESSIONAL CORPORATION
2630 EVERCREEK BLUFFS WAY SW
CALGARY, AB T2Y 4V7

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET
TORONTO, ON M5B 2L7

Current

Collateral: General

Block

Description

Status

1 LF377 All present and after acquired personal property.

Current

Particulars

Block

Additional Information

Status

1 This is a Re-Registration of Registration number 13042427128 made pursuant to section 35(7) and 35(8) of the Personal Property Security Act.

Current

Search ID #: Z13743875

Business Debtor Search For:

CHRIS MUSAH PROFESSIONAL CORPORATION

Search ID #: Z13743875

Date of Search: 2021-Apr-21

Time of Search: 14:37:02

Registration Number: 20021005837

Registration Type: LAND CHARGE

Registration Date: 2020-Feb-10

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 CHRIS MUSAH PROFESSIONAL CORPORATION
450, 808 - 4 AVENUE NW
CALGARY, AB T2P 3E8

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
350 - 7TH AVENUE SW, 6TH FLOOR
CALGARY, AB T2P 3N9
Email: CLST.REGISTRYCONFIRMATIONS@BMO.COM

Current

Search ID #: Z13743875

Business Debtor Search For:

CHRIS MUSAH PROFESSIONAL CORPORATION

Search ID #: Z13743875

Date of Search: 2021-Apr-21

Time of Search: 14:37:02

Registration Number: 20071627021

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jul-16

Registration Status: Current

Expiry Date: 2025-Jul-16 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 CHRIS MUSAH PROFESSIONAL CORPORATION
450, 808 4 AVENUE NW
CALGARY, AB T2P 3E8

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL
635 8 AVE SW
CALGARY, AB T2P 3M3
Email: CLST.RegistryConfirmations@bmo.com

Current

Collateral: General

Block

Description

Status

1 ANY AND ALL PRESENT AND FUTURE ACCOUNTS AND MONIES AND ALL OTHER
INDEBTEDNESS, OBLIGATIONS AND LIABILITIES OF ANY KIND, DIRECT OR
INDIRECT, ABSOLUTE OR CONTINGENT, JOINT OR SEVERAL, OF EAGLESMED
GROUP INC., WHICH ARE NOW OR HEREAFTER OWED TO THE DEBTOR.

Current

2 PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS,
DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY AND
INSURANCE PROCEEDS.

Current

Result Complete

APPENDIX "J"

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller

(For Use in Designated Agency Brokerages)

THE BROKERAGE (WE)

Between
and

THE SELLER (YOU)

Name RE/MAX First

Name DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein),
~~and not in its personal capacity.~~

Name _____

Name Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President

1. THE PROPERTY

1.1 The land and buildings at (municipal address): #702, 10 Shawnee Hill SW, Calgary AB.,

including the following goods not attached to the land and buildings:

and all goods attached to the land and buildings, **except**:

Legal Description (to be used for non-condominium and non-country residential properties only):

Plan _____ Block _____ Lot _____

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

Condominium Property Schedule

Country Residential Property Schedule

1.2 You authorize us to offer the property for sale for \$359,900 _____, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is 30 Days Negotiable subject to Court Approval _____

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint Kent Faubert (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on May 05, 2021 at 12:00 p.m.

It ends on November 05, 2021 at 10:00 p.m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:

- (a) be impartial in our dealings with you and other buyers represented by us interested in the property.
- (b) make sure the designated agent that represents you meets our applicable policies and procedures.
- (c) supervise the designated agent and support staff to make sure their responsibilities are met.
- (d) hold money we receive in trust, as the *Real Estate Act* requires.
- (e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

- 4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
- (a) market the property, until the property is sold under this agreement, or this agreement ends.
 - (b) keep you informed of their marketing activities and any resulting transaction.
 - (c) tell any buyer interested in the property that they are your agent.
 - (d) tell buyers of all material latent defects affecting the property that they are aware of.
 - (e) help you negotiate favourable terms and conditions with a buyer.
 - (f) help you to prepare and comply with a contract to sell the property.
 - (g) present all offers and counter-offers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
 - (h) tell you relevant facts about the transaction.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER

- 5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.
- 5.2 You request and the designated agent agrees to provide the following other services:
- (a) to install a lock-box on the property to provide access to authorized persons. Yes No
 - (b) _____
 - (c) _____
 - (d) _____

6. YOUR RESPONSIBILITIES

- 6.1 During this agreement you must:
- (a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
 - (b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
 - (c) communicate and cooperate with us.
 - (d) tell us if the property's condition, status or title changes.
 - (e) tell us about inquiries you make or receive about the sale of the property.
 - (f) determine whether the sale of the property is subject to GST.
 - (g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.
- 6.2 During this agreement and 30 _____ days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

- 7.1 You warrant:
- (a) you have authority to sell the property as described, including attached and unattached goods.
 - (b) no one else has a legal right to the attached and unattached goods.
 - (c) you have told us about all third party rights to the property that you know about.
 - (d) all information you give us is true to the best of your knowledge.
- 7.2 You warrant, to the best of your knowledge, the following are true:
- (a) the land and buildings are currently being used according to municipal bylaws.
 - (b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
 - (c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
 - (d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
 - (e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

8. DOWER CONSENT

- 8.1 The following questions must be answered if you are the only registered owner of the property:
- (a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) Yes No
 - (b) Have you or your spouse resided on the property at any time since your marriage? Yes No
- If you answered **yes** to both questions, your spouse will have to complete the Dower Consent and Acknowledgment and sign this agreement.

9. CONFLICTS OF INTEREST

- 9.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.
- 9.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.
- 9.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.
- 9.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.
- 9.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

10. OUR FEE AND LIMITS ON PAYMENTS

- 10.1 Our fee is
3% of Sale Price
(plus GST) and is due when the sale of the property is complete.
- 10.2 We will offer
1.5% of Sale Price
(plus GST) from our fee to the buyer's brokerage.
- 10.3 You must pay our fee if:
 - (a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
 - (b) in the 30 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
- 10.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by 10 days:
 - (a) after the sale is completed, or
 - (b) from when this agreement ends.
- 10.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.
- 10.6 You do not pay our fee if you:
 - (a) sell the property to a buyer excluded in writing from this agreement.
 - (b) sign a seller representation agreement with another brokerage that begins after this agreement ends.
- 10.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include:
n/a

- If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.
- 10.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.
 - 10.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).
 - 10.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.
 - 10.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

11. PERSONAL AND CONFIDENTIAL INFORMATION

- 11.1 You give your consent to us to collect, maintain, use and disclose your personal information (including images and audio and video recordings of the property) for this agreement and for all uses consistent with listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.
- 11.2 We may:
 - (a) include listing and sales information in databases of appropriate listing services, which we do not operate or control.
 - (b) keep and disclose listing, sales, and price information, which we or our designated agent may use for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.
- 11.3 You acknowledge that we, our real estate board and the listing service may:
 - (a) disclose the listing, sales and price information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.

- (b) use historical listing service data to gather, keep, and publish statistics which we may use to conduct comparative market analyses.
 - (c) use the listing, sales and price information as we and the listing service consider appropriate for listing, marketing, and selling real estate.
- 11.4** Any further or additional use of the listing, sales and price information will require your consent.
- 11.5** We will not:
- (a) give out any of your confidential information without your consent, unless required by law.
 - (b) use confidential information received from you or that we get as a result of performing under this agreement for any other purpose than those in this agreement unless you agree in writing.
 - (c) give you any confidential information we have because of a past or present agency relationship with someone else.

12. ONGOING OBLIGATIONS

12.1 Our duty to keep your information confidential continues after this agreement ends.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

- (a) Are you aware of material latent defects in the property? Yes No
- (b) Do you know of any defects that would be expensive to fix? Yes No
- (c) Have you received any government or local authority notices? Yes No
- (d) Do you know of any lack of permits for any development on the property? Yes No

If **yes** to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

16. EARLY END TO THIS AGREEMENT

16.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

- (a) you complete a sale of the property.
- (b) we and you agree in writing to an earlier end date.
- (c) our licence to trade in real estate is suspended or cancelled.
- (d) we are bankrupt, insolvent, or we are in receivership.
- (e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
- (f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in 1.1, this agreement includes these attached documents:

17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

17.3 Words with a singular meaning may be read as plural when required by the context.

17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

17.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

17.7 The laws of the Province of Alberta govern this agreement.

17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

18. SELLER ACKNOWLEDGMENT

- 18.1 You acknowledge that:
- (a) you have read this agreement.
 - (b) you have received and read the Guide.
 - (c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
 - (d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
 - (e) this agreement accurately sets out what we and you agree to.

19. CONTACT INFORMATION

19.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

Seller: DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein), and not in its personal capacity.

Name _____

Address Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President
700, 850 - 2nd Street SW, Calgary, AB T2P 0R8 (Postal Code)

Phone: 403-261-8135 / 403-503-1423 Fax: _____

Email: radlington@deloitte.ca / naomcgregor@deloitte.ca

Name _____

Address _____ (Postal Code)

Phone: _____ Fax: _____

Email: _____

BROKERAGE:

Name RE/MAX First

Address 115, 8820 Blackfoot Trail SE Calgary AB T2J 3J1
(Postal Code)

Phone: (403)278-2900 Fax: _____

Email: _____

BROKERAGE REPRESENTATIVE:

Name Kent Faubert

Address: c/o the Brokerage

Phone: 4038136874 Fax: _____

Email: kentfaubert@gmail.com

19.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

19.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on _____, 20____.

Signature of Seller _____
DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein), and not in its personal capacity.
Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President

Print Name of Seller _____

Signature of Seller _____

Print Name of Seller _____

Signature of Witness _____

Print Name of Witness _____

Signature of Witness _____

Print Name of Witness _____

Signature of Brokerage Representative _____

Kent Faubert RE/MAX First
Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement _____

_____: _____.m. on _____, 20____.

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use in Designated Agency Brokerages)

Between
and

THE BROKERAGE (WE) **THE SELLER (YOU)**

Name RE/MAX First

Name DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein),
and not in its personal capacity.

Name _____

Name Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President

1. THE PROPERTY

1.1 The land and buildings at (municipal address): #703, 10 Shawnee Hill SW, Calgary AB.,

including the following goods not attached to the land and buildings:

and all goods attached to the land and buildings, **except**:

Legal Description (to be used for non-condominium and non-country residential properties only):

Plan _____ Block _____ Lot _____

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

Condominium Property Schedule

Country Residential Property Schedule

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1.3 The proposed possession date is 30 Days Negotiable subject to Court Approval

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2.1 You give us the exclusive right to offer the property for sale. We appoint Kent Faubert (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

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2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on May 05, 2021 at 12:00 p.m.

It ends on November 05, 2021 at 10:00 p.m.

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3.1 During this agreement we must:

- (a) be impartial in our dealings with you and other buyers represented by us interested in the property.
- (b) make sure the designated agent that represents you meets our applicable policies and procedures.
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- 4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
- (a) market the property, until the property is sold under this agreement, or this agreement ends.
 - (b) keep you informed of their marketing activities and any resulting transaction.
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- 5.2 You request and the designated agent agrees to provide the following other services:
- (a) to install a lock-box on the property to provide access to authorized persons. Yes No
 - (b) _____
 - (c) _____
 - (d) _____

6. YOUR RESPONSIBILITIES

- 6.1 During this agreement you must:
- (a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
 - (b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
 - (c) communicate and cooperate with us.
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 - (d) all information you give us is true to the best of your knowledge.
- 7.2 You warrant, to the best of your knowledge, the following are true:
- (a) the land and buildings are currently being used according to municipal bylaws.
 - (b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
 - (c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
 - (d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
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- 8.1 The following questions must be answered if you are the only registered owner of the property:
- (a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) Yes No
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(plus GST) and is due when the sale of the property is complete.
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(plus GST) from our fee to the buyer's brokerage.
- 10.3** You must pay our fee if:
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12.1 Our duty to keep your information confidential continues after this agreement ends.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

- (a) Are you aware of material latent defects in the property? Yes No
- (b) Do you know of any defects that would be expensive to fix? Yes No
- (c) Have you received any government or local authority notices? Yes No
- (d) Do you know of any lack of permits for any development on the property? Yes No

If **yes** to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

16. EARLY END TO THIS AGREEMENT

16.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

- (a) you complete a sale of the property.
- (b) we and you agree in writing to an earlier end date.
- (c) our licence to trade in real estate is suspended or cancelled.
- (d) we are bankrupt, insolvent, or we are in receivership.
- (e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
- (f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in 1.1, this agreement includes these attached documents:

17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.

17.3 Words with a singular meaning may be read as plural when required by the context.

17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.

17.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.

17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.

17.7 The laws of the Province of Alberta govern this agreement.

17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

18. SELLER ACKNOWLEDGMENT

- 18.1 You acknowledge that:
- (a) you have read this agreement.
 - (b) you have received and read the Guide.
 - (c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
 - (d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
 - (e) this agreement accurately sets out what we and you agree to.

19. CONTACT INFORMATION

19.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

Seller: DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein), and not in its personal capacity.

Name _____

Address Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President
700, 850 - 2nd Street SW, Calgary, AB T2P 0R8 (Postal Code)

Phone: 403-261-8135 / 403-503-1423 Fax: _____

Email: radlington@deloitte.ca / naomcgregor@deloitte.ca

Name _____

Address _____ (Postal Code)

Phone: _____ Fax: _____

Email: _____

BROKERAGE:

Name RE/MAX First

Address 115, 8820 Blackfoot Trail SE Calgary AB T2J 3J1
(Postal Code)

Phone: (403)278-2900 Fax: _____

Email: _____

BROKERAGE REPRESENTATIVE:

Name Kent Faubert

Address: c/o the Brokerage

Phone: 4038136874 Fax: _____

Email: kentfaubert@gmail.com

19.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

19.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on _____, 20____.

Signature of Seller DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein), and not in its personal capacity.
Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President

Print Name of Seller _____

Signature of Seller _____

Print Name of Seller _____

Signature of Witness _____

Print Name of Witness _____

Signature of Witness _____

Print Name of Witness _____

Signature of Brokerage Representative _____

Kent Faubert RE/MAX First
Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement _____

_____: _____.m. on _____, 20____.

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use in Designated Agency Brokerages)

Between
THE BROKERAGE (WE) and **THE SELLER (YOU)**

Name RE/MAX First

Name DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein),
~~and not in its personal capacity.~~

Name _____

Name Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President

1. THE PROPERTY

1.1 The land and buildings at (municipal address): 16 Cutbank CL, Rural Red Deer County, AB., T0M 1S0

including the following goods not attached to the land and buildings:

and all goods attached to the land and buildings, **except**:

Legal Description (to be used for non-condominium and non-country residential properties only):

Plan 1860TR Block A Lot 16

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 17.1.

- Condominium Property Schedule**
- Country Residential Property Schedule**

1.2 You authorize us to offer the property for sale for \$775,000, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is 30 Days Negotiable with Court approval

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint Kent Faubert and/or Dustin Henfry (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.

2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.

2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.

2.4 This agreement begins on May 05, 2021 at 12:00 p.m.

It ends on November 05, 2021 at 10:00 p.m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:

- (a) be impartial in our dealings with you and other buyers represented by us interested in the property.
- (b) make sure the designated agent that represents you meets our applicable policies and procedures.
- (c) supervise the designated agent and support staff to make sure their responsibilities are met.
- (d) hold money we receive in trust, as the *Real Estate Act* requires.
- (e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES

4.1 The designated agent must meet their agency responsibilities to you in a timely manner.

- 4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
- (a) market the property, until the property is sold under this agreement, or this agreement ends.
 - (b) keep you informed of their marketing activities and any resulting transaction.
 - (c) tell any buyer interested in the property that they are your agent.
 - (d) tell buyers of all material latent defects affecting the property that they are aware of.
 - (e) help you negotiate favourable terms and conditions with a buyer.
 - (f) help you to prepare and comply with a contract to sell the property.
 - (g) present all offers and counter-offers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
 - (h) tell you relevant facts about the transaction.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER

5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

5.2 You request and the designated agent agrees to provide the following other services:

- (a) to install a lock-box on the property to provide access to authorized persons. Yes No
- (b) _____
- (c) _____
- (d) _____

6. YOUR RESPONSIBILITIES

6.1 During this agreement you must:

- (a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
- (b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
- (c) communicate and cooperate with us.
- (d) tell us if the property's condition, status or title changes.
- (e) tell us about inquiries you make or receive about the sale of the property.
- (f) determine whether the sale of the property is subject to GST.
- (g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

6.2 During this agreement and 30 _____ days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

7.1 You warrant:

- (a) you have authority to sell the property as described, including attached and unattached goods.
- (b) no one else has a legal right to the attached and unattached goods.
- (c) you have told us about all third party rights to the property that you know about.
- (d) all information you give us is true to the best of your knowledge.

7.2 You warrant, to the best of your knowledge, the following are true:

- (a) the land and buildings are currently being used according to municipal bylaws.
- (b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
- (c) the location of the buildings or improvements meet municipal bylaws or regulations **or** the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
- (d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
- (e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

8. DOWER CONSENT

8.1 The following questions must be answered if you are the only registered owner of the property:

- (a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) Yes No
- (b) Have you or your spouse resided on the property at any time since your marriage? Yes No

If you answered **yes** to both questions, your spouse will have to complete the Dower Consent and Acknowledgment and sign this agreement.

9. CONFLICTS OF INTEREST

- 9.1** It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.
- 9.2** A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.
- 9.3** If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.
- 9.4** If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.
- 9.5** If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

10. OUR FEE AND LIMITS ON PAYMENTS

- 10.1** Our fee is
3% of Sale Price

(plus GST) and is due when the sale of the property is complete.
- 10.2** We will offer
1.5% of Sale Price

(plus GST) from our fee to the buyer's brokerage.
- 10.3** You must pay our fee if:
- (a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
 - (b) in the 30 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
- 10.4** You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by 10 days:
- (a) after the sale is completed, or
 - (b) from when this agreement ends.
- 10.5** You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.
- 10.6** You do not pay our fee if you:
- (a) sell the property to a buyer excluded in writing from this agreement.
 - (b) sign a seller representation agreement with another brokerage that begins after this agreement ends.
- 10.7** If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include:
n/a

- If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.
- 10.8** If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.
- 10.9** You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).
- 10.10** If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.
- 10.11** We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

11. PERSONAL AND CONFIDENTIAL INFORMATION

- 11.1** You give your consent to us to collect, maintain, use and disclose your personal information (including images and audio and video recordings of the property) for this agreement and for all uses consistent with listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.
- 11.2** We may:
- (a) include listing and sales information in databases of appropriate listing services, which we do not operate or control.
 - (b) keep and disclose listing, sales, and price information, which we or our designated agent may use for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.
- 11.3** You acknowledge that we, our real estate board and the listing service may:
- (a) disclose the listing, sales and price information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.

- (b) use historical listing service data to gather, keep, and publish statistics which we may use to conduct comparative market analyses.
 - (c) use the listing, sales and price information as we and the listing service consider appropriate for listing, marketing, and selling real estate.
- 11.4 Any further or additional use of the listing, sales and price information will require your consent.
- 11.5 We will not:
- (a) give out any of your confidential information without your consent, unless required by law.
 - (b) use confidential information received from you or that we get as a result of performing under this agreement for any other purpose than those in this agreement unless you agree in writing.
 - (c) give you any confidential information we have because of a past or present agency relationship with someone else.

12. ONGOING OBLIGATIONS

12.1 Our duty to keep your information confidential continues after this agreement ends.

13. INDEMNIFICATION

13.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

14. PROPERTY INFORMATION, NOTICES AND PERMITS

14.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

- (a) Are you aware of material latent defects in the property? Yes No
- (b) Do you know of any defects that would be expensive to fix? Yes No
- (c) Have you received any government or local authority notices? Yes No
- (d) Do you know of any lack of permits for any development on the property? Yes No

If **yes** to any of the above, complete the Defect Disclosure Instruction Schedule.

15. ADDITIONAL TERMS (IF ANY)

16. EARLY END TO THIS AGREEMENT

16.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:

- (a) you complete a sale of the property.
- (b) we and you agree in writing to an earlier end date.
- (c) our licence to trade in real estate is suspended or cancelled.
- (d) we are bankrupt, insolvent, or we are in receivership.
- (e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
- (f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

17. OTHER DETAILS ABOUT THIS AGREEMENT

17.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in 1.1, this agreement includes these attached documents:

- 17.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.
- 17.3 Words with a singular meaning may be read as plural when required by the context.
- 17.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.
- 17.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.
- 17.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.
- 17.7 The laws of the Province of Alberta govern this agreement.
- 17.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

18. SELLER ACKNOWLEDGMENT

- 18.1 You acknowledge that:
- (a) you have read this agreement.
 - (b) you have received and read the Guide.
 - (c) this agreement creates a sole agency relationship with the designated agent, as the Guide describes.
 - (d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
 - (e) this agreement accurately sets out what we and you agree to.

19. CONTACT INFORMATION

19.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

Seller: DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein), and not in its personal capacity.

Name _____

Address Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President
700, 850 - 2nd Street SW, Calgary, AB T2P 0R8 (Postal Code)

Phone: 403-261-8135 / 403-503-1423 Fax: _____

Email: radlington@deloitte.ca / naomcgregor@deloitte.ca

Name _____

Address _____ (Postal Code)

Phone: _____ Fax: _____

Email: _____

BROKERAGE:

Name RE/MAX First and RE/MAX Real Estate Central Alberta - Red Deer

Address 115, 8820 Blackfoot Trail SE Calgary AB T2J 3J1 (Postal Code)

Phone: (403)278-2900 Fax: _____

Email: _____

BROKERAGE REPRESENTATIVE:

Name Kent Faubert and/or Dustin Henfrey

Address: c/o the Brokerage

Phone: 403-813-6874 / 403-358-6979 Fax: _____

Email: kentfaubert@gmail.com / dustinh@remax.net

19.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

19.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:
SIGNED AND DATED on _____, 20____.

Signature of Seller _____
DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein), and not in its personal capacity.
Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President

Print Name of Seller _____

Signature of Seller _____

Print Name of Seller _____

Signature of Witness _____

Print Name of Witness _____

Signature of Witness _____

Print Name of Witness _____

Signature of Brokerage Representative _____

Kent Faubert
Print Name of Brokerage Representative

Seller: Initial here to show you have received a copy of this Agreement _____

_____: _____.m. on _____, 20____.

APPENDIX "K"

EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller
(For Use in Common Law Brokerages)

Between

THE BROKERAGE (WE)

and

THE SELLER (YOU)

Name R oyã Lepã ge Va l l e y Realty

Name DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein), and not in its personal capacity.

Name _____

Name Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President

1. THE PROPERTY

1.1 The land and buildings at (municipal address): 13801 - 92 Street, Peace Rive, Alberta T8S 1X1

including the following goods not attached to the land and buildings:

and all goods attached to the land and buildings, **except:**

Legal Description (to be used for non-condominium and non-country residential properties only):

Plan 0729442 Block 3 Lot 19

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 16.1.

- Condominium Property Schedule
 Country Residential Property Schedule

1.2 You authorize us to offer the property for sale for \$ 75,000, including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is 30 days negotiable subject to Court Approval _____

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale and you appoint us as your exclusive agent to represent you in selling the property. This agreement creates a sole agency relationship with the brokerage under common law, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent during this agreement. However, we may represent buyers and other sellers.

2.2 This agreement begins on May 5, 2021 at 12:00 p.m.
It ends on November 5, 2021 at 12:00 p.m.

3. OUR RESPONSIBILITIES

3.1 We must meet our agency responsibilities to you in a timely manner.

3.2 In addition to the responsibilities described in the Guide, we must also:

- (a) market the property, until the property is sold under this agreement, or this agreement ends.
- (b) keep you informed of our marketing activities and any resulting transaction.
- (c) tell any buyer interested in the property that we are your agent.
- (d) tell buyers of all material latent defects affecting the property that we are aware of.
- (e) help you negotiate favourable terms and conditions with a buyer.
- (f) help you to prepare and comply with a contract to sell the property.
- (g) present all offers and counter-offers to and from you, even when you have accepted a purchase contract. However, we need not seek additional offers while there is an unconditional purchase contract.
- (h) tell you relevant facts about the transaction.
- (i) hold money we receive in trust, as the *Real Estate Act* requires.
- (j) give you a copy of this agreement as soon as possible after signing.

8.5 If we do not continue to act as your sole agent, you may choose another brokerage, ask us to refer you to another brokerage, or have a customer relationship with us. If you are a customer, our responsibilities are limited to those outlined in the Guide.

9. OUR FEE AND LIMITS ON PAYMENTS

9.1 Our fee is

7% of the first \$100,000 and 3% on the remaining

(plus GST) and is due when the sale of the property is complete.

9.2 We will offer

50%

(plus GST) from our fee to the buyer's brokerage.

9.3 You must pay our fee if:

- (a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
- (b) in the 30 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

9.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by 10 days:

- (a) after the sale is completed, or
- (b) from when this agreement ends.

9.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

9.6 You do not pay our fee if you:

- (a) sell the property to a buyer excluded in writing from this agreement.
- (b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

9.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: n/a

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

9.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

9.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).

9.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

9.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

10. PERSONAL AND CONFIDENTIAL INFORMATION

10.1 You give your consent to us to collect, maintain, use and disclose your personal information (including images and audio and video recordings of the property) for this agreement and for all uses consistent with listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

10.2 We may:

- (a) include listing and sales information in databases of appropriate listing services, which we do not operate or control.
- (b) keep and disclose listing, sales, and price information, which we or our brokerage representative may use for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

10.3 You acknowledge that we, our real estate board and the listing service may:

- (a) disclose the listing, sales and price information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
- (b) use historical listing service data to gather, keep, and publish statistics which we may use to conduct comparative market analyses.
- (c) use the listing, sales and price information as we and the listing service consider appropriate for listing, marketing, and selling real estate.

10.4 Any further or additional use of the listing, sales and price information will require your consent.

10.5 We will not:

- (a) give out any of your confidential information without your consent, unless required by law.



(e) this agreement accurately sets out what we and you agree to.

18. CONTACT INFORMATION

18.1 The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

SELLER: DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein),
and not in its personal capacity.
Name _____
Ryan Adlington, CPA, CA, CIRP, LIT
Address _____
Senior Vice-President
700, 850 - 2nd Street SW, Calgary, AB T2P 0R8 (postal code)
Phone: 403-261-8135 / 403-503-1423 Fax: _____
Email: radlington@deloitte.ca / naomcgregor@deloitte.ca

Name _____
Address _____ (postal code)
Phone: _____ Fax: _____
Email: _____

BROKERAGE:
Name Royal Le Page Valley Realty
Address _____ (postal code)
Phone: _____ Fax: _____
Email: _____

BROKERAGE REPRESENTATIVE:
Name _____
Address: c/o the Brokerage
Phone: _____ Fax: _____
Email: _____

- 18.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.
- 18.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

SIGNATURES:

SIGNED AND DATED on _____, 20____.

Signature of Seller DELOITTE RESTRUCTURING INC.
Solely in its capacity as Receiver and Manager of the Property (as defined herein), and not in its personal capacity.
Print Name of Seller Ryan Adlington, CPA, CA, CIRP, LIT
Senior Vice-President
Signature of Witness _____
Print Name of Witness _____
Signature of Brokerage Representative _____

Signature of Seller _____
Print Name of Seller _____
Signature of Witness _____
Print Name of Witness _____
Dianne Lavoie
Print Name of Brokerage Representative _____

Seller: Initial here to show you have received a copy of this Agreement _____

Initials Dated at _____m. on _____, 20____.



APPENDIX "L"

THIS DECLARATION OF BARE TRUST AND NOMINEE AGREEMENT
(the "**Agreement**") is dated and effective as of the 10th day of September, 2015.
(the "**Effective Date**").

BETWEEN:

Vanessa Osilamah Musah and Joshua Igenegba Musah
(collectively, the "**Beneficial Owners**")

- and -

Christopher Musah Professional Corporation
(the "**Nominee**")

RECITALS:

A. The Nominee is the registered owner of the following properties:

- (i) #702, 10 Shawnee Hill SW, Calgary, Alberta;
- (ii) #703, 10 Shawnee Hill SW, Calgary, Alberta; and
- (iii) #16 Cutbank Close, Red Deer County, Alberta.

(collectively, the "**Properties**").

B. Legal title to the Properties has been registered in the name of the Nominee at the Southern Alberta Land Titles Registry and the Nominee has acquired and holds legal title to the Properties, as nominee, agent and bare trustee for the sole benefit and account of the Beneficial Owners as principals and Beneficial Owners, in accordance with this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment

The Beneficial Owners hereby appoint the Nominee as its nominee, agent and bare trustee to hold legal title to the Properties for and on behalf of the Beneficial Owners, subject always to the terms and conditions of this Agreement.

2. Nominee's Agreements

The Nominee hereby acknowledges and agrees that:

- (a) the Nominee has acquired and holds the legal title to the Properties as nominee, agent and bare trustee for the sole benefit and account of the Beneficial Owners as principals and Beneficial Owners and the Nominee has and will have no equitable or beneficial interest therein, and the equitable and beneficial interest in the Properties will be vested solely and exclusively in the Beneficial Owners;

- (b) any benefit, interest, profit or advantage arising out of or accruing from the Properties is and will continue to be a benefit, interest, profit or advantage of the Beneficial Owners and if received by the Nominee will be received and held by the Nominee for the sole use, benefit and advantage of the Beneficial Owners and the Nominee will account to the Beneficial Owners for any money or other consideration paid to or to the order of the Nominee in connection with the Properties as directed in writing by the Beneficial Owners;
- (c) the Nominee will, upon the direction of the Beneficial Owners, deal with the Properties and do all acts and things in respect of the Properties at the expense of and as directed by the Beneficial Owners from time to time and will assign, transfer, convey, lease, pledge, charge, or otherwise deal with the Properties or any portion thereof at any time and from time to time in such manner as the Beneficial Owners may determine, to the extent permitted under all relevant laws, without limiting the generality of the foregoing, the Nominee will transfer legal title to the Properties to or as directed by the Beneficial Owners forthwith upon the written demand of the Beneficial Owners; and
- (d) the Nominee will not deal with the Properties in any way or execute any instrument, document or encumbrance in respect of the Properties without the prior consent or direction of the Beneficial Owners.

3. Indemnity by Beneficial Owners

The Beneficial Owners hereby agree to indemnify and save harmless the Nominee against any and all liability, loss, cost, action, claim or expense resulting from the Nominee's holding of title to or dealing with the Properties as directed by the Beneficial Owners from time to time, except to the extent that the same results from a dishonest, fraudulent or negligent act or omission of the Nominee or its employees or agents.

4. Further Assurances

The Nominee will perform all such other acts and things and execute all such other documents as are necessary or desirable in the reasonable opinion of the Beneficial Owners to evidence or carry out the terms or intent of this Agreement.

5. Governing Law

This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of Alberta, which will be deemed to be the proper law hereof, and the courts of Alberta will have the non-exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

6. Amendment

This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

SHAREHOLDERS AND BOARD OF DIRECTORS RESOLUTION
CHRIS MUSAH PROFESSIONAL CORPORATION (CMPC).

10 September 2015.

Matters:

1. Holding real properties in trust by Chris Professional corporation (CMPC), that belong to Minors: Joshua Igenegba Musah (Date of Birth: 15th September 2006), Special needs (Autistic) son of Dr Christopher Musah and Iris Khumalo-Musah and Vanessa Osilamah Musah.
2. CMPC holds the life insurance of Dr Chris Musah in trust as a beneficiary on behalf of Dr Chris Musah's Children (Vanessa Musah- Date of birth: 15 September 2003 and Joshua Musah- date of Birth 15 September 2006).

Resolution:

The only voting Shareholder (Dr Christopher Musah) resolves that the following properties are owned by Joshua Igenegba Musah and Vanessa Musah; and were purchased by funds that were due to Dr. Chris Musah, held by CMPC as shareholder loan for the total amount of the purchase price of properties described herewith, are owned by Joshua Musah and Vanessa Musah and held in trust by CMPC until the Children Legal aid lawyers or CMPC apply to the courts for transfer of these properties and Insurance policy beneficiary status to Dr Chris Musah's children when they reach the age of majority.

Real Properties:

1. Unit 702, Highbury luxury towers, 10 Shawnee Hill road, Calgary, Alberta.
2. Unit 703, Highbury luxury towers, 10 Shawnee Hill road, Calgary, Alberta.
3. 16 CutBank close, Pine Lake Alberta.

Signed 

10 Sept 2015

Dr. Christopher Musah

President, Sole owner, Sole Voting Shareholder and Sole voting Board member and Chairman of the board.

APPENDIX "M"

Cassels

April 22, 2021

Via E-Mail: chrismusah@gmail.com;
chris.dr.musahspractice@gmail.com

315, 12445 Lake Fraser Dr SE
Calgary, Alberta T2J 7A4

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151
file # 49073-9

Attention: Dr. Christopher Musah

Dear Sir:

**Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation – Court of Queen’s Bench File No. 2101-01130
Bare Trust Agreement and Sale of Property**

As you are aware, we are counsel to Deloitte Restructuring Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the property of Eaglesmed Group Inc. and Chris Musah Professional Corporation (“**CMPC**”). We are writing further to correspondence from your former counsel, Ryan Robertson, dated March 26, 2021 (the “**March 26th Correspondence**”), a copy of which is enclosed for your reference.

As part of the March 26th Correspondence, Mr. Robertson provided us with a Declaration of Bare Trust and Nominee Agreement dated September 10, 2015 (the “**Trust Agreement**”) and advised that the Trust Agreement establishes that the following properties are being held for the benefit of Vanessa Osilamah Musah and Joshua Igenegba Musah (collectively, the “**Beneficiaries**”):

- (i) #702, 10 Shawnee Hill SW, Calgary, Alberta;
- (ii) #703, 10 Shawnee Hill SW, Calgary, Alberta; and
- (iii) #16 Cutback Close, Red Deer County, Alberta;

(collectively, the “**Properties**”).

We have reviewed the Trust Agreement and are writing to advise you that:

1. The information and documents provided to date (*i.e.*, the March 26th Correspondence and the Trust Agreement) are not sufficient to establish that a valid trust has been created in favour of the Beneficiaries;
2. CMPC remains the legal and registered owner of the Properties and the Trust Agreement has not been registered against title to the Properties; and
3. The Trust Agreement post-dates each of the mortgages in favour of Bank of Montreal (collectively, the “**Mortgages**”), which Mortgages have been registered against title to the Properties.

As a result of the foregoing, the Properties constitute property of CMPC and are captured by the Receivership Order (pronounced February 12, 2021). Furthermore, even if it can be established that a valid trust has been created in favour of the Beneficiaries in relation to the Properties, any such trust claim remains subject to the Mortgages. In that regard, we draw your attention to section 203(2) of the *Land Titles Act*, RSA 2000, c L-4.

Please be advised that the Receiver intends to proceed with the sale of the Properties forthwith, in addition to the sale of the Peace River property.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM

cc: Ryan C. Robertson (Robertson LLP)

LEGAL*52926968.2

Ryan C. Robertson BA, LLB, MBA
direct 403.407.2620
email RRobertson@robertsonllp.ca

Legal Assistant - Mikaela Campbell-Cassidy
Direct 403.407.2605
Email mcassidy@robertsonllp.ca

File No.: 4537002

March 26, 2021

VIA E-MAIL

Cassels Brock & Blackwell LLP
3810, Bankers Hall West
888 3 Street SW
Calgary, AB T2P 5C5

Attention: Danielle Marechal

Dear Madam:

**Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation
Court of Queen's Bench File No. 2101-01130**

With respect to the aforementioned matter, we are in receipt of your letter from March 24, 2021 ("Mar 24 Letter") and take issue with statements made therein. Our clients have been very co-operative given the circumstances and have provided both yourself (through our office) and the receiver directly, with all information and access as requested, to the best of their ability.

Per your requests for information in your Mar 24 Letter, we note the following:

- a) It is our understanding that you possess all relevant (and existing) information relating to the real property owned by the debtor. You have a copy of the lease relating to Unit 703, Highbury Luxury Towers. There are in fact no other leases as the other properties do not currently have tenants. Unit 702 tenant moved out in February and my client informed the receiver immediately and offered the keys as well a copy of the lease. This package remains available for pick up upon request.
- b) It is our understanding that you have a complete list of the properties owned by the debtor and that you have access to each. Please let us know what properties you do not have access to and we will arrange same.
- c) We confirm that no rental payments were received after Feb 12, 2021.

d) With regard to appliances at the Pine Lake property, there has never been a washing machine. The other appliances were owned by a third party (past tenant) and have since been repossessed by same. They were all older and of little value in any case.

e) Attached to this letter is a copy of a resolution and a bare trust agreement evidencing the fact that the real properties are in fact held, for and on behalf of, Dr. Musah's children.

f) The book value property you see in Debtor's full and compliant disclosure via his accountants indicate the ongoing repayment of medical school, university loans and other loans that have assisted Debtor in building a career in the medical profession with such success that BMO was willing to do business with him for almost 2 decades until the unfortunate demise of his businesses (Chris Musah Professional Corporation and Eaglesmed) on account of oil and gas economic turmoil and the economic devastation brought on by COVID 19. My client has slowly paid the loans for his education and business career to his family by a family arrangement where he contributed the amount of \$2.9 million over many years at his pace and ability, to building and renovating his late father property, that is now owned by my client's mother and his father's family trust. The client continues to owe his family educational trust another \$2.1 Million.

g) The lease agreements attached to your Mar 24 Letter relate to two machines. One of these machines (GentleMaxPro laser machine worth \$250,000) was in storage at the Pine Lake property, but my client now has it safe keeping. The other, smaller one's (pocket sized ultrasound machine) whereabouts are unknown as same has apparently gotten lost in the shuffle of events over the past year with multiple COVID shut down of clinics and the ban on use of laser or ultrasound equipment with a high potential for spreading COVID 19.

h) The contents of the MI-BOX moving containers referenced in your Mar 24 Letter were emptied and contents stored at the Pine Lake property in the storage shed. Other obsolete equipment and old furniture have been disposed of as they had no value. My client was in the process of arranging sub-leasing of part of the space at Eaglesmed Wellness Centre to a sub-lessor to help with the burden of monthly rent of \$34,000 per month by removing all derelict furniture to the storage in the Pine lake property when the Landlord misinterpreted this and locked my client out of his business prior to the receivership order.

I would like to reiterate that my clients do not have any files pertaining to the real property owned. They are completely reliant on the bookkeeper, Shauna McAloney in that regard. You are free to request of her what you need and she has been instructed to cooperate with you fully, however, if she does not have it, it is safe to say that it does not exist.

Please contact the writer at 403-407-2605, should you have any questions.

Yours truly,

ROBERTSON LLP



Ryan C. Robertson
RCR/mcc

Enclosures



THIS DECLARATION OF BARE TRUST AND NOMINEE AGREEMENT
(the "**Agreement**") is dated and effective as of the 10th day of September, 2015.
(the "**Effective Date**").

BETWEEN:

Vanessa Osilamah Musah and Joshua Igenegba Musah
(collectively, the "**Beneficial Owners**")

- and -

Christopher Musah Professional Corporation
(the "**Nominee**")

RECITALS:

A. The Nominee is the registered owner of the following properties:

- (i) #702, 10 Shawnee Hill SW, Calgary, Alberta;
- (ii) #703, 10 Shawnee Hill SW, Calgary, Alberta; and
- (iii) #16 Cutbank Close, Red Deer County, Alberta.

(collectively, the "**Properties**").

B. Legal title to the Properties has been registered in the name of the Nominee at the Southern Alberta Land Titles Registry and the Nominee has acquired and holds legal title to the Properties, as nominee, agent and bare trustee for the sole benefit and account of the Beneficial Owners as principals and Beneficial Owners, in accordance with this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment

The Beneficial Owners hereby appoint the Nominee as its nominee, agent and bare trustee to hold legal title to the Properties for and on behalf of the Beneficial Owners, subject always to the terms and conditions of this Agreement.

2. Nominee's Agreements

The Nominee hereby acknowledges and agrees that:

- (a) the Nominee has acquired and holds the legal title to the Properties as nominee, agent and bare trustee for the sole benefit and account of the Beneficial Owners as principals and Beneficial Owners and the Nominee has and will have no equitable or beneficial interest therein, and the equitable and beneficial interest in the Properties will be vested solely and exclusively in the Beneficial Owners;

- (b) any benefit, interest, profit or advantage arising out of or accruing from the Properties is and will continue to be a benefit, interest, profit or advantage of the Beneficial Owners and if received by the Nominee will be received and held by the Nominee for the sole use, benefit and advantage of the Beneficial Owners and the Nominee will account to the Beneficial Owners for any money or other consideration paid to or to the order of the Nominee in connection with the Properties as directed in writing by the Beneficial Owners;
- (c) the Nominee will, upon the direction of the Beneficial Owners, deal with the Properties and do all acts and things in respect of the Properties at the expense of and as directed by the Beneficial Owners from time to time and will assign, transfer, convey, lease, pledge, charge, or otherwise deal with the Properties or any portion thereof at any time and from time to time in such manner as the Beneficial Owners may determine, to the extent permitted under all relevant laws, without limiting the generality of the foregoing, the Nominee will transfer legal title to the Properties to or as directed by the Beneficial Owners forthwith upon the written demand of the Beneficial Owners; and
- (d) the Nominee will not deal with the Properties in any way or execute any instrument, document or encumbrance in respect of the Properties without the prior consent or direction of the Beneficial Owners.

3. Indemnity by Beneficial Owners

The Beneficial Owners hereby agree to indemnify and save harmless the Nominee against any and all liability, loss, cost, action, claim or expense resulting from the Nominee's holding of title to or dealing with the Properties as directed by the Beneficial Owners from time to time, except to the extent that the same results from a dishonest, fraudulent or negligent act or omission of the Nominee or its employees or agents.

4. Further Assurances

The Nominee will perform all such other acts and things and execute all such other documents as are necessary or desirable in the reasonable opinion of the Beneficial Owners to evidence or carry out the terms or intent of this Agreement.

5. Governing Law

This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of Alberta, which will be deemed to be the proper law hereof, and the courts of Alberta will have the non-exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

6. Amendment

This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

7. Enurement

This Agreement will enure to the benefit of and be binding upon the respective successors, legal representatives and assigns of the parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CHRISTOPHER MUSAH PROFESSIONAL CORPORATION


Per: _____
Name: Dr. Christopher Musah
Title: Director

Witness: Christopher Musah, for and on behalf of
Vanessa Osilamah Musah

Witness: Christopher Musah, for and on behalf of
Joshua Igenegba Musah

SHAREHOLDERS AND BOARD OF DIRECTORS RESOLUTION
CHRIS MUSAH PROFESSIONAL CORPORATION (CMPC).

10 September 2015.

Matters:

1. Holding real properties in trust by Chris Professional corporation (CMPC), that belong to Minors: Joshua Igenegba Musah (Date of Birth: 15th September 2006), Special needs (Autistic) son of Dr Christopher Musah and Iris Khumalo-Musah and Vanessa Osilamah Musah.
2. CMPC holds the life insurance of Dr Chris Musah in trust as a beneficiary on behalf of Dr Chris Musah's Children (Vanessa Musah- Date of birth: 15 September 2003 and Joshua Musah- date of Birth 15 September 2006).

Resolution:

The only voting Shareholder (Dr Christopher Musah) resolves that the following properties are owned by Joshua Igenegba Musah and Vanessa Musah; and were purchased by funds that were due to Dr. Chris Musah, held by CMPC as shareholder loan for the total amount of the purchase price of properties described herewith, are owned by Joshua Musah and Vanessa Musah and held in trust by CMPC until the Children Legal aid lawyers or CMPC apply to the courts for transfer of these properties and Insurance policy beneficiary status to Dr Chris Musah's children when they reach the age of majority.

Real Properties:

1. Unit 702, Highbury luxury towers, 10 Shawnee Hill road, Calgary, Alberta.
2. Unit 703, Highbury luxury towers, 10 Shawnee Hill road, Calgary, Alberta.
3. 16 CutBank close, Pine Lake Alberta.

Signed 

10 Sept 2015

Dr. Christopher Musah

President, Sole owner, Sole Voting Shareholder and Sole voting Board member and Chairman of the board.

APPENDIX "N"

McGregor, Naomi

From: Chris Musah <chrismusah.eaglesmed@gmail.com>
Sent: Tuesday, February 23, 2021 5:44 PM
To: McGregor, Naomi
Cc: nicholsonc@jssbarristers.ca; Ryan Robertson
Subject: [EXT] Re: Eaglesmed - Receivership - Preliminary Information Request

Hi Naomi,

I'm in the process of gathering all the remaining data you requested and will have them to you by next week; my being in quarantine is not helping matters but I will do my utmost best to be in full compliance with you request.

Thank you for your understanding.

Kindly advise me on whether you are in touch with the two other professional corporations (For Dr Kasumu and Dr Johson) who plunged us on the very difficult receivership situation by their manner of management and communication with staff, Physicians and all.

Have you been in touch with them as they also signed personal guarantees.

Have frozen their bank accounts and requested their log ins?

Are they or physician directors allowed to take off to their clinics like their without reporting to receiver?

Thank you for clarifying.

I will be in touch with your requested information late next week.

Regards,

On Feb 23, 2021, at 8:03 AM, McGregor, Naomi <naomcgregor@deloitte.ca> wrote:

Good morning Dr. Musah,

Following up with the email below, can you please advise where we can locate the lease agreements for each property held in Chris Musah Professional Corporation (if any)? Can you also please provide the names and contact information for the tenants in each property? We will be sending notice of the receivership and instructions with respect to future rental payments to each property by registered mail this morning.

Also please note that we have obtained copies of the insurance documents directly from the insurance broker and all bank accounts, based on the information Shauna has provided, have been restricted to only allow deposits. Funds in the accounts will be swept and provided to the Receiver on a regular basis.

Attached is an update information list tracking the information provided to date. Base on the correspondence below, we understand that the outstanding documents are located at the clinic;

however we have been unable to find them. Please advise where we can locate the outstanding information in the clinic, specifically:

- Confirmation of and the contact information for the authorized custodian of patient records pursuant to the Alberta Health Information Act;
- All log-in instructions and passwords for the computer systems on site, including by not limited to, accounting records, patient records, scheduling systems, and server systems;
- A copy of the most recent inventory counts (equipment, medical supplies, and medications);
- Copies of all leases, subleases, rental agreements, and contracts.
- Vendor listing including contact information and balances owing;
- A detailed listing of the capital assets; and
- A detailed listing of leased assets.

Thank you,

Naomi McGregor, CPA, CGA

Senior Manager | Financial Advisory

Deloitte

700, 850 – 2 Street SW, Calgary, AB T2P 0R8

D: (403) 503-1423 | M: (403) 267-1700

naomcgregor@deloitte.ca | www.deloitte.ca

From: McGregor, Naomi

Sent: Friday, February 19, 2021 10:54 AM

To: Chris Musah <chrismusah.eaglesmed@gmail.com>

Cc: Adlington, Ryan <radlington@deloitte.ca>; Adametz, Tyler <tadametz@deloitte.ca>; Marechal, Danielle <dmarechal@cassels.com>; Christa Nicholson - Jensen Shawa Solomon Duguid Hawkes LLP (nicholsonc@jssbarristers.ca) <nicholsonc@jssbarristers.ca>; rrobertson@robersonllp.ca; shaunamcaloney@shaw.ca

Subject: RE: [EXT] Re: Eaglesmed - Receivership - Preliminary Information Request

Thank you Dr. Musah,

The landlord has provided the Receiver access to the clinic so we are able to gather the required documents that are located on site. Would you be able to confirm which documents are located in the clinic (that Shauna does not have access to) and direct us on where to look for those documents in the clinic? We will do our best to gather all of the information we can in your absence to move this process forward.

Safe travels,

Naomi McGregor, CPA, CGA

Senior Manager | Financial Advisory

Deloitte

700, 850 – 2 Street SW, Calgary, AB T2P 0R8

D: (403) 503-1423 | M: (403) 267-1700

naomcgregor@deloitte.ca | www.deloitte.ca

From: Chris Musah <chrismusah.eaglesmed@gmail.com>

Sent: Friday, February 19, 2021 10:28 AM

To: McGregor, Naomi <naomcgregor@deloitte.ca>

Cc: Adlington, Ryan <radlington@deloitte.ca>; Adametz, Tyler <tadametz@deloitte.ca>; Marechal, Danielle <dmarechal@cassels.com>; Christa Nicholson - Jensen Shawa Solomon Duguid Hawkes LLP (nicholsonc@jssbarristers.ca) <nicholsonc@jssbarristers.ca>; rrobertson@robersonllp.ca; shaunamcaloney@shaw.ca

Subject: [EXT] Re: Eaglesmed - Receivership - Preliminary Information Request

Hi Naomi,

I had responded already my Attorney Christa.

I'm on multiple flight connections back to calgary that will take me 3 days to get home and I will be in full compliance with your requests.

I have giving Shauna a go ahead to give items 1-15 on your list of requests and whatever you need.

This is a stressful time for me as I heal with my mum's ill health and post surgery complications that necessitated my travel and a lot happened while I was away.

I will be subject to quarantine period based on my multiple COVID test results and I will do my best to send you remaining information you have requested when I get to calgary with access to reliable internet connection.

I would like to please request your giving the next 10 to 14 days of wuss as quarantine period to dog up the remaining information that BBK is unable to get to you.

Do you have access to the clinic as the landlord locked us out and none of what you requested are in the clinic. I'm not allowed by quarantine legislation to interact with people or go to a work place/ the clinic in person until after the isolation is over. I might not be allowed into circulation based on my Covid results on arrival in Calgary.

Please see what you can do with the information I have authorized Shauna to release to you and rest I will ensure I send you when I access them in the next 2 weeks.

Thank you so much.

On Feb 19, 2021, at 5:23 PM, McGregor, Naomi
<naomcgregor@deloitte.ca> wrote:

Good morning Dr. Musah,

Can you please respond to the request below by 12:00 PM this afternoon? Pursuant to paragraphs 4, 5 and 6 of the Receivership Order, the Receiver requests that you forthwith provide all relevant financial information and documentation with respect to Eaglesmed Group Inc. and Chris Musah Professional Corporation. We appreciate your immediate attention to this matter.

Thank you,

Naomi McGregor, CPA, CGA
Senior Manager | Financial Advisory
Deloitte
700, 850 - 2 Street SW, Calgary, AB T2P 0R8
D: (403) 503-1423 | M: (403) 267-1700
naomcgregor@deloitte.ca | www.deloitte.ca

From: McGregor, Naomi
Sent: Wednesday, February 17, 2021 5:23 PM
To: chrismusah@gmail.com; chrismusah.eaglesmed@gmail.com

Cc: Adlington, Ryan <radlington@deloitte.ca>; Adametz, Tyler <tadametz@deloitte.ca>; Marechal, Danielle <dmarechal@cassels.com>; Christa Nicholson - Jensen Shawa Solomon Duguid Hawkes LLP (nicholsonc@jssbarristers.ca) <nicholsonc@jssbarristers.ca>; rrobertson@robersonllp.ca; shaunamcaloney@shaw.ca
Subject: RE: Eaglesmed - Receivership - Preliminary Information Request
Importance: High

Dr. Musah,

Following up with respect to the email below, please find attached a copy of the Receivership Order.

Pursuant to paragraphs 4, 5 and 6 of the Receivership Order, the Receiver requests that you forthwith provide all relevant financial information and documentation with respect to Eaglesmed Group Inc. and Chris Musah Professional Corporation. The list previously provided (reattached for reference) outlines the information that is required at the date of receivership, February 12, 2021. Please note the Receiver requires this information by no later than Friday February 19th, 2021 to complete certain statutory obligations.

Please advise on the status of the providing the priority information outlined below. Information can be sent piece meal as it becomes available.

- Confirmation of and the contact information for the authorized custodian of patient records pursuant to the Alberta Health Information Act;
- Copies of all current insurance policies;
- Banking information including all account numbers and account manager contacts;
- All log-in instructions and passwords for the computer systems on site, including by not limited to, accounting records, patient records, scheduling systems, and server systems;
- A copy of the most recent inventory counts (equipment, medical supplies, and medications); and
- Copies of all leases, subleases, rental agreements, and contracts.

If you have any questions or would like to discuss further, please contact me at 403-503-1423 or naomcgregor@deloitte.ca

Thank you,

Naomi McGregor, CPA, CGA

Senior Manager | Financial Advisory

Deloitte

700, 850 – 2 Street SW, Calgary, AB T2P 0R8

D: (403) 503-1423 | M: (403) 267-1700

naomcgregor@deloitte.ca | www.deloitte.ca

From: McGregor, Naomi

Sent: Tuesday, February 16, 2021 9:48 AM

To: chrismusah@gmail.com; chrismusah.eaglesmed@gmail.com

Cc: Adlington, Ryan <radlington@deloitte.ca>; Adametz, Tyler <tadametz@deloitte.ca>; Marechal, Danielle <dmarechal@cassels.com>; Christa Nicholson - Jensen Shawa Solomon Duguid Hawkes LLP (nicholsonc@jssbarristers.ca) <nicholsonc@jssbarristers.ca>; rrobertson@robersonllp.ca; shaunamcaloney@shaw.ca

Subject: Eaglesmed - Receivership - Preliminary Information Request

Importance: High

Good morning Dr. Musah,

As you are aware, on Friday, February 12, 2021 Deloitte Restructuring Inc. was appointed Receiver for Eaglesmed Group Inc. and Chris Musah Professional Corporation (collectively "Eaglesmed"). A copy of the signed Receivership Order will be provided to you upon receipt from the Court. I spoke with Christa Nicholson (cc'd on this email) earlier this morning to obtain your contact information and have also included Ryan Robertson and Shauna McAloney on this email as requested. Please advise if you would like additional parties included or removed on future correspondence.

The Receiver kindly requests that you provide all relevant financial information and documentation with respect to Eaglesmed as soon as possible. The attached information request outlines the information that is required at the date of receivership, February 12, 2021. This list is not intended to be exhaustive and other information may be requested. Please note that the same information request has also been provided to the external accountant of Eaglesmed, Shauna McAloney (cc'd on this email) under separate cover.

We kindly request that the following information take priority and be provided to the Receiver by end of day:

- Confirmation of and the contact information for the authorized custodian of patient records pursuant to the *Alberta Health Information Act*;
- Copies of all current insurance policies;
- Banking information including all account numbers and account manager contacts;
- All log-in instructions and passwords for the computer systems on site, including by not limited to, accounting records, patient records, scheduling systems, and server systems;
- A copy of the most recent inventory counts (equipment, medical supplies, and medications); and
- Copies of all leases, subleases, rental agreements, and contracts.

We attended the premises on Friday afternoon and spoke with the landlord to provide the Receiver access to the premises as we understand the landlord took steps prior to the receivership to terminate the lease and change the locks. The Receiver completed an inventory count of the equipment on site. An inventory of medical supplies and medications was not completed and will have to be completed forthwith.

We understand that Eaglesmed had closed prior to the Receivership with the intention of reopening today, February 16, 2021. Can you please confirm the following:

- Are there any patient appointments scheduled for this week that will need to be rescheduled?
- Are there any other doctors taking appointments at the clinic this week?
- Will there be any employees attending the clinic today? If so who and what time?

The Receiver will be on site this morning in the event there is anyone trying to visit the clinic. If you have any questions or would like to discuss further, I can be reached at 403-503-1423 or naomcgregor@deloitte.ca.

Kind regards,

Naomi McGregor, CPA, CGA
Senior Manager | Financial Advisory
Deloitte
700, 850 – 2 Street SW, Calgary, AB T2P 0R8
D: (403) 503-1423 | M: (403) 267-1700
naomcgregor@deloitte.ca | www.deloitte.ca

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<2021-02-11 Letter to Accountant - Shauna McAloney.docx>



March 5, 2021

Via E-Mail (rrobertson@robertsonllp.ca)

Robertson LLP
520, 999 8th Street SW
Calgary, AB T2R 1J5

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151
file # 49073-9

Attention: Ryan Robertson

Dear Sir:

**Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation
Court of Queen's Bench File No. 2101-01130**

As you are aware, we are counsel to Deloitte Restructuring Inc. in its capacity as receiver and manager (in such capacity, the "**Receiver**") of Eaglesmed Group Inc. and Chris Musah Professional Corporation (collectively, the "**Debtors**"). The Receiver was appointed pursuant to an order of the Alberta Court of Queen's Bench pronounced on February 12, 2021 (the "**Receivership Order**"). A copy of the Receivership Order is enclosed for your reference. Terms not otherwise defined herein shall have the meaning ascribed to them in the Receivership Order.

We are writing further to the Receiver's correspondence to your client dated February 16, 2021, February 17, 2021 and February 23, 2021, pursuant to which the Receiver requested certain Records and information from your client.

Pursuant to paragraphs 4 and 5 of the Receivership Order:

- (a) All Persons 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; and
- (b) Any Person in possession or control of any Records shall provide to the Receiver or permit the Receiver to make, retain and take away copies of such Records. "Records" are defined in the Receivership Order as being any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors.

We are writing to request that your client provide the following to the Receiver at your earliest opportunity but in any event by no later than March 12, 2021:

- (a) Executed copies of the enclosed authorization requests for Canada Revenue Agency ("**CRA**") for each of the Debtors, which are required for the Receiver to access the Debtors' CRA accounts;

- (b) The location of MI-BOX Moving & Mobile Store Company storage container numbers AB866 and AB861 (collectively, the “**Storage Units**”) as well as a list of the contents of the Storage Units;
- (c) Immediate access to the Storage Units;
- (d) Answers to the following for each of the Debtors:

#	Description	Eaglesmed Group Inc.	Chris Musah Professional Corporation
1	An Accounts Payable Aging Summary for each entity at February 12, 2021 including the following: <ul style="list-style-type: none"> · Vendor Name · Vendor Address · Vendor Email (if applicable) · Balance owing 		
2	A detailed listing of the capital assets in each entity including: <ul style="list-style-type: none"> · Description of asset · Serial number of each asset (where applicable) · Book value of the asset · Copy of any appraisals 		
3	A detailed listing of utility providers including: <ul style="list-style-type: none"> · Provider names · Account numbers · Contact information 		
4	Login information and password for the computer systems on site.		
5	Electronic Medical Records ("EMR") <ul style="list-style-type: none"> · Name of the provider; · Contact details for the provider · Login information; account names and passwords 		
6	Confirmation of and the contact information for the authorized custodian of patient records pursuant to the Alberta Health Information Act		
7	WCB Account numbers		
8	A copy of the most recent inventory counts (equipment, medical supplies, and medications);		
9	Copies of all leases, subleases, rental agreements, and contracts		
10	A detailed listing of leased assets		

- (e) A complete list of all real property owned or held by the Debtors;
- (f) Any relevant information relating to all real property owner or held by the Debtors, including municipal address, property tax assessments, appraisals, mortgage balance, tenant name(s) and contact information and copies of all lease agreements, where applicable; and
- (g) Details regarding any and all of the Debtor’s property located in Africa, including without limitation details regarding investment property in Benin, West Africa, which are listed as having a book value of approximately \$2.9 million.

Please do not hesitate to contact the undersigned should you have any questions on the foregoing.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM/rk
cc: Receiver
LEGAL*52485364.1

Ryan C. Robertson BA, LLB, MBA
direct 403.407.2620
email RRobertson@robertsonllp.ca

Legal Assistant - Mikaela Campbell-Cassidy
Direct 403.407.2605
Email mcassidy@robertsonllp.ca

File No.:

March 6, 2021

VIA E-MAIL

Cassels Brock & Blackwell LLP
3810, Bankers Hall West
888 3 Street SW
Calgary, AB T2P 5C5

Attention: Danielle Marechal

Dear Madam:

**Re: In the Matter of the Receivership of Ealgesmed Group Inc. and Chris Musah Professional Corporation
Court of Queen's Bench File No. 2101-01130**

With respect to the aforementioned matter, we are in receipt of your letter from March 5, 2021.

Please be aware that my client has recently returned to Canada, due to COVID-19 regulations my client must quarantine for fourteen (14) days. We kindly ask that you extend the deadline from March 12, 2021 until March 23, 2021.

Please contact the writer at 403-407-2605, should you have any questions.

Yours truly,

ROBERTSON LLP



Ryan C. Robertson
RCR/mcc

Enclosures



March 9, 2021

Via E-Mail (rrobertson@robertsonllp.ca)

Robertson LLP
520, 999 8th Street SW
Calgary, AB T2R 1J5

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151
file # 49073-9

Attention: Ryan Robertson

Dear Sir:

**Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation
Court of Queen's Bench File No. 2101-01130**

As you are aware, we are counsel to Deloitte Restructuring Inc. in its capacity as receiver and manager (in such capacity, the "**Receiver**") of Eaglesmed Group Inc. and Chris Musah Professional Corporation (collectively, the "**Debtors**"). We are writing further to our correspondence dated March 5, 2021 and your correspondence dated March 6, 2021.

We understand from prior communications with Dr. Musah, that he returned to Canada on or about February 20, 2021 and that his 14-day quarantine period has since expired. The Receiver first requested the documents listed in our March 5, 2021 correspondence on February 16, 2021, nearly a month ago. In an effort to try to accommodate Dr. Musah's schedule, we will extend the March 12, 2021 deadline to March 23, 2021 for all documents other than the following:

- (a) A complete list of all real property owned or held by the Debtors (collectively, the "**Real Property**");
- (b) Copies of all leases, subleases, rental agreements and contracts relating to the Real Property;
- (c) Any relevant information relating to the Real Property including municipal address, property tax assessments, appraisals, mortgage balance, tenant name(s) and contact information; and
- (d) Any and all documents in support of any trust claims in relation to the Real Property.

Please provide us with copies of the above requested document on or before March 12, 2021, with copies of the remaining documents to follow on March 23, 2021.

In addition to the foregoing, the Receiver is also requesting immediate access to the Real Property. Please have your client contact Ms. McGregor with the Receiver at: naomcgregor@deloitte.ca to arrange for access to the Real Property.

Finally, as previously requested by the Receiver, can you please provide us with the contact name and information for the person whom you or Dr. Musah have been speaking with at CPSA so that we can arrange for the transfer of patient records?

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM/rk
cc: Receiver
LEGAL*52508045.1



March 24, 2021

Via E-Mail (rrobertson@robertsonllp.ca)

Robertson LLP
520, 999 8th Street SW
Calgary, AB T2R 1J5

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151
file # 49073-9

Attention: Ryan Robertson

Dear Sir:

**Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation – Court of Queen’s Bench File No. 2101-01130
Final Demand for Records**

As you are aware, we are counsel to Deloitte Restructuring Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of Eaglesmed Group Inc. and Chris Musah Professional Corporation (collectively, the “**Debtors**”). We are writing further to: (i) the Receiver’s correspondence to your client dated February 16, 17 and 23, 2021; (ii) our correspondence to you dated March 5 and 9, 2021; and (iii) your correspondence to us dated March 6, 2021. Terms not otherwise defined herein shall have the meaning ascribed to them in the Receivership Order.

Over the course of the past month and a half, the Receiver (both directly and through us) has made multiple demands on your clients for various Records and information relating to the Property (collectively, the “**Requested Information**”). As set out in our March 9, 2021 correspondence, the Receiver agreed to allow your clients until March 23, 2021 to provide the Receiver with the Requested Information. Notwithstanding the Receiver’s multiple accommodations, your clients have failed to provide the Requested Information.

As noted in our prior correspondence, pursuant to the Receivership Order your clients are required to provide the Receiver with the Requested Information. We hereby reiterate the Receiver’s demand for the Requested Information, as more particularly set out below:

- (a) All relevant information relating to all real property owner or held by the Debtors, including municipal address, property tax assessments, appraisals, mortgage balance, tenant name(s) and contact information and copies of all lease agreements, where applicable. Please note that we have requested copies of the lease agreements from Shauna McAloney; however the only lease agreement that Ms. McAloney has is the lease agreement for Unit 703, Highbury Luxury Towers, 10 Shawnee Hill SW, Calgary, AB T2Y 0K4.
- (b) A complete list of all real property owned or held by the Debtors and immediate access to all vacant properties. Please be advised that if access to the properties is not granted prior to March 26, 2021, the Receiver will attend all known properties owned by the Debtors and change the locks (to the extent the locks have not already been changed).

- (c) A complete list of the amounts and dates of all rental payments received by Dr. Musah since February 12, 2021 (i.e. the date of the Receiver's appointment) as well as the account information where such rental payments were deposited. Please be advised to the extent any rental payments have been paid to Dr. Musah directly, those funds must be provided to the Receiver forthwith.
- (d) With respect to the Pine Lake property, the Receiver attended the premises on March 19, 2021 to change the locks, take an inventory of the contents and inspect the state of the premises for resale purposes. The Receiver notes that certain appliances, specifically a refrigerator, washer and dryer, have recently been removed from the premises by Dr. Musah. The Receiver demands arrangements be made for the return of the missing appliances forthwith.
- (e) All relevant information in support of Dr. Musah's claim that some of the real property is being held in trust for the beneficial ownership of someone other than the Debtors. In the event such documentation is not provided prior to March 26, 2021, the Receiver will take immediate steps to list all real property owned by the Debtors for sale.
- (f) Details regarding any and all of the Debtors' property located in Africa, including without limitation details regarding investment property in Benin, West Africa, which are listed as having a book value of approximately \$2.9 million.
- (g) Details regarding the location of the assets listed in the attached lease agreements, as these assets do not appear to be located in the Eaglesmed office.
- (h) The location of MI-BOX Moving & Mobile Store Company storage container numbers AB866 and AB861 (collectively, the "**Storage Units**") as well as a list of the contents of the Storage Units. The Receiver demands immediate access to the Storage Units to take an inventory and possession of their contents.

Please be advised that should your client fail to provide us with the Requested Information **on or before 5:00 pm MT on March 26, 2021**, we will forthwith advise the Court that your client have failed to comply with this request, which may result in your client being found in contempt of the Receivership Order.

We trust that your client will govern himself accordingly.

Yours truly,

Cassels Brock & Blackwell LLP

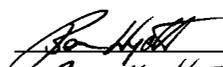
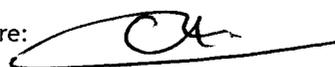
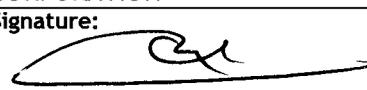
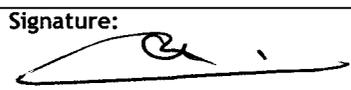
Danielle Marechal

Danielle Marechal
Partner

DM/rk
cc: Receiver
LEGAL*52637773.1

4 Robert Speck Parkway, Suite 900, Mississauga, ON, L4Z 1S1

Phone: (905)-366-2142 Fax: (866)-797-8488

LESSEE INFORMATION				
Lessee's Full and Legal Name EAGLESMED GROUP INC. and CHRIS MUSAH PROFESSIONAL CORPORATION and CHRISTOPHER A. MUSAH				Lease No. CCB51655A-001
Lessee Address (Head Office) 315-12445 Lake Fraser Drive SE Calgary, Alberta T2J 7A4				
LEASE DETAILS				
Equipment Location Address (if different from Lessee Address) 315-12445 Lake Fraser Drive SE Calgary, Alberta T2J 7A4				
VENDOR NAME				
SYNERON CANADA CORP				
EQUIPMENT DESCRIPTION				
No.	New /Used	Description		Serial Number
1	New	GMAX PRO W/DCD (GENTLEMAX PRO W/DCD)		9914-9035-5182 B535 B940D
1	New	SYSTEM KIT ASSY		7122-9616-1160
START DATE	TERM	# RENTALS	RENTAL PAYMENT (PLUS APPLICABLE TAXES)	PURCHASE OPTION
02/01/2017	60	60	\$1,760.95	<div style="background-color: black; color: white; padding: 2px;"> Early Purchase Option </div> <input type="checkbox"/> The end of the Term's _____ calendar month for \$ _____ (plus applicable taxes).
				END OF TERM PURCHASE OPTION
				<input type="checkbox"/> Fair Market Value (plus applicable taxes) <input checked="" type="checkbox"/> \$10.00 (plus applicable taxes)
LEASE ACCEPTANCE				
This Lease shall not become binding upon Lessor until accepted as follows: Lessor: ECN Business Management Inc. Authorized Signature:  Executed as Lessor By:  VP Operations		PRE-AUTHORIZED PAYMENT PLAN CONSENT I hereby authorize Lessor to debit my bank account noted on the attached void cheque ("Lessee's Account") for the purpose of paying all regularly scheduled payments and all other amounts due to Lessor under the terms of this Lease, including amounts owing in the event of Default. I may revoke this authorization subject to providing Lessor with 30 days' prior written notice. I understand that I may contact my financial institution or visit www.cdnpay.ca to obtain a sample cancellation form or for more information on my right to cancel this authorization. Any cancellation of this authorization applies only to the method of payment between Lessee and Lessor and has no effect whatsoever on any other provision of this Lease.		
Date of Lessor's Acceptance: <u>Feb 23</u> , 20 <u>17</u>		ATTACH VOID CHEQUE Signature: 		
THE UNDERSIGNED ACKNOWLEDGES HAVING READ THE ENTIRE LEASE AGREEMENT AND ACCEPTS THE TERMS AND CONDITIONS INCLUDING THOSE ON PAGE 2 & 3 HEREOF. EACH OF THE UNDERSIGNED AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE AGREEMENT ON BEHALF OF LESSEE. DATED <u>Feb 23</u>, 20<u>17</u>				
Lessee's Full Legal Name: EAGLESMED GROUP INC.		Lessee's Full Legal Name: CHRIS MUSAH PROFESSIONAL CORPORATION		Lessee's Full Legal Name: CHRISTOPHER A. MUSAH
Signature: 		Signature: 		Signature: 
Name: Christopher A. Musah		Name: Christopher A. Musah		Name: Christopher A. Musah
Title: Director		Title: Director		Title: Individual

TERMS

In consideration of the covenants herein contained, including those on the reverse hereof, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), Lessor and Lessee agree as follows:

1. Lease: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment described in the Lease Details, together with any parts, accessories, replacements, additions and accessories, tangible or intangible, now and hereafter relating thereto or affixed thereon (collectively the "Equipment"). THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY LESSEE.

2. Purchase Documents: If Lessee has not issued a purchase order or entered into an agreement with Vendor to purchase the Equipment (a "Purchase Document"), Lessee hereby agrees that Lessor may do so on Lessor's own behalf. If Lessee has entered into a Purchase Document, Lessee represents and warrants that title to the Equipment has not passed to Lessee and, at Lessor's option, Lessee shall assign to Lessor its rights under the Purchase Document to purchase the Equipment and to acquire any related license of software, information and documentation (a "License"). Except for the obligation to pay Vendor for the Equipment if (and only if) this Lease commences and is accepted by Lessor, Lessee shall perform, satisfy and discharge all of the purchaser's obligations under any Purchase Document and License and any assignment by Lessee to Lessor pursuant to this Section shall not include such obligations. The provisions of any Purchase Document or License do not modify Lessee's obligations to Lessor hereunder.

3. Term: This lease is for an original term (the "Term") commencing on the earlier of the Lease Commencement Date set out in a certificate (the "Delivery and Acceptance Certificate") in form prescribed by Lessor or, if Lessor waives the requirement for a Delivery and Acceptance Certificate pursuant to Section 4, the Date of Lessor's Acceptance set forth above and ending at the expiry of the number of complete calendar months indicated under the heading "Term" in the Lease Details.

4. Acceptance: Upon delivery and acceptance of the Equipment, Lessee shall forthwith execute and deliver to Lessor the Delivery and Acceptance Certificate unless Lessor, in its sole discretion, waives such execution and delivery by executing this Lease prior to the receipt of such certificate and after the delivery of the Equipment.

5. Equipment Selection: LESSEE HAS PERSONALLY SELECTED THE EQUIPMENT AND LESSOR HAS ACQUIRED THE EQUIPMENT AT LESSEE'S SPECIFIC REQUEST FOR THE PURPOSE OF LEASING IT HEREUNDER. LESSEE ACKNOWLEDGES THAT THE SUITABILITY OF THE EQUIPMENT AND ITS INSTALLATION AND DELIVERY IS LESSEE'S RESPONSIBILITY. THE FAILURE OF THE EQUIPMENT TO BE DELIVERED AND INSTALLED, TO OPERATE OR TO CONFORM TO LESSEE'S REQUIREMENTS SHALL NOT LESSEN LESSEE'S OBLIGATIONS HEREUNDER.

6. Rentals: Lessee shall, without notice from or request by Lessor, pay to Lessor during the Term of this lease the total number of Rental Payments set forth in the Lease Details. Such Rental Payment shall be payable in advance to Lessor at the address indicated above or other address notified by Lessor to Lessee as follows: first Rental Payment upon Lessee's execution hereof and commencing after the calendar period covered by such first Rental Payment subsequent Rental Payments throughout the Term on: (A) in the case of monthly payments, the first day or the fifteenth day of each month, whichever day is closer to the date the Lease commences, or (B) in the case of payments based on any other calendar period, on the first day of each such calendar period. Any amount paid by Lessee to Lessor prior to this Lease commencing which is in excess of such first Rental Payment shall be credited towards Lessee's final Rental Payment(s) in reverse order of occurrence, without interest. RENTAL PAYMENTS AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE ARE PAYABLE WITHOUT SET-OFF, COMPENSATION OR ABATEMENT AND IN NO EVENT SHALL THE FIRST RENTAL PAYMENT BE REFUNDED TO LESSEE.

7. Adjustments: The Rental Payment set forth above is based upon the purchase price for the Equipment and Lessor's cost of funds. If (but only if) an Estimated Purchase Price has been specified in a Financing Terms Addendum attached hereto and the final invoice from Vendor specifies a purchase price (including taxes, delivery, installation and other charges) (the "Purchase Price") that is greater or less than the Estimated Purchase Price, Lessee authorizes Lessor to adjust the above Rental Payments to reflect the Purchase Price provided Lessee receives notice of such adjustment; however, if the Purchase Price exceeds the Estimated Purchase Price by more than 10%, Lessor will notify Lessee and obtain Lessee's prior written approval to such adjustment (such approval not to be unreasonably withheld) and the Lease will not commence until such approval is obtained. If (but only if) a Latest Start Date is specified in a Financing Terms Addendum attached hereto and Lease for any reason commences after such Latest Start Date, this Lease shall nevertheless be binding and Lessee authorizes Lessor in Lessor's sole discretion to adjust the above Rental Payments to reflect its cost of funds on the date this Lease commences and Lessor shall upon Lessee's request, provide Lessee with a copy of the completed description. If this Lease is signed by Lessee prior to Lessor having a complete description of the Equipment, Lessee hereby authorizes Lessor to complete such description provided Lessee receives notice of such description. Any adjustment to Rental Payments or completion of an Equipment description made pursuant to this Section shall be deemed to have effect from the date Lessee executes this Lease; if a Financing Terms Addendum is not executed and attached hereto, Lessor may not adjust the Net Rental Payments set forth above without Lessee's prior written consent.

8. Interest on Overdue Payments: Lessee shall without notice pay interest at the rate of Eighteen percent (18%) per annum accumulated and compounded monthly and not in advance, on: (A) any past due Rental Payments (B) any amounts which bear interest according to this Lease and (C) any other amounts due to Lessor hereunder which are not paid on their due dates; in each case from the date any such amount becomes due or interest bearing, before and after maturity, default and judgment, until such arrears or other amounts are paid in full.

9. Pre-Authorized Payments: Lessee's Bank noted on the void cheque delivered by Lessee with this Lease is hereby authorized and directed to (A) debit Lessee's Account for all payments purporting to be drawn on Lessee for payment to Lessor which are presented for payment by Lessor or Lessor's agent, and (B) make all such payments to Lessor or Lessor's agent from Lessee's Account; such payments may be requested in the form of magnetic or computer-produced tape in which case such Bank is hereby authorized to treat them as signed by Lessee. Lessee agrees, in consideration of such Bank acting in this authorization, that such institution will not be liable for any loss or damage incurred as a result of honoring this authorization. If Lessee's Account is transferred to another branch, this authorization shall be directed to such other branch. Lessor is hereby irrevocably authorized to deliver a copy, details or further evidence of this authorization to such Bank, Lessee hereby appointing Lessor its lawful attorney for such purpose. Such authorization may only be used by Lessor in respect of payments arising under this Lease, including payments arising under any Transaction Schedule (defined in Section 38 of this Lease) to this Lease. Lessee has certain recourse rights if any debit from the Lessee's Account does not comply with the pre-authorized payment authorization granted by Lessee in this Lease. For example, Lessee has the right to receive reimbursement for any debit that is not authorized or is not consistent with the pre-authorized payment authorization granted by Lessee in this Lease. To obtain more information on Lessee's recourse rights, Lessee may contact his/her/its financial institution or visit www.cdnppay.ca.

10. Installation, Maintenance and Repair: Lessee shall, at its expense, be responsible for: (A) the delivery, installation, de-installation and redelivery of the Equipment and (B) the maintenance, upkeep, care, servicing and repair (including necessary replacements of parts ("Maintenance")) of the Equipment; in both cases by a party acceptable to Lessor. Lessee shall at its expense keep the Equipment in good repair, condition and working order. Lessee shall not without the prior written consent of Lessor make any alterations, additions or improvements to the Equipment. All such alterations, additions or improvements shall be at Lessee's expense and shall belong to, and become property of, Lessor immediately upon being made. On Lessor's request, Lessee shall enter into a Maintenance agreement respecting the Equipment with the manufacturer thereof or other Maintenance supplier acceptable to Lessor.

11. Use: Lessee shall use the Equipment in a careful and prudent manner and not for any unlawful purpose and shall at Lessee's expense comply with and conform to all applicable laws, ordinances and regulations (including laws, ordinances and regulations concerning environmental matters) relating to the possession, use or Maintenance of the Equipment. Lessee enters into this Lease for commercial or industrial purposes and not for any personal, family or household purposes or any farm, ranch or feedlot operation purposes and shall only use the Equipment in connection with its business or in the carrying on of an enterprise and only for commercial or industrial purposes.

12. Loss and Damage: Lessee shall, until this Lease is terminated and Lessee's obligations hereunder are discharged in full (including the return of the Equipment), bear the entire risk of loss, damage, destruction, theft, seizure or governmental taking of the Equipment or any part thereof (any such case being a "Loss"), regardless of whether it is caused by any default or neglect of Lessee. No Loss shall relieve Lessee of its obligations hereunder.

13. Title and Identification: The Equipment is and shall at all times be and remain the sole personal and moveable property of Lessor, shall not be affixed or attached to or otherwise become a fixture or accession to any lands, buildings or chattels and Lessee shall have no right, title or interest in or to the Equipment except as expressly set forth herein. Lessee shall not allow the Equipment to become subject to any claim, privilege, lien, charge, encumbrance, levy, security interest, mortgage, pledge, hypothecation, seizure, trust, attachment, judicial process, ownership interest, license, sublease or other right in favor of any person (in any such case an "Encumbrance") unless such Encumbrance is caused by Lessor. At Lessor's request, Lessee shall at Lessee's expense affix and maintain on the Equipment, in a manner and in places satisfactory to Lessor, labels, plates or other marks supplied by Lessor to identify the Equipment as the property of Lessor.

14. Location and Inspection: Lessee shall maintain the Equipment at the Equipment Location specified in the Lease Details and shall not move the Equipment from such location. Lessor shall have the right to inspect the Equipment and Lessee's Maintenance, Insurance and Tax records at any time.

15. Net Lease: ALL COSTS AND EXPENSES RELATING TO THE EQUIPMENT OR ITS USE, MAINTENANCE OR POSSESSION SHALL BE BORNE BY LESSEE, INCLUDING ALL TAXES AND ALL FEES, CHARGES, CLAIMS AND FINES INCURRED OR ARISING IN CONNECTION WITH THE REGISTRATION, LICENSING OR OPERATION OF THE EQUIPMENT. The Rental Payments and other amounts payable hereunder shall be absolutely net to Lessor, free of all expenses or outgoings of any kind or nature. If Lessee fails to perform any of its obligations hereunder, Lessor may do so on Lessee's behalf and shall be entitled to immediate reimbursement from Lessee together with interest from the date of expenditure by the Lessor until reimbursed by the Lessee; without prejudice to any other Lessor's rights or remedies, and Lessee appoints Lessor its lawful attorney for such purposes.

16. Taxes: Lessee shall pay all Taxes and file all returns in respect of Taxes immediately upon such Taxes or returns becoming due. "Taxes" includes all taxes, imposts, levies, fees, duties and charges now or hereafter imposed by any federal, provincial, municipal or other taxation authority on Lessee, the Equipment or the purchase, sale, ownership, delivery, possession, use, Maintenance, operation or lease of the Equipment or on Lessor in respect of any of the foregoing (including sales excise, use, property, business, transfer, goods and services and value added taxes and including penalties or interest based on late payment of taxes), but excluding taxes on or measured by Lessor's overall net income. Lessor shall be entitled to claim any applicable capital cost allowance, investment tax credit or similar benefit under applicable tax legislation from time to time pertaining to the Equipment and/or the Lease and Lessee shall not make any such claim in respect thereof.

17. Insurance: Lessee shall, at its own expense, place and maintain with insurers acceptable to Lessor: (a) comprehensive all risks insurance on the Equipment for its full replacement value, such insurance to include: (i) Lessor as additional insured, (ii) a loss payable clause in favor of Lessor as first payee, and (iii) a waiver of subrogation in favor of Lessor; and (b) general public liability and property damage insurance with limits of liability equal to at least \$2,000,000 per occurrence (or such greater amount as Lessor may require from time to time), and such insurance shall: (i) extend to all liabilities of Lessee arising out of its use or possession of Equipment, (ii) include Lessor as additional insured, and (iii) include a cross-liability provision which insures each person insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each.

All insurance policies shall contain endorsements providing that: (A) thirty days written notice shall be given to Lessor before a policy lapses or is materially altered or cancelled; (B) coverage shall be primary and not contributory; (C) Lessor's interest as additional insured shall not be invalidated or otherwise affected by any act or omission, deliberate, negligent or otherwise, of Lessee or its agents, servants or employees (such as a "standard mortgage clause"); (D) Lessor shall not be responsible for payment of any premium; and (E) Lessor may elect to have all proceeds of Loss payable only to itself. Lessee shall, on request, supply Lessor with certified copies of all insurance policies or other evidence satisfactory to Lessor of satisfaction of these insurance covenants. In the event of damage amounting to actual or constructive total loss of the Equipment, Lessor shall be entitled to retain from all insurance proceeds an amount equal to the total amount payable to Lessor by Lessee hereunder as Liquidated Damages (as defined in Section 26(a) except that for purposes hereof, each reference in Section 26(a) to "date of Default" shall be replaced with "date of payment by Lessee to Lessor of insurance proceeds").

18. Failure to Insure: If Lessee fails to fulfill its insurance obligations hereunder, then, without prejudice to Lessor's other rights and remedies, Lessor shall have the right, but not the obligation, to procure insurance covering Lessor's interest (but not Lessee's interest) in the Equipment, in such form and amount and with such insurers (including an insurer affiliated with Lessor) as Lessor shall determine from time to time, all at Lessee's expense. Such expense (the "Insurance Expense") shall include the cost of acquiring such insurance and any charges or fees for services associated with the placement, maintenance or service of such insurance, plus interest accruing on such expense at the interest rate provided herein for overdue amounts from the time of payment by the Lessor until such expense is reimbursed by Lessee to Lessor. Lessee shall pay the Insurance Expense to Lessor in equal installments at the same time and in the same manner as the remaining Rental Payments. Lessee shall cooperate with Lessor's insurance agent in connection with the placement of such insurance and the processing of any claims. Nothing herein shall be deemed to obligate or entitle Lessor to act as an insurer hereunder or to arrange any insurance for the benefit of Lessee. Nothing herein shall require Lessor to secure, maintain in force or renew any insurance, in any amounts or upon any specific terms and conditions. Lessor reserves the right to terminate any insurance coverage which Lessor may arrange, or allow same to lapse, without incurring any liability to Lessee.

19. Representations: Lessee represents, warrants and covenants throughout the Term that: (A) if Lessee is a body corporate, it will continue to be validly incorporated (or otherwise established), organized and existing and in good standing; (B) it has all necessary power and authority to execute, deliver and perform this Lease, each such action (i) having been duly authorized by all necessary action of Lessee, (ii) not being in conflict with any applicable law, the constating documents, resolutions or by-laws of Lessee, or any indenture, instrument, agreement or undertaking to which it is a party or by which it or any of its assets are or may become bound, and (iii) not resulting in the creation of any Encumbrance on the Equipment; (C) this Lease is and will continue to be the legal, valid and binding obligation of Lessee enforceable against it and effective against its creditors in accordance with its terms; (D) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal that could have a material adverse effect on Lessee; (E) financial statements and other related information furnished by Lessee to Lessor are prepared in accordance with generally accepted accounting principles and fairly present Lessee's financial position on their respective dates; and (F) to evidence the foregoing Lessee shall provide legal opinions, resolutions and such other documents as Lessor may reasonably request.

20. Subleasing Etc.: Lessee shall not sublet or part with possession or control of the Equipment or permit its use by any person other than Lessee or employees of Lessee who are qualified and competent to operate same. Neither this Lease nor Lessee's rights hereunder shall be assigned by Lessee except with Lessor's prior written consent and no assignment shall release Lessee from its obligations hereunder.

21. Surrender: At the end of the Term or any renewal thereof, if Lessee has not purchased the Equipment pursuant to Section 29, Lessee, at Lessee's expense, shall surrender control of the Equipment to Lessor and shall: (A) after giving Lessor thirty days prior written notice, return the Equipment to Lessor at Lessor's nearest office or other place specified by Lessor or (B) if requested by Lessor, dispose of the Equipment as Lessor reasonably directs, including disposition in a manner which will avoid any dangerous use thereof or damage or injury to any person or property therefrom. Whenever Lessee is required to return the Equipment to Lessor the Equipment shall be in good repair, condition and working order and Lessee shall pay all costs of Maintenance and restoration of Equipment returned to Lessor, necessary to restore it to its condition on the date this Lease commenced, normal wear and tear excepted. Lessee shall, if Lessor so requests, store the Equipment at Lessee's risk and expense and as Lessor's bailee for a period of up to 90 days after the end of the Term; Lessee shall not use the Equipment or Rental Payments for the Equipment during such period but shall otherwise be bound by all of the terms of this Lease during such period.

22. Renewal: If Lessee fails to surrender the Equipment at the end of the Term or any renewal thereof, or to purchase the same pursuant to Section 29, Lessee shall be deemed to have requested a renewal of this Lease for a period of three (3) calendar months and Lessor may, in its sole discretion: (A) demand the surrender of the Equipment in compliance with Section 21 and exercise its rights and remedies for such non-compliance or (B) accept Lessee's request to renew this Lease for a three (3) month period commencing on the end of the Term or the last renewal thereof. Such acceptance may be evidenced in writing signed by Lessor or by Lessor continuing to invoice Lessee, withdrawing Rental Payments pursuant to a pre-authorized payment plan or otherwise accepting Rental Payments in respect of such renewal period. Lessee shall continue to have all of its obligations under this Lease during any such renewal period, including the obligation to pay Lessor Rental Payments, as it had during the Term and all provisions of this Lease shall apply to any such renewal term.

23. Entry: If Lessee fails to surrender the Equipment to Lessor as required under this Lease, Lessor may, without notice to Lessee or resort to legal process, but subject to any applicable law, enter any premises where the Equipment is located and take possession of and remove or disable such Equipment.

24. Indemnity: Lessee hereby indemnifies Lessor and agrees to save Lessor harmless from and against all loss, costs, liabilities, claims, legal proceedings and expenses (including legal fees and costs) whatsoever arising in connection with this Lease, the Purchase Documents, any License, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintenance, operation, Loss or return of the Equipment, Taxes, the recovery of claims under any insurance policy relating to the Equipment, any use or operation of Equipment which infringes any patent or other industrial or intellectual property right of any person, any Default by Lessee, the exercise by Lessor of any rights or remedies hereunder or any entry or taking of possession, removal or disabling of Equipment pursuant to Section 23.

25. Defaults: Each of the following is a default by Lessee (a "Default"): (a) Lessee fails to make any Rental Payment or pay any other amounts due under this Lease within 3 days after the same is due and payable; or (b) Lessee fails to perform, observe or comply with this within any obligation, term or condition on its part to be performed, observed or complied with hereunder; or (c) any event of default occurs under any other lease or contract between Lessor and Lessee or under any material agreement between Lessee and any other person; or (d) any representation or warranty made by Lessee to Lessor in or in connection with this Lease is incorrect; or (e) the Equipment or any part thereof is subjected to an Encumbrance not caused by Lessor, Lessee sells or attempts to sell or grant an Encumbrance on any part of the Equipment or the value of Lessor's interest in the Equipment is materially impaired due to Loss; or (f) Lessee makes any assignment for the benefit of its creditors, becomes

insolvent, commits any act of bankruptcy, takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern, is subject to a change in control in fact or in law or seeks any arrangement or composition with its creditors; or (g) any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Lessee or its property; or (h) Lessor in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance by Lessee under this Lease is or is about to be impaired or the Equipment is or is about to be placed in jeopardy; or (i) any guarantor of Lessee's obligations hereunder disputes its obligation under its guarantee or seeks to determine its obligations thereunder or to terminate its guarantee of Lessee's future obligations or becomes subject to any of the events in clauses (b), (c), (d), (f) or (g) of this Section.

26. Effect of Default; Damages: A loss to Lessor upon a Default is dependent in part upon the cost of the Equipment to Lessor, the Term and the minimum return expected by Lessor from the sale or re-lease of the Equipment at the end of the Term. Upon any Default and in addition to Lessor's other rights and remedies under this Lease and otherwise available at law or in equity: (a) Lessee shall pay forthwith (without notice) to Lessor as liquidated damages, and not as a penalty, an amount (the "Liquidated Damages") equal to the aggregate of: (i) unpaid Rental Payments and other amounts payable hereunder unpaid as of the date of the Default; (ii) the present value (calculated on the basis of an interest rate equal to the lower of (x) of three percent (3%) or (y) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the remaining Term, compounded monthly) of: (A) the remaining Rental Payments payable from the date of Default to the end of the Term or, if applicable, any renewal thereof, and (B) amounts otherwise payable under the Lease to the end of the Term or, if applicable, any renewal thereof, and (C) the greater of the purchase price for the Equipment pursuant to any end Term Fair Market Value (as defined in Section 29 below) or fixed Option Price (as defined in Section 29 below) and the amount of any residual interest which Lessor may have in the Equipment; (iii) any Enforcement Costs (as defined in sub-paragraph (e) below) incurred by Lessor; and (iv) interest thereon from the date of Default until payment in full; to the extent that the Liquidated Damages are deemed to include any Taxes which Lessor is required to remit to any taxation authority the Liquidated Damages shall be increased by the amount necessary to ensure that the net amount of the Liquidated Damages retained by Lessor after remitting all applicable Taxes will be equal to the amount calculated above; (b) upon Lessor's demand, Lessee at Lessee's expense shall forthwith surrender control of the Equipment to Lessor pursuant to Section 21 as though the Term had expired; (c) Lessor may, immediately and without notice to Lessee or resort to legal process take possession of and remove or disable the Equipment pursuant to Section 23 as though Lessee had failed to surrender such Equipment when required to do so; (d) the rights of Lessee hereunder in respect of the Equipment, including the right to use and possess the Equipment, shall cease and terminate absolutely without limiting Lessee's liability or obligations hereunder; and (e) Lessor may by notice in writing terminate this Lease or any other agreement Lessor may have with Lessee. All rights and remedies of Lessor, either under this Lease or at law or in equity or otherwise afforded to Lessor, are cumulative and not alternative. Lessor's costs and expenses incurred as a result of a Default ("Enforcement Costs") (including all costs and expenses in respect of collection, legal fees, repossession, repair of Equipment, enforcement of Lessor's rights or remedies, sale or re-lease costs or other realization costs) shall be paid by Lessee to Lessor forthwith upon demand, with interest accruing thereon from the date such costs and expenses were incurred until payment in full.

27. Sale on Default: Lessor may after a Default sell, re-lease or otherwise dispose of Equipment at public or private sale with or without notice to Lessee and upon such terms and in such manner as Lessor may determine. Lessee shall thereafter continue to be liable to Lessor for the amount of any deficiency between the proceeds to Lessor from such disposition and the Liquidated Damages. If at any time after a Default and prior to Lessor obtaining possession of the Equipment, Lessee pays to Lessor the Liquidated Damages and all applicable Taxes, title to the Equipment shall vest in Lessee on an "as is, where is" basis without any condition, representation or warranty of Lessor whatsoever except that Lessee acquires such interest free of Encumbrances caused by Lessor.

28. Effect of Waiver: No delay in exercising, or failure to exercise, any right or remedy accruing to Lessor under this Lease will impair or waive such right or remedy, nor will a waiver of any single Default be deemed a waiver of any other prior, subsequent or concurrent Default. Any waiver, permit, consent or approval on the part of Lessor in respect of this Lease must be in writing and shall have effect only to the extent specifically set forth in such writing.

29. Purchase Option: In this Section: (a) "Default" means any existing Default and any event or circumstance which, with the giving of notice or the lapse of time or both, would constitute a Default; (b) "Fair Market Value" means the delivered and installed, all-inclusive, purchase price for equipment in good repair in a sale between an arms length purchaser buying for its own use and a seller dealing in such equipment in the ordinary course of its business, as such purchase price is determined by Lessor acting reasonably; (c) "Option Price" means the amount set forth in the Lease Details as the fixed price for an early payment option or the fixed price for an end of term purchase option, as the case may be; and (d) "Option Date" means the last day of the month set forth in the Lease Details as the date for the exercise of an early payment option or the last day of the Term of the Lease in the case of an end of term purchase option, as the case may be. Provided no Default exists, any Purchase Option set forth in the Lease Details may be exercised by Lessee: (i) giving Lessor written notice sixty (60) days prior to the Option Date of its election to exercise such option; and (ii) paying Lessor the Option Price, plus Taxes, at least thirty (30) days before the Option Date. After the giving of such notice and the making of such payment, provided no Default exists on the Option Date, Lessee shall acquire Lessor's interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that Lessee acquires such interest from Lessor free of Encumbrances caused by Lessor.

30. Lessee's Waiver: TO THE EXTENT NOT PROHIBITED BY LAW OR STATUTE, LESSEE HEREBY WAIVES THE BENEFIT OF ALL PROVISIONS OF ALL APPLICABLE CONDITIONAL SALES, REGULATORY, CREDIT AND OTHER STATUTES AND ALL REGULATIONS MADE THEREUNDER IN ANY APPLICABLE JURISDICTION WHICH WOULD IN ANY MANNER AFFECT, RESTRICT OR LIMIT THE RIGHTS AND REMEDIES OF LESSOR HEREUNDER, including, without limiting the generality of the foregoing, all of Lessee's rights, benefits and protections given or afforded by the provisions of The Limitation of Civil Rights Act of Saskatchewan, as amended. Lessee also waives and assigns to Lessor the right of any statutory exemption from execution or otherwise and further waives any right to demand security for cost in the event of litigation.

31. Lessor Warranties: Lessor warrants that on the date this Lease commences it is the owner of the Equipment, free and clear of any Encumbrance caused by Lessor, save for Lessee's rights hereunder. Except as otherwise explicitly set forth herein, but without affecting Lessor's warranties set forth in any other agreement (all of which Lessee acknowledges do not affect or form part of this Lease), Lessor makes no warranty or representation whatsoever as to the durability, quality or condition of the Equipment or its suitability for Lessee's purposes or as to any other matter whatsoever (including status of this Lease for tax or accounting classification purposes). No representation to Lessee as to the Equipment or any other matter by the Vendor or any supplier or manufacturer of the Equipment shall in any way affect Lessee's obligations under this Lease. At the request and expense of Lessee and while there is no Default, Lessor will (A) assign to Lessee for the Term any and all warranties, guarantees, service contracts, Licenses and representations given to Lessor by the Vendor or a manufacturer or supplier of the Equipment with respect to the Equipment ("Equipment Rights") which are assignable at law; and (B) assist Lessee in receiving the benefit of such Equipment Rights. If Lessor obtains possession or control of the Equipment or if there is a Default, Lessee shall be deemed to have immediately reassigned such Equipment Rights to Lessor without any further action. If Equipment is located in the Province of Quebec, Lessor hereby conveys to Lessee any warranty which the Vendor or a manufacturer or supplier of such Equipment gave to Lessor. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, CAUSED BY THE EQUIPMENT OR THE USE, MAINTENANCE OR POSSESSION THEREOF, BY THE INADEQUACY OF THE EQUIPMENT RIGHTS OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED.

32. Assignment: This Lease and all rights, remedies and benefits of Lessor hereunder may be assigned by Lessor without notice to or the consent of Lessee and Lessee hereby accepts such assignments and waives significance of the act of assignment and the delivery of a copy of any assignment document. Upon such assignment: (A) the assignee (the "Assignee") shall be entitled to enforce the rights and remedies and to receive all benefits which

would otherwise accrue to the original Lessor under this Lease; (B) the Assignee shall be deemed to be Lessor for the purpose of all such rights, remedies and benefits; (C) the Assignee shall have no obligation to Lessee to perform any of the obligations of the original Lessor hereunder or otherwise in respect of the Equipment, all of which are retained by the original Lessor; and (D) Lessee's rights hereunder as against the Assignee shall be unaffected except as herein specifically provided. Lessee agrees not to assert against the Assignee any claim by way of abatement, defense, set-off, compensation, counterclaim or the like which Lessee may have against the original Lessor. Upon notice of an assignment Lessee shall unconditionally pay to such Assignee all Rental Payments and other amounts due hereunder and shall not assert any defense against such Assignee in any action for Rental Payments or other amounts due and payable hereunder, except the defence of payment to the Assignee. Lessor may assign to the Assignee the pre-authorized payment authorization granted by Lessee in this Lease provided that Lessor provides Lessee with written notice of the full details of such assignment, including the identity and contact information of the Assignee, at least 10 days prior to the Assignee collecting any Rental Payments or other amounts due under this Lease from the Lessee's Account.

33. Credit Investigation: Subject to applicable legislation, Lessee hereby consents to Lessor conducting a credit investigation of Lessee and to Lessor making inquiries with financial institutions or other persons in a business relationship with Lessee in connection therewith; Lessee hereby authorizes and directs such persons to answer Lessor's inquiries. Lessee agrees to furnish to Lessor: (A) a copy of its interim financial statements and other related information, as Lessor may request from time to time; and (B) its annual financial statements, audited if applicable, within ninety days of the end of each financial year.

34. Security Interests: To secure Lessee's performance of its obligations hereunder Lessee grants Lessor a continuing security interest in any interest Lessee has in the Equipment, in all proceeds thereof (including proceeds of insurance) and in any Rental Payments receivable on any sublease permitted by Lessor; Lessee agrees that Lessor has all rights of a secured party under any applicable personal property security legislation and at law and in equity. To the extent this Lease creates a security interest, such security interest is a purchase money security interest (as the terms "security interest" and "purchase money security interest" are used in the Personal Property Security Act (Ontario)) and shall be interpreted with similar effect under analogous legislation in force in any other relevant jurisdiction. In this Lease the term "security interest" includes a movable hypothec without delivery.

35. Fees: Lessor shall be entitled to charge Lessee such fees and other charges as it may establish from time to time for the administration of and ancillary matters to this Lease, including a fee of \$25.00 for each security registration required in connection with this Lease and such fees for invoices as Lessor may from time to time establish.

36. Name Change, etc.: Lessee shall promptly notify Lessor in writing of: (A) any change in Lessee's name; (B) any transfer, authorized or unauthorized, by Lessee of any interest in or benefit from the Equipment; (C) any change, authorized or unauthorized, by Lessee in the location of any Equipment; and (D) any change in the location of Lessee's Head Office specified above.

37. Information: Lessee agrees that Lessor may provide copies of this Lease and/or information concerning Lessee and its obligations hereunder to any person.

38. Additional Equipment: Lessor and Lessee may from time to time agree to lease additional equipment pursuant to these Terms & Conditions and the above Lessee Information and Invoice Option and each such agreement shall be evidenced by a written schedule referencing this initial lease (a "Transaction Schedule"), signed by Lessee and Lessor and setting forth the particulars of such equipment lease transaction including the matters addressed by the above Lease Details and including any amendments to the Lessee Information or Terms and Conditions which are applicable to that transaction. The particulars of the initial transaction set forth in the above Lease Details shall not apply to subsequent transactions but the Terms and Conditions, Invoice Option and Lessee Information of this Lease are incorporated by reference into each Transaction Schedule and shall apply mutatis mutandis, to the transaction specified in such Transaction Schedule; such Lessee Information, Terms and Conditions, Invoice Option and each Transaction Schedule shall constitute a separate lease and the entire agreement with respect to that transaction, shall be deemed to be a "Lease" to which these Terms and Conditions refer and shall not terminate as a result of the termination or expiry of any other Lease made pursuant to these Terms and Conditions. The terms of any Transaction Schedule evidencing a specific transaction shall prevail over these Terms and Conditions and the above Lessee Information to the extent of any conflict or inconsistency but only in respect of that transaction.

39. Entire Agreement: This Lease (including (A) all details set forth above in the Lessee Information, Lease Details and Invoice Option and in these Terms & Conditions and (B) any schedule, addendum or amendment to this Lease which is in writing, references this Lease and is signed by Lessee and Lessor at any time) constitutes the entire agreement between Lessor and Lessee with respect to its subject matter.

40. Applicable Law: This Lease shall be construed according to the laws of the Province where the Equipment is located as set forth in the Lease Details.

41. Enurement: Subject to the terms hereof, this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.

42. Interpretation: Whenever the context of this Lease so requires, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders. Time is of the essence of this Lease and each of its provisions. Headings are for convenience of reference only and do not affect the interpretation. Terms used in the Lessee Information or Lease Details have, when used in these Terms & Conditions, unless the context otherwise requires, the meaning ascribed thereto by such use. The word "including" means "including without limitation".

43. Notices: Any notice required or permitted to be given hereunder must be in writing and will conclusively be deemed to have been received by its recipient on the business day it is delivered or sent by facsimile transmission to a party at the address indicated on the first page hereof (or at such other address as such party specifies to the other party in writing) or, if sent by registered mail, provided there is no interruption in postal services, on the fifth business day after the day of mailing, addressed to such party at such address.

44. Severability: Any provision of this Lease prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this Lease; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by Lessee.

45. Further Assurances: Lessee agrees to do all things and execute or obtain all documents as may be required by Lessor in order to give effect to or better evidence this Lease including the execution of financing statements or other documents to effect security registrations to protect Lessor's interests, any acknowledgements required by any Assignee and any waivers or subordinations from Lessee's landlords or creditors.

46. Language: The parties hereby acknowledge that they have required this contract, and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. Les parties reconnaissent avoir demandé que le présent contrat ainsi que toute autre entente ou avis requis ou permis à être conclu ou donné en vertu des dispositions du présent contrat, soient rédigés en langue anglaise seulement.

47. Survival: Notwithstanding any other sections hereof, all obligations of Lessee under sections 2, 8, 10, 12, 13, 15, 16, 19, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 34 and 35 hereof and the rights and remedies of Lessor hereunder shall survive the termination of this Lease and the receipt of all Rental Payments and other amounts payable by Lessee hereunder.

48. Joint and Several Liability: If more than one person executed this Lease, their obligations hereunder shall be joint and several and, in the Province of Quebec, solidary without benefit of division or discussion.

49. Receipt of Copy, Etc.: Lessee acknowledges receipt of a true copy of this Lease and waives, to the extent permitted by applicable law, all rights to receive copies of financing statements, financing change statements, verification statements, confirmation statements or copies of other notices or filings made by Lessor at any time in connection with this Lease, any schedule thereto, any amendment thereof or any Transaction Schedule.

Summary of Your Registration
(This is not a Verification Statement)

ALBERTA

Requested By: GONZALEZ
Request Date: 05-FEB-2020

R=R ID#: 773168
SUBMITTED REGISTRATION

Registration Type: SECURITY AGREEMENT
Client Reference#: 323966-399712
Registration Period: 5
Notes:

Docket#:

Trust Indenture:

Debtor 1: EAGLESMED GROUP INC.
12445 LAKE FRASER DRIVE S.E.
CALGARY AB T2J 7A4

Debtor 2: CHRISTOPHER MUSAH
2630 EVERCREEK BLUFFS WAY
CALGARY AB T2Y 4V7

24-JUL-1970

General Collateral: ALL EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS. 1 SONOSITE EDGE II ULTRASOUND SYSTEM 1.3 + 1 TRANSDUCER ICTX/8-5 MHZ, ROHS + 1 TRANSDUCER HFL38XI/13-6 MHA, ROHS + 1 TRANSDUCER RC60XI/5-2 MHZ, ROHS + 1 EDGE STAND + 1 TRIPLE TRANSDUCER CONNECT QU NON D2 COMPATIBLE ROHS + 1 CARRY CASE + 1 SONOSITE MOBILE SOLUTIONS POWERPARK

Secured Party: RCAP LEASING INC.
5575 NORTH SERVICE RD, STE 300
BURLINGTON ON L7L 6M1

Register the same details in another province

[Perform A New Registration](#)

[Print](#)

LEASE CONTRACT # 323966 - 399712

LESSEE INFORMATION	LESSEE NAME: EAGLESMED GROUP INC. ("Lessee")		
	CO-LESSEE NAME: CHRISTOPHER MUSAH, ("Co-Lessee")		
	ADDRESS: 12445 LAKE FRASER DRIVE S.E.	CITY: CALGARY	
	PROVINCE: ALBERTA	POSTAL CODE: T2J 7A4	FAX #:
	CONTACT:	PHONE #: (403) 614-1577	EMAIL:

EQUIPMENT	EQUIPMENT DESCRIPTION: 1 SONOSITE EDGE II ULTRASOUND SYSTEM 1.3 + 1 TRANSDUCER ICTX/8-5 MHZ, ROHS + 1 TRANSDUCER HFL38XI/13-6 MHA, ROHS + 1 TRANSDUCER RC60XI/5-2 MHZ, ROHS + 1 EDGE STAND + 1 TRIPLE TRANSDUCER CONNECT QU NON D2 COMPATIBLE ROHS + 1 CARRY CASE 1 SONOSITE MOBILE SOLUTIONS POWERPARK		
			SUPPLIER:
	EQUIPMENT LOCATION: 12445 LAKE FRASER DRIVE S.E. CALGARY AB T2J7A4		

PAYMENT TERMS	TERM: (In months)	MONTHLY/QUARTERLY/OTHER:	NO. OF PAYMENTS.:	Payment #1	Other	Total
	60	Monthly	60	\$802.27 (plus applicable taxes)	\$0.00 (plus applicable taxes)	\$802.27 (plus applicable taxes)
			NO. OF PAYMENTS.:	Payment #2	Other	Total
				(plus applicable taxes)	(plus applicable taxes)	(plus applicable taxes)

PRE-AUTHORIZED DEBIT PLAN (PAD)

By providing a **VOID cheque** or otherwise providing to Lessor Lessee's banking information, Lessee hereby authorizes Lessor and the financial institution noted in Lessee's banking information to draw payment from the bank account noted in Lessee's banking information (or such other branch or financial institution as Lessee may authorize at any time) in favour of Lessor to cover all amounts owing under this Lease Contract. Lessee acknowledges that fixed or variable payments, recurring and one-time payments will be debited from Lessee's specified bank account on the first day of the month in which such amounts are due. This authorization will remain in effect until Lessor receives written notification from Lessee to cancel such authorization which must be delivered to Lessor at the address noted above at least thirty days before the next debit is scheduled. If Lessee fails to provide its banking information to Lessor or if Lessee cancels this authorization, Lessee agrees to pay Lessor a service charge of \$5.00 plus applicable taxes for each rental invoice, notice or statement produced and sent to Lessee.

Lessee hereby waives its right to receive pre-notification of the amount of the pre-authorized debit (PAD) or any changes to said amount including but not limited to changes due to tax variations, insurance payments or any additional charges, fees or penalties (and taxes thereon) owed by Lessee under the terms of this Lease Contract. Lessor may not assign this authorization without providing notice to Lessee of such assignment including the identity and contact information of the assignee in advance of any PAD being issued in the assignee's name.

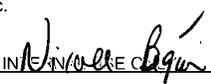
Lessee acknowledges that Lessee has certain recourse and other rights with respect to the amounts and continuation of PADs under this Lease Contract. Lessee may contact their financial institution or visit www.cdnpay.ca for more information and to obtain forms for reimbursement or cancellation. Execution of this Lease Contract in the space provided below (facsimile accepted) together with provision to Lessor by Lessee of a void cheque or other form to provide Lessor with Lessee's banking information shall constitute acceptance by Lessee and Lessor of all terms in this Lease Contract relating to authorization of PAD. Lessee acknowledges that payments made by PAD under this Lease Contract are for business purposes only.

D & A

By execution of this Lease Contract in the space provided below, Lessee certifies that all of the equipment referred to above and in any schedule to this Lease Contract (together with all accessories and attachments thereto which, in the case of computer or similar equipment shall include, but not be limited to, power cords, batteries, modems, cables, AC Adapters, slot covers, plastic panels, and knobs, the "Equipment") has been received by Lessee, that the Equipment is properly installed and in good working order and condition and, that the Equipment is, in all respects, satisfactory to Lessee and is accepted by Lessee for all purposes contemplated under this Lease Contract. **ACCORDINGLY, BY EXECUTION OF THIS LEASE CONTRACT IN THE SPACE PROVIDED BELOW, LESSEE AUTHORIZES LESSOR TO PURCHASE THE EQUIPMENT.**

CONTRACT EXECUTION

LEASE COMMENCEMENT AUTHORIZATION:
 By execution of this Lease Contract in the space provided below, Lessee and Co-Lessee, as applicable, each acknowledge having read and accepted the terms and conditions of this Lease Contract that are set forth on the attached pages, the above terms and conditions relating to the PAD and the above terms relating to the delivery and acceptance ("D&A") of the Equipment. Each of the parties hereto acknowledge and agree that each reference in this Lease Contract to the term "Lessee" shall include and refer to each of Lessee and Co-Lessee, as applicable.

LESSEE NAME: <u>EAGLESMED GROUP INC.</u> BY:  <u>SIGN HERE</u> PRINT NAME: <u>DR. CHRISTOPHER MUSAH</u> TITLE: <u>PRESIDENT</u> DATE ACCEPTED BY LESSOR: <u>02/05/2020</u> ONLY MediCapital Inc. BY: <u>FOR INFORMATION</u> 	CO-LESSEE NAME: <u>CHRISTOPHER MUSAH</u> BY:  <u>SIGN HERE</u> PRINT NAME: <u>CHRISTOPHER MUSAH</u> TITLE: <u>N/A</u> LEASE COMMENCEMENT DATE: <u>02/01/2020</u> Notwithstanding anything contained herein to the contrary, this Lease Contract shall not become a binding obligation to Lessor until such date as it has been duly executed by an authorized representative of Lessor.
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PLEASE SIGN WHERE INDICATED (☉).

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TERMS & CONDITIONS OF LEASE

1. NON-CANCELLABLE CONTRACT. This Lease Contract cannot be cancelled except as expressly provided for herein.

2. RENTAL. Lessee shall pay to Lessor on the first day of each payment period the periodic rental amount set forth herein. The first rental payment is due upon execution of this Lease Contract by Lessee. If the rental payment includes the cost of a service contract, Lessee agrees to increase the rental payment by the amount of any increase in the cost of such service contract as may be imposed by the supplier thereof during the Term of this Lease Contract. Lessee hereby agrees to pay a daily rental for the period from the date of delivery and installation of the Equipment to the Lease Commencement Date calculated based upon the full periodic rental amount pro-rated to the number of days in such period. Lessee's obligation to pay rent and its other obligations under this Lease Contract are not subject to any abatement, set-off, defense, reduction or counter-claim for any reason whatsoever.

3. DEPOSIT. If requested by Lessor, Lessee shall deposit with Lessor simultaneously with the first rental payment, a non-interest bearing deposit which will be refunded to Lessee upon the expiry of this Lease Contract provided that Lessee has made all payments to Lessor, rent and otherwise, as required by the terms of this Lease Contract. Lessor shall retain, as a genuine pre-estimate by the parties of Lessor's damages and not as a penalty, any advance payment made by Lessee in contemplation of completion of this Lease Contract if the Lease Contract is not finalized for any reason other than the rejection of Lessee's credit application by Lessor.

4. OWNERSHIP, LOCATION AND USE. The Equipment remains the property of Lessor and under no circumstances shall title pass to Lessee during the Term of this Lease Contract, except as expressly provided herein. The Equipment shall be located and used at Lessee's place of business as set forth herein and may not be moved without the prior written consent of Lessor. Lessee warrants that the Equipment is being rented and will be used for business and commercial purposes only. Lessee shall, at its own cost and expense, keep Equipment in good repair, condition and working order and shall furnish all parts and servicing as required.

5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor, manufacturer and specifications of the Equipment were selected by Lessee for the purpose of this Lease Contract. Lessor makes no warranty, express, implied, or legal, as to any matter whatsoever including the condition of the Equipment, its merchantability or its fitness for any particular purpose and as to Lessor, Lessee is renting the Equipment on an AS IS basis. In no event shall Lessor have any liability for, nor shall Lessee have any remedy against Lessor for, consequential, special, incidental or punitive damages or any loss of profits or savings, loss of use, or any other commercial loss in connection with this Lease Contract and the Equipment. Lessee agrees to indemnify Lessor from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities arising out of, connected with or resulting from the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the vendor or manufacturer of the Equipment or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the vendor or manufacturer of the Equipment and shall nevertheless pay to Lessor all amounts payable under this Lease Contract. Lessee acknowledges that Lessor is not an agent of the manufacturer or vendor of the Equipment and that the vendor and manufacturer of the Equipment are not agents of Lessor. To the extent that they are assignable, all warranties from the vendor and manufacturer in respect of the Equipment are hereby assigned to Lessee. Lessee acknowledges that its name has not been set out in its official formation filings in its jurisdiction of organization, in an English form and a French form, or in a combined English and French form.

6. EQUIPMENT TO REMAIN PERSONAL PROPERTY. Lessor and Lessee hereby agree that the Equipment shall always remain and be deemed personal or movable property even though the Equipment may hereafter become attached or affixed to realty. Lessee shall be responsible for the installation and removal of the Equipment and shall indemnify and save Lessor harmless from any damage to any real estate, building or structure arising from the installation or removal of the Equipment. Lessee shall not, without the prior written consent of Lessor, make any alterations, additions or improvements to the Equipment. All such alterations, additions and improvements shall become part of the Equipment and shall be the property of Lessor. Lessor shall have access to the Equipment at all reasonable times for the purpose of inspecting the Equipment.

7. LAWS, TAXES AND FEES. Lessee shall, at its sole expense, comply with all laws, regulations and orders relating to this Lease Contract and the Equipment and agrees to pay when due all license fees, assessments and all other taxes or penalties and interest now or hereafter imposed in respect of the Equipment, its use or any interest therein, or any rental payments, including, but not limited to, all federal, provincial or local taxes however designated, levied or assessed, whether upon Lessee, Lessor or the Equipment or its sale, lease, ownership, use or operation (but excluding income and capital taxes of Lessor). Lessee acknowledges that Lessor may file a financing statement or similar registration with respect to this Lease Contract so as to give notice to any interested parties. To the extent permitted by law, Lessee agrees to waive all rights to notice as may be applicable under any such registration of this Lease Contract, including without limitation, notice of any financing statement, financing change statement, amendment or verification statement evidencing any such financing statement, financing change statement or amendment. Lessee agrees to pay to Lessor a minimum documentation fee of \$100.00 to be billed with the first rental payment to cover the account set-up administration and registration costs of Lessor. Lessee also agrees to pay a fee of \$5.00 for each rental invoice, notice or statement produced and sent to Lessee should payment hereunder, for whatever reason, not be made by pre-authorized means.

8. ASSIGNMENT. Lessee agrees not to transfer, sell, assign, sublet, pledge or encumber either the Equipment of any part of the Equipment or any rights or obligations under this Lease Contract without the prior written consent of Lessor and, notwithstanding Lessor's consent, Lessee, its heirs, executors, liquidators, administrators, successors, trustees and assigns and any guarantor shall remain jointly and severally liable (or solitarily liable if the laws of the Province of Québec apply) under this Lease Contract together with Lessee's assignee or sub-lessee. Lessor shall be paid a minimum fee of \$400.00 on account of its processing costs associated with an assignment or sub-lease. Lessor may at any time assign all or part of its right, title and interest in this Lease Contract and the Equipment and Lessor may grant security interests in the Equipment subject to Lessee's rights therein as set forth in this Lease Contract and, in such events, all of the provisions of this Lease Contract for the benefit of Lessor shall inure to the benefit of Lessor's assignee but such assignee shall not be liable for or be required to perform any of Lessor's obligations to Lessee. All rental payments due and to become due under this Lease Contract and assigned by Lessor shall be paid directly to Lessor's assignee upon written notice of such assignment to Lessee and the right of such assignee to the payment of assigned rentals and the performance of all Lessee's obligations and to exercise any other rights of Lessor hereunder shall not be subject to any defense, counterclaim or set-off which Lessee may have or assert against Lessor and Lessee hereby agrees that it will not assert any such defenses, set-offs or counterclaims and claims against Lessor's assignee.

9. TERMINATION AND RENEWAL. At the termination of this Lease Contract, Lessee may, at its own expense, deliver the Equipment to Lessor at such place as Lessor may designate in writing. The Equipment shall be delivered to Lessor in good order and repair except that ordinary wear and tear shall be accepted. In the case of computer or similar Equipment, Lessee shall remove all confidential data and all passwords and security protection from hard drives and other storage media and shall return such Equipment boxed with units in padded carrying cases or bubble wrap. Lessee shall give Lessor 90 days written notice prior to termination of this Lease Contract of its intention to return the Equipment. If Lessee chooses to return the Equipment upon the termination of this Lease Contract but returns it incomplete, Lessee shall be fully liable to Lessor for the value of the unreturned components as determined by Lessor. If Lessee does not return the Equipment to Lessor upon the termination of this Lease Contract in accordance with the terms of this paragraph, then this Lease Contract shall be automatically renewed for an additional twelve (12) month term subject to the same terms and conditions hereof (including the renewal provision) and the periodic rental payable during such renewal period will be the amount due for the last such period prior to the expiry of the initial Term of this Lease Contract.

10. INSURANCE. Lessee assumes the entire risk of loss or damage to the Equipment from any cause whatsoever. No loss or damage to the Equipment or any part thereof, shall affect or impair the obligations of Lessee hereunder which shall continue in full force and effect. Lessee shall obtain and maintain for the entire term of this Lease Contract, at its own expense, insurance against loss or damage to the Equipment including without limitation, loss by fire and theft, naming Lessor as the sole loss payee. The amount of insurance covering damage to or loss of the Equipment shall not be less than the full replacement value of the Equipment. Such insurance and written evidence thereof shall be delivered to Lessor or Lessor's designee upon request and must be satisfactory to Lessor. If Lessee fails to provide such evidence within 60 days of any request to do so, then Lessor shall have the right, but not the obligation, to have Lessor's own insurance placed at Lessee's expense. Lessor may at Lessor's discretion use Lessor's insurance on the Equipment at Lessee's expense until evidence of satisfactory insurance is received by Lessor or Lessor's designee. Lessee's expense shall include the full premium paid for Lessor's insurance (not reduced by any credit or refund or any other amount due or paid to Lessor or Lessor's affiliate with

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respect to Lessor's insurance) and any charges or fees of Lessor and of its designees associated with Lessor's insurance. Lessee shall pay such amounts in equal installments allocated to each lease payment plus interest on such amounts at 1.5% per month (18% per annum) or the highest rate permitted by law, whichever is less. In the event that any item of the Equipment shall become lost, stolen, destroyed or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Lessee shall promptly pay to Lessor an amount equal to (1) the cost that the subject lease is based on and (2) the amount of income earned by Lessor to the date of repudiation as determined by generally accepted and standard accounting principles as they pertain to installment payment transaction and (3) the amount of any sales taxes remitted by Lessor in respect to Lessee's unpaid payments less the total of the rental payments and unencumbered rental deposits, if any, not including sales taxes, made by Lessee.

11. COLLECTION CHARGES. If any part of any sum is not paid when due, Lessee agrees to pay Lessor a late charge of ten dollars (\$10.00) for each month said amount is delinquent, plus interest on the delinquent payment from the due date until paid at the rate of 24% per annum. If a cheque is returned to Lessor by Lessee's bank, Lessee agrees to pay Lessor a charge stipulated at the greater of \$75.00 or the actual bank charges to Lessor.

12. NOTICE. Until Lessor and Lessee notify each other of any new address in writing, any invoice or notice required by this Lease Contract or by law is validly given when mailed postage prepaid by first class mail to the address provided herein, subject to applicable law. Lessor and Lessee hereby agree that all documents, including this Lease Contract, sent by facsimile or other means of electronic transmission to the other party shall be considered original documents.

13. DEFAULT; REMEDIES. If Lessee fails to pay any rent or other amount herein provided within five (5) days after it is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease Contract, or if Lessee ceases doing business as a going concern, or if a petition is filed by or against Lessee under the Bankruptcy and Insolvency Act (Canada) or any amendment thereto, or if a receiver is appointed for Lessee or its property, or if Lessee becomes insolvent, makes an assignment for the benefit of creditors, offers a composition or extension of any of its indebtedness, or if Lessee, without Lessor's prior written consent, attempts to remove, sell, transfer, encumber, sublet or part with the possession of the Equipment, or if Lessor deems the Equipment to be in jeopardy, or if, in Lessor's determination, a material adverse change occurs in the financial condition, business, operations or prospects of Lessee, then this Lease Contract shall be in default. If the default is not remedied by Lessee within five (5) days of any written notice, then Lessor or its agent shall have the right to exercise any one or more of the following remedies: (a) to declare the entire amount of rent due or to become due under this Lease Contract immediately due and payable, without any further notice or demand to Lessee; (b) to sue for and recover from Lessee an amount equal to the unpaid balance of the rent due and to become due during the term of this Lease Contract; (c) terminate this Lease Contract and (d) to enter upon Lessee's premises, with or without notice, court order or other process of law, to take possession of any or all items of the Equipment without demand or notice wherever same may be located. Upon retaking possession of any or all items of the Equipment, Lessor may, at its option: (i) lease the repossessed Equipment, or any part thereof, to any third party on such terms and conditions as Lessor may determine; or (ii) sell the Equipment, or any part thereof, at a public auction or by private sale on such terms and conditions as Lessor may determine. All net proceeds of the foregoing shall be applied against amounts owing pursuant to the terms of this Lease Contract after deducting all reasonable costs incurred in connection with such disposition. Lessee shall remain liable for any deficiency. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Lease Contract and shall not relieve Lessee of its original obligations herein unless Lessor expressly so notifies Lessee in writing. Should any legal proceedings be instituted by Lessor to recover any monies due and to become due herein or for the repossession of the Equipment, Lessee shall be liable for and pay for all reasonable attorneys' fees and costs incurred. Additionally, Lessee shall pay to Lessor as compensation for additional administrative and clerical work, an amount equal to 15% of the total amount payable hereunder. Interest on the total amount payable, at the rate of 18% per annum, will be calculated monthly from the date of default.

14. ENTIRE AGREEMENT. This Lease Contract contains the entire agreement between Lessor and Lessee and may not be modified except by a written agreement properly executed by Lessor and Lessee. Notwithstanding the foregoing, Lessee hereby authorizes Lessor, without further notice, to complete the description of the Equipment including the quantity and serial numbers and other identification data when such is determined, to fill in any blank spaces on this Lease Contract, to date the Lease Contract and to make such other clerical modifications as may be required. This Lease Contract shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

15. GOVERNING LAW. This Lease Contract shall be interpreted and enforced in accordance with the laws of the Province wherein the Equipment is located. To the extent permitted by law or statute and to the extent the same extends to and relates to this Lease Contract, Lessee hereby waives the benefit of all provisions of any applicable statutes and regulations made thereunder in any and all provinces of Canada, which would in any manner, affect, restrict, or limit the rights of Lessor hereunder including, without limiting the generality of the foregoing, all of its rights, benefits and protection given or afforded to it by the provisions of The Limitation of Civil Rights Act (Saskatchewan), the Sale of Goods Act (British Columbia) and the Law of Property Act (Alberta) and any amendments thereto. For the purposes of the laws of the Province of Quebec, this Lease Contract shall constitute a contract of leasing pursuant to Article 1842 and seq. of the Civil Code of Québec, provided however during any renewal pursuant to section 9 above, this Lease Contract shall be deemed to constitute a lease pursuant to Article 1852 and seq. of the Civil Code of Québec.

16. CREDIT INVESTIGATION. Lessee hereby consents to Lessor conducting a personal investigation or credit check upon Lessee subject to applicable legislation.

17. ADD-ON EQUIPMENT. Lessee and Lessor agree that additional equipment ("Add-On Equipment") may be leased pursuant to this agreement. The agreement for such Add-On Equipment shall be subject to the terms and conditions of this Lease Contract except as specifically provided in writing. Any such writing, which may include a purchase order issued by Lessee for such Add-On Equipment, shall provide: (1) reference to this Lease Contract; (2) a description of the Add-On Equipment; (3) the Term of such Agreement; (4) the payment frequency and number of payments; and (5) the payment amount for the Add-On Equipment.

18. CONTRACT REPLACEMENT. If Lessee has a rental or lease contract that is being terminated and replaced by this Lease Contract, Lessee hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract are included in the payment amounts due under this Lease Contract.

19. PURCHASE MONEY SECURITY INTEREST AND PROCEEDS. This Lease Contract grants to Lessor a purchase money security interest in the Equipment and in the proceeds of the Equipment of whatever nature and kind and howsoever arising within the meaning of the personal property security acts of any province or territory in Canada in force or to come into force from time to time.

20. CONSENT. Lessee acknowledges that Lessor, Assignee and their affiliates may use contact, financial and other information about Lessee collected by or provided to Lessor or Assignee for the purpose of offering other products and services to Lessee that may be of interest. Lessor, Assignee or their affiliates may communicate with Lessee through various channels, including mail, telephone, computer or any other electronic channel using the most recent contact information provided by Lessee.

21. MISCELLANEOUS. Time is of the essence with respect to this Lease Contract. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or waiver of Lessor's rights. If more than one party signs this Lease Contract as Lessee and Co-Lessee, each party shall be jointly and severally liable (or solidarily liable if the laws of the Province of Québec apply). At the Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fifteen (15) days of such request. Any provision of this Lease Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Lease Contract and all other documents associated with this Lease Contract and all communications shall be in English. Les parties aux présentes conviennent à ce que ce document et tous autres documents et communications associés seront rédigés en anglais.

22. FACSIMILE OF A SIGNATURE. Lessee and Lessor acknowledge that a facsimile of a signature shall be accepted as an original execution.

Ryan C. Robertson BA, LLB, MBA
direct 403.407.2620
email RRobertson@robertsonllp.ca

Legal Assistant - Mikaela Campbell-Cassidy
Direct 403.407.2605
Email mcassidy@robertsonllp.ca

File No.: 4537002

March 26, 2021

VIA E-MAIL

Cassels Brock & Blackwell LLP
3810, Bankers Hall West
888 3 Street SW
Calgary, AB T2P 5C5

Attention: Danielle Marechal

Dear Madam:

**Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation
Court of Queen's Bench File No. 2101-01130**

With respect to the aforementioned matter, we are in receipt of your letter from March 24, 2021 ("Mar 24 Letter") and take issue with statements made therein. Our clients have been very co-operative given the circumstances and have provided both yourself (through our office) and the receiver directly, with all information and access as requested, to the best of their ability.

Per your requests for information in your Mar 24 Letter, we note the following:

- a) It is our understanding that you possess all relevant (and existing) information relating to the real property owned by the debtor. You have a copy of the lease relating to Unit 703, Highbury Luxury Towers. There are in fact no other leases as the other properties do not currently have tenants. Unit 702 tenant moved out in February and my client informed the receiver immediately and offered the keys as well a copy of the lease. This package remains available for pick up upon request.
- b) It is our understanding that you have a complete list of the properties owned by the debtor and that you have access to each. Please let us know what properties you do not have access to and we will arrange same.
- c) We confirm that no rental payments were received after Feb 12, 2021.

d) With regard to appliances at the Pine Lake property, there has never been a washing machine. The other appliances were owned by a third party (past tenant) and have since been repossessed by same. They were all older and of little value in any case.

e) Attached to this letter is a copy of a resolution and a bare trust agreement evidencing the fact that the real properties are in fact held, for and on behalf of, Dr. Musah's children.

f) The book value property you see in Debtor's full and compliant disclosure via his accountants indicate the ongoing repayment of medical school, university loans and other loans that have assisted Debtor in building a career in the medical profession with such success that BMO was willing to do business with him for almost 2 decades until the unfortunate demise of his businesses (Chris Musah Professional Corporation and Eaglesmed) on account of oil and gas economic turmoil and the economic devastation brought on by COVID 19. My client has slowly paid the loans for his education and business career to his family by a family arrangement where he contributed the amount of \$2.9 million over many years at his pace and ability, to building and renovating his late father property, that is now owned by my client's mother and his father's family trust. The client continues to owe his family educational trust another \$2.1 Million.

g) The lease agreements attached to your Mar 24 Letter relate to two machines. One of these machines (GentleMaxPro laser machine worth \$250,000) was in storage at the Pine Lake property, but my client now has it safe keeping. The other, smaller one's (pocket sized ultrasound machine) whereabouts are unknown as same has apparently gotten lost in the shuffle of events over the past year with multiple COVID shut down of clinics and the ban on use of laser or ultrasound equipment with a high potential for spreading COVID 19.

h) The contents of the MI-BOX moving containers referenced in your Mar 24 Letter were emptied and contents stored at the Pine Lake property in the storage shed. Other obsolete equipment and old furniture have been disposed of as they had no value. My client was in the process of arranging sub-leasing of part of the space at Eaglesmed Wellness Centre to a sub-lessor to help with the burden of monthly rent of \$34,000 per month by removing all derelict furniture to the storage in the Pine lake property when the Landlord misinterpreted this and locked my client out of his business prior to the receivership order.

I would like to reiterate that my clients do not have any files pertaining to the real property owned. They are completely reliant on the bookkeeper, Shauna McAloney in that regard. You are free to request of her what you need and she has been instructed to cooperate with you fully, however, if she does not have it, it is safe to say that it does not exist.

Please contact the writer at 403-407-2605, should you have any questions.

Yours truly,

ROBERTSON LLP



Ryan C. Robertson
RCR/mcc

Enclosures



THIS DECLARATION OF BARE TRUST AND NOMINEE AGREEMENT
(the "**Agreement**") is dated and effective as of the 10th day of September, 2015.
(the "**Effective Date**").

BETWEEN:

Vanessa Osilamah Musah and Joshua Igenegba Musah
(collectively, the "**Beneficial Owners**")

- and -

Christopher Musah Professional Corporation
(the "**Nominee**")

RECITALS:

A. The Nominee is the registered owner of the following properties:

- (i) #702, 10 Shawnee Hill SW, Calgary, Alberta;
- (ii) #703, 10 Shawnee Hill SW, Calgary, Alberta; and
- (iii) #16 Cutbank Close, Red Deer County, Alberta.

(collectively, the "**Properties**").

B. Legal title to the Properties has been registered in the name of the Nominee at the Southern Alberta Land Titles Registry and the Nominee has acquired and holds legal title to the Properties, as nominee, agent and bare trustee for the sole benefit and account of the Beneficial Owners as principals and Beneficial Owners, in accordance with this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment

The Beneficial Owners hereby appoint the Nominee as its nominee, agent and bare trustee to hold legal title to the Properties for and on behalf of the Beneficial Owners, subject always to the terms and conditions of this Agreement.

2. Nominee's Agreements

The Nominee hereby acknowledges and agrees that:

- (a) the Nominee has acquired and holds the legal title to the Properties as nominee, agent and bare trustee for the sole benefit and account of the Beneficial Owners as principals and Beneficial Owners and the Nominee has and will have no equitable or beneficial interest therein, and the equitable and beneficial interest in the Properties will be vested solely and exclusively in the Beneficial Owners;

- (b) any benefit, interest, profit or advantage arising out of or accruing from the Properties is and will continue to be a benefit, interest, profit or advantage of the Beneficial Owners and if received by the Nominee will be received and held by the Nominee for the sole use, benefit and advantage of the Beneficial Owners and the Nominee will account to the Beneficial Owners for any money or other consideration paid to or to the order of the Nominee in connection with the Properties as directed in writing by the Beneficial Owners;
- (c) the Nominee will, upon the direction of the Beneficial Owners, deal with the Properties and do all acts and things in respect of the Properties at the expense of and as directed by the Beneficial Owners from time to time and will assign, transfer, convey, lease, pledge, charge, or otherwise deal with the Properties or any portion thereof at any time and from time to time in such manner as the Beneficial Owners may determine, to the extent permitted under all relevant laws, without limiting the generality of the foregoing, the Nominee will transfer legal title to the Properties to or as directed by the Beneficial Owners forthwith upon the written demand of the Beneficial Owners; and
- (d) the Nominee will not deal with the Properties in any way or execute any instrument, document or encumbrance in respect of the Properties without the prior consent or direction of the Beneficial Owners.

3. Indemnity by Beneficial Owners

The Beneficial Owners hereby agree to indemnify and save harmless the Nominee against any and all liability, loss, cost, action, claim or expense resulting from the Nominee's holding of title to or dealing with the Properties as directed by the Beneficial Owners from time to time, except to the extent that the same results from a dishonest, fraudulent or negligent act or omission of the Nominee or its employees or agents.

4. Further Assurances

The Nominee will perform all such other acts and things and execute all such other documents as are necessary or desirable in the reasonable opinion of the Beneficial Owners to evidence or carry out the terms or intent of this Agreement.

5. Governing Law

This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of Alberta, which will be deemed to be the proper law hereof, and the courts of Alberta will have the non-exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

6. Amendment

This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

7. Enurement

This Agreement will enure to the benefit of and be binding upon the respective successors, legal representatives and assigns of the parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CHRISTOPHER MUSAH PROFESSIONAL CORPORATION


Per: _____
Name: Dr. Christopher Musah
Title: Director

Witness: Christopher Musah, for and on behalf of
Vanessa Osilamah Musah

Witness: Christopher Musah, for and on behalf of
Joshua Igenegba Musah

SHAREHOLDERS AND BOARD OF DIRECTORS RESOLUTION
CHRIS MUSAH PROFESSIONAL CORPORATION (CMPC).

10 September 2015.

Matters:

1. Holding real properties in trust by Chris Professional corporation (CMPC), that belong to Minors: Joshua Igenegba Musah (Date of Birth: 15th September 2006), Special needs (Autistic) son of Dr Christopher Musah and Iris Khumalo-Musah and Vanessa Osilamah Musah.
2. CMPC holds the life insurance of Dr Chris Musah in trust as a beneficiary on behalf of Dr Chris Musah's Children (Vanessa Musah- Date of birth: 15 September 2003 and Joshua Musah- date of Birth 15 September 2006).

Resolution:

The only voting Shareholder (Dr Christopher Musah) resolves that the following properties are owned by Joshua Igenegba Musah and Vanessa Musah; and were purchased by funds that were due to Dr. Chris Musah, held by CMPC as shareholder loan for the total amount of the purchase price of properties described herewith, are owned by Joshua Musah and Vanessa Musah and held in trust by CMPC until the Children Legal aid lawyers or CMPC apply to the courts for transfer of these properties and Insurance policy beneficiary status to Dr Chris Musah's children when they reach the age of majority.

Real Properties:

1. Unit 702, Highbury luxury towers, 10 Shawnee Hill road, Calgary, Alberta.
2. Unit 703, Highbury luxury towers, 10 Shawnee Hill road, Calgary, Alberta.
3. 16 CutBank close, Pine Lake Alberta.

Signed 

10 Sept 2015
Dr. Christopher Musah

President, Sole owner, Sole Voting Shareholder and Sole voting Board member and Chairman of the board.



April 12, 2021

Via E-Mail (rrobertson@robertsonllp.ca)

Robertson LLP
520, 999 8th Street SW
Calgary, AB T2R 1J5

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151
file # 49073-9

Attention: Ryan Robertson

Dear Sir:

**Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation – Court of Queen’s Bench File No. 2101-01130
Final Demand for Records**

As you are aware, we are counsel to Deloitte Restructuring Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of Eaglesmed Group Inc. (“**Eaglesmed**”) and Chris Musah Professional Corporation (“**CMPC**” and together with Eaglesmed, the “**Debtors**”). We are writing further to: (i) the Receiver’s correspondence to your client dated February 16, 17 and 23, 2021; (ii) our correspondence to you dated March 5, 9 and 24, 2021; and (iii) your correspondence to us dated March 6 and 26, 2021. Terms not otherwise defined herein shall have the meaning ascribed to them in the Receivership Order.

Bare Trust

We acknowledge receipt of the Declaration of Bare Trust and Nominee Agreement dated September 10, 2015 (the “**Trust Agreement**”). We are in the process of reviewing the Trust Agreement and will provide a response in relation to same in due course.

Property in West Africa

The books and records of the Debtors list the property in Benin, West Africa as an asset of CMPC with a book value of \$2.9 million (the “**West Africa Property**”). The description contained in your March 26, 2021 letter in relation to the West Africa Property is not clear and does not assist the Receiver in determining whether or not the West Africa Property constitutes realizable property of the Debtors’ estate. Given that the West Africa Property is listed as an asset of CMPC, we require any and all documents relating to the West Africa Property by no later than April 16, 2021. Such documents include, but are not limited to:

- (a) to the extent the West Africa Property includes real property:
 - (i) a municipal and legal description of the property at issue;
 - (ii) a recent copy of title to the West Africa Property;
 - (iii) copies of any appraisals or tax certificates relating to the West Africa Property;

- (b) to the extent the West Africa Property includes investment property, all account information, including account balances, the institution the accounts are held had and the holder of the accounts; and
- (c) copies of the bank/investment statements for the period January 1, 2020 to February 12, 2021.

MI-BOX

As set out in the Receivership Order, the Receiver has been appointed over all of the Debtors' current and future assets, undertakings and properties of every nature and kind (collectively, the "**Property**"). The removal of, failure to return and/or disposal of Property by your clients is in direct contravention of a Court Order. The Receiver demands that your client provide us with the following information by no later than April 16, 2021:

- (a) a detailed inventory of every piece of Property that was removed from the Eaglesmed premises by your clients via MI-BOX on or about February 11, 2021; and
- (b) a detailed list of every piece of Property that was sold by your clients, the amount it was sold for and to whom those proceeds of sale were paid.

Please be advise that the Receivership Order is an order of the Court and a failure to comply with the terms of the Receivership Order can result in a finding of civil contempt of Court. A finding of civil contempt of Court can result in penalties including monetary fines, a requirement to pay the legal costs associated with the Court application, and in some cases, imprisonment.

Please also be advised that we currently have Court time booked for May 4, 2021 at 10:00 am. In the event that your clients do not provide us with the information requested in this correspondence (the "**Requested Information**") to the satisfaction of the Receiver on or before April 16, 2021, the Receiver intends to seek a Court order compelling your client to provide the Requested Information and/or ordering that your clients appear before the Court to show cause as to why they should not be held in contempt of Court.

Please be advised that I will out of the office returned April 19, 2021. Should you require immediate assistance, please contact my assistant Richard Kay at rkay@cassels.com. We trust that your clients will govern themselves accordingly.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM
cc: Receiver
LEGAL*52833518.3

Ryan C. Robertson BA, LLB, MBA
direct 403.407.2620
email RRobertson@robertsonllp.ca

Legal Assistant - Mikaela Campbell-Cassidy
Direct 403.407.2605
Email mcassidy@robertsonllp.ca

File No.: 4537002

April 14, 2021

VIA E-MAIL

Cassels Brock & Blackwell LLP
3810, Bankers Hall West
888 3 Street SW
Calgary, AB T2P 5C5

Attention: Danielle Marechal

Dear Madam:

Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation
Court of Queen's Bench File No. 2101-01130

With respect to the aforementioned matter, we are in receipt of your letter of April 12, 2021 (Apr 12 Letter).

With respect to the "property in West Africa", neither Eaglesmed Group Inc. or Chris Musah Professional Corporation own property in West Africa.

With respect to the property that the clients moved to the Pine Lake Property prior to the receivership order being granted via MI-BOX, all such property (other than articles of no value that were discarded) remain at the Pine Lake property of which the Receiver has control. The movement of the items was done in the normal course of business and no items were sold.

Kindly let us know what action the Receiver has taken with regards to the other guarantors in this matter.

Please contact the writer at 403-407-2620 should you have further questions.

Yours truly,

ROBERTSON LLP



Ryan C. Robertson
RCR/mcc

Enclosures



April 21, 2021

Via E-Mail (rrobertson@robertsonllp.ca)

Robertson LLP
520, 999 8th Street SW
Calgary, AB T2R 1J5

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151
file # 49073-9

Attention: Ryan Robertson

Dear Sir:

Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation – Court of Queen’s Bench File No. 2101-01130

As you are aware, we are counsel to Deloitte Restructuring Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the property of Eaglesmed Group Inc. (“**Eaglesmed**”) and Chris Musah Professional Corporation (“**CMPC**” and together with Eaglesmed, the “**Debtors**”). We are writing further to: (i) the Receiver’s correspondence to your client dated February 16, 17 and 23, 2021; (ii) our correspondence to you dated March 5, 9 and 24, 2021 and April 12, 2021 (the “**April 12 Letter**”); and (iii) your correspondence to us dated March 6 and 26, 2021 and April 14, 2021 (the “**April 14 Letter**”). Terms not otherwise defined herein shall have the meaning ascribed to them in the April 12 Letter.

MI-BOX

The Receiver remains extremely concerned about a potential disposition of the Debtors’ assets (the “**Disposed Assets**”) during or immediately prior to the date of receivership (notwithstanding your clients’ assertion that such assets were of no value). The Receiver is considering its position in relation to the Disposed Assets. Please be advised that the Receiver reserves all of its rights and remedies in relation to the Disposed Assets.

Property in West Africa

The information provided in the April 14 Letter with respect to the West Africa Property is not sufficient for the Receiver’s purposes and the Receiver requires further documentation and information in relation to same. The accounting records of CMPC indicate that the following amounts were transferred from CMPC in relation to a “Rental Property – Benin Africa”:

Type	Date	Name	Memo	Split	Debit	Credit	Balance
Rental Property – Benin, Africa							1,635,892.37
Cheque	11/30/2017	Wire Payment	South Africa	BMO business banking	49,759.30		1,685,651.67
Cheque	12/28/2017	Wire Payment	South Africa	BMO business banking	52,965.70		1,738,617.37
Cheque	1/29/2018	Wire Payment	South Africa	BMO business banking	54,268.30		1,792,885.67
Cheque	2/16/2018	Wire Payment	South Africa	BMO business banking	50,109.99		1,842,995.66
Cheque	3/1/2018	Wire Payment	South Africa	BMO business banking	56,122.00		1,899,117.66
Cheque	4/2/2018	Wire Payment	South Africa	BMO business banking	28,141.15		1,927,258.81
Cheque	4/27/2018	Wire Payment	South Africa	BMO business banking	33,045.94		1,960,304.75
Cheque	5/10/2018	Wire Payment	South Africa	BMO business banking	52,715.20		2,013,019.95
Cheque	5/11/2018	Wire Payment	South Africa	BMO business banking	52,865.50		2,065,885.45
Cheque	5/18/2018	Wire Payment	South Africa	BMO business banking	104,635.00		2,170,520.45
Cheque	7/26/2018	Wire Payment	South Africa	BMO business banking	15,490.90		2,186,011.35
Cheque	8/2/2018	Wire Payment	South Africa	BMO business banking	25,060.00		2,211,071.35
Cheque	8/15/2018	Wire Payment	South Africa	BMO business banking	150,135.00		2,361,206.35
Cheque	9/13/2018	Wire Payment	South Africa	BMO business banking	46,152.10		2,407,358.45
Cheque	11/6/2018	Wire Payment	South Africa	BMO business banking	47,955.70		2,455,314.15
Cheque	1/11/2019	Wire Payment	South Africa	BMO business banking	24,809.50		2,480,123.65
Cheque	1/15/2019	Wire Payment	South Africa	BMO business banking	49,759.30		2,529,882.95
Cheque	1/17/2019	Wire Payment	South Africa	BMO business banking	100,135.00		2,630,017.95
Cheque	4/1/2019	Wire Payment	Africa	BMO business banking	72,060.00		2,702,077.95
Cheque	2019-05-06	Wire Payment	Africa	BMO business banking	73,560.00		2,775,637.95
Cheque	1/21/2020	Wire Payment	Africa	BMO business banking	46,001.80		2,821,639.75
Cheque	2/6/2020	Wire Payment	Africa	BMO business banking	46,402.60		2,868,042.35
Cheque	3/25/2020	Wire Payment	Africa	BMO business banking	69,999.99		2,938,042.34
					1,302,149.97	-	

The Receiver requires sufficient information to understand and reconcile the above noted payments, who they were made to and why they were made. In order to understand these payments, the Receiver requires (at a minimum) the following information (the “**Requested Information**”):

- (a) a municipal and legal description for the “Rental Property – Benin, Africa”;
- (b) a recent copy of title for the “Rental Property – Benin, Africa”;
- (c) information regarding the legal owner (and beneficial owner, if applicable) of the “Rental Property – Benin, Africa”;
- (d) copies of any appraisals or tax certificates relating to the “Rental Property – Benin, Africa”;
- (e) information and supporting documentation evidencing/explaining:
 - (i) the reason for the above noted payments;
 - (ii) to whom these payments were made;
 - (iii) all agreements and documents evidencing the reason that CMPC made the above noted payments; and
 - (iv) to the extent these payments were made for investment purposes, all account information, including account balances, the institution the accounts are held at, the holder of the accounts and copies of the bank/investment statements for the period January 1, 2020 to present.

Again, we reiterate that pursuant to paragraphs 4 to 6 of the Receivership Order, your clients are obliged to advise the Receiver of the existence of all “Property” and to provide the Receiver with all “Records” in your clients’ possession or control (as those terms are defined in the Receivership Order). In the event that the Requested Information is not provided to the Receiver

on or before 12:00 pm MT on Friday April 23, 2021, the Receiver will be seeking relief against your client during the Court application scheduled for May 4, 2021 at 10:00 am, as previously indicated in the April 12 Letter.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM

LEGAL*52919574.1

Clerk's Stamp

COURT FILE NO. 2101-01130

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Calgary

PLAINTIFF(S) **Bank of Montreal**

DEFENDANT(S) **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 **Notice of Withdrawal of Lawyer of Record**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Robertson LLP
Suite 520, 999 8th Street SW
Calgary, AB T2R 1J5
Ph: 403.406.2605
Fax: 403.407.2606
Attention: Ryan Robertson

Counsel for

Eaglesmed Group Inc., Chris Musah Professional Corporation. Christopher Musah, also know
(Name)

Defendants **withdraws as lawyer of record for that party.**
(Status)*

The last known address for

Eaglesmed Group Inc., Chris Musah Professional Corporation. Christopher Musah, also known as Chris Musah

Defendants is as follows:

2630 Evercreek Bluffs Way SW
Calgary, AB T2Y 4V7

Legal Counsel for Eaglesmed Group Inc., Chris Musah Professional Corporation. Christopher Musah, also known as CI
Defendants:

Law firm name: Robertson LLP

Per: _____

Ryan Robertson
Print Name of Lawyer Signing

WARNING
This withdrawal of lawyer of record takes effect 10 days after the affidavit of service of this document on every party is filed. After that date, no delivery of a pleading or other document relating to the action is effective service on the former lawyer of record or at any address for service previously provided by the former lawyer of record.