

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**FOURTH REPORT OF THE RECEIVER
ALVAREZ & MARSAL CANADA INC.**

APRIL 11, 2019

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1.0 INTRODUCTION

Overview

- 1.1 This fourth report of the Receiver (the “**Fourth Report**”) is filed by Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as Court-appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of each of Sameh Sadek also known as Sam Sadek (“**Sadek**”), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc. (“**SRX**”), Shepherd RX Pharmacy Inc. (“**Shepherd RX**”) and Lilian Fam (“**Fam**”, and collectively, the “**Defendants**” and, individually, a “**Defendant**”).
- 1.2 Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated September 11, 2018 (as amended and restated by the Order of the Honourable Mr. Justice McEwen dated October 17, 2018, the “**Appointment Order**”), A&M was appointed as the Receiver of the Domestic Property (as defined in the Appointment Order) of the Defendants, with certain additional powers relating to Foreign Property (as defined in the Appointment Order).
- 1.3 The Receiver was appointed by way of a motion made by the plaintiff, AstraZeneca Canada Inc. (“**AstraZeneca**”), a pharmaceutical company and creditor of the Defendants, pursuant to section 101 of the *Courts of Justice Act* (Ontario). The receivership proceedings commenced by AstraZeneca are referred to herein as the “**Receivership Proceedings**”.
- 1.4 To date, the Receiver has provided, and filed with the Court in the Receivership Proceedings, three reports each dated October 9, 2018 (the “**First Report**”), November 20, 2018 (the “**Second Report**”), and February 13, 2019 (the “**Third Report**” and, collectively with the First Report and the Second Report, the “**Previous Reports**”), respectively, which, among other things, summarize the activities of the Receiver following its appointment

pursuant to the Appointment Order. The Previous Reports can be accessed on the Receiver's Case Website at: www.alvarezandmarsal.com/mdhealth.

Purpose of this Fourth Report

- 1.5 This Fourth Report has been prepared to provide a brief update on the Receivership Proceedings to stakeholders, as well as to provide additional information that may assist the Court in assessing the relief sought by Fam in the April 17 Motion (as defined below), which motion has been brought by Fam in the Mareva proceedings. This Fourth Report should not be relied upon for any other purpose. The Receiver will not assume responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this Fourth Report contrary to the provisions of this paragraph. The Receiver has not audited, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("CAS") pursuant to the *Chartered Professional Accountants of Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.
- 1.6 Capitalized terms used but not otherwise defined in this Fourth Report shall have the meaning ascribed to them in the Appointment Order or the Previous Reports, as applicable. All references to dollars are in Canadian currency unless otherwise noted.
- 1.7 In accordance with the Appointment Order, copies of materials and prescribed notices delivered and/or filed in the Receivership Proceedings are available on the Receiver's Case Website at: www.alvarezandmarsal.com/mdhealth.

2.0 BRIEF BACKGROUND

- 2.1 A background summary of the Defendants, including a description of the activities and circumstances leading to the appointment of the Receiver, is contained in the motion materials (the “**AstraZeneca Motion Materials**”) filed by AstraZeneca and further summarized by the Receiver in its Previous Reports.

Overview of the Mareva Proceedings

- 2.2 As described in the AstraZeneca Motion Materials, AstraZeneca is an Ontario biopharmaceutical distribution company.
- 2.3 AstraZeneca contends that the Defendants defrauded AstraZeneca of approximately \$7.73 million by submitting false claims for non-existent prescriptions. Accordingly, AstraZeneca commenced an action against the Defendants, including bringing a motion for certain injunctive relief and, subsequently, obtained the Mareva Orders, as more particularly described in the First Report.
- 2.4 The Mareva Orders granted by this Court provided for certain injunctive relief, including, among other things:
- (a) restraining the Defendants, with the sole exception of Shepherd RX, from dealing with their assets;
 - (b) prohibiting Sadek and Fam from leaving the jurisdiction;
 - (c) requiring the Defendants to disclose certain information relating to their existing assets;
 - (d) freezing bank accounts at certain financial institutions and requiring those financial institutions to disclose to AstraZeneca any and all records concerning the Defendants’ assets and accounts; and

- (e) granting Certificates of Pending Litigation over certain properties owned by the Defendants, as described further below.

2.5 As at the date of this Fourth Report, the Mareva Orders remain in full force and effect, and on February 11, 2019, AstraZeneca obtained judgment against each of the Defendants in the amount of \$7,419,930.92 (plus costs and punitive damages) in respect of its claims, save and except for Fam.

2.6 Since the Receiver's last attendance before the Court, Fam's legal counsel, O'Connor MacLeod Hanna LLP ("**OMH LLP**"), has moved to set aside the noting in default of Fam, and a return date for the motion has been scheduled for April 17, 2019 (the "**April 17 Motion**"). In addition, the Receiver understands that if Fam is successful at setting aside the noting in default and defending the Mareva proceedings against her, OMH LLP will also be seeking to vary the Mareva Orders and the Appointment Order.

Update on the Receivership Proceedings

2.7 A comprehensive update on the Receivership Proceedings, including the activities of the Receiver since its appointment pursuant to the Appointment Order, is set out in the Previous Reports.

2.8 Since the date of the Third Report, on March 1, 2019, this Court issued, *inter alia*, the following Orders:

- (a) an Order, among other things, approving the sale of the real property municipally known as 5045 Churchill Meadows Boulevard, Mississauga, Ontario (the "**Churchill AVO**");

- (b) an Order, among other things, approving the sale of the real property municipally known as 2334 Hammond Road West, Mississauga, Ontario (the “**Hammond AVO**”); and
- (c) 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 (the “**Claims Procedure Order**”).

Copies of the Churchill AVO, the Hammond AVO and the Claims Procedure Order are attached hereto as **Appendices “A”, “B”, and “C”**.

- 2.9 The Receiver’s realization efforts with respect to the Domestic Property (as such term is defined in the Appointment Order) continue, and are nearing completion. The sale of the 2334 Hammond Road West property closed on March 14, 2019.
- 2.10 The claims procedure pursuant to the Claims Procedure Order is currently underway, with a claims bar date of April 15, 2019, following which a further update will be provided to the Court in the Receivership Proceedings by the Receiver.

3.0 SUMMARY OF FAM ASSETS SEIZED

3.1 Specifically for the purposes of the April 17 Motion, the following chart summarizes the assets of Fam constituting Domestic Property, as defined in the Appointment Order, that were seized by the Receiver pursuant to the Appointment Order (the “**Fam Assets**”), and indicates which of the Fam Assets have been subsequently realized by the Receiver, and, in such cases, the corresponding realization amounts:

Asset	Book Value	Realization Amount
Proceeds of Fam accounts at HSBC Bank bearing account numbers: CAHKBC082--150; CAHKBC082--203; and CAHKBC082--550	\$473,184	\$473,184
Proceeds of Fam accounts at TD Bank bearing account numbers: 1480; 1465; 3819; 4748; and 5958	\$108,599	\$108,599
Proceeds of Fam RRSP account at TD Bank bearing account number 2046	\$18,527	\$12,981
Proceeds of Fam TFSA account at TD Bank bearing account number 7718	\$16,208	\$16,208
Proceeds of Lilian Fam Pharma Inc. account at TD Bank bearing account number 3282	\$10,265	\$10,265
Proceeds of Fam accounts at Simplii Financial (fka President's Choice Financial) bearing account numbers: 65491; 65517; 61401; and 58270	\$6,018	\$6,018
Fam paycheques	\$5,043	\$5,043
Government of Canada Cheques	\$5,325	\$5,325

Province of Ontario Cheque	\$1,255	\$1,255
5045 Churchill Meadows Boulevard, Mississauga, Ontario (the “ Churchill Meadows Property ”)	Listing Amount: \$789,900	The purchase price set out in the agreement of purchase and sale for the Churchill Meadows Property (the “ Churchill APS ”) is subject to a sealing order by the Court. A redacted copy of the Churchill APS is attached hereto as Appendix “D” .
8 Calico Court, Georgetown, Ontario	Listing Amount: \$1,079,000	\$1,000,000 (excl. commission and other costs)
2018 Land Rover, VIN SALYM2RVXJA729788	\$25,000	\$71,000
2015 Mini Cooper, VIN WMWXS5C53FT830733	\$19,200	\$10,500
Georgetown Pre-Construction Property*	\$519,000*	\$350,044*
TOTAL:**	\$3,076,524	\$2,860,322

*As previously noted by the Receiver in the Previous Reports, Fam, in her personal capacity, entered into an agreement of purchase and sale in respect of the Georgetown Pre-Construction Property; however, on certain addendums to the agreement, SRX was noted as the purchaser.

**The commercial terms of the Churchill Meadows Property sale transaction are currently subject to sealing order by the Court and, as such, the Total Realization Amount included above contemplates the Listed Amount.

3.2 The Receiver further notes that, based on a review of the records available to the Receiver to date, the Receiver is able to track and/or link various proceeds received from the other Defendants to certain of the Fam Assets listed above.

3.3 Furthermore, Fam confirmed, under oath, that she has received proceeds of, or a direct benefit from, the misappropriated funds identified by AstraZeneca in the Mareva proceedings described in the Previous Reports.

All of which is respectfully submitted this 11th day of April, 2019.

**Alvarez & Marsal Canada Inc.,
solely in its capacity as 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,
and not in its personal capacity**



Per: Alan J. Hutchens
Senior Vice-President

TAB A

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE _____)
JUSTICE HAINES)
FRIDAY, THE 1ST 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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of, *inter alios*, Lilian Fam (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (as amended, the "**Sale Agreement**") between the Receiver, as seller, and Munther Shehadeh and Jolia Almalah (together, the "**Purchaser**"), as purchasers, dated December 25, 2018, together with schedules thereto, and appended to the third report of the Receiver dated February 13, 2019 (the "**Third Report**"), and vesting in the Purchaser, the Debtor's right, title and interest in and to the real property municipally known as 5045 Churchill Meadows Boulevard, Mississauga, Ontario, and as legally

described in the Sale Agreement (the "**Real Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver, including 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:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the 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 the completion of the Transaction and for the conveyance of the Real Property to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Real Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Dunphy dated September 11, 2018, as amended and restated by the Order of the Honourable Justice McEwen dated October 17, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, if applicable; and (iii) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D** hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Peel (No. 43) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Real Property identified in **Schedule B** hereto in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule C** hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

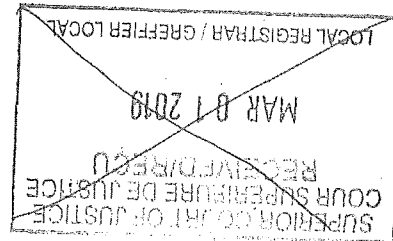
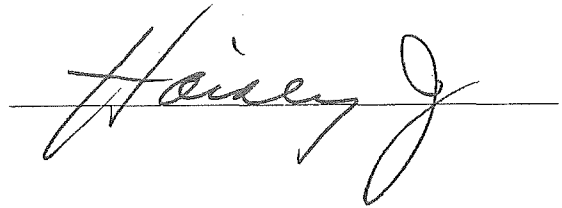
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Real Property in the Purchaser 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 fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

7. **THIS COURT ORDERS** that the Confidential Appendix "2" to the Third Report be and are hereby sealed until the completion of the Transaction or further Order of this Court.

8. **THIS COURT HEREBY 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.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 01 2019

PER / PAR: *fw*

Schedule A – Form of Receiver's Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Dunphy of the Ontario Superior Court of Justice (the "**Court**") dated September 11, 2018, as amended and restated by an Order the Honourable Justice McEwen of the Court dated October 17, 2018, Alvarez & Marsal Canada Inc. was appointed as the receiver (in such capacity, the "**Receiver**") of the undertaking, property and assets of, *inter alios*, Lilian Fam (the "**Debtor**").

B. Pursuant to an Order of the Court dated March 1, 2019, the Court approved the agreement of purchase and sale made as of December 25, 2018 (as amended, the "**Sale Agreement**") between the Receiver, as vendor, and Munther Shehadeh and Jolia Almalah (together, the "**Purchaser**"), as purchasers, and provided for the vesting in the Purchaser, the Debtor's right, title and interest in and to the Real Property, which vesting is to be effective with

respect to the Real Property 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 Real Property; (ii) that the conditions to Closing as set out in Schedules A and B to 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, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**ALVAREZ & MARSAL CANADA INC., in
its capacity as Receiver of the undertaking,
property and assets of Lilian Fam, and not in
its personal capacity**

Per: _____
Name:
Title:

Schedule B – Real Property

1. The property municipally known as 5045 Churchill Meadows Boulevard, Mississauga, Ontario and being legally described as Part of Lot 11, Plan 43M-1663, designated as Part 6, Plan 43R-30324, City of Mississauga, Subject to easement for entry as in PR806741. Subject to easement for entry as in PR1007490 (being all of PIN 14360-1750 (LT)) (the "**Real Property**").

Schedule C – Claims to be deleted and expunged from title to Real Property

1. Instrument No. PR3051020 being a Transfer registered December 20, 2016 from Shuk Ling Lee and Lilian Fam.
2. Instrument No. PR3363139 being an Application (General) re Certificate of Pending Litigation registered August 10, 2018 in favour of Astrazeneca Canada Inc.
3. Instrument No. PR3377945 being an Application to register Court Order registered September 11, 2018.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Instrument No. PR339733 being a Notice registered October 31, 2002 between The Erin Mills Development Corporation and The Corporation of the City of Mississauga.
2. Instrument No. PR340732 being a Notice registered October 31, 2002 between Sun-Canadian Pipe Line Company Limited and The Corporation of the City of Mississauga.
3. Instrument No. 43M1663 being a Plan of Subdivision registered November 22, 2004.
4. Instrument No. PR763519 being a Notice of Subdivision Agreement registered November 29, 2004 between The Erin Mills Development Corporation and The Corporation of the City of Mississauga and The Regional Municipality of Peel.
5. Instrument No. PR782455 being an Application to Annex Restrictive Covenants registered December 30, 2004 in favour of The Erin Mills Development Corporation.
6. Instrument No. PR914230 being a Bylaw registered August 26, 2005 in favour of The Corporation of the City of Mississauga.
7. Instrument No. 43R30324 being a Reference Plan registered October 11, 2005.

ASTRAZENECA CANADA INC.
Plaintiff

-and-

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSUC # 55449N)
Tel: (416) 865-3082
Fax: (416) 863-1515
Email: iaversa@airdberlis.com

Kyle Plunkett (LSUC # 61044N)
Tel: (416) 865-3406
Fax: (416) 863-1515
Email: kplunkett@airdberlis.com

Shakaira John (LSUC # 72263D)
Tel: (416) 865-4637
Fax: (416) 863-1515
Email: sjohn@airdberlis.com

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

TAB B

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE _____)
JUSTICE HAINES)
FRIDAY, THE 1ST 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

APPROVAL AND VESTING ORDER

THIS MOTION, made by Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of, *inter alios*, SRX Investment Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (as amended, the "**Sale Agreement**") between the Receiver, as seller, and Baozhang Guo (the "**Purchaser**"), as purchaser, dated January 4, 2019, together with schedules thereto, and appended to the third report of the Receiver dated February 13, 2019 (the "**Third Report**"), and vesting in the Purchaser, the Debtor's right, title and interest in and to the real property municipally known as 2334 Hammond Road West, Mississauga, Ontario, and as legally described in the Sale Agreement (the "**Real Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver, including 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:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the 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 the completion of the Transaction and for the conveyance of the Real Property to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Real Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Dunphy dated September 11, 2018, as amended and restated by the Order of the Honourable Justice McEwen dated October 17, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, if applicable; and (iii) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D** hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Peel (No. 43) of an Application for Vesting Order in the form prescribed

by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Real Property identified in **Schedule B** hereto in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule C** hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Real Property in the Purchaser 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 fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

7. **THIS COURT ORDERS** that the Confidential Appendix "1" to the Third Report be and are hereby sealed until the completion of the Transaction or further Order of this Court.

8. **THIS COURT HEREBY 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.

A handwritten signature in cursive script, appearing to read "Hainey J.", written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 01 2019

PER / PAR: RW

Schedule A – Form of Receiver's Certificate

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Dunphy of the Ontario Superior Court of Justice (the "**Court**") dated September 11, 2018, as amended and restated by an Order the Honourable Justice McEwen of the Court dated October 17, 2018, Alvarez & Marsal Canada Inc. was appointed as the receiver (in such capacity, the "**Receiver**") of the undertaking, property and assets of, *inter alios*, SRX Investment Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated March 1, 2019, the Court approved the agreement of purchase and sale made as of January 4, 2019 (as amended, the "**Sale Agreement**") between the Receiver, as vendor, and Baozhang Guo (the "**Purchaser**"), as purchaser, and provided for the vesting in the Purchaser, the Debtor's right, title and interest in and to the Real Property, which vesting is to be effective with respect to the Real Property 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 Real Property; (ii) that the conditions to Closing as set out in Schedules A and B to 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, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**ALVAREZ & MARSAL CANADA INC., in
its capacity as Receiver of the undertaking,
property and assets of SRX Investment Inc.,
and not in its personal capacity**

Per: _____

Name:

Title:

Schedule B – Real Property

1. The property municipally known as 2334 Hammond Road West, Mississauga, Ontario; and being legally described as Part Lot 26, Plan 396, designated as Part 1, Plan 43R29866; City of Mississauga. Subject to an easement over Part Lot 26, Plan 396, designated as Part 1, Plan 43R29866, as in R1037379 (being all of PIN 13439-0416 (LT)) (the "**Real Property**")

Schedule C – Claims to be deleted and expunged from title to Real Property

1. Instrument No. PR3275485 being a Transfer registered January 25, 2018 from Jose Horta Gomes to SRX Investment Inc.
2. Instrument No. PR3361262 being a Caution registered August 7, 2018 from SRX Investment Inc. to Astrazeneca Canada Inc.
3. Instrument No. PR3363139 being an Application re Certificate of Pending Litigation registered August 10, 2018 in favour of Astrazeneca Canada Inc.
4. Instrument No. PR3377945 being an Application to register Court Order registered September 11, 2018.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Instrument No. 43R29866 being a Reference Plan registered March 9, 2005.
2. Instrument No. PR1037379 being a Transfer Easement registered March 30, 2006 from Peel Housing Corporation to Rogers Cable Communications Inc.

ASTRAZENECA CANADA INC.
Plaintiff

-and-

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSUC # 55449N)
Tel: (416) 865-3082
Fax: (416) 863-1515
Email: iaversa@airdberlis.com

Kyle Plunkett (LSUC # 61044N)
Tel: (416) 865-3406
Fax: (416) 863-1515
Email: kplunkett@airdberlis.com

Shakaira John (LSUC # 72263D)
Tel: (416) 865-4637
Fax: (416) 863-1515
Email: sjohn@airdberlis.com

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

TAB C

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE _____)
JUSTICE HAINES)
FRIDAY, THE 1ST 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.

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

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.

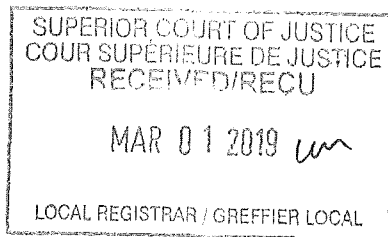
MISCELLANEOUS

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.



A handwritten signature in black ink, appearing to read "Hanley", written over a horizontal line.

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 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) 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

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, 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):

10. Telephone number of Assignee(s): _____
11. E-mail address: _____
12. Facsimile number: _____
13. Attention (Contact Person): _____

C. PROOF OF CLAIM:

I, _____
[name of Creditor or Representative of the Creditor],

of _____ do hereby certify that:
[City or Province]

(a) I [check (✓) one]

☐ am the Creditor of the Defendants; OR

☐ am _____ (state position or title) of
_____ (name of creditor);

(b) I have knowledge of all the circumstances connected with the Claim referred to below;

(c) The Defendants were and still are indebted to the Creditor as follows:

(i) TOTAL CLAIM: \$ _____ CAD

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as at January 12, 2015. The Canadian Dollar/U.S. Dollar rate of exchange on that date was CDN\$/US\$1.00); and

(ii) CLAIM IS AGAINST THE FOLLOWING ENTITY/INDIVIDUAL

[check all that apply]

SAMEH (SAM) SADEK: _____

ST. MAHARIAL PHARMACY INC dba MD HEALTH PHARMACY:

ST. MAHARIAL CLINIC INC: _____

SRX INVESTMENT INC.: _____ LILIAN FAM: _____

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

F. FILING OF CLAIM:

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).

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

ASTRAZENECA CANADA INC.
Plaintiff

-and-

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

CLAIMS PROCEDURE ORDER

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSUC # 55449N)

Tel: (416) 865-3082

Fax: (416) 863-1515

Email: iaversa@airdberlis.com

Kyle Plunkett (LSUC # 61044N)

Tel: (416) 865-3406

Fax: (416) 863-1515

Email: kplunkett@airdberlis.com

Shakaira John (LSUC # 72263D)

Tel: (416) 865-4637

Fax: (416) 863-1515

Email: sjohn@airdberlis.com

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

TAB D



Agreement of Purchase and Sale

Toronto
Real Estate
Board

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 25 day of December 2018

BUYER: MUNTER SHEHADEH AND JOLIA ALMALAH, agrees to purchase from
(Full legal names of all Buyers)
Alvarez & Marsal Canada Inc., in its capacity as the court appointed Receiver of the assets and properties of Lilian Fam ("The Receiver")

SELLER: _____, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 5045 CHURCHILL MEADOWS BLVD

fronting on the North side of Churchill Meadows Blvd

in the City of Mississauga

and having a frontage of 24.02 feet more or less by a depth of 115.58 feet more or less

and legally described as PART OF LOT 11, PLAN 43M1663, DES PART 6, PL 43R30324; MISSISSAUGA, S/T EASEMENT

FOR ENTRY AS IN PR806741. S/T EASEMENT FOR ENTRY AS IN PR1007490. (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: _____ Dollars (CDN\$) _____

_____, Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

_____, Dollars (CDN\$) _____

by negotiable cheque payable to Re/Max Realtron Realty Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A. & B _____ attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 5:00 p.m. on the 28
(Seller/Buyer) (a.m./p.m.)

day of December 2018, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 3 day of July

2019. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

MS JCA

INITIALS OF SELLER(S):

AK
12/28/18
4:16 PM EST
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Ready Solution Inc. 4436-204-1415-4 105-9318-001803540507

- 3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.: 905-472-6300
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: jglaser@remax.net Email Address: mclaina@live.ca
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

- 4. CHATELS INCLUDED:**
 SS FRIDGE, OVEN, MICROWAVE, DISHWASHER, STOVE TOP, WASHER/DRYER

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

- 5. FIXTURES EXCLUDED:**

- 6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

Hot Water Tank if Rental

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

- 7. HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price

INITIALS OF BUYER(S):

MS JCA

INITIALS OF SELLER(S):

JK
 12/28/18
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 dotloop verified



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Ready Session Id: 4c4c204-1416-41c8-b218-80168354c587

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 21 day of June, 2019, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (Residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

MS JCA

INITIALS OF SELLER(S):

JK
12/28/18
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Realty Session ID: 4cbfc284-1415-41d0-9218-89f68354c887

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

MS JCA

INITIALS OF SELLER(S):

JK
12/28/18
4:18 PM EST
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Realty Session Id: 4c8c284-1415-41c8-9218-88185354c587

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

Munther Shohadeh
(Buyer)

Dec 20 2018, 02:41 PM EST
(Seal) (Date)

(Witness)

Tolia Almalah
(Buyer)

Dec 20 2018, 02:50 PM EST
(Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

Greg Karpel
(Seller)

dotloop verified
12/28/18 4:18 PM EST
ORNV-LWGF-EMZT-LYP

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20.....
(a.m./p.m.)

Greg Karpel
(Signature of Seller or Buyer)

dotloop verified
12/28/18 4:18 PM EST
BETC-UMTV-SGAF-AH6

INFORMATION ON BROKERAGE(S)

Listing Brokerage RE/MAX REALTRON REALTY INC.

(416) 222-2600
(Tel.No.)

JORDAN GLASER

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage PPS Realty

905-209-7400
(Tel.No.)

Mohamad El Aina & Ali Salarian

(Salesperson/Broker/Broker of Record Name)

12/28/18
4:18 PM EST
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ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Greg Karpel
(Seller)

dotloop verified
12/28/18 4:18 PM EST
2WLT-0XM7-6QTI-F3R1

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

(Buyer)

(Date)

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATE Agreement of Purchase and Sale.

Acknowledged by:

Jordan Glaser
(Authorized to bind the Listing Brokerage)

dotloop verified
12/28/18 4:09 PM EST
987R-UJR4-78EH-AZTR

Mohamad El Aina Ali Salarian
(Authorized to bind the Co-operating Brokerage)

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Form 100

for use in the Province of Ontario

Schedule A Agreement of Purchase and Sale



This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: MUNTHER SHEHADEH AND JOLIA ALMALAH, and
Alvarez & Marsal Canada Inc., in its capacity as the court appointed Receiver of the assets and properties of Lillian Fam ("The Receiver")
SELLER:

for the purchase and sale of 5045 CHURCHILL MEADOWS BLVD Mississauga
L5M 7Z8 dated the 25 day of December, 2018

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 p.m. on the 5th banking day following the acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 p.m. on the 5th banking day following the acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Seller agrees to allow the Buyer access to the property for the purpose of revisiting the property on Two (2) further occasions prior to completion, at a mutually agreed upon time and in the presence of the Buyer's Agent. These visits do not include any visit required by the Buyers lender for appraisal purposes.

The Buyer shall deliver to the Current Tenant a N12 form, in a form that is satisfactory to the Seller, not later than 70 Days prior to the Closing Date. The Seller agrees to provide contact information of the Tenant to the Buyer for such purposes.

The Buyer and Seller agree that upon confirmation of a written deal a new clean version of the APS, with no marked changes will be executed.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

MS JCA

INITIALS OF SELLER(S):

JK
12/28/18
4:18 PM EST
dotloop verified



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Printed Session ID: 4db6284-1415-41c0-b218-80158354c087



Schedule B



This Schedule is attached to and forms part of the Agreement between:

BUYER, Munther Shehadeh & Jolia Almalah, and

SELLER, Alvarez & Marsal Canada Inc., in its capacity as the court appointed Receiver of the assets and properties of Lilian Fam ("The Receiver")

for the property known as 5045 Churchill Meadows Blvd. Mississauga, Ontario L5M 7Z8

dated the 25th day of December, 2018

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at a rate of Prime less 2.3% per annum. Further, the parties acknowledge and agree that the Deposit Holder shall pay any interest it earns and receives on the deposit less a \$95.00 plus HST administrative fee to the Buyer upon completion of the transaction and upon the submission by the Buyer to the Deposit Holder of their Social Insurance Number in accordance with Canada Revenue Agency requirements for the preparation of T5 slips.

In the event this transaction is mutually released and becomes null and void, Re/Max Realtron Realty Inc., Brokerage will issue a trust account cheque for return of the deposit, to the party designated by the fully and properly executed mutual release, not before ten (10) business days (for certified cheques or Bank drafts) and not before twenty one (21) Business Days (as defined below) (for uncertified cheques) from the date the funds were deposited into our trust account as stated on our deposit receipts. A business day includes all weekdays except Saturday, Sunday or statutory holidays ("Business Days"). This policy is in place on the advice of the banking system, to protect your trust deposit from fraud.

1. In the event of any conflict or inconsistency between any provision of this Schedule "B" and any provision of the Agreement of Purchase and Sale including Schedule "A", not contained in Schedule "B", the provision of Schedule "B" shall govern and prevail.
2. The Buyer acknowledges that (i) the Seller, in executing this Agreement, is entering into this Agreement of Purchase and Sale solely in its capacity as Court appointed receiver of Lilian Fam, and not in its personal or any other capacity. The Receiver shall have no personal or corporate liability of any kind whether in contract, tort or otherwise, and (ii) the Seller's authority to act in respect of the property is governed by the Order of the Honourable Justice Dunphy of the Ontario Superior Court of Justice (the "Court") dated September 11, 2018, as amended.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

MS JA

INITIALS OF SELLER(S):

AK

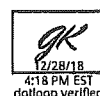


3. The Property is being sold and shall be accepted by the Buyer on an "as is, where is" and "without recourse" basis with no representations, warranties or condition, express or implied, statutory or otherwise, of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, zoning or lawful use of the property, rights over adjoining properties and any easements, rights-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the property, the condition or state of repair of any chattels, encroachments on the property by adjoining properties or encroachments by the property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, municipal or other governmental agreements or requirements (including site plan agreements, development agreements, subdivision agreements, building or fire codes, building and zoning by-laws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever, either stated or implied. The Buyer acknowledges having reviewed the state of title to the Property and agrees to accept title subject to all of the foregoing.

4. The Seller's obligations contained in this Agreement shall be conditional upon the Seller receiving an order of the Court in a form satisfactory to the Seller, acting reasonably, or such other court as has jurisdiction in the matter, approving the sale of the Property to be vested in the Buyer, free and clear of all mortgages and/or security interests registered against the Property as contemplated by this Agreement (the "Court Approval").

5. The Seller covenants and agrees to use reasonable commercial efforts to attempt to satisfy the condition in paragraph 4 above. If the sale of the Property is not approved by the Court, this Agreement shall be terminated without any penalty or liability whatsoever to the Seller or the Buyer, other than the return by the Seller to the Buyer of the Deposit, but without cost or other compensation, and each of the Seller and the Buyer shall be released from all other obligations hereunder except for the obligations of the Buyer that are specifically stated herein to survive Closing or other termination of this Agreement.

MS JCA
F:\99\InReview\1411911405738.d0126264c567



6. In the event that the sale of the Property is enjoined or not approved by the Court, where any part of the Property is removed from the control of the Seller by any means or process, or legal proceedings are threatened against the Seller to restrain the sale of the Property, or where the Property is redeemed in whole or in part by any party entitled thereto at law on or prior to Closing, the Seller, at its option, may terminate this Agreement without any penalty or liability whatsoever to the Seller or the Buyer, other than the return by the Seller to the Buyer of the Deposit, without deduction, and without cost or other compensation, and each of the Seller and the Buyer shall be released from all other obligations hereunder, except for the obligations of the Buyer that are specifically stated herein to survive Closing or other termination of this Agreement.

7. The description of the Property contained in this Agreement is for the purposes of identification only and no representation, warranty or condition has or will be given by the Seller concerning the existence or accuracy of such description.

8. The Buyer shall accept title to the Property, subject to, and whether complied with or not, any and all registered restrictions, agreements or covenants which run with the land, registered easements for the supply of utilities and services to the Property or through the Property to adjoining/adjacent properties or other easements, registered leases, rights-of-way, rights of re-entry by-laws, standard subdivision or site plan agreements (including any levies or charges payable thereunder), with the Municipality and/or Public Utility, and any encroachments.

9. The Seller shall not be required to deliver a discharge; release or reassignment of the Mortgage, or any charge/mortgage of land, assignment, lien or other encumbrance registered against the title to the Property which would be extinguished by an order of the Court referred to in paragraph 2 above.

10. The Seller does not guarantee title to the chattels and does not warrant the condition or state of repair of the chattels. The Buyer must satisfy itself in this regard, and accept the fixtures and chattels on an "as-is, where-is" basis. The Seller shall not provide a bill of sale for any chattels or fixtures, and shall make no further adjustments or abatement in the purchase price with respect thereto. The Seller will not remove and shall not be responsible for the removal of any chattels found on the Property prior to or on the date of closing.





Form 320

for use in the Province of Ontario

Confirmation of Co-operation and Representation

BUYER: Munther Shehadeh Jolia Almalah

SELLER: Alvarez & Marsal Canada Inc.

For the transaction on the property known as: 5045 CHURCHILL MEADOWS BLVD MISSISSAUGA ON L5M7Z8

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

1 LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2 PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- ☐ The Brokerage represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

MS JJA

AS ME

JK

JK



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Realty Session ID: 1007024-1013-416-423-4-0118052a207

3 Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
 b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
 c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☒ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
 2.5% to be paid from the amount paid by the Seller to the Listing Brokerage.
 (Commission As Indicated In MLS® Information)
 b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

PPS Realty (Name of Co-operating/Buyer Brokerage) Tel: 905-209-7400 Fax: 905-472-6300 <i>Ali Salarian</i> <i>Mohamad El Aina</i> (Authorized to bind the Co-operating/Buyer Brokerage) Date: 25, 2018, 05:44 PM EST Mohamad El Aina & Ali Salarian (Print Name of Salesperson/Broker/Broker of Record Representative of the Brokerage)	RE/MAX REALTRON REALTY INC. (Name of Listing Brokerage) Tel: 416-222-2600 Fax: _____ Date: _____ (Authorized to bind the Listing Brokerage) <i>Jordan Glaser</i> (Print Name of Salesperson/Broker/Broker of Record Representative of the Brokerage) dotloop verified 12/28/18 4:09 PM EST FLZH-JMHH-BJU-NGM8
---	--

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Munther Shehadeh Date: 25, 2018, 05:37 PM EST
 (Signature of Buyer)
Julia Humalah Date: 25, 2018, 05:39 PM EST
 (Signature of Buyer)

Greg Karpel dotloop verified
 12/28/18 4:18 PM EST
 IZTY-ZEOX-ZZLB-SCEA
 (Signature of Seller)
 Date: _____
 (Signature of Seller)



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Ready Signature Id: 41650224-1813-4756-6025-011050502667



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN

BUYER: Munther Shehadeh and Jolia Almalah

AND

SELLER: Alvarez & Marsal Canada Inc., in its capacity as the court appointed Receiver of the assets and properties of Lilian Fam ("The Receiver")

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 25 day of December, 2018

concerning the property known as 5045 Churchill Meadows Blvd. Mississauga as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 p.m. on the 5th banking day following the acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 p.m. on the 5th banking day following the acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

Insert:

In addition to the other provisions contained in this Agreement of Purchase and Sale, including Schedule A and Schedule B hereto, the Seller agrees to discharge, or vest the Property free and clear of, on closing, the following writs and instruments from title to the Property pursuant to the terms of the Approval and Vesting Order: Writ Number 18-0001747 court file No. 17-586970 in favour of MCLESPM Canada Corp., Certificate of Pending Litigation PR3363139 and Court Order PR3377945.

INITIALS OF BUYER(S):

MS JCA

INITIALS OF SELLER(S):

gk
01/07/19
2:52 PM EST
dotloop verified



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Rulley Session ID: b06809dc-0305-4d14-60c3-5bab3382d1c9

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:59 p.m. on the 07 day of January, 2019, after which time, if not accepted, this offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

Munther Shohadah

(Buyer/Seller)

Jan 07, 2019, 01:58 PM EST

(Seal) (Date)

Jan 07, 2019, 02:09 PM EST

(Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

Greg Karpel

(Buyer/Seller)

(Buyer/Seller)

dotloop verified
01/07/19 2:52 PM EST
KLXV-XGHG-LG68-KH6D

(Seal) (Date)

(Seal) (Date)

The undersigned Spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness)

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at : .m. this day of , 20 .

Greg Karpel

(Signature of Seller or Buyer)

dotloop verified
01/07/19 2:52 PM EST
YRMO-HHMG-CSIQ-FVTI

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and

I authorize the Brokerage to forward a copy to my lawyer.

Greg Karpel

(Seller)

(Seller)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

Tel. No.

FAX No.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement

and I authorize the Brokerage to forward a copy to my lawyer.

Munther Shohadah

(Buyer)

(Buyer)

Buyer's Address

(Tel. No.)

Buyer's Lawyer

Address

Email

Tel. No.

PPSRealty

FAX No.



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Refill Session Id: b068004c-9305-4d14-0cd3-5eb8382d1cd

ASTRAZENECA CANADA INC.
Plaintiff

-and-

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

**FOURTH REPORT OF THE RECEIVER
ALVAREZ & MARSAL CANADA INC.**

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Ian Aversa (LSUC # 55449N)
Tel: (416) 865-3082
Fax: (416) 863-1515
Email: iaversa@airdberlis.com

Kyle Plunkett (LSUC # 61044N)
Tel: (416) 865-3406
Fax: (416) 863-1515
Email: kplunkett@airdberlis.com

Shakaira John (LSUC # 72263D)
Tel: (416) 865-4637
Fax: (416) 863-1515
Email: sjohn@airdberlis.com

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