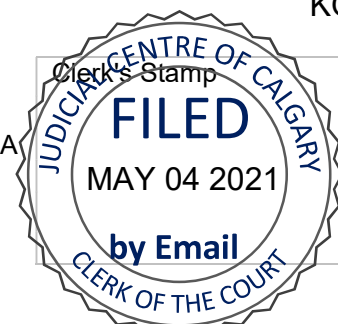


COURT FILE NUMBER 2101-01130  
 COURT COURT OF QUEEN'S BENCH OF ALBERTA  
 JUDICIAL CENTRE CALGARY  
 PLAINTIFF BANK OF MONTREAL  
 DEFENDANT EAGLESMED GROUP INC., CHRIS MUSAH PROFESSIONAL CORPORATION, CHRISTOPHER MUSAH, ALSO KNOWN AS CHRIS MUSAH, CHARLES FRANKLIN JOHNSON PROFESSIONAL CORPORATION, CHARLES 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

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 File No.: 49073-9

I hereby certify this to be a true copy of

the original ORDER

Dated this 4th day of May, 2021



for Clerk of the Court

**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 L.B. 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 April 28, 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 (collectively, the "**Listing Agreements**"), subject to the conditions set out in paragraphs 4 and 5 below.
4. The Receiver is authorized to list the Canadian Properties for sale on or after May 18, 2021 in an amount not less than the list prices indicated below (collectively, the "**List Prices**"):
  - (a) Unit 702 - \$359,900;
  - (b) Unit 703 - \$249,900;
  - (c) Pine Lake Property - \$775,000; and
  - (d) Peace River Property - \$75,000;

unless on or before 5:00 pm on May 17, 2021, the Debtors notify the Receiver that the Debtors dispute one or more of the List Prices (the "**Disputed List Price(s)**") and the amount of the Disputed List Price(s) cannot be consensually resolved between the Debtors and the Receiver prior to May 24, 2021.

5. In the event that the Disputed List Price(s) cannot be consensually resolved between the Debtors and the Receiver, the Debtors shall have until May 24, 2021 to bring and have heard an application to modify the Disputed List Price(s) (the "**List Price Application**"). In the event that the List Price Application is not brought and heard prior to May 24, 2021, the Receiver is authorized to list the Canadian Properties for sale on or after May 25, 2021 in an amount not less than the List Price.
6. The Receiver is hereby authorized but not obligated to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Marketing and Sale Process or the Listing Agreements and do all things as are reasonably necessary to conduct and give full effect to the Marketing and Sale Process and Listing Agreements and carry out its obligations thereunder.

7. The listing of the properties set out in paragraphs 4(a), (b), and (c) (collectively, the “**Alleged Trust Properties**”) above is without prejudice to:
- (a) any trust arguments that may be advanced on behalf of the alleged beneficiaries to the Alleged Trust Claim; and
  - (b) any arguments with respect to the allocation of the Receiver’s Charges amongst the Property of the Debtors.

Actions of the Receiver

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

Production of Missing Information

9. Dr. Christopher Musah (“**Dr. Musah**”) shall deliver to the Receiver, by no later than 14 days following service of this order on Dr. Musah (the “**Information Deadline**”), the following on a best efforts basis:
- (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**").

10. 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

11. 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](http://www.insolvencies.deloitte.ca/en-ca/Eaglesmed).
12. Service of this order on any party not listed on the service list for this application is hereby dispensed with.



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J.C.Q.B.A.

**Schedule "A"**  
**Payments**

Type	Date	Name	Memo	Split	Debit	Credit	Balance
<b>Rental Property - Benin, Africa</b>							<b>1,635,892.37</b>
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		<b>2,938,042.34</b>
					<b>1,302,149.97</b>	<b>-</b>	