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Feb. 16, 2022  
Justice Horner

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

**DATED FEBRUARY 7, 2022**

**PREPARED BY DELOITTE RESTRUCTURING INC.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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Receiver

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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.
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 ("**Dr. 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.
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 the appointment of a Receiver over the Debtors.
7. On April 26, 2021, the First Report of the Receiver (the "**First Report**") along with the confidential supplement of the First Report (the "**Confidential Supplement**") were filed in support of the Orders pronounced on May 4, 2021 which approved, amongst other things, amending the Receivership Order (the "**Amending Order**"), the sale of Eaglesmed assets (the "**Eaglesmed Sale and Vesting Order**"), and the sale process with respect to four (4) of the CMPC investment properties located in Canada (the "**Canadian Properties**") (the "**CPMC Sales Process Order**"). Copies of the Amending Order, Eaglesmed Sale and Vesting Order and the CPMC Sales Process Order are attached here to as **Appendix "A"**, **Appendix "B"**, and **Appendix "C"**, respectively. A sealing Order with respect to the Confidential Supplement to the First Report was also pronounced on May 4, 2021 (the "**Sealing Order**"), attached hereto as **Appendix "D"**.
8. The Receivership Order, together with related Court documents, the Notice to Creditors, First Report, and this second report of the Receiver (the "**Second Report**") have been posted on the Receiver's website (the "**Receiver's Website**") at [www.insolvencies.deloitte.ca/en-ca/Eaglesmed](http://www.insolvencies.deloitte.ca/en-ca/Eaglesmed).

9. Unless otherwise provided, all other capitalized terms not defined in this Second Report are as defined in the Receivership Order.
10. This Second Report should be read in conjunction with the Confidential Supplement to the Second Report dated February 7, 2022 (the "**Second Confidential Supplement**").

## Purpose

11. The purpose of this Second Report is to:
  - a) Provide the Court with an update of the Receiver's activities since the date of the First Report;
  - b) Provide the results of the Receiver's Sales Process (defined later in this Second Report); and
  - c) 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 February 6, 2022 (the "**APA**") between the Receiver and the Unit 703 purchaser (the "**Purchaser**"), 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 Unit 703 (as defined in the APA) to the Purchaser free and clear of all claims and encumbrances, aside from certain permitted encumbrances. A redacted copy of the APA is attached as **Appendix "E"** to this Second Report and an unredacted copy of the APA is attached as **Appendix "A"** to the Second Confidential Supplement;
    - iii. Approving an increase in the maximum outstanding principal amount of the Receiver's Borrowing Facility (as defined later in this Second Report) from \$100,000 to \$200,000 to continue maintenance and preservation activities in respect of the Property;
    - iv. Sealing the Second 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; or (iii) further Order of this Honourable Court
    - v. Providing such further or other relief that the Court considers just and warranted in the circumstances.

## Terms of reference

12. In preparing this Second 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 Second Report.
13. 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 Second Report. Any use, which any party makes of the Second Report, or any reliance or decision to be made based on the Second Report, is the sole responsibility of such party.

14. All dollar amounts in this Second Report are in Canadian dollars, unless otherwise indicated.

## Receiver's Activities

15. The Receiver has undertaken and performed the following activities since the First Report:

- a) Closed the sale of the Eaglesmed assets, as defined in the First Report, pursuant to the Eaglesmed Sale and Vesting Order;
- b) Continued and concluded efforts to obtain information relating to the Missing Assets as defined in the First Report. Based on various correspondence with Dr. Musah's legal counsel, the Receiver is of the view that all voluntarily available information with respect to the Missing Assets has been collected voluntarily;
- c) Maintained insurance coverage for the remaining assets of the Debtors;
- d) Continued to collect rent from 703, 10 Shawnee Hill SW, Calgary, AB (the "**Rental Property**" or "**Unit 703**"). Provided periodic updates to the tenant regarding the sale process for Unit 703 and the Receiver has served a termination letter with respect to the month-to-month tenancy to facilitate the close of the sale of Unit 703 (discussed in more detail below);
- e) Conducted a marketing and sales process in respect of the Canadian Properties, as described in more detail later in this Second Report and the Second Confidential Supplement, including negotiating the APA with respect to Unit 703;
- f) Continued efforts to obtain information relating to the Benin Property as defined in the First Report. Miles Davison LLP, Dr. Musah's legal counsel, wrote the Receiver on July 14, 2021 (the "**July 14 Correspondence**") advising that the Benin Property is owned by Dr. Musah's family and CMPC has no ownership interest in the lands. Payments totalling approximately \$2.9 million were intended for investment purposes, which may have been used for overlapping purposes including land improvements to facilitate the initial business purpose of the land (a medical clinic that Dr. Musah advises became unfeasible) but were also of benefit to Dr. Musah's family. The July 14 Correspondence also states that some of the payments could potentially be reallocated as repayment for money Dr. Musah's family had provided him previously as loans to fund his education and various business ventures, but advises that it would be difficult to provide an accurate breakdown. Finally, the July 14 Correspondence advises that there is no realizable value from the investment. As at the date of this Second Report the Receiver continues to investigate this matter. A copy of the July 14 Correspondence is attached hereto as **Appendix "F"**.
- g) Administered the Wage Earner Protection Program and corresponded with former employees with respect to same;
- h) Responded to queries from Canada Revenue Agency (the "**CRA**") regarding the Debtors' Goods and Services Tax ("**GST**") and payroll accounts, and reconciling CRA's deemed trust claim;
- i) Addressed post-receivership GST matters;
- j) Prepared interim statutory reports and filed same with the Office of the Superintendent of Bankruptcy in accordance with subsection 246(2) of the *Bankruptcy and Insolvency Act*;
- k) Corresponded with Cassels, Brock & Blackwell LLP ("**Cassels**"), the Receiver's independent legal counsel, on various legal matters related to the receivership;
- l) Corresponded with creditors, employees, and other stakeholders;
- m) Prepared, reviewed, and finalized this Second Report; and

- n) Addressed additional matters of both a general and specific nature as they arose from time to time.

## Creditor Claims

### M. Akinsipe Medical Professional Corporation

16. By way of background, the Receiver understands that Dr. Mercy Akinsipe was acting as the locum physician pursuant to a management agreement dated September 28, 2020 (the "**Management Agreement**") at the Eaglesmed clinic, in Dr. Musah's absence prior to the receivership proceedings. After the Date of Receivership, the Receiver contacted Dr. Akinsipe, the last known physician working at the clinic via telephone and email to obtain information with respect to the operations, including confirming the status of patient appointments. On March 1, 2021, the Receiver issued a letter to all known physicians who at one time or another worked at the Eaglesmed clinic to, amongst other things, canvass for a Custodian of patient records as defined by the *Alberta Health Information Act* and determine what amounts (if any) were owed to each physician.
17. On June 28, 2021, by way of email, Dr. Akinsipe requested payment in the amount of \$9,000 owed to her by July 6, 2021 or she may take legal action against the Receiver. The Receiver advised Dr. Akinsipe and her legal counsel, that based on the information available to the Receiver that Dr. Akinsipe had an unsecured claim against the Eaglesmed receivership, and the Receiver did not anticipate any distributions to unsecured creditors as the secured creditors of Eaglesmed are expecting to suffer a significant shortfall.
18. On August 13, 2021, M. Akinsipe Medical Professional Corporation filed a claim under the *Wage Earner Protection Program Act* ("**WEPP**") for amounts owing in the amount of \$9,500 (the "**Akinsipe Claim**").
19. On December 16, 2021, the Receiver disallowed the Akinsipe Claim as a WEPP claim and admitted the claim as an unsecured claim. A copy of the partial disallowance is attached hereto as **Appendix "G"**.
20. On January 19, 2021, Dr. Akinsipe wrote the Receiver disputing the partial disallowance and made various allegations against the Receiver that, in the Receiver's view, are unfounded and without merit (the "**January 19 Correspondence**"). A copy of the January 19 Correspondence is attached as **Appendix "C"** to the Second Confidential Supplement. The Receiver's response to the January 19 Correspondence is attached hereto as **Appendix "H"**.

### Canada Revenue Agency

21. As outlined in the First Report, the Receiver understands that there are unremitted payroll source deduction arrears owed by Eaglesmed to CRA in the amount of approximately \$47,000. Based on the books and records of the Debtors, the Receiver estimates there are outstanding GST amounts totalling approximately \$9,800 owed by the Debtors to CRA. CRA is currently conducting payroll and GST audits on the Debtors and the Receiver anticipates it will receive the audit results from the CRA in the near future.
22. The Receiver wrote 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. CRA agreed to allow up to \$62,898 in reasonable fees and costs to be paid ahead of CRA's priority claim in accordance with the CRA letter dated June 28, 2021 (the "**CRA Administrative Agreement**").
23. There are insufficient funds to settle the Receiver's Borrowings and Receiver's fees; consequently, there will be no funds available for CRA's priority claim at this time.

**WEPP**

24. 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 filed their claims with the assistance of the Receiver and Service Canada has assessed and paid out the claims filed, resulting in a WEPP priority claim by Service Canada against the Eaglesmed estate of approximately \$2,800.

**CMPC Marketing and Sales Process**

25. Pursuant to and in accordance with the CMPC Sale Process Order, the Receiver undertook a sale process of the Canadian Properties, the details of which are discussed further at paragraphs 49 to 57 of the First Report (the "**CMPC Sale Process**").
26. REMAX ("**REMAX**") and Royal LePage Valley Realty ("**Royal LePage**") were retained by the Receiver to list the properties for sale as follows:

- a) REMAX commenced its marketing program for Unit 702, Unit 703, and the Pine Lake Property (collectively, the "**REMAX Properties**") on May 5, 2021. There was no interest expressed in the REMAX Properties in the first five (5) months of the listings and as a result, price reductions were implemented on October 21, 2021 to generate activity on the listings. As at the date of this Second Report, there were no viewings or offers on Units 702 and the Pine Lake Property.

Legal Land Description	Municipal Address	City	Province	Original List Price	Reduced List Price
				5/5/2021	10/21/2021
CONDOMINIUM PLAN 0915321/UNIT 62	#703 - 10 Shawnee Hill SW	Calgary	AB	249,900	239,900
CONDOMINIUM PLAN 0915321/UNIT 61	#702 - 10 Shawnee Hill SW	Calgary	AB	359,900	349,900
PLAN 1860TR; BLOCK A; LOT 16	16 Cutbank CL	Pine Lake	AB	775,000	750,000

- b) Royal LePage, the existing realtor for the Peace River Property prior to the receivership proceedings, continued its marketing program under a new listing agreement with the Receiver, effective May 5, 2021. No price reductions have been implemented at the time of this Second Report.

Legal Land Description	Municipal Address	City	Province	Original List Price	Reduced List Price
				5/5/2021	
PLAN 0720442; BLOCK 3; LOT 19	13801 - 92 Street	Peace River	AB	75,000	N/A

27. REMAX and Royal LePage undertook an extensive sales and marketing process deploying various marketing tools including, but not limited to, an online listing of the Canadian Properties on REMAX and Royal LePage's commercial website and MLS Commercial listing website and posting the listing on REMAX and Royal LePage's in-house marketing database.
28. Throughout the CMPC Sale Process, REMAX and Royal LePage provided the Receiver with regular reporting regarding its marketing activities, including the number of prospective purchasers which have expressed an interest in the Canadian Properties.
29. The marketing efforts specifically for Unit 703, through various marketing tools, generated over 550 online views from 12 sites. Of these online viewings, only two (2) parties viewed Unit 703, and one (1) offer was submitted to the Receiver (the "**Offer**"), which is detailed in the Second Confidential Supplement.
30. The Receiver is of the view that the Offer made by the Purchaser, as further described in the Second Confidential Supplement, should be approved by the Court for the following reasons:
- a) REMAX undertook a strategic and broad canvassing of the market to obtain the highest sale price for Unit 703;

- b) Unit 703 has been on the market for approximately nine (9) months and the Purchase Price (as defined at paragraph 11 of the Second Confidential Supplement) is the highest offer that is likely to be obtained;
  - c) the only substantive condition precedent in the APA is Court approval;
  - d) The Purchase Price is consistent with REMAX's assessed value of Unit 703 based on current market conditions;
  - e) The APA provides the greatest recoveries for the receivership estate;
  - f) The Receiver's borrowings to maintain the Canadian Properties to the date of this Second Report will be satisfied from the sales proceeds with the residual sales proceeds being of a quantum to satisfy the known unpaid property taxes of approximately \$3,100;
  - g) The Receiver's fees and those of its legal counsel will be satisfied from the sales proceeds rather than having to be paid by BMO;
  - h) The Receiver is advised that BMO supports the APA; and
  - i) There are no other parties prepared to offer a higher amount than the Purchase Price contemplated by the APA.
31. Based on the exhaustive sales process undertaken by REMAX and the value offered by the APA, the Receiver is of the view that the APA is commercially reasonable and will maximize the available recovery for the receivership estate. Additional reasons and support are included in the Second Confidential Supplement. Accordingly, the Receiver requests that this Honourable Court approve the APA for the reasons outlined herein and in the Second Confidential Supplement and vest title to Unit 703 in and to the Purchaser.

## Alleged Trust Agreement – Canadian Properties

32. As previously discussed in the First Report, 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**").
33. 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.
34. Cassels has reviewed a copy of the Trust Agreement and has made the following preliminary determinations:
- a) 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;
  - b) 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
  - c) The Trust Agreement post-dates each of the BMO Mortgages, which BMO Mortgages have been registered on title against the REMAX Properties and represent a first in time financial charge against the REMAX Properties.

35. 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.
36. As a result of the foregoing, the Receiver is of the view that the REMAX Properties constitute property of CMPC, are captured by the Receivership Order and any and all sales proceeds are an asset of the receivership estate.

## Sealing of Second Confidential Supplement

37. 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.
38. The Confidential Supplement contains commercially sensitive information pertaining to the valuation of Unit 703, certain confidential information in respect of the offer submitted to the Receiver for Unit 703, 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 Unit 703 (should the sale contemplated by the APA not close) and the Canadian Properties. The Confidential Supplement also contains disputed allegations against certain employees of Deloitte that, in the opinion of the Receiver, are unfounded and could adversely impact the reputation of the individuals involved.
39. 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.

## Fees and disbursements of the Receiver

40. The Receiver's professional fees are calculated based on hours spent at rates established by each professional based on their qualifications and experience.
41. The Receiver's fees and disbursements in relation to the administration of the Receivership up to and including January 31, 2022, total approximately \$116,000 (excluding GST). This total comprises two (2) interim invoices for Receiver's fees and disbursements from February 12, 2021 to November 1, 2021 totalling \$106,000 and unbilled work-in-progress to January 31, 2022 of \$10,000.
42. The Receiver notes that approximately \$64,000 (excluding GST) of its professional fees and disbursements have been paid out of net proceeds in the Eaglesmed estate pursuant to the CRA Administrative Agreement with the remainder to be paid from Receiver's Borrowings.
43. In the Receiver's opinion, the services rendered in respect of these fees and disbursements have been duly rendered in response to required and necessary duties of the Receiver hereunder and are reasonable in the circumstances. A summary of the invoices is attached as **Appendix "I"**. Detailed time records supporting the invoices are available upon request.

## Fees and disbursements of legal counsel

44. The Receiver's legal counsel's cumulative fees and disbursements on this matter up to and including January 31, 2022, total approximately \$92,000 (excluding GST). This total comprises eight (8) interim invoices for legal fees and disbursements from January 11, 2021 to December 31, 2021 totalling approximately \$87,000 and unbilled work-in-progress to January 31, 2022 of \$5,000. The accounts of the Receiver's legal counsel are calculated based on hours spent at rates established by each professional based on their qualifications and experience. The Receiver is of the opinion that legal counsel's fees are reasonable and appropriate in the circumstances. A summary of the invoices is attached as **Appendix "J"**. Detailed time records supporting the invoices are available upon request.

## Interim Statement of Receipts and Disbursements

45. The interim Statement of Receipts and Disbursements reflecting the administration of the receivership for the period February 12, 2021 to January 31, 2022, attached hereto as **Appendix "K"**, is summarized below:

**In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional  
Combined Statement of Actual plus Estimated Receipts and Disbursements  
As at January 31, 2022**

\$CAD	Eaglesmed Group Inc.	Chris Musah Professional Corporation	Total
Receipts	108,123	77,682	185,805
Disbursements	(108,123)	(47,526)	(155,650)
<b>Estate balances as at January 31, 2022</b>	<b>-</b>	<b>30,156</b>	<b>30,156</b>

46. Pursuant to the Receivership Order, the Receiver may borrow up to \$100,000 in aggregate without further Court approval (the "**Borrowing Facility**"). As at the date of this Second Report, the Receiver's borrowings total \$100,000 to fund the receivership proceedings.
47. As at January 31, 2022, the Receiver held \$30,156 in its trust account. The Receiver estimates that the funds it holds will be applied against costs incurred to oversee the Canadian Properties until the CMPC Sales Process concludes such that no funds will be available for distribution.
48. The Receiver will require funds exceeding the Borrowing Facility of \$100,000 as set out in the Receivership Order to continue to administer the receivership and to maintain and preserve the Canadian Properties during the CMPC Sale Process. Accordingly, the Receiver recommends that the Borrowing Facility be increased from \$100,000 to \$200,000.
49. BMO is supportive of the proposed Borrowing Facility increase and will provide the necessary funds to the Receiver under Receiver's Certificates as and when required.

## Conclusions and Recommendations

50. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief detailed in Section 11 (c) of this Second 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 7<sup>th</sup> day of February 2022.

**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"**

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 AMENDING RECEIVERSHIP ORDER**

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, 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 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. 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**").
3. The amendment in paragraph 2 is without prejudice to any trust arguments that may be advanced on behalf of the alleged beneficiaries to the Alleged Trust Claim (as defined in the Report).

General

4. The Office of the Public Trustee 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.
5. 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).
6. 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.





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

ORDER NUMBER: 41487383

CUSTOMER FILE NUMBER: 49073-9 kn



\*END OF CERTIFICATE\*

---

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
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THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
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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  
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 21 DAY OF APRIL,  
2021 AT 02:38 P.M.

ORDER NUMBER: 41487383

CUSTOMER FILE NUMBER: 49073-9 kn



\*END OF CERTIFICATE\*

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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 830 973            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



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\*

---

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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 "B"**

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

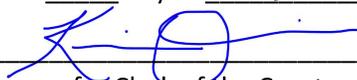
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
888 3<sup>rd</sup> Street SW  
Calgary, Alberta, T2P 5C5  
Telephone: (403) 351-2920  
Facsimile: (403) 648-1151  
Email: joliver@cassels.com / dmarechal@cassels.com  
File No.: 49073-9

I hereby certify this to be a true copy of

the original ORDER

Dated this 4th day of May, 201

  
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 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 April 28, 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](http://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.

A handwritten signature in black ink, appearing to read "A. B. Smith". The signature is written in a cursive, flowing style with a large initial "A" and "S".

---

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 DEFENDANTS	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 **RECEIVER'S CERTIFICATE**

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

**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.

<b>Asset</b>			
<b>Description</b>	<b>Serial number</b>	<b>Quantity</b>	
<b>Reception</b>			
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
<b>Front office</b>			
View Sonic Monitor	T6X131646293		1
HP Laser Jet Pro Color MFP Printer	CE863A		1
Polycom Telephones			2
HP Tower	TUA3190LOM		1
<b>Reception Storage</b>			
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
<b>Common area #1 (north of reception)</b>			
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
<b>Minor Surgery Suite 2221</b>			
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
<b>Exam Room 2225</b>			
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
<b>Exam Room 2224</b>			
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	

<b>Asset</b>			
<b>Description</b>	<b>Serial number</b>	<b>Quantity</b>	
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	
<b>Exam Room 2217</b>			
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	
<b>Exam Room 2220</b>			
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	
<b>Exam Room 2218</b>			
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	
<b>Physicians Den</b>			
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	

<b>Asset</b>			
<b>Description</b>	<b>Serial number</b>	<b>Quantity</b>	
Polycom telephone			1
Keyboard and mouse			1
shredding box (brown)			1
Office Chairs (black)			5
HP Tower	MD2214		1
HP Tower	2UA3190L13		1
<b>Exam Room 2219</b>			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
<b>Hallway #3</b>			
art work - painting			1
<b>Aqua Room</b>			
Aquamed Dry Hydrotherapy bed			1
JTL Touchscreen computer	A98244		1
<b>Exam room 105</b>			
HP Tower	2UA3190L04		1
<b>Hallway #4</b>			
5 drawer roll top filing cabinets			3
6 bin locker (brown)			1
shredding box (brown)			2
<b>KITCHEN</b>			
FRIDGE (STAINLESS STEEL FRONT)			1
LEXMARK	192.168.28.24		1
<b>Back Reception</b>			
Metal Cage			1
Art work - canvas painting			1

<b>Asset</b>			
Description	Serial number	Quantity	
office chair		1	
tall stool		1	
coffee tablw (glass round)		1	
<b>Engineering Hub</b>			
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 merakli MX64	Q2KN-2H92-R2CR	1	
MEDIA TRIX C7 SERIES	002780100M320180067	1	
MEDIA TRIX C7 SERIES	002780100M306190139	1	
Sisco merakli	Q2EX-CFPW-EPAU	1	
Sisco merakli	Q2EXWSQ9-F3UC	1	
Sisco merakli	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	
<b>Kitchen</b>			
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"**

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.**

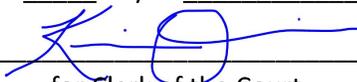
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
888 3<sup>rd</sup> Street SW  
Calgary, Alberta, T2P 5C5  
Telephone: (403) 351-2920  
Facsimile: (403) 648-1151  
Email: joliver@cassels.com / dmarechal@cassels.com  
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>	

## **APPENDIX "D"**

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



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

DOCUMENT

**SEALING ORDER**

I hereby certify this to be a true copy of the original ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
888 3<sup>rd</sup> Street SW  
Calgary, Alberta, T2P 5C5

Dated this 4th day of May, 2021

Telephone: (403) 351-2920  
Facsimile: (403) 648-1151  
Email: joliver@cassels.com / dmarechal@cassels.com

  
for Clerk of the Court

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 L.B. 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 April 28, 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 L.B. 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](http://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.

A handwritten signature in black ink, appearing to read "J.C.Q.B.A.", written in a cursive style.

---

J.C.Q.B.A

## **APPENDIX "E"**

**REAL ESTATE PURCHASE CONTRACT**  
(the "Contract")

BETWEEN:

**DELOITTE RESTRUCTURING INC. ("Deloitte")**, solely in its capacity as the Court-appointed receiver and manager of the assets, properties and undertakings of Eaglesmed Group Inc. ("Eaglesmed") and Chris Musah Professional Corporation ("CMPC" and together with Eaglesmed, the "Debtors"), and not in its personal capacity and without personal liability

(the "Vendor")

- and -

**Kirk Farron**

(the "Purchaser" and together with the "Vendor", the "Parties" or individually a "Party")

WHEREAS:

- A. Pursuant to the provisions of, among other things, the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "BIA"), the Alberta Court of Queen's Bench (the "Court") granted a receivership order appointing Deloitte Restructuring Inc., as receiver and manager over all of the Debtors' current and future assets, undertakings and properties of every nature and kind (collectively, the "Receivership Property") on February 12, 2021 (the "Receivership Order");
- B. The Receivership Order authorizes and empowers the Receiver to, among other things: (i) market and sell the Receivership Property or any part or parts thereof; (ii) sell, convey, transfer lease or assign the Receivership Property or any part or parts thereof out of the ordinary course of business with the approval of the Court; and (ii) apply for any vesting order or other orders necessary to convey the Receivership Property or any part or parts thereof to a purchaser free and clear of any liens or encumbrances affecting such Receivership Property;
- C. Subject to obtaining Court approval, the Receiver has agreed to sell, transfer and assign to the Purchaser all of the right, title and interest of CMPC in and to the Purchased Assets, and the Purchaser has agreed to purchase the Property (as defined below) on the terms and conditions set forth herein;

NOW THEREFORE this Contract witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party to the other, the Parties agree as follows:

**1. THE PROPERTY**

1.1. The "Property" is the condominium unit with the following municipal address and legal description, the unattached goods and the attached goods:

(a) The municipal address of the Property is as follows:

#703 10 Shawnee Hill SW, Calgary, AB T2Y 0E1

(b) The legal description of the Property is as follows:

**CONDOMINIUM PLAN 0915321**

**UNIT 62**

LEGAL\*55185249.2

**AND 94 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS**

(c) The unattached goods (chattels) are as follows:

All appliances "AS IS WHERE IS" – Gas range, Hood fan, Refrigerator, Built-in dishwasher, microwave, garburator, washer, dryer, all window coverings.

(d) The attached goods (fixtures) except for:

N/A

1.2. Subject to the Vendor obtaining a Court Order substantially in the form attached as Schedule "A" hereto (the "Approval and Vesting Order"), and unless otherwise agreed in writing, title to the Property at the Closing Date will be free and clear of all encumbrances and registrations except the following:

(a) those implied by law;

(b) non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the saleability of the Property;

(c) homeowner association caveats, encumbrances and similar registrations; and

(d) those encumbrances listed on Schedule "B" hereto.

(collectively, the "Permitted Encumbrances")

**2. THE TRANSACTION**

2.1. The Vendor hereby agrees to sell, transfer and assign the Property to the Purchaser and the Purchaser hereby agrees to purchase and acquire the Property from the Vendor pursuant to the Approval and Vesting Order on the Closing Date (the "Transaction").

2.2. The Purchase Price will be [REDACTED] (CAD [REDACTED]) (the "Purchase Price"), exclusive of GST, as adjusted pursuant to section 2.7.

2.3. Purchaser shall pay to Vendor, within three (3) Business Days after the acceptance of this Contract by both the Purchaser and Vendor (the "Acceptance Date"), a deposit in the amount of [REDACTED] (the "Deposit"). All Deposits will be delivered in trust to the Vendor or its legal counsel, and shall be immediately releasable to the Vendor and non-refundable to the Purchaser unless: (i) the Purchaser's conditions as set out in Section 7.2 are not satisfied or waived prior to the Closing Date; (ii) the Vendor materially breaches the terms of this Contract, or (iii) the Purchaser and the Vendor otherwise agree in writing.

2.4. If Closing occurs in accordance with the terms and conditions of this Contract, the Deposit shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing. Unless otherwise agreed in writing, no interest on the Deposit will be paid to the Vendor or the Purchaser.

2.5. The Purchaser shall pay to the Vendor or its legal counsel at Closing, by electronic wire transfer, the adjusted Purchase Price as set forth in the (including applicable GST), less the Deposit. The Purchaser shall, on its own behalf and on behalf of all other beneficially interested parties,

indemnify and save harmless the Vendor from and against any and all GST, penalties, costs and/or interest (including but not limited to legal fees on a solicitor and his own client basis) which may become payable by or assessed against the Vendor under the *Excise Tax Act* (Canada) (the "ETA") in connection with the purchase and sale of the Property pursuant to this Contract, including but not limited to as a result of any failure by the Purchaser to comply with this Section 2.5 or arising under the ETA.

- 2.6. Unless otherwise agreed in writing, the Contract will be completed, the Purchase Price will be fully paid and vacant possession will be available at 12:00 o'clock noon on **March 1, 2022** (the "Closing Date"), subject to Court approval.
- 2.7. Items which are normally adjusted for, such as real estate taxes, amortized local improvement levies, utilities, rent, security deposits, statutory interest on security deposits, mortgage interest and homeowners' association fees will be assumed by the Purchaser and will be adjusted as of the Closing Date. All adjustable items are the Vendor's responsibility for the entire Closing Date.
- 2.8. The Vendor and any Vendor's lawyer will deliver a copy of the Approval and Vesting Order and an executed copy of the receiver's certificate in the form contemplated by the Approval and Vesting order in addition to the normal closing documents, upon reasonable conditions consistent with the terms of this Contract. For greater certainty, the normal closing documents shall not include a real property report of the Property.
- 2.9. Unless otherwise agreed in writing, if the Closing Date is not a Business Day, then conveyancing matters and payment of the Purchase Price will be completed at 12:00 o'clock noon on the preceding Business Day. Possession will be available on and adjustments will be made as of the Closing Date. Business Day means a day when both the Land Titles Office and Schedule "A" chartered banks are open for business in Alberta.
- 2.10. In the circumstances where the Purchaser is not able to close in accordance with this Contract, then the Vendor may, but is not obligated to, accept late payment of the Purchase Price and give the Purchaser possession upon reasonable terms. If the Vendor agrees in writing to accept late payment of the Purchase Price under this clause then, whether or not possession is granted, the Purchaser shall pay late interest at the prime lending rate of the Province of Alberta Treasury Branches at the Closing Date plus 3% calculated daily from and including the Closing Date to (but excluding) the day the Vendor is paid in full.
- 2.11. The Vendor will pay the costs to prepare the closing documents, to prepare, register and discharge the Vendor's caveat based on this Contract, if any.
- 2.12. The Purchaser will pay the costs to prepare, register and discharge the Purchaser's caveat based on this Contract, if any, and to register the Approval and Vesting Order.

### 3. RISK AND GENERAL INDEMNITY

- 3.1. The risk of loss or damage to the Property will remain with the Vendor until the Purchase Price is paid according to the terms of this Contract. If loss or damage to the Property occurs before the Vendor is paid the Purchase Price, then the insurance proceeds will be held in trust for the Purchaser and the Vendor according to their interest in the Property.
- 3.2. If Closing occurs, the Purchaser shall, without any further necessary action on the part of the Vendor or the Purchaser:
  - (a) assume, perform, pay, discharge and be liable to the Vendor and each other Vendor entity for; and

- (b) as a separate covenant, save and hold harmless and indemnify the Vendor and each other Vendor entity from and against;

all losses and liabilities suffered, sustained, paid or incurred by the Vendor or any Vendor entity whether arising or accruing on or after the Closing Date and which relate to the Property and whether such losses and liabilities relate to the period before or after the Closing Date. The Purchaser's indemnity obligation set forth in this Section 3.2 shall survive the Closing Date and continue indefinitely.

#### 4. WARRANTIES AND REPRESENTATIONS

- 4.1. Neither the Vendor nor any of its directors, officers, employees, agents, legal counsel, accountants, professional advisors and other representatives (collectively, the "Representatives") makes any representations or warranties, and in particular, and without limiting the generality of the foregoing, the Vendor disclaims and neither the Vendor nor any of its Representatives shall be liable for any representation or warranty which may have been made or alleged to be made in any instrument or document related hereto, or in any statement or information made or communicated to the Purchaser in any manner including any opinion, information, or advice which may have been provided to the Purchaser by the Vendor or any of its Representatives in connection with the Property or in relation to the Transaction. For greater certainty, neither the Vendor nor any of its Representatives makes any condition, representation or warranty, express or implied, with respect to:
- (a) any data or information supplied by the Vendor or any of its Representatives in connection with the Property;
  - (b) the value of any of the Property or the future cash flow therefrom;
  - (c) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Property for any purpose whatsoever; or
  - (d) any defects, errors or omissions on or in the Property, or any other conditions (whether patent, latent or otherwise) affecting the Property.
- 4.2. The descriptions of the Property is for purposes of identification only and no condition, warranty, or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning those descriptions.

#### 5. Delivery of Documents and Purchaser's Acknowledgements

- 5.1. The Vendor shall endeavor, but have no obligation, to provide copies of documentation requested by the Purchaser. All such documents shall be provided by the realtor or brokerage advertising the Property for sale (all such documents, as available, collectively, the "Vendor's Deliveries"). Without limiting the generality of Sections 5.3 and 5.4 of this Contract, the Purchaser acknowledges that the Vendor has not made any independent investigation or verification of the information provided or made available to the Purchaser and that, save as herein or in the closing deliveries otherwise provided, the Vendor makes no representations and warranties, either express or implied, and shall have no liability with respect to the accuracy or completeness of the information, data or conclusions contained in the information provided or made available to the Purchaser.
- 5.2. The Purchaser acknowledges that the Vendor is selling the Property pursuant to the Vendor's powers as authorized by the Receivership Order and pursuant to the Approval and Vesting Order.

5.3. The Purchaser acknowledges that the Vendor does not make any representations or warranties, expressed or implied, as to the accuracy or completeness of the information or statements contained in the Vendor's Deliveries and such information should not be relied upon by the Purchaser without independent investigation and verification, and the Vendor expressly disclaims any and all liability for any matter set out therein including without limitation any errors or omissions in the Vendor's Deliveries, in any other information or any other written or oral communication transmitted or made available to the Purchaser by the Vendor or on the Vendor's behalf. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Alberta) do not apply hereto and have been waived by the Purchaser.

5.4. The Purchaser acknowledges that the Vendor is selling, and the Purchaser is purchasing, the Property on an "as is, where is" basis, and further agrees no covenant, agreement, representation, warranty or condition is expressed or can be implied as to use, zoning, title, description, condition, size, cost, fitness for purpose, existence or non-existence of hazardous substances, merchantability, latent defects, any environmental matter, quality or quantity of the Property or any part thereof or as to any other matter whatsoever save as expressly set forth in this Contract. The Purchaser further acknowledges that it is relying upon its own investigations and inspections in proceeding with the purchase contemplated in the Contract and confirms that it shall complete and shall satisfy itself regarding such investigations and inspections. All written and oral information obtained by the Purchaser from the Vendor has been provided solely for the convenience of the Purchaser.

## 6. COURT APPROVAL

6.1. The Purchaser acknowledges and agrees that until this Contract is approved by the Court in the receivership proceedings bearing Court file no. 2101-01130 (the "**Receivership Proceedings**"), the Vendor's obligation in connection with this Contract is limited to considering it and, if accepted by the Vendor, putting the Contract 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 Property. 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 Property. The Vendor gives no assurance or undertaking to advocate the approval of this Contract by the Court. The Purchaser acknowledges that it must make its own arrangements to support the approval of this Contract in Court.

## 7. CONDITIONS PRECEDENT

7.1. *Mutual Conditions.* The respective obligations of the Parties to complete the Transaction are subject to the following conditions being fulfilled or performed as at or prior to the dates stated below:

- (a) within thirty (30) days of the Acceptance Date, or such other date as the Parties may agree to in writing, the Court shall have granted the Approval and Vesting Order;
- (b) on or before the Closing Date, the Approval and Vesting Order shall not have been stayed, varied or vacated, and no order shall have been issued to restrain or prohibit the completion of the Transaction;
- (c) no action or proceeding, at law or equity shall have been commenced or threatened by any person to enjoin, restrict or prohibit the completion of the Transaction that has not at the Closing Date been dismissed, quashed or permanently stayed without any further rights of appeal or leave to appeal;

- (d) no injunction or other order shall have been issued to enjoin, restrict or prohibit the Transaction as at or prior to the Closing Date and the Closing shall not otherwise prohibited by any applicable law;
- (e) the Purchaser will be granted access to the Property 24 hours prior to the Closing Date to conduct a walkthrough prior to possession; and
- (f) on the Closing Date, no person entitled by law to do so shall have redeemed the Property.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of both the Vendor and the Purchaser.

**7.2. *Purchaser's Conditions.*** The obligation of the Purchaser to complete this Transaction is subject to the following conditions having been fulfilled, performed, waived or satisfied by the Purchaser in writing, or satisfied in its sole discretion on or before the dates stated below:

- (a) the Vendor has complied with and performed, in all material respects, all of its covenants and obligations contained in this Contract as at or prior to the Closing Date.

The foregoing condition is for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have. If any of the said conditions have not been complied with or waived by the Purchaser at or before the Closing Date, as applicable, the Purchaser may terminate this Contract by written notice to the Vendor.

**7.3. *Vendor's Conditions.*** The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Purchaser contained in this Contract shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time and the Purchaser shall have delivered to the Vendor a certificate to that effect;
- (b) the Purchaser has complied with and performed in all material respects all of its covenants and obligations contained in this Contract;
- (c) the Purchaser shall have paid to the Vendor all amounts required to be paid by the Purchaser under this Contract; and
- (d) the Vendor shall not have lost its ability to convey the Property due to an order of the Court or otherwise pursuant to the Receivership Proceedings.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have. If any of the said conditions have not been complied with or waived by the Vendor at or before the Closing Date, the Vendor may terminate this Contract by written notice to the Purchaser.

**7.4.** Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in this Section 7. In addition, each of the Parties agrees not take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or, in the case of the Purchaser, that would

render, or may reasonably be expected to render, any representation or warranty made by the Purchaser in this Contract untrue in any material respect.

**8. TERMINATION**

8.1. This Contract may be terminated at any time prior to Closing:

- (a) upon the mutual written agreement of the Parties;
- (b) by the Vendor pursuant to section 7.3; or
- (c) by the Purchaser pursuant to section 7.2.

8.2. Notwithstanding any termination of this Contract by the Vendor or the Purchaser as permitted under Section 8.1, the provisions of Sections 2.3, 3.2, 10.8 and 10.9 shall remain in full force and effect following any such permitted termination, and the Deposit shall be governed by Section 2.3.

**9. NOTICES/REPRESENTATIVES**

9.1. Any notice, demand or other communication required or permitted to be given to any Party shall be given in writing and addressed as follows:

(a) In the case of the Vendor:

Deloitte Restructuring Inc.  
700, 850-2nd Street SW  
Calgary, AB, T2P 0R8  
Attention: Ryan Adlington  
Email: radlington@deloitte.ca

and with a copy to the Receiver's solicitors:

Cassels Brock & Blackwell LLP  
Suite 3810, Bankers Hall West  
888 3rd Street SW  
Calgary, AB T2P 5C5  
Attention: Jeffrey Oliver  
Email: joliver@cassels.com

(b) In the case of the Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Attention:**  
**Email:**

Any such notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the Business Day of such delivery and if sent by facsimile or other electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received.

**10. ADDITIONAL TERMS**

- 10.1. "Unless otherwise agreed in writing" means a written agreement by letter or otherwise between the Vendor or the Vendor's lawyer and the Purchaser or the Purchaser's lawyer.
- 10.2. All time periods, deadlines and dates in this Contract will be strictly followed and enforced. All times will be Alberta time unless otherwise stated.
- 10.3. This Contract is for the benefit of and will be binding upon the heirs, executors, administrators and assigns of the individual parties and the successors and assigns of corporate parties.
- 10.4. The covenants, representations, warranties, indemnities and agreements herein contained on the part of the Purchaser and Vendor shall not merge on Closing, but shall continue in full force and effect notwithstanding the delivery of any assignment, conveyance, transfer or document.
- 10.5. The Parties will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to this Contract, and to make this Contract legally effective, binding, and enforceable as between them, and as against third parties.
- 10.6. Neither Party may assign this Contract without the prior consent of the other Party.
- 10.7. This Contract 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 Contract other than as expressly set out or referred to in this Contract.
- 10.8. The Purchaser acknowledges that Deloitte is acting only in its representative capacity as Receiver and that Deloitte will have no liability under or as a result of entering into or carrying out the transaction under this Contract except in that capacity.
- 10.9. Notwithstanding any of the provisions contained in this Contract, the Purchaser and Vendor acknowledge and agree that:
  - (a) in the event of any inconsistency between the terms of this Contract and the terms of this Section 10.9, the terms of this Section 10.9 shall prevail;
  - (b) the Property is being sold by the Vendor pursuant to the terms of the Receivership Order;
  - (c) the Vendor acts solely in its capacity as Receiver with no personal, corporate or other liability or obligation under, as a result of, or in connection with the Transaction or the terms and conditions of this Contract, and the Vendor, in any capacity other than its capacity as Receiver, has never been, nor is, nor ever will be, the owner of, a person responsible for, or in possession, charge or control of the Property; and
  - (d) this Contract is conditional upon obtaining the Approval and Vesting Order and the Vendor covenants and agrees to diligently apply for such Approval and Vesting Order. The Vendor shall provide notice to the Purchaser of the application to the Court for Approval and Vesting Order. The Purchaser shall, at its own expense, co-operate with the Vendor as the Vendor may reasonably require to obtain the Approval and Vesting Order.
- 10.10. All changes of number and gender will be made where required.
- 10.11. Portions of this Contract may be enforced even if the Contract has ended.
- 10.12. The laws of Alberta apply to this Contract.

11. ACCEPTANCE

- 11.1. This Contract may be executed electronically in any number of counterparts and all such electronic copies and counterparts shall for all purposes constitute one agreement binding the Purchaser and Vendor. The Vendor and the Purchaser acknowledge and agree that counterparts to this Contract may be communicated by electronic mail which shall be equally binding and duly accepted as an original agreement.
- 11.2. This offer/counter-offer is open for acceptance until 12:00 o'clock p.m. on February 7, 2022.
- 11.3. The Purchaser offers to buy the Property for the Purchase Price according to the terms of this Contract.

Feb 06, 2022, 07:48 PM MST

Signed at Calgary, Alberta at \_\_\_\_ o'clock \_\_.m. on February \_\_, 2022.

\_\_\_\_\_  
Witness

*Kirk Farron*  
eVZC2ihztSAPNzHew7oNhuA==  
 \_\_\_\_\_  
 Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

- 11.4. The Vendor accepts the Purchaser's offer and agrees to sell the Property for the Purchase Price according to the terms of this Contract:

**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 and without personal liability

Per: *R. Adlington*  
 Name: Ryan Adlington  
 Title: Senior Vice-president

Per: \_\_\_\_\_  
 Name:  
 Title:

I/We have authority to bind the corporation.

**CONVEYANCING**

Vendor's Lawyer: \_\_\_\_\_

Lawyer's Address: \_\_\_\_\_

\_\_\_\_\_

Lawyer's Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Ridout Barron - Jacqueline Barron

Purchaser's Lawyer: \_\_\_\_\_

Lawyer's Address: 802 13 AV SW, Calgary AB T2R 0L2 \_\_\_\_\_

\_\_\_\_\_

Lawyer's Phone: 403-541-5600 \_\_\_\_\_ Fax: \_\_\_\_\_



**SCHEDULE "B"**  
**PERMITTED ENCUMBRANCES**

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

## **APPENDIX "F"**

DANIEL JUKES  
Direct Line: (403) 298-0327  
[djukes@milesdavison.com](mailto:djukes@milesdavison.com)

Legal Assistant: Shaniek Shaw  
Direct Line: (403) 298-0396  
[sshaw@milesdavison.com](mailto:sshaw@milesdavison.com)

July 14, 2021

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

Via E-mail

Attention: Ms. Danielle Marechal

Re: Responses to Information Requests

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Further to the Order of Madam Justice Ho granted May 4, 2021, we take this opportunity to provide the Receiver with information on behalf of Dr. Musah.

**Location of Missing Assets**

I understand that the term "Missing Assets" is defined in pa.20 of the First Report as assets removed from the business premises by Dr. Musah shortly before the Receivership. The Receiver also identified in its correspondence two specific pieces of equipment that it had lease agreements for, but could not locate the equipment.

We believe much of this information was already provided by Mr. Robertson, but we provide a further summary.

To clarify, my client understands the following constitute "Missing Assets" within the meaning stated above:

- A Gmax ultrasound machine
- Sonosite ultrasound machine. This is a “pocket ultrasound” machine.
- Contents from 2 “Mi-Box” storage boxes.
- Some furniture and obsolete equipment.

With respect to the Gmax machine, information was already provided to the Receiver regarding whereabouts and value, resulting in the Receiver releasing the equipment to CWB pursuant to its security.

With respect to the Sonosite machine, Mr. Robertson advised in his letter of March 26 that this machine appears to have been “lost in the shuffle” of multiple COVID 19 shutdowns of the clinics. It was subsequently reported stolen and an insurance claim made. The Receiver has confirmed that the lease against the Sonosite Machine is a “true lease” and that the Receiver therefore has no interest in it.

With respect to the Mi-Box storage bins, we can advise as follows:

- Mr. Robertson advised the Receiver in his letter of March 26, 2021 that the storage containers had been emptied to the storage shed at the Pine Lake property.
- Mr. Robertson advised again in his letter of April 14, 2021, that the contents of the storage boxes remained at the Pine Lake Property, other than some valueless items that were discarded (as discussed further below). Mr. Robertson further confirmed that none of the items have been sold.
- No inventory was completed of the items in the storage boxes, but the Receiver remains at liberty to attend the property to inventory what is in the shed there. In terms of what Dr. Musah specifically recalls was in the storage boxes, he made specific mention of some x-ray proof doors that may have some value.

With respect to any items that were discarded, it was only junk that Dr. Musah deemed to have been of no value. Again, no inventory was made, but it generally consisted of old, beat up furniture. Dr. Musah removed it in an effort to clear up space for a potential sub-tenant. Most of the junk was thrown away rather than emptied into the pine lake shed.

### **Benin Property**

The circumstances surrounding the payments sent overseas to Africa are complicated. However, we can say unequivocally that neither Dr. Musah nor his professional corp. have any

ownership interest in the lands. Ultimately, the payments have been treated as an investment that was lost when a contemplated project could not be realized.

Dr. Musah's understanding has always been that the Benin Property was owned by his late father, and passed on to his mother and his father after he was deceased. It was purchased many years ago, long before his parents were even born, and passed down through generations.

The payments sent overseas for development of the property are difficult to characterize as there may have been overlapping purposes or effects.

On one hand, the professional corp. did intend to invest in a development project on the lands. On the other hand, improvements to the land as a whole, which were necessary to facilitate the initial business purpose, were of benefit to his family that owns the land.

In this latter respect, Dr. Musah considered some of the payments could potentially be reallocated as repayments for money his family had provided him over the years as loans to fund his university, medical school, and various business ventures including opening of clinics. Mr. Robertson touched on this in his prior responses. However, it would be very hard to give any kind of accurate breakdown as to what portion of the payments could arguably be reallocated to loan repayments. Dr. Musah will likely need to seek further accounting or legal advice in this regard.

In speaking with the bookkeeper, Shauna McAloney, I was advised that when payments first began going overseas, Dr. Musah advised her and the accountant at MNP that the money was to be used for a development project on the land. The lands were not owned by the professional corp., but it was intending to develop a project on the lands.

Dr. Musah further clarified that it was his hope to build a clinic on these family lands along with a training center. This would have both a business and a charitable purpose.

Dr. Musah felt a clinic would generate a good profit for the professional corporation due to high demand. A clinic with Canadian healthcare standards would be a rarity in Benin. Individuals of wealth in Benin routinely fly overseas even for relatively basic healthcare matters.

At the same time, he hoped to devote time to turning the clinic into a training center for medical professionals in Benin, with the charitable goal of improving healthcare within the country.

According to Ms. McAloney, since the payments were being put into a potential business project, the accountant set them up as an “investment” by the Prof Corp. Accordingly, any time Ms. McAloney saw a wire sent to Africa, she automatically booked it to the investment account. Ms. McAloney indicated she was happy to discuss any of the above with the Receiver. Her phone number is (403) 804-3378.

A lot of money was sunk in to bringing the dilapidated lands up to a usable level, along with “concept work” for the clinic. Some examples include:

- An easement needed to be obtained to allow road access to the property, and Dr. Musah recalls that obtaining the easement involved a complex process and cost a significant amount of money.
- Significant development work to bring the electricity access up to standard.
- A wellbore needed to be dug, and fencing was put up around the property.
- The buildings onsite, which include an apartment his mother lives in and a “servants quarters”, needed to be brought up to proper standards. With respect to this latter building, it is used to house domestic workers who are employed to keep an eye on the land and assist with its upkeep. Dr. Musah advised that if such people are not actively monitoring the land, there is the risk of other people coming along and trying to claim it.
- Ongoing general upkeep for the property, including wages for domestic workers.

Dr. Musah advises that this was an ongoing process over the last 8-9 years.

However, at some point the clinic project became unfeasible. Some unsuccessful attempts were made to get bank financing in both Canada and Benin. Ms. McAloney confirmed she received information requests from time to time from African banks.

In any event, the dream of building the clinic did not materialize. Any investment funds of the company are currently lost in sunk costs, and there is no realizable value from this investment.

In terms of further documentation and information about the property, Dr. Musah is still making efforts to find something. He is not sure if there is any “title” document of any kind; it is in an extremely rural area of a country plagued with political unrest, and trying to obtain any documentation in a timely manner is extremely challenging. Dr. Musah’s understanding is that it is so rural that it does not fall under the jurisdiction of any municipal taxing authority. There is no “address” per se; Dr. Musah advises that if you tried to send a letter, it wouldn’t get there. If asked to describe where the land is, Dr. Musah advised it would be “Bode Village, Peter and Victoria Musah’s property”.

I trust this addresses the Receiver's questions and concerns.

Yours truly,

**MILES DAVISON LLP**

A handwritten signature in blue ink, appearing to read "Daniel K. Jukes", with a large, stylized flourish at the end.

Daniel K. Jukes

## **APPENDIX "G"**



Deloitte Restructuring Inc.  
700, 850 - 2 Street SW  
Calgary AB T2P 0R8  
Canada

Tel: 403-267-0660  
Fax: 403-718-3681  
www.deloitte.ca

December 16, 2021

**M. Akinsipe Medical Professional Corporation**  
**C/O Langford Law**  
**Suite 1120, 888 3 Street SW**  
**Calgary, AB T2P 5C5**

**VIA EMAIL:** butcher@langfordlaw.com

Dear Ms. Butcher,

**Subject: In the Matter of the Receivership Eaglesmed Group Inc. and Chris Musah Professional Corporation - Notice of Partial Disallowance**  
**Court No. 2101-01130 / Estate No. 25-095192**  
**District of Alberta / Division No. 02 - Calgary**

By Order of the Court of Queen's Bench of Alberta (the "**Court**") dated February 12, 2021 (the "**Appointment Order**"), Deloitte Restructuring Inc. (was appointed as the receiver and manager (in such capacity, the "**Receiver**") of all current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situated, including all proceeds (together, the "**Property**") of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPH**" and together with Eaglesmed, the "**Debtor**"). A copy of the Appointment Order is available on the Receiver's website at [www.insolvencies.deloitte.ca/en-ca/Eaglesmed](http://www.insolvencies.deloitte.ca/en-ca/Eaglesmed).

Upon review of your client's proof of claim dated August 13, 2021 (the "**Proof of Claim**") enclosing an affidavit of Dr. Mercy Akinsipe, sworn August 13, 2021 (the "**Affidavit**") filed with our office, the Receiver has partially disallowed the claim for the following reasons:

- The Proof of Claim claims a right to a wage earner priority under section 81.3 of the *Bankruptcy and Insolvency Act* ("**BIA**").<sup>1</sup> In order for a claimant to receiver wage earner priority under the BIA or relief under the *Wage Earner Protection Program Act*, the claimant is required to have been an employee of the debtor company. Based on the Receiver's review of the books and records of the Debtor, as well as the Affidavit, the Receiver is not aware of the existence of any employment contract between the Debtor and Dr. Akinsipe;
- Further, Article 3.1 of the management agreement dated September 28, 2020 (the "**Management Agreement**") between Eaglesmed and Dr. Akinsipe, attached as Exhibit "A" to the Affidavit, states "[Dr. Akinsipe] shall not for any purpose be deemed to be an employee or partner of [Eaglesmed]. It is understood and agreed by the parties hereto that [Dr. Akinsipe] is

---

<sup>1</sup> While not a material deficiency, the Receiver kindly notes that section 81.3 of the BIA only applies in a bankruptcy proceeding and the applicable section in a receivership is section 81.4.

*a self-employed independent contractor providing consultation and other services for patients of the Clinic...". Accordingly, the Receiver is of the view that no employment relationship existed between Eaglesmed and Dr. Akinsipe; and*

- The Management Agreement does not indicate any funds were to be held in trust by Eaglesmed on behalf of Dr. Akinsipe. Rather, at Article 4.1 it provides that Dr. Akinsipe assigned all revenues to Eaglesmed for the duration of the contract.

As a result, an unsecured claim in the amount of \$9,500 with no right to a wage earner priority has been admitted in the receivership estate of the Debtor.

Yours sincerely,

**DELOITTE RESTRUCTURING INC.,**

solely in its capacity as

Court-appointed Receiver and Manager of

Eaglesmed Group Inc. and Chris Musah Professional Corporation

and not in its personal or corporate capacity

Per:



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

Cc'd: Dr. Mercy Akinsipe

District of: Alberta  
Division No. 02 - Calgary  
Court No.  
Estate No. 25-095192

FORM 31 / 36  
Proof of Claim / Proxy  
In the matter of the receivership of  
Eaglesmed Group Inc.  
of the of Calgary, in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

Suite 1120, 888 3<sup>rd</sup> St. SW, Calgary, AB T2P 5C5  
butcher@langfordlaw.com; E. Jane Butcher, Solicitor

In the matter of the receivership of Eaglesmed Group Inc. of the of Calgary in the Province of Alberta and the claim of M. Akinsipe Medical Professional Corporation creditor.

I, \_\_\_\_\_, of the city of \_\_\_\_\_, a creditor in the above matter, hereby appoint \_\_\_\_\_, of \_\_\_\_\_, to be my proxyholder in the above matter, except as to the receipt of dividends, \_\_\_\_\_ (with or without) power to appoint another proxyholder in his or her place.

I, Dr. Mercy Akinsipe (name of creditor or representative of the creditor), of the city of Calgary in the province of Alberta do hereby certify:

1. That I am a creditor of the above named debtor (or I am the owner (position/title) of M. Akinsipe Medical Professional Corp creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of receivership, namely the 12th day of February 2021, and still is, indebted to the creditor in the sum of \$ 9,500.00, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ 9,500.00

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and  
(Check appropriate description.)

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.  
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_

(Attach a copy of sales agreement and delivery receipts.)

E. CLAIM BY WAGE EARNER OF \$ 9,500

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ 9,500.

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_.

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_.

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_.

G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

(To be completed when a proposal provides for the compromise of claims against directors.)  
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based.)

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I am not (am/am not) (or the above-named creditor \_\_\_\_\_ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and have not (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

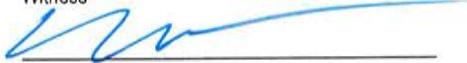
6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Calgary, Alberta, this 13<sup>th</sup> day of August, 2021

Witness



Witness

E. Jane Butcher  
Barrister & Solicitor  
Langford Law

Individual Creditor

M. Akinsipe Medical Professional Corporati  
Name of Corporate Creditor

Per

Name and Title of Signing Officer

Mercy Akinsipe

Phone Number: 416-294-5233

Fax Number: \_\_\_\_\_

E-mail Address: mercyakinsipe@gmail.com

Return To:

Deloitte Restructuring Inc. - Licensed Insolvency Trustee

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1700 Fax: (403) 718-3681  
E-mail: calgaryrs@deloitte.ca

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 20(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

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

Clerk's Stamp

**DOCUMENT**

**AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

E. Jane Butcher  
Langford Law  
Barristers and Solicitors  
1120, Bankers Hall West  
888-3rd Street SW  
Calgary, AB T2P 5C5

Phone: 587-323-5904  
Fax: 587-323-5927  
Email: butcher@langfordlaw.com  
File No.: 70195-001

**AFFIDAVIT OF DR. MERCY AKINSIPE**

**Sworn (or Affirmed) on August 13, 2021**

I, Dr. Mercy Akinsipe, of Calgary, Alberta, SWEAR/AFFIRM AND SAY THAT:

1. I am the owner of M. Akinsipe Medical Professional Corporation ("MAMPC"), and as such, have personal knowledge of the matters deposed to herein, except where stated

to be based on information and belief, in which case I set out the grounds for my belief and the source of my information and I verily believe it to be true.

2. I am a family doctor practising medicine through MAMPC in Calgary and surrounding areas.

3. In or about September 2020, the defendant Dr. Christopher Musah asked me to act as a locum physician at Eaglesmed Group Inc. and Chris Musah Professional Corporation (collectively, "Eaglesmed"), as Dr. Musah told me he had a family emergency overseas and needed to leave the country urgently. We reached an agreement on or about September 28, 2020, a true copy of which is attached hereto as **Exhibit "A"**, and I started working at Eaglesmed on or about October 1, 2020.

4. As is typical with a locum, I billed Alberta Health Services ("AHS") for my time through the Eaglesmed billing system.

5. I also submitted third party billings to insurers through Eaglesmed, who would then send me a cheque for my third party billings once they were received.

6. On or about February 11, 2021, I attended at Eaglesmed but found the doors locked and was told not to come in. I was notified by the receptionist at the time that she had called my cell phone the night before at 7:00pm. She said the landlord came and changed the locks and that he had a court order to do so. I then exchanged emails with Dr. Musah on February 11, 2021, a true copy of which is attached hereto as **Exhibit "B"**.

7. As I no longer had access to Eaglesmed, I could not determine what my AHS or third party billings during my locum had been ("My Billings"). I understand this information is under the care and control of Eaglesmed's receiver, Deloitte LLP.

8. However, I did keep an informal personal record of daily billings throughout my time at Eaglesmed, a true copy of which is attached hereto as **Exhibit "C"**.

9. I contacted AHS by telephone to ask for a statement of My Billings, but was advised that that information had been sent directly to the clinic and that I was not entitled to a copy. AHS was able to advise me, however, of the total amount of My Billings to AHS during my locum, which were approximately \$9,000. AHS advised that those sums had been deposited to Eaglesmed's bank account on or about February 12 and 19, 2021.

10. I have contacted Deloitte LLP repeatedly to ask for the statement of My Billings, but to date have not been provided with one. I am advised by my counsel, E. Jane Butcher of Langford Law and do verily believe that she has also contacted Deloitte LLP regarding the statements, but has not yet been provided with copies.

11. At the time of the receivership, Eaglesmed was holding My Billings in trust for MAMPC. These are not Eaglesmed's funds, they are mine through my professional corporation. Accordingly, My Billings are to be paid to MAMPC and are not divisible among Eaglesmed's creditors.

12. I also claim My Billings on the basis of *quantum meruit*. Eaglesmed and Dr. Musah have been unjustly enriched by my services to MAMPC's detriment, without juristic reason.

13. I make this Affidavit in support of my proof of claim against Eaglesmed and Dr. Musah.

SWORN (OR AFFIRMED) BEFORE ME at )  
Calgary, Alberta, this 13<sup>th</sup> day of August, )  
2021. )

  
\_\_\_\_\_  
(Commissioner for Oaths in and for Alberta) )  
E. JANE BUTCHER )  
Barrister & Solicitor )

  
\_\_\_\_\_  
DR. MERCY AKINSIPE

----- Forwarded message -----

From: Eleen Kishore <[eleen@eaglesmed.ca](mailto:eleen@eaglesmed.ca)>

Date: Tue, Sep 29, 2020 at 4:44 PM

Subject: Fwd: Dr.Mircy signed contract

To: <[mercyakinsipe@gmail.com](mailto:mercyakinsipe@gmail.com)>

Hello Dr. Mercy,

Please find attached your signed contract. Your other paperwork is already been submitted and I am hopeful to received your login by tomorrow.

I will keep you posted.

Thank you and have a great day.

--

Eleen Kishore

Eaglesmed Medical Manager

Eaglesmed Clinic

315 [12445 Lake Fraser Dr. SE](#)

[Calgary AB, T2J 7A4](#)

Ph: 403 723 2453

Fax: 403 723 2463

Website: [www.eaglesmed.ca](http://www.eaglesmed.ca)

**This brief message is from this electronic device, a detailed e-mail will follow if appropriate. Kindly excuse any typographic errors from auto-text insertion dictionaries on data phones that you may see in this message and please request clarification if message appears distorted.**

THIS IS EXHIBIT " A " referred to in the Affidavit of

Dr. Mercy Akinsipe

Sworn before me this 13<sup>th</sup>

day of August A.D. 2021

  
NOTARY PUBLIC/COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

E. Jane Butcher  
Barrister & Solicitor



MANAGEMENT AGREEMENT BETWEEN EAGLESMED GROUP, INC.  
AND  
PHYSICIAN ASSOCIATES

THIS AGREEMENT made effective this 28 day of September, 2020.

BETWEEN:

EAGLESMED GROUP, INC. (EGI),  
Operating as EaglesMed Clinic ("EMC") OR Eaglesmed Wellness Centre (EWC)

-and-

DR. MERCY AINSIE CLOWM  
(the "Associate" or the "Candidate")

Section A

WHEREAS:

- A. EGI/EMC/EWC maintains offices at: Suites 215 and 315, 12445 Lake Fraser Drive S.E., Calgary, Alberta, T2J 7A4, operates and manages Eaglesmed chain of Medical Practices and businesses in Alberta, with maiden location in the aforementioned location in Calgary, Alberta.
- B. The Associate is a duly qualified and licensed Physician practicing as or licensed to practise as a General Practice Physician or Family Physician in the Province of Alberta.

ARTICLE 1 - DEFINITIONS

The following expressions shall have the following meanings in this agreement:

"EMC/EWC" shall mean EAGLESMED GROUP INC., operating as EaglesMed Clinic and Eaglesmed Wellness centre or any Eaglesmed Family Practice Locations in Canada.



"Associate/Candidate" shall mean DR. \_\_\_\_\_;

"Clinic" shall mean Eaglesmed Clinic/Eaglesmed wellness centre located at suites 215 and 315, 12445 Lake Fraser Drive, S.E., Calgary, Alberta, T2J 7A4.

"Premises" shall mean Eaglesmed Clinic/Wellness centre located at suites 215 and 315, 12445 Lake Fraser Drive, S.E., Calgary, Alberta, T2J 7A4;

"Family Practice Shifts" means scheduled periods during which the Associate may see booked patients by appointment. EGI/EMC/EWC reserves the right to schedule Family Practice Shifts in a manner that best balances the needs of the Associate and of the Clinic;

"Walk-In Shifts" means scheduled periods based on the Clinic's posted hours of operation, where patients are seen without an appointment;

"Mission Statement" means the founding service commitment and vision of the Founders of Eaglesmed Group, Inc in the following regards:

- ◆ Empowerment: of staff and clientele/patients
- ◆ Passion: for high quality health care delivery
- ◆ Innovation: of processes and systems to deliver top-notch care
- ◆ Commitment: to our clientele for the long term, while creating an enabling environment for a fulfilling and lucrative career for physicians and staff

AHW: Alberta health and Wellness

EGI: Eaglesmed Group Inc. (Parent company of EMC and EWC). EGI, EMC, EWC mean exactly same things and juristic persons, for the purpose of this contract.

CPSA: College of Physicians and Surgeons of Alberta

CFPC: College of Family Physicians of Canada

DFMU: Department of Family Medicine University of Calgary; DFMD: Department of Family medicine, Department of Health

AHS: Alberta Health Services

OIPC: Office of the information and Privacy commissioner

CMA: Canadian Medical association

AMA: Alberta Medical Association

U of C: University of Calgary

WCB: Workers' Compensation Board-Alberta

SCPCN: South Calgary Primary Care Network

CPSA: College of Physician and Surgeons of Alberta

CMPA: Canadian Medical Protective Association



EMR: Electronic Medical Record

ARTICLE 2 - SERVICES PROVIDED BY EMC

2.1 EWC/EMC hereby agrees to provide general, administrative, property management, and other services for the conduct of the Associate of a medical practice at the Clinic, which shall include the following:

- (a) to provide shared office space and medically equipped examination rooms;
- (b) to establish and maintain an EMR for all patients of the Clinic;
- (c) to provide medical supplies that suits the contractee's work flow (within reasonable costs)
- (d) to provide human resource services for support staff;
- (e) to install and maintain signage on the Premises;
- (f) to maintain records and books of account containing entries of the Associate's Gross Office Revenues;
- (g) to establish and maintain an office billing, internal audits and collection system;
- (h) to provide and maintain a common reception area;
- (i) to provide marketing and advertising services as EGI may from time to time deem appropriate;
- (j) to provide all water, fuel, electricity, telephone, and other utilities required for the day-to-day clinical and business operations of EGI;
- (k) to provide janitorial services and maintain the Premises in a reasonable state of repair and reasonably clear of debris, waste, and trash;
- (l) to provide other services that the Eaglesmed Group, Inc. Board of Directors consider essential in the operations of EMC for business viability and meeting physicians' and staffs' need for a healthy, fulfilling, safe and motivational work environment.

ARTICLE 3. RELATIONSHIP AND OBLIGATIONS OF THE ASSOCIATE

The Associate hereby agrees:

3.1 The Associate shall not for any purpose be deemed to be an employee or partner of EMC. It is understood and agreed by the parties hereto that the Associate is a self-employed independent contractor providing consultation and other services for patients of the Clinic and will carry his or her own or Professional Corporation Liability insurance, Prof Corp Disability Insurance, Prof Corp Business interruption Insurance and Professional Liability/ Errors and omission insurance with CMPA and other appropriate insurers/



underwriters. Associate or his/her Professional corporation will hold EWC/EGI/EMC completely and legally harmless for any legal or liability/judgements relating to the any errors, Omission, general liability, professional liability relating to the Associates work directly or indirectly relating to Eaglesmed Group Inc, on or off site.

3.2 The Associate shall provide all such medical advice, examinations, treatments, and care as may be required by patients of the Clinic in a competent, professional, courteous, faithful and diligent manner and in accordance with the accepted standards of the medical profession in the Province of Alberta and in compliance with all applicable laws of the Province of Alberta and in accordance with the guidelines and code of ethics of the College of Physicians and Surgeons of Alberta or other such regulatory body/ Quality control bodies as may be applicable including AHS, AMA, DFMU, DFMD, WCB, AHW, SCPN amongst others.

3.3 The Associate hereby warrants that at the commencement of the initial term the Associate is duly qualified to practice in the Province of Alberta as a General Practice Physician and holds all licenses, certificates and other approvals necessary to engage in the practice of medicine at the Clinic and further agrees at all times to continue to maintain such licenses, certificates and approvals at the Associate's own expense, MAKE COPIES OF ALL SUCH LICENSES AND CERTIFICATIONS FOR ASSOCIATES'S PERSON AND PROFESSIONAL CORPORATION AVAILABLE TO EGI MANAGEMENT YEARLY WITHIN 72 HOURS OF RENEWAL OF SUCH LICENCES AND CERTIFICATIONS and will upon request, provide proof satisfactory to EMC of such status. EMC requires copies of practice authorization and licensure documentation like: Medical degrees, Copies of degrees alluded to in designation or MD appellation letters, Personal and Professional corporation CPSA annual Licences, CMPA annual updates, AMA membership, List of Privileges approval by the Department of Family Medicine (DFMD) Calgary. These must be presented to EGI management before MD is permitted to schedule appointment with patients and clients at EMC and copies of yearly renewals made available by the 6th of January every year.

3.4 To notify the EGI management, immediately upon gaining knowledge and in any event no later than twenty four (24) hours after first obtaining knowledge of any circumstance or event which may preclude or in any way effect the ability of the Associate to obtain or retain such licenses, certificates or other approvals as described herein.

3.5 The Associate further agrees as follows:

- (a) to register with Alberta Health, "Alberta Health and Wellness" ("AHW"), all business arrangement numbers, group numbers or other documentation which may be necessary for EGI to submit claims and receive payment for billable services performed by the Associate at the Clinic;
- (b) to register with the Workers Compensation Board-Alberta ("WCB") all business arrangement numbers, group numbers or other documentation, which may be necessary for EGI to submit claims and receive payment for billable services, performed by the Associate at the Clinic;
- (c) to provide EGI for reconciliation purposes and audit purposes, the solo practitioner remittance advice printout of the Associate from Alberta Health, "Alberta Health and Wellness", ("AHW"), upon written request from EGI



- (d) to participate in mandatory peer reviews facilitated by EGI, which shall be held in confidence by the CPSA, and EGI.
- (e) to participate in the EGI physicians on-call roster for weekend work, Walk in clinic coverage, Public holiday work and in a manner consistent with other general practitioners within the EMC group, which participation may consist of evening telephone call; all such on-call shifts to be mutually agreed upon by EGI and the Associate;
- (f) to attend all registered patients, such patients being registered until the published closing time of the Clinic, when working an evening or weekend Walk-In shift.

- 3.6 The scheduling of the Associate's hours shall consist of:
- 40 hours week day shifts per week
  - 16 hours weekend sheet per month on Saturdays or Sundays as per EGI management mutual scheduling arrangement with associate.
  - Additional customized work hours as negotiated in an agreement between EGI and Associate.

3.7 Scheduling rules: EMC will schedule the physician to be present at EaglesMed on all days and shifts contracted to in this contract.

The Associate physician agrees to a 6 months advanced notification to EGI management of scheduling preference change/updates/request (while being compliant to article 3.6 above), to assist with planning of Exam rooms MD occupancy and human resource requirements. This agreement will be required within the 14 days following the schedule being published by EMC.

Changes to this schedule must be made in the following fashion:

- Emergency absences: critical personal illness, first-degree relative illness, or critical illness of a significant other, shall allow the physician to abandon 1 (one) scheduled shift. EMC reserves the right to terminate this contract if it deems there is abuse of this good faith allowance.
- Any changes to the published 6 month schedule that will mean *more* than 3 consecutive working days off within the predetermined 6 month scheduling block will require 45 (forty-five) days notice, or the makeup shift / makeup cheque clause will come into effect.

This notice must be given in writing, with copies to EGI Management.

These absences will be subtracted from the physician's allowed vacation unless makeup shifts or makeup cheques negate the need for this.

- Any changes to the published 6 month schedule that will mean *less* than 3 consecutive working days off within the predetermined 6 month scheduling block, the makeup shift / makeup cheque clause will come into effect.

These absences will be subtracted from the physician's allowed vacation



unless makeup shifts or makeup cheques negate the need for this. Please note that a normal full-time physician at Eaglesmed is allowed a generous vacation and CME leave without financial obligation to Eaglesmed.

This notice must be given in writing, with copies to EGI management team member.

This notice must be provided no later than two Saturdays prior to the requested absence.

- o *An example of the physician's responsibility to notify Eaglesmed of an absence is as follows: a physician schedules a visit to the dentist for Friday the 14th of October, that physician must give notice by email to EGI Management and their personal schedule manager by 11:59pm, two Saturdays before the absence, meaning 11:59pm on Saturday, October 1<sup>st</sup>.*
- o *Likewise if the physician plans an absence for Monday October 10, 2011, the same deadline of two Saturdays prior is sufficient notice, meaning 11:59pm on Saturday October 1<sup>st</sup>.*

**3.8 Makeup Shifts / Makeup Cheques:** If a physician has a planned or unplanned absence from a scheduled shift at Eaglesmed without sufficient notice as defined above, or with sufficient notice but exceeding their holiday allowance, that physician must either:

- Work an identical shift(s) which generate(s) the Associate's regular Gross Revenue to recoup the lost revenue to both the Associate and Eaglesmed, or
- Write to Eaglesmed a cheque in the amount agreed to in Section B to recoup the lost split revenue to Eaglesmed.
- Exemption from this requirement due to an emergency absence, as defined above, will be evaluated on a case-by-case basis. EGI reserves the right to require a makeup shift/makeup cheque and/or to terminate this contract if it deems there is abuse of this good faith allowance.

**3.9 Scheduling of Makeup Shifts;** If the Associate chooses this option, the makeup shift must occur during regularly schedule clinic hours, and must contribute to Eaglesmed a dollar value at least similar to the normal revenue that Eaglesmed would have earned if the physician had worked the original shift.

Notification of the date of the makeup shift must be made in writing to Dr. Musah, Dr. Kasumu and to the physician's personal schedule manager within 14 days of the absence, and must be within 6 months of the absence.

The physician may choose to carry over the shift to additional 6 month period for a penalty of an additional 25% split ratio in favour of Eaglesmed for each 6 month period.

- o *An example would be if an Associate has a 30% split to Eaglesmed, the would owe Eaglesmed a 55% split if the makeup shift happens more than 6 months after the missed shift, then 80% split to Eaglesmed if beyond 12 months. The maximum split to Eaglesmed would be 80%)*



3.10 The Associate shall be entitled to a maximum period of 4 (four) weeks of a combination of vacation or personal leave of absence or sick leave **plus 2 (two) weeks** for Continuing Medical Education activities that provide the Associate with documented credit towards maintaining professional certification in Alberta.

***Anything beyond the above allowance will be subject to the makeup shift/makeup cheque clause. Please note that a normal full-time physician at Eaglesmed is allowed a generous (6 weeks as stated above) vacation and CME leave without financial obligation to Eaglesmed.***

Such leave must be scheduled in a way as to not unfairly disrupt the workings of Eaglesmed Clinic and as such is subject to the notification periods as detailed in Section 3.7. The parties further agree that all vacation and/or educational and/or other leave shall be unpaid periods taken at the sole expense of the Associate.

It is understood by EGI that vacation does not include additional sick leave that may be incurred, and in the case of extended sick leave, the terms of the leave must be agreed upon in writing with EGI Management within 7 days of the first absence from a scheduled shift.

The average cost to EGI in providing coverage for a Physician 4 week vacation/leave period is \$15,000 per full time Physician equivalent. This is the rationale for EGI request for Associate to comply with above clinic coverage tenets.

3.11 During the initial Term of this Agreement and each subsequent Renewal Term, the Associate agrees that any alternate or extra professional services offered to any person, group, association or entity to assist them in the conduct of a medical practice cannot alter or affect the hours that the Associate has committed to work for EGI.

3.12 For Associates that are sponsored by EGI through the process of CPSA mandated Part A and B assessments, EGI shall collect all costs directly or indirectly related to all recruitment efforts, time, material, consultants fees, disbursements to the CPSA and all recruitment process agencies and consultants, Legals fees, Immigration fees, relevant Immigration fees, on candidates behalf, Management fees and administrative cost in full with interest on late payment charges, on the event that the Associate terminates this contract whether or not the 12 weeks prescribed notice mentioned herein is given to enable EGI recover all costs relating to assisting associate relocate to and settle in their practice at EGI locations. This article remains in active effect for the entire duration of the 3 year term of this contract.

#### ARTICLE 4 - MEDICAL BILLINGS AND REMUNERATION OF THE PARTIES

4.1 The Associate hereby assigns to EGI the Associate's Gross Office Revenues for the duration of this contract. Upon receipt of payment of the Gross Office Revenues of the Associate, EGI may deposit such receipts into EGI's bank account.

4.2 Upon receipt of the Gross Office Revenues EGI shall:



- (a) pay SEVENTY (70%) percent of the Associate's annual Gross Office Revenues, excluding any charges that are uncollected or deemed uncollectible by EGI.
- (b) pay all Clinic staff wages, including vacation and holiday pay, where applicable, and employee withholdings, including CPP, EI, and federal and provincial income taxes; and
- (c) apply the Gross Office Revenues after payment the of Items (a), (b) and (c) hereof to the payment of EGI's Management Fee, as described in Article 4.4 herein.

4.3 For the purposes of Article 4.2 herein, it is agreed that:

- (a) After receipt into the EGI Bank Accounts of Gross Revenue payments, payments to the Associate shall be paid out upon generally every two weeks, or at such earlier date as may be determined from time to time at the sole discretion of EGI
- (b) Copies of Statements of assessment (SOA) provided for Associates revenue by AHW will be made available to Associate electronically on a regular periodic basis, by EGI.
- (c) EGI shall have sole and exclusive responsibility and liability for the payment of Clinic office staff wages, vacation and holiday pay and the remittance to the proper authorities of all employee withholdings including, CPP, EI, and federal and provincial income taxes.
- (d) EGI charges an Administration fee per annum to patients accepted into family practice. This Administration fee is optional for those who choose to opt out or those who cannot afford it.

Family Practice patients at EGI who subscribe to the Administration fee option are regarded as paid members who are entitled to a discounted Tariff for some third party services at EMC/EWC. This gives discounts on third-party costs to the patients who subscribed.

4.4 In consideration of the services provided by EGI hereunder, the Associate shall pay or cause to be paid to EGI an amount equal to thirty (30%) percent of the annual Gross Office Revenues of the Associate actually received by EGI, all of the foregoing excluding any charges that are uncollected or deemed uncollectible by EGI, (the "Management Fee").

4.5 The Associate will be expected to provide EGI with an invoice detailing the Management fee showing the amount to be paid.

4.6 The Associate shall be responsible for giving a reasonable amount of notice if cancelling any booked or walk-in shifts or the Associate will arrange clinical coverage for the index shift or seek the help of EGI management (at additional cost to Associate) in securing coverage for the missed shift.



4.7 EGI shall provide to the Associate, within reasonable time copy of the SOAs.

4.8 EGI requires an assignment of "overhead insurance" in an amount outlined in Section B. This ensures that the Associate's practice is kept fully operational vis-à-vis legal and ethical obligations to both patients and licensing authorities to provide quality care in a timely fashion, to follow-up on outstanding tests, follow-up visits, referrals, etc. in the instance that an unexpected absence that invokes this insurance temporarily or permanently disrupts their revenue generation and clinical services contribution to EMC/EWC while they are contracted to EGI.

4.9 Associates with no EMR funding from government shall be subject to EGI recovery of such EMR licence costs from administrative fees collections and BCP (clinic business continuity) funding.

4.10 Associate shall pay premium for group health care insurance as per EGI policies and procedures for health insurance cortes extended to all Physicians at Eaglesmed.

#### ARTICLE 5A – REVENUE SPLIT RATIOS

5A.1 ALBERTA HEALTH AND WELLNESS REVENUE: The Split Ratio for AHW fees collected by Eaglesmed Group, Inc. on behalf of, with Associate oversight and full responsibility for billing accuracy shall be 70/30% in favour of the Associate.

5A.2 WORKMAN COMPENSATION BOARD (WCB) REVENUE:  
The Split Ratio for WCB fees collected by Eaglesmed Group, Inc. on behalf of, with Associate oversight and full responsibility for billing accuracy shall be 70/30% in favour of the Associate.

5A.3 ALL OTHER 3<sup>RD</sup> PARTY FEES RELATED TO DIRECT PATIENT CARE SERVICES:  
The Split Ratio for 3rd Party fees collected by Eaglesmed Group, Inc. on behalf of, with Associate oversight and full responsibility for billing accuracy shall be 70/30% in favour of the Associate.

#### 5A.4 MEDICAL LEARNERS AT EAGLESMED:

Medical Learners are important to Eaglesmed and also carry a disproportionate level of medico-legal exposure.

The learner must attend a mandatory training session prior to commencement at Eaglesmed and **must sign and abide by** any terms that the Eaglesmed Board of Directors feel are necessary to protect all parties involved from the risk associated with giving a learner access to a medical clinic, medical records, patients, and physicians. EMC reserves the right to terminate this contract and have the learner removed the medical learner immediately if these highly sensitive terms are not strictly adhered to.

Unstructured learning opportunities at Eaglesmed are highly discouraged due to the disproportionately high medico-legal risk they pose and must be discussed in advance with the Eaglesmed Board of Directors.



Structured learning opportunities may be entertained at Eaglesmed. Prior to the acceptance of a medical learner here at Eaglesmed, that learner must have written approval from EGI management, sign a contract detailing the Eaglesmed Medical Learner Terms and Conditions (which will detail operating procedures and protocols with respect to medicolegal exposure), and must pay a mandatory Observership Fee to Eaglesmed or obtain a written exemption based on a pre-existing retainership contract.

In the case where the Associate has agreed to offer a structured learning opportunity for a medical student or resident in the course of that learner's Medical School or Post-Graduate training, all remaining funds, after the above conditions have been met, will belong to the Associate.

The base tariffs payable to Eaglesmed by all structured medical learners, or their institution, are as follows:

- daily rate for all preceptorships less than 3 consecutive days: \$50/day
- weekly rate: \$200/per week"
- for unemployed/un-sponsored learners HBT time share valued at 8 hour HBT shift is equivalent to a 1 day preceptorship retainer fee and 3 days of HBT work is equivalent to a 1week preceptorship retainer fee.

#### ARTICLE 5B - TERM AND TERMINATION

5B.1 This agreement shall be in effect starting \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Initial Term"), and shall remain in force for a term of three (3) years. It shall thereafter be automatically renewed or negotiated for successive three (3) year term(s) (the "Renewal Terms") subject to such earlier termination as provided for herein. Negotiations for renewal must be completed at least twelve (12) weeks before expiry of current agreement, otherwise, the contract is deemed to be automatically renewed.

5B.2 Either party may terminate this Agreement during the Initial Term or any Renewal Term at any time by providing notice in writing to the other party as follows:

- (a) By the Associate by giving EGI a minimum of twelve (12) weeks notice and shall not require payment by the Associate to Eaglesmed the amount as calculated in 5B.3; or
- (b) By EGI by giving the Associate twelve (12) weeks notice and shall not require payment by Eaglesmed to the Associate the amount as calculated in 5B.3; or
- (c) By the Associate by giving EMC *any duration less* than twelve (12) weeks notice and *shall* require payment by the Associate to Eaglesmed the amount as calculated in 5B.3

5B.3 The amount the associate shall pay Eaglesmed group Inc, is equal to \$1000 per day times 5 days per week x 12 weeks if this 12 weeks notice compliance is breached by Associate, directly or indirectly.

The Associate further agrees any and all cash advances, not related to the aforementioned costs Associated with the Associate's placement, which relate to the Associate's gross



office revenues and remuneration of the Associate as per Article 4.2(a), 4.2(b) of this agreement are fully refundable to EGI at the time of notice of termination and EGI shall have the right to set-off such amounts as per Article 7.2.

5B.4 Without limiting the generality of the foregoing, the following circumstances constitute cause for termination of the Agreement by EGI or the Associate;

- (a) if either party fails to observe or perform any term of the Agreement;
- (b) If either party are guilty of any default or misconduct in connection with or affecting the business of EGI;
- (c) If either party are guilty of fraud, dishonesty or other misconduct in the performance of the Associate's duties or business practices hereunder;
- (d) If either party are convicted of an indictable offence or a comparable criminal offence in Canada or a foreign jurisdiction;
- (e) If either party becomes of unsound mind or is judged insane or incompetent to handle the Associate's own affairs by a court of competent jurisdiction;
- (f) Should the Associate engage in, directly or indirectly, providing any services for reward to any entity or person other than EGI or is employed by any other person or organization in the practice of medicine, it is with the understanding that it cannot affect the hours the Associate has committed to work for EGI;
- (g) If the Associate is subject to any express or implied agreement or restrictive covenant in favour of any other person, group, association or entity which has the effect of impeding the performance by the Associate of the Associate's duties hereunder.
- (h) If Associate is breaches any CPSA code of ethics and Standards of practice that causes any financial, liability, reputational, business or any other losses to EGI.
- (i) If Associate is involved in a criminal activity that comes to the attention of EGI management.
- (j) If Associate is involved in any form of abusive activity on fellow Physicians, staff or clinic associates (Eaglesmed has a policy of ZERO TOLERANCE FOR ABUSE TO PATIENTS, STAFF, PHYSICIANS OR ALLIED TEAM MEMBERS; see copy with EGI managers).

#### ARTICLE 6 - INSURANCE

6.1 The Associate shall obtain and continuously maintain at the Associate's own expense through the Canadian Medical Protective Association or such other organization as agreed to by EGI and the Associate, medical malpractice insurance with limits sufficient to discharge any and all claims which may be made against the Associate under such a



policy or in any circumstance related to the practice of medicine by the Associate during the initial term or any subsequent renewal of this agreement. Such insurance shall:

- (a) Require the insurer to provide EMC with 30 days written notice of any material change to or cancellation of such policy; and
- (b) Contain a waiver of subrogation against EGI

6.2 The Associate shall upon request provide proof satisfactory of such insurance referenced in Article 7.1 herein to EGI.

6.3 EGI hereby agrees to obtain and continuously maintain adequate comprehensive general liability insurance in relation to the Clinic.

6.4 The Associate shall provide upon resumption of duty evidence of satisfactory overhead insurance coverage as alluded to in article 4.8. This precludes infrequent Locum tenens. Locums are not required to meet the provisions of articles 4.8 and 6.4

6.5 EGI requires an assignment of "overhead insurance" in an amount outlined in Section B. This ensures that the Associate's practice is kept fully operational vis-à-vis legal and ethical obligations to both patients and licensing authorities to provide quality care in a timely fashion, to follow-up on outstanding tests, follow-up visits, referrals, etc. in the instance that an unexpected absence that invokes this insurance temporarily or permanently disrupts their revenue generation and clinical services contribution to EGI while they are contracted to EGI.

#### ARTICLE 7 - INDEMNITY AND SET-OFF

7.1 The Associate agrees to indemnify and hold harmless EGI from any liability, loss, damage or expense, including assessable legal fees, which EGI may incur as a direct result of the negligent performance of the Associate's obligations under this agreement during the Initial Term and any subsequent Renewal Term of this Agreement. EGI agrees to provide prompt written notice of any claim that might give rise to such liability and to give the Associate the opportunity to retain their own counsel to defend such claim.

7.2 EGI shall have the right at any time to set-off any monies owing by the Associate to EGI pursuant to this Agreement, or any related Agreements evidenced in writing by both parties to this Agreement, against monies owing by EGI to the Associate. For greater certainty, monies owing by EGI to the Associate include monies payable to the Associate pursuant to Article 4.2 (a), 4.2(b) herein and monies owing by the Associate pursuant to Article 5.3 herein.

#### ARTICLE 8 - CONFIDENTIALITY AND OWNERSHIP OF EMC MATERIAL

8.1 The Associate shall not (except in the proper course of the Associate's duties, and excluding the Associate's Accountants, Tax Preparers, Legal Counsel, Insurers and Professional Governing Bodies) during or after the Initial Term or any Renewal Term of this Agreement divulge to any person whatsoever the terms of this agreement or any other confidential information concerning the business or finances of EGI.



8.2 All reports, files, records, data, manuals, and forms relating to the practice of medicine at any of EGI's medical clinics, including family practice charts, whether prepared by the Associate or otherwise, any copies thereof and the information contained therein is and shall forever remain the exclusive holding property of EGI and the Associate shall not, during the term of this Agreement or at any time subsequent thereto without the prior consent in writing of EGI, which consent may be withheld, remove any such material from the Clinic, copy such records or parts thereof for any purpose other than patient care on or off EGI clinic sites, except as may be required to fulfil the direct duties of patient care by the Associate hereunder.

#### ARTICLE 9 - GENERAL PROVISIONS

9.1 Any notice or communication required or permitted to be under this Agreement shall be in writing and shall be delivered by personal service, telecopy or registered mail, postage prepaid as follows:

10.1.1 In the case of EGI to:

Suites 215 and 315, 12445 Lake Fraser Drive S.E, Calgary, Alberta, T2J 7A4.  
Telephone: 403 72 EAGLE or (403) 723-2453  
Fax: (403) 723-2463

10.1.2 In the case of the Associate to:

DR. \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

or such other address as may be hereinafter designated in writing to all parties by the addressee in accordance with the foregoing. Any notice, direction or request delivered personally or by telecopy shall be deemed to have been received and given to the addressee on the day of delivery. Any notice, direction or request mailed as aforesaid shall be deemed to have been and given to the addressee on the fifth business day following the date of mailing except in the event of a disruption of postal service, in which event notice shall be delivered personally or be given by telecopy.

9.2 Should any provision of this Agreement be found invalid or unenforceable by a Court



having competent jurisdiction, such provision(s) shall be considered separate and severable and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision(s) had not been included.

9.3 The performance of the Associate's duties hereunder shall not be assigned or otherwise delegated by the Associate except to competent and qualified staff employed at the clinic. It is hereby agreed by the parties that any person working in the Clinic who carries out a delegated medical task on or in relation to any patient of the Associate does so solely on the instructions and on behalf of the Associate and shall not act in any way under EGI's instruction or behalf. EGI hereby agrees that it shall have no right to direct or control that person in any way in the execution of such delegated medical tasks.

EPCB (Eaglesmed Physician Clinical buddy) is a designated Physician mutually agreed to by EGI management, Associate Physician and a Collegial Eaglesmed Physician that looks after all clinic duties of the Associate when unavailable. The EPCB is ethically, legally and clinically bound by all terms, responsibilities and judgements that might arise during such coverage provided by the EPCB on behalf of the Associate but restricted to specific matters relating to individual patient care related issues for which coverage has been provided.

9.4 No amendment or variation of the provisions of this agreement shall be binding upon either of the parties unless it is evidenced in writing and executed by each of the parties hereto.

9.5 No waiver on behalf of either party hereto of any breach of the terms hereof shall be binding upon such party unless it is evidenced in writing and executed by such party. Such waiver shall not be deemed to waive any subsequent breach.

9.6 Time shall be of the essence in this Agreement.

9.7 The representations, warranties, indemnity of the Associate contained herein shall survive the termination or expiration of this Agreement and shall continue in full force and effect.

9.8 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their executors, and permitted assigns. It can be subject to change within 30 days notification of all stakeholders.

9.9 This contract shall be governed by the laws of the Province of Alberta.

9.10 Notwithstanding any article contained herein the regular date for payment of the Associates fees as described herein shall be on the 15<sup>th</sup> and the last day of the month.

9.11 The parties hereto agree to execute and deliver such further and other documents and perform or cause to be performed such further and other acts and things as may be necessary or desirable in order to give full force and effect to this Agreement and every part thereof.

9.12 This Agreement may be executed by the parties in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document, and the execution and delivery of counterparts of this Agreement by telecopier or facsimile by any party shall be deemed to be sufficient execution by such party.



10/10/10





MANAGEMENT AGREEMENT BETWEEN EAGLESMED GROUP, INC.  
AND  
PHYSICIAN ASSOCIATES

Section B

IN WITNESS WHEREOF the parties hereto have executed this agreement effective as of the date and year first written above and:

- (a) If the Associate is a professional corporation, the Associate has signed by its president and affixed its corporate seal; and
- (b) If the Associate is a physician, the Associate has signed in the presence of a witness and the witness has signed opposite of the signature of the physician.

EAGLESMED GROUP INC.

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

Dr. Chris Musah  
MD, MMED, MPH, FCFP(SA), CCFP, CIME.  
Founder, President and CEO

If the Associate is an individual:  
SIGNED, SEALED AND DELIVERED

Dr. MERCY AKINSIPE

\_\_\_\_\_  
[Insert doctor's name and signature above]

In the presence of: \_\_\_\_\_  
[Insert witness signature above]

Print name and address of witness:

\_\_\_\_\_  
\_\_\_\_\_

If the Associate is a professional Corporation:

Per: \_\_\_\_\_  
[Affix seal here]

DATE: 28 DAY OF THE MONTH OF Sept, 2020



----- Forwarded message -----

From: **Chris Musah** <[chrismusah.eaglesmed@gmail.com](mailto:chrismusah.eaglesmed@gmail.com)>

Date: Thu, Feb 11, 2021 at 6:58 AM

Subject: Eaglesmed clinic sudden closure until further notice.

To: Mercy Akinsipe <[mercyakinsipe@gmail.com](mailto:mercyakinsipe@gmail.com)>

CC: o.j doherty <[lanrede@yahoo.ca](mailto:lanrede@yahoo.ca)>, Ruby Bhowmick <[rubbybhowmick.eaglesmed@gmail.com](mailto:rubbybhowmick.eaglesmed@gmail.com)>, Shauna McAloney <[shaunamcaloney@shaw.ca](mailto:shaunamcaloney@shaw.ca)>, Kristie SUNSHINE Cote <[iamkristie74@gmail.com](mailto:iamkristie74@gmail.com)>

Hello Dr Mercy,

Thank you so much for the excellent service you provide to our patients.

We are extremely grateful.

I sincerely apologize for the cash flow disruption this sudden landlord closure of our doors has caused you. We shall discuss this in person upon my return shortly.

The new landlord has been adverse to us for several months and resulted in the sudden closure of our doors by landlord's team. Our legal team are handling the matter but our Avenida location will remain closed until further notice.

We have issued communications about this to all relevant stakeholders:

- CPSA
- SCPCN
- OIPC
- Webmaster to update website
- door signage
- etc.

The next step is transfer of records and continuity of care.

I will keep you posted shortly.

I'm moving my practice to Humana west hills when I arrive.

I will keep you posted.

Thank you.

THIS IS EXHIBIT " B " referred to in the Affidavit of Dr. Mercy Akinsipe Sworn before me this 13<sup>th</sup> day of August A.D. 2021  
  
NOTARY PUBLIC/COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA  
E. Jane Butcher  
Barrister & Solicitor

> On Feb 11, 2021, at 3:36 PM, Mercy Akinsipe <[mercyakinsipe@gmail.com](mailto:mercyakinsipe@gmail.com)> wrote:

>

> Hello Dr Musah,

>

> I hope all is well with you and you are sorting things out with your Mum.

>

> I learned from staff yesterday that Eagles Med is closed. I am booked to see 50 patients today and none of these patients have been made aware. So I am concerned because patients care will be affected. No one seems to be in charge while you are away and staff was not well equipped to handle a crisis. I am not going to call all these patients booked today as it is not feasibly possible.

>

> In the future it would be good to have someone in charge who is responsible for Management.

>

> Until the practice is up and running and I am notified about it I will not be able to come in and see patients.

>

> Please reach out when you get a chance.

> My cell is (416) 294-5233

>

> Thanks

>

>

Oct 1st- \$849.91  
Oct 2nd- \$820.96  
Oct 5th- \$901.44  
Oct 8th- \$1,088.56  
Oct 9th- \$1,213.94  
Oct 13th - \$749.94 + \$6.30 third party billings  
Oct 14th- \$982.38  
= \$6,613.43  
  
Oct 15th- \$1,605.10  
Oct 19- \$1,376.11  
Oct 20- \$1,356.13  
Oct 26- \$1,353.95  
Oct 27- \$1,376.53  
Oct 28- \$881.46  
Oct 29- \$1,626.20  
Oct 30- \$1,460.79 + \$75 third party billings  
Nov 2- \$752.92+ \$35 third party billings  
Nov 4- \$1,386.77 + \$35 third party billings  
Nov 5- \$1,247.66 + \$85.58 third party billings  
Nov 6- \$1,451.69 + \$55 third party billings  
Nov 9- \$1,056.58  
Nov 10- \$981.94 + \$210 third party billings  
Nov 11- \$1,429.73  
Nov 13- \$1,258.64  
Nov 16- \$683.84  
Nov 17- \$1,243.00  
Nov 19- \$1,117.35  
Nov 20- \$851.22

THIS IS EXHIBIT " C "  
referred to in the Affidavit of  
Dr. Mercy Akinsipe  
Sworn before me this 13<sup>th</sup>  
day of August A.D. 2021  
  
NOTARY PUBLIC/COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA  
E. Jane Butcher  
Barrister & Solicitor

Nov 24- \$1,408.94

Nov 26- \$2,084.23

Nov 30 - \$1,382.06

Dec 12- \$900.04

Dec 15- \$265.15

Dec 17- \$947.80

Dec 29- \$1,854.96

Jan 7- \$3,018.34

Jan 14- \$2,617.91

Jan 21- \$2,713.81 + 50 third party billings

Jan 28- \$2,884.94

Feb 2 - \$1,870.69 + 140.58 third party billings

Feb 4- \$3,880.94

Feb 5- \$619.00

Feb 9- \$1,466.02

## **APPENDIX "H"**

# Cassels

January 31, 2022

Via E-Mail ([mercyakinsipe@gmail.com](mailto:mercyakinsipe@gmail.com))

M. Akinsipe Medical Professional Corporation

Attention: Dr. Mercy Akinsipe

[joliver@cassels.com](mailto:joliver@cassels.com)

tel: +1 403 351 2921

fax: +1 403 648 1151

file # 049073-00009

Dear Madam/Sir:

**Re: In the Matter of the Receivership of Eaglesmed Group Inc. and Chris Musah Professional Corporation  
Alberta Court of Queen's Bench File No. 2101-01130 / Estate No. 25-095192**

We are counsel to Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as court-appointed receiver and manager (in such capacity, the "**Receiver**") of the assets, property and undertakings of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation (collectively, the "**Debtors**"). We write in response to your email correspondence to the Receiver dated January 19, 2022. A copy of the Receivership Order is enclosed for your reference.

The allegations you have made against the Receiver and employees of Deloitte are very serious and it is our view that they are unfounded and without merit. While the Receiver understands your frustration with the circumstances of this matter, it is important to understand that once a company is placed into receivership by court order, insolvency laws override or alter the operation of certain other laws and contractual obligations that would otherwise apply. In that regard, we believe it may be helpful to provide you with further explanation of the applicable law and the Receiver's obligations in administering the estate of the Debtors.

Once a company enters receivership, the terms of the receivership order along with insolvency laws govern the handling and subsequent division of all the assets, property and undertakings of the debtor. The *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") and certain other legislation (e.g. such as the *Personal Property Security Act*, RSA 2000, c P-7) prescribe a specific priority regime for distribution of assets of the debtor among creditors of the debtor. Secured creditors (persons to whom the debtor has pledged collateral in exchange for credit — e.g. a lender who holds a mortgage over the debtor's premises) generally have priority over unsecured creditors (persons to whom the debtor owes money but to whom the debtor has not pledged any collateral — e.g. a service provider). Certain other types of claims also have a special priority position that ranks ahead of secured creditors (e.g. the Canada Revenue Agency has a priority claim in relation to any income tax, Canadian Pension Plan contributions, and Employment Insurance premiums that remain owing by the debtor). All creditors of the debtor companies must be paid in accordance with this priority regime and where there is a shortfall of funds available in the estate, not all creditors will be paid.

The *Wage Earner Protection Program Act*, SC 2005, c 47, s 1 in conjunction with the BIA and related legislation, also provides that certain employee wage amounts enjoy a priority in limited amounts. However, as noted in our previous correspondence, the management agreement you entered into with Eaglesmed on September 28, 2020 (the "**Management Agreement**") specifically provides that you shall not be deemed to be an employee of Eaglesmed for any purpose. Accordingly, you contractually agreed that you would

t: 403 351 2920

f: 403 648 1151

[cassels.com](http://cassels.com)

Cassels Brock & Blackwell LLP

Suite 3810, Bankers Hall West, 888 3rd Street SW

Calgary, AB T2P 5C5 Canada

not be an employee of Eaglesmed. Further, we are of the view that, under the Management Agreement, you effectively assigned certain of your rights with respect to amounts earned from Alberta Health Services to the Debtors and the Management Agreement does not indicate that those amounts were to be held in trust by Eaglesmed on your behalf.

Accordingly, since you are not a secured creditor nor an employee of the Debtors, you are a creditor with an unsecured claim and as prescribed by the above-referenced legislation, you will only be entitled to receive payment if there are enough assets to first satisfy all secured and other priority claims that have been properly made against the Debtors' estate. However, as indicated to your counsel previously, there are not enough resources in the Debtors' estates to pay all amounts owing to the secured and other priority claimants. As a result, the Receiver does not anticipate any distribution will be available to any unsecured creditors of the Debtors in the course of the receivership.

In coming to this conclusion, which we realize is disappointing and unfortunate for you, the Receiver is simply applying the law and carrying out its obligations under the governing legislation and Receivership Order. In that regard, the Receiver assures you that at no time has your age, gender, race or any other personal characteristic impacted or been taken into account (if known at all) by the Receiver in its conduct or assessment of your claim in the course of its administration of the Debtors' estate.

While the Receiver did initially contact the College of Physicians and Surgeons when it was unable to reach Dr. Musah in order to obtain directions with respect to the handling of patient records and to confirm all Eaglesmed physicians were in good standing, at no time did the Receiver file or make any type of complaint whatsoever to the College of Physicians and Surgeons or any other body in relation to yourself or any other physicians.

Finally, the Receiver advises that it will be appearing in Court (via WebEx) on Wednesday, February 16, 2022 at 3:00pm, in relation to an application to seek sale approval of certain property of the Debtors' (the "**Hearing**"). Should the foregoing not be sufficient to address your concerns, the Receiver encourages you to attend the Hearing and raise your concerns before the Court at that time. Further details of the Hearing will follow next week. The Receiver otherwise notes for your reference that, pursuant to paragraphs 8 and 9 of the Receivership Order, a stay of proceedings is in place with respect to the Debtors, the Property (as that term is defined in the Receivership Order) and the Receiver. This means that you cannot commence a court action against the Debtors or the Receiver without first obtaining leave (i.e. permission) from the Court (unless you meet one of the narrow exceptions set out therein). It is our view that the type of claim you have advised you intend to bring against the Receiver does not meet one of the exceptions.

Yours truly,

Cassels Brock & Blackwell LLP



Jeffrey Oliver  
Partner  
JO/kd  
Enclosure

cc: Deloitte Restructuring Inc.

LEGAL\*55148489.2

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  
15<sup>th</sup> Floor, 850 - 2<sup>nd</sup> 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 "I"**

In the Matter of the Receivership of  
 Eaglesmed Group Inc. and Chris Musah Professional Corporation  
 Summary of Receiver's Fees  
 As at January 31, 2022

Receiver's Fees							Receivership allocation	
Invoice	Period	Fees	Courtesy discount	Disbursements	GST	Total	Eaglesmed	CMPC
8001785610	Feb 12, 2021 to Apr 16, 2021	68,847.50	(5,640.11)	260.61	3,173.40	66,641.40	49,314.64	17,326.76
8002250356	Apr 17, 2021 to Nov 1, 2021	46,477.50	(4,647.75)	765.22	2,129.75	44,724.72	17,442.64	27,282.08
Work-in-Progress	Nov 2, 2021 to Jan 13, 2022	9,620.00			481.00	10,101.00	907.50	8,712.50
		<b>124,945.00</b>	<b>(10,287.86)</b>	<b>1,025.83</b>	<b>5,784.15</b>	<b>121,467.12</b>	<b>67,664.78</b>	<b>53,321.34</b>

## **APPENDIX "J"**

In the Matter of the Receivership of  
Eaglesmed Group Inc. and Chris Musah Professional Corporation  
Summary of Receiver's Legal Counsel's Fees  
As at January 31, 2022

Legal counsel fees

Invoice	Date	Fees	Courtesy discount	Disbursements	GST	Total	Receivership allocation	
							Eaglesmed	CMPC
2132647	20-Mar-21	7,007.00	(1,007.00)	50.00	300.00	6,350.00	4,762.50	1,587.50
2134962	13-Apr-21	11,841.00	(841.00)	434.04	564.80	11,998.84	8,999.13	2,999.71
2139086	31-May-21	52,570.00	(8,570.00)	697.85	2,219.56	46,917.41	23,458.71	23,458.71
2141041	22-Jun-21	15,820.00	(1,820.00)	377.12	703.07	15,080.19	6,032.08	9,048.11
2142166	12-Jul-21	1,246.50	-	16.67	63.16	1,326.33	-	1,326.33
2149397	12-Oct-21	3,644.00	-		182.20	3,826.20	-	3,826.20
2151250	4-Nov-21	2,831.00	-		141.55	2,972.55	-	2,972.55
2156468	31-Dec-21	2,880.50			144.03	3,024.53	-	3,024.53
Work-in-Progress		5,000.00			250.00	5,250.00		5,250.00
		<b>102,840.00</b>	<b>(12,238.00)</b>	<b>1,575.68</b>	<b>4,318.37</b>	<b>88,471.52</b>	<b>43,252.41</b>	<b>53,493.64</b>

## **APPENDIX "K"**

**In the Matter of the Receivership of Eaglesmed Group Inc. and  
Chris Musah Professional Corporation  
Combined Statement of Actual plus Estimated Receipts and Disbursements  
As at January 31, 2022  
(All amounts in \$CAD)**

	Eaglesmed Group Inc.	Chris Musah Professional Corporation
<b>Receipts</b>		
Sale of assets	45,000	-
Receiver's borrowings		100,000
Cash on hand	18,546	5,335
Transfer to (from) other estates	43,699	(43,699)
Rental Income	-	13,500
Insurance refund	-	2,546
WCB collections	435	-
Accounts receivable	260	-
Critical worker benefit	184	-
<b>Total receipts</b>	<b>108,123</b>	<b>77,682</b>
<b>Disbursements</b>		
Receivers Fees	63,537	16,721
Legal fees	33,733	4,371
Insurance	832	8,457
Appraisal fee	4,000	-
Utilities		4,590
Condominium fees	-	10,985
Property maintenance	-	826
Other expenses	809	-
Locksmith	-	329
GST paid	5,141	1,175
Filing fees to the Official Receiver	72	72
<b>Total disbursements</b>	<b>108,123</b>	<b>47,526</b>
<b>Estate balances as at January 31, 2022</b>	<b>-</b>	<b>30,156</b>