

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE \_\_\_\_\_ )  
JUSTICE HAINNEY )

FRIDAY, THE 1<sup>ST</sup> DAY  
OF MARCH, 2019

BETWEEN:

**ASTRAZENECA CANADA INC.**

Plaintiff

- and -

**SAMEH SADEK also known as SAM SADEK,  
ST. MAHARIAL PHARMACY INC. dba MD HEALTH PHARMACY,  
ST. MAHARIAL CLINIC INC., SRX INVESTMENT INC.,  
SHEPHERD RX PHARMACY INC. and LILIAN FAM**

Defendants



**CLAIMS PROCEDURE ORDER**

**THIS MOTION**, made by Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Sameh Sadek (also known as Sam Sadek), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., Shepherd RX Pharmacy Inc. and Lilian Fam (collectively, the “**Defendants**”), for an order approving a procedure for the determination and resolution of claims filed against the Defendants and authorizing the Receiver to administer the claims procedure in accordance with its terms, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver, including the Third Report of the Receiver dated February 13, 2019 (the “**Third Report**”), and on hearing the submissions of counsel for the Receiver and all other parties listed on the Counsel Slip, and no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Paula Hoosain sworn February 13, 2019, filed,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

### **DEFINITIONS**

2. **THIS COURT ORDERS** that for the purposes of this Order, the following terms shall have the following meanings:

- (a) “**Appointment Date**” means September 11, 2018;
- (b) “**Appointment Order**” means the Order made by the Honourable Justice Dunphy dated September 11, 2018, as amended and restated by the Order made by the Honourable Justice McEwen dated October 17, 2018, in the Receivership Proceedings;
- (c) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) “**Claim**” means any right of any Person against any of the Defendants in connection with any indebtedness, liability or obligation of any kind of any of the Defendants, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future that could

be asserted by way of set-off, counterclaim or otherwise, which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the date of this Order or which would have been claims provable in bankruptcy had the Defendants, as the case may be, become bankrupt on the date of this Order, including, for the avoidance of doubt, any Claim arising on or after the Appointment Date prior to the date of this Order (each, a “**Creditor Claim**” and, collectively, the “**Creditor Claims**”); provided, however, that “**Claim**” shall not include an Excluded Claim.

- (e) “**Claims Bar Date**” means 5:00 p.m. (Toronto time) on **April 15, 2019**, or any later date ordered by the Court;
- (f) “**Claims Package**” means a package of information to be provided by the Receiver, which package shall include a copy of this Order without attachments, an Instruction Letter, a Proof of Claim and such other materials as the Receiver may consider appropriate or desirable;
- (g) “**Claims Procedure**” means the procedures outlined in this Order, including the Schedules;
- (h) “**Claims Procedure Order**” means this Order;
- (i) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (j) “**Creditor**” means any Person having a Claim;
- (k) “**Excluded Claim**” means any claim secured by the Receiver’s Charge or the Borrowing Charge (both as defined in the Appointment Order), and any claim by Sameh Sadek (also known as Sam Sadek) against any of the Defendants;
- (l) “**Instruction Letter**” means a letter to Creditors regarding the Claims Procedure containing instructions regarding the completion and return of a Proof of Claim, substantially in the form attached as **Schedule “B”** hereto;
- (m) “**Known Creditors**” means:

- (i) those Creditors which the books and records of the Defendants disclose were owed monies by the Defendants as of the date of this Order and which monies remain unpaid in whole or in part;
  - (ii) any Person which commenced a legal proceeding against any of the Defendants which legal proceeding was commenced and served upon any of the Defendants prior to the Appointment Date;
  - (iii) any Person which is party to a lease, contract, employment agreement or other agreement of any of the Defendants which was terminated or disclaimed by any of the Defendants; and
  - (iv) any other Creditor actually known to the Receiver as of the date of this Order;
- (n) **“Notice of Dispute”** means a notice delivered to the Receiver by a Creditor disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule “E”** and shall set out the reasons for the dispute;
- (o) **“Notice of Revision or Disallowance”** means a notice informing a Creditor that the Receiver has revised or disallowed all or any part of such Creditor’s Claim, which notice shall be substantially in the form attached hereto as **Schedule “D”** and shall set out the reasons for such revision and/or disallowance;
- (p) **“Notice to Creditors”** means the notice publicizing this Claims Procedure to be published in accordance with this Order, substantially in the form of the notice attached as **Schedule “A”**;
- (q) **“Person”** means any individual, general or limited partnership, firm, association, joint venture, trust, entity, corporation, limited or unlimited liability company, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or any other juridical entity howsoever designated or constituted;

- (r) “**Proof of Claim**” means the form of Proof of Claim to be completed and filed by a Creditor setting forth its purported Claim, substantially in the form attached as **Schedule “C”**;
- (s) “**Proven Claim**” means the amount and classification of any Creditor’s Claim as finally determined in accordance with this Claims Procedure;
- (t) “**Receivership Proceedings**” means, collectively, the receivership proceedings commenced in respect of the Defendants pursuant to the Appointment Order; and
- (u) “**Receiver’s Website**” means [www.alvarezandmarsal.com/mdhealth](http://www.alvarezandmarsal.com/mdhealth).

### **NOTICE TO CREDITORS AND OTHERS**

3. **THIS COURT ORDERS** that:

- (a) the Receiver shall, no later than two (2) Business Days following the making of this Order, post a copy of this Order (together with all Schedules) on the Receiver’s Website;
- (b) the Receiver shall send to each of the Known Creditors (in each case, for which it has an address) a copy of the Claims Package by March 8, 2019;
- (c) the Receiver shall, no later than March 8, 2019, cause to be published the Notice to Creditors in *The Globe and Mail, National Edition*; and
- (d) the Receiver shall, provided such request is received prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefore a copy of the Claims Package to any Person claiming to be a Creditor and requesting such material.

### **PROOFS OF CLAIM**

4. **THIS COURT ORDERS** that all Creditors shall file with the Receiver a Proof of Claim within the time periods herein stipulated.

**DEADLINE FOR FILING PROOF OF CLAIM**

5. **THIS COURT ORDERS** that all Proofs of Claim, together with supporting documentation in respect of such Claim, must be filed with the Receiver by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission, so that such Proof of Claim is received by the Receiver by no later than the Claims Bar Date.

6. **THIS COURT ORDERS** that any Creditor that does not file a Proof of Claim, together with supporting documentation in respect of such Claim,

- (a) shall be and is hereby forever barred from asserting or enforcing any Claim against any of the Defendants in connection with the Receivership Proceedings;
- (b) shall not be entitled to receive any distributions from any of the Defendants' estates; and
- (c) shall not be entitled to any further notice in, and shall not be entitled to participate as a creditor in, the Receivership Proceedings.

**DETERMINATION OF CLAIMS AGAINST THE DEFENDANTS**

7. **THIS COURT ORDERS** that the Receiver shall review all Proofs of Claim filed on or before the Claims Bar Date and may accept, revise or disallow (in whole or in part) the amount and/or status of a Claim set out in any Proof of Claim. If the Receiver determines to revise or disallow a Claim, the Receiver shall send a Notice of Revision or Disallowance to the Creditor. At any time, the Receiver may request additional information with respect to any Claim, and may request that the Creditor file a revised Proof of Claim.

8. **THIS COURT ORDERS** that the Receiver may attempt to consensually resolve the classification and amount of any Claim with the Creditor prior to accepting, revising or disallowing such Claim.

9. **THIS COURT ORDERS** that where a Proof of Claim has been revised or disallowed (in whole or in part) by a Notice of Revision or Disallowance, the revised or disallowed portion of that Claim shall not establish a Proven Claim unless the Creditor has disputed the revision or

disallowance and proven the revised or disallowed Claim (or portion thereof) in accordance with paragraphs 12-14 of this Order.

### **NOTICES OF DISPUTE**

10. **THIS COURT ORDERS** that if a Creditor disputes the Notice of Revision or Disallowance and intends to contest the Notice of Revision or Disallowance then such Creditor shall deliver a Notice of Dispute by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission so that such Notice of Dispute is received by the Receiver by no later than 5:00 p.m. (Toronto time) on the Business Day which is fourteen (14) days after delivery of the Notice of Revision or Disallowance or such later date as the Receiver may agree in writing or the Court may order. The filing of a Notice of Dispute with the Receiver within the time limited therefore shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 12-14 hereof.

11. **THIS COURT ORDERS** that where a Creditor that receives a Notice of Revision or Disallowance fails to file a Notice of Dispute with the Receiver within the time limited therefore, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim.

### **RESOLUTION OF CLAIMS**

12. **THIS COURT ORDERS** that as soon as practicable after the delivery of the Notice of Dispute to the Receiver, the Receiver may:

- (a) attempt to consensually resolve the classification and amount of the Claim with the Creditor; and/or
- (b) schedule an appointment with the Court for the purpose of scheduling a motion to have the classification and/or amount of the Claim determined by the Court, and at such motion the Creditor shall be deemed to be the applicant and the Receiver shall be deemed to be the respondent.

13. **THIS COURT ORDERS** that notwithstanding the other provisions of this Order, the Receiver may make a motion to the Court for a final determination of a Claim at any time, whether or not a Notice of Revision or Disallowance has been sent by the Receiver.

14. **THIS COURT ORDERS** that in the event that the dispute between the Creditor and the Receiver is not settled within a time period or in a manner satisfactory to the Receiver or the Creditor, the Receiver or the Creditor may make a motion to the Court for the final determination of the Creditor's Claim.

#### **ADEQUACY OF INFORMATION/CURRENCY**

15. **THIS COURT ORDERS** that:

- (a) the Receiver may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim; and
- (b) any Creditor Claims denominated in a currency other than Canadian dollars shall, for the purposes of this Order, be converted to, and constitute obligations in, Canadian dollars, such calculation to be effected by the Receiver using the Bank of Canada Daily Exchange Rate on September 11, 2018.

#### **NOTICE OF TRANSFEREES**

16. **THIS COURT ORDERS** that the Receiver shall not be obligated to give notice to or otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless:

- (a) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Receiver; and
- (b) the Receiver shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim.

Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to the written acknowledgement by the Receiver of such transfer or assignment.

17. **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Receiver shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with paragraph 16 of this Order and the Receiver has acknowledged in writing such transfer or assignment, the person last holding such Claim in whole as the Creditor in respect of such Claim may by notice in writing to the Receiver direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

18. **THIS COURT ORDERS** that the Receiver is under no obligation to give notice to any Person other than the Creditor holding the Claim and shall, without limitation, have no obligation to give notice to any Person holding a security interest, lien, or charge in, or a pledge or assignment by way of security in, a Claim.

19. **THIS COURT ORDERS** that the transferee or assignee of any Claim:

- (a) shall take the Claim subject to the rights and obligations of the transferor/assignor of the Claim, and subject to the rights of any of the Defendants against any such transferor or assignor, including any rights of set-off which any Defendants had against such transferor or assignor, and

- (b) cannot use any transferred or assigned claim to reduce any amount owing by the transferee or assignee to any of the Defendants, whether by way of set-off, application, merger, consolidation or otherwise.

### **PROTECTIONS FOR RECEIVER**

20. **THIS COURT ORDERS** that in carrying out the terms of this Order:

- (a) the Receiver shall have all of the protections given to it by the Appointment Order or as an officer of this Court, including the stay of proceedings in its favour;
- (b) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Order;
- (c) the Receiver shall be entitled but not obligated to rely on the Defendants' books and records, as applicable, and any information provided by the Defendants, all without independent investigation; and
- (d) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books or records.

### **DIRECTIONS**

21. **THIS COURT ORDERS** that the Receiver may, at any time, and with such notice as this Court may require, seek directions from this Court with respect to this Order, the Claims Procedure set out herein and the forms attached as Schedules hereto, including with respect to the appointment of a claims officer if the Receiver deems it necessary or appropriate.

### **SERVICE AND NOTICE**

22. **THIS COURT ORDERS** that the Receiver be at liberty to deliver the Claims Package, and any letters, notices or other documents to Creditors or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons at the address as last shown on the records of the Defendants and that any such service or notice by courier, personal delivery or electronic or digital transmission shall

be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the fourth (4th) Business Day after mailing.

23. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim and Notices of Dispute) to be given under this Order by a Creditor to the Receiver shall be in writing substantially in the form, if any, provided for in this Order and will be sufficiently given only if given by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission addressed to:

Alvarez & Marsal Canada Inc.  
in its capacity as the Court-appointed receiver of Sameh Sadek (also known as Sam Sadek), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., Shepherd RX Pharmacy Inc. and Lilian Fam  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2900  
Toronto, Ontario  
Canada M5J 2J1

Attention: Zach Gold  
E-mail: [zgold@alvarezandmarsal.com](mailto:zgold@alvarezandmarsal.com)

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

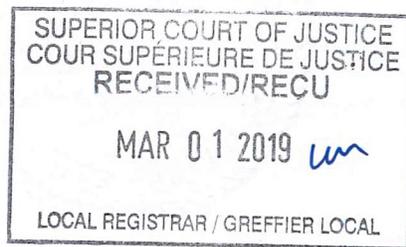
#### **MISCELLANEOUS**

24. **THIS COURT ORDERS** that this Claims Procedure Order does not and is not intended to provide for the calculation or methodology of determining distributions but solely for providing a process for submitting and adjudicating Claims. The Receiver will request additional relief from this Court with respect to determining a final basis for calculating and determining ultimate distributions to Creditors.

25. **THIS COURT ORDERS** that the Receiver may set-off (whether by way of legal, equitable or contractual set-off) against the Claims of any Creditor, any claims of any nature whatsoever that any of the Defendants may have against such Creditor arising prior to the entry of this Claims Procedure Order, provided that such set-off satisfies the requirements for legal, equitable or contractual set-off to the extent permitted by applicable law as may be determined by the Court. If there is any dispute between the Receiver and the applicable Creditor, however,

neither the failure to assert set-off nor the allowance of any Claim hereunder shall constitute a waiver or release by the Receiver of any such claim that the Receiver may have against such Creditor.

26. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 or to assist the Receiver and its agents in carrying out the terms of this Order.



## SCHEDULE "A"

## NOTICE TO CREDITORS

**IN THE MATTER OF THE RECEIVERSHIP OF SAMEH SADEK also known as SAM SADEK, ST. MAHARIAL PHARMACY INC. dba MD HEALTH PHARMACY, ST. MAHARIAL CLINIC INC., SRX INVESTMENT INC., SHEPHERD RX PHARMACY INC. and LILIAN FAM**

**AND IN THE MATTER OF A MOTION PURSUANT TO SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**RE: NOTICE OF CLAIMS PROCEDURE**

**PLEASE TAKE NOTICE** that this notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made March 1, 2019 (the "**Claims Procedure Order**"). Any and all creditors of any of Sameh Sadek (also known as Sam Sadek), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., Shepherd RX Pharmacy Inc. and Lilian Fam (collectively, the "**Defendants**") should have received a claims package by mail from Alvarez & Marsal Canada Inc., Court-appointed receiver (in such capacity, the "**Receiver**") of the Defendants. Creditors may also obtain the Claims Procedure Order and a claims package from the Receiver's website at [www.alvarezandmarsal.com/mdhealth](http://www.alvarezandmarsal.com/mdhealth) or by contacting the Receiver by telephone at (416) 847-5153 or by facsimile at (416) 847-5201.

**Completed documents must be received by the Receiver by 5:00 p.m. (Toronto time) on April 15, 2019 (the "Claims Bar Date"). It is your responsibility to complete the appropriate documents and ensure that the Receiver receives your completed documents by the Claims Bar Date.**

**CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.**

DATED at Toronto this \_\_\_\_ day of March, 2019.

**SCHEDULE "B"****INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE**

**IN THE MATTER OF THE RECEIVERSHIP OF SAMEH SADEK also known as SAM SADEK, ST. MAHARIAL PHARMACY INC. dba MD HEALTH PHARMACY, ST. MAHARIAL CLINIC INC., SRX INVESTMENT INC., SHEPHERD RX PHARMACY INC. and LILIAN FAM**

**AND IN THE MATTER OF A MOTION PURSUANT TO SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**A. CLAIMS PROCEDURE**

By Order of the Ontario Superior Court of Justice (Commercial List) made March 1, 2019 (the "**Claims Procedure Order**"), Alvarez & Marsal Canada Inc., the Court-appointed receiver and manager (in such capacity, the "**Receiver**") of Sameh Sadek (also known as Sam Sadek), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., Shepherd RX Pharmacy Inc. and Lilian Fam (collectively, the "**Defendants**"), has been authorized to conduct a claims procedure (the "**Claims Procedure**") for the determination of certain claims against the Defendants.

This letter provides instructions for understanding the completing of a Proof of Claim, as applicable. Please note that capitalized terms which are not defined in this Instruction Letter shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Procedure is intended for any Person with any Claim of any kind or nature whatsoever, other than an Excluded Claim, whether unliquidated, contingent or otherwise against one or more of the Defendants. Please review the Claims Procedure Order on the Receiver's Website ([www.alvarezandmarsal.com/mdhealth](http://www.alvarezandmarsal.com/mdhealth)) for the complete definition of Claim and Excluded Claim.

If you have any questions regarding the Claims Procedure, please consult the Receiver's Website or contact the Receiver at the address provided below.

All notice and enquiries with respect to the Claims Procedure should be addressed to

Alvarez & Marsal Canada Inc.  
in its capacity as the Court-appointed receiver of Sameh Sadek (also known as Sam Sadek), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., Shepherd RX Pharmacy Inc. and Lilian Fam  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2900  
Toronto, Ontario  
Canada M5J 2J1

Attention: Zach Gold  
E-mail: [zgold@alvarezandmarsal.com](mailto:zgold@alvarezandmarsal.com)

**B. SUBMITTING A PROOF OF CLAIM**

If you believe that you have a Claim against any of the Defendants and you will have to file a Proof of Claim with the Receiver. **Your Proof(s) of Claim must be received by 5:00 p.m. (Toronto time) on April 15, 2019, the Claims Bar Date. Pursuant to the Claims Procedure Order, failure to submit a Proof of Claim by the Claims Bar Date will result in such Claim being barred and extinguished, released and discharged forever.**

Additional Proof of Claim forms and other information, including the Claims Procedure Order, can be obtained from the Receiver's Website at [www.alvarezandmarsal.com/mdhealth](http://www.alvarezandmarsal.com/mdhealth), or by contacting the Receiver by telephone at 416.847.5153 or facsimile at 416.847.5201 and providing particulars as to your name, address and contact information.

**It is your responsibility to ensure that the Receiver receives your Proof of Claim, as the case may be, by the Claims Bar Date.**

**SCHEDULE "C"**

**PROOF OF CLAIM AGAINST SAMEH SADEK ALSO KNOWN AS SAM SADEK, ST. MAHARIAL PHARMACY INC. DBA MD HEALTH PHARMACY, ST. MAHARIAL CLINIC INC., SRX INVESTMENT INC., SHEPHERD RX PHARMACY INC. AND LILIAN FAM (COLLECTIVELY, THE "DEFENDANTS") PURSUANT TO THE CLAIMS PROCEDURE ORDER DATED MARCH 1, 2019**

**A. PARTICULARS OF CREDITOR:**

- 1. Full Legal Name of Creditor: \_\_\_\_\_
  
- 2. Full Mailing Address of the Creditor (the original Creditor and not the Assignee):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 3. Telephone number: \_\_\_\_\_
  
- 4. E-mail address: \_\_\_\_\_
  
- 5. Facsimile number: \_\_\_\_\_
  
- 6. Attention (Contact Person): \_\_\_\_\_

- 7. Has the Claim been sold or assigned by the Creditor to another party [check (✓) one]?  
  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

**B. PARTICULARS OF ASSIGNEE(S) (IF ANSWER TO QUESTION 7 IS YES):**

- 8. Full Legal Name of Assignee(s): \_\_\_\_\_  
  
(If Claim has been assigned, insert full legal name of assignee(s) of Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach a separate sheet with the require information)
  
- 9. Full Mailing Address of Assignee(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SHERPHERD RX PHARMACY INC.: \_\_\_\_\_

**D. NATURE OF CLAIM:**

(check (✓) one and complete appropriate category)

A. UNSECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I do not hold any security and

(Check (✓) appropriate description)

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.

Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Bankruptcy and Insolvency Act (Canada) (the "BIA") or would claim such a priority if this Proof of Claim were being filed in accordance with that Act.

(Set out on an attached sheet details to support priority claim.)

B. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold security valued at \$ \_\_\_\_\_ 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.)

**E. PARTICULARS OF CLAIM:**

Other than as already set out herein the particulars of the undersigned's total Claim are attached.

(Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Defendants to the Creditor and estimated value of such security, and particulars of any interim period claim.)

**This Proof of Claim must be received by the Receiver by no later than 5:00 p.m. (Toronto time) on April 15, 2019 ("Claims Bar Date"), by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:**

Alvarez & Marsal Canada Inc.  
in its capacity as the Court-appointed receiver of Sameh Sadek (also known as Sam Sadek), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., Shepherd RX Pharmacy Inc. and Lilian Fam

Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2900  
Toronto, Ontario  
Canada M5J 2J1

Attention: Zach Gold  
E-mail: zgold@alvarezandmarsal.com

**F. FILING OF CLAIM:**

**Failure to file your Proof of Claim as directed by the Claims Bar Date will result in your Claim being barred and in you being prevented from making or enforcing a Claim against the Defendants. In addition, you shall not be entitled to further notice in, and shall not be entitled to participate as a creditor in these proceedings.**

**G. EXCLUDED CLAIMS**

Any Claim secured by the Receiver's Charge or the Borrowing Charge (both as defined in the Order made by the Honourable Justice Dunphy dated September 11, 2018, as amended and restated by the Order made by the Honourable Justice McEwen dated October 17, 2018, in the Receivership Proceedings).

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
(city) (day) (month)

\_\_\_\_\_  
Signature of Creditor

**SCHEDULE "D"**

**NOTICE OF REVISION OR DISALLOWANCE OF CLAIM  
REFERENCE NUMBER \_\_\_\_\_**

Please read carefully the Instruction Letter accompanying this Notice.

**TO: [insert name of creditor]**

Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") of Sameh Sadek (also known as Sam Sadek), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., Shepherd RX Pharmacy Inc. and Lilian Fam (collectively, the "**Defendants**"), hereby gives you notice that the Receiver has reviewed your Proof of Claim, as the case may be, and has revised or rejected your Claim or any part thereof or any information relating thereto, as follows:

The Proof of Claim as Submitted (if applicable)	The Claim as Accepted

**Reasons for Revision or Disallowance:**

[insert explanation]

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

1. **If you dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (Toronto time) on [\_\_\_\_\_], being the Business Day which is fourteen days after the Notice of Revision or Disallowance is sent by the Receiver (see paragraph 11 of the Claims Procedure Order), notify the Receiver by delivery of a Notice of Dispute in accordance with the accompanying Instruction Letter. The form of Notice of Dispute is enclosed.**
2. **IF YOU DO NOT DELIVER A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU AND YOUR CLAIM SHALL BE DEEMED TO BE AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.**

**DATED** at Toronto, this \_\_\_\_\_, day of \_\_\_\_\_, 2019.

**ALVAREZ & MARSAL CANADA INC.,  
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF THE  
DEFENDANTS**

**SCHEDULE "E"**

**NOTICE OF DISPUTE**

Please read carefully the Instruction Letter accompanying the Notice of Revision or Disallowance.

We hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number \_\_\_\_\_ and dated \_\_\_\_\_ issued in respect of our claim.

**Reasons for Dispute** (attach additional sheet and copies of all supporting documentation if necessary):

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

Name of Creditor: \_\_\_\_\_

\_\_\_\_\_  
(Signature of individual completing this Dispute)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Please print name)

Telephone Number: \_\_\_\_\_

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

Facsimile Number: \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

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

**THIS FORM IS TO BE RETURNED BY PREPAID ORDINARY MAIL, COURIER, PERSONAL DELIVERY OR ELECTRONIC OR DIGITAL TRANSMISSION AND MUST BE RECEIVED NO LATER THAN 5:00 P.M. (TORONTO TIME) ON \_\_\_\_\_, BEING THE BUSINESS DAY WHICH IS FOURTEEN (14) DAYS AFTER THE NOTICE OF REVISION OR DISALLOWANCE IS SENT BY THE**

**RECEIVER (PURSUANT TO PARAGRAPH 11 OF THE CLAIMS PROCEDURE ORDER) TO:**

Alvarez & Marsal Canada Inc.  
in its capacity as the Court-appointed receiver of Sameh Sadek (also known as Sam Sadek), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., Shepherd RX Pharmacy Inc. and Lilian Fam  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2900  
Toronto, Ontario  
Canada M5J 2J1

Attention: Zach Gold  
E-mail: [zgold@alvarezandmarsal.com](mailto:zgold@alvarezandmarsal.com)

**ASTRAZENECA CANADA INC.**  
Plaintiff

-and-

**SAMEH SADEK also known as SAM SADEK, et al.**  
Defendants

Court File No. CV-18-602745-00-CL

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**Proceedings commenced at Toronto**

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**CLAIMS PROCEDURE ORDER**

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**AIRD & BERLIS LLP**  
Brookfield Place  
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*Lawyers for Alvarez & Marsal Canada Inc., in its capacity as the court-appointed Receiver of Sameh Sadek also known as Sam Sadek, et al.*