

COURT FILE NUMBER 2201-03735
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF THE BANK OF MONTREAL
DEFENDANTS THE INSTITUTE OF WELLNESS AND
ADVANCED AESTHETICS LTD., WANDA
LEE, THE ESTATE OF JONATHAN PATRICK
LEE, 1608309 ALBERTA LTD., and MOUNT
ROYAL SURGICAL CENTRE INC.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT: **MILLARS LAWYERS**
305-1822 10 Avenue SW
Calgary, AB, T3C 0J8
Attention: Phillip M. Millar/ Madison Steenson
Phone: (403) 732-5638
Fax: 888-838-8367



AFFIDAVIT OF WANDA LEE

Sworn on July, 6 2022

I, WANDA LEE, of Calgary, Alberta, SWEAR AND SAY THAT:

1. I am the sole director of the Defendant, The Institute of Wellness and Advanced Aesthetics Ltd, ("IWAA") the sole director of the Defendant, Mount Royal Surgical Centre Inc. ("MRSC") and the Personal Representative of the Estate of Jonathan Patrick Lee, controlling the defendant 1608309 Alberta Ltd.
2. I am the single mother of six children.
3. On June 28, 2020, my husband, Dr. Jonathan P. Lee, passed away suddenly at age 42, leaving behind myself, our children, and our businesses.
4. Because of the expansion we had planned, at the time of his death, I had 5.4 million in debt. Furthermore, I discovered that he did not have a life insurance policy payable to his Estate.
5. One month after his passing, I was faced with the responsibility to open one of the largest plastic surgery and medical aesthetic clinics housing a privately owned hospital grade, double bay, operating facility, with no medical director or plastic surgeon.

6. Despite the sudden loss of my husband and without the only practicing plastic surgeon and medical director for the business, I was forced to take occupancy from the Landlords on the original schedule. There was no flexibility or support as I was suddenly scrambling to find surgeons and a medical director, and deal with the forced closures as a result of the Covid-19 pandemic.
7. Additionally, I chose to refund 35 surgeries that Johnathan had scheduled and were pre-paid in anticipation of IWAA opening. This amounted to over \$1,000,000 directly to patients to protect them and Jonathan's legacy. The alternative would have required to process the claims through insurance which could have taken over a year to process.
8. I attempted to operate the facility in circumstances that are almost impossible to describe.
9. Compounding my grief and the enormity of the situation was the fact that our business interests and lands were financially encumbered by more than \$18,000,000.
10. In the span of 20 months, and in the midst of the COVID-19 pandemic, I was able to reduce debt of 5.4 million to 1.7 million.
11. My husband's life insurance policy totaled \$1,500,000 was guaranteed to the Bank of Montreal ("BMO") as a security on the loans we had taken for IWAA. BMO demanded the guarantee was for \$3,000,000 but I confirmed the amount on the guarantee signed by my husband was \$1,500,000. However, our loan was still placed in default. BMO made operation very difficult, locking my accounts, increasing my interest rates and decreasing my operation line of credit and credit cards.
12. On or about February 10, 2022, The Bank of Montreal (BMO) issues notices of default and demands for payment to IWAA, 1608309 Alberta Ltd., MRSC, and me personally with respect to the credit extended to IWAA, in the amount of \$2,180,431.32 as of that date plus interest and legal costs.
13. On or about March 16, 2022, I on behalf of the Defendants in my various capacities, entered into a Forbearance Agreement with BMO, whereby BMO agreed to forbear from exercising its rights under the original loan agreement and security. I had no choice but to sign, to keep my business operational and ensure my employees were paid.
14. In late fall of 2021, I began working with a private equity lender, VOC Partners Inc ("VOC") whereby VOC would purchase 49% of the shares in IWAA and MRSC. The result of this transaction would be to inject funds into IWAA in order to pay out the BMO loan. This transaction was proposed as a letter of intent ("LOI") on March 30, 2022. Attached hereto and marked as **Exhibit "A"** is a copy of the LOI.
15. However, this transaction did not go forward as planned, as on or about April 1, 2022 BMO brought an application to appoint Alvarez & Marsal Canada Inc as Receiver for IWAA, MRSC and 1608309 Alberta Ltd, which was granted April 1, 2022.
16. Because the Receivership Order was granted on April 1, 2022, the Receiver took control of the IWAA and MRSC and all of its applications. locking myself and VOC out of the Data Room which was needed to complete their due diligence as required in our LOI. We were delayed in this component many weeks, as we sought permission from the Receiver to access the Data Room in order to close on the transaction.

17. The ("LOI") was provided to the Receiver on April 4, 2022. On April 18, 2022, the Receiver responded with concerns about the LOI and rejected the LOI in its current form. Ultimately, we were unable to close the transaction and VOC stepped out of the deal with the added complications from the receivership approval process.
18. The situation became dire, as Certus Developments Inc, the landlord of IWAA attached a writ to my personal residence, where I live with my 6 children. This was a result of a judgment with respect to an \$800,000 promissory note that was personally guaranteed by Jonathan Lee Professional Corporation, 1608309 Alberta Ltd and used for leasehold improvements in space leased by IWAA and MRSC. Attached hereto and marked as **Exhibit "B"** is a copy of the executed promissory note.
19. Compounding this issue, as I was desperate to find funding, my lawyer at the time stopped communications with me, as I had been advised I had outstanding account balances.
20. With little legal advice on the process, and the VOC deal not going forward, I was looking for help from anyone who could offer it.
21. I met Grace Yan ("Grace") on May 8, 2022, through a mutual acquaintance. Grace offered to help me after hearing my story to seek investors so that I could make a bid or find financing to help my situation.
22. After the receivership order, other lenders I had dealt with became scared and uncertain about the state of my companies. I was told to list one of my other buildings, located at 217-19th Street Calgary, Alberta. Grace, as a real estate agent offered to list the building and advised she was familiar with the receivership proceedings. She was also looking to help with my other investments and debt. I signed the listing agreement on that same date not understanding I was signing an agreement to list the lease for IWAA. I thought I was listing my other building, 217-19th Street NW Calgary, Alberta.
23. During the brief MLS listing, Grace communicated and cooperated with the Receiver to tour and register potential buyers. This was done with full transparency with the intent to help recover the maximum value of the assets. When this was identified by the receiver, and after speaking with my new counsel, I instructed the removal of the listing.
24. On May 31, I received notice from the receiver with respect to funds owed to IWAA from my related companies, 2025988 Alberta Ltd, Calgary Institute of Plastic Surgery, Lab 11 Inc., The LITA Group of Companies Inc., Sovereign Development Group and 1608309 Alberta Ltd. 1608309 is in receivership with IWAA, and Calgary Institute of Plastic Surgery and Lab 11 Inc are not operating to pay out the funds owed. As well The LITA Group of Companies has been operating on a limited basis, as its offices were in the building holding IWAA and as a result of the receivership have been locked out. Attached hereto and marked as **Exhibit "C"** are copies of the correspondence.
25. The outcome of the proceedings and the amount of the bid will ultimately determine whether I will be able to remain in my personal residence where I care for my children.
26. If the bid is insufficient to pay creditors, I risk losing my home and the home of my six children.
27. I do not have the financial capacity to be a bidder in the current receivership process, nor do I intend to be a bidder. As a creditor with an invested interest in the proceedings, I wish to ensure the accepted bid is for the highest value possible.

28. I spent 7 years developing this business. In Alberta it takes conservatively four years and approximately \$5,000,000 to create, develop, build and licence a private operating facility. This accomplishment has been taken from myself and my family as a result of the untimely passing of my husband for significantly less than the capital we invested and the time and effort put into this business.

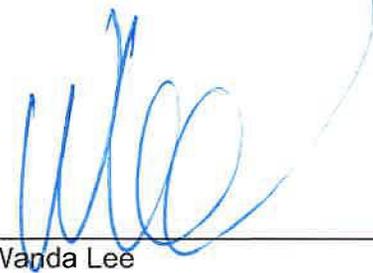
29. I make this affidavit on the direction of Justice Romaine to provide clarity to the Court on my position for the approval of the sale of assets and for no improper purpose.

SWORN BEFORE ME at Calgary, Alberta, this
6 day of July, 2022.



(Commissioner for Oaths in and for the
Province of Alberta)

Madison Steenson
Barrister, Solicitor and Notary Public
In and for the Province of Alberta



Wanda Lee



March
21st,
2022

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

Wanda Lee

Sworn before me this 6

day of July A.D. 2022

A handwritten signature in blue ink, appearing to be "M. Steenson", is written over a horizontal line.

Madison Steenson
Barrister, Solicitor and Notary Public
In and for the Province of Alberta

Letter Of Intent

STRICTLY PRIVATE AND CONFIDENTIAL

March 21st, 2022

To The Institute of Wellness and Advanced Aesthetics Ltd ("IWAA")

To Pharm Drug Store Inc.

To Mount Royal Surgical Center

3007 14 St SW #301, Calgary, AB T2T 3V6

This LOI, outlines the interest in a Stock Purchase and Convertible Debt financing ("the Transaction") by VOC Partners or nominee ("VOC" or "the Purchaser") of Mrs. Wanda Lee's group of company ("the Seller" or "Mrs. Wanda Lee), namely, *Management of The Institute of Wellness and Advanced Aesthetics Ltd, Pharm Drug Store Inc. and Mount Royal Surgical Center.*

To the Director:

LOI: Subject to the provisions of Sections 4 Exclusivity, 11 Applicable Laws, 12 Confidentiality, and 13 Expenses of this Agreement, which are to be deemed binding upon the parties, this Letter of Intent is intended to be a non-binding agreement regarding the contemplated transactions until the execution of a definitive agreement. When a definitive agreement is signed and delivered by all the parties, their respective legal rights and obligations will then be only those set forth in the definitive agreement. Subject to the continuing binding effect of Sections 4, 11, 12 and 13 of this Letter of Intent, no party will have any liability or obligation to the other, nor any rights against the other.

In addition, the Companies agree that from and after the date of execution of this letter by the Companies to the earlier of:

- i. the date the transaction closes; and
- ii. the date the Purchaser notifies the Seller that its obligation to proceed with the transaction has terminated by operation of a provision of this agreement or the Acquisition Agreement, which notice shall be given on a timely basis, the Companies shall not, directly or indirectly, do or authorize or permit any of their officers, directors, shareholders or employees or any financial advisor, expert or other representative retained by them, to do any of the following:
 - iii. solicit, facilitate, initiate, or encourage any Acquisition Proposal
 - iv. enter into or participate in any discussions or negotiations regarding an Acquisition Proposal, or furnish to any other person any information with respect to its businesses, properties, operations, prospects or conditions (financial or otherwise) in connection with an Acquisition Proposal or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt of any other person to do or seek to do any of the foregoing;
 - v. waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits under confidential information agreements, including, without limitation, any "standstill provisions" thereunder; or
 - vi. accept, recommend, approve or enter into an agreement to implement an Acquisition Proposal.

- i. "Acquisition Proposal" means any inquiry or the making of any proposal to the Companies from any person which constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions): (i) an acquisition from the Companies or their shareholders of any shares of the Companies or their subsidiaries; (ii) any acquisition of a substantial amount of assets of the Companies or their subsidiaries, including any or all of the Assets; (iii) an amalgamation, arrangement, merger, or consolidation involving the Companies or their subsidiaries; or (iv) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization into a royalty trust or income fund or similar transaction involving the Companies or their subsidiaries or any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the transaction contemplated by this letter or which would or could reasonably be expected to materially reduce the benefits to the Purchaser under this letter.

5. Employee Matters

The Purchaser will, upon the date of this Letter of Intent, be permitted to engage in discussions with certain key employees of the Seller for the purposes of entering into employment agreements.

6. Due Diligence

Subject to existing confidentiality obligations, the Seller shall permit the Purchaser and its agents to undertake a comprehensive review of and inquiry into the business, financial and legal affairs of the Seller and shall make available any documentation deemed necessary to complete this review.

7. Ordinary Course of Business

From the date of signing of this Letter of Intent up to the time that a definitive agreement is executed, the Seller agrees to conduct itself only in the ordinary course of business and consistent with prior practices.

In addition to the customary covenants for such agreements, the definitive agreement will also provide for the Seller's business to be operated in the ordinary course of business consistent with past practice, with certain material matters to require approval of the Purchaser.

8. The Purchaser's Conditions to Signing of Definitive Agreements

The Purchaser would require, among other customary conditions, the following conditions to be satisfied prior to signing of the definitive agreements:

- Satisfactory completion of due diligence
- Satisfactory environmental audits and reports
- Satisfactory financing arrangements
- Satisfactory commercial arrangements for leases
- Satisfactory retention and discussion with key employees
- All representations and warranties will be true and correct on and as of closing
- Absence of material adverse change in the business, assets, condition, or prospects of either the Seller or the Purchaser; and

The Purchaser can, at its sole discretion, waive any of the conditions listed above.

9. Acceptance

This Letter of Intent will automatically expire and be of no further force and effect if not accepted by: **April 1st, 2022**

10. Termination

Upon acceptance, this Letter of Intent will automatically terminate and be of no further force and effect upon the earlier of:

- Execution of a definitive agreement between the Purchaser and the Seller
- Mutual agreement between the Purchaser and the Seller

11. Applicable laws

1. Transaction Description

"VOC" to purchase:

- 49% of the equity Shares of *The Institute of Wellness and Advanced Aesthetics Ltd* and *Mount Royal Surgical Center* on Close ("the Transaction").
- 35% of the equity Shares of the *Pharm Drug Store Inc.*

2. Purchase Price

Total Purchase Price of \$2,200,000 to be CAD, including:

- all capital assets, goodwill, trademarks, etc.
- All assets

The Purchase Price may be subject to post-closing adjustments, if required, based on the Purchaser's due diligence and adjustments with respect to material adverse effects or changes and other relevant factors.

The proceeds are to be used to eliminate all outstanding debt with BMO (Bank of Montreal). Any remaining proceeds to be used at the Seller's discretion.

3. Considerations

The Purchase Price of the assets of the Seller will be satisfied as follows:

- i. CAD \$2,200,000 cash payment payable on the Closing Date

"VOC" will also offer convertible debt financing for the following amount: CAD \$1,000,000 at the following terms:

- i. Maturity: Three (3) years
- ii. Annual coupon: 12.0% paid annually
- iii. The holders shall have the right to convert the debt, at any time, into shares of Common Stock at the current share price.
- iv. A second position "mortgage" will be registered on the Seller's personal property (Legal address to be disclosed).
- v. Proceeds to be used to repay secondary loan with Pillar Capital

The Anticipated Closing Date of the Transaction, and Due Diligence Period, will be 90 days from acceptance of Letter of Intent.

4. Exclusivity

The Seller and the Purchaser (the "Companies") agree that the Companies shall immediately cease and cause to be terminated all existing discussions and negotiations (including, without limitation, through any advisors or other parties on its behalf), if any, with any third parties conducted before the date of execution of this letter by the Companies with respect to any Acquisition Proposal (as defined below).

The Exclusivity arrangement to remain throughout due diligence upon signing of this LOI.

This Letter of Intent and all other documents in connection with the Transaction shall be subject to the laws of the Province of Alberta and the laws of Canada applicable therein.

12. Confidentiality

The parties hereto acknowledge that each will be providing to the other information that is non-public, confidential, and proprietary in nature. Each of the parties (and their respective affiliates, representatives, agents and employees) agrees to keep such information confidential and will not discuss such information or use such information for any purpose other than for the evaluation and consummation of the Transaction. The Purchaser and Seller agree that immediately upon any discontinuation of activities by either party which result in the Transaction not being consummated, each party will return to the other all documents, contracts, records, or other information received by it that disclose or embody confidential information of the other party.

13. Expenses

The parties shall each be liable for their costs; said costs shall be defined as including legal, accounting, due diligence and other such costs, incurred by each of them in the negotiating and closing of the Transaction. The parties shall not seek reimbursement for, or remuneration of said costs.

Your signature below shall indicate your agreement with the foregoing letter of intent. We look forward to working with you on this transaction.

Very truly yours,

AGREED TO AND ACCEPTED BY:

VOC Partners or nominee

By: VOC Partners Inc

Name: Derek Wilson

Title: Managing Partner

The Seller

By:

Name:

Title:

Signature *Derek Wilson*

Signature

Wanda Lee investment in IWAA/MRSC

Construction budget	5,243,430.00	As per Aquarius and BMO loan agreement
Lasers	738,499.00	Personal funds
Operating line of credit	500,000.00	Funds used to get MRSC working up until
Personal cash injections	1,054,000.00	From July 2021-Feb 2022
Total invested	7,535,929.00	
BMO debt outstanding	1,595,652.23	As of Feb 28, 2022
Operating line of credit	397,892.62	
Total debt	1,993,544.85	
Net equity	5,542,384.15	

Wanda's Debt Outstanding Workbook for VOC

Item	Debt Outstanding	Lender
IWAA TI Loan	1,595,652.23	BMO
IWAA/MRSC LOC	397,892.62	BMO
West 19th Mortgage	5,110,494.94	ATB
Lab 11 TI Loan	565,669.56	ATB
IWAA A/P	486,188.12	
MRSC A/P	43,109.12	
Certus Prom Note	808,430.00	Certus
Wanda's Mortgage to Equitable Bank	2,750,000.00	Equitable Bank
Lab 11 A/P	100,817.58	

Notes

This is not accounted for in the loan balance in cell B: The following amounts will be debited to the Loan Account \$53,962.85:

Bank's Legal fees are to the account of the Debtor. Total fees from August to February 28 is \$23,482.92.

There are two invoices from A&M that will also be added to the loan account:

January 31, 2022 : \$10,030.13

Feb 1-Feb 28, 2022: \$20,449.80 *in review

Balance as of end of day March 18, 2022

Currently in first position on Wanda's house title. Interest as of March 18 2022

Currently in second position on Wanda's house title

Pharm Drug Store Inc.

A/P Aging Summary

As of March 17, 2022

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Calgary Heritage Roasting Co					159.06	\$159.06
Clean Shine		26.25				\$26.25
Costello Investments Inc.					5,092.50	\$5,092.50
Create Compounding Pharmacy		35.00	11,470.70	9,651.72	0.00	\$21,157.42
Create Pharmacy & Compounding Centre			441.65	2,172.30		\$2,613.95
Create Pharmacy (OTC)			389.51			\$389.51
Designs For Health				88.04		\$88.04
Jones Healthcare Group		865.20		19.43		\$884.63
Lita Group of Companies Ltd.		1,575.00				\$1,575.00
McKesson Canada	46,213.88	6.91		-10.90		\$46,209.89
RPI Consulting Group		1,092.00				\$1,092.00
TELUS Health Solutions		618.45				\$618.45
TOTAL	\$46,213.88	\$4,218.81	\$12,301.86	\$11,920.59	\$5,251.56	\$79,906.70

Lab 11 Inc.
A/P Aging Summary
As of March 17, 2022

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Allergan				3,570.00	25,235.40	28,805.40
Axcel Zone Accounting & Tax Consulting Services		52.50				52.50
Galderma	7,034.90		7,927.34		2,626.00	17,488.24
Hartwick & Company					0.00	0.00
IWAA			7,021.30	3,968.61	4,751.83	15,741.74
LITA Group of Companies Ltd.		868.88		19,555.30	15,718.50	36,142.68
Mirza Alladina Medical		2,025.19	1,530.17	10,920.27	963.80	15,439.43
Net Clean Inc.			882.00			882.00
Newmark Knight Frank Canada Limited					3,150.00	3,150.00
Stonetree Law					3,480.75	3,480.75
Symmetry Commercial Real Estate Ltd		-60,647.56	30,323.78	30,323.78	31,045.52	31,045.52
Telus		80.20	262.83	14.16	126.55	473.74
TOTAL	\$ 7,034.90	-\$ 57,620.79	\$ 47,937.42	\$ 68,362.12	\$ 86,898.35	\$ 162,702.00

Interco \$ 51,884.42
AP, net of interco \$ 100,817.58

Thursday, Mar. 17, 2022 12:50:44 p.m. GMT-7

Mount Royal Surgical Centre Inc.
A/P Aging Summary
As of March 17, 2022

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
B&J Group Inc		1,397.81				1,397.81
Canadian Linen & Uniform Service			102.01	349.87	540.77	992.65
Class 1 Medical Gas Systems			361.45			361.45
CPSA	8,671.95					8,671.95
Dr. Fayaz Bharwani		7,350.00				7,350.00
Dr. Karrie Yont	3,150.00	12,075.00				15,225.00
Dräger Medical Canada				643.24	637.35	1,280.59
G-M Pearson				176.62		176.62
Institute of Wellness and Advanced Aesthetics		525.00	18,479.75	21,087.50	35,608.78	75,701.03
Johnson & Johnson					1,570.00	1,570.00
LINDE CANADA INC		325.03	240.55	300.28		865.86
LITA Group of Companies			-1,281.50	16,099.65		14,818.15
Medical Mart Supplies Ltd.		183.74				183.74
STAT Healthcare Corporation			51.03			51.03
Steris Canada Sales ULC				2,469.26	795.72	3,264.98
Stevens			70.10	54.85		124.95
The PHARM Drug Store		406.97				406.97
Trudell Healthcare Solutions			369.19		91.86	461.05
Valuemed Professional Products Ltd				724.47		724.47
TOTAL	\$ 11,821.95	\$ 22,283.65	\$ 18,392.58	\$ 41,905.74	\$ 39,244.48	\$ 133,828.30

Interco 90,519.18
AP, net of Interco \$ 43,109.12

Thursday, Mar. 17, 2022 12:27:09 p.m. GMT-7

The Institute of Wellness and Advanced Aesthetics
A/P Aging Summary
As of March 17, 2022

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Alladina Medical Ltd.		937.02	7,038.07	1,324.16	3,642.33	12,941.58
Allergan				1,055.25	9,607.65	10,662.90
Brava Holding and Investment Corp		21,000.00	11,000.00			32,000.00
Canadian Linen & Uniform Service					872.36	872.36
CardinalHealth					4,281.78	4,281.78
Certus Developments Inc.		55,486.25	55,486.25	50,152.92	-4,507.06	156,618.36
Clarion Medical Technologies				1,163.54	48,899.32	50,062.86
Conmed Canada				3,002.27	11,310.79	14,313.06
Draeger Medical Canada Inc					5,070.35	5,070.35
Electron Microscopy Sciences			84.01			84.01
Enmax		820.53				820.53
G-M Pearson					102.06	102.06
Galderma Canada			5,250.00		6,883.75	12,133.75
Google Ads		-106.04				-106.04
Group2 Architecture Interior Design Ltd.					5,581.40	5,581.40
JMO Ideas inc.					420.36	420.36
Johnson & Johnson Inc.					28,680.68	28,680.68
JP Lee Corporation					5,250.00	5,250.00
KLS Martin Group					20,362.22	20,362.22
Lab 11 Inc.				367.50		367.50
Linde Canada					98.33	98.33
LITA Group of Companies Ltd.		73.07	-1,281.50			-1,208.43
Mcleod Law LLP					-1,153.16	-1,153.16
Medical & Scientific Equipment Service					228.36	228.36
Medical Mart Supplies Ltd.					41.98	41.98
Medico International					334.46	334.46
Mount Royal Surgical Centre (MRSC)		54,402.75	22,290.00	27,875.00		104,567.75
PRAXAIR CANADA INC. (LINDE)					94.91	94.91
Purolator				34.68		34.68

Shaw Business				0.00	0.00							
Shred-It, c/o Stericycle ULC			133.97	652.55	786.52							
SoftFill				643.68	643.68							
STAT Healthcare Corporation				1,597.88	1,597.88							
Sterile Canada Sales ULC				1,591.44	1,591.44							
Surgical Centres Inc.				89,089.77	89,089.77							
The Pharm Drugstore	866.86				866.86							
Touch MD				697.17	697.17							
Trudell Healthcare Solutions				24,458.10	24,458.10							
Valuemed Professional Products		181.10		6,443.82	6,624.92							
TOTAL	\$	0.00	\$	133,480.44	\$	100,047.93	\$	86,109.29	\$	271,277.28	\$	589,914.94

Interco 103,726.82
AP, net of interco \$ 486,188.12

Thursday, Mar. 17, 2022 12:31:04 p.m. GMT-7

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

Wanda Lee

Sworn before me this 6

day of July A.D. 2022

PROMISSORY NOTE

AMOUNT: CDN\$800,000 DUE: October 3, 2021

FOR VALUE RECEIVED, the undersigned promise, on a joint and several basis, to pay on or before October 3, 2021, to the order of Certus Developments Inc. (the "Holder"), the sum of EIGHT HUNDRED THOUSAND (\$800,000) DOLLARS (the "Principal Amount") lawful money of Canada, together with interest thereon at the rate hereinafter provided.

Madison Steenson
Notary Public
In and for the Province of Alberta

Interest shall be payable on the unpaid balance of the Principal Amount at a rate of eight percent (8%) per annum, from the date of advance until all amounts owing hereunder are paid in full, which interest shall be calculated, compounded and paid monthly commencing on the first day of November and thereafter on the first day of each month until the Principal Amount has been paid in full. Such interest shall be payable both before and after maturity, default and judgment with interest on overdue interest at the said rate. The undersigned shall have the privilege to repay or prepay all or any part of the outstanding Principal Amount together with all outstanding interest, without notice or penalty.

In the event of default in payment under this promissory note, then, at the option of the Holder, the entire Principal Amount then outstanding hereunder together with interest thereon shall become immediately due and payable.

Extension of time of payment of all or any part of the amount owing hereunder at any time or times or failure of the Holder to enforce any of its rights or remedies hereunder or any releases or surrender of property shall not release any party hereof and shall not constitute a waiver of the rights of the Holder to enforce such rights and remedies thereafter.

The undersigned agrees to pay to the Holder all costs, including legal costs as between a solicitor and his own client on a full indemnity basis, incurred by the Holder in connection with this promissory note and in enforcing payment in the event of default, together with interest at the aforesaid rate on all such costs until paid by the undersigned.

The undersigned hereby waive demand and presentment for payment, protest and notice of protest and dishonour of this promissory note.

The undersigned acknowledges receipt of a true copy of this note.

Dated the 3rd day of October, 2019.

By: 
Dr. Jonathan Patrick Lee, MD, FRCSC
2515 10th Avenue SW
Calgary, AB T3E 7P1

By: 
Mrs. Wanda Lyn Lee
2515 19th Avenue SW
Calgary, AB T3E 7P1



VIA ELECTRONIC MAIL

May 31, 2022

Email: wlee@thelitagroup.ca; phillip@millarslaw.com

The LITA Group of Companies Inc.
 301-3007 14 St SW
 Calgary, AB T2T 3V6

Madison Steenson
 Barrister, Solicitor and Notary Public
 In and for the Province of Alberta

Dear Ms. Lee:

Re: COLLECTION NOTICE – Outstanding Receivable - The Institute of Wellness and Advanced Aesthetics Ltd. (“IWAA”), Mount Royal Surgical Centre Inc. (“MRSC”), 1608309 Alberta Ltd. (“160 AB Ltd.”) – In Receivership (collectively, the “Debtors”)

On April 1, 2022 (the “Receivership Date”), by order of the Honourable Justice J.T. Neilson (the “Receivership Order”) of the Court of Queen’s Bench of Alberta (the “Court”), Alvarez & Marsal Canada Inc. (“A&M”) was appointed as the receiver and manager (the “Receiver”) of the Debtors and their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Property”). A copy of the Receivership Order can be found on the Receiver’s website at www.alvarezandmarsal.com/IWAAL.

Pursuant to paragraph 4(f) of the Receivership Order, the Receiver is empowered and authorized to receive and collect all monies and accounts owing to the Company before and/or after the Receivership Date.

The Receiver, with the assistance of its contract accountants, has determined that the outstanding invoices owing to IWAA from The LITA Group of Companies Inc. in the amount of **\$99,744.82** as at the Receivership Date.

Please pay the amount stated herein directly to the Receiver on or before June 10, 2022. The Receiver expressly reserves any and all of its rights and remedies as against you relating to the collection of such amount and owing and nothing herein shall act as an estoppel or waiver thereof.

We thank you in advance for your attention to this matter.
 Yours very truly,

ALVAREZ & MARSAL CANADA INC.
 In its capacity as Court-appointed Receiver of the Debtors’

and not in its personal or corporate capacity

Orest Konowalchuk, CPA, CA, CIRP, LIT
 Senior Vice President

THIS IS EXHIBIT " C "
 referred to in the Affidavit of
Wanda Lee
 Sworn before me this 6
 day of July A.D. 2022



VIA ELECTRONIC MAIL

May 31, 2022

Email: wlee@thelitagroup.ca; phillip@millarslaw.com

Sovereign Development Group
301-3007 14 St SW
Calgary, AB T2T 3V6

Dear Ms. Lee:

Re: COLLECTION NOTICE – Outstanding Receivable - The Institute of Wellness and Advanced Aesthetics Ltd. (“IWAA”), Mount Royal Surgical Centre Inc. (“MRSC”), 1608309 Alberta Ltd. (“160 AB Ltd.”) – In Receivership (collectively, the “Debtors”)

On April 1, 2022 (the “Receivership Date”), by order of the Honourable Justice J.T. Neilson (the “Receivership Order”) of the Court of Queen’s Bench of Alberta (the “Court”), Alvarez & Marsal Canada Inc. (“A&M”) was appointed as the receiver and manager (the “Receiver”) of the Debtors and their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Property”). A copy of the Receivership Order can be found on the Receiver’s website at www.alvarezandmarsal.com/IWAAL.

Pursuant to paragraph 4(f) of the Receivership Order, the Receiver is empowered and authorized to receive and collect all monies and accounts owing to the Company before and/or after the Receivership Date.

The Receiver, with the assistance of its contract accountants, has determined that the outstanding invoices owing to IWAA from Sovereign Development Group in the amount of **\$4,516.61** as at the Receivership Date.

Please pay the amount stated herein directly to the Receiver on or before June 10, 2022. The Receiver expressly reserves any and all of its rights and remedies as against you relating to the collection of such amount and owing and nothing herein shall act as an estoppel or waiver thereof.

We thank you in advance for your attention to this matter.
Yours very truly,

ALVAREZ & MARSAL CANADA INC.

In its capacity as Court-appointed Receiver of the Debtors’
and not in its personal or corporate capacity

Orest Konowalchuk, CPA, CA, CIRP, LIT
Senior Vice President



VIA ELECTRONIC MAIL

May 31, 2022

Email: wlee@thelitagroup.ca; phillip@millarslaw.com

2025988 Alberta Ltd.
510, 1100 1 St SE
Calgary, AB T2G 1B1

Dear Ms. Lee:

Re: COLLECTION NOTICE – Outstanding Receivable - The Institute of Wellness and Advanced Aesthetics Ltd. (“IWAA”), Mount Royal Surgical Centre Inc. (“MRSC”), 1608309 Alberta Ltd. (“160 AB Ltd.”) – In Receivership (collectively, the “Debtors”)

On April 1, 2022 (the “Receivership Date”), by order of the Honourable Justice J.T. Neilson (the “Receivership Order”) of the Court of Queen’s Bench of Alberta (the “Court”), Alvarez & Marsal Canada Inc. (“A&M”) was appointed as the receiver and manager (the “Receiver”) of the Debtors and their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Property”). A copy of the Receivership Order can be found on the Receiver’s website at www.alvarezandmarsal.com/IWAAL.

Pursuant to paragraph 4(f) of the Receivership Order, the Receiver is empowered and authorized to receive and collect all monies and accounts owing to the Company before and/or after the Receivership Date.

The Receiver, with the assistance of its contract accountants, has determined that the outstanding invoices owing to IWAA from 2025988 Alberta Ltd. are in the amount of **\$45,750.00** as at the Receivership Date.

Please pay the amount stated herein directly to the Receiver on or before June 10, 2022. The Receiver expressly reserves any and all of its rights and remedies as against you relating the collection of such amounts owing and nothing herein shall act as an estoppel or waiver thereof.

We thank you in advance for your attention to this matter.
Yours very truly,

ALVAREZ & MARSAL CANADA INC.
In its capacity as Court-appointed Receiver of the Debtors’
and not in its personal or corporate capacity

Orest Konowalchuk, CPA, CA, CIRP, LIT
Senior Vice President



VIA ELECTRONIC MAIL

May 31, 2022

Email: wlee@thelitagroup.ca; phillip@millarslaw.com

Calgary Institute of Plastic Surgery
1100 1 Street SE
Calgary, AB T2G 1B1

Dear Ms. Lee:

Re: COLLECTION NOTICE – Outstanding Receivable - The Institute of Wellness and Advanced Aesthetics Ltd. (“IWAA”), Mount Royal Surgical Centre Inc. (“MRSC”), 1608309 Alberta Ltd. (“160 AB Ltd.”) – In Receivership (collectively, the “Debtors”)

On April 1, 2022, by order of the Honourable Justice J. T. Neilson (the “Receivership Order”) of the Court of Queen’s Bench of Alberta (the “Court”), Alvarez & Marsal Canada Inc. (“A&M”) was appointed as the receiver and manager (the “Receiver”) of the Debtors and their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Property”). A copy of the Receivership Order can be found on the Receiver’s website at www.alvarezandmarsal.com/IWAAL.

Pursuant to paragraph 4(f) of the Receivership Order, the Receiver is empowered and authorized to receive and collect all monies and accounts owing to the Company before and/or after the Receivership Date.

The Receiver, with the assistance of its contract accountants, has determined that the outstanding invoices owing to IWAA from Calgary Institute of Plastic Surgery are in the amount of **\$65,040.50** as at the Receivership Date.

Please pay the amount stated herein directly to the Receiver on or before June 10, 2022. The Receiver expressly reserves any and all of its rights and remedies as against you relating to the collection of such amounts owing and nothing herein shall act as an estoppel or waiver thereof.

We thank you in advance for your attention to this matter.
Yours very truly,

ALVAREZ & MARSAL CANADA INC.
In its capacity as Court-appointed Receiver of the Debtors’
and not in its personal or corporate capacity

Orest Konowalchuk, CPA, CA, CIRP, LIT
Senior Vice President



VIA ELECTRONIC MAIL

May 31, 2022

Email: wlee@thelitagroup.ca; phillip@millarslaw.com

Lab 11 Inc.
201, 217 19th Street SW
Calgary, AB T2N 2H9

Dear Ms. Lee:

Re: COLLECTION NOTICE – Outstanding Receivable - The Institute of Wellness and Advanced Aesthetics Ltd. (“IWAA”), Mount Royal Surgical Centre Inc. (“MRSC”), 1608309 Alberta Ltd. (“160 AB Ltd.”) – In Receivership (collectively, the “Debtors”)

On April 1, 2022 (the “Receivership Date”), by order of the Honourable Justice J.T. Neilson (the “Receivership Order”) of the Court of Queen’s Bench of Alberta (the “Court”), Alvarez & Marsal Canada Inc. (“A&M”) was appointed as the receiver and manager (the “Receiver”) of the Debtors and their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Property”). A copy of the Receivership Order can be found on the Receiver’s website at www.alvarezandmarsal.com/IWAAL.

Pursuant to paragraph 4(f) of the Receivership Order, the Receiver is empowered and authorized to receive and collect all monies and accounts owing to the Company before and/or after the Receivership Date.

The Receiver, with the assistance of its contract accountants, has determined that the outstanding invoices owing to IWAA from Lab 11 Inc. are in the amount of \$52,457.72 as at the Receivership Date.

Please pay the amount stated herein directly to the Receiver on or before June 10, 2022. The Receiver expressly reserves any and all of its rights and remedies as against you relating to the collection of such amount and owing and nothing herein shall act as an estoppel or waiver thereof.

We thank you in advance for your attention to this matter.

Yours very truly,

ALVAREZ & MARSAL CANADA INC.
In its capacity as Court-appointed Receiver of the Debtors’
and not in its personal or corporate capacity

Orest Konowalchuk, CPA, CA, CIRP, LIT
Senior Vice President



VIA ELECTRONIC MAIL

May 31, 2022

Email: wlee@thelitagroup.ca; phillip@millarslaw.com

1608309 Alberta Ltd.
301-3007 14 St SW
Calgary, AB T2T 3V6

Attention: Wanda Lee

Dear 1608309 Alberta Ltd.:

Re: COLLECTION NOTICE – Outstanding Receivable - The Institute of Wellness and Advanced Aesthetics Ltd. (“IWAA”), Mount Royal Surgical Centre Inc. (“MRSC”), 1608309 Alberta Ltd. (“160 AB Ltd.”) – In Receivership (collectively, the “Debtors”)

On April 1, 2022 (the “Receivership Date”), by order of the Honourable Justice J.T. Neilson (the “Receivership Order”) of the Court of Queen’s Bench of Alberta (the “Court”), Alvarez & Marsal Canada Inc. (“A&M”) was appointed as the receiver and manager (the “Receiver”) of the Debtors and their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Property”). A copy of the Receivership Order can be found on the Receiver’s website at www.alvarezandmarsal.com/IWAAL.

Pursuant to paragraph 4(f) of the Receivership Order, the Receiver is empowered and authorized to receive and collect all monies and accounts owing to the Company before and/or after the Receivership Date.

The Receiver, with the assistance of its contract accountants, has determined that the outstanding invoices owing to IWAA from 160 AB Ltd. in the amount of **\$175,477.59** as at the Receivership Date.

Please pay the amount stated herein directly to the Receiver on or before June 10, 2022. The Receiver expressly reserves any and all of its rights and remedies as against you relating to the collection of such amount and owing and nothing herein shall act as an estoppel or waiver thereof.

We thank you in advance for your attention to this matter.
Yours very truly,

ALVAREZ & MARSAL CANADA INC.

In its capacity as Court-appointed Receiver of the Debtors’
and not in its personal or corporate capacity

Orest Konowalchuk, CPA, CA, CIRP, LIT
Senior Vice President