

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



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

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

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

Attention: Jeffrey Oliver / Danielle Marechal

NOTICE TO THE RESPONDENTS:

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

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

Date: May 4, 2021
Time: 10:00 a.m.
Where: Calgary, Alberta (via WebEx)
Before Whom: The Honourable Madam Justice L.B. Ho

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

Remedy claimed or sought:

1. Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as receiver and manager (in such capacity, the "**Receiver**") of the assets, properties and undertakings of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Companies**"), seeks the following:
 - (a) An Order substantially in the form of Schedule "A" hereto:
 - (i) if necessary, abridging the time for service of this Application and supporting First Report of the Receiver dated April 26, 2021 (the "**Report**") and declaring service to be good and sufficient;
 - (ii) approving the conduct and activities of the Receiver as described in the Report and the Confidential Supplement to the Report dated April 26, 2021 (the "**Confidential Supplement**");
 - (iii) approving the proposed marketing and sale of:
 - (A) the REMAX Properties (as defined below) on terms that are similar to the listing agreement attached as Appendix "J" to the Report (the "**REMAX Listing Agreement**"), but with modifications to reflect the within receivership proceedings; and
 - (B) the Peace River Property (as defined below) on terms that are substantially similar to the listing agreement attached as Appendix "K" to the Report (the "**Royal LePage Listing Agreement**" and together with the REMAX Listing Agreement, the "**Listing Agreements**"), but with modifications to reflect the within receivership proceedings;
 - (b) An Order substantially in the form of Schedule "B" hereto:
 - (i) if necessary, abridging the time for service of this Application and Report and declaring service to be good and sufficient; and
 - (ii) approving an asset purchase agreement (the "**APA**") between the Receiver and Ayman Tadros Professional Corporation (the "**Purchaser**"), on terms that are substantially similar to the form attached as Appendix "B" to the Confidential

Supplement and vesting the right, title and interest of Companies in and to the Purchased Assets (as defined in the APA) in the Purchaser free and clear of all claims and encumbrances;

- (c) An Order substantially in the form of Schedule “C” hereto:
 - (i) if necessary, abridging the time for service of this Application and Report and declaring service to be good and sufficient; and
 - (ii) sealing the Confidential Supplement;
- (d) An Order substantially in the form of Schedule “D” hereto:
 - (i) if necessary, abridging the time for service of this Application and Report and declaring service to be good and sufficient; and
 - (ii) amending the Receivership Order to clearly state that the Canadian Properties (as defined below) constitute “Property” within the meaning of the Receivership Order;
- (e) such further and other relief as this Honourable Court deems just.

Grounds for making this application:

Background

2. Pursuant to an Order of this Honourable Court (the “**Receivership Order**”) pronounced on February 12, 2021 (the “**Date of Receivership**”), Deloitte was appointed as receiver and manager of the Companies’ undertakings, assets and properties.
3. Eaglesmed is a private Alberta corporation and operated as a comprehensive medical facility at a leased premise in Calgary (the “**Leased Premises**”) but ceased operations prior to the Date of Receivership. Dr. Musah is the sole director and primary voting shareholder of Eaglesmed. Eaglesmed’s primary assets are medical equipment, computer equipment, and furniture and fixtures (collectively, the “**Eaglesmed Assets**”).
4. CMPC is a private medical corporation. Dr. Musah is the sole director and voting shareholder of CMPC. CMPC is a holding company for revenues earned by Dr. Musah and is the registered owner of five investment properties municipally and legally described as follows:

- (a) Unit 702, 10 Shawnee Hill, Calgary, AB (Condominium Plan 0914321/Unit 61 (“**Unit 702**”), a vacant rental property;
- (b) Unit 703, Shawnee Hill, Calgary, AB (Condominium Plan 0914321/Unit 62 (“**Unit 703**”), a rental property with a residential tenancy currently in place and expiring September 30, 2021;
- (c) 16 Cutbank Close, Pine Lake, AB (Plan 1860TD; Block A; Lot 16) (the “**Pine Lake Property**”);
- (d) 13801 92 Street, Peace River, AB (Plan 0720442; Block 3; Lot 19) (the “**Peace River Property**” and together with Unit 702, Unit 702 and the Pine Lake Property, the “**Canadian Properties**”); and
- (e) an investment property located in Benin, Africa with a net book value of approximately \$2,900,000 as at July 31, 2020 (the “**Benin Property**”).

Approval of the APA

- 5. The Receiver engaged GD Auctions to complete an appraisal of the Eaglesmed Assets (the “**GD Appraisal**”). The GD Appraisal provided a forced liquidation value for the Eaglesmed Assets and is attached as Appendix “A” to the Confidential Supplement.
- 6. The Receiver received four unsolicited expressions of interest to purchase some or all of the Eaglesmed Assets and one *bona fide en bloc* offer from the Purchaser. The Receiver has since entered into the APA with the Purchaser.
- 7. The key terms of the APA include:
 - (a) the sale of the Purchased Assets is on an “as is, where is” basis;
 - (b) the Purchased Assets will be removed from the Leased Premises by no later than May 10, 2021; and
 - (c) closing is subject to Court approval of the APA.
- 8. The Receiver is of the view that the APA should be approved for the following reasons:
 - (a) The APA contemplates an *en bloc* sale of the Eaglesmed Assets. An *en bloc* sale of the Eaglesmed Assets is preferable as the Receiver will have to incur additional costs to

move, store and solicitor offers for any unsold Eaglesmed Assets should a piecemeal sale strategy be pursued;

- (b) The approval of the APA will limit the administrative costs and maximize recovery for creditors. If the APA is not approved, the Receiver anticipates it 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. Given the relatively low appraised value of the Eaglesmed Assets, it is the Receiver's view that the costs associated with moving, storing and later selling the Eaglesmed Assets would be disproportionately high as compared to the value of the Eaglesmed Assets and would greatly reducing any recovery for creditors;
- (c) The Eaglesmed Assets consist primarily of medical equipment and are therefore, specialized in nature, which reduces the size of the market for such assets; and
- (d) The Receiver is advised that Bank of Montreal ("**BMO**"), the Companies primary secured creditor, supports the approval of the APA.

9. In the circumstances, the Receiver is of the view that:

- (a) the Receiver has made sufficient effort to obtain the best price for the Eaglesmed Assets;
- (b) the APA contains commercially reasonable terms; and
- (c) the sale will maximize the available recovery for the receivership estate.

Sales Process for the Canadian Properties and Listing Agreements

10. The Receiver solicited proposals from four realty firms with expertise in the residential sector. Based on the Receiver's review of the proposals and in consultation with BMO, the Receiver has selected:

- (a) REMAX to be the listing agent for Unit 702, Unit 703 and the Pine Lake Property (collectively, the "**REMAX Properties**"); and
- (b) Royal LePage Valley Realty ("**Royal LePage Valley**") to continue being the listing agent for the Peace River Property

11. The Receiver is of the view that:

- (a) the four proposals represent a sufficiently broad canvassing of potential listing agents based on the credentials and the reputation of the real estate firms selected;
 - (b) the REMAX proposal provides the most robust pricing outlook for the REMAX Properties; and
 - (c) each of REMAX and Royal LePage Valley have expertise in the marketing and sales of property of this nature, are well connected in the local and residential markets, and are familiar with the respective Canadian Properties.
12. The Receiver intends to enter into Listing Agreements with each of REMAX and Royal LePage Valley to market the Canadian Properties for an initial period of three months with review and cancellation options available upon the expiry of the listing agreements.

Alleged Trust Agreement and Amendments to the Receivership Order

13. On March 26, 2021, former counsel to the Companies provided a Declaration of Bare Trust and Nominee Agreement dated September 10, 2015 (the “**Trust Agreement**”).
14. Based on a review of the Trust Agreement, 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 are Dr. Musah’s children.
15. A review of the Trust Agreement indicates, among other things, that:
- (a) 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
 - (b) The Trust Agreement post-dates each of the BMO Mortgages (as defined in the Report), which BMO Mortgages are registered against title to the REMAX Properties and represent a first in time financial charge against the REMAX Properties.
16. Even if valid, the Alleged Trust Claim remains subject to the BMO Mortgages.
17. 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.

18. In order to avoid any potential ambiguity 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.

Production of Missing Information

19. Following its appointment, the Receiver completed an inventory count of the contents of the Leased Premises and discovered that certain assets were removed from the Leased Premises shortly before the Date of Receivership (the “**Missing Assets**”).
20. 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.
21. Neither the Receiver nor its counsel have been provided with the Missing Information and the Receiver seeks an Order to compel Dr. Musah to provide the Missing Information to the Receiver forthwith.

Sealing Order

22. The Receiver seeks an Order directing the sealing of the Confidential Supplement (the “**Sealing Order**”).
23. The Sealing Order is necessary, as the Confidential Supplement include commercially sensitive information, including information relating to the APA and listing agreements in relation to the Eaglesmed Assets and the Canadian Properties. Disclosure of the information contained in the Confidential Supplement could cause irreparable prejudice to creditors and other stakeholders of the Companies’. There are no reasonable alternative measures, and the benefits of the Sealing Order outweigh any negative effects on the interests of the public.

Actions of the Receiver

24. The Receiver's actions and activities as described in the Report are lawful and proper and consistent with the Receiver's powers and duties under the Receivership Order.

Material or evidence to be relied on:

25. Receivership Order, pronounced February 12, 2021 by the Honourable Justice D.B. Nixon;
26. The First Report of the Receiver, dated April 26, 2021;
27. Confidential Supplement to the First Report of the Receiver, dated April 26, 2021; and
28. Such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable rules:

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

Applicable Acts and regulations:

31. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, and in particular section 243 thereof;
32. *Judicature Act*, RSA 2000, c J-2, as amended, and in particular section 13(2) thereof;
33. *Personal Property Security Act*, RSA 2000, c P-7;
34. *Land Titles Act*, RSA 2000, c L-4 and in particular, sections 14, 130 and 203 thereof; and
35. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

36. None.

How the application is proposed to be heard or considered:

37. Via WebEx.

WARNING

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

SCHEDULE "A"

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

Clerk's Stamp

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

DOCUMENT **ORDER APPROVING SALES PROCESS, ACTIONS OF RECEIVER, ETC.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Cassels Brock & Blackwell LLP
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Email: joliver@cassels.com / dmarechal@cassels.com
File No.: 49073-9

Attention: Jeffrey Oliver / Danielle Marechal

DATE ON WHICH ORDER WAS PRONOUNCED: May 4, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice B.L. Ho

UPON THE APPLICATION by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**") for an order, among other things, approving the conduct and activities of the Receiver, approving the proposed marketing and sale of certain of CMPC's real property assets on terms substantially similar to the listing agreements submitted by REMAX and Royal LePage Valley Realty ("**Royal LePage**") and compelling the production of certain missing information; **AND UPON HAVING READ** the Receivership Order dated February 12, 2021 (the "**Receivership Order**"), the First Report of the Receiver dated April 26, 2021 (the "**Report**"), the Confidential Supplement to the Report, dated April 26, 2021 (the "**Confidential Supplement**") and the Affidavit of Service of Richard Kay, sworn , 2021; **AND UPON HEARING** the submissions of counsel for the Receiver, counsel to the Bank of Montreal and any other interested parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. Terms not otherwise defined herein shall have the meaning ascribed to them in the Report.

Approval of Marketing and Sale Process

3. The Marketing and Sale Process is hereby approved, and the Receiver is authorized but not obliged to enter into listing agreements with each of REMAX and Royal LePage.
4. The Receiver is hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Marketing and Sale Process and do all things as are reasonably necessary to conduct and give full effect to the Marketing and Sale Process and carry out its obligations thereunder.

Actions of the Receiver

5. The Receiver's activities as set out in the Receiver's Report and Confidential Supplement are hereby ratified and approved.

Production of Missing Information

6. Dr. Christopher Musah ("**Dr. Musah**") shall deliver to the Receiver, by no later than 7 days following service of this order on Dr. Musah (the "**Information Deadline**"), the following:
 - (a) the location of each of the Missing Assets;
 - (b) if one or more of the Missing Assets were sold, information regarding
 - (i) to whom they were sold to;
 - (ii) the price each Missing Asset was sold for;
 - (iii) where the proceeds from each sale were deposited;
 - (iv) all documents and records evidencing each sale and the flow of proceeds from each sale;

- (c) all information reasonably requested by the Receiver in related to the Benin Property, including without limitation:
- (i) a municipal and legal description for the Benin Property;
 - (ii) a recent copy of title for Benin Property;
 - (iii) information regarding the legal owner (and beneficial owner, if applicable) of the Benin Property;
 - (iv) copies of any appraisals or tax certificates relating to the Benin Property;
 - (v) information and supporting documentation evidencing/explaining:
 - (A) the reason for the payments outlined in Schedule "A" hereto (the "**Payments**");
 - (B) to whom the Payments were made;
 - (C) all agreements and documents evidencing the reason that CMPC made the Payments; and
 - (D) to the extent the 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.

(collectively, the "**Requested Information**").

7. In the event that Dr. Musah does not provide the Requested Information to the Receiver on or before the Information Deadline, the Receiver shall be entitled to appear before this Honourable Court at a date and time selected by the Receiver, during which time Dr. Musah shall be required to show cause as to why he shall not be held in contempt of Court.

Service

8. Service of this order shall be deemed good and sufficient by serving same on the persons listed on the service list in these proceedings and by posting a copy of it on the Receiver's website at: www.insolvencies.deloitte.ca/en-ca/Eaglesmed.

9. Service of this order on any party not listed on the service list for this application is hereby dispensed with.

J.C.Q.B.A

Schedule "A"
Payments

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	-	

SCHEDULE "B"

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

Clerk's Stamp

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

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

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Cassels Brock & Blackwell LLP
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Email: joliver@cassels.com / dmarechal@cassels.com
File No.: 49073-9

Attention: Jeffrey Oliver / Danielle Marechal

DATE ON WHICH ORDER WAS PRONOUNCED: May 4, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice B.L. Ho

UPON THE APPLICATION by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Ayman Tadros Professional Corporation (the "**Purchaser**") dated April 16, 2021 and appended in redacted form to Appendix "B" to the First Report of the Receiver dated April 26, 2021 (the "**Report**") and in unredacted form as Appendix "B" to the Confidential Supplement to the First Report dated April 26, 2021 (the "**Confidential Supplement**") and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated February 12, 2021 (the “**Receivership Order**”), the Report, the Confidential Supplement and the Affidavit of Service of Richard Kay sworn **;**, 2021; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and any other interest party;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

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

(all of which are collectively referred to as the “**Encumbrances**”) and for greater certainty, this Court orders that all Claims including Encumbrances affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Receiver’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver’s Closing Certificate and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however

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

8. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
11. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the Alberta *Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

13. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;

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

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 14. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 16. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at: www.insolvencies.deloitte.ca/en-ca/Eaglesmed.

and service on any other person is hereby dispensed with.

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

Justice of the Court of Queen's Bench of Alberta

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

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

DOCUMENT **RECEIVER'S CERTIFICATE**

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

RECITALS

- A. Pursuant to an Order of the Honourable Justice D.B. Nixon of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated February 12, 2021, Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**").
- B. Pursuant to an Order of the Court dated May 4, 2021, the Court approved the agreement of purchase and sale made as of April 16, 2021 (the "**Sale Agreement**") between the Receiver and Ayman Tadros Professional Corporation (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the

Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

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

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

Per; _____

Name:

Title:

SCHEDULE "B"
PURCHASED ASSETS

See attached list.

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	
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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 tablw (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 merakı MX64	Q2KN-2H92-R2CR	1	
MEDIA TRIX C7 SERIES	002780100M320180067	1	
MEDIA TRIX C7 SERIES	002780100M306190139	1	
Sisco merakı	Q2EX-CFPW-EPAU	1	
Sisco merakı	Q2EXWSQ9-F3UC	1	
Sisco merakı	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	

SCHEDULE "C"

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



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

DOCUMENT **SEALING ORDER**

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

Attention: Jeffrey Oliver / Danielle Marechal

DATE ON WHICH ORDER WAS PRONOUNCED: May 4, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice B.L. Ho

UPON THE APPLICATION OF Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**") for an order, *inter alia*, (i) authorizing the Receiver to enter into an asset purchase agreement (the "**APA**") between the Receiver and Ayman Tadros Professional Corporation (the "**Purchaser**") dated April 16, 2021; and (ii) approving the proposed sales process the Canadian Properties (as defined in the Report) (the "**Sales Process**"); **AND UPON HAVING READ** the Receivership Order pronounced February 12, 2021 (the "**Receivership Order**"), the First Report of the Receiver, dated April 26, 2021 (the "**Report**"), the Confidential Supplement to the Report dated April 26, 2021 (the "**Confidential**

Supplement") and the Affidavit of Service of Richard Kay, sworn ●, 2021; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

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

Sealing Order

2. The Confidential Supplement shall be sealed on the Court file, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, Alta Reg 124/2010.
3. The Confidential Supplement shall, until the earlier of: (i) the filing of Receiver's certificate confirming that the transactions contemplated by the APA and the Sales Process have been completed to the satisfaction of the Receiver; (ii) the discharge of the Receiver; or (iii) further Order of this Honourable Court, be sealed and kept confidential, to be shown only to a Justice of the Court of Queen's Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED IN COURT FILE NO. 2101-01130. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE B.L. HO ON MAY 4, 2021.

4. The Receiver is empowered and authorized, but not directed, to provide the Confidential Supplement (or any portion thereof, or information contained therein) to any interested party, entity or person that the Receiver considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Receiver.
5. Any party may apply to set aside paragraph 2 of this order upon providing the Receiver and all other interested parties with 5 days notice of such application.
6. Service of this order shall be deemed good and sufficient by serving same on the persons listed on the service list in these proceedings and by posting a copy of it on the Receiver's website at: www.insolvencies.deloitte.ca/en-ca/Eaglesmed.

7. Service of this order on any party not listed on the service list for this application is hereby dispensed with.

J.C.Q.B.A

SCHEDULE "D"

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

Clerk's Stamp

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

DOCUMENT **ORDER AMENDING RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Cassels Brock & Blackwell LLP
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Calgary, Alberta, T2P 5C5
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Email: joliver@cassels.com / dmarechal@cassels.com
File No.: 49073-9

Attention: Jeffrey Oliver / Danielle Marechal

DATE ON WHICH ORDER WAS PRONOUNCED: May 4, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice B.L. Ho

UPON THE APPLICATION by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**") for an order, among other things, amending the Receivership Order pronounced on February 12, 2021 (the "**Receivership Order**") in the within proceedings; **AND UPON HAVING READ** the Receivership Order, the First Report of the Receiver dated April 26, 2021 (the "**Report**"), the Confidential Supplement to the Report, dated April 26, 2021 and the Affidavit of Service of Richard Kay, sworn , 2021; **AND UPON HEARING** the submissions of counsel for the Receiver, counsel to the Bank of Montreal and any other interested parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. Paragraph 2 of the Receivership Order is hereby deleted and replaced with the following:

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, including without limitation the real property attached as Schedule "A" hereto (collectively, the "**Property**").

Service

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

J.C.Q.B.A

SCHEDULE "A"
REAL PROPERTY

See attached certificates of title.



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 21 DAY OF APRIL,
2021 AT 02:38 P.M.

ORDER NUMBER: 41487383

CUSTOMER FILE NUMBER: 49073-9 kn



END OF CERTIFICATE

(CONTINUED)

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

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



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
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2021 AT 02:38 P.M.

ORDER NUMBER: 41487383

CUSTOMER FILE NUMBER: 49073-9 kn



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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



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

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

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TOTAL INSTRUMENTS: 011

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