

**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

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

FEBRUARY 13, 2019

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1.0 INTRODUCTION

Overview

- 1.1 This third report of the Receiver (the “**Third 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. 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 large pharmaceutical company and creditor of the Defendants, pursuant to section 101 of the *Courts of Justice Act* (Ontario). These proceedings commenced by AstraZeneca are referred to herein as the “**Receivership Proceedings**”.
- 1.4 The Receiver previously provided two reports to this Court:
 - (a) the First Report of the Receiver dated October 9, 2018 (the “**First Report**”), which, among other things, summarized the activities of the Receiver following its appointment pursuant to the Appointment Order; and

- (b) the Second Report of the Receiver dated November 20, 2018 (the “**Second Report**”), which, among other things, summarized the activities of the Receiver following the issuance of the First Report. A copy of the Second Report (without appendices) is attached hereto as **Appendix “A”**.

Purpose of this Third Report

1.5 This Third Report is filed in support of the Receiver’s motion seeking, among other things, an Order from this Court:

- (a) approving the sale transaction (the “**Churchill Meadows Transaction**”) contemplated by an agreement of purchase and sale between the Receiver, as seller, and Munther Shehadeh and Jolia Almalah (together, the “**CM Purchaser**”), as purchasers, dated December 25, 2018 (as amended, the “**CM Purchase Agreement**”);
- (b) approving the Receiver’s execution of the CM Purchase Agreement and authorizing the Receiver to execute all other ancillary documents and agreements required to complete the Churchill Meadows Transaction;
- (c) vesting in the CM Purchaser, Fam’s right, title and interest in and to the real property municipally known as 5045 Churchill Meadows Boulevard, Mississauga, Ontario (the “**Churchill Meadows Property**”) free and clear of all liens, charges and security interests and other encumbrances;
- (d) approving the sale transaction (the “**Hammond Transaction**” and, together with the Churchill Meadows Transaction, the “**Transactions**”) contemplated by an agreement of purchase and sale between the Receiver, as seller, and Baozhang Guo (the “**Hammond Purchaser**”), as purchaser, dated January 4, 2019 (as amended,

the “**Hammond Purchase Agreement**” and, together with the CM Purchase Agreement, the “**Purchase Agreements**”);

- (e) approving the Receiver’s execution of the Hammond Purchase Agreement and authorizing the Receiver to execute all other ancillary documents and agreements required to complete the Hammond Transaction;
- (f) vesting in the Hammond Purchaser, SRX’s right, title and interest in and to the real property municipally known as 2334 Hammond Road West, Mississauga, Ontario (the “**Hammond Property**” and, together with the Churchill Meadows Property, the “**Real Properties**”) free and clear of all liens, charges and security interests and other encumbrances;
- (g) sealing Confidential Appendix “1” and Confidential Appendix “2” (each as defined herein) until the completion of each of the respective Transactions or further Order of this Court;
- (h) approving the proposed procedure for the determination and resolution of claims filed against the Defendants (the “**Claims Process**”) as at the date of the Appointment Order and authorizing the Receiver to administer the Claims Process pursuant to and in accordance with the draft claims procedure order attached as Tab 8 to the Receiver’s Motion Record (the “**Claims Procedure Order**”);
- (i) approving the interim fees and disbursements of the Receiver for the period September 7, 2018 to January 31, 2019, and those of its legal counsel, Aird & Berlis LLP (“**A&B**”), for the period September 5, 2018 to January 25, 2019;
- (j) approving the Receiver’s Interim Statement of Receipts and Disbursements for the period September 11, 2018 to February 6, 2019; and

(k) approving the activities of the Receiver since the date of the Second Report, November 20, 2018, to the date of this Third Report.

1.6 In preparing this Third Report, the Receiver has relied upon the Defendants' books and records that could be located by the Receiver, unaudited and draft financial information available, certain financial information obtained by third parties, and discussions with various individuals (collectively, the "**Information**"). Since the time of its appointment, the Receiver has had no communication or otherwise with management or any employees of any of the corporate Defendants. The Receiver has had no meaningful communication with Sadek or Fam. 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.

1.7 This Third Report has been prepared for the use of this Court to provide general information and an update relating to these Receivership Proceedings for the purpose of assisting the Court in making a determination as to whether to approve the relief sought in the Receiver's Notice of Motion dated February 13, 2019. This Third 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 Third Report contrary to the provisions of this paragraph.

- 1.8 Capitalized terms used but not defined in this Third Report shall have the meaning ascribed to them in the Appointment Order, the First Report or the Second Report, as applicable. All references to dollars are in Canadian currency unless otherwise noted.
- 1.9 In accordance with the Appointment Order, copies of materials and prescribed notices delivered and/or filed in these Receivership Proceedings are available on the Receiver's Case Website at: www.alvarezandmarsal.com/mdhealth.

2.0 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 First Report.
- 2.2 The two individual Defendants, namely, Sadek and Fam, are spouses and, as of the date of this Third Report, the Receiver understands that Sadek does not reside in the country.
- 2.3 Since the filing of the Second Report, Fam has returned to Canada, and the Receiver understands that she has forfeited her passport to the Court in accordance with the August 9th Order, which was granted in the context of the Mareva proceedings.
- 2.4 The Defendant, St. Maharial Pharmacy Inc., which carried on business as MD Health Pharmacy (“**MD Health**”), was incorporated under the laws of the Province of Ontario on October 28, 2008. Sadek is listed as the sole director and officer. Sadek and Fam both worked as pharmacists at MD Health. The pharmacy operated from leased premises located in Brampton, Ontario.
- 2.5 Sadek is also an officer and director of the following additional Defendants, each of which is a corporation incorporated under the laws of the Province of Ontario:
 - (a) Shepherd RX Pharmacy Inc. (“**Shepherd RX**”), which was incorporated on September 12, 2011;
 - (b) St. Maharial Clinic Inc. (“**SMC**”), which was incorporated on October 21, 2016;
and
 - (c) SRX, which was incorporated on September 18, 2017.

2.6 At the time of the Appointment Order, none of the corporate Defendants were operational and/or carrying on business.

Overview of the Mareva Proceedings

2.7 As described in the AstraZeneca Motion Materials, AstraZeneca is an Ontario biopharmaceutical distribution company. Between June 2017 and March 2018, it is alleged that AstraZeneca paid MD Health approximately \$7.73 million on the basis that Sadek and Fam had filled approximately 7,980 prescriptions for AstraZeneca medications.

2.8 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.

2.9 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.

2.10 As at the date of this Third 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. A copy of the issued and entered judgment is attached hereto as **Appendix “B”**.

2.11 Since the Receiver’s last attendance before the Court, Fam returned to Ontario and made herself available to cross-examinations by legal counsel to AstraZeneca, in order to comply with the Mareva Orders. The Receiver is also aware that Fam’s legal counsel, O’Connor MacLoed Hanna LP (“**OMH LLP**”), has now moved to set aside the noting in default of Fam, and a return date for this motion has been scheduled for April 17, 2019. 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. A copy of the Endorsement of the Honourable Justice Conway dated February 7, 2019 is attached hereto as **Appendix “C”**.

Update on the Receivership Proceedings

2.12 On October 17, 2018, this Court issued an Order (the “**October 17 Order**”) amending and restating the Appointment Order, to, among other things, provide the Receiver with the power to cease to perform any contracts of any of the Defendants, if deemed necessary by the Receiver.

2.13 On November 29, 2018, this Court issued an Order (the “**November 29 Order**”), among other things, approving the sale of the real property municipally known as 8 Calico Court,

Halton Hills, Ontario. A copy of the October 17 Order and the November 29 Orders are attached hereto as **Appendices “D” and “E”**.

- 2.14 The Receiver is now seeking Court approval of the Sale Transactions in respect of the remaining, known, Domestic Property.

3.0 RECEIVER'S ACTIVITIES TO DATE

3.1 Since the date of the Second Report, the Receiver has continued its efforts to realize on the Domestic Property. The Receiver's activities since its Second Report include, among other things, the following:

- (a) liaising and coordinating with the financial institutions who maintained the Defendants' bank accounts to: (A) transfer any Domestic Property to the Receiver's trust account; and (B) provide account statements and other documentation relating to the Defendants' bank account activity;
- (b) liaising with the Ontario College of Pharmacists ("OCP") with respect to the OCP's enforcement proceedings relating to certain of the Defendants;
- (c) liaising with the Real Properties Broker (as defined below) and reviewing multiple offers with respect to the sale of the Churchill Meadows Property and the Hammond Property;
- (d) reviewing the books and records obtained or discovered by the Receiver relating to the Defendants;
- (e) liaising with the Receiver's insurance broker on insurance matters;
- (f) marketing and realizing on the Domestic Property as described in Section 4.0 below;
- (g) making enquiries with various parties with respect to certain Foreign Property as described in Section 5.0 below;
- (h) corresponding and meeting with the Receiver's legal counsel, A&B, with respect to administration and general receivership matters, including liaising and addressing queries and requests for information from stakeholders;

- (i) responding to requests from OMH LLP regarding: (A) the release of personal items belonging to Fam located at the Mississauga Property; (B) scheduling appointments to vary the Appointment Order; and (iii) the return of certain information in the possession of the Receiver relating to Fam;
- (j) corresponding with AstraZeneca's legal counsel, Blake Cassels & Graydon LLP ("**Blakes**"), with respect to general receivership matters and information requests;
- (k) coordinating the posting of relevant documents to the Case Website; and
- (l) responding to stakeholders and other enquiries.

3.2 Additional activities with respect to the Domestic Property and other matters are described in more detail below.

Hammond Property

3.3 As described in the First Report, on September 11, 2018, the Receiver secured the Hammond Property and began preparing the property for sale. The Receiver's activities at this property since the date of the Second Report include, among other things, the following:

- (a) attending at the residence on a regular basis to inspect the premises and ensure that the property is secure;
- (b) evaluating offers and proposals received from prospective purchasers and corresponding with Re/Max Realtron Realty Inc. (the "**Real Properties Broker**"), the real estate broker engaged by the Receiver to list the Real Properties, with respect to such offers and proposals; and
- (c) arranging for up-keep and maintenance to be conducted at the residence, as required.

Churchill Meadows Property

3.4 As described in the First Report, on September 11, 2018, the Receiver secured the Churchill Meadows Property. The Receiver's activities at the Churchill Meadows Property since the date of the Second Report include, among other things, the following:

- (a) evaluating offers and proposals received from prospective purchasers and corresponding with the Real Properties Broker with respect to such offers and proposals; and
- (b) communicating with the tenants residing at the Churchill Meadows Property with respect to lease payments, the sales process for the property, and their obligations pursuant to a lease agreement entered into by Fam and the tenants prior to the Receiver's appointment.

8 Calico Court, Halton Hills, Ontario (the "Georgetown Property")

3.5 As described in the First Report, on September 21, 2018, the Receiver secured the Georgetown Property. As described in the Second Report, the Receiver entered into an agreement of purchase and sale to sell this property to a purchaser. The transaction was approved by this Court on November 29, 2018 and, subsequently, closed on November 30, 2018. The Receiver filed a Receiver's Certificate with the Court on December 3, 2018.

Georgetown Pre-Construction Property (the "Pre-Construction Property")

3.6 As described in the Receiver's Second Report, on August 28, 2017, Fam entered into an agreement of purchase and sale (the "**Pre-Construction APS**") for the purchase of a previously unknown pre-construction property located in Georgetown, Ontario (in addition to the Georgetown Property). The Pre-Construction Property is part of a new home development being developed by Remington Georgetown Inc. ("**Remington**"). Based on

the accounting provided by Remington to the Receiver, a total of approximately \$519,000 was paid to Remington (the “**Pre-Construction Deposit**”) with respect to: (i) purchaser deposits of \$495,000; and (ii) purchased extras of approximately \$24,000.

- 3.7 Settlement discussions culminated in an agreement with Remington, whereby Remington agreed to return to the Receiver \$350,044.14 of the Pre-Construction Deposit in full and final satisfaction of any and all claims between the parties in connection with the Pre-Construction APS.
- 3.8 Subsequent to the issuance of the Second Report, the Receiver and Remington formalized the settlement agreement and Remington issued a certified cheque to the Receiver in the amount of \$350,044.14.

Additional Stakeholders

- 3.9 As previously reported to the Court, the Receiver has maintained communication with certain of the Defendants secured creditors and judgment creditors, namely, CWB and McKesson, through their respective legal counsel, in order to keep them abreast of the Receivership Proceedings generally.
- 3.10 Since its last attendance before this Court, the Receiver has also been able to confirm from Kohl & Frisch Limited, a PPSA registrant of certain of the Defendants, that no indebtedness is owing to it by any of the Defendants.
- 3.11 In section 8.0 of the First Report, the Receiver noted that SRX had paid certain Retainer Funds to BM in connection with certain legal services purportedly rendered by BM to certain of the Defendants in connection with the Mareva proceedings. Pursuant to the October 17 Order, BM returned \$53,201.95 of the BM Funds to the Receiver. The balance of the BM Funds, being \$96,798.05, remain subject to a freezing order.

4.0 REALIZATION EFFORTS

The Real Properties and the Sales Process (the “Real Properties Sales Process”)

- 4.1 As described in the First Report, the Receiver engaged the Real Properties Broker to list the Real Properties.
- 4.2 The Hammond Property was listed for sale on September 27, 2018 and the Churchill Meadows Residence was listed for sale on November 14, 2018. The Receiver and the Real Properties Broker evaluated a number of offers and proposals as they were received for the Real Properties.

Hammond Property

- 4.3 On January 4, 2019, the Receiver entered into the Hammond Purchase Agreement for the sale of the Hammond Property to the Hammond Purchaser. The offer received from the Hammond Purchaser represented the best offer received for the property at that time.
- 4.4 The only remaining conditions to close the Hammond Transaction pursuant to the Hammond Purchase Agreement are: (i) the Court granting the proposed Approval and Vesting Order; and (ii) the receipt by the Receiver of the balance of the purchase price. The Hammond Transaction is currently scheduled to close on March 14, 2019. A copy of the redacted Hammond Purchase Agreement is attached hereto as **Appendix “F”** and a copy of the unredacted Hammond Purchase Agreement is attached hereto as **Confidential Appendix “1”**.
- 4.5 Based on the current market for comparable homes in the Mississauga, Ontario area, discussions with the Real Properties Broker, and the extensive marketing of the property over the three-month period, the Receiver believes that the purchase price contemplated in the Hammond Purchase Agreement represents a fair price for the Hammond Property.

- 4.6 For the reasons set out above, the Receiver is of the view that the Hammond Transaction is fair and reasonable in the circumstances.
- 4.7 The Receiver is requesting that the commercial terms of the Hammond Purchase Agreement be redacted and sealed until the completion of the Hammond Transaction, as the Hammond Purchase Agreement contains confidential and commercially sensitive information that could prejudice the Defendants' stakeholders, particularly if the Hammond Transaction does not close.

Churchill Meadows Property

- 4.8 On December 25, 2018, the Receiver entered into the CM Purchase Agreement for the sale of the Churchill Meadows Property to the CM Purchaser. The offer received from the CM Purchaser represents the best offer received for the property.
- 4.9 The only remaining conditions to close the CM Transaction pursuant to the CM Purchase Agreement are: (i) the Court granting the proposed Approval and Vesting Order; (ii) following Court approval, confirmation that the CM Purchaser has delivered the prescribed N12 form to the tenant of the Churchill Meadows Property pursuant to the *Residential Tenancies Act* (Ontario); and (iii) the receipt by the Receiver of the balance of the purchase price. The CM Transaction is currently scheduled to close on July 3, 2019. A copy of the redacted CM Purchase Agreement is attached hereto as **Appendix "G"** and a copy of the unredacted CM Purchase Agreement is attached hereto as **Confidential Appendix "2"**.
- 4.10 Based on the current market for comparable homes in the Mississauga, Ontario area, discussions with the Real Properties Broker, and the extensive marketing of the property over the six-week period, the Receiver believes that the purchase price contemplated in the CM Purchase Agreement represents a fair price for the Churchill Meadows Property.

- 4.11 For the reasons set out above, the Receiver is of the view that the CM Transaction is fair and reasonable in the circumstances.
- 4.12 The Receiver is requesting that the commercial terms of the CM Purchase Agreement be redacted and sealed until the completion of the CM Transaction, as the CM Purchase Agreement contains confidential and commercially sensitive information that could prejudice the Defendants' stakeholders, particularly if the CM Transaction does not close.
- 4.13 As previously mentioned in the Receiver's reports to the Court, the Churchill Meadows Property is currently occupied by tenants, one of which the Receiver understands is Fam's previous housekeeper. The tenants have indicated to the Receiver that they desire to remain in the property until the expiry of the term of the lease agreement, which is set to expire on July 1, 2019. The Receiver understands that the CM Purchaser intends to live in the Churchill Meadows Property upon closing the transaction and, as such, it is condition to closing that the CM Purchaser deliver the prescribed notice to the tenants in order to terminate the lease arrangement upon the expiry of the existing lease term.

5.0 FOREIGN PROPERTY

Aruba Condominiums

- 5.1 As described in the First Report, the Receiver identified certain documentation that indicated Sadek had entered into agreements of purchase and sale for two pre-construction condominiums located in Aruba. Total deposits paid for the two condominiums total approximately USD \$694,000.
- 5.2 On September 19, 2018, A&B wrote to the developer, Poundwise Investments & Development VBA, and its legal counsel, to inform them of the Receivership Proceedings, and to request that no actions be taken with respect to the units or agreements without advance written notice to the Receiver. As at the date of this Third Report, the Receiver has not received any response from any party with respect to this Foreign Property.
- 5.3 As of the date hereof, the Receiver understands that AstraZeneca has commenced recognition proceedings in respect of the Mareva Orders and is pursuing judgment against the applicable Defendants in Aruba. It is anticipated that AstraZeneca will deal with the Aruba deposits within its foreign proceedings in Aruba. The Receiver, through its legal counsel, A&B, will continue its dialogue with Blakes and will report to the Court as further information becomes available.

Other

- 5.4 The Receiver has not received or obtained any additional information or response pertaining to Foreign Property since the date of the Second Report. The Receiver will report to the Court as the investigations evolve and further information becomes available.

6.0 PROPOSED CLAIMS PROCEDURE ORDER

- 6.1 It is anticipated that there will be funds available for distribution to creditors of the Defendants. The Claims Process set out in the proposed Claims Procedure Order is designed to establish the value of claims as against the Defendants as at the date of the Appointment Order.
- 6.2 Capitalized terms used but not defined in this section of the Third Report have the meaning ascribed to them in the proposed Claims Procedure Order.
- 6.3 Key dates for the truncated Claims Process are set out below:

Timeframe	Activity
March 1, 2019	<ul style="list-style-type: none">• Scheduled date for the hearing of the motion seeking the proposed Claims Procedure Order
No later than March 8, 2019	<ul style="list-style-type: none">• Claims Packages are to be mailed to each party on the Service List, each party who has requested a Claims Package and all other Known Creditors• A Notice to Creditors is to be published in <i>The Globe and Mail, National Edition</i>
April 15, 2019	<ul style="list-style-type: none">• Claims Bar Date for filing of all Claims

Proposed Claims Process

- 6.4 A description of the proposed Claims Process is summarized below, the complete details of which are set out in the draft Claims Procedure Order attached at Tab 8 to the Receiver's Motion Record;

Notices

- (a) on or before March 5, 2019, post a copy of this Order (together with all Schedules) on the Case Website;

- (b) on or before March 8, 2019, 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 and cause to be published the Notice to Creditors in *The Globe and Mail, National Edition*;
- (c) 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;

Deadline for Filing Claims

- (d) 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 April 15, 2019 (the “**Claims Bar Date**”);
- (e) any Creditor that does not file its Claim with the Receiver on or before the Claims Bar Date will have its Claim forever barred and extinguished, unless otherwise ordered by the Court and not be entitled to any further notice of these proceedings or to any distribution in the Receivership Proceedings;

Determination of Claims

- (f) 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;

- (g) 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 the Business Day which is 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; and
- (h) 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.

7.0 PROFESSIONAL FEES AND DISBURSEMENTS

- 7.1 The Fee Affidavit of Alan J. Hutchens sworn February 7, 2019 (the “**Hutchens Affidavit**”) attests to the fees and disbursements of the Receiver for the period September 7, 2018 to January 31, 2019, in the amount of \$241,693.96, including disbursements and HST. A copy of the Hutchens Affidavit is attached hereto as **Appendix “H”**.
- 7.2 The Receiver believes that the statements of account attached to the Hutchens Affidavit accurately reflect the work that was done in connection with this matter and that all of the time spent by the Receiver was reasonable and necessary.
- 7.3 The Fee Affidavit of Ian Aversa sworn February 12, 2019 (the “**Aversa Affidavit**”) attests to the fees and disbursements of A&B for the period September 5, 2018 to January 25, 2019, in the amount of \$187,221.06, including disbursements and HST. A copy of the Aversa Affidavit is attached hereto as **Appendix “I”**.
- 7.4 The Receiver confirms that the fees and disbursements set out in the Aversa Affidavit relate to advice sought by the Receiver. Further, the hourly rates charged by A&B are consistent with the rates charged by corporate law firms practicing in the area of insolvency in the Toronto market. It is the Receiver’s view that the fees and disbursements of A&B are reasonable and appropriate in the circumstances.

8.0 RECEIVER'S RECEIPTS AND DISBURSEMENTS

8.1 A summary of the Receiver's receipts and disbursements from September 11, 2018 to February 6, 2019 is set out below:


ST. MAHARIAL PHARMACY INC. ET AL	
Receiver's Summary Receipts and Disbursements Schedule	
For the period September 11 to February 6, 2019	
RECEIPTS:	
Property Sale Proceeds	\$1,000,000.00
Company/Individual Funds	766,946.25
Return of Deposits	354,564.13
Sale of Vehicles	81,500.00
Return of Retainer Funds - Blaney McMurtry	53,201.95
Tenant Rent	8,000.00
Government of Canada cheques	5,323.80
Deposit Interest	3,625.23
Total Receipts	\$2,273,161.36
DISBURSEMENTS:	
Professional Fees	\$379,685.69
HST Paid	56,881.85
Commission on sale of property	50,000.00
Property taxes	10,761.56
Insurance	10,357.68
Maintenance / Housewares	5,965.40
Security	1,985.85
Utilities/realty taxes	1,956.58
Bank Charges	1,674.95
Receiver's Filing Fee	70.00
Total Disbursements	\$519,339.56
Net account balance	\$1,753,821.80

9.0 SUMMARY COMMENTS AND RECOMMENDATIONS

9.1 Based on the foregoing, the Receiver respectfully recommends that this Court make an order granting the relief sought in the Receiver's Notice of Motion and detailed in Section 1.5 of this Third Report.

All of which is respectfully submitted this 13th day of February, 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**

**IN THE MATTER OF SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C. 43.**

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

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

NOVEMBER 20, 2018

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1.0 INTRODUCTION

Overview

- 1.1 This second report of the Receiver (the “**Second 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 Sameh Sadek also known as Sam Sadek (“**Sadek**”), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., Shepherd RX Pharmacy Inc. 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, without security, of all the Domestic Property (as defined in the Appointment Order) of the Defendants, with certain additional powers relating to the Foreign Property (as defined in the Appointment Order) of the Defendants. The proceedings commenced by the Applicants under Section 101 of the *Courts of Justice Act* are referred to herein as the “**Receivership Proceedings**”.
- 1.3 In connection with the Receivership Proceedings, the Receiver previously provided to this Court the First Report of the Receiver (the “**First Report**”) dated October 9, 2018, which, among other things, summarized the activities of the Receiver following its appointment. A copy of the First Report (without appendices) is attached hereto as **Appendix “A”**.
- 1.4 On October 17, 2018, this Court issued an order (the “**October 17 Order**”), which, among other things:
- (a) amended and restated the Appointment Order;

- (b) approved the activities of the Receiver as set out in the First Report;
- (c) approved an agreement of purchase and sale (the “**Original Sale Agreement**”) entered into between Fam, as vendor, and Shawn Zarb, as purchaser (the “**Original Purchaser**”), dated September 17, 2018 (as amended) with respect to the property municipally known as 8 Calico Court, Halton Hills, Ontario (the “**Georgetown Property**”), and authorized the Receiver to complete the transaction contemplated by the Original Sale Agreement (the “**Original Transaction**”);
- (d) sealed the Confidential Appendix (as defined in the First Report) until the completion of the Original Transaction or further Order of this Court;
- (e) declared that all monies and assets held in TD Canada Trust (“**TD**”) account #1579-6XXXX27 (the “**TD Account**”) shall be deemed to be Domestic Property (as defined in the Appointment Order) and transferred by TD to the Receiver forthwith; and
- (f) declared certain funds held by Blaney McMurtry LLP (“**BM**”), in trust, in the amount of \$53,201.95 shall be deemed to be Domestic Property and transferred by BM to the Receiver forthwith.

A copy of the October 17 Order is attached hereto as **Appendix “B”**.

Purpose of Report

- 1.5 This Second Report is filed in support of the Receiver’s motion seeking, among other things, one or more Orders from this Court:
- (a) approving the new sale transaction (the “**Transaction**”) contemplated by the agreement of purchase and sale between the Receiver, as seller, and Summer Wind

Homes Inc., as buyer (“**Summer Homes**”), dated October 24, 2018 (the “**Purchase Agreement**”), with respect to the Georgetown Property;

- (b) approving the Receiver’s execution of the Purchase Agreement and authorizing the Receiver to execute all other ancillary documents and agreements required to complete the Transaction;
- (c) vesting in Summer Wind Developments Inc. (the “**Purchaser**”), in accordance with the written direction of Summer Homes, Fam’s right, title and interest in and to the Georgetown Property free and clear of all liens, charges and security interests and other encumbrances;
- (d) sealing the Confidential Appendix 1 (as defined herein) until the completion of the Transaction or further Order of this Court;
- (e) approving the activities of the Receiver since the date of the First Report, October 9, 2018, to the date of this Second Report; and
- (f) approving the Receiver’s Interim Statement of Receipts and Disbursements for the period September 11, 2018 to November 16, 2018.

1.6 In preparing this Second Report, the Receiver has relied upon the Defendants’ books and records that could be located by the Receiver, unaudited and draft financial information available, certain financial information obtained by third parties, and discussions with various individuals (collectively, the “**Information**”). Since the time of its appointment, the Receiver has had no communication or otherwise with management or any employees of any of the corporate Defendants. The Receiver has had no meaningful communication with Sadek or Fam. 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.

- 1.7 This Second Report has been prepared for the use of this Court to provide general information and an update relating to these receivership proceedings for the purpose of assisting the Court in making a determination as to whether to approve the relief sought in the Receiver’s Notice of Motion dated November 20, 2018. This Second 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 Second Report contrary to the provisions of this paragraph.
- 1.8 Capitalized terms used but not defined in this Second Report shall have the meaning ascribed to them in the Appointment Order or the First Report, as applicable, both of which are appended hereto for reference. All references to dollars are in Canadian currency unless otherwise noted.
- 1.9 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 BACKGROUND

- 2.1 The background with respect to the Defendants, as well as a description of the activities and circumstances leading to the appointment of the Receiver, are contained in the application record (the “**AstraZeneca Application Record**”) filed by AstraZeneca Canada Inc. (“**AstraZeneca**”) and further summarized by the Receiver in its First Report.
- 2.2 The two individual Defendants, Sadek and Fam, are spouses and, as of the date hereof, the Receiver understands that neither of Sadek and Fam are currently residing in the country.
- 2.3 St. Maharial Pharmacy Inc., which carried on business as MD Health Pharmacy (“**MD Health**”), was incorporated under the laws of the Province of Ontario on October 28, 2008. Sadek is listed as the sole director and officer. Sadek and Fam both worked as pharmacists at MD Health. The pharmacy operated from leased premises located in Brampton, Ontario.
- 2.4 Sadek is also an officer and director of the following additional Defendants, each of which is a corporation existing under the laws of the Province of Ontario:
- (a) Shepherd RX Pharmacy Inc. (“**Shepherd RX**”), which was incorporated on September 12, 2011;
 - (b) St. Maharial Clinic Inc. (“**SMC**”), which was incorporated on October 21, 2016; and
 - (c) SRX Investment Inc. (“**SRX**”), which was incorporated on September 18, 2017.
- 2.5 At the time of the Appointment Order, none of the corporate Defendants were operational and/or carrying on business.

The Mareva Orders

- 2.6 As described in the AstraZeneca Application Record, AstraZeneca is an Ontario biopharmaceutical distribution company. Between June 2017 and March 2018, it is alleged

that AstraZeneca paid MD Health approximately \$7.73 million on the basis that Sadek and Fam had filled some 7,980 prescriptions for AstraZeneca medications.

- 2.7 AstraZeneca contends that the Defendants defrauded AstraZeneca of the 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.
- 2.8 The Mareva Orders granted by the Court provided for certain injunctive relief, including:
- (a) restraining the Defendants, save 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 banks 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 detailed below.
- 2.9 As at the date of this Second Report, the Mareva Orders remain in full force and effect.
- 2.10 As of the date hereof, the Receiver understands that AstraZeneca continues to pursue judgment against the Defendants in respect of its claims.

Receivership Proceedings

- 2.11 As previously mentioned, the Appointment Order, among other things: (i) appointed A&M as Receiver, without security, of all the assets, undertakings and properties of the Defendants, including all proceeds thereof to the extent that such assets, undertakings and

properties are located in Canada (the “**Domestic Property**”); and (ii) empowered and authorized the Receiver to act in respect of all of the assets, undertakings and properties of the Defendants located outside of Canada (the “**Foreign Property**” and together with the Domestic Property, the “**Property**”), including to undertake any investigations deemed necessary by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Foreign Property, including, without limitation, the transfer of any funds of the Defendants to any related party or unrelated parties.

- 2.12 As described above, the Court issued the October 17 Order amending and restating the Appointment Order, to provide the Receiver with the power to cease to perform any contracts of any of the Defendants, if deemed necessary by the Receiver.

3.0 RECEIVER'S ACTIVITIES TO DATE

- 3.1 Since the date of the First Report, the Receiver has continued to take control of and realize on the Domestic Property. The Receiver's activities since its First Report include, among other things, the following:
- (a) liaising and coordinating with the banks who maintained the Defendants' bank accounts to: (i) transfer any Domestic Property to the Receiver's trust account; and (ii) provide account statements and other documentation relating to bank account activity;
 - (b) conducting a preliminary review of the Defendants' bank records and transfer activity;
 - (c) liaising with the Ontario College of Pharmacists ("OCP") with respect to pharmaceuticals found in a vehicle located at the Mississauga Property (as defined below);
 - (d) liaising with the Ontario College of Physicians ("OCPH") with respect to medical records located at the Pharmacy (as defined below);
 - (e) liaising with the Mississauga Properties Broker with respect to the sale of the Mississauga Property and Mississauga Semi (as such capitalized terms are defined below);
 - (f) reviewing the books and records obtained or discovered by the Receiver relating to the Defendants;
 - (g) liaising with the Receiver's insurance broker regarding various insurance matters;
 - (h) marketing and realizing on the Domestic Property of the Defendants as described in Section 4.0 below;

- (i) liaising with Stuart Budd & Sons Ltd. (“**Budds**”) with respect to the Defendants’ owned and leased vehicles;
- (j) making enquiries with various parties with respect to certain Foreign Property as described in Section 5.0 below
- (k) correspondence and discussions with the Receiver’s legal counsel, Aird & Berlis LLP (“**A&B**”), with respect to administration and general receivership matters, including liaising and addressing queries and requests for information from stakeholders;
- (l) correspondence with AstraZeneca’s legal counsel, Blake Cassels & Graydon LLP (“**Blakes**”), with respect to receivership matters;
- (m) coordinating the posting of relevant documents to the Case Website; and
- (n) responding to stakeholders and other enquiries.

3.2 Additional activities with respect to the Domestic Property as well as other matters are described in more detail below:

The Pharmacy – MD Health

3.3 As described in the First Report, the Receiver attended and supervised the removal of pharmaceuticals and patient records from the Pharmacy by the OCP and, on October 2, 2018, the Pharmacy Landlord issued a notice of termination to St. Maharial Pharmacy Inc. and Sadek for non-payment of rent, effectively terminating the lease arrangement.

3.4 Notwithstanding the termination, the Receiver continued to liaise with representatives from Orion Group Properties Ltd. (the “**Property Manager**”) and the medical doctors who previously worked at the clinic (collectively, the “**Medical Doctors**”) to coordinate the transfer of medical patient records and files to the Medical Doctors. Over a three-week period, the Receiver supervised the removal of these records from the Pharmacy. On

October 23, 2018, the Medical Doctors advised the Receiver and the Property Manager that all patient records had been removed and/or destroyed pursuant to OCPH guidelines.

2334 Hammond Road, Mississauga, Ontario (the "Mississauga Property")

- 3.5 As described in the First Report, on September 11, 2018, the Receiver secured the Mississauga Property and began preparing the property for sale. The Receiver's activities at this property since the date of the First Report include, among other things, the following:
- (a) attending at the residence on a regular basis to inspect the premises and ensure that the property is secure;
 - (b) evaluating offers and proposals received from prospective purchasers and corresponding with Re/Max Realtron Realty Inc. (the "**Mississauga Properties Broker**"), the real estate broker engaged by the Receiver to list the Mississauga Properties, with respect to such offers and proposals;
 - (c) corresponding with Fam's legal counsel with respect to personal property located at the Mississauga Property and identified by Fam as items she wished to retrieve. The Receiver evaluated the value of these items and determined it was reasonable to coordinate their retrieval. On November 9 and 12, 2018, the Receiver attended at the Mississauga Property for the transfer of Fam's personal property to her designated agent. An Acknowledgement and Release of Personal Items (the "**Acknowledgement**") was signed and provided to the Receiver to evidence the returned items. A copy of the Acknowledgement signed by Fam's agent is attached hereto as **Appendix "C"**; and
 - (d) arranging for up-keep and maintenance to be conducted at the residence, as required.

5045 Churchill Meadows Boulevard, Mississauga, Ontario (the “Mississauga Semi” and together with the Mississauga Property, the “Mississauga Properties”)

3.6 As described in the First Report, on September 11, 2018, the Receiver secured the Mississauga Semi. The Receiver’s activities at the Mississauga Semi since the date of the First Report include, among other things, the following:

- (a) attending the residence to inspect the premises;
- (b) evaluating offers and proposals received from prospective purchasers and corresponding with the Mississauga Properties Broker with respect to such offers and proposals; and
- (c) communicating with the tenants residing at the Mississauga Semi with respect to lease payments, the sales process for the property, and their obligations pursuant to the lease agreement entered into by Fam and the tenants prior to the Receiver’s appointment.

The Georgetown Property

3.7 As described in the First Report, on September 21, 2018, the Receiver secured the Georgetown Property. The Receiver’s activities at this property since the date of the First Report include, among other things, the following:

- (a) attending at the residence to inspect the premises and ensure that the property is secure;
- (b) communicating with the real estate broker engaged by Fam to sell the property (as described in more detail in Section 4.0 below) prior to the Receiver’s appointment, and as detailed in the First Report;

- (c) communicating with the Original Purchaser and his counsel with respect to the Original Transaction that ultimately did not close for the reasons set out below;
- (d) entering into the Purchase Agreement with Summer Homes (as described in more detail in Section 4.0 below); and
- (e) communicating with the Purchaser with respect to the Receiver's intention to close the transaction and obtain Court approval of the Transaction.

3.8 As will be discussed in more details below, the Original Purchaser failed to secure sufficient financing to satisfy the purchase price at the time of closing under the Original Purchase Agreement, constituting a breach by the Original Purchaser thereunder. However, after expeditiously negotiating a new transaction and entering into the new Purchase Agreement, the Receiver and the Original Purchaser agreed to mutually terminate the Original Sale Agreement. A Mutual Release was subsequently executed by the parties.

Georgetown Pre-Construction Property (the "Pre-Construction Property")

3.9 Following its investigations into the affairs of the Defendants, the Receiver discovered and subsequently confirmed with the counterparty, that on August 28, 2017, Fam entered into an agreement of purchase and sale (the "**Pre-Construction APS**") for the purchase of a previously unknown pre-construction property located in Georgetown, Ontario (in addition to the Georgetown Property). The Pre-Construction Property is part of a new home development being developed by Remington Georgetown Inc. ("**Remington**"). The Receiver notes that on certain addendums to the Pre-Construction APS, SRX has been noted as the purchaser. The scheduled closing date for this property was October 2019.

3.10 Based on the accounting provided by Remington to the Receiver, to date, a total of approximately \$519,000 was paid to Remington (the "**Pre-Construction Deposit**") with

respect to: (i) purchaser deposits of \$495,000; and (ii) purchased extras of approximately \$24,000.

- 3.11 The Receiver notified Remington in writing that it intended to immediately terminate the Pre-Construction APS and requested the return of the Pre-Construction Deposit, net of any out-of-pocket costs incurred by Remington to date. Remington, in turn, claimed that it had a contingent damages claim as against Fam (or SRX) on account of Fam breaching the terms of the Pre-Construction APS.
- 3.12 Following investigations and exchanges between the parties legal counsel, the Receiver and Remington entered into settlement discussions with respect to the return of the Pre-Construction Deposit.
- 3.13 The settlement discussions have culminated in an agreement in principal with Remington, and the parties have now settled on a form of settlement agreement, pending the receipt of the signature pages, whereby Remington has agreed to return to the Receiver \$350,044.14 of the Pre-Construction Deposit in full and final satisfaction of any and all claims between the parties in connection with the Pre-Construction APS.

Canada Revenue Agency (Potential Priority Claims)

- 3.14 Subsequent to the First Report, the Receiver continued to correspond with the Canada Revenue Agency (“CRA”) with respect to outstanding liabilities and returns not filed by the Defendants. The CRA has provided the following additional information:
- (a) the amount owing by MD Health with respect to unremitted source deductions is \$18,689.44 (\$6,489.14 deemed trust and \$12,200.30 unsecured);
 - (b) the amount owing by SMC with respect to unremitted source deductions is \$9,596.28 (\$6,426.57 deemed trust and \$3,169.71 unsecured); and

- (c) the amount owing by Sadek for personal income and GST/HST accounts totals \$841.17 (all unsecured).

In addition, a number of nil income and GST/HST tax returns have not been filed by the Defendants and remain outstanding.

- 3.15 With respect to the letter dated January 5, 2018, described in the First Report, sent by the CRA to Fam advising her of an outstanding GST/HST assessment against Shephard RX in the amount of \$184,340.14, the CRA has advised the Receiver that Fam subsequently responded to the CRA with additional information and the assessment was voided.

Additional Stakeholders

- 3.16 Since the First Report, the Receiver has been contacted by additional stakeholders asserting claims as against the Defendants, including (i) two other large pharmaceutical companies alleging that the Defendants submitted false claims for non-existent prescriptions, for which funds were paid back to the Defendants; and (ii) McKesson Canada Corporation (“**McKesson**”), who has a PPSA registration against St. Maharial Pharmacy Inc. dba MD Health Pharmacy on account of inventory. The Receiver has also been provided with a copy of a Judgment in favour of McKesson in the amount of \$70,476.27 (plus costs in the amount of \$1,130.00) and an Inventory Security Agreement granted by St. Maharial Pharmacy Inc. in favour of McKesson. The Receiver is reviewing these materials with its legal counsel, A&B, and will provide an update to the Court with respect to the foregoing in due course.

4.0 REALIZATION EFFORTS

The Mississauga Properties and the Sales Process (the “Mississauga Properties Sales Process”)

- 4.1 As described in the First Report, the Receiver engaged the Mississauga Properties Broker to list the Mississauga Properties.
- 4.2 Both real properties are currently listed and available for sale. The Receiver and the Mississauga Properties Broker continue to evaluate offers and proposals as they are received.

Georgetown Property

- 4.3 As described in the First Report, the Georgetown Property is a new-build residential home located in a new housing development in Georgetown, Ontario. The home is approximately 2,500 to 3,000 square feet with four bedrooms and four bathrooms, located on a 36 x 117 foot lot.
- 4.4 The Georgetown Property had been listed for sale by Intercity Realty Brokerage Inc. (the “Georgetown Broker”). The Georgetown Broker provided the Receiver with a copy of: (i) a signed listing agreement dated August 28, 2018; (ii) copies of the property listing; and (iii) the Original Sale Agreement. The Original Sale Agreement was entered into on Fam’s behalf by Mr. Pierre Sadek, Fam’s power of attorney. The Original Transaction was scheduled to close on October 18, 2018.
- 4.5 On October 6, 2018, A&B received an email from the Original Purchaser, advising it and the Receiver that the financing condition had not been waived by the Original Purchaser and, as such, requesting the return of the deposit currently being held in trust by the Georgetown Broker. Contrary to the Original Purchaser’s assertions regarding the waiver of the financing condition, the Receiver is in receipt of a signed waiver from the Original

Purchaser confirming that this condition was waived. The Receiver responded to both the Original Purchaser and the Georgetown Broker accordingly, including reserving its rights and remedies under the Original Sale Agreement in the event that the Original Purchaser failed to close the Original Transaction in accordance with the terms of the Original Sale Agreement.

- 4.6 The Receiver was subsequently advised that the Original Purchaser was willing to close the Original Transaction and proceeded to seek Court approval of same. The October 17 Order approved the Sale Agreement and authorized the Receiver to close the Original Transaction. On October 18, 2018, the Original Purchaser advised the Receiver that he had failed to secure sufficient financing to satisfy the purchase price and was unable to close the Original Transaction.
- 4.7 After notifying the Original Purchaser and the Georgetown Broker of the breach, the Receiver discussed its options with the Georgetown Broker, including alternative purchasers. At this time, the owner of the Georgetown Broker expressed an interest in purchasing the Georgetown Property under the same terms as the Original Purchase Agreement.
- 4.8 After being advised that the Original Purchaser was not in a position to close, the Receiver negotiated a new transaction whereby the Purchaser (which is ultimately owned by the owner of the Georgetown Broker) would acquire the Georgetown Property on essentially identical terms as those agreed to under the Original Purchase Agreement. The Purchase Agreement contemplates that the Receiver will complete the Transaction and the Georgetown Property will be vested in the Purchaser. As part of the new Transaction, the

Receiver agreed to enter into a mutual release with the Original Purchaser pursuant to which the parties agreed to mutually terminate the Original Sale Agreement.

- 4.9 The only remaining conditions under the Purchase Agreement are: (i) the Court granting the proposed Approval and Vesting Order; and (ii) receipt by the Receiver of the balance of the purchase price. The Transaction is currently scheduled to close on November 30, 2018. A copy of the redacted Purchase Agreement is attached as **Appendix "D"** and a copy of the unredacted Purchase Agreement is attached as **Confidential Appendix "1"**;
- 4.10 The terms and purchase price under the Purchase Agreement mirror those under the Original Purchase Agreement, and based on the current market for comparable homes in the Georgetown area and discussions with the Mississauga Properties Broker, the purchase price contemplated by the Purchase Agreement represents a fair price for the Georgetown Property.
- 4.11 For the reasons set out above, the Receiver is of the view that the Transaction is fair and reasonable in the circumstances.
- 4.12 The Receiver is requesting that the commercial terms of the Purchase Agreement be redacted and sealed until the completion of the Transaction, as the Purchase Agreement contains confidential and commercially sensitive information that could prejudice the Defendants' stakeholders, particularly if the Transaction does not close.

Motor Vehicles

- 4.13 As described in the First Report, the Receiver secured three vehicles located at the Mississauga Property. Upon review of documentation found inside the residence at the Mississauga Property and correspondence with Budds, the Receiver confirmed that: (i) Fam owned two of the vehicles, a 2018 Land Rover and a 2015 Mini; and (ii) SRX leased

the third vehicle, a BMW X4, from Budds. As previously mentioned in the First Report, Budds registered a PPSA financing statement against the aforementioned Defendants.

- 4.14 The Receiver undertook a limited sale process for the two owned vehicles. After review of the bids received from various parties, the 2018 Land Rover was sold for \$71,000 and the 2015 Mini was sold for \$10,500 to the highest bidding party.
- 4.15 The Receiver undertook a review of the sale value of the BMW X4 and determined that there was limited equity value in the lease. On October 22, 2018, Budds repossessed the BMW X4 and signed a release wherein they agreed that should any realizations received by Budds exceed the buy-out value of the lease, such proceeds will be returned to the Receiver.

Daniel Sadek Account

- 4.16 In accordance with the October 17 Order, all assets held in the TD Account were deemed to be Domestic Property and transferred by TD to the Receiver. On October 23, 2018, TD complied with the October 17 Order and \$140,946.10 was received by the Receiver and the TD Account was subsequently closed.

BM Retainer Funds Held in Trust

- 4.17 In accordance with the October 17 Order, certain funds held by BM, in trust, were deemed to be Domestic Property and transferred by BM to the Receiver. On October 18, 2018, BM complied with the October 17 Order and \$53,201.95 was received by the Receiver.

5.0 FOREIGN PROPERTY

Aruba Condominiums

- 5.1 As described in the First Report, the Receiver identified certain documentation that indicated Sadek had entered into agreements of purchase and sale for two pre-construction condominiums located in Aruba. Total deposits paid for the two condominiums total approximately USD \$694,000.
- 5.2 On September 19, 2018, A&B wrote to the developer, Poundwise Investments & Development VBA, and its legal counsel to inform them of the Receivership Proceedings, and to request that no actions be taken with respect to the units or agreements without advance written notice to the Receiver. As at the date of this Second Report, the Receiver has not received any response from any party with respect to this Foreign Property.

Dominican Republic Transfers

- 5.3 As described above, the Receiver has undertaken a preliminary review of the Defendants' bank records and transfer activity. The Receiver identified two wire transfers made to Gratereaux Delva & Assoc. ("**Gratereaux**"), a law firm based in the Dominican Republic. Details of these two transfers are: (i) a wire transfer from MD Health in the amount of USD\$138,250 on August 29, 2017; and (ii) a wire transfer from SRX in the amount of USD\$166,625.44 on April 30, 2018.
- 5.4 On October 16, 2018, A&B sent a letter to Gratereaux (the "**October 16 Letter**") advising of the Receivership Proceedings and requesting that Gratereaux provide information and details with respect to these transfers.

- 5.5 As at the date of this Second Report, Gratereaux has acknowledged receipt of the October 16 Letter, but has not provided any formal response or any of the additional information requested.

Classic Rock Coffee Co. ("CR Coffee")

- 5.6 The Receiver also identified a wire transfer made to CR Coffee, a franchisor of specialty branded coffee shops based in Springfield, MO. The wire transfer identified was from SRX in the amount of USD\$175,500 on August 3, 2018.

- 5.7 On October 17, 2018, the Receiver sent a letter to CR Coffee advising of the Receivership Proceedings and requesting that CR Coffee provide information and details with respect to these transfers.

- 5.8 CR Coffee responded on October 22, 2018, advising the Receiver that:

“The funds were paid for their master franchise rights in Egypt and the funds have been applied towards their franchise fees. If they have further questions, you will need to contact our attorney directly.”

- 5.9 On October 23, 2018, A&B sent a letter to CR Coffee’s attorneys requesting documentation and additional information with respect to the transfers. On November 1, 2018, CR Coffee’s attorney’s responded that unless and until a recognition of the Appointment Order is provided from a governing court or municipality to which CR Coffee may be subject, they are not willing to provide any additional information.

Other

- 5.10 The Receiver continues to investigate and make enquiries with respect to other Foreign Property that may be in possession of the Defendants. The Receiver will report to the Court as the investigations evolve and further information becomes available.

6.0 RECEIVER'S RECEIPTS AND DISBURSEMENTS

6.1 A summary of the Receiver's receipts and disbursements from September 11, 2018 to November 16, 2018 is set out below:

ST. MAHARIAL PHARMACY INC. ET AL	
Receiver's Summary Receipts and Disbursements Schedule For the period September 11 to November 16, 2018	
RECEIPTS:	
Company/Individual Funds	\$766,873.05
Sale of Vehicles	81,500.00
Return of Retainer Funds - Blaney McMurtry	53,201.95
Tenant Rent	6,000.00
Deposit Interest	663.46
Total Receipts	\$908,238.46
DISBURSEMENTS:	
Professional Fees	153,622.11
HST Paid	20,957.78
Maintenance / Housewares	5,965.40
Insurance	4,803.44
Security	1,865.85
Bank Charges	1,657.95
Receiver's Filing Fee	70.00
Total Disbursements	\$188,942.53
Net Account Balance	\$719,295.93


6.2 To date, the Receiver has collected funds from the Defendants' accounts that were held at TD, Simplii Financial and HSBC Bank Canada.

7.0 SUMMARY COMMENTS AND RECOMMENDATIONS

7.1 Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief sought in the Receiver's Notice of Motion and detailed in Section 1.5 of this Second Report.

All of which is respectfully submitted this 20th day of November, 2018.

**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**

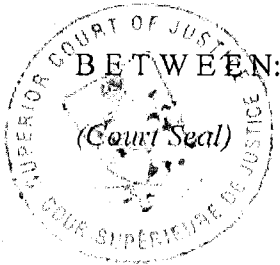
Per: 
Alan J. Hutchens
Senior Vice-President

Tab B

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE *me*)
JUSTICE *T. McGowan*)

MONDAY, THE *11th*
DAY OF FEBRUARY, 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

JUDGMENT

THIS MOTION for Judgment made by the Plaintiff AstraZeneca Canada Inc. (“AstraZeneca Canada”) was heard this day at the court house, 330 University Avenue, Toronto, Ontario, M5G 1R8.

ON READING the Motion Record of AstraZeneca Canada dated January 31, 2019, and on hearing the submissions of its lawyers,

1. **THIS COURT ORDERS AND ADJUDGES** that the defendants Sameh Sadek also known as Sam Sadek, St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc., and Shepherd Rx Pharmacy Inc. (herein, the “**Defendants**”) are jointly

and severally liable to, and shall pay to, AstraZeneca Canada the sum of \$7,419,930.92 in compensatory damages.

2. **THIS COURT DECLARES** that the sum of \$7,367,862.29 (the “**Misappropriated Funds**”) paid to the defendant St. Maharial Pharmacy Inc. dba MD Health Pharmacy for reimbursement claims it made in respect of AstraZeneca Canada products under the RxHelpOne and innoviCares programs, and any and all proceeds traceable thereto, are impressed with a constructive trust in favour of AstraZeneca Canada.

3. **THIS COURT ORDERS AND ADJUDGES** that AstraZeneca Canada is entitled to an equitable tracing order to permit it to obtain further information about how the Misappropriated Funds were used, and to assist in their recovery.

4. **THIS COURT ORDERS AND ADJUDGES** that the defendant Sameh Sadek aka Sam Sadek is liable to and shall pay to AstraZeneca Canada \$150,000 in punitive damages.

5. **THIS COURT ORDERS AND ADJUDGES** that the Defendants are jointly and severally liable to and shall pay to AstraZeneca Canada its full indemnity costs of this action in the sum of
\$ 559,316.95

6. **THIS COURT ORDERS AND ADJUDGES** that pre-judgment interest is payable by the Defendants to AstraZeneca Canada on the compensatory damages set out in paragraph 1 of this Order calculated from March 17, 2018 to the date of this Judgment in the total amount of \$100,931.39.

7. **THIS COURT ORDERS AND ADJUDGES** that 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 (collectively, the “**Receivership Order**”), including the continuation of the Mareva Orders (as defined therein), remains in full force and effect.

8. **THIS COURT ORDERS** that AstraZeneca Canada’s motion for judgment as against the defendant Lilian Fam is adjourned *sine die*.

THIS JUDGMENT BEARS INTEREST at the rate of 3% per annum commencing on the date of this judgment.



Justice _____

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

FEB 11 2019

PER / PAR: 

ASTRAZENECA CANADA INC. -and- SAMEH SADEK also known as SAM
SADEK et al.

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

Plaintiff

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

JUDGMENT

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9

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Lawyers for the plaintiff

Tab C

COUNSEL SLIP

Court File No CV-18-602745-0004

Date Feb. 7/19
No. On List 1

Astraneca Canada Inc.

Title of Proceeding

Counsel for:

Plaintiff(s)
Applicant(s)
Petitioner(s)

Erin Hault

Phone No. 416 8634011
Fax No. 416 8632653
erin.hault@blakes..

Counsel for:

Defendant(s)
Respondent(s)

Fam Oric Niedzwiecki

Phone No. 905-842-8030
Fax No. 905-842-2460
oric@omb.ca

Kyle Plunkett, Aird & Berlis LLP
T: 416-865-3406
E: kplunkett@airdbertlis.com
counsel to Receiver

Feb 7/19

Motion by d. Fam to set aside notice of default scheduled for 2 hrs on April 17/19 (any judge - confirmed). Situation is complex & a receiver involved, a Mareva, & requires this amount of time. Relief will also be sought w/ the receivership & Mareva if Ms. Fam is successful in settling aside n. & in default. All issues to be dealt w/ at same time on April 17.

Conway J.

Tab D

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

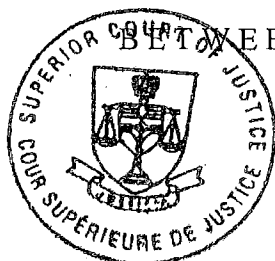
THE HONOURABLE MR.)

WEDNESDAY, THE 17TH

JUSTICE HAINES)

DAY OF OCTOBER, 2018

M M
McEWON



BEFORE ME:

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

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 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 Investments Inc., Shepherd RX Pharmacy Inc. and Lilian Fam (collectively, the “**Defendants**”), for an order, amongst other things: (i) approving the First Report of the Receiver dated October 9, 2018 (the “**First Report**”) and the actions and activities of the Receiver set out therein; (ii) amending and restating the Order of the Honourable Mr. Justice Dunphy dated September 11, 2018 (the “**Appointment Order**”) to grant certain powers to the Receiver that were inadvertently excluded from the Appointment Order; (iii) approving the agreement of purchase and sale (the “**Sale Agreement**”) between Lilian Adib Fam, as vendor, and Shawn Zarb (the “**Purchaser**”), as purchaser, dated

September 17, 2018 with respect to the property municipally known as 8 Calico Court, Halton Hills, Ontario, and authorizing the Receiver to complete the transaction contemplated by the Sale Agreement (the “**Transaction**”); (iv) sealing the Confidential Appendix (as defined in the First Report) until the completion of the Transaction or further Order of this Court; (v) declaring that all monies and assets held in TD Canada Trust (“**TD**”) account #1579-6294127 (the “**TD Account**”) shall be deemed to be Domestic Property (as defined in the Appointment Order) and transferred by TD to the Receiver forthwith; and (vi) declaring the certain funds held by Blaney McMurtey LLP (“**BM**”), in trust, in the amount of \$53,201.95 shall be deemed to be Domestic Property and transferred by BM to the Receiver forthwith, was heard this day at 330 University Avenue, Toronto, Ontario.

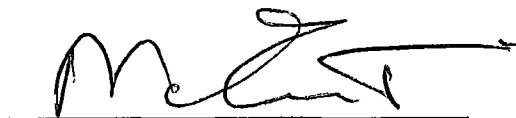
ON READING the First Report and the appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list although duly served as appears from the affidavit of service of Susy Moniz sworn October 9, 2018,

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.
2. **THIS COURT ORDERS** that the First Report and the actions and activities of the Receiver set out therein be and are hereby approved.
3. **THIS COURT ORDERS** that the Appointment Order be and is hereby amended and restated in the form attached hereto as **Schedule “A”**.
4. **THIS COURT ORDERS** that the Transaction be and is hereby approved and 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 such property to the Purchaser.
5. **THIS COURT ORDERS** that the Confidential Appendix be and are hereby sealed until the completion of the Transaction or further Order of this Court.

6. **THIS COURT ORDERS** that all monies and assets held in the TD Account shall be deemed to be Domestic Property and transferred by TD to the Receiver forthwith.

7. **THIS COURT ORDERS** that certain funds held by BM, in trust, in the amount of \$53,201.95 shall be deemed to be Domestic Property and transferred by BM to the Receiver forthwith.


8. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada) and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States of America, and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.



A handwritten signature in black ink, appearing to be 'M. J.', is written over a horizontal line.

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

OCT 17 2018

PER / PAR: 

The text 'PER / PAR:' is followed by a handwritten signature in black ink.

SCHEDULE "A"

See attached.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) TUESDAY, THE 11TH DAY
)
JUSTICE DUNPHY) OF SEPTEMBER, 2018

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

**AMENDED AND RESTATED ORDER
(appointing Receiver)**

THIS MOTION made *ex parte* by Astrazeneca Canada Inc. (the “**Plaintiff**”) for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver (in such capacity, the “**Receiver**”), without security, of all of the domestic 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**” and, individually, a “**Defendant**”), and for related relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record and Factum of the Plaintiff dated August 8, 2018, the Supplemental Motion Record of the Plaintiff dated August 17, 2018, the Second Supplemental Motion Record of the Plaintiff dated September 5, 2018, and the Motion Record for a Receiver, the Factum and Book of Authorities of the Plaintiff dated September 10, 2018, and the Orders of

the Honourable Justice Dunphy dated August 9, 2018 (the “**August 9 Order**”), August 17, 2018 (the “**August 17 Order**”) and September 5, 2018 (the “**September Order**” and, together with the August 9 Order and the August 17 Order, the “**Mareva Orders**”), and on hearing the submissions of counsel for the Plaintiff, and on reading the consent of A&M to act as the Receiver,

APPOINTMENT

1. **THIS COURT ORDERS** that, pursuant to section 101 of the CJA, A&M is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Defendants, including all proceeds thereof to the extent that such assets, undertakings and properties are located in Canada (the “**Domestic Property**”). Without limiting the generality of the foregoing, the Domestic Property includes all of the right, title and interest of the Defendants in and to the real property with the following legal descriptions:

PIN 14360 - 1750 (LT) Interest/Estate Fee Simple

Description 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.

Address 5045 CHURCHILL MEADOWS BOULEVARD MISSISSAUGA, ONTARIO, L5M 7Z8

...

PIN 13439 - 0416 (LT) Interest/Estate Fee Simple

Description PT LT 26, PL 396, DES PART 1, 43R29866; MISSISSAUGA. S/T EASEMENT OVER PT LT 26, PL 396, DES PART 1, 43R29866, AS IN PR1037379.

Address 2334 HAMMOND ROAD MISSISSAUGA, ONTARIO, L5K 1T2

RECEIVER'S POWERS

2. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Domestic Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Domestic Property and any and all proceeds, receipts and disbursements arising out of or from the Domestic Property, but, for greater certainty, excluding any business and/or operations carried on by any of the Defendants;
- (b) to receive, preserve, and protect the Domestic Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Domestic Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to cease to perform any contracts of any of the Defendants;
- (d) to identify and segregate any Domestic Property that in the Receiver's reasonable judgment constitutes property that: (a) is exempt from forced seizure or sale pursuant to the *Execution Act*, R.S.O. 1990, c. E-24 (the "*Execution Act*"); or (b) constitutes "consumer goods", as that term is defined in the *Personal Property Security Act*, R.S.O. 1990, c. P.10 (the "*PPSA*"), and in the case of property so segregated, to hold such property pending further order of this Court;
- (e) to access all information relating to the Defendants' accounts or finance activities at any financial institution, with any trade creditor, with any supplier or with any third party;
- (f) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, insurance brokers, realtors, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Defendants and to exercise all remedies of the Defendants in collecting such monies, including, without limitation, to enforce any security held by any Defendant;

- (h) to settle, extend or compromise any indebtedness owing to any Defendant;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Domestic Property, whether in the Receiver's name or in the name and on behalf of any Defendant, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to any Defendant, the Domestic Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to undertake any investigations deemed necessary by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Domestic Property, including, without limitation, the transfer of any funds of the Defendants to any related or unrelated parties;
- (l) subject to any applicable exemption under the *Execution Act* or the *PPSA* to which the individual Defendants are entitled, to market any or all of the Domestic Property, including advertising and soliciting offers in respect of the Domestic Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (m) subject to any applicable exemption under the *Execution Act* or the *PPSA* to which the individual Defendants are entitled, to sell, convey, transfer, lease or assign the Domestic Property or any part or parts thereof out of the ordinary course of business;
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the *PPSA*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (n) to apply for any vesting order or other orders necessary to convey the Domestic Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Domestic Property;
- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Domestic Property and the receivership, and to share information; subject in all cases to such terms as to confidentiality as the Receiver deems advisable;
- (p) to make inquiries of any recipient financial institution in respect of any and all funds transferred by any of the Defendants to any related or unrelated parties, including, but not limited to, the circumstances in which such transfer was prepared, issued or effected;
- (q) to register a copy of this Order and any other Orders in respect of the Domestic Property against title to any of the Domestic Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of any Defendant;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of any Defendant, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any Defendant;
- (t) to exercise any shareholder, partnership, joint venture or other rights which any Defendant may have; and

- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail addressed to any Defendant,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Defendants, and without interference from any other Person.

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of all of the assets, undertakings and properties of the Defendants, including all proceeds thereof to the extent that such assets, undertakings and properties are located outside of Canada (the “**Foreign Property**”, and together with the Domestic Property, the “**Property**”) and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to access all information relating to the Defendants’ accounts or finance activities at any financial institution, with any trade creditor, with any supplier or with any third party;
- (b) to undertake any investigations deemed necessary by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Foreign Property, including, without limitation, the transfer of any funds of the Defendants to any related or unrelated parties;
- (c) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Foreign Property and the receivership, and to share information, subject in all cases to such terms as to confidentiality as the Receiver deems advisable; and
- (d) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail addressed to any Defendant.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Defendants, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders (as applicable), and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including, without limitation, any brokers, banks, credit card processors, creditors, financial institutions, or suppliers (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Domestic Property to the Receiver, and shall deliver all such Domestic Property to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any client records and prescription information, books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Defendants, any transfers of money or Property, or obligations incurred by the Defendants, out of the ordinary course of business or personal conduct and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully

copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

6A. **THIS COURT ORDERS** that, in respect to the Records subject to the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991*, the *Drug and Pharmacies Regulation Act, 1990* or any other applicable governing Ontario or Canadian statute (collectively, the “**Pharmacy Regulations**”), the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspect of such Records; (ii) to the extent possible, provide such Records to the Ontario College of Pharmacists (“**College**”) or any pharmacy to which the College directs the Receiver to provide such Records; (iii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the “**Custodian**”) for such Records; (iv) not allow anyone other than the Receiver, the College, a pharmacy designated by the College or the Custodian to have access to such Records; (iv) have access to such Records for any purposes required pursuant to the Pharmacy Regulations that requires the Defendants, from time to time, to perform certain obligations.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEFENDANTS OR THE DOMESTIC PROPERTY

9. **THIS COURT ORDERS** that no Proceeding in Canada (a “**Domestic Proceeding**”) against or in respect of any of the Defendants or the Domestic Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court, and, subject to paragraph 36 hereof, any and all Domestic Proceedings currently under way against or in respect of any of the Defendants or the Domestic Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against any Defendant, the Receiver, or affecting the Domestic Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of (i) any “eligible financial contract” as defined in the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the “**BIA**”), or (ii) any rights and remedies in respect of a Proceeding that is not a Domestic Proceeding, further provided that nothing in this paragraph shall (a) empower the Receiver or any Defendant to carry on any business which any Defendant is not lawfully entitled to carry on, (b) exempt the Receiver or any Defendant from compliance with statutory or regulatory provisions relating to health, safety or the environment, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement,

licence or permit in favour of or held by any Defendant, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with any Defendant or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Defendant are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of any Defendant's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of such Defendant or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Domestic Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court. The Receiver shall segregate any funds received by it that constitute Foreign Property, and record and keep such Foreign Property separate and apart from any Domestic Property, pending further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Defendants, if any, shall remain the employees of the Defendants until such time as the Receiver, on the Defendants' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *BIA*, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Domestic Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Domestic Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Domestic Property shall be entitled to continue to use the personal information provided to it, and related to the Domestic Property purchased, in a manner which is in all material respects identical to the prior use of such information by any Defendant, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Domestic Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the

environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Domestic Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the *BIA* or by any other applicable legislation.

RECEIVER’S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Domestic Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Domestic Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, “**Encumbrances**”), in favour of any Person.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Domestic Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all Encumbrances in favour of any Person, other than the Receiver's Charge.

22. **THIS COURT ORDERS** that neither the Receiver's Charge, Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in these proceedings, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Ontario *Rules of Civil Procedure* (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.alvarezandmarsal.com/mdhealth.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Defendants’ creditors or other interested parties at their respective addresses as last shown on the records of the Defendants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any Defendant.

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

Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, and the costs of the Plaintiff's motion to obtain the Mareva Orders, in each case on a full indemnity basis, to be paid by the Receiver from the Defendants' estates with such priority and at such time as this Court may determine.

MISCELLANEOUS AND PROCEDURAL MATTERS

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. **THIS COURT ORDERS** that the Plaintiff is granted leave to bring this motion without notice.

34. **THIS COURT ORDERS** that the Motion Record for a Receiver, the Factum, and Book of Authorities, of the Plaintiff, all dated September 10, 2018, and this Order (the "**Sealed Materials**") are hereby sealed and that no one shall have access to the Sealed Materials except for the parties in this proceeding and their respective legal counsel until five (5) days from the date of this Order have elapsed, subject to paragraph 35 of this Order.

35. **THIS COURT ORDERS** that this Order:

- (a) may be provided by the Receiver to such persons at such times as the Receiver in its sole discretion deems necessary or advisable to permit or assist the Receiver in the exercise of the Receiver's powers and duties conferred by this Order; and
- (b) shall be served on the persons listed on the Service List attached at **Schedule "B"** hereto in accordance with paragraphs 25 and 26 of this Order within ten days of the date of this Order, or at such earlier time at the Receiver may determine in its discretion.

PLAINTIFF'S MOTION FOR JUDGMENT

36. **THIS COURT ORDERS** that, notwithstanding paragraphs 9 and 10 of this Order, the Plaintiff is granted leave to (a) bring a motion for judgment in this action and to take out any judgment or order arising therefrom, (b) take any steps in furtherance of or that follow from such judgment or order (except to the extent such steps would interfere with the Receiver's exclusive powers in paragraph 2 of this Order), (c) bring any motion to add parties to this action, (d) take any steps to enforce any judgment or order in a Proceeding that is not a Domestic Proceeding, and (e) take any steps permitted by the Mareva Orders and/or to bring any motion to vary or amend the Mareva Orders, in each case without further notice to the Defendants unless required by law. The Plaintiff's motion for judgment shall be returnable on a date to be set by this Court at a 9:30 appointment.

CONTINUATION OF THE MAREVA ORDERS

37. **THIS COURT ORDERS** that the Mareva Orders shall not in any way affect or limit the powers and duties of the Receiver conferred by this Order.

38. **THIS COURT ORDERS** that the Receiver shall disclose to the Plaintiff all relevant information acquired or received by the Receiver regarding the Defendants, the Domestic Property, and the Foreign Property, subject in all cases to such terms as to confidentiality as the Receiver deems advisable.

39. **THIS COURT ORDERS** that, subject to paragraph 37 of this Order, the Mareva Orders remain in full force and effect in all other respects.

40. **THIS COURT ORDERS** that TD Canada Trust forthwith freeze and prevent any removal or transfer of monies or assets held in any account #1579-6294127 (the "**DS Account**"), until further Order of the Court.

41. **THIS COURT ORDERS** that TD Canada Trust forthwith disclose and deliver up to the Receiver and the Plaintiff any and all records held by it concerning the DS Account.

"Dunphy, J."

Justice Dunphy

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Alvarez & Marsal Canada Inc., the receiver (the "**Receiver**") of all of 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, including all proceeds thereof, to the extent such assets, undertakings and properties are located in Canada (collectively, the "**Domestic Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 11th day of September, 2018 (the "**Order**") made in an action having Court file number CV-18-602745-00-CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Domestic Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Domestic Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Receiver of the Property,
and not in its personal capacity

Per: _____

Name:

Title:

**SCHEDULE "B"
SERVICE LIST**

Defendants

TO: **SAMEH SADEK ALSO KNOWN AS SAM SADEK,
ST. MAHARIAL PHARMACY INC. dba MD HEALTH
PHARMACY, ST. MAHARIAL CLINIC INC., SRX INVESTMENT
INC. and SHEPHERD RX PHARMACY INC.**

E-mail: sadekx@gmail.com

AND TO: **LILIAN FAM
5045 Churchill Meadows Blvd.
Mississauga ON L5M 7Z8**

E-mail: lilianfam@hotmail.com

**Banks named in August 9, 2018 and September 5, 2018 Orders of the
Honourable Justice Dunphy**

AND TO: **RBC ROYAL BANK
Kathrine Smirle
200 Bay Street
Toronto, ON M5J 2J5
kathrine.smirle@rbc.com**

AND TO: **THE BANK OF NOVA SCOTIA
Ian Arellano, Executive Vice-President and General Counsel
44 King Street West
Toronto, ON M5H 1H1
ian.arellano@scotiabank.com**

AND TO: **CANADIAN IMPERIAL BANK OF COMMERCE
Stephen Scholtz
Senior Vice-President and General Counsel (Canada)
199 Bay Street, Commerce Court West, 11th Floor
Toronto, ON M5L 1A2
Stephen.Scholtz@CIBC.com**

AND TO: **TD CANADA TRUST**
Ellen Patterson
Group Head and General Counsel TD Bank Group
12th Floor, TD Tower, TD Centre
PO Box 1, Stn. Toronto Dom.
Toronto, Ontario M5K 1A2
ellen.patterson@td.com

Legal Demands Department
4720 Tahoe Boulevard, 3rd Floor
Mississauga, ON L4W 5P2
Phone: 877-372-3972
Fax: 855-569-1640
ATTN: Rosanna Paolitto

AND TO: **BANK OF MONTREAL**
Miguel Mendes
Senior Counsel & VP, BMO Financial Group
1 First Canadian Place, 21st Floor
Toronto, Ontario M5X 1A1
miguel.mendes@bmo.com

AND TO: **HSBC BANK CANADA**
Lilac Bosma
Senior Vice-President and General Counsel
1100-885 West Georgia Street
Vancouver, BC V6C 3E8
E-mail: lilac.bosma@hsbc.ca

HSBC Branch
1675 The Chase
Mississauga, ON L5M 5Y7

HSBC Branch
101-3029 Argentia Rd
Mississauga, ON L5N8P7

AND TO: **NATIONAL BANK OF CANADA**
Dominic Paradis
Vice-President, Legal Affairs and Corporate Secretary
Corporate Secretary's Office
600 De La Gauchetière Street West, 4th Floor
Montreal, Quebec H3B 4L2
dominic.paradis@bnc.ca

Parties to other proceedings involving the defendants

McKesson Canada Corporation v. St. Maharial Pharmacy Inc. et al.

AND TO: **MILLS & MILLS LLP**
2 St. Clair Avenue West – Suite 700
Toronto, ON M4V 1L5

Richard Worsfold
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E-mail: Richard.Worsfold@millsandmills.ca

Lawyers for the plaintiff in the above-noted proceeding, McKesson Canada Corporation

ESI Canada v. St. Maharial Pharmacy Inc. dba MD Health pharmacy

AND TO: **STIKEMAN ELLIOTT LLP**
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Alex Rose
Tel: 416-869-5261
E-mail: arose@stikeman.com

Lawyers for the applicant in the above-noted proceeding, ESI Canada

Teva Canada Limited v. St. Maharial Pharmacy Inc. et al.

AND TO: **BENNETT JONES LLP**
100 King Street West, Suite 3400
Toronto, ON M5X 1A4

Dominique T. Hussey
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E-mail: husseyd@bennettones.com

Lawyers for the plaintiff in the above-noted proceeding, Teva Canada Limited

170735 Ontario Inc. et al. v. Emily Rx Pharm Inc. et al.

AND TO: **BISCEGLIA & ASSOCIATES PROFESSIONAL CORPORATION**

7941 Jane Street, Suite 200
Concord, ON L4K 4L6

Emilio Bisceglia
Tel: (905)-695-5200
E-mail: ebisceglia@lawtoronto.com

Lawyers for the plaintiffs in the above-noted proceeding, 170735 Ontario Inc., MD Investments Inc. and MD Health Medical Centre (Brampton) Inc.

AND TO: **BLANEY MCMURTRY LLP**

2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Lou Brzezinski
Tel: (416)-594-2952
Fax: (416)-594-5084
E-mail: lbrzezinski@blaney.com

Varoujan Arman
Tel: (416)-596-2884
Fax: (416)-593-2960
E-mail: lbrzezinski@blaney.com

Lawyers for the defendant in the above-noted proceeding, Emily Rx Pharm Inc.

AND TO: **POTESTIO LAW**
253 Jevlan Drive
Vaughan, ON L4L 7Z6

Timothy Gindy
Dir: (905)-850-2642
Fax: (905)-850-8544
E-mail: tim@potestiolaw.com

Lawyers for the defendant in the above-noted proceeding, Medhat Saad, also known as Matty Saad

Creditors (if not named above)

AND TO: **MAXIUM FINANCIAL SERVICES INC. AND CWB MAXIUM FINANCIAL INC.**
30 Vogell Rd. #1
Richmond Hill, ON L4B 3K6

AND TO: **STUART BUDD & SONS LTD.**
2430 S Service Rd W
Oakville, ON L6L M59

AND TO: **KOHL & FRITSCH LIMITED**
7622 Keele Street
Concord, ON L4K 2R5

Other

AND TO: **STI TECHNOLOGIES LTD.**
38 Solutions Drive #200
Halifax, NS B3S 1L8

AND TO: **CLAIMSECURE INC.**
1 City Centre Dr #620
Mississauga, ON L5B 1M2

AND TO: **CAMERON STEWART LIFESCIENCE CANADA INC.**
3470 Superior Court
Oakville, ON L6L 0C4

AND TO: **MINISTRY OF FINANCE (ONTARIO)**
Legal Service Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

Kevin O'Hara
Tel: 905-433-6934
Fax: 905-436-4510
Email: kevin.ohara@ontario.ca

AND TO: **DEPARTMENT OF JUSTICE**
Counsel for the Canada Revenue Agency
The Exchange Tower
130 King Street West, Suite 3400
PO Box 36
Toronto, ON M5X 1K6

Diane Winters
Tel: 416-973-3172
Fax: 416-973-0810
Email: diane.winters@justice.gc.ca

AND TO: **ONTARIO COLLEGE OF PHARMACISTS**
Investigations and Resolutions
483 Huron Street
Toronto, ON M5R 2R4
Phone: 1-800-220-1921
Fax: 416-847-8499

ATTN: **Complaints Intake Assistant**
complaints@ocpinfo.com

ATTN: **Shelina Manji, Investigator**
smanji@ocpinfo.com

AND TO: **DANIEL SADEK**
5045 Churchill Meadows Blvd.
Mississauga ON L5M 7Z8

ASTRAZENECA CANADA INC. -and- SAMEH SADEK also known as SAM
SADEK et al.

Plaintiff

Defendants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

ORDER

BLAKE, CASSELS & GRAYDON LLP

Barristers & Solicitors

199 Bay Street

Suite 4000, Commerce Court West

Toronto ON M5L 1A9

R. Seumas M. Woods LSO #30169I

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seumas.woods@blakes.com

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Fax: 416-863-2653

erin.hault@blakes.com

Lawyers for the plaintiff

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

ORDER

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

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

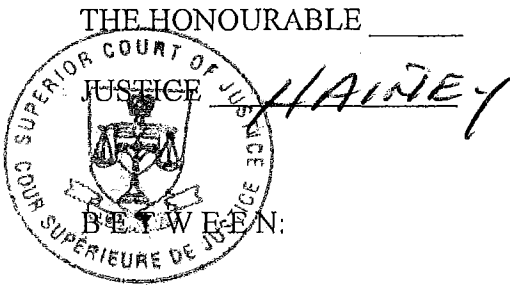
Kyle Plunkett (LSUC # 61044N)
Tel: (416) 865-3406
Fax: (416) 863-1515
Email: kplunkett@airdberlis.com

Shakaira John (LSUC # 72263D)
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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 E

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST



) THURSDAY, THE 29TH DAY
)
) OF NOVEMBER, 2018

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 (the "Sale Agreement") between the Receiver, as seller, and Summer Wind Homes Inc. ("Summer Homes"), as purchaser, dated October 24, 2018, together with schedules thereto, and appended to the second report of the Receiver dated November 20, 2018 (the "Second Report"), and vesting in Summer Wind Developments Inc., in accordance with the written direction of Summer Homes (the "Purchaser"), the Debtor's right, title and interest in and to the real property municipally known

as 8 Calico Court, Halton Hills, 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 Second 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 Shakaira John sworn November 21, 2018, 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 Halton (No. 20) 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:

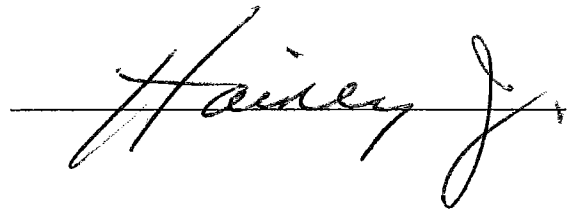
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made 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 Second 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 A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

NOV 29 2018

PER / PAR:

Handwritten initials "NE" in a cursive style.

Schedule A – Form of Receiver’s Certificate

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

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

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 November 29, 2018, the Court approved the agreement of purchase and sale made as of October 24, 2018 (the "Sale Agreement") between the Receiver, as vendor, and Summer Wind Homes Inc. ("Summer Homes"), as purchaser, and provided for the vesting in Summer Wind Developments Inc. of, in accordance with the written direction of Summer Homes (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 8 Calico Court, Halton Hills, Ontario; legally described LOT 91, PLAN 20M1196; SUBJECT TO AN EASEMENT FOR ENTRY AS IN HR1505256; TOWN OF HALTON HILLS (being all of PIN 25050-2526(LT)) (the "**Real Property**")

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

1. Instrument No. HR1557512 being a Transfer registered July 19, 2018 in favour of Lilian Adib Fam.
2. Instrument No. HR1571536 being an Application to Register Court Order registered September 18, 2018 appointing Alvarez & Marsal Canada Inc. as receiver.

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

(unaffected by the Vesting Order)

1. Instrument No. H627601Z being an Application to Annex Restrictive Covenants S.118 registered April 3, 1996 in favour of 767791 Ontario Limited.
2. Instrument No. H957762 being a Notice re Subdivision Agreement registered September 1, 2011 by Halton Hills South Property Corporation.
3. Instrument No. HR991125 being a Notice re Model Home Agreement registered January 6, 2012 in favour of The Corporation of the Town of Halton Hills.
4. Instrument No. HR1024200 being a Notice re Pre-Servicing Agreement registered June 13, 2012 in favour of The Corporation of the Town of Halton Hills.
5. Instrument No. HR1305439 being a Notice re Servicing Agreement registered October 6, 2015 in favour of The Regional Municipality of Halton.
6. Instrument No. HR1305441 being a Postponement registered October 6, 2015 postponing Instrument No. HR286850 to Instrument No. HR1305439.
7. Instrument No. HR1305447 being a Notice re Servicing Agreement registered October 6, 2015 in favour of The Regional Municipality of Halton.
8. Instrument No. HR1305449 being a Postponement registered October 6, 2015 postponing Instrument No. HR286850 to Instrument No. HR1305447.
9. Instrument No. HR1325219 being a Notice re Pre-Servicing Agreement registered December 22, 2015 in favour of The Corporation of the Town of Halton Hills.
10. Instrument No. HR1325510 being a Notice re Model Home Agreement registered December 23, 2015 in favour of The Corporation of the Town of Halton Hills.
11. Instrument No. HR1452457 being a Notice re Model Home Agreement registered December 23, 2015 in favour of The Corporation of the Town of Halton Hills.
12. Plan 20M-1196 being a Plan of Subdivision.
13. Instrument No. HR1499222 being a Notice of Subdivision Agreement registered October 25, 2017 in favour of The Corporation of the Town of Halton Hills.
14. Instrument No. HR1499227 being a Postponement registered October 25, 2017 postponing Instrument No. HR286850 to Instrument No. HR1499222.
15. Instrument No. HR1499235 being a Notice re Residential Subdivision Agreement registered October 25, 2017 in favour of Halton Hills South Property Corporation.
16. Instrument No. HR1499240 being a Postponement registered October 25, 2017 postponing Instrument No. HR286850 to Instrument No. HR1499235.
17. Instrument No. HR1499241 being a Notice of Subdivision Agreement registered October 25, 2017 in favour of The Corporation of the Town of Halton.

18. Instrument No. HR1499246 being a Postponement registered October 25, 2017 postponing Instrument No. HR286850 to Instrument No. HR1499241.
19. Instrument No. HR1505159 being an Application to Annex Restrictive Covenants S. 119 registered November 20, 2017 in favour of Halton Hills South Property Corporation.

34125884.6

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, 181 Bay Street
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 F

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 4 day of January 2019

BUYER, BAOZHANG GUO (Full legal names of all Buyers), agrees to purchase from

01/09/19
4:23 PM EST
dotloop verified

SELLER, Alvarez & Marsal Canada Inc., in its Capacity As Court Appointed Receiver of assets and properties of SRX Investment Inc. (Full legal names of all Sellers) following

BG

REAL PROPERTY:

Address 2334 HAMMOND RD

fronting on the WEST side of HAMMOND RD

in the City of Mississauga

and having a frontage of 75.49 FEET more or less by a depth of 199.32 FEET more or less

and legally described as Plan 396 Pt Lot 26 Rp 43R29866 Part 1

(Legal description of land including easements not described elsewhere)

BG

PURCHASE PRICE:

01/09/19
4:23 PM EST
dotloop verified

[Redacted] Dollars (CDN\$) [Redacted] Dollars

BG

01/09/19
4:23 PM EST
dotloop verified

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

[Redacted] Dollars (CDN\$) [Redacted]

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.

01/09/19
4:23 PM EST
dotloop verified

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

BG

BG

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer Seller until 10:00 PM on the 6 day of January 2019, after which time, if not accepted, this offer shall be void and the

01/09/19
4:23 PM EST
dotloop verified

BG

PM
a.m.

BG

shall be returned to the Buyer in full without interest.

01/09/19
4:23 PM EST
dotloop verified

01/09/19
4:23 PM EST
dotloop verified

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 16 day of April

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):

BG

INITIALS OF SELLER(S):

BG

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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.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
Email Address: jglaser@remax.net (For delivery of Documents to Seller) Email Address: dguorealtor@gmail.com (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

S/S Fridge, Stv, Dw, Washer/Dryer, Bar Fridge, All Elfs, All Wndw Cov., Cvac, Egdo, Car Lift, Intercom/Spkr System, Alarm, Heated Driveway, Heated Tile Main Flr, Gas Fireplace, All TV's And Brkts. Pool And All Eqpt. Hntr Douglas Blinds, Light Fixtures, Garage Door Opener & Remotes.

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.

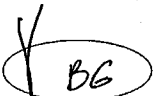
5. **FIXTURES EXCLUDED:**

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 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): 

INITIALS OF SELLER(S): 
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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 28 day of March, 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 (SINGLE FAMILY RESIDENCE) 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 telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone 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 Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office 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):

BG

INITIALS OF SELLER(S):

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01/09/19
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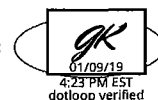
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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense 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):



INITIALS OF SELLER(S):





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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) (Buyer) Baozhang Guo (Seal) DATE 04/01/2019

(Witness) (Buyer) (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) (Seller) Greg Karpel (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 9:00pm a.m./p.m. this 09 day of Jan, 2019

Baozhang Guo
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)
Listing Brokerage RE/MAX REALTRON REALTY INC. Tel.No. (416) 222-2600
JORDAN GLASER
(Salesperson / Broker Name)
Co-op/Buyer Brokerage ROYAL LEPAGE GOLDEN RIDGE REALTY Tel.No. (905) 513-8878
DANIEL GUO
(Salesperson / Broker Name)

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.

Greg Karpel (Seller) DATE
(Seller) DATE
Address for Service
Tel.No.
Seller's Lawyer
Address
Email
Tel.No. FAX No.

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.

Baozhang Guo (Buyer) DATE 04/01/2019
(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.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:
Jordan Glaser (Authorized to bind the Co-operating Brokerage)
dotloop verified 01/09/19 4:20 PM EST QUCT-BFNT-7XRI-KUGG



Schedule A Agreement of Purchase and Sale



Form 100

for use in the Province of Ontario

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

BUYER, BAOZHANG GUO, and

SELLER, Alvarez & Marsal Canada Inc., in its Capacity As Court Appointed Receiver of assets and properties of SRX Investment Inc.

for the purchase and sale of 2334 HAMMOND RD (BG) Mississauga

L5K 1T2 dated the 4 day of January, 2019

Buyer agrees to pay the balance as follows:

The buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the seller on the completion of this transaction.

This offer is conditional within 5 (Five) (BG) banking days from the date of acceptance of this offer, upon the buyer or the buyer's agent, arranging at the buyer's own expense satisfactory financing, failing which this offer shall be null and void and the buyer's deposit shall be returned the buyer in full without interest or deduction. This condition is for the benefit of the buyer and may be waived at the buyer's sole option.

This offer is conditional upon the buyer obtaining at his expense an inspection of the subject property by a qualified home inspector within 5 (Five) (BG) banking days from the date of acceptance of this offer. In the event such inspection reveal deficiencies in the subject property which the buyer is unwilling to accept or which the seller is unable or unwilling to remedy then this offer shall become null and void and the deposit shall be returned to the buyer in full without interest or deduction. The seller agrees to co-operate in providing access to the structure for the purpose of this inspection. This condition is included for the benefit of the buyer and may be waived at his sole option by notice in writing to the seller within the specified time.

~~The seller represents and warrants that the chattels and fixtures as included in this agreement of purchase and sale will be in normal working order and free from all liens and encumbrance on completion. The parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.~~

The seller agrees to allow the buyer access to the property (BG) prior to the closing date on 2 separate occasions to view the property and make any measurement or estimates by trade people which the buyer may require upon reasonable notice and at time to be mutually upon between the parties.

~~The seller agrees to provide, at the seller's own expense, within five (5) day following the date of acceptance of the offer, an existing survey of said property.~~

The buyer acknowledges that the co-operating broker acts for the buyer under a buyer's agency agreement and the co-operating broker will be compensated through the listing broker.

The buyer warrants that he has been introduced to this property by the co-operating broker mentioned within this

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

INITIALS OF BUYER(S): (BG)

INITIALS OF SELLER(S): ()




Schedule A Agreement of Purchase and Sale

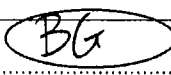


Form 100

for use in the Province of Ontario



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

 **BUYER,** BAOZHANG GUO
SELLER, Alvarez & Marsal Canada Inc., in its Capacity As Court Appointed Receiver of assets and properties of SRX Investment Inc.


for the purchase and sale of 2334 HAMMOND RD  Mississauga



L5K 1T2 dated the 4 day of January, 2019

agreement of purchase and sale and further warrants that there is not a buyer agency agreement in effect with any other broker.

 ~~The seller warrants that all the mechanical, electrical, heating, ventilation, air conditioning systems and all other equipment on the real property shall be in normal working order on completion. The parties agree that this warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at the completion of this transaction.~~ 

The seller agrees to leave the premises, including the floors, in a clean and broom swept conditions, no garbage left behind in or around the property.

 To the extent available or in its possession the Seller agrees to provide, within five (5) days following the date of acceptance of the offer, an existing survey of said property.

 The Buyer and Seller agree that upon confirmation of a written deal, a new clean version of this 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): 

INITIALS OF SELLER(S): 



Confirmation of Co-operation and Representation



Form 320

for use in the Province of Ontario

BUYER: BAOZHANG GUO

Alvarez & Marsal Canada Inc., in its Capacity As Court Appointed Receiver of assets and properties of SRX Investment Inc.



SELLER:

BG

For the transaction on the property known as: 2334 HAMMOND RD Mississauga L5K 1T2

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 included 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 Brokeragerepresent 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)

BG
BUYER

[Signature]
CO-OPERATING/BUYER BROKERAGE

[Signature]
SELLER

[Signature]
LISTING BROKERAGE

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

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) [checked] 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) [checked] The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property Indicated As MLS to be paid from the amount paid by the Seller to the Listing Brokerage.
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.

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

ROYAL LEPAGE GOLDEN RIDGE REALTY
(Name of Co-operating/Buyer Brokerage)
8365 WOODBINE AVE. #111 MARKHAM
Tel: (905) 513-8878 Fax: (905) 513-8892
Date: 04/01/2019
DANIEL GUO
(Print Name of Salesperson/Broker/Broker of Record Representative of the Brokerage)

RE/MAX REALTRON REALTY INC.
(Name of Listing Brokerage)
182 SHEPPARD AVENUE WES TORONTO
Tel: (416) 222-2600 Fax: (416) 222-2258
Date:
JORDAN GLASER
(Print Name of Salesperson/Broker/Broker of Record Representative of the Brokerage)

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.
Baoshang Guo
Date: 04/01/2019
(Signature of Buyer)

Greg Karpel
Date:
(Signature of Seller)



Offer Summary Document

For use with Agreement of Purchase and Sale



Form 801
for use in the Province of Ontario

For Brokerage submitting the offer on behalf of the Buyer:

When sent to the Listing Brokerage this form can be used as evidence that you have a written signed offer from a Buyer to the Seller.

REAL PROPERTY ADDRESS: 2334 HAMMOND RD Mississauga L5K 1T2 (the "property")
(municipal address and/or legal description)

for an Agreement of Purchase and Sale dated: the 4 day of January, 2019 ("offer")

This offer was submitted by: **BROKERAGE:** ROYAL LEPAGE GOLDEN RIDGE REALTY

SALES REPRESENTATIVE/BROKER: DANIEL GUO

I/We, BAOZHANG GUO, have signed an offer for the property.

	Baozhang Guo	04/01/2019		
Buyer signature	Name of Buyer(s)	Dated	Buyer signature	Dated

This offer was submitted, by email to the Listing Brokerage at 10:00 p.m. on the 4 day of

January, 2019 Irrevocable until 10:00 a.m. on the 6 day of January, 2019

(For Buyer counter offer - complete the following)

I/We, BAOZHANG GUO, have signed an offer for the property.

Buyer signature	Date	Buyer signature	Date
-----------------	------	-----------------	------

An offer was submitted, to the Listing Brokerage at a.m./p.m on the day of

....., 20..... Irrevocable until a.m./p.m on the day of , 20.....

For Listing Brokerage receiving the offer:

SELLER(S): Alvarez & Marsal Canada Inc., In Its Capacity As Court Appointed*

SELLER(S) CONTACT:
(ie. phone / email / fax)

LISTING BROKERAGE: RE/MAX REALTRON REALTY INC.

SALES REPRESENTATIVE/BROKER: JORDAN GLASER

This offer was received, by the Listing Brokerage at a.m./p.m on the day of , 20.....
(by fax, by email or in person)

This offer was presented, to the Seller(s) at a.m./p.m on the day of , 20.....
(by fax, by email or in person)

Offer was: Accepted Signed Back/Countered Expired/Declined

Comments:



Certificate Of Completion

Envelope Id: DF149A3818594507B70CB0672700578C
 Subject: MISSISSAUGA.pdf
 Source Envelope:
 Document Pages: 10
 Certificate Pages: 1
 AutoNav: Enabled
 Envelope Stamping: Disabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
 Initials: 7

Status: Completed
 Envelope Originator:
 min guo
 guomx225@gmail.com
 IP Address: 162.248.184.11

Record Tracking

Status: Original
 1/4/2019 6:42:48 PM

Holder: min guo
 guomx225@gmail.com

Location: DocuSign

Signer Events

Baozhang Guo
 guomx225@gmail.com
 min guo
 Security Level: Email, Account Authentication (None)

Signature

Baozhang Guo
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.112.165.136

Timestamp

Sent: 1/4/2019 6:42:49 PM
 Viewed: 1/4/2019 6:44:57 PM
 Signed: 1/4/2019 6:45:49 PM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/4/2019 6:42:49 PM
Certified Delivered	Security Checked	1/4/2019 6:44:57 PM
Signing Complete	Security Checked	1/4/2019 6:45:49 PM
Completed	Security Checked	1/4/2019 6:45:49 PM

Payment Events

Status

Timestamps



Schedule B



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

BUYER, BAOZHANG GUO, and

SELLER, Alvarez & Marsal Canada Inc., in its capacity as Court appointed receiver of the assets and properties of SRX Investment Inc. (the "Receiver")

for the property known as 2334 Hammond Road, Mississauga, ON L5K 1T2

dated the 4 day of JANUARY, 2019

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 SRX Investment Inc., 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):

INITIALS OF SELLER(S):



01/09/19
4:23 PM EST
dotloop verified

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.

BG



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.

BG



11. The Buyer covenants and agrees not to register Notices of this Agreement, Assignment thereof, Caution, Certificate of Pending Litigation, or any other instrument or reference to this Agreement of his /her interest in the Property. If any such registration occurs, the Seller may, at its option, terminate this Agreement and all deposit monies shall be forfeited as liquidated damages and not as a penalty. The Buyer hereby irrevocably consents to a Court order removing any such registrations and agrees to bear all costs in obtaining such order.

A circular stamp containing the handwritten initials "BG".A rectangular stamp containing the handwritten initials "GK", the date "01/09/19", the time "4:23 PM EST", and the text "dotloop verified".

33892244.2

WEBForms® Mar/2016



Amendment to Agreement of Purchase and Sale



Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: BAOZHANG GUO

AND

SELLER: Alvarez & Marsal Canada Inc., In Its Capacity As Court Appointed*

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 4 day of January, 2019, concerning the property known as 2334 HAMMOND RD Mississauga L5K 1T2 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 obtaining at his expense an inspection of the subject property by a qualified home inspector within 5 (Five) banking days from the date of acceptance of this offer. In the event such inspection reveal deficiencies in the subject property which the buyer is unwilling to accept or which the seller is unable or unwilling to remedy then this offer shall become null and void and the deposit shall be returned to the buyer in full without interest or deduction. The seller agrees to co-operate in providing access to the structure for the purpose of this inspection. This condition is included for the benefit of the buyer and may be waived at his sole option by notice in writing to the seller within the specified time.

This offer is conditional within 5 (Five) banking days from the date of acceptance of this offer, upon the buyer or the buyer's agent, arranging at the buyer's own expense satisfactory financing, failing which this offer shall be null and void and the buyer's deposit shall be returned the buyer in full without interest or deduction. This condition is for the benefit of the buyer and may be waived at the buyer's sole option.

Insert:

This offer is conditional within 4 (Four) banking days from Jan 16th, 2019 to Jan 22th, 2019 of acceptance of this offer, upon the buyer or the buyer's agent, arranging at the buyer's own expense satisfactory financing, failing which this offer shall be null and void and the buyer's deposit shall be returned the buyer in full without interest or deduction. This condition is for the benefit of the buyer and may be waived at the buyer's sole option.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 10:00 p.m.
(Seller/Buyer) (a.m./p.m.)

on the 17 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: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) (Buyer/Seller) (Seal) (Date) Jan 16th 2019
(Witness) (Buyer/Seller) (Seal) (Date)

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

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) (Buyer/Seller) (Seal) (Date)
(Witness) (Buyer/Seller) (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 this day of, 20.....
(a.m./p.m.)

Greg Karpel dotloop verified 01/16/19 4:01 PM EST Z54Z-GSGH-4WPPT-TRNF
(Signature of Seller or Buyer)

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 dotloop verified 01/16/19 4:01 PM EST E7DS-CFWI-A4OS-TAZA
(Seller) (Date)
(Seller) (Date)
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.

Barbara J. G... dotloop verified 01/16/19 4:01 PM EST Z54Z-GSGH-4WPPT-TRNF
(Buyer) (Date)
(Buyer) (Date)
Address for Service
(Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

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Amendment to Agreement of Purchase and Sale



Form 120
for use in the Province of Ontario

BETWEEN:

BUYER: BAOZHANG GUO

AND

SELLER: Alvarez & Marsal Canada Inc., In Its Capacity As Court Appointed*

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 4 day of January, 2019,

concerning the property known as 2334 HAMMOND RD Mississauga

L5K 1T2 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 within 4 (Four) banking days from Jan 16th,2019 to Jan 22th, 2019 of acceptance of this offer, upon the buyer or the buyer's agent, arranging at the buyer's own expense satisfactory financing, failing which this offer shall be null and void and the buyer's deposit shall be returned the buyer in full without interest or deduction. This condition is for the benefit of the buyer and may be waived at the buyer's sole option.

Delete Closing day on April 16th 2019.

Insert:

Change Closing day on 14th March 2019.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:00 p.m.
(Seller/Buyer) (a.m./p.m.)

on the 23 day of February, 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: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) Baozhang Guo (Buyer/Seller) (Seal) Jan 22th 2019 (Date)
(Witness) (Buyer/Seller) (Seal) (Date)

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

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) Greg Karpel (Buyer/Seller) (Seal) dotloop verified 01/22/19 8:30 PM EST 7PH1-MKLN-ITBW-2A28 (Date)
(Witness) (Buyer/Seller) (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 this day of, 20..... (a.m./p.m.)

Greg Karpel (Signature of Seller or Buyer) (Seal) dotloop verified 01/22/19 8:30 PM EST 0MJD-BUPJ-ZQS5-ESDL (Date)

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) (Date) dotloop verified 01/22/19 8:30 PM EST TXZT-H9WM-08IN-3IPK
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.

Baozhang Guo (Buyer) (Date) Jan 22th 2019
Address for Service (Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

TAB 1

CONFIDENTIAL APPENDIX 1
TO THE THIRD REPORT
(un-redacted Hammond Purchase Agreement)
SUBJECT TO A SEALING ORDER

Tab G



Agreement of Purchase and Sale



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 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.
(Seller/Buyer) (a.m./p.m.)

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): M/S JCA

INITIALS OF SELLER(S): GK
12/28/18 4:18 PM EST dotloop verified

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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.: (For delivery of Documents to Seller) FAX No.: 905-472-6300 (For delivery of Documents to Buyer)
Email Address: jglaser@remax.net (For delivery of Documents to Seller) Email Address: melaina@live.ca (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 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

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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 SA

INITIALS OF SELLER(S):

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- 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):

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12/28/18
4:18 PM EST
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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 Shohabeh* Dec 20 2018, 02:41 PM EST
(Seal) (Date)

(Witness) *Solia Almalah* 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* dotloop verified 12/28/18 4:18 PM EST ORNV-LWGF-EMZT-LYIP (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 dotloop verified 12/28/18 4:18 PM EST BE1C-UMTV-SGAF-AH6j (Seal) (Date)

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
Mohamad El Aina & Ali Salarian (Tel.No.)
(Salesperson/Broker/Broker of Record Name)

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 dotloop verified 12/28/18 4:18 PM EST 2WLT-0XM7-6QTI-F3R1 (Seal) (Date)
(Seller) (Date)
Address for Service (Tel. No.)
Seller's Lawyer Buyer's Lawyer
Address Address
Email Email
(Tel. No.) (Fax. No.) (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: Acknowledged by: *Jordan Glaser* dotloop verified 12/28/18 4:09 PM EST 987R-UJR4-78EH-AZTR (Seal) (Date)
(Authorized to bind the Listing Brokerage) *Mohamad El Aina Ali Salarian* (Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale



Form 100

for use in the Province of Ontario

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

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

for the purchase and sale of 5045 CHURCHILL MEADOWS BLVD Mississauga
L5M 7Z8 dated the 25 day of December, 20 18

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 JJA

INITIALS OF SELLER(S):

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



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 *JCA*

INITIALS OF SELLER(S):

JK

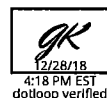


3. The Property is being sold and shall be accepted by the Buyer on an “as is, where is” and “without recourse” basis with no representations, warranties or condition, express or implied, statutory or otherwise, of any nature and kind whatsoever as to title, encumbrances, description, present or future 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
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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.



MS JCA

11. The Buyer covenants and agrees not to register Notices of this Agreement, Assignment thereof, Caution, Certificate of Pending Litigation, or any other instrument or reference to this Agreement of his /her interest in the Property. If any such registration occurs, the Seller may, at its option, terminate this Agreement and all deposit monies shall be forfeited as liquidated damages and not as a penalty. The Buyer hereby irrevocably consents to a Court order removing any such registrations and agrees to bear all costs in obtaining such order.

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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 Jolia

BUYER

CAS MS

CO-OPERATING/BUYER BROKERAGE

JK
12/28/18
dotloop verified

JK
12/28/18
dotloop verified

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Rally Session Id: 806/0294-1933-4106-825-9-99190956269

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) [x] 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.
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.

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

Signature blocks for PPS Realty and RE/MAX REALTRON REALTY INC. including names like Ali Salarian, Mohamad El Aina, and Jordan Glaser, along with dates and times.

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction) with initial lines for Buyer and Seller.

ACKNOWLEDGEMENT

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

Buyer acknowledgements with signatures of Munther Shekadeh and Julia Amaluk and their respective dates.

Seller acknowledgements with signature of Greg Karpel and date.



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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Rally Session ID: b96809dc-6395-4d14-8cd3-5ba863821cf

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:

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

(Witness)

Munther Shehadeh

Jan 07 2019 01:58 PM EST

(Witness)

Nolia Amalah

Jan 07 2019 02:09 PM EST

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

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

Greg Karpel

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

(Seal) (Date)

(Witness)

(Buyer/Seller)

(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 ... (Signature of Seller or Buyer)

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 dotloop verified 01/07/19 2:52 PM EST GLKL-R7MF-TZA3-JWQI

(Seller) (Date)

(Seller) (Date)

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 Shehadeh dotloop verified 01/07/19 01:58 PM EST

(Buyer) (Date)

Nolia Amalah dotloop verified 01/07/19 02:09 PM EST

Buyer's Address 647-975-0091

(Tel. No.)

Buyer's Lawyer

Address

Email

Tel. No. FAX No. PPSRealty

TAB 2

CONFIDENTIAL APPENDIX 2

TO THE THIRD REPORT

(un-redacted Churchill Meadows Purchase Agreement)

SUBJECT TO A SEALING ORDER

Tab H

**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

AFFIDAVIT OF ALAN J. HUTCHENS

(sworn February 7, 2019)

I, ALAN J. HUTCHENS, of the Town of Oakville, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice-President of Alvarez & Marsal Canada Inc. (“**A&M**”), the Court-appointed receiver (in such capacity, the “**Receiver**”) of each of Sameh Sadek (also known as Sam Sadek), St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investments Inc., Shepherd RX Pharmacy Inc. and Lilian Fam (collectively, the “**Defendants**”) and, as such, I have knowledge of the matters to which I hereinafter depose.
2. A&M was appointed as the Receiver, without security, over the assets, undertakings and properties of the Defendants by Order of the Honourable Mr. Justice Dunphy dated September 11, 2018, as amended and rested by the Order of the Honourable Mr. Justice McEwen dated October 17, 2018.

3. I confirm the amount of \$208,045.00, exclusive of disbursements and HST, accurately reflects the time charges and fees incurred by the Receiver relating to its appointment for the period of September 7, 2018 to January 31, 2019. Total hours incurred during the aforementioned period were 395.6 hours resulting in an average hourly rate of \$525.90. Total disbursements incurred during the time period were \$5,869.27. Attached hereto as Exhibits "A" and "B" are summaries of the invoices rendered by the Receiver in respect of these proceedings. Attached hereto as Exhibits "C" are true copies of the invoices rendered by A&M in its capacity as Receiver which total \$241,693.96, inclusive of disbursements and HST.
4. The hourly billing rates set out in the Receiver's accounts are the normal hourly rates charged by the Receiver for services rendered in relation to similar proceedings.
5. I consider the amounts disclosed for the Receiver's fees and expenses to be fair and reasonable considering the circumstances and the scope of the Receiver's mandate in connection with the administration of these receivership proceedings.
6. This Fee Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of A&M, together with the fees and disbursements detailed therein, and for no improper purpose.

SWORN before me at the City of)
Toronto, in the Province of Ontario)
this 7th day of February, 2019)


_____)

A commissioner, etc.)

SHAKIRA JOHN



ALAN J. HUTCHENS

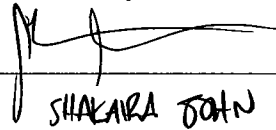
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF ALAN J. HUTCHENS

Sworn before me

This 7th day of February, 2019



SHAKARA JEAN

Commissioner for taking Affidavits, etc

EXHIBIT "A"
ALVAREZ & MARSAL CANADA INC., COURT-APPOINTED RECEIVER OF
ST. MAHARIAL PHARMACY INC., ET AL
(September 7, 2018 to January 31, 2019)

Invoice No.	Invoice Date	Invoice Period / Description	Total Hours	Fees	Disbursements	HST	Invoice Total (\$CAD)
Inv #1	October 5, 2018	September 7, 2018 to September 30, 2018	194.3	\$ 98,426.50	\$ 1,691.60	\$ 13,004.13	\$ 113,122.23
		Alan Hutchens	9.4	\$ 8,084.00			
		Greg Karpel	38.1	\$ 25,717.50			
		Matthew Brouwer	62.7	\$ 32,917.50			
		Nate Fennema	31.1	\$ 12,440.00			
		Zach Gold	44.9	\$ 16,837.50			
		Audrey Singels-Ludvik	8.1	\$ 2,430.00			
Inv #2	November 6, 2018	October 1, 2018 to November 3, 2018	129.7	\$ 67,792.00	\$ 2,409.56	\$ 9,108.26	\$ 79,309.82
		Alan Hutchens	8.7	\$ 7,482.00			
		Greg Karpel	38.5	\$ 25,987.50			
		Matthew Brouwer	22.6	\$ 11,865.00			
		Nate Fennema	10.6	\$ 4,240.00			
		Zach Gold	45.7	\$ 17,137.50			
		Audrey Singels-Ludvik	3.6	\$ 1,080.00			
Inv #3	December 10, 2018	November 4, 2018 to December 1, 2018	44.2	\$ 24,916.50	\$ 1,171.55	\$ 3,391.45	\$ 29,479.50
		Alan Hutchens	4.6	\$ 3,956.00			
		Greg Karpel	20.2	\$ 13,635.00			
		Matthew Brouwer	0.9	\$ 472.50			
		Nate Fennema	4.3	\$ 1,720.00			
		Zach Gold	10.8	\$ 4,050.00			
		John-Luke Ip	1.8	\$ 603.00			
Audrey Singels-Ludvik	1.6	\$ 480.00					
Inv #4	January 4, 2019	December 2, 2018 to December 29, 2018	6.7	\$ 4,333.50	\$ 504.64	\$ 628.96	\$ 5,467.10
		Alan Hutchens	0.6	\$ 516.00			
		Greg Karpel	5.3	\$ 3,577.50			
		Audrey Singels-Ludvik	0.8	\$ 240.00			
Inv #5	February 5, 2019	December 30, 2018 to January 31, 2019	20.7	\$ 12,576.50	\$ 91.92	\$ 1,646.89	\$ 14,315.31
		Alan Hutchens	1.9	\$ 1,634.00			
		Greg Karpel	11.5	\$ 7,762.50			
		Matthew Brouwer	4.0	\$ 2,100.00			
		Zach Gold	1.2	\$ 450.00			
		Audrey Singels-Ludvik	2.1	\$ 630.00			
TOTAL			395.6	\$ 208,045.00	\$ 5,869.27	\$ 27,779.69	\$ 241,693.96

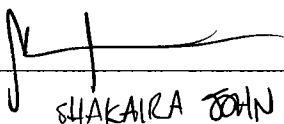
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF ALAN J. HUTCHENS

Sworn before me

This 7th day of February, 2019



SHAKARA JOHN

Commissioner for taking Affidavits, etc

EXHIBIT "B"
ALVAREZ & MARSAL CANADA INC., COURT-APPOINTED RECEIVER OF
ST. MAHARIAL PHARMACY INC., ET AL
(September 7, 2018 to January 31, 2019)

Staff Member	Title	Total Hours	Rate (\$CAD)	Amount Billed (\$CAD)
Alan Hutchens	Managing Director	25.2	\$860	\$21,672.00
Greg Karpel	Senior Director	113.6	675	76,680.00
Matthew Brouwer	Director	90.2	525	47,355.00
Nate Fennema	Associate	46.0	400	18,400.00
Zach Gold	Associate	102.6	375	38,475.00
John-Luke Ip	Analyst	1.8	335	603.00
Audrey Singels-Ludvik	Senior Associate	16.2	300	4,860.00
Total Fees (excl. Disbursements and HST)		395.6	Avg Rate \$525.90	\$208,045.00

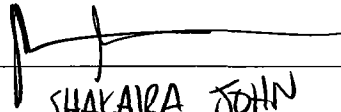
Attached is Exhibit "C"

Referred to in the

AFFIDAVIT OF ALAN J. HUTCHENS

Sworn before me

This 7th day of February, 2019


SHAKAIRA JOHN

Commissioner for taking Affidavits, etc



Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900, P.O. Box 22
 Toronto, ON M5J 2J1
 Phone: +1 416 847 5200
 Fax: +1 416 847 5201

October 5, 2018

St. Maharial Pharmacy Inc. et al
 c/o Alvarez & Marsal Canada Inc.
 Court-Appointed Receiver
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 PO Box 22
 Toronto, ON M5J 2J1

**RE: 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
 (the "Companies")**

INVOICE #1- 817400

For professional services rendered in our capacity as Court-appointed Receiver of the above subject Companies for the period to September 30, 2018, pursuant to our Appointment Order dated September 11, 2018.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	9.4	\$860	\$8,084.00
G. Karpel, Senior Director	38.1	\$675	25,717.50
M. Brouwer, Director	62.7	\$525	32,917.50
N. Fennema, Associate	31.1	\$400	12,440.00
Z. Gold, Analyst	44.9	\$375	16,837.50
A. Singels-Ludvik, Associate	8.1	\$300	2,430.00
	<u>194.3</u>		<u>\$98,426.50</u>
Add: Out of pocket expenses - travel costs			<u>1,691.60</u>
			\$100,118.10
Add: HST @ 13% *			<u>13,004.13</u>
TOTAL INVOICE			<u><u>\$113,122.23</u></u>

**Excludes HST exempt out of pocket expenses*

Mailing Instructions:

Alvarez & Marsal Canada ULC
 Att: Audrey Singels-Ludvik
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 P.O. Box 22
 Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
 Account Name: Alvarez & Marsal Canada ULC
 Swiftcode: TDOMCATTOR
 Bank Address: 55 King Street West
 Toronto, ON
 Bank Transit #: 10202
 Institution #: 0004
 Account #: 5508901
 Reference #: MD Health - Inv. #1 (817400)
 HST#: **83158 2127 RT0001**

St. Maharial Pharmacy Inc. et al - 817400
DETAILED SUMMARY – to September 30, 2018

<u>A. Hutchens</u>	<u>Hrs.</u>	
Sept 7	Review iterations of the draft Appointment Order and teleconference with Aird & Berlis (“A&B”) on same.	2.2
Sept 10	Review the revised draft Appointment Order and emails with Blakes and A&B to finalize same; internal discussions on the Appointment Order and Day 1 receivership tasks.	1.6
Sept 11	Internal discussions and emails on Day 1 receivership matters/tasks.	0.7
Sept 12	Internal discussions and emails on Week 1 receivership matters/tasks; review the draft update email to Blakes on receivership activities to-date.	0.6
Sept 17	Internal discussions and emails on open receivership matters; emails with A&B on potential additional real property assets and deposits.	0.5
Sept 18	Internal discussions/emails and emails with A&B on open receivership matters; review the draft letter regarding the Aruba condominium units/deposits and emails with A&B on same.	0.8
Sept 19	Internal discussions/emails and emails with A&B on open receivership matters; review the draft letter to the pharmacy landlord and emails with A&B on same.	0.7
Sept 20	Internal discussions/emails and emails with A&B on open receivership matters; review iterations of the draft BIA statutory notice and finalize same for submission to the Office of the Superintendent of Bankruptcy, etc.; review the draft letter to Blaney McMurtry on retainer funds held in trust.	0.8
Sept 21	Review the draft agenda for next week’s meeting with Blakes; internal discussions/emails and emails with A&B on open receivership matters.	0.4
Sept 24	Review the draft schedules (asset tracker and summary of real property listing proposals) for tomorrow’s meeting with Blakes; emails regarding the draft agenda for the meeting.	0.4
Sept 25	Review the draft Statement of Receipts and Disbursements; internal discussions regarding pharmacy contents, Professional Services Agreements with doctors and next steps with doctors and the pharmacy landlord.	0.3



St. Maharial Pharmacy Inc. et al - 817400
DETAILED SUMMARY – to September 30, 2018

Sept 26	Internal discussion regarding the real property listing agreements; emails with FCA Insurance Brokers on the Insurance Survey Forms for receivership assets.	0.4
TOTAL – A. Hutchens		9.4 hrs.

G. Karpel

Hrs.

Sept 7	Review iterations of draft Receivership Order, conference call with A&B to discuss same; meeting with internal A&M team to discuss taking possession and first day matters; review correspondence from A&B regarding real properties, title and other matters.	2.5
Sept 8	Review draft Receivership Order, correspondence with I. Aversa and K. Plunkett regarding same.	0.4
Sept 9	Conference call with I. Aversa and S. John of A&B to discuss receivership order; review Mareva motion record and prepare summary regarding same.	1.5
Sept 10	Discussions with M. Brouwer regarding work plan, receivership preparation and other matters; discussions with A. Hutchens regarding indemnity and final form of Order.	0.7
Sept 11	Attend receivership appointment Court hearing; review notices to be posted on properties; review bank records provided by Blakes; correspondence with A. Singels-Ludvik regarding appointment and opening bank accounts; correspondence and discussions with M. Brouwer and Z. Gold regarding updates with respect to taking possession of the residential properties; draft and send letters to various financial institutions regarding freezing of accounts; prepare for and attend conference call with S. Woods, C. Burr and E. Hoult of Blakes and I. Aversa of A&B with respect to a status update of receivership matters and status of properties; discussion with I. Aversa regarding bank accounts and personal items.	5.5
Sept 12	Correspondence with various financial institutions regarding banking matters and accounts; review agreement of purchase and sale for Georgetown property, discussions with I. Aversa regarding same; discussions and correspondence with M. Brouwer and Z. Gold regarding inventory taking; discussions with potential real estate agents regarding listing proposals; correspondence and discussions with I. Aversa regarding various matters; draft detailed status update for Blakes regarding receivership activities.	4.2



St. Maharial Pharmacy Inc. et al - 817400
DETAILED SUMMARY – to September 30, 2018

Sept 13	Correspondence with financial institutions regarding transfer of funds; discussion with A. Hutchens regarding file matters; discussion and correspondence with May Ventanilla regarding property located at 5045 Churchill Boulevard; contact various realtors regarding listing proposals and site visits; discussions and correspondence with E. Rechtman, counsel to landlord of the leased pharmacy premises; discussions with Z. Gold and M. Brouwer regarding file matters and workplan; draft update email to Blakes regarding status of receivership matters.	3.3
Sept 14	Review taking possession memo prepared by M. Brouwer, provide comments regarding same; discussions with TD regarding transfer of funds; correspondence regarding other file matters.	0.7
Sept 16	Review of landlord lease, correspondence with A&B regarding same.	0.4
Sept 17	Attend at 2334 Hammond Road to inspect property and meet with potential realtors; correspondence with landlord counsel regarding pharmacy; correspondence with S. John (A&B) regarding property matters and searches; discussions and correspondence with M. Brouwer regarding taking possession and receivership matters; review of new information regarding properties owned by the Defendants, research and correspondence with realtor engaged by the Defendants; prepare update email to Blakes regarding various properties.	3.5
Sept 18	Correspondence with real estate brokers regarding 8 Calico Court property; correspondence with S. Thom regarding previous bankruptcy application; correspondence with A&B regarding various matters; discussions with M. Brouwer regarding insurance matters and notices.	0.9
Sept 19	Correspondence with A&B regarding various file matters; discussion with Intercity Realty regarding 8 Calico Court.	0.5
Sept 20	Discussions with K. Plunkett regarding various file matters; review of 8 Calico Court sale documents; review and comment on S. 246 notice and insurance questionnaire, discussions with A. Hutchens regarding same; attend conference call with J.C. Killey of Paliare Roland regarding patient records and pharmaceuticals found on premises; correspondence with TD Bank regarding funds transfer; discussions with Z. Gold regarding taking possession, website updates and other file matters.	3.1



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Sept 21	Conference call with E. Hault, C. Burr of Blakes and K. Plunkett of A&B regarding a number of file matters; discussions with S. Manji, College of Pharmacists, (the “College”) regarding possession of patient records and pharma products; discussions with Z. Gold regarding taking possession; correspondence with realtors regarding listing proposals; discussion with E. Rechtsman regarding pharmacy lease; prepare draft agenda for meeting on Tuesday.	1.5
Sept 22	Review of property summary and status schedule, provide comments regarding same; review realtor listing proposals; review realtor proposal summary and provide comments regarding same.	1.1
Sept 24	Review of pharmaceutical inventory listing; discussions with realtor regarding 8 Calico Court; discussion with E. Rechtsman regarding access to pharmacy; internal discussions regarding inventory of pharmaceuticals and patient records; meeting with S. Manji of the College to transfer patient records and pharmaceuticals to the College; discussions with A. Hutchens regarding various file matters; discussion with I. Aversa to prepare for meeting with Blakes.	2.3
Sept 25	Prepare for and attend at update meeting with Blakes and A&B to review current status of receivership matters and next steps; discussions with J. Pilarski regarding broker listings and other sale matters for house; correspondence and discussions with M. Brouwer regarding pharmacy location, records found and discussions with College representatives and landlord; phone calls to former tenants of pharmacy premises regarding patient records.	2.7
Sept 26	Review listing agent agreements, correspondence with broker regarding same; correspondence with landlord and College regarding medical records at pharmacy; correspondence with insurance broker regarding insurance coverage; correspondence with I. Aversa regarding file matters; review letters to be sent to doctors.	1.2
Sept 27	Discussions with I. Aversa and K. Plunkett regarding correspondence with real estate agent; correspondence with M. Brouwer regarding vehicles; discussions with doctors regarding custody of their records; discussions with K. Plunkett regarding real estate matters; review and comment on letter to CRA; review of information provided by broker regarding 8 Calico property.	1.7
Sept 28	Discussion with E. Rechtsman regarding pharmacy premises; discussion with K. Plunkett regarding various file matters.	0.4
TOTAL – G. Karpel		38.1 hrs.



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<u>M. Brouwer</u>	<u>Hrs.</u>
Sept 7 Initial meeting with G. Karpel and team to review plan for first day activities including taking possession of various properties.	0.5
Sept 10 Meeting with G. Karpel to review and develop receivership work plan; review of draft Court documents from A&B including Receivership Order; drafting of receivership Notices to banks; internal discussions on the Appointment Order and Day 1 receivership tasks.	2.4
Sept 11 Preparing receivership Notices for tenants at 5045 Churchill Meadows; day one activities including site visits to 5045 Churchill Meadows and 2334 Hammond Road, taking possession of property, arrange for changing of the locks, walkthrough and photos of 2334 Hammond Road, arranging for set-up of alarm system and monitoring at 2334 Hammond Road; discussions with tenants at 5045 Churchill Meadows and delivery of receivership Notices.	7.6
Sept 12 Packing up documents located at 2334 Hammond road to be brought back to A&M offices for review; taking inventory of contents of 2334 Hammond Road and documenting same with Z. Gold and N. Fennema; meeting with M. Bloom (Alert Security) on site at 2334 Hammond to set-up security system and third-party monitoring.	7.8
Sept 14 Review documents found at 2334 Hammond Road and filing of same; preparing Notices to utilities companies; call with Rogers phone services; review of inventory documentation for 2334 Hammond Road.	6.0
Sept 17 Arrange mail forwarding with Canada Post; review and filing of various documents found at 2334 Hammond Road; update meeting with G. Karpel to discuss findings from document review; deposit to receiver's account; title search for additional properties/addresses identified during document review.	5.7
Sept 18 Draft Section 246 Notice; correspondence with Budds BMW regarding security on MiniCooper and BMW; review documents found on premises at 2334 Hammond; pulling property details from MLS for owned residential properties; drafting various insurance documents; update meetings with G. Karpel and team.	7.2
Sept 19 Communications with Budds BMW regarding status of various vehicle leases; correspondence with Greenfield Landscaping regarding 2334 Hammond Road; update discussions with A. Hutchens; review of documents found at 2334 Hammond Road; correspondence with A&B regarding various letters and Notices.	6.7



St. Maharial Pharmacy Inc. et al - 817400
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Sept 24	Review documents found at 2334 Hammond and filing of same; meeting with S. Manji and associate from the College; correspondence with Budds BMW regarding the removal security registration.	5.5
Sept 25	Attend at pharmacy location to take inventory; meeting with property manager and College at 186 Main St. to remove patient records and pharmaceuticals; review contents at pharmacy location; update calls with G. Karpel and team throughout the day; documentation of the day's activities.	8.1
Sept 26	Review 186 Main St. South taking possession memo to file; correspondence with utilities company; correspondence with pharmacy landlord; correspondence with Budds BMW regarding removal of security; review of records located on computers located at pharmacy; update with G. Karpel.	4.3
Sept 27	Correspondence with Budds BMW; updates with G. Karpel; call with Z. Gold regarding maintenance of 2334 Hammond.	0.9
TOTAL – M. Brouwer		62.7 hrs.

N. Fennema

Hrs.

Sept 12	Document details of property at 2334 Hammond road including photo evidence of each indoor room, each outdoor area, and all physical assets on hand with M. Brouwer and Z. Gold; box information and bring documents back to A&M offices for review.	9.2
Sept 14	Review and document records obtained; create detailed index of documents.	4.1
Sept 17	Review and document records obtained; create detailed index of documents.	3.3
Sept 24	Review all documents obtained from property for potential client information; extract all client related documents to assist with the College and the removal of specified documents.	1.3
Sept 25	Attend at pharmacy location to take inventory; meet with property manager and College team at pharmacy to remove patient records and pharmaceuticals; review contents at pharmacy location and begin to create photo index of all rooms on premises.	4.1



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DETAILED SUMMARY – to September 30, 2018

Sept 26	Document details of September 25, 2018 pharmacy inspection; finish creating index of photos taken of property; review files within two desktop computers obtained from the pharmacy; attempt to recover patient records from desktop computers.	3.1
Sept 27	Coordinate with vendors regarding property at 2334 Hammond Rd. to be returned; review files within two desktop computers obtained from the pharmacy and correspond with C. Chan of the College regarding computer files; begin to backup all information contained in both computers to an external hard drive.	4.4
Sept 28	Correspond with vendors regarding personal property to be returned; complete the backup of data on computers obtained from the pharmacy and from 2334 Hammond.	1.6
TOTAL – N. Fennema		31.1 hrs.

Z. Gold

Sept 11	Attend 5045 Churchill Meadows residence; provide resident with a Court Order and explain receivership appointment; attend 2334 Hammond residence; provide cleaning person with Court Order and explain receivership appointment; oversee Reliable Lock & Safe to change locks and secure windows, inspect and photograph the interior and exterior of the residence; conduct high-level inventory; communicate with residents of 5045 Churchill Meadows regarding lease agreement and related details.	5.0
Sept 12	Attend 2334 Hammond residence, conduct detailed inventory of interior and exterior contents, including photographs; organize and review documentation; transport pharmaceutical contents and documentation to A&M offices; create detailed index of contents including photograph references.	8.4
Sept 13	Continue to build searchable inventory index; draft detailed team narrative for first two days of receivership; review documentation and other items removed from 2334 Hammond residence.	2.0
Sept 14	Review documentation and other items removed from 2334 Hammond residence; prepare index of documentation and organize based on category and time period; attend 5045 Churchill Meadows residence and discuss receivership appointment with residents; photograph the interior and exterior of the residence; review current utilities and record account numbers/providers; communication with prospective realtors.	4.8



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DETAILED SUMMARY – to September 30, 2018

Sept 15	Amend 2334 Hammond inventory index.	0.5
Sept 16	Communication with prospective realtors.	0.5
Sept 17	Supervise individual tours with seven realtors at 2234 Hammond Road; follow-up communications with realtors.	4.9
Sept 18	Review and format 2334 Hammond contents index; communications with various realtors.	0.8
Sept 20	Communication with third-party website design studio to setup receivership website; review Court documents and post to website, communication with S. John regarding same.	1.1
Sept 21	Walk through of 2334 Hammond Road residence; open pool and equipment shed for JAF Pool Services; secure property after pool closing; meet Reliable Lock and Safe at 8 Calico Court residence to change locks and secure windows; inspect and photograph interior/exterior; review realtor sale proposals for the sale of 2334 Hammond Road and 5045 Churchill Meadows Boulevard; draft summary of realtor sale proposals.	6.8
Sept 22	Further review of realtor proposals; revise real estate summary; draft schedule outlining real estate and estimated values.	0.8
Sept 24	Attend meeting with College investigators; review outstanding invoices.	0.5
Sept 25	Attend eight Calico residence to meet realtor and purchaser; inspect residence; attend pharmacy; assist the College with identification and removal of patient records and pharmaceuticals; inspect and photograph the premises; discussion with CEVA logistics regarding hot tub delivered to 2334 Hammond Road.	4.8
Sept 26	Communications with realtors.	0.6
Sept 27	Meeting with Jordan Glaser of Remax at 2334 Hammond to walk through property; communication with electrician and schedule appointment.	1.3
Sept 28	Discussions with Jordan Glaser regarding purchase of fridge and other outstanding items; discussions with cleaning company, packing company and carpet cleaning service to get the residence ready for listing; review and arrange payment of various invoices.	2.1
TOTAL – Z. Gold		44.9 hrs.



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<u>A. Singels-Ludvik</u>		<u>Hrs.</u>
Sept 11	Review email from G. Karpel regarding new account set up; prepare trust account activation form and send via email with Court Order to RBC; follow-up with RBC regarding same.	0.5
Sept 12	Prepare incoming wire transfer instructions email and forward to G. Karpel; prepare cheque order format and email to S. Ho of RBC regarding D&H order and follow-up call regarding same.	0.5
Sept 17	Process cheques received for deposit.	0.3
Sept 20	Process cheques received for deposit.	0.3
Sept 21	Arrange Notice and Statement of the Receiver to be sent via mail to all known creditors; send copy to Office of the Superintendent of Bankruptcy via email; process invoice for payment and update Schedule of Receipts and Disbursements.	3.9
Sept 24	Update Schedule of Receipts and Disbursements and prepare summary format and forward to G. Karpel; process cheque received for deposit.	1.2
Sept 25	Telephone call to RBC to obtain counter cheques and deposit slips for trust account and obtain same.	0.2
Sept 27	Process cheque received for deposit; prepare trust account activation form and send via email to RBC regarding RRSP funds.	0.5
Sept 28	Prepare transfer form to move RRSP funds to segregated trust account as per G. Karpel; follow-up with S. Ho of RBC regarding same; update Schedule of Receipts and Disbursements.	0.7
TOTAL – A. Singels-Ludvik		8.1 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900, P.O. Box 22
 Toronto, ON M5J 2J1
 Phone: +1 416 847 5200
 Fax: +1 416 847 5201

November 6, 2018

St. Maharial Pharmacy Inc., et al
 c/o Alvarez & Marsal Canada Inc.
 Court-Appointed Receiver
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 PO Box 22
 Toronto, ON M5J 2J1

**RE: 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
 (the "Companies")**

INVOICE #2- 817400

For professional services rendered in our capacity as Court-appointed Receiver of the Companies for the period October 1 to November 3, 2018, pursuant to the Appointment Order dated September 11, 2018.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	8.7	\$860	\$7,482.00
G. Karpel, Senior Director	38.5	\$675	25,987.50
M. Brouwer, Director	22.6	\$525	11,865.00
N. Fennema, Associate	10.6	\$400	4,240.00
Z. Gold, Analyst	45.7	\$375	17,137.50
A. Singels-Ludvik, Associate	3.6	\$300	1,080.00
	<u>129.7</u>		<u>\$67,792.00</u>

Add: Out of pocket expenses including travel costs, telephone, meals, replacement key for automobile and photocopying charges.			<u>2,409.56</u>
			\$70,201.56
Add: HST @ 13% *			<u>9,108.26</u>
TOTAL INVOICE			<u><u>\$79,309.82</u></u>

**Excludes HST exempt out of pocket expenses*

Mailing Instructions:

Alvarez & Marsal Canada ULC
 Att: Audrey Singels-Ludvik
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 P.O. Box 22
 Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
 Account Name: Alvarez & Marsal Canada ULC
 Swiftcode: TDOMCATTOR
 Bank Address: 55 King Street West
 Toronto, ON
 Bank Transit #: 10202
 Institution #: 0004
 Account #: 5508901
 Reference #: MD Health – Inv. #2 (817400)
 HST#: 83158 2127 RT0001

St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – October 1 to November 3, 2018

<u>A. Hutchens</u>	<u>Hrs.</u>
Oct 4 Review and finalize a series of disbursements; internal discussion regarding tomorrow's Court attendance; internal discussions on the First Report of the Receiver ("First Report"); emails with Aird & Berlis ("A&B") on open receivership matters; teleconference with A&B on tomorrow's Court attendance.	1.1
Oct 6 Review the draft First Report and internal emails on same.	1.0
Oct 7 Review the revised draft First Report and internal emails on same.	0.8
Oct 9 Review iterations of the draft First Report and finalize same for service; internal discussions regarding same.	1.6
Oct 10 Review the draft lease termination agreement for the Churchill Meadows residence and internal emails on same.	0.3
Oct 15 Review and finalize a series of disbursements; internal discussions on an offer submitted for the 2334 Hammond Road residence ("Hammond Residence"); review the draft letter regarding funds transferred to the Dominican Republic.	0.5
Oct 16 Internal discussions regarding the closing documentation for the 8 Calico Court residence ("Calico Residence") and the offer/counter for the Hammond Residence.	0.4
Oct 17 Review and co-sign closing documentation for the Calico Residence and internal discussions regarding closing matters.	0.5
Oct 18 Review and finalize a series of disbursements; internal discussions and emails with A&B related to [REDACTED]	0.7
Oct 19 Internal discussions regarding the Calico Residence and related correspondence among legal counsel.	0.3
Oct 23 Review the draft letter from A&B to counsel to the former purchaser of the Calico Residence and internal discussions on same.	0.4
Oct 24 Teleconference with A&B on the Calico Residence.	0.3
Oct 25 Review revisions to the sale agreement for the Calico Residence and internal discussions/emails with A&B on same.	0.5



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DETAILED SUMMARY – October 1 to November 3, 2018

Oct 29	Review and finalize the sale agreement for the Calico Residence.	0.3
TOTAL – A. Hutchens		8.7 hrs.

<u>G. Karpel</u>		<u>Hrs.</u>
Oct 1	Discussions and correspondence with A&B regarding various matters.	0.5
Oct 2	Review emails and correspondence from A&B; prepare draft summary on sale of Calico Residence and comparable transactions; discussions with Z. Gold regarding Hammond Residence and file matters.	1.4
Oct 3	Discussions with K. Plunkett regarding various receivership matters including Court attendance requested by Fam's counsel; correspondence with counsel and real estate agents regarding real estate matters; review letter to purchaser of Calico Residence; discussions with real estate broker for Calico Residence; discussions with Z. Gold regarding receivership matters.	1.3
Oct 4	Review Notice of Motion and Order, provide comments regarding same; discussion with M. Brouwer regarding bank statement review and other file matters; draft email to Blake Cassels & Graydon ("Blakes") with respect to receivership updates, discussion with K. Plunkett regarding same; discussions with K. Plunkett with respect to the scheduled Court attendance; discussions with Z. Gold regarding the First Report.	2.1
Oct 5	Prepare for and attend at Court with respect to Fam's scheduling hearing to vary Orders; review and revise the draft First Report.	5.8
Oct 6	Correspondence with A. Hutchens and M. Brouwer with respect to the draft First Report; prepare additional sections to the draft First Report, correspondence with K. Plunkett regarding same.	3.1
Oct 7	Correspondence with K. Plunkett and A. Hutchens regarding the draft First Report; review the draft letter to Intercity Realty; review of comments on the draft First Report.	1.2
Oct 8	Review Schedule B to the APS and listing for the Hammond Residence; review of A&B comments on the draft First Report and provide additional comments; review the draft letter to the purchaser of the Calico Residence.	1.4



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – October 1 to November 3, 2018

Oct 9	Review and finalize the First Report, discussions with A. Hutchens and K. Plunkett regarding same; discussions with Norton Rose, counsel to Pfizer; prepare an update email to Blakes; correspondence with CRA regarding various matters.	2.2
Oct 10	Review of lease termination agreement, provide comments regarding same; discussions with K. Plunkett regarding receivership matters; correspondence and discussions with medical doctors who practiced at the pharmacy located 186 Main Street South (the “Pharmacy”) regarding medical records left onsite; discussions with N. Fennema regarding medical records.	1.1
Oct 11	Discussions with K. Plunkett regarding various matters, including request from Fam’s counsel; discussions with Z. Gold regarding maintenance matters for the Hammond Residence; correspondence and discussions with doctors regarding medical records.	0.8
Oct 12	Correspondence and discussions with doctors regarding medical records; discussion with K. Plunkett regarding Georgetown properties; review banking transactions, discussions with M. Brouwer regarding same; correspondence with TD Canada Trust (“TD”) regarding bank records requests; correspondence with insurance broker regarding insurance matters.	1.1
Oct 15	Review letter to Starkman, counsel to Remington Georgetown, discussion with K. Plunkett regarding same; review wire transfers from bank accounts; draft email to A&B regarding foreign property investigations; review offer received for Hammond Residence.	1.2
Oct 16	Discussion with J. Glaser regarding offer for Hammond Residence; discussion with E. Hoult regarding various receivership matters; review and execute counter offer for Hammond Residence.	1.1
Oct 17	Prepare for and attend at Court; review and execute documents for Calico Residence closing; draft letter to TD regarding transfer of funds for Daniel Sadek account; discussions with R. Hooke and K. Plunkett regarding Calico Residence closing; review lease release letter; discussion with B. Payne of Classic Rock Coffee, draft letter regarding foreign property information request.	2.9



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Oct 18	Discussions and correspondence with real estate broker for Calico Residence; discussions and correspondence with K. Plunkett and R. Hooke regarding Calico Residence; review letter to purchaser regarding Calico Residence; review of extension letter for Calico Residence; discussion with Ontario College of Physicians (“OCP”) regarding medical records at pharmacy location; correspondence with doctors regarding records at pharmacy location.	3.1
Oct 19	Discussion with E. Hoult on updates to various receivership matters; discussion with Z. Gold and M. Brouwer regarding receivership update and planning; discussion with K. Plunkett and R. Hooke regarding Calico Residence; discussion with E. Hoult regarding Calico Residence.	1.7
Oct 22	Discussion with Z. Gold regarding Hammond Residence and personal property located on site; discussions with K. Plunkett regarding various receivership matters, including Calico Residence; discussion with J. Glaser regarding Hammond Residence listing and process; review bank statement documentation provided by TD; discussions with L. Grossi of Intercity Realty regarding Calico Residence.	1.4
Oct 23	Discussions with K. Plunkett regarding various receivership matters; discussion with A. Hutchens regarding Calico Residence; discussion with J. Glaser regarding 2334 Hammond; discussions with L. Grossi regarding Calico Residence; review of draft letter to counsel for Classic Rock Coffee.	1.1
Oct 24	Discussions with K. Plunkett regarding various receivership matters; discussion with A. Hutchens regarding Calico Residence; discussion with J. Glaser regarding Hammond Residence listing; discussions with L. Grossi regarding Calico Residence.	0.8
Oct 25	Discussion with E. Hoult to provide status update on various receivership matters; review offer received for Calico Residence, discussion with K. Plunkett and R. Hooke regarding same; review of offer received for Hammond Residence, discussion with J. Glaser regarding same; correspondence with landlord and doctors regarding records located at Pharmacy; discussion with the OCP regarding retired doctor medical records.	1.2
Oct 26	Correspondence and discussions with L. Grossi and K. Plunkett regarding Calico Residence.	0.5
Oct 29	Review of documentation required for sale of Calico Residence.	0.5



SERVICE LIST
(Updated February 13, 2019)

TO:	<p>SAMEH SADEK ALSO KNOWN AS SAM SADEK, ST. MAHARIAL PHARMACY INC. dba MD HEALTH PHARMACY, ST. MAHARIAL CLINIC INC., SRX INVESTMENT INC. and SHEPHERD RX PHARMACY INC.</p> <p>Email: sadekrx@gmail.com</p>
AND TO:	<p>ALVAREZ & MARSAL CANADA INC. Royal Bank Plaza, South Tower 200 Bay Street, Suite 2900 Toronto, ON M5J 2J1</p> <p>Greg Karpel Email: gkarpel@alvarezandmarsal.com</p> <p>Al Hutchens Email: ahutchens@alvarezandmarsal.com</p> <p><i>Court-appointed Receiver</i></p>
AND TO:	<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay Street, Suite 4000, Commerce Court West Toronto, ON M5L 1A9</p> <p>R. Seumas M. Woods Tel: 416-863-3876 Email: seumas.woods@blakes.com</p> <p>Erin Hault Tel: 416-863-4011 Fax: 416-863-2653 Email: erin.hault@blakes.com</p> <p>Chris Burr Tel: 416-863-3261 Email: chris.burr@blakes.com</p> <p><i>Lawyers for AstraZeneca Canada Inc.</i></p>

<p>AND TO:</p>	<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p>Ian Aversa Tel: 416-865-3082 Fax: 416-863-1515 Email: iaversa@airdberlis.com</p> <p>Kyle Plunkett Tel: 416-865-3406 Fax: 416-863-1515 Email: kplunkett@airdberlis.com</p> <p>Shakaira John Tel: 416-865-4637 Fax: 416-863-1515 Email: sjohn@airdberlis.com</p> <p><i>Lawyers for Alvarez & Marsal Canada Inc., the Court-appointed Receiver</i></p>
<p>AND TO:</p>	<p>ERIN RECHTSMAN 25 Sheppard Avenue West, Suite 1600 Toronto, ON M2N 6S6</p> <p>Tel: 416-221-8998 Email: erin@brassrootscapital.com</p> <p><i>Lawyer for the Landlord, Allenby Gardens Home Corp.</i></p>
<p>AND TO:</p>	<p>PALLET VALO LLP 77 City Centre Drive West Tower, Suite 300 Mississauga, ON L5B 1M5</p> <p>Dina Milivojevic Tel: 905.273.3022 Ext. 283 Email: dmilivojevic@pallettvalo.com</p> <p><i>Lawyer for CWB Maxium Financial Inc.</i></p>

AND TO:	<p>THOMAS LORENZ Barrister and Solicitor 2255 Kingsmill Crescent Oakville, ON L6M 3X8</p> <p>Tel: 905-847-1268 Email: thomas@lorenzlawyer.ca</p> <p><i>Lawyer for Muntler Shehadeh and Jolia Almalah, Purchaser of the Churchill Meadows Property</i></p>
AND TO:	<p>POPE & VALOIS LAW OFFICES 500 Dutton Drive Waterloo, ON N2L 4C6</p> <p>Aida Valois Tel: 519-888-0059 Email: aida@sandrapopelaw.com</p> <p><i>Lawyer for Baozhang Guo, Purchaser of the Hammond Property</i></p>
AND TO:	<p>ROYAL BANK OF CANADA 6th Floor, South Tower 200 Bay Street, Toronto, M5J 2J5</p> <p>Sarah Humphries Email: sarah.humphries@rbc.com</p> <p>Brad Cran Email: brad.cran@rbc.com</p>
AND TO:	<p>THE BANK OF NOVA SCOTIA 44 King Street West Toronto, ON M5H 1H1</p> <p>Email: cs.judicialdocumentservices@scotiabank.com</p>
AND TO:	<p>CANADIAN IMPERIAL BANK OF COMMERCE 199 Bay Street, Commerce Court West, 11th Floor Toronto, ON M5L 1A2</p> <p>Stephen Scholtz Senior Vice-President and General Counsel (Canada)</p> <p>Email: Stephen.Scholtz@CIBC.com</p>

AND TO:	<p>TD CANADA TRUST 33rd Floor, TD Tower North, TD Centre PO Box 1, Stn. Toronto Dom. Toronto, ON</p> <p>Dan Wolski Senior Counsel, TD Legal, TD Bank Group</p> <p>Email: daniel.wolski@td.com</p>
AND TO:	<p>BANK OF MONTREAL 1 First Canadian Place, 21st Floor Toronto, ON</p> <p>Miguel Mendes Senior Counsel & VP, BMO Financial Group</p> <p>Email: miguel.mendes@bmo.com</p>
AND TO:	<p>HSBC Branch 1675 The Chase Mississauga, ON L5M 5Y7</p> <p>and</p> <p>HSBC Branch 101-3029 Argentia Rd Mississauga, ON L5N8P7</p> <p>c/o HSBC BANK CANADA 1100-885 West Georgia Vancouver, BC V6C 3G1</p> <p>Mark Lavitt Acting Deputy General Counsel Tel: (604) 648-4971</p> <p>Email: mark.lavitt@hsbc.ca</p>

AND TO:	<p>HSBC BANK EGYPT SAE 306 Corniche El Nil, Maadi, Cairo, Egypt PO Box 124 Maadi Fax: +202 2529 8080 c/o HSBC BANK EGYPT 71 El Hegaz St. El Mahkama Square Heliopolis, Cairo, Egypt</p>
AND TO:	<p>HSBC BANK EGYPT SAE 306 Corniche El Nil, Maadi, Cairo, Egypt PO Box 124 Maadi Fax: +202 2529 8080</p>
AND TO:	<p>NATIONAL BANK OF CANADA 600 De La Gauchetière Street West, 4th Floor Montreal, Quebec H3B 4L2</p> <p>Dominic Paradis Vice-President, Legal Affairs and Corporate Secretary Corporate Secretary's Office</p> <p>Email: dominic.paradis@bnc.ca</p>
AND TO:	<p>STARKMAN BARRISTERS 304-675 Cochrane Drive East Tower Markham, ON L3R 0B8</p> <p>Paul Starkman Tel: (905) 477-3110 Fax: (905) 477-3210 Email: paulstarkman1@gmail.com</p> <p><i>Lawyers for Remington Georgetown Inc.</i></p>

AND TO:	<p>PALIARE ROLAND ROSENBERG ROTHSTEIN LLP 155 Wellington St. W., 35th Floor Toronto, ON M5V 3H1</p> <p>Jean-Claude Kelly Tel: 416-646-7473 Fax: 416-646-4301 Email: jean-claude.killey@paliareroland.com</p> <p><i>Lawyers for Ontario College of Pharmacists</i></p>
AND TO:	<p>MILLS & MILLS LLP 2 St. Clair Avenue West – Suite 700 Toronto, ON M4V 1L5</p> <p>Richard Worsfold Tel: 416-682-7113 Fax: 416-863-3997 Email: richard.worsfold@millsandmills.ca</p> <p><i>Lawyers for McKesson Canada Corporation</i></p>
AND TO:	<p>STUART BUDD & SONS LTD. 227 Wycroft Rd Oakville, ON L6K 3S3</p> <p>Jill Love-McMeekin Email: jlovemcmeekin@buddsbmw.com</p>
AND TO:	<p>BOYNE CLARKE LLP 99 Wyse Road, Suite 600 Dartmouth , Nova Scotia B3A 4S5</p> <p>Bryce Morrison Tel: 902-460-3433 Email: bmorrison@boyneclarke.ca</p> <p><i>Lawyers for STI Technologies Ltd.</i></p>

AND TO:	<p>DAVIES WARD PHILLIP & VINEBERG LLP 155 Wellington Street West, 40th Floor Toronto, ON, M5V 3J7</p> <p>James Bunting Tel: 416-367-7433 Email: JBunting@dwpv.com</p> <p><i>Lawyers for Claimsecure Inc.</i></p>
AND TO:	<p>BENNETT JONES LLP 3400 One First Canadian Place Toronto, Ontario M5X 1A4</p> <p>Ranjan Agarwal Tel: 416-777-6503 Email: AgarwalR@bennettjones.com</p> <p><i>Lawyers for Cameron Stewart Lifescience Canada Inc.</i></p>
AND TO:	<p>MINISTRY OF FINANCE (ONTARIO) Legal Service Branch 33 King Street West, 6th Floor Oshawa, ON L1H 8H5</p> <p>Kevin O'Hara Tel: 905-433-6934 Fax: 905-436-4510 Email: kevin.ohara@ontario.ca</p>
AND TO:	<p>DEPARTMENT OF JUSTICE Counsel for the Canada Revenue Agency The Exchange Tower 130 King Street West, Suite 3400 PO Box 36 Toronto, ON M5X 1K6</p> <p>Diane Winters Tel: 416-973-3172 Fax: 416-973-0810 Email: diane.winters@justice.gc.ca</p>

AND TO:	<p>ONTARIO COLLEGE OF PHARMACISTS Investigations and Resolutions 483 Huron Street Toronto, ON M5R 2R4 Phone: 1-800-220-1921 Fax: 416-847-8499</p> <p>Attention: Complaints Intake Assistant complaints@ocpinfo.com</p> <p>Attention: Shelina Manji, Investigator smanji@ocpinfo.com</p>
AND TO:	<p>DANIEL SADEK 5045 Churchill Meadows Blvd. Mississauga ON L5M 7Z8</p>
AND TO:	<p>MAY VENTANILLA, JOHN VENTANILLA, JIM VENTANILLA, FRANZ VENTANILLA AND MARY ROSE TAGACAY c/o May Ventanilla 5045 Churchill Meadow Blvd. Mississauga, ON L5M 7Z8</p> <p>Email: mayb.ventanilla@yahoo.com</p>
AND TO:	<p>AZURE BEACH RESIDENCES Sales Office 2 J.E. Irausquin Boulevard 260 Oranjestad, Aruba</p> <p>Attention: Marinelda Cartaya Email: mcartaya@azure-aruba.com</p>
AND TO:	<p>GRATEREAUX DELVA AND ASOCIADOS Plaza El patio de Cabarete Suites D y E Cabarete, Sosua, Puerto Plata República Dominicana</p> <p>Attention: Maria Elena Moreno Gratereaux Email: m.e.gratereaux@codetel.net.do</p>

AND TO:	<p>POUNDWISE INVESTMENT & DEVELOPMENT V.BA. 2 J.E. Irausquin Boulevard 266 Oranjestad, Aruba</p> <p>Attention: Alberto Perret-Gentil Email: aperret@perretingenieros.com</p>
AND TO:	<p>GRAVENSTIJN MARCHENA GRIFFITH Spinozastraat 3 P.O. Box 5066 Oranjestad, Aruba</p> <p>Attention: Nancy S. Gravenstijn Email: gmglawyers@setarnet.aw</p>
AND TO:	<p>O'CONNOR MACLEOD HANNA LLP 700 Kerr Street Oakville, ON L6K 3W5</p> <p>Orie H. Niedzwiecki Tel: 905-842-8030 ext. 3342 Fax: 905-842-2460 Email: orie@omh.ca</p> <p><i>Lawyers for Ms. Lilian Fam</i></p>
AND TO:	<p>NORTON ROSE FULBRIGHT CANADA LLP Royal Bank Plaza, South Tower Suite 3800, 200 Bay Street Toronto, ON M5J 2Z4</p> <p>Lynne O'Brien Email: lynne.obrien@nortonrosefulbright.com</p> <p>Orestes Pasparakis Email: orestes.pasparakis@nortonrosefulbright.com</p> <p><i>Lawyers for Pfizer Canada Inc.</i></p>
AND TO:	<p>NORTON ROSE FULBRIGHT CANADA LLP Royal Bank Plaza, South Tower Suite 3800, 200 Bay Street Toronto, ON M5J 2Z4</p> <p>Randy Sutton Email: randy.sutton@nortonrosefulbright.com</p> <p><i>Lawyers for Eli, Lilly and Company</i></p>

AND TO:	<p>MKC LAW GROUP 9070 Irvine Center Dr., Ste. #135 Irvine, CA 92618</p> <p>Min Chai Email: mchai@mkc-law.com</p> <p><i>Lawyers for Classic Rock Coffee Co.</i></p>
AND TO:	<p>STIKEMAN ELLIOTT LLP 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9</p> <p>Alex Rose Tel: 416-869-5261 Email: arose@stikeman.com</p> <p><i>Lawyers for ESI Canada</i></p>
AND TO:	<p>BENNETT JONES LLP 100 King Street West, Suite 3400 Toronto, ON M5X 1A4</p> <p>Dominique T. Hussey Tel: 416-777-6230 Email: husseyd@bennettjones.com</p> <p><i>Lawyers for Teva Canada Limited</i></p>
AND TO:	<p>BISCEGLIA & ASSOCIATES PROFESSIONAL CORPORATION 7941 Jane Street, Suite 200 Concord, ON L4K 4L6</p> <p>Emilio Bisceglia Tel: 905-695-5200 Email: ebisceglia@lawtoronto.com</p> <p><i>Lawyers for 170735 Ontario Inc., MD Investments Inc. and MD Health Medical Centre (Brampton) Inc.</i></p>

AND TO:	<p>BLANEY MCMURTRY LLP 2 Queen Street East, Suite 1500 Toronto, ON M5C 3G5</p> <p>Lou Brzezinski Tel: 416-594-2952 Fax: 416-594-5084 Email: lbrzezinski@blaney.com</p> <p>Varoujan Arman Tel: (416)-596-2884 Fax: (416)-593-2960 Email: varman@blaney.com</p> <p><i>Lawyers for Emily Rx Pharm Inc.</i></p>
AND TO:	<p>POTESTIO LAW 253 Jevlan Drive Vaughan, ON L4L 7Z6</p> <p>Timothy Gindy Dir: 905-850-2642 Fax: 905-850-8544 Email: tim@potestiolaw.com</p> <p><i>Lawyers for Medhat Saad, also known as Matty Saad</i></p>

E-mail Service List

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Stephen.Scholtz@CIBC.com; daniel.wolski@td.com; miguel.mendes@bmo.com;
mark.lavitt@hsbc.ca; dominic.paradis@bnc.ca; richard.worsfold@millsandmills.ca;
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lbrzezinski@blaney.com; varman@blaney.com; tim@potestiolaw.com;
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St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – October 1 to November 3, 2018

Oct 30	Correspondence with respect to Calico Residence sale.	0.2
Oct 31	Discussions with K. Plunkett regarding file matters, including pre-construction property, Calico Residence sale and Court attendance; discussion with J. Glaser of ReMax regarding Hammond Residence; discussion with J. Pilarski regarding comparable transactions for Georgetown pre-construction property and Hammond Residence.	0.8
TOTAL – G. Karpel		38.5 hrs.

M. Brouwer

Hrs.

Oct 4	Review bank statements and tracing of funds between accounts; review analysis and discuss various issues with G. Karpel including bank account activity, CRA, real estate properties, etc.	6.8
Oct 5	Review of bank statements and records; review and provide comments for motion materials and First Report; update with G. Karpel on bank statement review and First Report.	6.5
Oct 6	Review First Report; correspondence with G. Karpel regarding Court materials.	1.2
Oct 10	Review of bank statements and records.	3.9
Oct 12	Correspondence with Budd's BMW regarding vehicles and leases; correspondence with G. Karpel regarding review of bank transactions.	0.8
Oct 15	Meeting with Ontario College of Pharmacists at A&M offices.	0.5
Oct 18	Correspondence with Budd's BMW regarding vehicles and leases; correspondence with legal regarding release forms for BMW.	0.6
Oct 30	Prepare real estate analysis for Georgetown pre-construction property with recent comparable sales.	2.3
TOTAL – M. Brouwer		22.6 hrs.

N. Fennema

Hrs.

Oct 1	Correspond with vendor regarding return of property located at Hammond Residence; backup data on laptop obtained from Hammond Residence.	1.4
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St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – October 1 to November 3, 2018

Oct 4	Correspond with vendor regarding return of property located at Hammond Residence; backup data on laptop obtained from Hammond Residence.	1.8
Oct 10	Attend at Pharmacy to oversee the removal of medical records by physicians, discussions with the doctors and G. Karpel regarding same; coordinate pickup of property located at Hammond Residence.	5.9
Oct 12	Review list of doctors previously operating at the Pharmacy to determine contact information where possible; follow-up with vendors regarding return of personal property located at Hammond Residence.	1.1
Oct 22	Draft letter to Costco regarding return of property and request for refund.	0.4
TOTAL – N. Fennema		10.6 hrs.

Z. Gold

Oct 2	Attend at Hammond Residence; assist and oversee New Era Moving with packing and storing of personal items; meet with Jiffy Electrician regarding lighting at residence; draft the First Report; discussions with G. Karpel regarding various Hammond Residence and receivership matters.	7.5
Oct 3	Attend at Hammond Residence to oversee Bubbles and Squeak cleaning services; review and update Receiver's website; draft the First Report, discussions with G. Karpel and A&B regarding same.	6.5
Oct 4	Draft the First Report, discussions with G. Karpel regarding same; sort and review forwarded mail from the Pharmacy; review and arrange payment of various invoices; discussions with realtor regarding Hammond Residence and Churchill Meadows residence.	7.1
Oct 5	Draft the First Report, discussions with G. Karpel and A. Hutchens regarding same; discussions with realtor regarding Hammond Residence and Churchill Meadows residence; review of sale materials for Hammond Residence.	2.3
Oct 9	Attend Churchill Meadows residence with realtor; meeting with tenant to tour the property; review and update Receiver's website.	1.8



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – October 1 to November 3, 2018

Oct 11	Attend Hammond Residence with electrician regarding lighting at residence; review and arrange payment of various invoices; discussion with potential creditor; attend Calico Residence with potential purchaser and supervise property walkthrough.	3.4
Oct 17	Attend at Pharmacy, assist and oversee doctors with the removal of patient records and other materials left on premises, discussions with Orion Property Management regarding same.	4.2
Oct 22	Attend Hammond Residence, unboxing and sorting of records/items on site.	5.5
Oct 23	Discussions with Dr. McClure regarding medical records at Pharmacy; discussions with Shred-it to coordinate appointment.	0.5
Oct 24	Attend at Pharmacy to assist and oversee doctors with the removal of patient records and other materials left on premises; assist and oversee the destruction of certain records as designated by the medical doctors; discussions with Orion Property Management regarding same.	4.0
Oct 29	Attend at Budd's BMW to retrieve key ordered for Mini vehicle; removal of personal property and other items from vehicles at Hammond Residence; document and photograph vehicles for sale purposes; discussions with three car dealers regarding same; discussions with Ontario College of Pharmacists regarding medications retrieved from vehicles.	2.9
TOTAL – Z. Gold		45.7 hrs.

<u>A. Singels-Ludvik</u>		<u>Hrs.</u>
Oct 3	Process cheque received for deposit; update Schedule of Receipts and Disbursements.	0.2
Oct 4	Process invoices for payment; update Schedule of Receipts and Disbursements.	1.0
Oct 9	Process cheque received for deposit; update Schedule of Receipts and Disbursements.	0.2
Oct 15	Process invoices for payment; update Schedule of Receipts and Disbursements.	0.6



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – October 1 to November 3, 2018

Oct 18	Process cheque received for deposit; update Schedule of Receipts and Disbursements.	0.2
Oct 19	Process cheque received for deposit; update Schedule of Receipts and Disbursements.	0.6
Oct 23	Process cheque received for deposit; update Schedule of Receipts and Disbursements.	0.2
Oct 31	Process invoices for payment and cheque received for deposit; update Schedule of Receipts and Disbursements.	0.6
TOTAL – A. Singels-Ludvik		3.6 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900, P.O. Box 22
 Toronto, ON M5J 2J1
 Phone: +1 416 847 5200
 Fax: +1 416 847 5201

December 10, 2018

St. Maharial Pharmacy Inc., et al
 c/o Alvarez & Marsal Canada Inc.
 Court-Appointed Receiver
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 PO Box 22
 Toronto, ON M5J 2J1

**RE: 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
 (the "Companies")**

INVOICE #3- 817400

For professional services rendered in our capacity as Court-appointed Receiver of the Companies for the period November 4 to December 1, 2018, pursuant to the Appointment Order dated September 11, 2018.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	4.6	\$860	\$3,956.00
G. Karpel, Senior Director	20.2	\$675	13,635.00
M. Brouwer, Director	0.9	\$525	472.50
N. Fennema, Associate	4.3	\$400	1,720.00
Z. Gold, Associate	10.8	\$375	4,050.00
J.L. Ip, Analyst	1.8	\$335	603.00
A. Singels-Ludvik, Associate	1.6	\$300	480.00
	<u>44.2</u>		<u>\$24,916.50</u>

Add: Out of pocket expenses including travel costs, telephone and website maintenance charges	<u>1,171.55</u>
	\$26,088.05
Add: HST @ 13%	<u>3,391.45</u>
TOTAL INVOICE	<u><u>\$29,479.50</u></u>

Mailing Instructions:

Alvarez & Marsal Canada ULC
 Att: Audrey Singels-Ludvik
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 P.O. Box 22
 Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
 Account Name: Alvarez & Marsal Canada ULC
 Swiftcode: TDOMCATTTOR
 Bank Address: 55 King Street West
 Toronto, ON
 Bank Transit #: 10202
 Institution #: 0004
 Account #: 5519970
 Reference #: MD Health - Inv. #3 (817400)
 HST#: 83158 2127 RT0001

St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – November 4 to December 1, 2018

<u>A. Hutchens</u>		<u>Hrs.</u>
Nov 12	Review and revise the draft letter to Remington regarding deposits made on the Georgetown pre-construction property.	0.2
Nov 19	Review the draft Settlement and Mutual Release Agreement with Remington (the “Remington Settlement”); review the draft Notice of Motion for the upcoming Court hearing.	0.3
Nov 20	Review and finalize the Remington Settlement; review iterations of the draft Second Report of the Receiver (the “Second Report”) and internal discussions to finalize same for service.	2.7
Nov 28	Review and finalize closing documents for the sale of the Calico Court residence (including coordinating commissioning of certain documents) and emails with Aird & Berlis (“A&B”) on same.	1.2
Nov 30	Emails with A&B regarding the closing of the sale of the Calico Court residence.	0.2
TOTAL – A. Hutchens		4.6 hrs.

<u>G. Karpel</u>		<u>Hrs.</u>
Nov 1	Discussions and correspondence with K. Plunkett regarding open receivership matters; correspondence with J. Glaser regarding Hammond Residence; correspondence with E. Hoult regarding bank records.	0.5
Nov 2	Discussion with E. Hoult regarding various receivership matters; correspondence and discussion with R. Sutton regarding potential claims; correspondence with K. Plunkett regarding request by the Ontario College of Pharmacists (“OCP”) to proceed with regulatory body enforcement and Fam’s agent entering Hammond Residence.	0.7
Nov 5	Prepare analysis on Georgetown pre-construction deposit return, discussion with K. Plunkett and A. Hutchens regarding same; review of draft letter to Costco, discussion with N. Fennema regarding same.	1.1
Nov 6	Review of draft letter to tenant of Churchill Meadows Residence, correspondence with K. Plunkett regarding same; discussion with M. Ventanilla regarding Fam personal property; respond to K. Plunkett regarding request for information from Pfizer; discussion with I. Aversa regarding open receivership matters.	0.9



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – November 4 to December 1, 2018

Nov 7	Discussion with J. Glaser regarding update to Hammond residence sale process and Churchill Meadows listing.	0.2
Nov 8	Review of draft bill of sale for vehicles, provide comments regarding same; meeting with OCP and Z. Gold with respect to transfer of pharmaceuticals found in Mini vehicle; discussions with K. Plunkett regarding pre-construction property and other receivership matters.	1.2
Nov 9	Discussions with N. Fennema regarding transfer of Fam personal belongings.	0.2
Nov 11	Review of draft settlement letter to counsel to Remington Georgetown, provide comments regarding same.	0.4
Nov 12	Discussion with E. Hoult to provide update on various receivership matters; discussions with J. Pilarski of Remax regarding Hammond Residence; draft Bill of Sale for Mini; discussions with K. Plunkett and Z. Gold regarding bill of sale for Mini and Land Rover.	1.0
Nov 13	Correspondence with K. Plunkett regarding various receivership matters; discussions with Z. Gold regarding sale of vehicles.	0.4
Nov 14	Discussions with K. Plunkett regarding foreign property and other receivership matters.	0.3
Nov 19	Correspondence with Firstbrook Cassie regarding insurance matters and removal of sold vehicles from policies; correspondence with Remax regarding Churchill Residence; draft the Second Report of the Receiver, discussions with K. Plunkett regarding same; review of the draft Notice of Motion, draft Orders and other materials for Court filing.	7.7
Nov 20	Review of Second Report, discussions with A. Hutchens and K. Plunkett regarding same; review of settlement and mutual release agreement with Remington; review of revised motion materials and provide comments on same.	3.2
Nov 21	Review of revised offer for Churchill Meadows Residence, discussion with J. Glaser regarding same; review of case website, discussion with Z. Gold regarding same.	0.4
Nov 23	Correspondence with K. Plunkett regarding Remington matter.	0.1
Nov 26	Review of offer received on Churchill Meadows residence, correspondence with K. Plunkett and J. Glaser regarding same.	0.5



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – November 4 to December 1, 2018

Nov 27	Review of offer received on Churchill Meadows residence, correspondence with J. Glaser regarding same; correspondence with K. Plunkett regarding [REDACTED]	0.5
Nov 29	Review of offer received on Hammond residence, discussion with K. Plunkett regarding same; discussions with K. Plunkett regarding OCP Order.	0.5
Nov 30	Review of offer received on Hammond residence, correspondence with K. Plunkett and J. Glaser.	0.4
TOTAL – G. Karpel		20.2 hrs.
 <u>M. Brouwer</u>		 <u>Hrs.</u>
Nov 19	Preparation of the Second Report of the Receiver.	0.9
TOTAL – M. Brouwer		0.9 hrs.
 <u>N. Fennema</u>		 <u>Hrs.</u>
Nov 9	Review and update listing of L. Fam personal property to be removed from Hammond residence; attend at Hammond residence with M. Ventanilla to facilitate/assist with removal of requested personal property.	2.2
Nov 12	Attend at Hammond Residence with M. Ventanilla to facilitate/assist with removal of requested personal property.	2.1
TOTAL – N. Fennema		4.3 hrs.
 <u>Z. Gold</u>		
Nov 12	Negotiations with potential buyers and diligence on vehicle sales process; internal discussions regarding same.	1.8
Nov 13	Discussions with buyer and revision of sales documentation for vehicles ; discussions with A&B regarding same.	1.3
Nov 14	Finalize sales documentation for vehicles, internal discussions regarding same; review and arrange payment of various invoices.	1.4



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – November 4 to December 1, 2018

Nov 15	Discussion with Enercare customer service regarding billing of utilities and related matters.	0.6
Nov 16	Attend at Hammond residence with vehicles buyer and complete sales documentation, internal discussions regarding same; deposit funds with bank.	1.8
Nov 20	Review and revision of Receiver’s website; review and arrange payment of various invoices.	1.0
Nov 21	Discussion with Enercare customer service regarding billing of utilities and related matters; discussion with Alert Security customer service regarding billing of alarm monitoring.	2.1
Nov 22	Review and upload documents to Receiver’s website.	0.8
TOTAL – Z. Gold		10.8 hrs.

<u>J-L Ip.</u>		<u>Hrs.</u>
Nov 6	Attend at Hammond residence, meet with and oversee representative from car dealership for vehicle inspection and appraisal.	0.8
Nov 7	Attend at Hammond residence, meet with and oversee representative from car dealership for vehicle inspection and appraisal; deliver and sort Fam’s personal property; photograph vehicles for sale purposes.	1.0
TOTAL – J-L. Ip		1.8 hrs.

<u>A. Singels-Ludvik</u>		<u>Hrs.</u>
Nov 6	Process invoice for payment and update Schedule of Receipts and Disbursements.	0.2
Nov 9	Process invoice for payment and update Schedule of Receipts and Disbursements.	0.2
Nov 19	Process invoice for payment and update Schedule of Receipts and Disbursements.	0.2
Nov 21	Process invoices for payment and update Schedule of Receipts and Disbursements.	0.8



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – November 4 to December 1, 2018

Nov 28	Process cheque received for deposit and update Schedule of Receipts and Disbursements.	0.2
TOTAL – A. Singels-Ludvik		1.6 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
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January 4, 2019

St. Maharial Pharmacy Inc., et al
 c/o Alvarez & Marsal Canada Inc.
 Court-Appointed Receiver
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 PO Box 22
 Toronto, ON M5J 2J1

**RE: 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
 (the "Companies")**

INVOICE #4- 817400

For professional services rendered in our capacity as Court-appointed Receiver of the Companies for the period December 2 to 29, 2018, pursuant to the Appointment Order dated September 11, 2018.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	0.6	\$860	\$516.00
G. Karpel, Senior Director	5.3	\$675	3,577.50
A. Singels-Ludvik, Associate	0.8	\$300	240.00
	<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
	6.7		\$4,333.50
Add: Out of pocket expenses including travel costs, telephone and website maintenance charges			504.64
			<hr style="width: 100%;"/>
			\$4,838.14
Add: HST @ 13%			628.96
			<hr style="width: 100%;"/>
TOTAL INVOICE			\$5,467.10
			<hr style="width: 100%;"/>

Mailing Instructions:

Alvarez & Marsal Canada ULC
 Att: Audrey Singels-Ludvik
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 P.O. Box 22
 Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
 Account Name: Alvarez & Marsal Canada ULC
 Swiftcode: TDOMCATTTOR
 Bank Address: 55 King Street West
 Toronto, ON
 Bank Transit #: 10202
 Institution #: 0004
 Account #: 5519970
 Reference #: MD Health -- Inv. #4 (817400)
 HST#: 83158 2127 RT0001

St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – December 2 to 29, 2018

<u>A. Hutchens</u>		<u>Hrs.</u>
Dec 27	Internal emails on offers received for the 5045 Churchill Meadows property (the “Churchill Meadows Residence”).	0.2
Dec 28	Review the Asset Purchase Agreement for the Churchill Meadows Residence and internal emails/emails with Aird & Berlis (“A&B”) on same.	0.4
TOTAL – A. Hutchens		0.6 hrs.

<u>G. Karpel</u>		<u>Hrs.</u>
Dec 5	Correspondence with E. Hoult of Blake, Cassels & Graydon (“Blakes”) regarding closing of the sale of the Calico Court residence.	0.2
Dec 7	Correspondence with A&B regarding ExpressScripts payments.	0.2
Dec 10	Correspondence with A. Coluccio of Firstbrook Cassie regarding insurance matters.	0.2
Dec 11	Correspondence and discussions with K. Plunkett regarding various file matters including the Ontario College of Pharmacists (“OCP”) consent.	0.3
Dec 12	Review of the Schedule of Receipts and Disbursements (“R&D”), correspondence with A. Singels-Ludvik regarding same; provide update to Blakes regarding the R&D.	0.4
Dec 13	Review of motion and affidavit materials filed by counsel to Fam, discussions with K. Plunkett regarding same.	0.6
Dec 17	Discussions and correspondence with J. Glaser of Remax with respect to the sale of the Hammond Road residence (“Hammond Road Residence”).	0.3
Dec 18	Correspondence with Churchill Meadows Residence tenant regarding utility payments; review of offer received for Churchill Meadows Residence, correspondence with J. Glaser regarding same.	0.6
Dec 20	Discussion with K. Plunkett regarding Fam examinations and other open receivership matters.	0.2
Dec 24	Correspondence with J. Glaser regarding offers received for the Churchill Meadows Residence.	0.4



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – December 2 to 29, 2018

Dec 26	Review of offers received for the Churchill Meadows Residence, correspondence with J. Glaser regarding same.	0.6
Dec 27	Draft email to E. Hoult regarding the offers for the Churchill Meadows Residence; correspondence with K. Plunkett regarding offers received, review of asset purchase agreement and mark-up of same.	0.8
Dec 28	Discussion with S. Woods of Blakes regarding the sale of the Churchill Meadows Residence; review of asset purchase agreement and correspondence with J. Glaser regarding same.	0.5

TOTAL – G. Karpel **5.3 hrs.**

A. Singels-Ludvik

Hrs.

Dec 11	Process invoices for payment and update the R&D.	0.6
Dec 13	Process invoice for payment and update the R&D.	0.2

TOTAL – A. Singels-Ludvik **0.8 hrs.**





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900, P.O. Box 22
 Toronto, ON M5J 2J1
 Phone: +1 416 847 5200
 Fax: +1 416 847 5201

February 5, 2019

St. Maharial Pharmacy Inc., et al
 c/o Alvarez & Marsal Canada Inc.
 Court-Appointed Receiver
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 PO Box 22
 Toronto, ON M5J 2J1

**RE: 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
 (the "Companies")**

INVOICE #5 – 817400

For professional services rendered in our capacity as Court-appointed Receiver of the Companies for the period December 30, 2018 to January 31, 2019, pursuant to the Appointment Order dated September 11, 2018.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
A. Hutchens, Managing Director	1.9	\$860	\$1,634.00
G. Karpel, Senior Director	11.5	\$675	7,762.50
M. Brouwer, Director	4.0	\$525	2,100.00
Z. Gold, Associate	1.2	\$375	450.00
A. Singels-Ludvik, Associate	2.1	\$300	630.00
	<u>20.7</u>		<u>\$12,576.50</u>

Add: Out of pocket expenses – travel costs	91.92		
			<u>\$12,668.42</u>
Add: HST @ 13%			<u>1,646.89</u>
TOTAL INVOICE			<u>\$14,315.31</u>

Mailing Instructions:

Alvarez & Marsal Canada ULC
 Att: Audrey Singels-Ludvik
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 P.O. Box 22
 Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
 Account Name: Alvarez & Marsal Canada ULC
 Swiftcode: TDOMCATTTOR
 Bank Address: 55 King Street West
 Toronto, ON
 Bank Transit #: 10202
 Institution #: 0004
 Account #: 5519970
 Reference #: MD Health – Inv. #5 (817400)
 HST#: 83158 2127 RT0001

St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – December 30, 2018 to January 31, 2019

<u>A. Hutchens</u>	<u>Hrs.</u>
Jan 7 Internal discussion and emails on offers received for the 2334 Hammond Road residence (“Hammond Residence”), the Aruba properties and information requests related to Ms. Fam’s upcoming cross-examination.	0.3
Jan 9 Review certain aspects of the three offers received for the Hammond Residence.	0.5
Jan 10 Internal discussion on timing for Court approval of the sale of the Hammond Residence and related matters.	0.2
Jan 16 Internal discussion and emails on the request for an extension to the date for waiving the financing condition in the sale agreement for the Hammond Residence.	0.2
Jan 30 Review the draft Claims Procedure Order and emails with Aird & Berlis LLP (“A&B”) on same.	0.7
TOTAL – A. Hutchens	1.9 hrs.

<u>G. Karpel</u>	<u>Hrs.</u>
Jan 3 Discussion with K. Plunkett regarding Foreign Property and update on other file matters.	0.4
Jan 4 Review correspondence from Blakes regarding Fam matters; correspondence with stakeholders regarding file updates; correspondence with J. Glaser of Remax regarding 5045 Churchill Meadows residence (“Churchill Meadows Residence”) sale.	0.8
Jan 5 Review of offers received for the Hammond Residence.	0.5
Jan 6 Review of offers received for the Hammond Residence, discussions with J. Glaser regarding same.	1.0
Jan 7 Draft email update to Blakes regarding Hammond Residence offers, discussions with Blakes regarding same; discussions with J. Glaser regarding Churchill Meadows Residence and Hammond Residence; discussion with K. Plunkett regarding offers received and next steps; internal discussions regarding various matters.	0.7
Jan 8 Discussion with CRA regarding file status and updates; review of information request from Blakes, correspondence with K. Plunkett and A&M team regarding same.	0.5



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – December 30, 2018 to January 31, 2019

Jan 9	Discussions with J. Glaser regarding the Hammond Residence sale process and various offers; review of offer received for the Hammond Residence, correspondence with K. Plunkett regarding same.	0.6
Jan 10	Draft email to Blakes on the Hammond Residence sale process; discussion with K. Plunkett regarding Court attendance.	0.3
Jan 11	Review and coordinate information requested by Blakes with respect to Fam examination; meeting with K. Plunkett to review information to be provided.	3.7
Jan 14	Discussion with K. Plunkett regarding information request from Blakes; review of draft letter to Blakes, correspondence with K. Plunkett regarding same.	0.4
Jan 16	Discussion with J. Glaser regarding extension to waivers of conditions on Hammond Residence.	0.3
Jan 17	Review of documentation and respond to request from E. Hoult regarding banking documents.	0.4
Jan 22	Discussion with J. Glaser regarding extension to waivers of conditions on Hammond Residence.	0.3
Jan 23	Discussion with K. Plunkett with respect to Fam cross-examination; correspondence with tenant regarding sale of Churchill Meadows Residence.	0.5
Jan 24	Discussion with tenant regarding sale of Churchill Meadows Residence and other matters.	0.2
Jan 25	Prepare and begin drafting sections of the Third Report of the Receiver.	0.5
Jan 30	Discussion with K. Plunkett regarding draft Orders and other approval matters; correspondence with J. Glaser regarding sale of properties.	0.4
TOTAL – G. Karpel		11.5 hrs.



St. Maharial Pharmacy Inc., et al - 817400
DETAILED SUMMARY – December 30, 2018 to January 31, 2019

<u>M. Brouwer</u>		<u>Hrs.</u>
Jan 11	Review and compile information for requests with respect to Fam cross examination; meeting with K. Plunkett to review information.	4.0
TOTAL – M. Brouwer		4.0 hrs.

<u>Z. Gold</u>		<u>Hrs.</u>
Jan 18	Attend Hammond Residence.	1.2
TOTAL – Z. Gold		1.2 hrs.

<u>A. Singels-Ludvik</u>		<u>Hrs.</u>
Jan 8	Process invoices for payment and update Schedule of Receipts and Disbursements (“R&D”).	0.8
Jan 11	Process invoices for payment; process cheques received for deposit and update R&D.	0.3
Jan 22	Process invoice for payment; process cheques received for deposit and update R&D.	0.2
Jan 28	Process cheques received for deposit and update R&D.	0.2
Jan 30	Process invoices for payment and update R&D.	0.6
TOTAL – A. Singels-Ludvik		2.1 hrs.



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

AFFIDAVIT OF FEES

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

Tel: 416.863.1500
Fax: 416.863.1515
Email: iaversa@airdberlis.com /
kplunkett@airdberlis.com /
sjohn@airdberlis.com

Ian Aversa – LSO No. 55449N
Kyle B. Plunkett - LSO No. 61044N
Shakaira John – LSO No. 72263D

*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 I

**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

AFFIDAVIT OF IAN AVERSA
(sworn February 12, 2019)

I, **IAN AVERSA**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

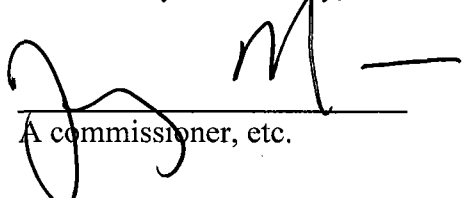
1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP is acting as counsel for Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of 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**”).
2. Aird & Berlis LLP has prepared statements of account in connection with its mandate as counsel to the Receiver, detailing its services rendered and disbursements incurred, namely:

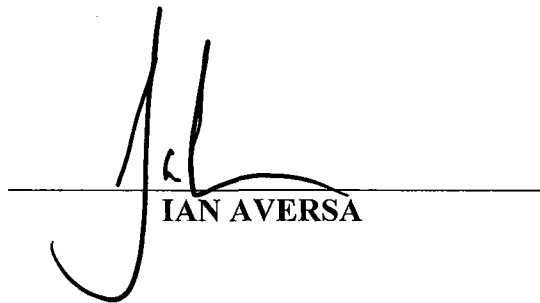
- (a) an account dated September 28, 2018 in the amount of \$60,428.42 in respect of the period from September 5, 2018 to September 28, 2018;
- (b) an account dated October 29, 2018 in the amount of \$71,438.46 in respect of the period from September 28, 2018 to October 26, 2018;
- (c) an account dated December 11, 2018 in the amount of \$36,037.21 in respect of the period from October 3, 2018 to November 30, 2018;
- (d) an account dated December 20, 2018 in the amount of \$4,342.43 in respect of the period from December 3, 2018 to December 17, 2018; and
- (e) an account dated January 28, 2019 in the amount of \$14,974.54 in respect of the period from December 19, 2018 to January 25, 2019,

(the “**Statements of Account**”). Attached hereto and marked as **Exhibit “A”** to this Affidavit are copies of the Statements of Account. The average hourly rate of Aird & Berlis LLP is \$425.30.

- 3. Attached hereto and marked as **Exhibit “B”** to this Affidavit is a chart detailing the lawyers, law clerks and articling students who have worked on this matter.
- 4. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of Aird & Berlis LLP and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

SWORN before me at the City of)
 Toronto, in the Province of Ontario)
 this 12th day of February, 2019)


 _____)
 A commissioner, etc.)
 JEREMY NEMERO



 IAN AVERSA

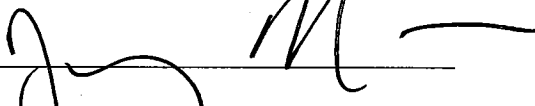
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF IAN AVERSA

Sworn before me

This 12th day of February, 2019



Sereniy Nemer

Commissioner for taking Affidavits, etc

IN ACCOUNT WITH:

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlis.com

Alvarez & Marsal Canada Inc.
2900 - 200 Bay Street
P.O. Box 22
Toronto, ON
M5J 2J1

Attention: Mr. Greg A. Karpel

Account No.: 611482

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 53502/146502

September 28, 2018

Re: Potential Insolvency Proceedings of St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc. and Shepherd RX Pharmacy Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended September 28, 2018

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
KBP	05/09/18	\$435.00	0.40	\$174.00	Attend intro call with G. Karpel regarding new mandate; review and respond to emails from client team.
IEA	06/09/18	\$525.00	2.50	\$1,312.50	Telephone call and emails to and from Blakes, client and S. John re update and next steps; Engaged with reviewing draft order and providing comments; Emails and discussions with client and K. Plunkett re same
SJ	06/09/18	\$305.00	1.00	\$305.00	Call with I. Aversa and G. Karpel re receivership order
SRM	06/09/18	\$350.00	1.10	\$385.00	Conduct prelims, Obtain, review and report on corporate profiles and PPSA searches
KBP	06/09/18	\$435.00	1.20	\$522.00	Review and provide comments on draft appointment order; various email exchanges with working group regarding same; attend call with I Aversa to discuss appointment scope and draft order.

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	07/09/18	\$525.00	3.10	\$1,627.50	Engaged with reviewing the draft order and providing comments; Telephone call, emails and discussions with counsel, clients and S. John regarding same
CC	07/09/18	\$300.00	0.50	\$150.00	Search of title for two parcel registers, review thereof and summary to S. John, K. Plunkett and I. Aversa; search of title for 188 Main Street South, Brampton and review thereof
SJ	07/09/18	\$305.00	6.50	\$1,982.50	Research re objections re pharmacy records; Call with I. Aversa, K. Plunkett and G. Karpel re receivership order; Revise order; Instruct C. Casasola re searches; Prepare blacklines of order; Email to G. Karpel and A. Hutchens re same; Email to A. Karpel re obligations re pharmacy records; Research and summarize statutory exemptions; Draft consent of proposed receiver
KBP	07/09/18	\$435.00	2.20	\$957.00	Various email exchanges with working group regarding application materials; review and respond to emails from I. Aversa regarding same; email exchange with Blakes team; review and provide comments on draft order; attend call with client team to discuss order.
IEA	08/09/18	\$525.00	1.00	\$525.00	Emails to and from clients, counsel and S. John regarding the draft order
IEA	08/09/18	\$525.00	2.50	\$1,312.50	Telephone calls and emails to and from clients, counsel and S. John
KBP	08/09/18	\$435.00	1.30	\$565.50	Review and provide comments on draft order; email exchange with client team to discuss materials; review and consider Mareva summary and orders.
SJ	09/09/18	\$305.00	1.50	\$457.50	Revise consent; Call with I. Aversa and G. Karpel ; Revise order; Instruct C. Casasola re searches

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	10/09/18	\$525.00	3.00	\$1,575.00	Engaged with reviewing the draft order and providing comments; Telephone calls, emails and discussions with clients, counsel and S. John regarding same; Emails and discussions regarding search results and parcel page requests; Engaged with reviewing court materials
CC	10/09/18	\$300.00	0.60	\$180.00	Request of various instruments on title to subject properties, review thereof and summary thereto to S. John and I. Aversa
SRM	10/09/18	\$350.00	0.20	\$70.00	Order, review and report on corporate profile for Allenby Gardens Home Corp.
IEA	11/09/18	\$525.00	3.50	\$1,837.50	Attend court; Several telephone calls, emails and discussions with clients, counsel and S. John re same
RTH	11/09/18	\$695.00	0.30	\$208.50	Attend to registration of order; Email to S. John
SJ	11/09/18	\$305.00	3.00	\$915.00	Prepare motion materials; Attend at court for motion; Email to R. Hooke re registering order; [REDACTED] Call with I. Aversa and team re receiver progress
IEA	12/09/18	\$525.00	2.70	\$1,417.50	Several telephone calls and emails with client and counsel re update and next steps; Engaged with related matters; Engaged with reviewing documents and correspondence from clients and discussions with clients re same; Discussions and instructions to S. John re same
SRM	12/09/18	\$350.00	0.20	\$70.00	Review application for bankruptcy order; Order official receiver search
JTN	12/09/18	\$375.00	0.30	\$112.50	Discussion with I. Aversa re potential next steps re residential properties
IEA	13/09/18	\$525.00	1.50	\$787.50	Engaged with reviewing documents

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					and correspondence regarding three APAs; Discussions and instructions to S. John regarding same; Engaged with reviewing draft letter regarding same and providing comments; Emails and discussions with clients and S. John
SJ	13/09/18	\$305.00	5.70	\$1,738.50	Draft letter re property; Review agreements of purchase and sale; Summarize same; Revise letter; Call with I. Aversa re correspondence; Draft letter re Aruba properties
IEA	14/09/18	\$525.00	0.20	\$105.00	Emails to and from clients and S. John
IEA	15/09/18	\$525.00	0.20	\$105.00	Emails to and from clients and S. John
IEA	16/09/18	\$525.00	0.30	\$157.50	Emails and discussions with clients and S. John
IEA	17/09/18	\$525.00	1.50	\$787.50	Telephone call, emails and discussions with clients, counsel and S. John; Engaged with related steps regarding same
CC	17/09/18	\$300.00	0.10	\$30.00	Search of title for 8 Calico Court and review of parcel register to confirm registered owner thereof
SJ	17/09/18	\$305.00	1.00	\$305.00	Instruct C. Casasola re searches; Revise letter; Report to G. Karpel re property searches; Email to R. Hooke re registration
KBP	17/09/18	\$435.00	2.60	\$1,131.00	Review and respond to various emails from working group; review and provide comments on draft letters re properties; review and consider draft documents; review sale documents; review lease agreement.
IEA	18/09/18	\$525.00	2.00	\$1,050.00	Several telephone calls, emails and discussions with clients, counsel, K. Plunkett and S. John; Engaged with reviewing draft materials and providing comments; Discussions and instructions to S. John and K.

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					Plunkett re same
CC	18/09/18	\$300.00	0.60	\$180.00	Search of title for two properties, 2501-49 East Liberty Street and 51 Kells Crescent; requesting title to 51 Kells Crescent and reporting thereto to S. John; search for adjacent properties to 49 East Liberty Street including PIN map, parcel registers and instrument noted thereon to determine property location;
RTH	18/09/18	\$695.00	0.30	\$208.50	Attend to registration of court order
SJ	18/09/18	\$305.00	3.00	\$915.00	Revise letters and instruct J. McLean re same; Discussion with K. Plunkett re letter; Email same; Report to client re order registration; Discussion with K. Plunkett re next steps; Instruct C. Casasola re search; Instruct M. McCann re Aruba documents
MM	18/09/18	\$260.00	2.30	\$598.00	Received instructions from S. John re reviewing and summarizing agreements of purchase and sale; Reviewed agreements and drafted summary of findings
KBP	18/09/18	\$435.00	2.70	\$1,174.50	Review and respond to various emails from client team; attend calls with Blakes team regarding lease termination and service; review and consider correspondence from pharmacy landlord; draft letter re Aruba property; review and consider various emails from Blakes team; finalize and prepare service list.
IEA	19/09/18	\$525.00	1.20	\$630.00	Emails to and from counsel, clients, K. Plunkett and S. John; Discussions and instructions to K. Plunkett and S. John; Engaged with reviewing documents and providing comments
CC	19/09/18	\$300.00	2.30	\$690.00	Conduct names search for various entities and individuals across all Ontario Land Registry Offices to determine property ownership; revisions to names chart per results;

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					email to S. John reporting thereto
FG	19/09/18	\$475.00	0.20	\$95.00	Conference with respect to the lease and the Landlord's remedies
SJ	19/09/18	\$305.00	6.80	\$2,074.00	Provide updates to I. Aversa; Instruct J. McLean re service list; Emails to E. Hoult re searches and service of order; Discussion with K. Plunkett re same; Prepare service letters; Instruct C. Casasola re searches; Revise letter re Aruba properties; Review M. McCann research; Serve order
MM	19/09/18	\$260.00	3.30	\$858.00	Reviewed agreement of purchase and sale; Drafted email re summary of findings as per S. John
KBP	19/09/18	\$435.00	3.10	\$1,348.50	Draft letter to LL counsel re pharmacy; various email exchanges with client regarding materials and draft letters to stakeholders; review and respond to emails from Blakes; review and consider emails from I. Aversa; attend calls with G. Karpel; review and respond to emails from M. Brouwer; review and consider emails from counsel.
IEA	20/09/18	\$525.00	1.90	\$997.50	Several telephone calls, emails and discussions to and from various counsel and stakeholders, Blakes, clients, K. Plunkett and S. John; Engaged with reviewing draft correspondence and providing comments; Emails and discussions with clients and S. John re same
SJ	20/09/18	\$305.00	7.40	\$2,257.00	Various emails to I. Aversa, K. Plunkett and G. Karpel; Meeting with M. McCann and K. Plunkett re motion record; Call with J. Killey re discipline hearing; Discussion with K. Plunkett re same; Draft letter to L. Brzezinski; Call with K. Plunkett and G. Karpel; Various discussions re motion record; Instruct S. Morris re search; Draft letters; Call with K. Plunkett, G. Karpel and J. Killey re OCP

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
MM	20/09/18	\$260.00	3.00	\$780.00	Meeting with S. John and K. Plunkett re instructions to r [REDACTED] [REDACTED] Reviewed the motion record and [REDACTED] Received instructions for research re RTA as per K. Plunkett
SRM	20/09/18	\$350.00	0.10	\$35.00	Order, review and report on profile for Emily RX Pharm Inc.
KBP	20/09/18	\$435.00	2.60	\$1,131.00	Attend update call with Blakes team and client regarding general updates and recent offer to purchase 8 Calico, and general updates with OCP; attend call with counsel to OCP to discuss coordination of removal and seizure of patient records; review and respond to various emails from client team; assist with redaction of the motion record for posting; letters to foreign property brokers; letter to Blaneys; letter to broker of Calico property; provide summary regarding finding on searches.
IEA	21/09/18	\$525.00	0.60	\$315.00	Emails to and from clients, counsel and S. John; Discussions with K. Plunket and S. John
CC	21/09/18	\$300.00	0.10	\$30.00	Search of title and request thereof for 6846 Drummond Road, Niagara Falls
MM	21/09/18	\$260.00	2.30	\$598.00	Conducted research re tenancy agreement under the RTA as per K. Plunkett; Drafted email with findings to K. Plunkett and S. John
KBP	21/09/18	\$435.00	1.60	\$696.00	Review and respond to various emails from client team; review and consider various emails from OCP regarding collection of patient records and drugs; attend call with G. Karpel to discuss meeting with Blakes and draft closing agenda; review and respond to emails from Blakes team; attend update call with

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					Blakes team; review and consider documents related to sale of 8 Calico.
IEA	22/09/18	\$525.00	0.20	\$105.00	Emails to and from counsel, clients and G. Karpel
IEA	23/09/18	\$525.00	0.30	\$157.50	Emails to and from clients and K. Plunkett regarding the draft agenda and reviewing and providing comments regarding same
IEA	24/09/18	\$525.00	2.50	\$1,312.50	Several telephone calls, emails and discussions with clients, counsel and S. John
RTH	24/09/18	\$695.00	0.10	\$69.50	Telephone call from agent; Email to S. John
SJ	24/09/18	\$305.00	0.50	\$152.50	Call with R. Hutchen re property; Discussion with I. Aversa re same
KBP	24/09/18	\$435.00	1.70	\$739.50	Review and consider draft letters; review and respond to various emails from client team regarding properties and realization efforts; attend calls with client team.
IEA	25/09/18	\$525.00	3.20	\$1,680.00	Attend meeting with Blakes, A&M and S. John re status update and next steps; Telephone call with clients re same; Several emails and discussions with counsel, client and J. Nemers re same; Emails and discussions with CL office and client re court date
SJ	25/09/18	\$305.00	2.00	\$610.00	Attend at Blakes for update meeting with I. Aversa; Emails to E. Hoult re same
KBP	25/09/18	\$435.00	1.90	\$826.50	Review and provide comments on draft letters to stakeholders; attend call with G. Karpel; review and consider various emails from Blakes team; review and consider emails from working group; email exchange with I. Aversa; review APS.
IEA	26/09/18	\$525.00	3.50	\$1,837.50	Several telephone calls, emails and discussions with clients, counsel, K.

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					Plunkett and S. John; Engaged with preparing motion material
SJ	26/09/18	\$305.00	2.00	\$610.00	Call with G. Karpel re lease; Emails to E. Hoult re lease and correspondence; Draft letters re records; Calls with K. Plunkett re same; Revise letters
KBP	26/09/18	\$435.00	1.20	\$522.00	Draft letters to various parties regarding reqes for information; review and consider updated documents regarding Georgetown property; email exchanges with G. Karpel; review and consider emails from Blakes team regarding asset location and realization efforts.
IEA	27/09/18	\$525.00	2.80	\$1,470.00	Several telephone calls, emails and discussions with counsel, clients, K. Plunkett and S. John
SJ	27/09/18	\$305.00	2.00	\$610.00	Draft letter re CRA; Draft further letters re records; Revise same; Draft letter to HSBC Egypt; Revise same
KBP	27/09/18	\$435.00	1.60	\$696.00	Review and provide comments on draft letters to CRA and third party purchasers; various email exchanges with client to discuss outstanding issues relating to real properties; review and consider various emails from Blakes team; draft summary regarding Georgetown property agreement.
IEA	28/09/18	\$525.00	1.00	\$525.00	Emails to and from clients, counsel and S. John regarding correspondence to various stakeholders and next steps regarding same; Discussions and instructions to S. John regarding same
SJ	28/09/18	\$305.00	1.50	\$457.50	Revise letter; Instruct M. McCann re research; Instruct S. Kostopoulos re letter; Discussions with K. Plunkett re same
KBP	28/09/18	\$435.00	1.20	\$522.00	Review and consider final draft to

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					HSBC Egypt; attend call with G. Karpel to discuss outstanding items relating to real properties and realization efforts; review and consider APS re Georgetown property; review and consider emails from Blakes team and purported counsel to L. Fam.

TOTAL: 128.30 \$51,373.00

Name	Hours	Rate	Value
Kyle B. Plunkett (KBP)	25.30	\$435.00	\$11,005.50
Ian E. Aversa (IEA)	41.20	\$525.00	\$21,630.00
Shakaira John (SJ)	43.90	\$305.00	\$13,389.50
Shannon R. Morris (SRM)	1.60	\$350.00	\$560.00
Carlos Casasola (CC)	4.20	\$300.00	\$1,260.00
Randy T. Hooke (RTH)	0.70	\$695.00	\$486.50
Jeremy T. Nemers (JTN)	0.30	\$375.00	\$112.50
Meredith McCann (MM)	10.90	\$260.00	\$2,834.00
Faruk Gafic (FG)	0.20	\$475.00	\$95.00

OUR FEE \$51,373.00
 HST at 13% \$6,678.49

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Search Under P.P.S.A.	\$40.00
Due Diligence-Gov Fee	\$72.00
Teranet	\$127.30
Total Agency Costs	\$239.30

Subject to HST

Service Provider Fee	\$22.50
Due Diligence	\$49.00
Teraview Search	\$377.80
Photocopies - Local	\$652.00
Photocopies	\$11.25
Binding and Tabs	\$48.75
Imaging/Scanning	\$113.75
Bankruptcy Search	\$10.50
Service Fee Teranet	\$21.20

Deliveries/Parss	\$567.26	
Taxi	\$17.70	
Total Disbursements		\$1,891.71
HST at 13%		\$245.92
AMOUNT NOW DUE		\$60,428.42

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

33837104.1

IN ACCOUNT WITH:

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlis.com

Alvarez & Marsal Canada Inc.
2900 - 200 Bay Street
P.O. Box 22
Toronto, ON
M5J 2J1

Attention: Mr. Greg A. Karpel

Account No.: 613810

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 53502/146502

October 29, 2018

Re: Potential Insolvency Proceedings of St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc. and Shepherd RX Pharmacy Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended October 26, 2018

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
MM	28/09/18	\$260.00	0.20	\$52.00	Received instructions from S. John re conducting research re purchase and sale agreement
IEA	30/09/18	\$525.00	1.00	\$525.00	Engaged with preparing motion materials
IEA	01/10/18	\$525.00	2.90	\$1,522.50	Engaged with preparing motion materials; Telephone calls, emails and discussions with counsel, clients, K. Plunkett and S. John regarding motion materials and related tasks regarding next steps
MM	01/10/18	\$260.00	1.60	\$416.00	Researched re preconstruction building agreement for purchase and sale by a receiver as per K. Plunkett and S. John
KBP	01/10/18	\$435.00	2.20	\$957.00	Review and provide comments on draft motion materials; attend various calls with G. Karpel to discuss properties and APS re Georgetown property; review and consider draft emails to opposing counsel; review and consider emails from counsel to L. Fam; review and summarize key terms of APS.

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	02/10/18	\$525.00	3.10	\$1,627.50	Several telephone calls, emails and discussions with counsel, client and K. Plunkett, reviewing and revising draft materials and related tasks
SJ	02/10/18	\$305.00	2.00	\$610.00	Revise service list; Follow up re Aruba letter; Discussions with K. Plunkett and I. Aversa re motion
KBP	02/10/18	\$435.00	2.40	\$1,044.00	Review and respond to various emails from client; revise and circulate draft letters to stakeholders; revise and update court materials; review and consider emails from Blakes; attend various calls with client team to discuss upcoming motion and sale transaction; attend call with B. Finer regarding termination of APS and return of deposit.
IEA	03/10/18	\$525.00	3.00	\$1,575.00	Several telephone calls, emails and discussions with counsel, client, K. Plunkett and S. John
SJ	03/10/18	\$305.00	3.00	\$915.00	Call with I. Aversa re letter; Draft letter; Call with G. Karpel and K. Plunkett re motion; Call with K. Plunkett and S. Woods re same; Draft receiver report
KBP	03/10/18	\$435.00	2.40	\$1,044.00	Review and respond to various emails from working group regarding general updates; review and respond to various emails from Blakes team; attend all hands call with Blakes team to discuss updates; review and consider letter draft to brokers; review and provide comments on draft report language; review and consider emails re sale transaction for 8 Calico; review and consider emails from Blaneys regarding trust funds.
IEA	04/10/18	\$525.00	2.90	\$1,522.50	Several telephone calls, emails and discussions with clients, counsel, K. Plunkett, S. John regarding same; Discussions with K. Plunkett; Instructions to S. John; Engaged with drafting correspondence to BM; Emails regarding same
SJ	04/10/18	\$305.00	6.00	\$1,830.00	Draft receiver report; Draft letter; Discussions with K. Plunkett re hearing and report

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
KBP	04/10/18	\$435.00	3.10	\$1,348.50	Revise and update court materials for motion returnable October 17, 2018; draft and finalize letters to broker and purchaser of 8 Calico; email to Remington counsel regarding deposits; attend various calls with client team to discuss updates; revise and update draft sections for receiver's report; review and consider emails from L. Brezinski; review and consider emails from counsel to Fam regarding 9:30 hearing; prepare for court.
IEA	05/10/18	\$525.00	1.50	\$787.50	Telephone calls, emails and discussions with clients, counsel, K. Plunkett and S. John re hearing, upcoming hearing, property matters, security review and related tasks; Discussions with K. Plunkett re same; Discussions and instructions to S. John re same
CC	05/10/18	\$300.00	0.40	\$120.00	Brief review of Forbearance Agreement; search of title for two parcel registers in Mississauga; brief review of parcel registers; report to K. Plunkett thereto; review of Parcel Register and request of Charge to MCAP on 5045 Churchill Meadows Boulevard
SJ	05/10/18	\$305.00	5.50	\$1,677.50	Attend court with K. Plunkett for hearing; Draft receiver report; Discussions with K. Plunkett re report; Instruct J. McLean re service of motion record; Instruct S. Morris and C. Pugliese re searches
KBP	05/10/18	\$435.00	5.50	\$2,392.50	Prepare and attend in chambers appointment with client and counsel to Ms. Fam; review and update court materials for motion returnable October 17, 2018; review and respond to various emails from G. Karpel; discuss termination terms for tenant arrangement at Mississauga Semi; revise and circulate draft sections to report; review and update letters to broker.
CP	05/10/18	\$205.00	0.30	\$61.50	Review and report on verbal Ontario PPSA searches; Order certified PPSA searches
IEA	06/10/18	\$525.00	1.50	\$787.50	Engaged with reviewing several emails and draft correspondence and documents and providing comments and emails and

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					discussions re same
SRM	06/10/18	\$350.00	3.50	\$1,225.00	Begin review of non-negotiable security held by CWB and Maxium Financial; Order certified searches; Begin drafting security opinion
IEA	07/10/18	\$525.00	1.00	\$525.00	Engaged with reviewing several emails and draft correspondence and documents and providing comments and emails and discussions re same
KBP	07/10/18	\$435.00	4.10	\$1,783.50	Review and respond to various emails from I. Aversa and client regarding correspondence from purchaser and broker re 8 Calico; draft letter to broker; review and provide comments on draft first report; attend calls with client to discuss; review and respond to emails from I. Aversa.
IEA	08/10/18	\$525.00	2.50	\$1,312.50	Engaged with reviewing several emails and draft correspondence and documents and providing comments and emails and discussions re same
SJ	08/10/18	\$305.00	1.50	\$457.50	Prepare letters to L. Grossi and S. Zarb
KBP	08/10/18	\$435.00	4.20	\$1,827.00	Revise and circulate updated first report; review and respond to various emails from client team; draft letters to broker and purchaser re 8 Calico property; finalize court materials; email exchange with Blakes;
IEA	09/10/18	\$525.00	1.50	\$787.50	Engaged with reviewing several emails and draft correspondence and documents and providing comments and emails and discussions re same
SJ	09/10/18	\$305.00	4.50	\$1,372.50	Revise letter; Revise report; Prepare materials for service; Draft termination agreement; Call with G. Karpel re report
SRM	09/10/18	\$350.00	0.10	\$35.00	Brief review of certified PPSA searches and corporate profiles
KBP	09/10/18	\$435.00	3.80	\$1,653.00	Revise and finalize court materials for service; review and respond to emails from client team; review and respond to emails from Blakes team; review and consider emails from Norton Rose regarding Pfiser

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					claim; review and consider email from S. Sadek; compile and finalize for service of materials.
CP	09/10/18	\$205.00	0.20	\$41.00	Review and report on certified PPSA searches
IEA	10/10/18	\$525.00	1.80	\$945.00	Telephone calls, emails and discussions with counsel, clients and K. Plunkett and reviewing draft documents and correspondence and providing comments
CC	10/10/18	\$300.00	0.80	\$240.00	Review of correspondence from K. Plunkett; review of Agreement of Purchase and Sale; review of letters of K. Plunkett to S. Zarb and Realtors on file; review of correspondence of S. Zarb; meeting with R. Hooke to discuss transaction and next steps; email instructions to L. Rolfe re file
SJ	10/10/18	\$305.00	2.50	\$762.50	Draft termination agreement; Call with K. Makwana re proceedings; Draft letter to E. Bisceglia
KBP	10/10/18	\$435.00	2.00	\$870.00	Draft letters to stakeholders; attend various calls with client team to discuss updates and next steps re closing 8 Calico; draft and review termination of lease agreement; review and consider emails from Blakes team; prepare motion record.
PW	10/10/18	\$180.00	0.60	\$108.00	Filed Motion Record, etc. for October 17, 2018
IEA	11/10/18	\$525.00	1.00	\$525.00	Telephone calls, emails and discussions with counsel, clients and K. Plunkett and reviewing draft documents and correspondence and providing comments
CC	11/10/18	\$300.00	1.60	\$480.00	Search for property located at 465 Burnhamthorpe Road West, Mississauga; receipt and review of requisitions letter from solicitor; review of title and request of transfer to L. Fam and builder charge to CIBC on title; email to B. Finer requesting discharge of outstanding charge; meeting with R. Hooke to discuss conveyance of property and draft of response to requisitions;
SRM	11/10/18	\$350.00	0.80	\$280.00	Continue review of non-negotiable security

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					and preparing draft security opinion; Order updated parcel page
KBP	11/10/18	\$435.00	2.10	\$913.50	Draft email to Dentons requesting information relating to pre-construction property; email exchange with E. Hoult regarding request for information; review and draft letter to plaintiffs for statement of claim; attend calls with client team to discuss updates; review and coordinate sale documents for 8 Calico;
IEA	12/10/18	\$525.00	0.40	\$210.00	Emails and discussions regarding Calico Court sale, Georgetown property and next steps regarding receivership proceedings
CC	12/10/18	\$300.00	0.80	\$240.00	Meeting with R. Hooke re response to requisitions and to receive instructions to next steps; email to G. Karpel re property tax information for 8 Calico Court; telephone call to Town of Halton Hills re property tax certificate; receipt and review of emails from G. Karpel and K. Plunkett and reply thereto; draft of tax certificate request letter and instructions to L. Rolfe thereto; correspondence with T. Chung and N. Rebelo; receipt and review of finalized mortgage instructions from BMO; resend of request for funds to BMO
RTH	12/10/18	\$695.00	0.30	\$208.50	Email from K. Plunkett; Discussion with K. Plunkett
KBP	12/10/18	\$435.00	1.20	\$522.00	Attend call with CWB's counsel to discuss updates; attend call with P. Starkman regarding deposit regarding pre-construction property; review and consider letter from P. Starkman; email exchange with G. Karpel regarding same.
SRM	13/10/18	\$350.00	0.10	\$35.00	Review guarantors
IEA	15/10/18	\$525.00	0.40	\$210.00	Emails to and from counsel, client and K. Plunkett and reviewing draft correspondence and providing comments
CC	15/10/18	\$300.00	0.60	\$180.00	Telephone call with Town of Halton Hills re tax certificate; meeting with R. Hooke to provide update re reply to requisitions, closing documents, adjustments; further meeting with R. Hooke re discussion with

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					K. Plunkett for drafting of Transfer for property; Draft Acknowledgement and Direction re Transfer, Direction re Funds and Vendor's Undertaking to Readjust
SJ	15/10/18	\$305.00	0.20	\$61.00	Draft and revise letter
KBP	15/10/18	\$435.00	1.20	\$522.00	Revise and finalize draft letter to P. Starkman; revise and finalize letter to Dom. Rep Law Firm; attend calls with client to discuss updates;
IEA	16/10/18	\$525.00	1.50	\$787.50	Emails and discussions with client, counsel and K. Plunkett; Engaged with preparing for the hearing; Discussions re same
CC	16/10/18	\$300.00	2.30	\$690.00	Draft of Statement of Adjustments; draft Transfer of property; telephone call to Town of Halton Hills to follow up re tax certificate; receipt and review of tax certificate; further telephone call with L. Ray at Town of Halton Hills to clarify tax certificate; meetings with R. Hooke to review documentation; further revisions to correspondence and documents; email to U. Ahuja with tax certificate and response to requisitions and documents; draft of document registration agreement; draft direction re funds; email to G. Karpel
RTH	16/10/18	\$695.00	0.70	\$486.50	Review response to requisition letter; Review closing documents; Discussion with clerk
SJ	16/10/18	\$305.00	0.50	\$152.50	Instruct J. McLean re letter and court; Send letter; Discussions with J. McLean and I. Aversa re filing of motion record
SRM	16/10/18	\$350.00	1.70	\$595.00	Review forbearance agreement and non-neg; Voicemail to D. Milivojec at Pallet Valo LLP; Continue preparing security opinion
KBP	16/10/18	\$435.00	1.30	\$565.50	Review and respond to emails from client regarding sale of 8 Calico; review and consider draft letters re foreign property; deliver letter to Dom Republic counsel; review and consider emails from I. Aversa regarding motion returnable October 17, 2018; attend calls with G. Karpel.
IEA	17/10/18	\$525.00	3.30	\$1,732.50	Attend court; Correspondence to the

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					service list re order and endorsement; Telephone calls, emails and discussions with clients, counsel and K. Plunkett
CC	17/10/18	\$300.00	0.80	\$240.00	Telephone call with clerk at purchaser's solicitors office re purchase price on transaction; email to R. Hooke summarizing discussion and issue; review of email from R. Hooke to G. Karpel; receipt and review of closing documents from G. Karpel; revisions to Statement of Adjustments; amendment to draft Transfer; circulating revised documents to G. Karpel; telephone call with Realtors office re commission statement and deposit; telephone call with purchaser's solicitors re revised adjustments
RTH	17/10/18	\$695.00	1.00	\$695.00	Discussion with client; Discussion with C. Casasola; Revise documents; Telephone call with purchaser's counsel; Telephone call to purchaser's counsel; Discussion with clerk; Telephone call from client
SJ	17/10/18	\$305.00	1.00	\$305.00	Draft letter to L. Brzezinsky; Instruct J. McLean re same
SRM	17/10/18	\$350.00	0.30	\$105.00	Review search summary to security opinion
KBP	17/10/18	\$435.00	1.90	\$826.50	Various email exchanges with client regarding 8 Calico transaction; review and respond to emails from Mr. Zarb's counsel; review and draft letters to counsel; attend various calls with G. Karpel to address request from Ms. Fam regarding personal belongings; draft release for BMW X5 for Budds; email exchange with client regarding same.
IEA	18/10/18	\$525.00	1.20	\$630.00	Telephone calls, emails and discussions with clients, counsel and K. Plunkett re Calico Court sale transaction, Georgetown property and next steps re receivership proceedings; Engaged with reviewing draft correspondence to stakeholders and providing comments
CC	18/10/18	\$300.00	0.50	\$150.00	Meeting with R. Hooke re new developments for closing; revisions to enclosure letter for closing package; meeting with R. Hooke for review thereof

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					and further revisions;
RTH	18/10/18	\$695.00	1.50	\$1,042.50	Telephone call from counsel; Telephone call to client; Telephone call from counsel; Correspondence to counsel; Extension letter
SRM	18/10/18	\$350.00	0.40	\$140.00	Review share pledge agreement and revise security opinion
KBP	18/10/18	\$435.00	1.80	\$783.00	Attend various calls to discuss closing of 8 Calico and purchaser's request for an extension; review and respond to emails from purchaser's counsel; review and consider email from S. Sadek; attend calls with client to discuss various points regarding realization efforts; email to P. Starkman;
IEA	19/10/18	\$525.00	1.00	\$525.00	Emails and discussions with clients, counsel and K. Plunkett
RTH	19/10/18	\$695.00	1.80	\$1,251.00	Engaged re closing, including calls to counsel, client, correspondence
KBP	19/10/18	\$435.00	2.20	\$957.00	Review and consider draft security review; email to D. Milijovecic regarding CWB security and loan documents; review and consider letter from counsel to S. Zarb regarding deposit; review and provide comments on draft breach letters; attend various calls with client team; review and respond to emails from Blakes team.
IEA	20/10/18	\$525.00	0.20	\$105.00	Emails and discussions with counsel, client and K. Plunkett
IEA	21/10/18	\$525.00	1.00	\$525.00	Engaged with reviewing draft letter and providing comments; Emails to and from K. Plunkett regarding same; Engaged with reviewing correspondence regarding Calico Court
KBP	21/10/18	\$435.00	1.20	\$522.00	Draft responding letter to legal counsel to S. Zarb; review and consider emails from G. Karpel regarding discussions with broker; email exchange with I. Aversa.
IEA	22/10/18	\$525.00	1.00	\$525.00	Emails and discussions with clients, counsel and K. Plunkett regarding Calico Court, BM funds and next steps regarding

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					receivership proceedings
KBP	22/10/18	\$435.00	1.90	\$826.50	Review and revise letter to Zarb's counsel; email exchanges with G. Karpel to discuss APS and return of deposit; review and consider emails from client team regarding TD records; revise and update email summary for 8 Calico property and new purchase arrangement; review and consider email from S. Cherian.
IEA	23/10/18	\$525.00	1.00	\$525.00	Emails and discussions with clients, counsel and K. Plunkett
KBP	23/10/18	\$435.00	2.30	\$1,000.50	Review and respond to emails from S. Cherian regarding 8 Calico property; attend various calls with client to discuss same and other updates; draft letter to MKC Law; email exchange with client regarding TD Accounts; review and consider emails from I. Aversa; review and consider emails from S. Sadek;
IEA	24/10/18	\$525.00	0.60	\$315.00	Emails and discussions with clients, counsel and K. Plunkett
RTH	24/10/18	\$695.00	0.20	\$139.00	Telephone call from K. Plunkett re revision to purchase transaction
KBP	24/10/18	\$435.00	1.40	\$609.00	Review and respond to various emails from client team regarding various matters relating to administration of estate; draft and circulate email regarding sale of 8 Calico; review and provide comments on draft APS; attend call with client; email exchange with P. Starkman regarding deposit; review and respond to emails regarding mansion property.
SRM	24/10/18	\$350.00	0.10	\$35.00	Email to D. Milivojevic at Pallet Valo LLP
KBP	25/10/18	\$435.00	2.00	\$870.00	Review and provide comments on draft APS from L. Grossi; attend call with team to discuss terms; review and consider letter response from P. Starkman and discuss same with G. Karpel; review and consider emails from L. Fam's counsel.
IEA	25/10/18	\$525.00	1.00	\$525.00	Emails to and from clients, counsel and K. Plunkett and discussions with K. Plunkett re same

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
RTH	25/10/18	\$695.00	1.50	\$1,042.50	Review agreement; Conference call with client; Revise agreement; Arrange subsearch for the #Co property
KBP	26/10/18	\$435.00	1.30	\$565.50	Attend various calls with G. Karpel to discuss sale of 8 Calico and pre-construction deposit; review and provide comments on draft APS schedule for 8 Calico sale; review and consider email from S. Cherian.
IEA	26/10/18	\$525.00	0.30	\$157.50	Emails and discussions with client and K. Plunkett
RTH	26/10/18	\$695.00	0.30	\$208.50	Email from K. Plunkett; Email to K. Plunkett
TOTAL:			<u>139.80</u>	<u>\$60,303.00</u>	

Name	Hours	Rate	Value
Meredith McCann (MM)	1.80	\$260.00	\$468.00
Ian E. Aversa (IEA)	36.60	\$525.00	\$19,215.00
Kyle B. Plunkett (KBP)	51.50	\$435.00	\$22,402.50
Shakaira John (SJ)	26.70	\$305.00	\$8,143.50
Carlos Casasola (CC)	7.80	\$300.00	\$2,340.00
Christina Pugliese (CP)	0.50	\$205.00	\$102.50
Shannon R. Morris (SRM)	7.00	\$350.00	\$2,450.00
Patrick Williams (PW)	0.60	\$180.00	\$108.00
Randy T. Hooke (RTH)	7.30	\$695.00	\$5,073.50

OUR FEE \$60,303.00
 HST at 13% \$7,839.39

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Notice of Motion/Application \$160.00
 Search Under P.P.S.A. \$152.00
 Due Diligence-Gov Fee \$32.00

Total Agency Costs \$344.00

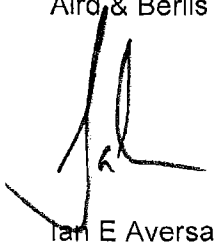
Subject to HST

Deliveries/Parss	\$1,618.40	
Photocopies - Local	\$354.25	
Imaging/Scanning	\$109.00	
Photocopies	\$140.25	
Teraview Search	\$88.20	
Service Provider Fee	\$85.50	
Due Diligence	\$28.00	
Binding and Tabs	\$105.00	
Tax Certificate	\$75.00	
Taxi	\$8.85	
Total Disbursements		\$2,612.45
HST at 13%		\$339.62

AMOUNT NOW DUE

\$71,438.46

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

34092289.1

IN ACCOUNT WITH:

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlls.com

Alvarez & Marsal Canada Inc.
2900 - 200 Bay Street
P.O. Box 22
Toronto, ON
M5J 2J1

Attention: Mr. Greg A. Karpel

Account No.: 619099

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 53502/146502

December 11, 2018

Re: Potential Insolvency Proceedings of St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc. and Shepherd RX Pharmacy Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended November 30, 2018

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
RTH	03/10/18	\$695.00	0.20	\$139.00	Email from K. Plunkett; Review schedule; Email to K. Plunkett with comments
RTH	05/10/18	\$695.00	2.50	\$1,737.50	Meeting with N. Bass, D. Atlin; Meeting with conveyancer; Review documents
RTH	11/10/18	\$695.00	0.80	\$556.00	Review agreement of purchase and sale; Email to K. Plunkett; Email from C. Casasola; Discussion with C. Casasola
IEA	29/10/18	\$525.00	0.30	\$157.50	Emails and discussions with clients, counsel and K. Plunkett
RTH	29/10/18	\$695.00	0.40	\$278.00	Emails from K. Plunkett; Review language; Email to K. Plunkett
KBP	29/10/18	\$435.00	1.30	\$565.50	Review and respond to emails from client regarding sale agreement; attend various calls with G. Karpel regarding various comments on 8 Calico; review and respond to O. Niedzviecki regarding release of

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					items; draft release and acknowledgment; review and respond to email from I. Aversa.
IEA	30/10/18	\$525.00	0.20	\$105.00	Emails and discussions with clients, counsel and K. Plunkett
RTH	30/10/18	\$695.00	0.20	\$139.00	Email from K. Plunkett; Email to K. Plunkett
KBP	30/10/18	\$435.00	0.90	\$391.50	Revise and circulate finalized APS; email exchange with G. Karpel regarding closing; review and consider remington deposit issue and discuss same with client team; review and consider email from client team regarding final removal of personal items; attend call with CWB's counsel.
IEA	31/10/18	\$525.00	0.20	\$105.00	Emails and discussions with K. Plunkett re Remington
RTH	31/10/18	\$695.00	0.20	\$139.00	Revise documents
KBP	31/10/18	\$435.00	0.40	\$174.00	Review and respond to emails from client regarding mutual release and APS; review and consider emails from client team; revise and update release of personal items.
IEA	01/11/18	\$525.00	0.20	\$105.00	Emails to and from counsel, clients and K. Plunkett
RTH	01/11/18	\$695.00	0.60	\$417.00	Email from K. Plunkett; Prepare schedules to AVO
KBP	01/11/18	\$435.00	2.60	\$1,131.00	Review and consider email from L. Fam's counsel; revise draft acknowledgment and release; review and consider; discuss Remington deposit with G. Karpel; draft form of notice of motion and AVO; circulate same to G. Karpel;
IEA	02/11/18	\$525.00	0.30	\$157.50	Emails to and from counsel, clients and K. Plunkett
KBP	02/11/18	\$435.00	0.80	\$348.00	Review and respond to emails from J. Killey regarding consent to lift stay; review draft consent; email to

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					client; attend call with client to discuss updates; circulate release to L. Fam.
IEA	04/11/18	\$525.00	0.50	\$262.50	Emails and discuss re consent; Reviewing and revising consent
KBP	04/11/18	\$435.00	1.00	\$435.00	Revise and comment on draft consent of receiver to lift stay in favour of College; review and respond to emails from I. Aversa.
IEA	05/11/18	\$525.00	1.00	\$525.00	Emails and discussions with K. Plunkett re consent re BM and consent re College; Engaged with reviewing consents and providing comments; Emails and discussions re Remington
KBP	05/11/18	\$435.00	1.40	\$609.00	Revise draft letter to tenant of churchill meadows; email exchanges with G. Karpel to discuss updates; attend call with L. O'Brien to discuss Pfiser claim; review and consider cost breakdown for Remington deposit; review and consider consents and orders from Blaneys regarding removal from record; review and consider draft consent to lift stay from JC. Killey; revise and circulate comments on same to working group.
VS	05/11/18	\$395.00	0.40	\$158.00	Review lease; Prepare for telephone call with K. Plunkett; Correspondence with T. Halinski regarding same
VS	05/11/18	\$395.00	0.40	\$158.00	Telephone call with K. Plunkett regarding residential lease
IEA	06/11/18	\$525.00	1.00	\$525.00	Emails to and from counsel, clients and K. Plunkett; Engaged with reviewing consent and providing comments; Telephone call with client
KBP	06/11/18	\$435.00	1.60	\$696.00	Draft and finalize letter to tenant of townhouse; email exchange with P. Starkman regarding settlement discussions; email exchanges with

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					G. Karpel to discuss collection re personal items by L. Fam; draft bill of sale for vehicle sale; send letter to M. Ventanilla.
IEA	07/11/18	\$525.00	0.30	\$157.50	Emails to and from counsel, clients and K. Plunkett
SRM	07/11/18	\$350.00	0.20	\$70.00	Review emails re open items and clarification; Discussion re outstanding items needed to complete security opinion
IEA	08/11/18	\$525.00	0.20	\$105.00	Emails to and from clients and K. Plunkett
SRM	08/11/18	\$350.00	0.50	\$175.00	Email to D. Milivojevic at Pallet Valo; Review and revise security opinion
KBP	08/11/18	\$435.00	1.10	\$478.50	Review and respond to emails from D. Milivojevic; review and respond to emails from G. Karpel regarding sale of vehicles; update form of bill of sale;
IEA	09/11/18	\$525.00	0.20	\$105.00	Emails to and from counsel, clients and K. Plunkett
KBP	09/11/18	\$435.00	0.30	\$130.50	Review and respond to P. Starkman; review and consider email from G. Karpel regarding acknowledgment from M. Vantinella.
KBP	10/11/18	\$435.00	1.20	\$522.00	Revise and draft response without prejudice letter to Remington regarding deposit; circulate same to client.
IEA	12/11/18	\$525.00	0.30	\$157.50	Emails to and from counsel, clients and K. Plunkett and discussions regarding same
KBP	12/11/18	\$435.00	0.70	\$304.50	Revise and finalize letter to P. Starkman; review and consider emails from G. Karpel regarding same; review and consider emails from third party stakeholder; review and send email to L. Fam's counsel.
IEA	13/11/18	\$525.00	0.50	\$262.50	Emails and discussions with clients, counsel and K. Plunkett

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
KBP	13/11/18	\$435.00	1.90	\$826.50	Draft ancillary order; draft and revise notice of motion; email exchange with G. Karpel regarding same; review and respond to emails from McKeeson's counsel.
IEA	14/11/18	\$525.00	0.20	\$105.00	Emails and discussions with K. Plunkett
RTH	14/11/18	\$695.00	0.10	\$69.50	Email from K. Plunkett
KBP	14/11/18	\$435.00	0.40	\$174.00	Review and respond to emails from G. Karpel regarding draft court materials; attend call with client team to discuss sale of vehicles;
IEA	15/11/18	\$525.00	0.20	\$105.00	Emails to and from counsel, clients and K. Plunkett
RTH	15/11/18	\$695.00	0.10	\$69.50	Receipt of fax; Email to K. Plunkett re direction re title
KBP	15/11/18	\$435.00	1.00	\$435.00	Revise court materials; attend call with G. Karpel regarding updates on materials and response to Pfiser; draft response to Pfiser;
IEA	16/11/18	\$525.00	0.20	\$105.00	Emails to and from counsel, clients and K. Plunkett
RTH	16/11/18	\$695.00	0.10	\$69.50	Email from K. Plunkett
KBP	16/11/18	\$435.00	0.80	\$348.00	Discuss settlement terms with G. Karpel regarding Georgetown Property; review and consider response to L. O'Brien regarding approval motion; review and consider emails from client team.
KBP	18/11/18	\$435.00	1.50	\$652.50	Draft settlement and mutual release; email exchange with client regarding same.
IEA	19/11/18	\$525.00	0.50	\$262.50	Emails to and from counsel, client and K. Plunkett; Discussions with K. Plunkett regarding upcoming hearing and related motion materials
RTH	19/11/18	\$695.00	0.70	\$486.50	Email from K. Plunkett; Review and revise vesting order; Email to K.

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					Plunkett
SJ	19/11/18	\$305.00	1.50	\$457.50	Discussions with K. Plunkett re motion record; Instruct J. McLean re same; Revise service list; Revise notice of motion; Prepare blackline order; Review motion materials
KBP	19/11/18	\$435.00	1.50	\$652.50	Email exchange with P. Starkman to finalize settlement agreement; review and revise draft court materials for sale approval motion; review and consider emails from Norton Rose regarding request for information.
IEA	20/11/18	\$525.00	0.60	\$315.00	Emails and discussions re the motion materials
RTH	20/11/18	\$695.00	0.10	\$69.50	Email from L. Grossi
SJ	20/11/18	\$305.00	4.80	\$1,464.00	Instruct J. McLean re motion record; Review and revise receiver report; Prepare appendices re same; Prepare and serve motion record; Discussions with K. Plunkett re same
KBP	20/11/18	\$435.00	3.30	\$1,435.50	Revise and finalize court materials; serve materials; attend various calls with client to discuss finalizing report and providing comments.
RTH	21/11/18	\$695.00	0.10	\$69.50	Email from J. Cirillo
SJ	21/11/18	\$305.00	1.00	\$305.00	Instruct J. McLean re service; Discussions with K. Plunkett re same; Instruct J. McLean re service list
SRM	21/11/18	\$350.00	0.20	\$70.00	Email to D. Miluojevic at Pallet Valo re open CWB items; Discussion regarding McKesson security review
KBP	21/11/18	\$435.00	1.10	\$478.50	Review and respond to emails from interested parties regarding motion returnable November 29, 2018; review and consider emails from client regarding sale of other properties; email exchange with counsel to L. Fam;

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
PW	21/11/18	\$180.00	0.60	\$108.00	Filed Motion Record for November 29, 2018
IEA	22/11/18	\$525.00	0.20	\$105.00	Emails and discussions regarding the motion materials and the upcoming hearing
SJ	22/11/18	\$305.00	0.10	\$30.50	Review service list
SRM	22/11/18	\$350.00	0.70	\$245.00	Review inventory security agreement; Order and review updated PPSA search; Draft security opinion to Receiver
KBP	23/11/18	\$435.00	0.70	\$304.50	Email exchange with Remington regarding settlement agreement; email exchange with G. Karpel regarding same and sale transaction; review and consider email from CIBC group.
KBP	25/11/18	\$435.00	1.00	\$435.00	Review and consider updated offer for townhouse; email exchange with G. Karpel regarding same.
RTH	26/11/18	\$695.00	0.30	\$208.50	Email from K. Plunkett; Email to K. Plunkett; Prepare package of documents
SRM	26/11/18	\$350.00	0.30	\$105.00	Review and revise draft security opinion
KBP	26/11/18	\$435.00	1.00	\$435.00	Review and provide comments offer to purchase townhouse; attend call with client to discuss terms of same.
VS	26/11/18	\$395.00	0.10	\$39.50	Email from K. Plunkett regarding LTB matter
IEA	27/11/18	\$525.00	0.40	\$210.00	Emails and discussions with client and K. Plunkett
RTH	27/11/18	\$695.00	0.10	\$69.50	Email from K. Plunkett
SRM	27/11/18	\$350.00	0.50	\$175.00	Review comments on security opinion and further revise
KBP	27/11/18	\$435.00	1.10	\$478.50	Prepare and finalize settlement exchange; revise and update orders; review and respond to emails from

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					client regarding updates sale efforts; review and consider draft APS for townhouse.
VS	27/11/18	\$395.00	0.20	\$79.00	Correspondence with K. Plunkett regarding LTB issues
IEA	28/11/18	\$525.00	0.50	\$262.50	Emails and discussions with clients, counsel and K. Plunkett
RTH	28/11/18	\$695.00	0.40	\$278.00	Assemble package for client; Email to client; Email from client; Receipt of documents
SJ	28/11/18	\$305.00	0.10	\$30.50	Discussion with K. Plunkett and I. Aversa re service list
SRM	28/11/18	\$350.00	0.80	\$280.00	Review and revise opinion re security noted by CWB; Follow up email to D. Milojevic at Pallet Valo LLP re open items; Review emails and respond on same
KBP	28/11/18	\$435.00	1.60	\$696.00	Review and finalize security opinion for McKesson security and claim; email exchanges with G. Karpel and provide comments on offer for mansion house in Mississauga; attend call with A. Hutchens regarding approval motion; review and provide comments on form of consent for OCP.
IEA	29/11/18	\$525.00	0.40	\$210.00	Emails and discussions with counsel, clients and K. Plunkett
RTH	29/11/18	\$695.00	0.30	\$208.50	Email from K. Plunkett; Email to purchaser's counsel enclosing vesting order; Email re trust account information
SJ	29/11/18	\$305.00	0.10	\$30.50	Serve order on service list
SRM	29/11/18	\$350.00	1.70	\$595.00	Review schedule A to GSAs and share certificates; Review pledge agreements and share certificates; Further revise and finalize security opinion
KBP	29/11/18	\$435.00	2.50	\$1,087.50	Prepare and attend approval motion for sale of 8 Calico property; email

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					correspondence with working group to finalize closing documents.
IEA	30/11/18	\$525.00	0.50	\$262.50	Emails and discussions with counsel, clients, R. Hooke and K. Plunkett
RTH	30/11/18	\$695.00	1.00	\$695.00	Closing and post-closing matters
KBP	30/11/18	\$435.00	1.70	\$739.50	Review and complete sale transaction; email exchange with client regarding same; update Blakes; review and provide comments on new offer from Hammond Mansion.
TOTAL:			<u>65.70</u>	<u>\$29,911.00</u>	

Name	Hours	Rate	Value
Randy T. Hooke (RTH)	8.20	\$695.00	\$5,699.00
Ian E. Aversa (IEA)	8.90	\$525.00	\$4,672.50
Kyle B. Plunkett (KBP)	34.40	\$435.00	\$14,964.00
Vedran Simkic (VS)	1.10	\$395.00	\$434.50
Shannon R. Morris (SRM)	4.90	\$350.00	\$1,715.00
Shakaira John (SJ)	7.60	\$305.00	\$2,318.00
Patrick Williams (PW)	0.60	\$180.00	\$108.00

OUR FEE \$29,911.00
 HST at 13% \$3,888.43

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Court Fees	\$160.00
Search Under PPSA	\$16.00
Total Agency Costs	\$176.00

Subject to HST

Photocopies - Local	\$779.00
Other - Conveyancer	\$300.00
Teraview Search	\$165.10
Binding and Tabs	\$60.75
Deliveries/Parss	\$451.98

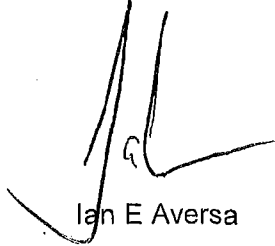
Imaging/Scanning \$58.75
Service Provider Fee - PPSA \$9.00

Total Disbursements \$1,824.58
HST at 13% \$237.20

AMOUNT NOW DUE

\$36,037.21

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Translt number 10202, Swift Code TDOMCATTOR. Please Include the account number as reference.

34615565.1

IN ACCOUNT WITH:

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlis.com

Alvarez & Marsal Canada Inc.
2900 - 200 Bay Street
P.O. Box 22
Toronto, ON
M5J 2J1

Attention: Mr. Greg A. Karpel

Account No.: 620477

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 53502/146502

December 20, 2018

Re: Potential Insolvency Proceedings of St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc. and Shepherd RX Pharmacy Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended December 17, 2018

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	03/12/18	\$525.00	0.30	\$157.50	Emails and discussions with counsel, clients, R. Hooke and K. Plunkett
TH	03/12/18	\$625.00	0.20	\$125.00	Discussion with V. Simkic re residential tenancies issue
RTH	03/12/18	\$695.00	0.30	\$208.50	Distribute funds; Email to G. Pietropaolo
VS	03/12/18	\$395.00	0.20	\$79.00	Meeting with T. Halinski regarding LTB matter
VS	03/12/18	\$395.00	0.10	\$39.50	Voice message for K. Plunkett regarding LTB matter
PW	03/12/18	\$180.00	0.60	\$108.00	Filed Receiver's Certificate
IEA	07/12/18	\$525.00	0.30	\$157.50	Emails to and from clients, K. Plunkett and S. John
SJ	07/12/18	\$305.00	0.80	\$244.00	Telephone call with A. Rose re Astra Zeneca; Discussion with K. Plunkett and email to G. Karpel re same

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	10/12/18	\$525.00	0.20	\$105.00	Emails and discussions with K. Plunkett regarding update and next steps
IEA	11/12/18	\$525.00	0.50	\$262.50	Emails to and from counsel, clients and K. Plunkett; Discussions with K. Plunkett
SJ	11/12/18	\$305.00	0.20	\$61.00	Telephone calls with B. Freeno re next steps; Discussion with K. Plunkett re same
KBP	11/12/18	\$435.00	1.00	\$435.00	Review and respond to emails from S. Woods regarding chambers appointment on Friday, December 14th; review and respond to emails from counsel to L. Fam; email exchange with A. Rose; email exchange with G. Karpel.
PW	12/12/18	\$180.00	0.60	\$108.00	Filed Consent of Receiver for December 16, 2018 motion
IEA	13/12/18	\$525.00	0.40	\$210.00	Engaged with brief review of motion materials and emails and discussions with clients and K. Plunkett re same
KBP	13/12/18	\$435.00	1.90	\$826.50	Review and consider draft motion record of L. Fam; prepare for motion returnable December 14, 2018; attend call with G. Karpel to discuss same.
KBP	14/12/18	\$435.00	1.20	\$522.00	Review and attend chambers appointment in front of Justice Dunphy; email exchange with client team regarding attendance.
IEA	17/12/18	\$525.00	0.30	\$157.50	Emails and discussions with client and K. Plunkett
TOTAL:			9.10	\$3,806.50	

Name	Hours	Rate	Value
Ian E. Aversa (IEA)	2.00	\$525.00	\$1,050.00
Tom Halinski (TH)	0.20	\$625.00	\$125.00
Randy T. Hooke (RTH)	0.30	\$695.00	\$208.50
Vedran Simkic (VS)	0.30	\$395.00	\$118.50
Patrick Williams (PW)	1.20	\$180.00	\$216.00
Shakaira John (SJ)	1.00	\$305.00	\$305.00
Kyle B. Plunkett (KBP)	4.10	\$435.00	\$1,783.50

OUR FEE \$3,806.50
HST at 13% \$494.85

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Wire Charges \$15.00

Subject to HST

Photocopies - Local \$2.00
Deliveries/Parss \$20.08
Imaging/Scanning \$1.00

Total Disbursements \$23.08
HST at 13% \$3.00

AMOUNT NOW DUE

\$4,342.43

THIS IS OUR ACCOUNT HEREIN

Aird & Berlis LLP

Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

IN ACCOUNT WITH:



Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlis.com

Alvarez & Marsal Canada Inc.
2900 - 200 Bay Street
P.O. Box 22
Toronto, ON
M5J 2J1

Attention: Mr. Greg A. Karpel

Account No.: 622611

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 53502/146502

January 28, 2019

Re: Potential Insolvency Proceedings of St. Maharial Pharmacy Inc. dba MD Health Pharmacy, St. Maharial Clinic Inc., SRX Investment Inc. and Shepherd RX Pharmacy Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended January 27, 2019

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
KBP	19/12/18	\$435.00	0.30	\$130.50	Review and respond to emails from O. Niedzwiecki regarding examinations and discovery; email exchange with S. Woods; email to G. Karpel.
KBP	20/12/18	\$435.00	0.40	\$174.00	Review and respond to emails from S. Woods regarding cross-examinations; email exchange with G. Karpel regarding same and revised offers for townhouse.
KBP	27/12/18	\$435.00	0.60	\$261.00	Review and consider emails from client regarding offers for Churchill Townhouse; review and consider emails from broker; attend call with client to discuss same.
KBP	28/12/18	\$435.00	1.10	\$478.50	Review and provide comments on APS regarding Churchill Meadows property; review and respond to emails from G. Karpel regarding court time and terms of sale transaction.
KBP	31/12/18	\$435.00	0.30	\$130.50	Review and consider email from

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					client regarding discharge of liens and writs for sale of property; review and consider email from prospective purchaser's counsel.
CC	02/01/19	\$300.00	0.20	\$60.00	Meeting with R. Hooke; writs search against Lillian Fam and request of details report for writ and review thereof; email to R. Hooke with writ search results
RTH	02/01/19	\$725.00	0.30	\$217.50	Telephone call from K. Plunkett; Arrange writ search; Email to K. Plunkett; Email from K. Plunkett
KBP	02/01/19	\$475.00	0.30	\$142.50	Review and respond to email from G. Karpel regarding request from purchaser to amend APS; email exchange with R. Hooke regarding same.
KBP	03/01/19	\$475.00	0.30	\$142.50	Review and respond to emails from E. Hoult about updates; attend call with Blakes team.
KBP	04/01/19	\$475.00	0.30	\$142.50	Attend call with Blakes team; review and consider emails from client regarding same.
KBP	07/01/19	\$475.00	0.30	\$142.50	Review and consider request for disclosure from Blakes regarding upcoming examination.
KBP	08/01/19	\$475.00	1.10	\$522.50	Email exchanges with client regarding offers on Hammond property; review and compile list of disclosure documents per request from Blakes; attend call with G. Karpel to discuss same.
RTH	09/01/19	\$725.00	0.30	\$217.50	Review draft agreement of purchase and sale; Email to K. Plunkett
KBP	09/01/19	\$475.00	0.90	\$427.50	Review and provide comments on APS; email exchange with G. Karpel regarding same; attend call with D. Milivojevic regarding update on security and distribution.
IEA	10/01/19	\$595.00	0.30	\$178.50	Engaged with reviewing order and emails to and from counsel, clients

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					and K. Plunkett re same
SJ	11/01/19	\$340.00	2.50	\$850.00	Discussion with K. Plunkett re disclosure of documents to Blakes; Prepare binder re same
KBP	11/01/19	\$475.00	2.00	\$950.00	Review and prepare response to disclosure request from Blakes; attend at receiver's office to compile disclosure information; review and consider emails from E. Hoult; compile documents; instruct S. John; review notice of examination disclosure request.
SJ	14/01/19	\$340.00	5.00	\$1,700.00	Prepare disclosure binder; Draft letter re same; Instruct J. McLean re same; Revise cover letter; Discussions with K. Plunkett re same
KBP	14/01/19	\$475.00	1.10	\$522.50	Revise and finalize list of disclosure documents relating to request from Blakes; email exchange with G. Karpel to discuss same.
SJ	15/01/19	\$340.00	0.20	\$68.00	Instruct J. McLean re disclosure binders
KBP	15/01/19	\$475.00	0.30	\$142.50	Attend call with Blakes to discuss disclosure brief; email exchange with G. Karpel regarding same.
MES	15/01/19	\$475.00	0.50	\$237.50	Review and consider letter re disclosure of documents for cross-examination and provide revisions; Discuss with K. Plunkett
KBP	16/01/19	\$475.00	1.10	\$522.50	Attend call with E. Hoult regarding disclosure documents; review and provide comments on draft APS and request for amendment; email exchange with G. Karpel regarding same.
SJ	17/01/19	\$340.00	0.40	\$136.00	Review voicemail from E. Hoult re disclosure binder; Instruct J. McLean re same; Email to E. Hoult re same
KBP	17/01/19	\$475.00	1.00	\$475.00	Revise and compile list of disclosure documents for examinations.

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
KBP	18/01/19	\$475.00	0.50	\$237.50	Email exchange with client regarding updated offers extension; email exchange with Blakes team regarding disclosure documents for examination.
KBP	22/01/19	\$475.00	0.30	\$142.50	Review and respond to emails from G. Karpel regarding sale transactions; attend call with G. Karpel.
KBP	23/01/19	\$475.00	1.90	\$902.50	Draft motion materials for approval motion; email exchange with G. Karpel regarding closing of Hammond property; attend call with E. Hoult to discuss cross-examinations.
IEA	24/01/19	\$595.00	0.30	\$178.50	Discussions with K. Plunkett re the claims procedure and next steps re same
KBP	24/01/19	\$475.00	2.40	\$1,140.00	Draft motion materials for motion returnable March 1, 2019; email exchange with G. Karpel regarding notice to tenant and unpaid rent;
IEA	25/01/19	\$595.00	0.20	\$119.00	Engaged with reviewing correspondence from counsel and emails to and from counsel and K. Plunkett
KBP	25/01/19	\$475.00	2.10	\$997.50	Draft court materials for motion returnable March 1; review and consider transcript of L. Fam regarding examination; email exchange with G. Karpel.
TOTAL:			28.80	\$12,689.50	

Name	Hours	Rate	Value
Kyle B. Plunkett (KBP)	18.60	\$469.19	\$8,727.00
Carlos Casasola (CC)	0.20	\$300.00	\$60.00
Randy T. Hooke (RTH)	0.60	\$725.00	\$435.00
Ian E. Aversa (IEA)	0.80	\$595.00	\$476.00
Shakaira John (SJ)	8.10	\$340.00	\$2,754.00
Miranda E. Spence (MES)	0.50	\$475.00	\$237.50

OUR FEE	\$12,689.50
HST at 13%	\$1,649.64

DISBURSEMENTS

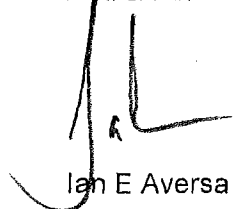
Subject to HST

LPIC Transaction Levy	\$65.00
Photocopies - Local	\$66.75
Imaging/Scanning	\$7.00
Teraview Search	\$21.45
Binding and Tabs	\$81.50
Photocopies	\$279.00
Deliveries/Parss	\$41.60

Total Disbursements	\$562.30
HST at 13%	\$73.10

AMOUNT NOW DUE	<u>\$14,974.54</u>
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THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

35031844.1

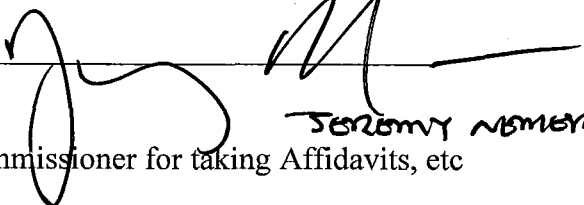
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF IAN AVERSA

Sworn before me

This 12th day of February, 2019


JEREMY NEMERY
Commissioner for taking Affidavits, etc

STATEMENT OF RESPONSIBLE INDIVIDUALS

Aird & Berlis LLP's professional fees herein are made with respect to the following individuals

Lawyer	Call to Bar	Hrly Rate	Total Time	Value
Ian Aversa	2008	2018 \$525.00 2019 \$595.00	88.70 0.80	\$46,567.50 \$476.00
Kyle B. Plunkett	2011	2018 \$435.00 2019 \$475.00	118.00 15.90	\$51,330.00 \$7,552.50
Randy Hooke	1989	2018 \$695.00 2019 \$725.00	16.50 0.60	\$11,467.50 \$435.00
Shakaira John	2017	2018 \$305.00 2019 \$340.00	79.20 8.10	\$24,156.00 \$2,754.00
Jeremy T. Nemers	2014	2018 \$375.00	0.30	\$112.50
Miranda Spence	2011	2019 \$475.00	0.50	\$237.50
Faruk Gafic	2008	2018 \$475.00	0.20	\$95.00
Tom Halinski	1999	2018 \$625.00	0.20	\$125.00
Vedran Simkic	2013	2018 \$395.00	1.40	\$553.00
Clerk/Student	Call to Bar	Avg Hrly Rate	Total Time	Value
Shannon Morris	N/A	2018 \$350.00	13.50	\$4,725.00
Carlos Casasola	N/A	2018 \$300.00 2019 \$300.00	12.00 0.20	\$3,600.00 \$60.00
Patrick Williams	N/A	2018 \$180.00	2.40	\$432.00
Christina Pugliese	N/A	2018 \$205.00	0.50	\$102.50
Meredith McCann	N/A	2018 \$260.00	12.70	\$3,302.00

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

AFFIDAVIT OF IAN AVERSA

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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.