

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

B E T W E E N :

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES**

Applicant

- and -

**PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.**

Respondents

**MOTION RECORD**

May 17, 2022

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**Lawyers for the Receiver, MNP Ltd., in  
its capacity as the court appointed  
receiver of Pulse Rx Inc. and Family  
Pharmacy Clinic Inc.**

TO: **THE SERVICE LIST**

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# TAB 1

Court File No. CV-21-00661434-00CL

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

B E T W E E N :

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES**

Applicant

- and -

**PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.**

Respondents

**NOTICE OF MOTION**  
 (RE: RESTRUCTURING APPROVAL AND APPROVAL AND VESTING)

MNP LTD. in its capacity as receiver and receiver and manager of all of the property, assets and undertakings of Family Pharmacy Inc. and Pulse RX Inc. (in such capacities, the “**Receiver**”) appointed pursuant to an Order dated June 10, 2022 (the “**Receivership Order**”) will make a motion to the Court on May 24, 2022 at 10:30am, or as soon after that time as the motion can be heard, at the Superior Court of Justice (Commercial List), 330 University Avenue, Toronto, Ontario M5G 1R8. Advise if you intend to join the motion by emailing Lauren Allan at [lallan@wfkllaw.ca](mailto:lallan@wfkllaw.ca).

**PROPOSED METHOD OF HEARING:** The motion is to be heard:

in writing under subrule 37.12.1 (1);

in writing as an opposed motion under subrule 37.12.1 (4);

in person;

By telephone conference;

By video conference;

**THE MOTION IS FOR:**

1. An Order, substantially in the form attached at Tab 3 of the Motion Record (the **“Restructuring Transaction Order”**) that, among other things:
  - a) abridges the time for service of this motion, validates the manner of service, and declares that this motion is properly returnable before the Court;
  - b) approves the Reverse Vesting (as defined below) of all of the assets (other than the constating documents and corporate minute book of Pulse) and the liabilities of Pulse RX Inc. (**“Pulse”**) to Family Pharmacy Clinic Inc. (**“Family Pharmacy”**);
  - c) declares that the issued and outstanding shares of Pulse comprise 100 common shares (the **“Pulse Shares”**) and that the Pulse Shares shall constitute all of the issued and outstanding shares of Pulse and any other shares or securities including, without limitation, any Class B shares shall be deemed to be automatically cancelled;
  - d) approves the transfer (the **“Share Transfer”**) of all of the Pulse Shares held by Family Pharmacy to MNP Ltd. in trust (in such capacity, the **“Trustee”**) for the benefit of the existing creditors of Pulse and Family Pharmacy (the **“Pulse Trust”** together with Pulse and Family Pharmacy, the **“Debtors”**);

- e) declares that the administration of the Pulse Trust be and shall remain subject to these proceedings and updating the style of cause of these proceedings;
  - f) declares that the Trustee shall be authorized and directed to perform its functions and fulfill its obligations in accordance with the same obligations imposed on the Receiver pursuant to the Receivership Order;
  - g) declares that the Receiver shall not be required to maintain the books and records of Pulse, including any patient records, patient notes or clinical notes;
  - h) approves the Second Report of the Receiver dated May 17, 2022 (the “**Second Report**”) and the activities as described therein; and
  - i) approves the fees and disbursements of the Receiver and its counsel as set out in the affidavits of Sheldon Title sworn May 17, 2022 and Levi Rivers sworn May 17, 2022 (the “**Fee Affidavits**”);
2. An Approval and Vesting Order, substantially in the form attached at Tab 4 of the Motion Record (the “**AVO**”) that, among other things:
- a) approves the sale transaction (the “**Transaction**”) contemplated by a share purchase agreement (the “**Purchase Agreement**”) dated April 28, 2022 between the Receiver, as trustee of the Pulse Trust and SRX HEALTH SOLUTIONS INC. (the “**Purchaser**”); and
  - b) seals the Confidential Appendix, as described herein, to the Second Report; and
3. Such further and other relief as this Honorable Court deems just.

**THE GROUNDS FOR THIS MOTION ARE:**

4. On June 10, 2021, pursuant to the Receivership Order granted by the Ontario Superior Court (Commercial List) (the “**Court**”), MNP Ltd. was appointed as Receiver of all of the assets, undertakings and properties of Pulse and Family Pharmacy (the “**Property**”);
5. Pulse was incorporated on January 27, 1936 under the name Harbord Pharmacy Limited, and carries on business as a pharmacy. Its business focuses on servicing long term care and retirement residences;
6. At the commencement of the receivership, Pulse’s assets consisted primarily of inventory, accounts receivable, service contracts with four long term care homes (collectively, the “**Business Assets**”) as well as its charter and articles of incorporation (the “**Pulse Charter**”). Pulse is considered a “Pre-1954 Charter Company”, as contemplated under Section 142(4) of the *Drug and Pharmacies Regulations Act* (Ontario), which exempts it from being required to be owned or operated by a pharmacist;
7. Under the Receivership Order, the Receiver is empowered to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
8. The Receiver, after consulting with the Debtors’ material secured creditors, devised and implemented a two-pronged sale process: (i) a stalking horse sales process for the Business Assets; and (ii) a non-stalking horse sales process for the Pulse Charter (the “**Charter Sale Process**”);

9. The sale of the Business Assets closed on December 20, 2021 pursuant to the Order of Justice Pattillo dated December 14, 2021;

*The Charter Sale Process*

10. The Charter Sale Process resulted in 13 parties signing an NDA and the submission of one conditional bid. After engaging counsel and carrying out additional due diligence, the sole bidder chose not to pursue the opportunity to purchase the Pulse Charter;
11. The main source of concern (among others) expressed by potential bidders was the inability to assess the debt forgiveness tax implications arising in connection with the purchase of the Pulse Charter given that Pulse's books and records were incomplete;
12. Given that the Charter Sale Process resulted in no firm bids, the tax uncertainty had a significant deleterious effect on the value of the Pulse Charter and, therefore, recovery for creditors;
13. To address the concerns raised by the potential bidders, the Receiver, its counsel and tax counsel worked together to develop the Restructuring Steps (as defined below), being a series of corporate restructuring steps subject to Court approval, which includes the granting of a proposed reverse vesting order by the Court;
14. Using the strategies developed and the proposed Reorganization Steps, the Receiver engaged in ongoing discussions with three additional potential bidders and presented the Reorganization Steps to these bidders, which culminated in the Receiver executing the Purchase Agreement;

15. The proposed Reorganization Steps to be approved by this Court are as follows:
- a) creation of the Pulse Share Trust;
  - b) the addition of the Pulse Share Trust as a respondent in these receivership proceedings;
  - c) the vesting out of all of the liabilities, assets (other than the minute books), if any, of Pulse in and to Family Pharmacy (the “**Reverse Vesting**”);
  - d) the release and discharge of Pulse from all of the claims vesting in Family Pharmacy;  
and
  - e) the transfer of the Pulse Shares in and to the Pulse Share Trust, such that that MNP, in its capacity as trustee of the Pulse Share Trust will be the sole registered and beneficial owner of the Pulse Shares;
- (the aforementioned steps, “**Reorganization Steps**”);

16. Following implementation of the Reorganization Steps, the Receiver, as trustee of the Pulse Share Trust and subject to Court approval, proposes to sell the Pulse Shares to the Purchaser pursuant to the terms of the Purchase Agreement and the AVO;

**The Reorganization Steps and Transaction**

17. The Receiver has made a sufficient effort to obtain the best price for the Pulse Charter and has not acted improvidently;
18. The Purchase Agreement is fair and reasonable;

19. The Reorganization Steps, including the Reverse Vesting is the only viable method to obtain value for the Pulse Charter and produces an economic result far superior than any other alternative;
20. There is no prejudice to any stakeholder in approving the Reorganization Steps and no stakeholder is worse off than they would be if any other alternative was pursued;
21. There was efficacy and integrity in the sale process by which the Receiver obtained offers for the Pulse Charter and the working out of the sale process was fair;
22. The relief being requested is just and convenient in the circumstances;

#### **Approval of Fees and Activities**

23. The Receiver is seeking approval of: (i) its Interim Statement of Receipts and Disbursements from the commencement of the Receivership Proceedings up until April 30, 2022, (ii) the Receiver's activities described in the Second Report, and (iii) the fees and disbursements of the Receiver and its counsel as outlined in the Fee Affidavits;

#### **The Records**

24. Under the provisions of the *Pharmacies Act* and related Regulations, when a pharmacy permanently closes, patient records, including the original prescriptions, must be maintained for a period of at least 10 years from the last recorded professional pharmacy service provided;
25. The Debtors have in excess of 162 boxes of patient books and records (the "**Records**") that are currently in storage. The Receiver believes it is appropriate to retain selected books and

records required for the administration of the receivership. The Receiver is satisfied that the balance of the Records are not required for the purpose of administering the receivership and would require significant costs to maintain (the “**Redundant Records**”);

26. It is appropriate in light of the cost to maintain the Redundant Records that the Court issue an order directing the Receiver to destroy the Redundant Records in accordance with the terms provided within the Second Report and order that the Receiver has no liability in connection with the failure to maintain, store or hold the Redundant Records;

### **Sealing Order**

27. A sealing order is required because in the event the Transaction does not close, the Confidential Appendix contains certain economic terms, the release of which would prejudice the stakeholders of the Debtors. There are no reasonable alternative measures to sealing such information from the public record pending completion of the Transaction. The salutary effects of the proposed sealing order therefore outweigh any deleterious effects that may exist.

### **Further Grounds**

28. Rules 1.04, 2.03, 3.02, and 37 of the *Rules of Civil Procedure*, RSO 1990, Reg 194, as amended;
29. The inherent and equitable jurisdiction of this Honourable Court; and
30. Such further and other grounds as counsel may advise and this Honorable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED ON THE HEARING OF THE MOTION:**

31. The Second Report and the appendices attached thereto;
32. Such further and other evidence as counsel may advise and this Honourable Court may permit.

May 17, 2022

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**Lawyers for the Receiver, MNP Ltd., in  
its capacity as the court appointed  
receiver of Pulse Rx Inc. and Family  
Pharmacy Clinic Inc.**

**TO: THE SERVICE LIST**

# TAB 2

Court File No. CV-21-00661434-00CL

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

**B E T W E E N:**

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES**

Applicant

- and -

**PULSE RX INC. and FAMILY PHARMACY CLINIC INC.**

Respondents

**SECOND REPORT OF MNP LTD., AS COURT-APPOINTED RECEIVER OF  
PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.**

**DATED MAY 17, 2022**

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Appendix “A”	Receivership Order dated June 10, 2021
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## CONFIDENTIAL APPENDICES

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## INTRODUCTION AND BACKGROUND

1. On June 10, 2021 (“**Date of Appointment**”), on the application of 1951584 Ontario Inc. d.b.a Maxium Financial Services (“**Maxium**”), MNP Ltd. (“**MNP**”) was appointed as receiver and receiver and manager (the “**Receiver**”) over all of the assets, property and undertakings of Pulse RX Inc. (“**Pulse**”) and Family Pharmacy Clinic Inc. (“**Family Pharmacy**”, and together with Pulse, the “**Companies**”) by Order of the Ontario Superior Court of Justice (the “**Court**”), a copy of which is attached hereto as **Appendix “A”** (the “**Receivership Order**”).
2. Pulse, incorporated on January 27, 1936 under the name Harbord Pharmacy Limited, carried on business as a pharmacy from rented premises located at 111 Zenway Blvd. Suite 3, Woodbridge, ON (the “**Leased Premises**”). The business of the Companies focused on servicing long term care and retirement residences. As of the date of the Receivership Order, Pulse had four separate service contracts in place with four long term care and retirement residences located in Toronto (the “**Service Contracts**”).
3. Pulse is a wholly owned subsidiary of Family Pharmacy. Family Pharmacy was incorporated on May 27, 2004. The Companies are corporations incorporated pursuant to the laws of the Province of Ontario, with their registered offices at the Leased Premises. At the Date of Appointment, Martin Kusmirek (hereafter “**Mr. Kusmirek**”) was the President and sole officer and Thelma Sarsam was the sole director of Pulse. Mr. Kusmirek was the sole officer and director of Family Pharmacy.
4. Pulse’s assets consisted primarily of inventory, accounts receivable, the Service Contracts (collectively, the “**Business Assets**”) and the charter/ articles of incorporation (the “**Pulse Charter**”). Pulse is considered a “Pre-1954 Charter Company”, as contemplated under Section 142(4) of the *Drug and Pharmacies Regulations Act* (Ontario) (the “**Pharmacies Act**”). This means that, unlike pharmacies incorporated after 1954, the owner of the pharmacy is not required to be a pharmacist.
5. Based on the information available to the Receiver, the following chart summarizes *Pulse’s* secured indebtedness as at the date of the Receivership Order to each of Maxium, National

Pharmacy (as defined below), LPG Pharmaceutical Advisors Inc. and McKesson Canada Corporation (collectively, the “**Secured Creditors**”):

Secured Creditor of Pulse	Estimated Claim
McKesson Canada Corporation	\$4,666
National Pharmacy	\$1,400,000
Maxium	\$969,691
LPG Pharmaceutical Advisors Inc.	\$1,600,000

6. Based on the information available to the Receiver, the following chart *summarizes Family Pharmacy’s* secured indebtedness as at the Date of Appointment:

Secured Creditor of Family Pharmacy	Estimated Claim
Maxium	\$969,691

7. Between the Date of Appointment and December 20, 2021, the Receiver carried on Pulse’s operational business in order to facilitate a sale of the Business Assets. As part of operating the pharmacy, on August 30, 2021, the Receiver retained a consultant- 2047944 Ontario Inc. o/a National Pharmacy (“**National Pharmacy**” or the “**Consultant**”) to assist the Receiver in providing the services under the Service Contracts.
8. On December 20, 2021, the Receiver closed a transaction for the purchase and sale of the Business Assets, which transaction was approved by the Court on December 14, 2021 (the “**Business Asset Transaction**”).

## PURPOSE OF THIS REPORT

9. The purpose of this report (the “**Report**”) is to, *inter alia*,
- i) describe the Receiver’s activities since the First Report;
  - ii) summarize the Receiver’s ongoing efforts to solicit interest in the Pulse Charter;
  - iii) provide an overview of, and rationale for, a series of steps and transactions (the “**Pre-Transaction Steps**”) to be implemented, subject to approval of the Court, to facilitate the Pulse Share Transaction (as defined below), which steps include: (i) Pulse’s assets and liabilities being transferred to, and vesting in Family Pharmacy; (ii) transferring all of the issued and outstanding shares of Pulse from Family Pharmacy to MNP in trust for the benefit of the existing creditors of the Companies (the “**Pulse Share Trust**”); and (iii) appointing MNP as the Trustee of the Pulse Share Trust and declaring that the administration of the Pulse Share Trust shall remain subject to the Court’s oversight and this proceeding;
  - iv) summarize the transaction (the “**Pulse Share Transaction**” together with the Pre-Transaction Steps, the “**Reorganization Steps**”) contemplated by the Share Purchase Agreement dated April 28, 2022 (the “**SPA**”) between the Receiver, as trustee of the Pulse Share Trust and SRX Health Solutions Inc. (the “**Charter Purchaser**”) as purchaser pursuant to which, following the implementation of the Pre-Transaction Steps, the Charter Purchaser will acquire all of the issued and outstanding shares of Pulse (the “**Pulse Shares**”);
  - v) provide information and support for the request that this Court issue an order (the “**Transaction Order**”), *inter alia*:
    - a. approving the Pre-Transaction Steps;
    - b. appointing MNP as the Trustee of the Pulse Share Trust and declaring that the administration of the Pulse Share Trust shall remain subject to the Court’s oversight and this proceeding, that the

Receivership Order shall apply *mutatis mutandis* to the Pulse Share Trust, the Pulse Shares and the Trustee, and that the style of cause for these proceedings be changed on the basis set out in the draft Transaction Order and Approval and Vesting Order;

- c. declaring that the Pulse Shares shall constitute and be deemed to constitute all of the issued and outstanding shares of Pulse and any other shares including any Class B shares or share options, of any kind, shall be deemed to be automatically cancelled without payment of any consideration and whether surrendered for cancellation or otherwise and shall be of no further force or effect; and
  - d. approving the Pulse Share Transaction.
- vi) provide information and support for the request that this Court issue an order (“**Approval and Vesting Order**”), *inter alia*:
- a. approving, and authorizing the Receiver, as trustee of the Pulse Share Trust, to enter into the SPA and authorizing the Receiver to complete the Pulse Share Transaction;
  - b. vesting title in the Pulse Shares to the Charter Purchaser free and clear of all claims and encumbrances upon closing of the Pulse Share Transaction;
  - c. authorizing the Receiver to destroy certain of the Companies’ books and records;
  - d. approving the sealing of confidential appendix to the Second Report;
  - e. approving the fees and disbursements of the Receiver and Weisz Fell Kour LLP;

- f. approving this Report and the Receiver's activities described herein;  
and
- g. such other relief as the Court deems just.

## **TERMS OF REFERENCE**

- 10. In preparing this Report and making the comments herein, the Receiver has relied on the following information with respect to the Companies: (i) information provided by Maxium and its counsel; (ii) information provided by Canada Revenue Agency ("CRA"); (iii) information provided by the Companies; and (iv) information otherwise made available or provided to the Receiver and/or its counsel (collectively, referred to as the "**Information**").
- 11. Except as described in this Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.
- 12. Capitalized terms not defined in this Report are as defined in the Receivership Order. All references to dollars are in Canadian currency unless otherwise noted.

## **RECEIVER'S ACTIVITIES**

- 13. The following is a summary of the Receiver's activities since the First Report:
  - i) continued operating Pulse's business until December 20, 2021 the date upon which it closed the Business Asset Transaction;
  - ii) arranged for an inventory count on December 13, 2021 in anticipation of closing the Business Asset Transaction;
  - iii) continued receiving funds from third party benefit providers to Pulse's bank accounts and periodically transferred the funds to the Receiver's trust account;
  - iv) completed the Business Asset Transaction;
  - v) cancelled Pulse's insurance policy after completing the Business Asset Transaction and vacating the Leased Premises;

- vi) served notice to the Ontario College of Pharmacists (“**OCP**”) of the Receiver ceasing Pulse’s pharmacy activities; and
- vii) took steps to vacate the Leased Premises, including:
  - a. liaised with the purchaser of the Business Assets (the “**Business Asset Purchaser**”) to transition the business operations to it;
  - b. with the assistance of the Consultant and the Business Asset Purchaser, coordinated the cessation of Pulse’s pharmacy activities, including the disposal of expired pharmaceutical products and other medical waste product;
  - c. As described in greater detail below, arranged for the disposal of Pulse’s equipment and furniture (the “**Equipment**”), including the two AmerisourceBergen machines (the “**Dispensing Units**”), Pulse’s medication dispensing system; and
  - d. As described in detail below, arranged for the removal and storage of those books and records that did not form part of the Business Asset Transaction.

### **Furniture and Equipment Removal**

14. The Business Asset Transaction excluded the Equipment. In anticipation of completing the Business Asset Transaction and vacating the Leased Premises, the Receiver took the following steps in relation to the Equipment:
- i) in October, 2021, had Asset Services, a third-party liquidation and appraisal firm, attend to inspect the Equipment. Asset Services advised the Receiver that its contacts did not have interest in the Equipment;
  - ii) on December 9, 2021, coordinated with Benaco Sales Ltd. (“**Benaco**”), a third-party liquidation and appraisal firm, to inspect the Equipment and provide the Receiver with an estimate of the realizable value of the Equipment;
  - iii) after being advised by Benaco that the costs of realizing on the Equipment, including consideration of any scrap value, was likely greater than the expected recoveries, the Receiver contacted two (2) junk disposal companies to obtain quotes for the removal of the Equipment;
  - iv) to reduce the outlay associated with disposing of the Equipment, the Receiver permitted the Business Asset Purchaser to remove certain of the Equipment, including the Dispensing Units; and

- v) contracted the services of P.G. Disposal Service Inc. D.B.A. 1-800-Got-Junk? to dispose of the balance of the Equipment.

## MARKETING EFFORTS

### Sale Process

- 15. As noted in the First Report, after consulting material Secured Creditors, the Receiver carried out concurrent sale processes, a copy of which is attached as **Appendix “B”**, as follows:
  - i) For the Business Assets, the Receiver conducted a stalking horse sale process, which process culminated in the sale of the Business Assets; and
  - ii) For the Pulse Charter, the Receiver conducted a non-stalking horse sale process (the **“Charter Sale Process”**) as summarized below:
    - a. a 49-day sale process commencing October 15, 2021 to solicit purchasers for the Pulse Charter;
    - b. a bid deadline of 5:00 PM on December 3, 2021 (the **“Charter Offer Due Date”**) was established, with offers having to be accompanied by a 15% deposit;
    - c. the Receiver prepared a process summary (the **“Charter Teaser Letter”**) describing the opportunity, outlining the Charter Sale Process, and inviting recipients of the Charter Teaser Letter to express their interest pursuant to the terms of the Charter Sale Process;
    - d. prepared a non-disclosure and confidentiality agreement (an **“NDA”**) for execution by interested potential purchasers;
    - e. the Receiver gathered and reviewed all due diligence materials that it determined to be relevant to interested parties and established a secure, electronic data room (the **“Charter Data Room”**), which was maintained and administered by the Receiver throughout the Sale Process;
    - f. the Receiver prepared a list of 28 potential interested parties (each a **“Charter Potential Bidder”**);
    - g. the Receiver sent the Charter Teaser Letter and NDA to all Charter Potential Bidders and to any other parties who responded to the Advertisement or Notice (as each term is defined below) or

otherwise approached the Receiver and were deemed to be qualified Charter Potential Bidders;

- h. In addition to the sending the Charter Teaser Letter to the Charter Potential Bidders, the Receiver:
  - a. Delivered the Charter Teaser Letter to 60 lawyers with a focused practice in the health care sector and to representatives of the larger accounting firms to enable them to share the opportunity with their clients;
  - b. On October 20, 21 and 28, 2021, published notice of the opportunity in Canadian Health Care Magazine's newsletters directed to doctors, healthcare managers and Pharmacy practitioners, respectively (the "Advertisement");
  - c. Published a notice of the opportunity in Insolvency Insider weekly newsletter between October 25, 2021 and November 29, 2021 (the "Notice");
  - d. provided all Charter Potential Bidders who had executed NDAs with access to the Charter Data Room, which included among other items, copies of the minute books, share register, articles of incorporation and tax records; and
  - e. on November 26, 2021, the Receiver sent a reminder to Charter Potential Bidders of the Charter Offer Due Date and contacted the Charter Potential Bidders to see if they have any additional queries.

### **Results of Charter Sale Process**

- 16. The Charter Sale Process resulted in 13 parties signing an NDA and the submission of one conditional bid. After engaging counsel and carrying out further due diligence, the one bidder chose not to pursue the opportunity for the purchase of the Charter.
- 17. From discussions with a few of the Charter Potential Bidders, the Receiver became informed of factors that were tempering or suppressing interest in the Pulse Charter including:
  - i) The state of Pulse's books and records – Pulse last prepared financial statements and filed corporate tax returns in 2014 and the books and records of Pulse are not in a condition where the records can be brought current;

- ii) tax implications – bidders expressed concern about the potential tax consequences arising from acquiring Pulse’s shares, including taxes arising from a potential forgiveness of debt; and
  - iii) uncertainty – Charter Potential Bidders expressed concerns over whether any transactions may have taken place throughout Pulse’s history that could impede their use of the Pulse Charter as it was intended. These concerns arise from, among other things, Pulse’s attempted issuance in 2016 of Class B shares (the “**2016 Changes**”) to members of Mr. Kusmirek’s family, together with a general concern over Pulse’s reputation in the marketplace.
18. Generally, the main source of concern expressed by potential bidders related to the potential tax consequences associated with an acquisition of the Pulse Shares. The debt forgiveness rules under the *Income Tax Act* apply when a “commercial debt obligation” has been settled for an amount that is less than the full amount owing. As a result of the dearth of books and records of Pulse, bidders were not able to assess: (i) the existence and quantum of Pulse’s tax losses to absorb any debt forgiveness tax; and (ii) the overall tax impact of the potential inclusion of debt forgiveness. Given that the sale process resulted in zero firm bids, the uncertainty of any tax consequences was having a significant deleterious effect on value and therefore recovery for creditors.

### **Post-Charter Sale Process Marketing Efforts**

19. Since completing the Charter Sale Process, the Receiver was introduced to three potential bidders (the “**Subsequent Bidders**”) by existing creditors of Pulse, Maximum and National Pharmacy. The Receiver engaged in discussions with these prospective purchasers, each of whom expressed an urgent need to acquire a Pre-1954 Charter. These prospective purchasers, like the ones before them, identified the issues raised in paragraph 17 as causing them to: (i) significantly reduce the purchase price that they would otherwise be prepared to pay to acquire the Pulse Charter; and/or (ii) not pursue the opportunity.

### **Development of Risk Mitigation Strategies**

20. As a result of the concerns raised by the potential bidders, the Receiver and its counsel as well as tax counsel worked together towards developing strategies to address these

concerns, which culminated in the development of the Reorganization Steps as a means of addressing the concerns.

21. The Receiver and its counsel shared the Reorganization Steps with two of the three of the Subsequent Bidders; the third had advised that it was not interested in further pursuing the opportunity. The Receiver did not provide the Subsequent Bidders with an opinion or any other form of assurance that the proposed Reorganization steps would fully address the concerns they had raised. The Receiver encouraged each of the Subsequent Bidders to seek counsel in reviewing the efficacy of the Reorganization Steps to address any concerns.
22. Based on its ongoing discussions with the potential bidders, the Receiver determined that the field of potential bidders was limited to those parties that were prepared to present an offer to the Receiver having regard to the foregoing issues and were sophisticated enough, to assess whether the Reorganization Steps sufficiently mitigated any risks. Given the proposed restructuring steps involved the use of a reverse vesting order to deal with any potential debt forgiveness liability, sophisticated insolvency counsel was needed to provide bidders with the requisite advice.
23. As a result of the complexities associated with an acquisition of the Pulse Shares, including the proposed Reorganization Steps as a means of facilitating the Pulse Share Transaction, the Receiver limited its discussions and negotiations to the Subsequent Bidders, culminating in the Receiver executing the SPA.
24. The proposed Reorganization Steps to be approved by this Court are summarized below:
  - i) creation of the Pulse Share Trust;
  - ii) the addition of the Pulse Share Trust as a respondent in these receivership proceedings;
  - iii) the vesting out of all of the liabilities, assets (other than the minute books), if any, and encumbrances of Pulse in and to Family Pharmacy (the “**Reverse Vesting Transaction**”);
  - iv) the release and discharge of Pulse from all of the claims vesting in Family Pharmacy; and

- v) the transfer of the Pulse Shares in and to the Pulse Share Trust, such that that the Pulse Share Trust will be the sole registered and beneficial owner of the Pulse Shares.
25. The Reverse Vesting Transaction intends to address the potential adverse tax consequences arising from the debt forgiveness by having the debt forgiven by virtue of the transferring/vesting the liabilities of Pulse in Family Pharmacy and a corresponding release of Pulse from these liabilities. Following the Reverse Vesting Transaction, the Receiver, subject to Court approval will transfer the Pulse Shares to the Pulse Share Trust- a trust established for the benefit of creditors of Pulse. The transfer of the Pulse Shares to the Pulse Share Trust results in a change of control and a new taxation year for Canadian income tax purposes is deemed to occur (“**Deemed Year End**”). The Receiver intends on reporting the debt forgiveness arising from the Reverse Vesting Transaction as part of the Deemed Year End corporate tax filing. The resulting corporate taxes, if any, arising from the Deemed Year End will be included in the debts and liabilities transferred to Family Pharmacy.

### **Share Confirmation**

26. Based on Pulse’s corporate records and minute books, the Receiver understands that:
- i) The corporate articles specify that the authorized capital is an unlimited number of common shares;
  - ii) On April, 10, 2006, Pulse issued 100 common shares to Family Pharmacy;
  - iii) On October 31, 2016, Pulse appears to have attempted to issue the following Class B shares:
    - a. 100 shares to Mr. Kusmirek;
    - b. 40 shares to Mr. Kusmirek;
    - c. 20 shares to Christine Kusmirek;
    - d. 20 shares to Tanya Kusmirek; and
    - e. 20 shares to Andrew Kusmirek.
  - iv) There is an unsigned director’s resolution, dated October 31, 2016 providing for the issuance of 100 Class B shares to Mr. Kusmirek

27. The corporate articles of Pulse do not provide for the issuance of class B shares. Accordingly, the Receiver is of the view that any class B shares were not validly issued. To assure the Charter Purchaser that they are purchasing all of the issued and outstanding shares in the capital of Pulse, the Receiver seeks an order confirming that the Pulse Shares constitute and be deemed to constitute all of the issued and outstanding shares of Pulse.

### Share Purchase

28. Following implementation of the Reorganization Steps, the Receiver, as trustee of the Pulse Share Trust and subject to Court approval, proposes to sell the Pulse Shares to the Charter Purchaser pursuant to the terms of the SPA. The salient terms of the SPA are as follows:

Category	Description
Purchase Price	Redacted
Deposit	Deposit equal to 13% of the Purchase Price
Purchased Assets	100 common shares of Pulse, which after completion of the Transaction Order, representing all of the issued and outstanding shares of Pulse
Representations/Warranties	The Receiver is selling the Pulse Shares on an “as is, where is” basis.
Closing Date	On the second (2 <sup>nd</sup> ) business day after the satisfaction (or, if permissible, waiver in writing by the applicable party) of the conditions set forth in Section 5 and Section 6 of the SPA; or (ii) another time, date or place that is agreed to in writing by the parties (the “Closing Date”).
Conditions	In addition to the typical market conditions to closing governing this type of transaction, the following closing conditions apply to this transaction: <ul style="list-style-type: none"> <li>• Pulse shall be a validly subsisting corporation in good standing under the laws of the <i>Business Corporations Act</i> (Ontario) incorporated on January 27, 1936 and shall not have completed with any person, other than the transactions contemplated herein including under the</li> </ul>

	<p>Transaction Order, any merger, amalgamation, plan of arrangement, consolidation, share exchange, business combination, dissolution, winding up or other similar transaction during the Interim Period;</p> <ul style="list-style-type: none"> <li>• the issuance of the Approval and Vesting Order; and</li> <li>• the issuance of the Transaction Order.</li> </ul>
Covenants	<ul style="list-style-type: none"> <li>• During the period from the date that the SPA is entered into by the parties to the Closing (the “<b>Interim Period</b>”), except as contemplated or permitted by the SPA (including the Approval and Vesting Order and the Transaction Order): (i) the Receiver shall not take steps to operate Pulse’s business differently than the manner it was conducted on the date of the SPA, it being acknowledged by the Charter Purchaser that Pulse is not currently actively maintaining its business, (ii) the Receiver shall not, without the prior written approval of the Charter Purchaser, sell or transfer any assets of Pulse or cause Pulse to incur any Liabilities or Encumbrances whatsoever, and (iii) the Receiver shall not enter into any transaction involving the business of Pulse or the Purchased Shares, without, in each case, the express prior written approval of the Charter Purchaser.</li> <li>• During the Interim Period, the Receiver shall not, nor shall it permit any representative of the Receiver, to, directly or indirectly, solicit, enter into negotiations or hold any discussions with, or enter into any agreement with, any person regarding a possible merger, amalgamation, sale or other disposition of all or any part of Pulse or the Purchased Shares. Notwithstanding the foregoing, if the Receiver receives an unsolicited bona fide written proposal (a “<b>Proposal</b>”) to acquire all of the Purchased Shares from any arm’s length third party which provides for a greater purchase price than the Purchase Price provided hereunder and did not result from a breach of the Receiver’s obligations hereunder, then the Receiver may engage in discussions with such party and present the Proposal to the Court for guidance. Upon</li> </ul>

	<p>receipt of the Proposal, the Receiver shall immediately notify the Charter Purchaser in writing and provide a copy of the Proposal to the Purchaser.</p> <ul style="list-style-type: none"> <li>• During the Interim Period, the Receiver shall promptly notify Charter Purchaser in writing of: (a) the occurrence of any event that would prevent the satisfaction of Section 5(f) at Closing; (b) any notice from any person alleging that the consent of such person is or may be required in connection with the Pulse Share Transaction; (c) any notice or other communication from or to any governmental authority in connection with the Pulse Share Transaction; and (d) any proceedings commenced or, to the knowledge of the Receiver, threatened against, or relating to or involving or otherwise affecting any Pulse or Family Pharmacy or that relate to the consummation of the Pulse Share Transaction or any material developments relating to any such proceedings.</li> </ul>
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29. A redacted copy of the SPA (which is redacted only with respect to the Purchase Price and deposit amount) is attached hereto as **Appendix “B”**. An unredacted copy of the SPA is attached hereto as **Confidential Appendix “A”**.

### **Recommendation**

30. The Receiver recommends the Reorganization Steps and the SPA be approved for the following reasons:
- i) Through conducting the Charter Sale Process and the subsequent marketing efforts, the Pulse Charter has been adequately exposed to the market;
  - ii) Without the implementation of the Reorganization Steps, the Charter will have little value, reducing recoveries to creditors of Pulse;

- iii) the Reorganization Steps, including the Reverse Vesting Transaction, is the only viable method to obtain value for the Charter and produce an economic result far superior than any other alternative.
- iv) there is no prejudice to any stakeholder in approving the Reorganization Steps and no stakeholder is worse off than they would be if any other alternative was pursued:
  - a. the fulcrum creditors of Pulse are the CRA, Maxium and National Pharmacy. It is likely that recovery from the sale of assets of Pulse, including the Pulse Charter will not be enough to satisfy all secured creditors or even the debt of the first two secured creditors- Maxium and National Pharmacy. Without the implementation of the Reorganization Steps, neither Maxium or National Pharmacy would receive recovery on their indebtedness;
  - b. the claim of the CRA for debt forgiveness (and the vesting out of such claim) is a potential unsecured claim based on corporate income taxes and is not a priority claim. If Pulse were to be bankrupt, the CRA would not receive any recovery on its unsecured claim; and
- v) The SPA is fair and commercially reasonable in the circumstances;
- vi) Notwithstanding the Receiver has not conducted a fulsome sale process since developing the risk mitigation strategy by way of the Reorganization Steps, the Receiver recommends the Court approve the SPA for the following reasons:
  - a. The proposed purchase price is in the range of values the Receiver understands distressed Pre-1954 Charters have been selling for in the marketplace and the consideration being paid for the Pulse Charter reflects the importance and value of a Pre-1954 Charter;
  - b. The Receiver consulted the Secured Creditors and the SPA is supported by those secured creditors that have an economic interest in the potential outcome of any sale involving the Pulse Shares; and
  - c. the Charter Purchaser has advised the Receiver that time is of the essence in acquiring the Pulse Charter;

## **SEALING OF CONFIDENTIAL INFORMATION**

31. The Receiver is of the view that the SPA included in the Confidential Appendix should be filed with the Court on a confidential basis and sealed until the completion of the Pulse Share Transaction. The Receiver does not believe that any party will be prejudiced if the

information is sealed at this time. Accordingly, the Receiver believes the proposed sealing order is appropriate.

32. The Receiver has filed unredacted versions of SPA with the Court as a Confidential Appendix to provide the Court with the benefit of the information to allow the Court to determine whether it should approve the SPA.
33. The Receiver is of the view that its approach aligns with the purpose of the Charter Sale Process and the interests promoted thereby, is fair and reasonable in the circumstances, and will achieve the desired benefit without unduly impairing the openness of the Court's process.

#### **CANADA REVENUE AGENCY**

34. As noted in the First Report, Pulse has a history of non-compliance with its obligations under the *Income Tax Act* and *Excise Tax Act*. Pulse's last corporate tax return was filed for the fiscal year ended December 31, 2014. Moreover, there were forty-eight outstanding monthly HST returns for periods ending prior to the Date of Appointment (the "**Outstanding HST Returns**").
35. Since filing the First Report, the Receiver has:
  - i) Applied for, and obtained waiver of the requirement to file Pulse's outstanding corporate tax returns for each fiscal year ending between 2014 and 2021;
  - ii) Filed the Outstanding HST Returns on the basis that Pulse's sales and purchases of pharmaceutical product are largely zero-based;
  - iii) Filed with CRA the HST returns for the period subsequent to the Date of Appointment;
  - iv) Coordinated with CRA for the provision of certain payroll information and T4 returns, as required, relating to 2020 and 2021 (the "**Payroll Information**").
36. As noted in the First Report, CRA previously submitted a deemed trust claim in the amount of \$327,842 in respect of Pulse's employer source deduction arrears, which on February 1, 2022, it increased by \$99,323 to \$427,165. On May 12, 2022, CRA further revised the

claim to \$317,142 and advised the Receiver that its claim does not take into consideration the Payroll Information.

37. CRA previously submitted a proof of claim for unpaid HST in the amount of approximately \$46,384. CRA has advised the Receiver that it will be withdrawing this claim now that the Outstanding HST Returns are filed and no balance is owing.

## **BOOKS AND RECORDS**

38. National Pharmacy, as part of its purchase, took custody and control of the records of those patients subject to the Service Contracts, and in the circumstances, became the health information custodian in respect of those records.
39. As it was vacating the Leased Premises, the Receiver seized the balance of records not acquired by National Pharmacy, which include Pulse's patient records that do not relate to the Service Contracts.
40. Under the provisions of the *Pharmacies Act* and related Regulations, when a pharmacy permanently closes, there are regulations governing the retention of patient records that include the requirement that all records and documents relating to the care of a patient, including the original prescriptions, be maintained for a period of at least 10 years from the last recorded professional pharmacy service provided to the patient. These requirements are imposed upon the health information custodian.
41. The Companies have in excess of 162 boxes of books and records (the "**Records**") that are currently being stored at Docuavit Solutions Inc.
42. Based on the Receiver's review of the Records, the Records relate to the period 2011 to 2021, with most of the boxes relating to 2014 to 2016.
43. The Receiver believes it is appropriate to retain selected books and records required for the administration of the Receivership. The Receiver is satisfied that the balance of the Records are not required for the purpose of administering the receivership (the "**Redundant Records**").

44. The boxes have been organized such that the patient files are grouped by year. The costs of storing all the books and records (including the Redundant Records), are approximately \$8,700 for the 10-year period provided each of the boxes is destroyed at the end of the applicable 10-year retention period. Pulse's patient records are not organized by patient, and accordingly, are not easily findable or searchable. To search and find a particular patient's record requires the Receiver also retain the Kroll pharmacy management software platform licensed by Pulse from Telus. Once a patient record is found electronically it can be traced back to the boxed hard copy records. The costs of retaining the Kroll software platform for the 10-year period would be approximately \$56,000 based on today's rates. These costs do not include the ongoing professional fees associated with the Receiver overseeing any requests for information. The costs of managing and retaining the Redundant Records are material, particularly in these circumstances where the Secured Creditors will be suffering a shortfall in the recovery of the indebtedness owing by the Companies to the Secured Creditors. Destruction of the Redundant Records would significantly reduce the storage costs.
45. Upon approval of the proposed Order sought in this motion, the Receiver proposes sending a letter to the Company's former directors and officers ("D&Os") and the Designated Pharmacist providing each notice that the Redundant Records will be destroyed and that the D&Os and/or the Designated Pharmacist will have 30 days following the sending of such notice to obtain any such Redundant Records. In addition, the Receiver will also notify the OCP and CRA as to its intention to destroy the Redundant Records.
46. Following the 30-day notice period, should (i) the D&Os advise that they do not wish to retain the Redundant Records or fail to respond to such notice and (ii) no objection by the OCP or CRA is received by the Receiver, the Receiver seeks approval of this Court to destroy the Redundant Records. If an objection is received from the CRA or OCP, the Receiver will work with the CRA or OCP to resolve the issue, failing which the Receiver may seek the advice and direction of the Court.
47. The Receiver will ensure that the third party it retains to dispose of the records complies with the *Personal Health Information Protection Act*.

48. The Receiver believes that it is appropriate that the Court issue an order directing the Receiver to destroy the Redundant Records in accordance with the terms hereof and ordering that the Receiver have no liability in connection with the failure to maintain, store or hold the Redundant Records.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

49. The Receiver has prepared a statement of receipts and disbursements (the “**R&D**”) showing all receipts and disbursements from the Date of Appointment through to April 30, 2022. A copy of the R&D is attached as **Appendix “C”**.
50. The R&D reflects receipts over disbursements of approximately \$91,509 (the “**Excess Funds**”) excluding the Deposit.

#### **PROFESSIONAL FEES AND DISBURSEMENTS**

51. Pursuant to Paragraph 24 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable professional fees in each case at their standard rates and charges and the Receiver and counsel to the Receiver have been granted a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person as security for payment of the professional fees (the “**Receiver’s Charge**”).
52. Pursuant to Paragraphs 24 and 25 of the Appointment Order, the Receiver and Weisz Fell Kour LLP shall pass their legal accounts as referred to this Court and is at liberty, from time to time, to apply reasonable amounts, out of the monies in its hands, against the professional fees, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its professional fees when and as approved by the Court.

#### **Receiver’s Fees and Disbursements**

53. The Receiver has issued two (2) invoices covering its fees and disbursements for the period from June 7, 2021 to April 30, 2022, totalling \$390,230.50, exclusive of disbursements and

HST. Attached as **Appendix “D”** is the affidavit of Sheldon Title sworn May 17, 2022 describing the aforementioned fees of the Receiver.

### **Legal Fees and Disbursements**

54. Weisz Fell Kour LLP has issued ten (10) invoices covering its fees and disbursements for the period June 7, 2021 to March 31, 2022 totalling \$98,062.61 exclusive of HST. Attached as **Appendix “E”** is the affidavit of Levi Rivers sworn May 17, 2022 describing the aforementioned fees and disbursements of Weisz Fell Kour LLP.
55. It is the Receiver’s opinion that the fees and disbursements of Weisz Fell Kour LLP as described in the affidavit of Levi Rivers are fair and reasonable and justified in the circumstances, and accurately reflect the work done on behalf of the Receiver by Weisz Fell Kour LLP.

### **REMAINING ADMINISTRATIVE MATTERS**

56. The Receiver’s administration of these proceedings is substantially complete other than the following, and subject to this Court granting the relief sought herein:
- a) payment of CRA’s claim for unpaid source deductions ranking as a deemed trust against Pulse;
  - b) distribution of the funds available for distribution to the Secured Creditors; and
  - c) payment of additional amounts that may become subject to the Receiver’s Charge.

(Collectively, the **“Remaining Activities”**).

**CONCLUSIONS AND RECOMMENDATIONS**

57. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief detailed in paragraph 9.

All of which is respectfully submitted on this 17<sup>th</sup> day of May, 2022.

**MNP LTD.**

in its capacity as Court Appointed Receiver of  
Pulse RX Inc. and Family Pharmacy Clinic Inc.

Per:



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Sheldon Title

# Appendix "A"

Court File No. CV-21-00661434-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 10TH
	)	
MR. JUSTICE MCEWEN	)	DAY OF JUNE, 2021

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES**

Applicant

– and –

**PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 101 OF  
THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C.43, AS AMENDED**

**RECEIVERSHIP ORDER**

**THIS APPLICATION**, made by 1951584 Ontario Inc. dba Maxium Financial Services (the “**Applicant**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), appointing MNP Ltd. (“**MNP**”) as receiver and

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manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of both Pulse RX Inc. and Family Pharmacy Clinic Inc. (collectively, the “**Debtors**” and, individually, a “**Debtor**”) acquired for, or used in relation to businesses carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario by videoconference in light of the COVID-19 crisis.

**ON READING** the affidavit of Benjamin Wyett sworn April 7, 2021, and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, and those other parties present as indicated on the counsel sheet, and on reading the consent of MNP to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of both of the Debtors acquired for, or used in relation to businesses carried on by the Debtors, including but not limited to the provision of pharmaceutical services under the business name “Pulse RX LTC Pharmacy”), and including all proceeds thereof (collectively, the “**Property**”).

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

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- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the businesses of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the businesses, or cease to perform any contracts of the Debtors;
- (d) to engage pharmacists, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the businesses of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, or either of them, and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by any of the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to either or both of the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Debtors or "Pulse RX LTC Pharmacy", for any purpose pursuant to this Order;

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- (i) 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 of the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
  - (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
  - (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
    - (i) without the approval of this Court in respect of any transaction not exceeding \$75,000.00, provided that the aggregate consideration for all such transactions does not exceed \$300,000.00; 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 Ontario *Personal Property Security Act*, shall not be required.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
  - (m) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;
  - (n) 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 Property and the

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receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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 either or both of the Debtors;
- (q) to enter into agreements with any licensed insolvency trustee appointed in respect of either of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by either of the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which either of the Debtors may have;
- (s) to contact, make any necessary inquiries and obtain information pertaining to either of the Debtors from the Ontario College of Pharmacists, the Ministry of Health and Long-Term Care, the Ontario Drug Benefit Program and any insurance company;
- (t) to inquire into and report to the Applicant, 2047944 Ontario Inc. (dba National Pharmacy), LPG Pharmaceutical Advisors Inc. and the Court on the financial condition of either or both of the Debtors and the Property;
- (u) to file an assignment in bankruptcy on behalf of either or both of the Debtors; and
- (v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

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#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of the Debtors' respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on the instructions or behalf of either or both of the Debtors, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including, but not limited to the Ontario College of Pharmacists, the Ministry of Health and Long-Term Care, the Ontario Drug Benefit Program and any insurance company (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property 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 ("**Client Records**"), books, documents, securities, contracts, orders, billing privileges, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of either or both of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall, subject to paragraph 6 herein, 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 7 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, should the Receiver deem it necessary to seek from any insurance company or its pharmacy benefits manager personal information regarding persons covered pursuant to benefit plans which might have had claims under such plans relating to the Debtors or "Pulse RX LTC Pharmacy", such information shall be sought pursuant to a motion on notice to the insurance company and its pharmacy benefits manager. Such information shall

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only be released by the insurance company or its pharmacy benefits manager on the agreement of such insurance company or as provided in the Order so obtained.

7. **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.

8. **THIS COURT ORDERS** that with respect to Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspects of the Client Records; (ii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the “**Custodian**”) for the Client Records; (iii) not allow anyone other than the Receiver or the Custodian to have access to the Client Records; and (iv) allow Pulse RX Inc. supervised access to the Client Records for any purposes required pursuant to the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991* or any other governing Ontario or Canadian statute that requires Pulse RX Inc., from time to time, to perform certain obligations.

9. **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

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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**

10. **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 DEBTOR OR THE PROPERTY**

11. **THIS COURT ORDERS** that no Proceeding against or in respect of either or both of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of either of the Debtors or the Property, other than the action commenced by the Applicant as against the Debtors and others before the Superior Court of Justice at Newmarket bearing Court File No. CV-20-00003321-0000, are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

12. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the 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 any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or either of the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, (iv) prevent the registration of a claim for lien, or (v) exempt the Receiver or either of the Debtors from inspection pursuant to section 14 of the *Ontario Drug Benefit Act*.

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### **NO INTERFERENCE WITH THE RECEIVER**

13. **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 either or both of the Debtors, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

14. **THIS COURT ORDERS** that all Persons having oral or written agreements with either or both of the Debtors 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, claims processing services, payment processing services, payroll services, insurance, transportation services, utility or other services to either or both of the Debtors 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 the Debtors' 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 the applicable Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

15. **THIS COURT ORDERS** that, without limiting the generality of paragraph 14 herein, no insurer providing insurance to either or both of the Debtors or its directors or officers shall terminate or fail to renew such insurance on the existing terms thereof provided that such insurer is paid any premiums, as would be paid in the normal course, in connection with the continuation or renewal of such insurance at its current prices, subject to reasonable annual increases in the ordinary course with respect to such premiums.

### **RECEIVER TO HOLD FUNDS**

16. **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 Property and the

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collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

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

## **PIPEDA**

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

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19. **THIS COURT ORDERS** that, pursuant to section 42 of the Ontario *Personal Health Information Protection Act* (“**PHIPA**”), the Receiver shall only disclose personal health information to prospective purchasers or bidders who are potential successor(s) to the pharmacy business of Pulse RX Inc. (the “**Pharmacy**”) as Health Information Custodian(s) (as defined in the PHIPA) for the purposes of allowing the potential successor to assess and evaluate the operations of the Pharmacy. Each potential successor to whom such personal health information is disclosed is required in advance of such disclosure to review and sign an acknowledgment of this Order indicating that it agrees to keep the information confidential and secure and not to retain any of the information longer than is necessary for the purposes of the assessment or evaluation, and if such potential successor does not complete a Sale, such potential successor shall return all such information to the Receiver, or in the alternative shall destroy all such information and provide the Receiver with confirmation of such destruction. Such acknowledgment shall be deemed to be an agreement between the Receiver and the potential successor for the purposes of section 42 of the PHIPA.

20. **THIS COURT ORDERS** that 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 complete custody or control of records of personal health information held by the Debtors, or any of them, for the purposes of PHIPA, unless it is actually in complete custody or control of such records of personal health information.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

21. **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 Property or any of either or both of the Debtors’ other assets, property or undertaking, including (without limitation) 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*

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*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 to 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 Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

22. **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, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. 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**

23. **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 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 Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. **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.

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25. **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**

26. **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 \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

28. **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.

29. **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.

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## SERVICE AND NOTICE

30. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, 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/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

31. **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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors, or either of them, 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

32. **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.

33. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the either of the Debtors.

34. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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

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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.

35. **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.

36. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

37. **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.

38. **THIS COURT ORDERS** that the Receiver, its counsel and counsel for the Applicant are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to any creditors of the Debtors or any other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SORS/DORS).



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**SCHEDULE "A"**

## RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that MNP Ltd., the receiver and manager (in such capacities, the "**Receiver**") of the assets, undertakings and properties of Pulse RX Inc. and Family Pharmacy Clinic Inc. (collectively, the "**Debtors**", and, individually, a "**Debtor**") acquired for, or used in relation to a business carried on by either or both of the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Order**") made in an action having Court file number CV-21-00661434-00CL, 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 Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

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5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) 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 \_\_\_\_\_, 202\_\_.

MNP Ltd., solely in its capacity  
as the court-appointed receiver and manager of  
the property and assets of Pulse RX Inc. and  
Family Pharmacy Clinic Inc., and not in its  
personal capacity

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

Name:

Title:

1951584 ONTARIO INC., APPLICANT – AND –  
PULSE RX INC. et al., RESPONDENTS

AND IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
Proceeding commenced at Toronto  
  
**RECEIVERSHIP ORDER**

10 June 21

The Order shall go as per the draft filed and signed. None of the creditors oppose the relief sought although there may be further disputes between them vis a vis security issues.

The Respondents did not attend despite being properly served and acknowledging service.

The appointment of the Receiver, and the terms of the Order are fair and reasonable. The Respondents have long been in default. The provisions of the BIA have been met and the GSA allows for the appointment of a Receiver.

A default judgment has also been obtained against the Respondents in another action.

*McE...*

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Lawyers for the Applicant

## Appendix "B"

## Sale Process

### Recitals

1. On June 10, 2021, pursuant to an order (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), MNP Ltd. was appointed as receiver and receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Pulse RX Inc. (“**Pulse**”) and Family Pharmacy Clinic Inc. (together with Pulse, the “**Companies**”) acquired for, or used in relation to a business carried on by the Companies, including the charter or articles of incorporation of Pulse (the “**Pulse Charter**”). Pulse is a “Pre-1954 Charter Company”, as contemplated in Section 142(4) of the *Drug and Pharmacies Regulations Act* (Ontario), being originally incorporated on January 27, 1936 as Harbord Pharmacy Limited.
2. Pursuant to the Receivership Order, the Receiver is authorized to market any or all of the assets of the Companies (the “**Assets**”) and the shares in the capital of Pulse (the “**Shares**”), including advertising or soliciting offers in respect of any and all such Assets and Shares or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver may deem appropriate.
3. The Receiver has entered into a Stalking Horse Asset Purchase Agreement with CareRX Pharmacy Corp. (the “**Stalking Horse Purchaser**” and the “**Stalking Horse Agreement**”), pursuant to which the Stalking Horse Purchaser has agreed to acquire certain of the Assets, including the customer contracts and select inventory but specifically excluding the Shares.
4. Set forth below is the sale process (the “**Sale Process**”) to be employed with respect to the proposed sale of the Assets and/or the Shares (as defined herein) of the Companies. The purpose of the Sale Process is to seek offers for the purchase of: (i) all the Assets of Pulse other than the Pulse Charter (the “**Stalking Horse Assets**”) for an amount and on terms which are superior to the transaction contemplated by the Stalking Horse Agreement (the “**Stalking Horse Bid**”); and (ii) the Shares of Pulse in order to acquire the Pulse Charter (the “**Charter Asset**”).
5. The Sale Process, and any orders of the Court made in the proceedings relating to the Sale Process, shall exclusively govern the process for soliciting and selecting bids for the sale of the Stalking Horse Assets and the Charter Asset (each, a “**Transaction**”).
6. All capitalized terms contained herein, but not otherwise defined herein, shall have the meanings ascribed thereto in the Stalking Horse Agreement to which this schedule is appended.
7. Unless otherwise indicated herein, any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day (a “**Business Day**” is any day, other than a Saturday or Sunday, on which banks are ordinarily open for business in Toronto, Ontario).

### Solicitation of Interest

8. The Receiver will prepare an initial offering summary notifying prospective purchasers of the existence of the Sale Process and inviting prospective purchasers of either the Stalking Horse Assets or the Charter Asset to express their interest in making an offer in respect of a Transaction pursuant to the terms of the Sale Process.

### Timeline

9. The following table sets out the key milestones under the Sale Process:

Milestone	Deadline
Publication of Notice re: Charter Asset only	As soon as practicable
Delivery of Teaser Letter and NDA	As soon as practicable
Bid Deadline for Stalking Horse Assets	28 Days following the Commencement of Sale Process
Bid Deadline for Charter Asset	49 Days following the Commencement of Sale Process
Schedule Approval Motion with the Court	As soon as reasonably practical following execution and delivery of Binding APA for Stalking Horse Assets or Binding APA for Charter Asset
The close of the Transaction under the Successful Bid	No later than 5 days following Court approval of the Successful Bid(s)

10. Subject to the terms contained herein, the dates set out in the Sale Process for the Stalking Horse Assets, the Charter Asset or both may be extended by the Receiver, acting reasonably, all with a view to completing a fair and reasonable offer for the Stalking Horse Assets and the Charter Asset.

*Pre-Marketing Stage*

11. As soon as reasonably practicable (the “**Sale Process Commencement**”):
- (a) the Receiver will prepare: (i) a process summary (the “**Teaser Letter**”) describing the Opportunity, outlining the process under the Sale Process and inviting recipients of the Teaser Letter to express their interest pursuant to the terms of the Sale Process; and (ii) a non-disclosure and confidentiality agreement with the Receiver (an “**NDA**”). The Teaser Letter will specifically stipulate that the Receiver makes no representations or warranties as to the accuracy or completeness of the information contained in the Teaser Letter, the Data Room, or made available pursuant to the Sale Process or otherwise, except to the extent expressly contemplated in any definitive sale agreement with a Successful Bidder (as defined below) ultimately executed and delivered by the

Receiver;

- (b) the Receiver will gather and review all due diligence materials, it determines to be relevant, to be provided to interested parties and shall establish a secure, electronic data room (the “**Data Room**”), which will be maintained and administered by the Receiver throughout the Sale Process; and
- (c) the Receiver will prepare a list of potential interested parties, (each a “**Potential Bidder**”).

#### *Marketing Stage*

- 12. As soon as reasonably possible after the Sale Process Commencement, the Receiver shall:
  - (a) arrange for a notice of the Sale Process (and such other relevant information as the Receiver considers appropriate) (the “**Notice**”) to be published in such newspaper(s) or journal(s) as the Receiver considers appropriate; and
  - (b) send the Teaser Letter and NDA to all Potential Bidders and to any other party who responds to the Notice as soon as reasonably practicable.

#### **Free of Any and all Claims and Interests**

13. Depending on the structure of the Transaction proposed by a Qualified Bidder (as defined herein), all of the Assets and/or Shares of the Companies shall be transferred free and clear of all liens and claims, subject to any permitted encumbrances, pursuant to an approval and vesting order issued by the Court approving the Transaction (the “**Approval and Vesting Order**”). For greater certainty, if required by the proposed Transaction, liens and claims will be discharged and any security interest will only attach to the net proceeds of such Transaction following the granting of the Approval and Vesting Order.

#### **“As Is, Where Is”**

14. Any purchase of the Assets and/or the Shares will be on an “as is, where is” basis without representations or warranties of any kind, nature or description by the Receiver or any of its respective directors, officers, partners, employees, agents, advisors or estates, except to the extent as may be set forth in a Binding APA (as defined herein) and approved by the Court. By submitting a bid, each Potential Bidder (as defined herein) shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Companies and its assets prior to making its bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and the Companies’ assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties or guarantees, express, implied, statutory or otherwise, regarding the Companies or its assets or the completeness of any information provided in connection therewith, except as expressly stated in this Sale Process or as set forth in a Binding APA and approved by the Court.

#### **Participation Requirements**

15. Each Potential Bidder must deliver to the Receiver, an executed NDA, in the form attached herein as Schedule “A” and/or Schedule “B”, prior to the distribution of any confidential

information by the Receiver. The Stalking Horse Purchaser in respect to the Stalking Horse Assets shall be deemed to be a Potential Bidder for the purposes of this Sale Process.

16. If it is determined by the Receiver that a Potential Bidder: (i) has a *bona fide* interest in pursuing a Transaction; and (ii) has delivered an executed NDA, then such Potential Bidder will be deemed to be a “**Qualified Bidder**”.

17. The Receiver will grant access to each Qualified Bidder, as soon as reasonably practicable, to the Data Room, which will provide, among other things, information considered relevant to the Sale Process, including in the case of a Qualified Bidder that desires to make a bid for the Stalking Horse Assets, the Stalking Horse Agreement.

### **Due Diligence**

18. The Receiver, subject to competitive and other business considerations, may give each Qualified Bidder such access to due diligence materials and information relating to the Companies as the Receiver deems appropriate. Due diligence access may include access to an electronic data room, on-site inspections and other matters which a Qualified Bidder may reasonably request and as to which the Receiver may agree. Neither the Receiver, nor any of its representatives will be obligated to furnish any information relating to the Companies to any person. The Receiver makes no representation or warranty, express or implied, as to the information provided through this due diligence process or otherwise, except as may be set forth in a Binding APA.

### **Binding APA Deadline**

19. A Qualified Bidder that desires to make a bid for the Stalking Horse Assets shall deliver written copies of its bid, in the form of the Stalking Horse Agreement, together with a blackline outlining all changes made to the Stalking Horse Agreement (the “**Binding APA for the Stalking Horse Assets**”). A Qualified Bidder that desires to make a bid for the Charter Asset shall deliver written copies of its bid, in the form of a template Share Purchase Agreement (the “**Template Share Purchase Agreement**”), together with a blackline outlining all changes made to the Template Share Purchase Agreement (the “**Binding APA for the Charter Asset**”, together with the Binding APA for the Stalking Horse Assets, the “**Binding APA**”).

20. A Binding APA for the Stalking Horse Assets must be submitted to the Receiver as follows: Attn: Sheldon Title, sheldon.title@mnp.ca, so as to be received by no later than November 12, 2021 at 5:00 p.m. (ET) (as may be extended as set out below, the “**Stalking Horse Binding APA Deadline**”). The Receiver may extend the Stalking Horse Binding APA Deadline, once or successively, but is not obligated to do so. If the Stalking Horse Binding APA Deadline is extended, the Receiver will promptly notify all Qualified Bidders.

21. A Binding APA for the Charter Asset must be submitted to the Receiver as follows: Attn: Sheldon Title, sheldon.title@mnp.ca, so as to be received by no later than December 3, 2021 at 5:00 p.m. (ET) (as may be extended as set out below, the “**Charter Asset Binding APA Deadline**”). The Receiver may extend the Charter Asset Binding APA Deadline, once or successively, but is not obligated to do so. If the Charter Asset Binding APA Deadline is extended, the Receiver will promptly notify all Qualified Bidders.

## Binding APA

22. A Binding APA must comply with all of the following:
- (a) the bid (either individually or in combination with other bids that make up one Binding APA) is an offer:
    - (i) to purchase some or all of the Stalking Horse Assets on terms consistent with the form of the Stalking Horse Agreement, together with all completed schedules thereto, and on conditions acceptable to the Receiver and delivered to the Receiver prior to the Stalking Horse Binding APA Deadline; or
    - (ii) to purchase the Shares including the Charter Asset on terms consistent with the form of the Template Share Purchase Agreement, together with all completed schedules thereto, and on conditions acceptable to the Receiver and delivered to the Receiver prior to the Charter Asset Binding APA Deadline;
  - (b) it is duly authorized and executed, and includes a purchase price for the Assets expressed in Canadian dollars (collectively, the “**Purchase Price**”):
    - (i) with respect to the Stalking Horse Assets, \$200,000 in Cash plus (i) a minimum incremental amount of \$5,000 in excess of the aggregate purchase price contemplated by the Stalking Horse Agreement; (ii) a break fee in the amount of \$30,000; and (iii) a reimbursement of the Stalking Horse Purchaser's reasonable fees and disbursements relating to the preparation and execution of the Stalking Horse Agreement in the maximum amount of \$5,000; and
    - (ii) with respect to the Shares, including the Charter Asset, an amount in Cash.

For greater certainty, Qualified Bidders shall not be entitled to credit bid as consideration for the purchase of any of the Assets.
  - (c) includes a letter of acknowledgment stating that the Qualified Bidder's offer is irrevocable and open for acceptance until the Successful Bid (as defined herein) is selected by the Receiver;
  - (d) it is accompanied by written evidence of a firm, irrevocable commitment for financing or other evidence satisfactory to the Receiver, in its sole discretion, of the ability of the Qualified Bidder to consummate the proposed Transaction, and that will allow the Receiver to make a determination as to the Qualified Bidder's financial and other capabilities to consummate the proposed sale and pay the Purchase Price;
  - (e) it will be unconditional;
  - (f) it fully discloses the identity of each entity that will be bidding for, or otherwise

sponsoring, financing, participating or benefiting from such bid, the Assets and/or the Shares;

- (g) it includes an acknowledgement and representation of the Qualified Bidder that: (i) it has had an opportunity to conduct any and all due diligence regarding the Assets, the Shares and the Companies prior to making its bid; (ii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; and (iii) it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Assets, the Shares, the Companies or the completeness of any information provided in connection therewith;
  - (h) it includes evidence, in form and substance reasonably satisfactory to the Receiver, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of the Binding APA submitted by the Qualified Bidder;
  - (i) it is received by the Receiver by:
    - (i) the Stalking Horse Binding APA Deadline if a Binding APA for the Stalking Horse Assets; or
    - (ii) the Charter Asset Binding APA Deadline if a Binding APA for the Charter Asset;
  - (j) in respect to a Binding APA for the Stalking Horse Assets, the Binding APA contains at a minimum, the scope of services to be offered to the Rekai Centre at Sherbourne Place and the Rekai Centre at Wellesley Central Place (together, the "**Rekai Centres**") by the Stalking Horse Bidder as outlined in Schedule "D" to the Stalking Horse Agreement and the Rekai Centres do not object to the Binding APA being designated as the Successful Bid;
  - (k) provides a deposit in the amount of not less than 15% of the Purchase Price offered by the Qualified Bidder (the "**Deposit**"); and
  - (l) the bid contemplates closing the Transaction set out therein within 5 business days of the Approval and Vesting Order (the "**Closing Date**").
23. The Receiver may determine whether to entertain bids for the Stalking Horse Assets and/or the Shares that do not conform to one or more of the requirements specified herein.
24. Notwithstanding anything herein to the contrary, the offer represented by the Stalking Horse Agreement with respect to the Stalking Horse Assets shall be deemed to be a Binding APA for the Stalking Horse Assets for all purposes under, and at all times in connection with, this Sale Process.
25. If no Binding APA for the Stalking Horse Assets (other than the Stalking Horse Bid) is received by the Stalking Horse Binding APA Deadline, the Stalking Horse Bid shall be deemed

the Successful Stalking Horse Bid (defined below).

26. The Receiver may extend the Stalking Horse Binding APA Deadline and the Charter Asset Binding APA Deadline or cancel the Sale Process.

### **Evaluation of Binding APA**

27. Each Binding APA will be considered and reviewed by the Receiver based upon several factors including, without limitation, items such as the Purchase Price and the net value provided by such bid, the claims likely to be created by such bid in relation to other bids, the counterparties to such transactions, the proposed transaction documents, other factors affecting the speed and certainty of the closing of the transaction, the value of the transaction, the Assets included or excluded from the bid, the transition services required from the Companies (if any), any related transaction costs, the likelihood and timing of consummating such transactions, and such other matters as the Receiver may determine.

28. Each Qualified Bidder shall comply with all reasonable requests for additional information by the Receiver regarding the Qualified Bidder or the Binding APA. Failure of a Qualified Bidder to comply with such requests for additional information will be a basis for the Receiver to reject a Binding APA.

### **Selection of Successful Bid**

29. With respect to the Stalking Horse Assets the Receiver may identify the highest or otherwise best offer or combination of offers for the Stalking Horse Assets (the “**Successful Stalking Horse Bid**”).

30. If the Receiver receives one or more Binding APAs for the Stalking Horse Assets, it may, in the Receiver’s sole discretion, proceed with an auction to select the Successful Stalking Horse Bid (an “**Auction**”) on notice to the Stalking Horse Purchaser and each Qualified Bidder that submits a Binding APA for the Stalking Horse Assets and is invited to attend the Auction by the Receiver having regard to the terms of its Binding APA for the Stalking Horse Assets (each, an “**Auction Bidder**”). For greater certainty, the Stalking Horse Purchaser shall constitute an Auction Bidder in all circumstances in which an Auction is conducted.

31. If an Auction is commenced, the Receiver will implement Auction procedures that will be made available to all Auction Bidders if and when the Auction is implemented.

32. With respect to the Charter Asset: (i) the Receiver may identify the highest or otherwise best offer or combination of offers for the Charter Asset (the “**Successful Charter Asset Bid**”, and with the Successful Stalking Horse Bid, a “**Successful Bid**”); or (ii) if the Receiver determines that two or more Binding APAs for the Charter Asset are close in value, at the discretion of the Receiver, the Receiver may decide to negotiate with the applicable Qualified Bidders in order for the Qualified Bidders to submit an improved bids for the Charter Asset, and as a result of such negotiations and the Receiver may identify a Successful Charter Asset Bid.

33. The determination of a Successful Bid by the Receiver shall be subject to approval by the Court.

34. The determination of a Successful Charter Asset Bid by the Receiver shall be additionally subject to approval by each of 1951584 Ontario Inc. (dba Maxium Financial Services), 2047944 Ontario Inc. (dba National Pharmacy) and LPG Pharmaceutical Advisors Inc. (each, a “**Secured Creditor**”). Notwithstanding the foregoing, any Secured Creditor that elects to submit a Binding APA for the Charter Asset shall not be entitled to exercise the aforementioned approval right.

35. Notwithstanding the foregoing, a Binding APA may not be withdrawn, modified or amended without the written consent of the Receiver prior to the Successful Bid being determined. Any such withdrawal, modification or amendment made without the written consent of the Receiver prior to the Successful Bid being determined shall result in the forfeiture of such Qualified Bidder’s Deposit as liquidated damages and not as a penalty.

36. In the event a Binding APA is not selected as a Successful Bid, the Deposit (without interest) shall be returned to the Qualified Bidder as soon as reasonably practicable.

37. The Receiver shall have no obligation to select a Successful Bid, and it reserves the right to reject any or all Binding APAs and to amend or otherwise modify this Sale Process.

#### **Sale Approval Motion Hearing**

38. The motion for an order of the Court approving any Successful Bid (the “**Sale Approval Motion**”) shall be determined by the Receiver. The Sale Approval Motion shall be heard on a date determined by the Receiver and subject to the Court’s availability.

39. All of the Binding APAs for the Stalking Horse Assets other than any Successful Stalking Horse Bid, if any, shall be deemed rejected by the Receiver on and as of the Closing Date.

40. All of the Binding APAs for the Charter Asset other than any Successful Charter Asset Bid, if any, shall be deemed rejected by the Receiver on and as of the date of closing of the Closing Date.

#### **Reservation of Rights**

41. The Receiver may: (a) determine which Binding APA, if any, is the highest or otherwise best offer; (b) notwithstanding anything contained herein, reject at any time before the issuance and entry of an order approving a Binding APA, any bid that is (i) inadequate or insufficient as determined by the Receiver; or (ii) not in conformity with the requirements of this Sale Process or any order of the Court; and (c) may modify the Sale Process or impose additional terms and conditions on the sale of the Assets at any time, provided that paragraph 34 may not be modified without the prior written consent of the Secured Creditors.

42. This Sale Process does not, and shall not be interpreted to, create any contractual or other legal relationship between the Receiver and any other party, other than as specifically set forth in definitive agreements that may be executed.

43. The Receiver shall have the right to adopt such rules, not inconsistent with the Sale Process described herein, that, in its reasonable discretion, will promote the goals of the Sale Process.

**Approvals**

44. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the Receivership Order or any other statute or as otherwise required at law in order to implement a Successful Bid.

**Limitation of Liability**

45. The Receiver shall not have any liability whatsoever to any person or party, including without limitation to any Potential Bidder, Qualified Bidder, a bidder who submits a Successful Bid or any creditor or other stakeholder, for any act or omission related to this Sale Process. By submitting a bid, each Potential Bidder shall be deemed to have agreed that it has no claim against the Receiver for any reason, matter or thing whatsoever.

**Schedule "A"**

**Form of Non-Disclosure Agreement**

**CONFIDENTIALITY, NON-DISCLOSURE, NON-COMPETE and  
NON-SOLICIT AGREEMENT**

TO: MNP LTD.,  
In its capacity as Receiver and Receiver-Manager of Pulse Rx Inc. and Family Pharmacy Clinic Inc. (together, “**Pulse**”)

Re: Purchase of assets and business of Pulse on a going-concern basis

MNP Ltd. in its capacity as Receiver and Receiver-Manager of Pulse (the “**Receiver**”) is soliciting offers to purchase certain assets and business (together referred to as “**Property**”) of Pulse. The undersigned has expressed an interest in reviewing the information more particularly defined below (the “**Information**”) solely for the purpose of determining its potential interest in submitting an offer to purchase the Property (the “**Permitted Purpose**”). The undersigned understands and agrees that MNP Ltd., in its capacity as Receiver is willing to provide it with the Information, on the condition that the undersigned provides its covenants and undertakings as set out herein with respect to the Information.

The undersigned acknowledges and agrees that the Information contains sensitive confidential business information about the Property. The undersigned and its affiliates, directors, officers, employees, agents, professional advisors or consultants (“**Affiliates**”) agree that the Information shall be kept confidential and shall make no use of the Information other than in accordance with the Permitted Purpose.

**CONFIDENTIALITY AND NON-DISCLOSURE**

In consideration of the Receiver providing such Information and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the undersigned agrees as follows:

1. “**Information**” means any and all confidential information regarding the Property provided by the Receiver and any party retained by the Receiver in connection with the Property; provided, however, that Information shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the undersigned or any Permitted Person (as defined below) in breach of this Agreement, or (ii) was in the possession of or becomes available to the undersigned or any Permitted Person on a non-confidential basis from a source that, to the knowledge of the undersigned, is not a party to a Confidentiality Agreement in respect to the Information and is from a source other than the Receiver or any party retained by the Receiver in connection with the Property, or (iii) is or was developed independently by the undersigned or any Permitted Person without reliance on the Information.
2. The undersigned acknowledges and agrees that the Receiver will furnish the Information to it solely for the Permitted Purpose, and the undersigned covenants that it (which, for the purposes of such covenant shall include any and all of its Affiliates or any other person who receives any of the Information from any of them, such as consultants and other representatives – all of which are collectively referred to hereafter as “**Permitted Persons**”) shall not use the Information for any purpose other than the Permitted Purpose. For greater certainty, the undersigned and the Permitted Persons shall not use the Information in carrying on their business or that of any affiliate, as defined in the *Securities Act* (Ontario),

and will not disclose the Information to any other person, firm, corporation or organization without the Receiver's prior written consent.

3. The undersigned acknowledges that the Receiver shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Information furnished to it at any time, nor shall the Receiver have any liability to the undersigned or its Affiliates relating to or arising from its use of any of the Information.
4. For greater certainty, but without limiting its covenant to keep the Information confidential, the undersigned shall take all reasonable steps to prevent the disclosure of the Information, by ensuring that:
  - a) Only Permitted Persons whose duties require them to review the Information shall have access thereto, and they shall be instructed and required to treat the Information as confidential;
  - b) Proper and secure storage is provided for all written Information or any Information which is stored on any computer or data retrieval system;
  - c) The undersigned shall not make, permit or cause to be made copies of the Information, other than in connection with the Permitted Purpose and subject to the terms herein; and
  - d) The undersigned shall not disclose either the Information or the fact that discussions regarding the opportunity to purchase the Property are taking place or the status thereof to any person other than the Permitted Persons for any reason whatsoever unless:
    - (i) disclosure is required under federal or provincial law;
    - (ii) any securities commission, stock exchange or other regulatory body having jurisdiction requires disclosure; or
    - (iii) disclosure is required to be made by the undersigned pursuant to due legal process.
5. In the event that the undersigned or any Permitted Person becomes legally compelled to disclose any of the Information, the undersigned shall, to the extent legally permitted, provide the Receiver with prompt notice so that the Receiver may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that either such protective order or other remedy is not obtained or the Receiver waives compliance with provisions of this Agreement, the undersigned shall furnish only that portion of the Information which is legally required and shall exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Information.
6. The Information, together with any copies thereof, shall be destroyed immediately upon request without retaining copies thereof. The destruction, by the undersigned, of any Information to the Receiver shall not affect any of its obligations hereunder. Notwithstanding the foregoing, the undersigned and its Permitted Persons shall be permitted to retain copies of the Information for legal or compliance purposes.

## NON-COMPETE AND NON-SOLICIT

7. Commencing on the date of this Agreement until the earlier of: (i) the date that a transaction closes by a successful bidder(s) for the purchase of the Property in accordance with the sales process; (ii) the date that the Receiver is discharged as Receiver in the Receivership proceedings; and (iii) 18 months from the date of this Agreement (the "**Restricted Period**"), the undersigned shall not, and shall not permit its Affiliates to, directly or indirectly: (i) engage in or assist others in engaging in the business of providing pharmacy services to the long-term care homes, retirement homes, assisted living facilities and group homes currently serviced by Pulse ("**Restricted Business**"); (ii) have or obtain an interest in any entity, including as a partner, shareholder, employee, principal, agent, trustee or consultant, that engages in the Restricted Business; or (iii) intentionally solicit or otherwise interfere in any material respect with the Restricted Business, in each case to the extent that such actual or potential customers of Pulse were identified in the Information. For greater certainty, given the undersigned carries out a similar business to Pulse, this paragraph 7 does not prohibit the undersigned from: (i) soliciting or contracting with any actual or potential customers of Pulse in the normal course of business; or (ii) bidding on or responding to a request for proposal, provided that, in each case, the undersigned does not disclose or make use of Information.
8. During the Restricted Period, undersigned shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any employee of Pulse or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; provided that nothing in this Agreement shall prevent the undersigned or any of its Affiliates from hiring (i) any employee whose employment has been terminated by Pulse; or (ii) after 90 days from the date of termination of employment, any employee whose employment has been terminated by the employee.
9. For greater certainty, during the Restricted Period, the undersigned shall not, and shall not permit any of its Affiliates to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of Pulse or potential clients or customers of Pulse for purposes of diverting their business or services from the Pulse.

## GENERAL

10. It is agreed that monetary damages may not be a sufficient remedy for any breach of this Agreement and the undersigned agrees that the Receiver shall be entitled to injunctive relief, specific performance or any other appropriate equitable remedies for any such breach. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to other remedies available at law or in equity to the Receiver. In the event the Receiver brings a successful action to enforce the undersigned's obligations hereunder, the undersigned shall reimburse the Receiver for all costs and expenses, including legal fees, incurred by the Receiver in that regard.
11. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be either hand delivered or sent by courier, pre-paid registered mail or facsimile transmission to the following addresses:

(i) in the case of the Receiver, as follows:

MNP Ltd.

111 Richmond Street West, Suite 300 Toronto, Ontario M5H 2G4

Attention: Sheldon Title  
 Telephone: (416) 263-6945  
 Facsimile: (416) 323-5240  
 Email: [Sheldon.title@mmp.ca](mailto:Sheldon.title@mmp.ca)

(ii) in the case of the undersigned, as follows:

\_\_\_\_\_  
 (Name – Company or First and Last)

\_\_\_\_\_  
 (Street/RR/PO Box No., Suite/Unit No.)

\_\_\_\_\_  
 (City/Town) (Province)

\_\_\_\_\_  
 (Postal Code)

Attention: \_\_\_\_\_

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

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

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

Any notice personally delivered or by facsimile transmission shall be deemed to have been received on the date of delivery. Any notice sent via pre-paid registered mail shall be deemed to have been received on the fourth business day following mailing. Any notice sent via courier shall be deemed to have been received on the following business day after actual receipt thereof by the recipient. Either of the Receiver or the undersigned may change its address for service of notice or the person to whom such notice shall be directed from time to time by notice given in accordance with the foregoing.

12. The undersigned agrees that it shall not and may not assign this Agreement or any of its rights hereunder, either in whole or in part.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (and, if applicable, the federal laws of Canada) and each of the Receiver, Pulse and the undersigned hereby irrevocably attorn to the jurisdiction of the courts of the province of Ontario.
14. The undersigned acknowledges and confirms that any costs incurred by any inspector, engineer, contractor or other consultant or agent engaged by it to review any of the Information or the Property are solely the undersigned's obligation and responsibility.
15. The undersigned acknowledges and agrees that it has had the opportunity to obtain independent legal advice as to the terms and conditions of this Agreement and has either received same or expressly waived its right to do so.

16. This Agreement shall enure to the benefit of the Receiver and any purchaser of the Property, and their respective representatives and assigns, and shall be binding upon the undersigned and its heirs, executors, administrators, legal personal representatives, successors and permitted assigns.
17. This Agreement constitutes the entire agreement between the undersigned and the Receiver with respect to the subject matter hereof and supersedes all prior agreements and or discussions relating to the subject matter hereof. This Agreement may only be amended by further written agreement between the parties.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned has executed this Agreement and hereby agrees to all of the covenants and undertakings contemplated herein.

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_ 2021

<p>_____          (Signature of Person – Individual)          Name:</p>	OR	<p>_____          (Name of Corporation)          Per:</p>
<p>_____          (Signature of Witness – Individual)          Name:</p>		<p>_____          (Signature of Authorized Signing Officer)          Name:          Title</p> <p>I have the authority to bind the corporation</p>

**Schedule “B”**

**Form of Non-Disclosure Agreement**

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

TO: MNP LTD.,  
 In its capacity as Receiver and Receiver-Manager of Pulse Rx Inc. and Family Pharmacy Clinic Inc. (together, “**Pulse**”)

Re: Purchase of the shares of Pulse in order to acquire the Pulse Charter (as defined below).

Pulse is a “Pre-1954 Charter Company”, as contemplated in Section 142(4) of the *Drug and Pharmacies Regulations Act* (Ontario) (the “**Pulse Charter**”). MNP Ltd. in its capacity as Receiver and Receiver-Manager of Pulse (the “**Receiver**”) is soliciting offers to purchase the shares of Pulse (the “**Property**”), including the articles of incorporation of Pulse and the Pulse Charter. The undersigned has expressed an interest in reviewing the information more particularly defined below (the “**Information**”) solely for the purpose of determining its potential interest in submitting an offer to purchase the Property (the “**Permitted Purpose**”). The undersigned understands and agrees that MNP Ltd., in its capacity as Receiver is willing to provide it with the Information, on the condition that the undersigned provides its covenants and undertakings as set out herein with respect to the Information.

The undersigned acknowledges and agrees that the Information contains sensitive confidential business information about the Property. The undersigned and its affiliates, directors, officers, employees, agents, professional advisors or consultants (“**Affiliates**”) agree that the Information shall be kept confidential and shall make no use of the Information other than in accordance with the Permitted Purpose.

### **CONFIDENTIALITY AND NON-DISCLOSURE**

In consideration of the Receiver providing such Information and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the undersigned agrees as follows:

1. “**Information**” means any and all confidential information regarding the Property provided by the Receiver and any party retained by the Receiver in connection with the Property; provided, however, that Information shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the undersigned or any Permitted Person (as defined below) in breach of this Agreement, or (ii) was in the possession of or becomes available to the undersigned or any Permitted Person on a non-confidential basis from a source that, to the knowledge of the undersigned, is not a party to a Confidentiality Agreement in respect to the Information and is from a source other than the Receiver or any party retained by the Receiver in connection with the Property, or (iii) is or was developed independently by the undersigned or any Permitted Person without reliance on the Information.
2. The undersigned acknowledges and agrees that the Receiver will furnish the Information to it solely for the Permitted Purpose, and the undersigned covenants that it (which, for the purposes of such covenant shall include any and all of its Affiliates or any other person who receives any of the Information from any of them, such as consultants and other representatives – all of which are collectively referred to hereafter as “**Permitted Persons**”) shall not use the Information for any purpose other than the Permitted Purpose. For greater certainty, the undersigned and the Permitted Persons shall not use the Information in carrying on their business or that of any affiliate, as defined in the *Securities Act* (Ontario),

and will not disclose the Information to any other person, firm, corporation or organization without the Receiver's prior written consent.

3. The undersigned acknowledges that the Receiver shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Information furnished to it at any time, nor shall the Receiver have any liability to the undersigned or its Affiliates relating to or arising from its use of any of the Information.
4. For greater certainty, but without limiting its covenant to keep the Information confidential, the undersigned shall take all reasonable steps to prevent the disclosure of the Information, by ensuring that:
  - a) Only Permitted Persons whose duties require them to review the Information shall have access thereto, and they shall be instructed and required to treat the Information as confidential;
  - b) Proper and secure storage is provided for all written Information or any Information which is stored on any computer or data retrieval system;
  - c) The undersigned shall not make, permit or cause to be made copies of the Information, other than in connection with the Permitted Purpose and subject to the terms herein; and
  - d) The undersigned shall not disclose either the Information or the fact that discussions regarding the opportunity to purchase the Property are taking place or the status thereof to any person other than the Permitted Persons for any reason whatsoever unless:
    - (i) disclosure is required under federal or provincial law;
    - (ii) any securities commission, stock exchange or other regulatory body having jurisdiction requires disclosure; or
    - (iii) disclosure is required to be made by the undersigned pursuant to due legal process.
5. In the event that the undersigned or any Permitted Person becomes legally compelled to disclose any of the Information, the undersigned shall, to the extent legally permitted, provide the Receiver with prompt notice so that the Receiver may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that either such protective order or other remedy is not obtained or the Receiver waives compliance with provisions of this Agreement, the undersigned shall furnish only that portion of the Information which is legally required and shall exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Information.
6. The Information, together with any copies thereof, shall be destroyed immediately upon request without retaining copies thereof. The destruction, by the undersigned, of any Information to the Receiver shall not affect any of its obligations hereunder. Notwithstanding the foregoing, the undersigned and its Permitted Persons shall be permitted to retain copies of the Information for legal or compliance purposes.

**GENERAL**

7. It is agreed that monetary damages may not be a sufficient remedy for any breach of this Agreement and the undersigned agrees that the Receiver shall be entitled to injunctive relief, specific performance or any other appropriate equitable remedies for any such breach. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to other remedies available at law or in equity to the Receiver. In the event the Receiver brings a successful action to enforce the undersigned's obligations hereunder, the undersigned shall reimburse the Receiver for all costs and expenses, including legal fees, incurred by the Receiver in that regard.
8. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be either hand delivered or sent by courier, pre-paid registered mail or facsimile transmission to the following addresses:

(i) in the case of the Receiver, as follows:

MNP Ltd.  
 111 Richmond Street West, Suite 300 Toronto, Ontario M5H 2G4  
 Attention: Sheldon Title  
 Telephone: (416) 263-6945  
 Facsimile: (416) 323-5240  
 Email: [Sheldon.title@mnp.ca](mailto:Sheldon.title@mnp.ca)

(ii) in the case of the undersigned, as follows:

\_\_\_\_\_  
 (Name – Company or First and Last)

\_\_\_\_\_  
 (Street/RR/PO Box No., Suite/Unit No.)

\_\_\_\_\_  
 (City/Town) (Province)

\_\_\_\_\_  
 (Postal Code)

Attention: \_\_\_\_\_

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

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

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

Any notice personally delivered or by facsimile transmission shall be deemed to have been received on the date of delivery. Any notice sent via pre-paid registered mail shall be deemed to have been received on the fourth business day following mailing. Any notice sent via courier shall be deemed to have been received on the following business day after actual receipt thereof by the recipient. Either of the Receiver or the undersigned may change its address for service of notice or the person to whom such notice shall be directed

from time to time by notice given in accordance with the foregoing.

9. The undersigned agrees that it shall not and may not assign this Agreement or any of its rights hereunder, either in whole or in part.
10. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (and, if applicable, the federal laws of Canada) and each of the Receiver, Pulse and the undersigned hereby irrevocably attorn to the jurisdiction of the courts of the province of Ontario.
11. The undersigned acknowledges and confirms that any costs incurred by any inspector, engineer, contractor or other consultant or agent engaged by it to review any of the Information or the Property are solely the undersigned's obligation and responsibility.
12. The undersigned acknowledges and agrees that it has had the opportunity to obtain independent legal advice as to the terms and conditions of this Agreement and has either received same or expressly waived its right to do so.
13. This Agreement shall enure to the benefit of the Receiver and any purchaser of the Property, and their respective representatives and assigns, and shall be binding upon the undersigned and its heirs, executors, administrators, legal personal representatives, successors and permitted assigns.
14. This Agreement constitutes the entire agreement between the undersigned and the Receiver with respect to the subject matter hereof and supersedes all prior agreements and or discussions relating to the subject matter hereof. This Agreement may only be amended by further written agreement between the parties.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned has executed this Agreement and hereby agrees to all of the covenants and undertakings contemplated herein.

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_ 2021

<p>_____          (Signature of Person – Individual)          Name:</p>	OR	<p>_____          (Name of Corporation)          Per:</p>
<p>_____          (Signature of Witness – Individual)          Name:</p>		<p>_____          (Signature of Authorized Signing Officer)          Name:          Title</p> <p>I have the authority to bind the corporation</p>

# Appendix "C"

## SHARE PURCHASE AGREEMENT

**THIS AGREEMENT** is made as of April 28, 2022 (the “**Agreement**”).

**BETWEEN:**

**MNP LTD.**, in its capacity as the court-appointed receiver and receiver and manager of a trust to be established (the “**Trust**”), Family Pharmacy Clinic Inc. and Pulse RX Inc., and not in its personal or corporate capacity

(the “**Vendor**”)

-and-

**SRX HEALTH SOLUTIONS INC.** a corporation governed by the laws of the Province of Ontario

(the “**Purchaser**”)

**WHEREAS:**

- A. Family Pharmacy Clinic Inc. (“**Family Pharmacy**”) was the registered and beneficial owner of 100 common shares of Pulse RX Inc. (“**Pulse**”), being all of the issued and outstanding shares of Pulse (the “**Purchased Shares**”).
- B. On June 10, 2021, pursuant to an order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), the Vendor was appointed as receiver and receiver and manager without security, of all of the assets, undertakings and properties (collectively, the “**Property**”) of Pulse and Family Pharmacy (together, the “**Company**”) acquired for, or used in relation to the business carried on by the Company, including the Purchased Shares (the “**Receivership Proceedings**”).
- C. Pursuant to the Appointment Order, the Vendor was authorized to market any or all of the Property, including advertising or soliciting offers in respect of any and all the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Vendor, in its discretion, may deem appropriate.
- D. In connection with the sale and investment solicitation process commenced by the Vendor, the Vendor will need to implement, subject to approval and an Order by the Court, a series of transactions in order to facilitate a sale of the Purchased Shares (the “**Transaction Order**”). The Transaction Order, *inter alia*, shall authorize the creation of the Trust, add the Trust as a Respondent in the Receivership Proceedings, vest out all of the liabilities, assets, if any, and encumbrances of Pulse in and to Family Pharmacy and transfer the Purchased Shares in and to the Trust, such that that the Trust will be the sole registered and

beneficial owner of the Purchased Shares, and confirm that the Purchased Shares are the only issued and outstanding shares in the capital of Pulse.

- E. Following the issuance of the Transaction Order and upon and subject to the terms and conditions set forth herein, the Vendor desires to sell to the Purchaser the Purchased Shares and the Purchaser desires to purchase from the Vendor the Purchased Shares.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale.**

- (a) On the basis of the representations and agreements herein contained, and subject to the terms and conditions set forth herein, the Vendor hereby sells, assigns and transfers to the Purchaser, and the Purchaser hereby purchases from the Vendor, the Purchased Shares, free and clear of all assets, if any, of Pulse, Liabilities and Encumbrances (each as defined below) whatsoever (the “**Transaction**”).
- (b) The purchase price for the Purchased Shares shall be [REDACTED] (the “**Purchase Price**”), being the fair market value of the Purchased Shares. The Purchase Price shall be satisfied by the Purchaser on the Closing Date in immediately available funds as directed by the Vendor.
- (c) The completion of the sale to and purchase by the Purchaser of the Purchased Shares (“**Closing**”) shall take place via electronic exchange of documents and signatures at (i) 10:00 a.m. (Eastern Time), on the second (2<sup>nd</sup>) business day after the satisfaction (or, if permissible, waiver in writing by the applicable party) of the conditions set forth in Section 5 and Section 6 (not including conditions which are to be satisfied by the delivery of documents or taking of any other action at the Closing by any party, but subject to the satisfaction or waiver of such conditions at such time); or (ii) another time, date or place that is agreed to in writing by the parties (the “**Closing Date**”).

2. **Deposit**

Within two business days after the execution of this Agreement, the Purchaser shall pay a deposit in the amount of [REDACTED] (the “**Deposit**”) to or as directed by the Vendor. The Deposit shall be held, pending Closing, by the Vendor in a non-interest-bearing trust account at one of the five (5) largest Schedule I Canadian chartered banks. The Deposit shall be dealt with in the following manner:

- (a) if the Transaction is completed, the Deposit will be applied against and offset the Purchase Price payable by the Purchaser to the Vendor on the Closing Date;
- (b) if the Transaction is not completed due to: (i) the failure of the Vendor to complete any of its obligations as set out in the Agreement; (ii) if any of the conditions for the benefit of the Purchaser as set out in this Agreement have not been met and are

not waived by the Outside Date, or (iii) if this Agreement is terminated under Section 7 provided that the Purchaser is not in material breach of its obligations under this Agreement, then the Deposit will be released from trust and returned to the Purchaser via wire transfer on the earlier of the Outside Date and the date of the termination of the Agreement; or

- (c) if the Transaction is not completed for any reason other than as set out in Subsection 2(b), then the Deposit will be released from trust and forfeited and paid to the Vendor, or as the Vendor may otherwise direct, as liquidated damages. The Vendor retains its right to claim any additional damages and/or pursue all other available remedies arising from the Transaction not being completed for such reason.

### 3. **Representations and Warranties.**

- (a) The Vendor represents and warrants to the Purchaser that:
  - (i) the Vendor is a corporation duly organized, validly existing and in good standing under the laws of the Province of Ontario;
  - (ii) this Agreement, and each of the other agreements, documents and instruments to be executed by the Vendor on or before Closing, have been or will be duly executed and delivered by the Vendor and, subject to obtaining the Transaction Order and Approval and Vesting Order, will constitute valid and binding obligations of the Vendor, enforceable against the Vendor in accordance with their terms;
  - (iii) pursuant to the Appointment Order and subject to the granting of the Transaction Order and an Order approving the sale of the Purchased Shares to the Purchaser free and clear of all Liabilities and Encumbrances (the “**Approval and Vesting Order**”), the Vendor has all necessary power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
  - (iv) the Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*; and
  - (v) except pursuant to the Receivership Proceedings, there are no claims, injunctions, investigations or other proceedings, including appeals and applications for review, in progress or, to the knowledge of Vendor, pending or threatened against or relating to Pulse or Family Pharmacy, which would prevent the Vendor from fulfilling any of its obligations set out in this Agreement or arising from this Agreement.
- (b) The Purchaser represents and warrants to the Vendor that:
  - (i) the Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the Province of Ontario;

- (ii) this Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms;
  - (iii) the Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement and completion of the transactions contemplated herein and the entering into of this Agreement in completion of the transactions contemplated herein will not breach its constitutional documents, any agreement binding on the Purchaser, or applicable laws relating to the Purchaser;
  - (iv) the Purchaser has had an opportunity to conduct any and all due diligence regarding the Purchased Shares prior to entering into this Agreement;
  - (v) the Purchaser has conducted its own investigations and inspections of the Purchased Shares and that the Purchaser is responsible for conducting its own investigations of all matters and things connected with or in any way related to the Purchased Shares, that the Purchaser has relied upon its own investigations and inspections in entering into this Agreement, that the Purchaser is purchasing the Purchased Shares on an "as is, where is" basis as at the Closing Date, and that the Purchaser hereby acknowledges that the Vendor has made no representations, warranties, statements or promises with respect to the Purchased Shares, save and except as are contained herein; and
  - (vi) the Purchaser has available sufficient funding to enable the Purchaser to consummate the purchase of the Purchased Shares on the terms set forth herein and otherwise to perform all of the Purchaser's obligations under this Agreement.
- (c) The representations and warranties of each party set forth above shall survive the completion of the sale and purchase of the Purchased Shares herein provided for and, notwithstanding such completion, shall continue in full force and effect indefinitely for the benefit of the other party.

#### 4. **Taxes.**

The Purchaser does not assume and shall not be liable for any income taxes or any other taxes whatsoever which may be imposed on the Vendor including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by the Vendor to the Purchaser of the Purchased Shares herein contemplated, and the Vendor shall indemnify and save harmless the Purchaser from and against all such taxes. Notwithstanding the foregoing, the Vendor shall be entitled to deduct and withhold from any payments to the Purchaser any taxes imposed on the Purchaser as required by law and shall not be required to make payment to the Purchaser for such withheld taxes.

## 5. Purchaser's Conditions Precedent.

The obligation of the Purchaser to complete the purchase of the Purchased Shares under this Agreement shall be subject to the satisfaction of, or compliance with, on or before the Closing Date, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):

- (a) all of the representations and warranties of the Vendor made in or pursuant to this Agreement shall be true and correct in all material respects on the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations or warranties may be effected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement), and the Purchaser shall have received a certificate from a senior officer of the Vendor confirming to his or her knowledge (after due inquiry), without personal liability, such truth and correctness of such representations and warranties;
- (b) the Vendor shall have performed or complied with, in all material respects, all its obligations, covenants and agreements under this Agreement and the Purchaser shall have received a certificate from a senior officer of the Vendor confirming to his or her knowledge (after due inquiry), without personal liability such performance or compliance, as the case may be;
- (c) the Purchaser shall have received copies of all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all corporate proceedings in connection with such transactions in compliance with these conditions;
- (d) each of the deliveries required to be made to the Purchaser pursuant to Section 8 shall have been so delivered;
- (e) there shall be no order issued preventing, and no pending claim or judicial or administrative proceeding, or investigation against any party by any governmental authority known to the parties, for the purpose of enjoining or preventing the consummation of the transactions contemplated in this Agreement;
- (f) Pulse shall be a validly subsisting corporation in good standing under the laws of the *Business Corporations Act* (Ontario) incorporated on January 27, 1936 and shall not have completed with any person, other than the transactions contemplated herein including under the Transaction Order, any merger, amalgamation, plan of arrangement, consolidation, share exchange, business combination, dissolution, winding up or other similar transaction during the Interim Period;
- (g) the Appointment Order shall not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom) and no motion to stay, suspend the operation of, set aside or vary such order shall have been served or threatened;

- (h) the Vendor shall have obtained the Transaction Order, in form and substance satisfactory to the Purchaser, approving the Transaction and all matters ancillary thereto, as contemplated by and in the manner provided for in this Agreement, and at Closing, the Transaction Order shall not have been stayed, suspended, set aside, varied or appealed and no motion to stay, suspend the operation of, set aside or vary such order shall have been served or threatened; and
- (i) the Vendor shall have obtained the Approval and Vesting Order, in form and substance satisfactory to the Purchaser, transferring the Purchased Shares to the Purchaser free and clear of, *inter alia*, all assets of Pulse, if any, all claims, liabilities, debts, obligations, expenses, costs, damages, judgements, debts, indebtedness, past, present and future, (whether contractual, statutory, or otherwise), of any kind or nature whatsoever (whether direct, or indirect known, unknown, absolute or contingent, accrued, or unaccrued, liquidated or unliquidated, matured, or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise (collectively the “**Liabilities**”) and all security interests, liens, charges, pledges, encumbrances, mortgages, servitudes, easements or title retention agreements of any nature or kind (collectively, the “**Encumbrances**”), and, at Closing, the Approval and Vesting Order shall not have been stayed, suspended, set aside, varied or appealed and no motion to stay, suspend the operation of, set aside or vary such order shall have been served or threatened.

#### 6. Vendor’s Conditions Precedent.

The obligation of the Vendor to complete the purchase of the Purchased Shares under this Agreement shall be subject to the satisfaction of, or compliance with, on or before the Closing Date, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by it in whole or in part):

- (a) all of the representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and correct in all material respects on the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations or warranties may be effected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement), and the Vendor shall have received a certificate from a senior officer of the Purchaser confirming to his or her knowledge (after due inquiry), without personal liability such truth and correctness of such representations and warranties;
- (b) the Purchaser shall have performed or complied with, in all material respects, all its obligations, covenants and agreements under this Agreement and the Vendor shall have received a certificate from a senior officer of the Purchaser confirming to his or her knowledge (after due inquiry), without personal liability, such performance or compliance, as the case may be;
- (c) the Vendor shall have received copies of all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all corporate

proceedings in connection with such transactions in compliance with these conditions;

- (d) the Appointment Order shall not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom) and no motion to stay, suspend the operation of, set aside or vary such order shall have been served or threatened;
- (e) the Vendor shall have obtained the Transaction Order and at Closing, the Transaction Order shall not have been stayed, suspended, set aside, varied or appealed and no motion to stay, suspend the operation of, set aside or vary such order shall have been served or threatened; and
- (f) the Vendor shall have obtained the Approval and Vesting Order transferring the Purchased Shares to the Purchaser free and clear of all liabilities and, at Closing, the Approval and Vesting Order shall not have been stayed, suspended, set aside, varied or appealed and no motion to stay, suspend the operation of, set aside or vary such order shall have been served or threatened.

## 7. Termination.

This Agreement may be terminated, by written notice given prior to the Closing Date:

- (a) by the Vendor or the Purchaser if a material breach of any representation, condition, obligation or other provision of this Agreement has been committed by the other party and such breach has not been waived or cured within five days following the date on which the non-breaching party notifies the other party of such breach;
- (b) by the Purchaser if a condition in Section 5 of this Agreement becomes impossible to satisfy prior to June 1, 2022, or such later date as the parties may jointly determine (the “**Outside Date**”) (other than through the failure of the Purchaser to comply in all material respects with its obligations under this Agreement) and the Purchaser has not waived such condition;
- (c) by the Vendor if a condition in Section 6 of this Agreement becomes impossible to satisfy prior to the Outside Date (other than through the failure of the Vendor to comply with its obligations under this Agreement) and the Vendor has not waived such condition; or
- (d) by written agreement of the Purchaser and the Vendor.

If this Agreement is terminated pursuant to this section, all further obligations of the parties hereto under this Agreement will cease immediately; and the parties will have no further obligations to each other (except for its obligations and agreements pursuant to the release of the Deposit). Notwithstanding the foregoing, nothing herein shall release any party from any obligation in respect of a breach of this Agreement prior to the date of termination of this Agreement pursuant to this section.

## 8. Vendor's Closing Deliveries.

On or before the Closing Date, the Vendor will deliver or cause to be delivered to the Purchaser the following:

- (a) a certificate executed by the Vendor confirming that the representations and warranties of the Vendor in this Agreement are true and correct in all material respects as of the Closing Date and that the obligations, agreements and covenants of the Vendor to be performed prior to the Closing Date have been performed or complied with in all material respects;
- (b) a stock transfer form of the Purchased Shares duly signed by the Vendor, on behalf of the Trust, in favour of the Purchaser;
- (c) if available, the original share certificate(s) in respect of the Purchased Shares, together with a power of attorney executed by the Vendor transferring the Purchased Shares to the Purchaser;
- (d) a copy of the issued and entered Approval and Vesting Order and the Transaction Order;
- (e) to the extent in the possession or control of the Vendor, the minute books of Pulse; and
- (f) such other documents or instruments as contemplated or required to be delivered by the Vendor pursuant to this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably.

## 9. Purchaser's Closing Deliveries.

On or before the Closing Date, the Purchaser will:

- (a) pay the Purchase Price to the Vendor less the amount of the Deposit;
- (b) deliver to the Vendor a certificate executed by a senior officer of the Purchaser confirming that the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as of the Closing Date and that the obligations of the Purchaser to be performed prior to the Closing Date have been performed in all material respects; and
- (c) deliver such other documents or instruments as contemplated or required to be delivered by the Vendor pursuant to this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably.

## 10. Delivery of Receiver's Certificate

When the Vendor is satisfied that all conditions hereunder have been satisfied or waived, and all documents to be delivered under the terms hereof have been delivered at or before the Closing

Date, the Vendor will deliver an executed copy of a certificate signed by the Vendor to the Purchaser's counsel in escrow upon the sole condition of receipt by the Vendor of the Purchase Price (the "**Receiver's Certificate**"). The Purchase Price less the amount of the Deposit will then be paid by the Purchaser to the Vendor by wire transfer of immediately available funds. Following written confirmation of receipt by the Vendor of such funds (or such person directed by the Vendor to receive such funds), the Receiver's Certificate will be released from escrow. Upon such delivery, Closing will be deemed to have occurred on the Closing Date. The Vendor will file a copy of the Receiver's Certificate with the Court on the next business day following the Closing Date and provide evidence of such filing to the Purchaser.

#### 11. **Covenants.**

- (a) During the period from the date that this Agreement is entered into by the parties to the Closing (the "**Interim Period**"), except as contemplated or permitted by this Agreement (including the Approval and Vesting Order and the Transaction): (i) the Vendor shall not take steps to operate Pulse's business differently than the manner it was conducted on the date of this Agreement, it being acknowledged by the Purchaser that Pulse is not currently actively maintaining its business, (ii) the Vendor shall not, without the prior written approval of the Purchaser, sell or transfer any assets of Pulse or cause Pulse to incur any Liabilities or Encumbrances whatsoever, and (iii) the Vendor shall not enter into any transaction involving the business of Pulse or the Purchased Shares, without, in each case, the express prior written approval of the Purchaser.
- (b) During the Interim Period, the Vendor shall not, nor shall it permit any representative of the Vendor, to, directly or indirectly, solicit, enter into negotiations or hold any discussions with, or enter into any agreement with, any person regarding a possible merger, amalgamation, sale or other disposition of all or any part of Pulse or the Purchased Shares. Notwithstanding the foregoing, if the Vendor receives an unsolicited bona fide written proposal (a "**Proposal**") to acquire all of the Purchased Shares from any arm's length third party which provides for a greater purchase price than the Purchase Price provided hereunder and did not result from a breach of the Vendor's obligations hereunder, then the Vendor may engage in discussions with such party and present the Proposal to the Court for guidance. Upon receipt of the Proposal, the Vendor shall immediately notify the Purchaser in writing and provide a copy of the Proposal to the Purchaser.
- (c) During the Interim Period, the Vendor shall provide the Purchaser and its directors, officers, employees, representatives and agents with reasonable access during normal business hours to books and records of Pulse in the Vendor's possession.
- (d) Subject to the other provisions of this Agreement, the parties shall use commercially reasonable efforts to take, or cause to be taken, all appropriate actions, to do, or cause to be done, and assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Transaction.

- (e) During the Interim Period, the Vendor shall promptly notify Purchaser in writing of: (a) the occurrence of any event that would prevent the satisfaction of Section 5(f) at Closing; (b) any notice from any person alleging that the consent of such person is or may be required in connection with the Transaction; (c) any notice or other communication from or to any governmental authority in connection with the Transaction; and (d) any proceedings commenced or, to the knowledge of the Vendor, threatened against, or relating to or involving or otherwise affecting any Pulse or Family Pharmacy or that relate to the consummation of the Transaction or any material developments relating to any such proceedings.

12. **Miscellaneous.**

- (a) Time is of the essence in this Agreement.
- (b) Each party shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- (c) Each of the parties hereto shall pay its own fees and expenses (including the fees of any legal advisors, financial advisors, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.
- (d) Each of the parties hereto represents and warrants to the other party that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on the other.
- (e) No waiver of any condition or other provisions, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- (f) Headings of sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (g) This Agreement becomes effective when executed by the Vendor and the Purchaser. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. This Agreement and the rights created hereunder may not be assigned or otherwise transferred by either party without the prior written consent of the other party.
- (h) Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

- (i) All references to money amounts are to lawful currency of Canada.
- (j) Any notice or other communication under this Agreement shall be in writing and may be delivered personally, by courier or by email, addressed:

If to the Purchaser at:           **SRX HEALTH SOLUTIONS INC.**  
 122 Edenbridge Drive  
 Etobicoke, ON M9A 3G4

Attention:     Adesh Vora  
 E-mail:        adesh.vora@srxhealth.ca

with a copy to:                   **Borden Ladner Gervais LLP**  
 22 Adelaide Street West  
 Toronto, ON M5H 4E3

Attention:     Andrew Powers  
 E-mail:        apowers@blg.com

If to the Vendor at:           **MNP Ltd**  
 111 Richmond Street West, Suite 300  
 Toronto, ON M5H 2G4

Attention:     Sheldon Title  
 E-mail:        sheldon.title@mnp.ca

with a copy to:                   **Weisz Fell Kour LLP**  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON M5J 2J3

Attention:     Caitlin Fell  
 E-mail:        cfell@wfkllaw.ca

- (k) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- (l) This Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

- (m) This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.
- (n) No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, is binding unless executed in writing by the party to be bound thereby.

***[Signature Page Follows]***

The parties have executed this Agreement as of the date first written above.

**MNP LTD, in its capacity as the court appointed receiver of the TRUST, PULSE RX, and FAMILY PHARMACY CLINIC INC. and not in its personal or corporate capacity**

By:   
Name: SHADON TITEL  
Title: SENIOR VICE PRESIDENT

**SRX HEALTH SOLUTIONS INC.**

By:   
Name: Adesh Vora  
Title: President

## Appendix “D”

**In The Matter Of The Receiverships Of  
Pulse RX Inc. And Family Pharmacy Clinic Inc.**

**Interim Statement Of Receipts And Disbursements  
As At April 30, 2022**

**Receipts**

Collections From Sales	\$	805,515.86
Sale of Business Assets (Contracts, goodwill, inventory):		
Sale of contracts	\$	495,000.00
sale of inventory	\$	59,421.00
Miscellaneous refunds	\$	2,247.35
HST Refunds	\$	150,246.23
HST collected thereon	\$	64,395.50
	\$	771,310.08

**Total Receipts****1,576,825.94****Disbursements**

Inventory Purchases	423,647.06
Receiver's fees	368,077.89
Wages	190,094.62
Management Services	84,202.03
HST Remitted	55,014.54
Receiver's legal fees	94,312.62
Rent For Premises	40,942.57
HST Paid on Disbursements	100,789.41
Break fee	34,424.00
Other Operating Expenses	21,467.19
Utilities	18,331.72
Insurance	3,688.00
Advertising	3,450.00
Storage	2,473.63
Inventory Verification Costs	1,050.00
Provincial Sales Tax	295.04
Bank Charges	290.46
Filing Fees	145.94
Travel	107.10

**Total Disbursements****1,442,803.82****Net****\$ 134,022.12****Less: Source deductions**

42,512.96

**Excess of Receipts over Disbursements****\$ 91,509.16**

# Appendix "E"

Court File No. CV-21-00661434-00CL

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

B E T W E E N:

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES**

Applicant

- and -

**PULSE RX INC. and FAMILY PHARMACY CLINIC INC.**

Respondents

**AFFIDAVIT OF SHELDON TITLE  
(Sworn May 17, 2022)**

I, Sheldon Title, of the City of Richmond Hill, in the Province of Ontario,

**MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Senior Vice President and a Licensed Insolvency Trustee with MNP Ltd. the Court-appointed Receiver (the “**Receiver**”) of Pulse Rx Inc. and Family Pharmacy Clinic Inc. (collectively, the “**Companies**”) and as such have knowledge of the matters deposed to herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.

2. The Receiver was appointed, without security, of the assets, property and undertaking of the Companies by Order of the Court dated June 10, 2021 (the “**Appointment Order**”).
3. The Receiver has prepared two Statements of Account in connection with its appointment as Receiver detailing its services rendered and disbursements incurred for the period June 7, 2021 to April 30, 2022, summarized below:

Date	Invoice #	Hours	Fees (\$)	Disbursements (\$)	HST (\$)	Total (\$)
Mar 31/22	10275302	960.80	366,000.00	2,077.89	47,850.13	415,928.12
May 11/22	10416120	47.8	24,230.50	321.00	3,191.70	27,743.20
<b>Total</b>		<b>1008.6</b>	<b>390,230.50</b>	<b>2,398.89</b>	<b>51,041.83</b>	<b>443,671.32</b>

Attached hereto and marked as Exhibit “A” to this my Affidavit are the two Statements of Account.

4. The average hourly rate (before taxes) in respect of the account is \$386.90.
5. I hereby confirm that the information detailed herein and attached accurately reflects the services provided by the Receiver in these proceedings and the fees and disbursements claimed by it.

6. This affidavit is sworn in support of a motion to, *inter alia*, approve the costs of administration, and taxation of the Receiver's accounts and for no other or improper purpose.

SWORN before me via videoconference )  
from the City of Richmond Hill, in the )  
Regional Municipality of York to the Town )  
of Erin, in Wellington County )  
this 17<sup>th</sup> day of May, 2022 )

  
\_\_\_\_\_  
A Commissioner, etc.

  
\_\_\_\_\_  
SHELDON TITLE

Matthew Eric Lam, a Commissioner, etc.,  
Province of Ontario, for MNP Ltd. and MNP LLP.  
Expires February 21, 2023.

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me via videoconference

This 17th day of May 2022



Commissioner for taking Affidavits, etc.



# Invoice

Invoice Number : 10275302

Client Number : 0906130

Invoice Date : Mar 31 2022

Invoice Terms : Due Upon Receipt

PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.  
3-111 Zenway Blvd  
Woobridge, ON L4H 3H9

## For Professional Services Rendered :

For Services related to the Receivership of Pulse RX Inc.and Family Pharmacy Clinic Inc. for the period between June 07, 2021 and February 28, 2022.	386,057.70
Office Supplies for Pulse RX Inc.(Printer cartridge, Paper and Ribbon)	1,053.89
Locksmith	275.00
Firmex Virtual Data Room	749.00
Less: Voluntary Discount	-20,057.70
Sub Total :	368,077.89
Harmonized Sales Tax :	47,850.13
<b>Total (CAD) :</b>	<b>415,928.02</b>

HST Registration Number : 103697215 RT 0001

**Invoices are due and payable upon receipt.**

Thank you for your business. We sincerely appreciate your trust in us.

**Licensed Insolvency Trustees**  
**111 RICHMOND STREET WEST, SUITE 300;**  
**TORONTO ON; M5H 2G4**  
**P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca**

**Detailed Time Charges up to February 28, 2022**

Date	Professional	Hours	Detailed Time Descriptions
07-Jun-2021	Akhil Kapoor	1.00	Discussion with S. Title re new file and reviewing the available information (to be continued)
09-Jun-2021	Akhil Kapoor	1.50	1) Review of application record to understand the file in detail2) Preparing a plan for tomorrow's receivership order incl. action items and sharing with S. Title for discussion3) Discussion with Chahna re receivership and way forward on this file
09-Jun-2021	Sheldon Title	.30	email to/from Kapoor on planning of engagement, emails from Christopher C on status;
10-Jun-2021	Akhil Kapoor	4.60	1) Visiting Pulse office and discussions with Martin (CEO) and Thelma (Pharmacist) re understanding operations, customer contracts, vendors.2) Arranging for changing locks for the doors3) Discussion with WIS re inventory count to be scheduled next week 4) Sharing the list of critical data items with Martin
10-Jun-2021	Akhil Kapoor	1.20	Review of draft receivership order and affidavits for the purpose of commencing receivership of the Pharmacy today pursuant to the proposed Court Order
10-Jun-2021	Fatemah Khalfan	1.00	Created new web page; posted 3 documents to newly created website
10-Jun-2021	Sheldon Title	6.00	planning considerations for receivership, emails with Fell; attendance at hearing and emails afterward to obtain Martin's contact info; call to Kapoor; attendance at Pulse, meeting with Kasmirek and taking possession; calls with Ben Wyatt afterwards, call with Fell; CAF to Bazian, emails to staff to set up case website; texts to Jim Chagnon on potential candidates for stalking horse bidder
11-Jun-2021	Akhil Kapoor	4.00	1) Discussion with Martin Kasmirek re pending data items, payroll, payables list, equipment on lease, fixed assets, preparation of cash flow projections, arrangements with LPG and other supplier, power, heat, internet invoices among others. Also discussion about future plan of action, To dos among others2) Discussion with Sarsam re broad heads of incomes and expenses re cash flow perspective3) Discussion with WIS re charges for inventory count, scope of work and finalization them for Monday morning at 10am. Coordinating with Thelma Sarsam to ensure the operations, packaging is not impacted. Informing S. Title about it. Requesting WIS to share agreement4) Email comm with S. Title re data received and current status5) Glancing through the inventory list and other docs received so far6) Discussion with Martin and Thelma re 24 hr on call support as required by the customer agreements
11-Jun-2021	Akhil Kapoor	2.30	1) Preparing the letter to be sent to the bank (TD) for account freeze and other instructions and attaching court order with the same. Coordinating with Chahna for registered mail2) Scheduling WIS visit at Pulse office around noon on Friday3) Discussion with S. Title re insurance requirements 4) Coordinating with Chahna re TD mail, scanning customer contracts and cheque deposits 5) Coordinating WIS and Thelma Sarsam for their visit for inventory inspection 6) Discussion with S. Title re payroll and other payments due today or early next week 7)
11-Jun-2021	Chahna Nathwani	1.50	Mail scheduling, Preparation of New account set up request form, TD on call for account freezing, Sales Agreement scanning and sending
11-Jun-2021	Fatemah Khalfan	.40	Received 3 cheques; entered into Log
11-Jun-2021	Fatemah Khalfan	.20	Emails exchanged with S. Title about letter to TD to freeze bank accounts; passed on message to C. Nathwani
11-Jun-2021	Sheldon Title	2.40	emails to Corne, call with Bill Van Den En on LPG orders; emails with Thelma Sarsam on LPG and payroll; calls to Jaswant Ontario College of Pharmacists; email to Jaswant to advise of appt; calls with TD on freezing of account; call to Sarah Reyes re: TD's refusal to freeze account; calls with Nathwani; text messages to Chagnon; review of contracts; forward contracts to Fell; emails to/from Fell on strategy/contracts; email to insurer to request we be added as loss payee

14-Jun-2021	Akhil Kapoor	5.00	1) Discussion with WIS to set up the inventory count exercise on Monday morning @10am. Review of agreement, making necessary changes and arranging S. Title's signatures2) Follow up with Internet service provider (K2), Alectra and Enbridge re informing them and providing details via email3) Discussion with Thelma re required data items and payroll dues after receiving the payroll outstanding sheet received from Martin4) Detailed discussion with WIS after receiving their report as it did not incl. required details and scheduling a call for Tuesday morning5) Discussion with Martin re his payroll T&C and period for which payroll is outstanding and related matters6) Discussion with S. Title re status of information and file and next steps
14-Jun-2021	Matthew Lem	.10	Review and adjust direction letter; forward to TD;
14-Jun-2021	Sheldon Title	1.00	email to/from Max at LPG; email from Mary Mole at TD and to Sarah Reyes at TD; call with Fell on need for meeting; Teams exchange with Erik in CF on value of contracts; review and signing of Western Inventory agreement
15-Jun-2021	Akhil Kapoor	3.50	1) Email comm with TD RM and Branch Manager re next steps to take control over Pulse bank accounts, requesting for bank statements among others2) Detailed call with Thelma Sarsam and WIS re gaps in inventory count, report preparation, stock take, how to reconcile with company records among others3) Discussion with S. Title re action items, support available from Kusmirek and Sarsam, invoice generation mechanism for LPG, access to Co bank accounts, opening of new accounts among others4) Discussion with Sarsam re business operations, data pending from Martin, key inputs for Cash flows, Thelma DDF among others5) Email comm re payments to be made- WIS, payroll, LPG, internet among others6) Repeated follow up with Kusmirek for the data
15-Jun-2021	Sheldon Title	1.00	call with Fell; email to Maximo De la Cruz to make arrangements for payment of supplies post appt (and not flat \$20K payment against future goods); email to Sarah Reyes on reluctance on TD's part to unlock freeze on accts and permit transfers; follow up email to insurer; request to Martin Kusmirek for easyline access
16-Jun-2021	Akhil Kapoor	4.50	1) Multiple emails and calls with Thelma re setting controls for inventory orders, ordering quantities, client invoices, timing of receipts and payments, inventory reports, payroll, her payment (overdue) other expenses and other issues2) Detailed email and call with Key 2 (internet) in order to restore the services and discussion with Thelma and S. Title about it3) Discussion with S. Title re status of information, issues with Martin, payroll and inventory status, s 245 report among others4) Reviewing orders on LPG website and understanding the same5) Discussion with WIS re their billing information6) Discussion with S. Title re disconnected internet connection and steps to reactive it7) Discussion re revised pay stubs for Thelma obtained from Martin8) Email comm with S. Title re items reqd from Martin, s 245 report among all the other items9)
16-Jun-2021	Sheldon Title	1.70	call with Ben Wyatt to update; coordinate meetings; calls/texts with Kusmirek on bank/internet; call to Key2; emails with Kapoor/Max DelaCruz on various; email to Key2 to reactivate service; review of activity in Pulse Rx account; email to Martin K requesting list of creditors for 245 report
17-Jun-2021	Akhil Kapoor	1.50	1) Discussion with S. Title re current status, receiver certificate, payment to Thelma Sarsam and WIS among others2) Call with Alectra re set up of new accounts for Pulse and discussion regarding that3) Call with Thelma re orders to be placed today4) Email comm re Markesan's email and Key 2 email5)
17-Jun-2021	Fatemah Khalfan	.30	Emails exchanged about bank account
17-Jun-2021	Fatemah Khalfan	1.20	Created new file in Ascend Interview; emails exchanged with partners over this; transferred file to Ascend; set up bank account
17-Jun-2021	Matthew Lem	.60	Discussion with S. Title re funds held at TD; discussions and correspondence with J. Swan of TD re release of funds; call to A. Kellner of TD re request assistance.
17-Jun-2021	Sheldon Title	1.90	call to TD, email to TD on transferring funds required to operate bank account; calls with Tashara and David Thring of MacMillan and Caitlin Fell followed by call with call with Christopher Caruana and Fell; subsequent exchange with Caruana on minute books; email from Parsons to Key2 and comment on same

18-Jun-2021	Akhil Kapoor	2.20	1) Email comm with WIS re their payment and sharing the cheque prepared 2) Multiple emails, calls and discussion re Key 2 account and sharing of the letter by Legal counsel3) Multiple emails and calls re bank account activation and facilitating payments for payroll, WIS and LPG (to be continued) 4) Discussion with Sarsam re today's orders, inventory report, delivery guy payment, her payment among others5) Discussion with Matt re wire transfer for payments
18-Jun-2021	Akhil Kapoor	.50	1) Email comm with S. Title and legal counsel re response to Key22) Review of AP and AR sheet shared by Martin3) Discussion with S. Title re 245 report preparation4) Discussion with S. Title and advising Chahna to prepare creditor matrix in excel5)
18-Jun-2021	Chahna Nathwani	.50	Preparation of creditor list for A. Kapoor
18-Jun-2021	Chahna Nathwani	2.00	1) Preparation of Cheque requisitions- L.P.G. Pharmaceutical Advisors; 10 invoices, 3 Paystubs and Inventory service WIS, 2) Wire transfer, 3) Postings into Ascend 4) Sending it to Accounting for Processing
18-Jun-2021	Fatemah Khalfan	.40	Emails concerning a wire transfer
18-Jun-2021	Matthew Lem	.60	Discussion with A. Kelner of TD; email to TD re request for release of funds; follow-up email to J. Barth of TD; attend to wire authorizations ad coordination of payments;
18-Jun-2021	Sheldon Title	1.00	email to McKesson re: continuing operations; email from Akhil/to Fell/Parsons on internet service suspension; preparation of s.245/246, emails with Fell on NDA/non-solicitation from Sal and to her emails with McMillans related to same; processing of payments to employees, Western Inventory; LPG
19-Jun-2021	Sheldon Title	.70	review of creditors listing, banking activity, emails to Corne, McMillans to acquire indebtedness to its clients, email to Kapoor/Chahna,
21-Jun-2021	Akhil Kapoor	2.80	1) Discussion re finalization of report, incl. revised AR amount, AP amount, follow up with Martin for information2) Finalization of report after doing some changes and coordinating with Chahna and Fatemah re mailing the report to creditors, uploading on website and faxing it to OSB3) Multiple emails and discussion with Thelma re McKesson account payment, operations, employee cheques among others4) Discussion with S. Title re report update, Martin information pending among others 5) Discussion with Matt and Thelma re cheque payments and courier (multiple parties) 6) Discussion with Chahna re preparation of letter to be sent to Enbridge and related discussions incl. providing the latest docs to her 7) Multiple emails with Thelma re certain issues re operations 8) Calling McKesson to discuss the account status and leaving a voice mail 9) Multiple emails with S. Title re report, McKesson, wages due to driver, WEPP issues among others
21-Jun-2021	Akhil Kapoor	.70	1) Discussion re Receiver report, AP, AR list.2) Sharing revised report with Chahna for consideration3) Discussion re Sales Process, data requirements from Martin, letters to LL and utilities4) Email comm with Thelma re her cheque payments
21-Jun-2021	Chahna Nathwani	.20	Cheque Requisition, Enter into Ascend
21-Jun-2021	Chahna Nathwani	1.50	1) Package preparation 2) Printing 3) Preparation of Labels 4) Stamping the Envelopes 5) Mailing out to 25 Creditors
21-Jun-2021	Chahna Nathwani	.60	1) On call with Union Gas- Enbridge for enquiring regards to Receivership Order as per A. Kapoor. 2) Prepared a cover letter along with the package to sent via Fax
21-Jun-2021	Fatemah Khalfan	.70	Emails about urgent processing and couriering of a cheque; forwarded cheque requisition on for urgent processing; arranged for courier
21-Jun-2021	Fatemah Khalfan	.30	Form 87 faxed to OSB; forwarded confirmation on to S. Title, C. Nathwani and A. Kapoor
21-Jun-2021	Fatemah Khalfan	.30	Authorization on a wire transfer (LPG)
21-Jun-2021	Fatemah Khalfan	.50	Faxed Form 87 to OSB and posted it to Sitecore
21-Jun-2021	Fatemah Khalfan	.30	Form 87 posted to website (Sitecore)
21-Jun-2021	Jim Guo	.20	chq run
21-Jun-2021	Jim Guo	.20	chq run
21-Jun-2021	Matthew Lem	.10	wire authorization
21-Jun-2021	Sheldon Title	.50	finalization of s.245/246 report; payment processing, misc. other emails; email from/ to Max re: LPG payment; emails to/from Kapoor on payment to Patricia;

22-Jun-2021	Akhil Kapoor	4.00	1) Review of rent agreement and preparing a letter for S. Title's review. Included information re our appointment, rent terms, future rent payments among others2) Finalization of letters and coordinating with Chahna for couriating the same3) Discussion with Thelma re pending payments for LPG, McKesson and Patricia and evaluating options for driver vs courier delivery. Related discussions with S. Title as well4) Multiple calls with McKesson team re reactivation of account5) Discussion with Bell team re billing information and reviewing the active accounts. Checking with Martin whether all the 4 Bell accounts are active.7) Discussion with OSB re confirmation of filing s.245 report 8) Discussion and Thelma re requirement for invoices/adjudication report and reviewing the report upon receipt9) Discussion with Thelma re Patricia's salary, requirement among other issues10) Reviewing LPG online account
22-Jun-2021	Chahna Nathwani	.50	Preparing Fax and sending it to Union Gas. Later follow-up call with receipt
22-Jun-2021	Chahna Nathwani	.10	Scheduling for registered mail to landlord prepared by AK
22-Jun-2021	Fatemah Khalfan	.50	Received call from Laurie Pirritano at the OSB; she requested a copy of the Order appointing us Receiver; forwarded Order to her; sent email to S. Title and A. Kapoor advising of such
22-Jun-2021	Jim Guo	.20	chq run
22-Jun-2021	Sheldon Title	.80	emails with Bell Mobility, call to Martin, calls with PP;
23-Jun-2021	Akhil Kapoor	3.00	1) Discussion with S. Title re status of file, pending information, adjudication report, controlling the operations among others2) Email comm with Thelma re payroll (incl. Patricia's payroll), orders, McKesson deactivation, today's orders, operational details among others3) Calls and emails with McKesson re activation of account, Court appointment, billing information among others4) Discussions re Sale Process to be started5) Calls with admin re certain payments to be made6) Review of Patricia's previous pay stubs7) Discussion with Chahna re Enbridge account and ensuring we receive the invoices on time8) Discussion re set up of future payrolls9) Understanding courier vs wire transfer charges for this file and understanding the prior requirements for each method for efficient and cost effective management10) Discussion with S. Title re Patricia employment history and role in the company and why using courier for medicine delivery is not advisable
23-Jun-2021	Chahna Nathwani	.50	Follow-up Call with Enbridge Gas for opening a new account under MNP name for future billing
23-Jun-2021	Chahna Nathwani	.10	Cheque Requisition
23-Jun-2021	Fatemah Khalfan	.60	Gathered information about sending payments by courier or wire; sent information via email to A. Kapoor for review
23-Jun-2021	Patricia Ball	.10	Chq requisition
23-Jun-2021	Sheldon Title	1.20	review of NDA, provide comments thereon and return to Parsons; call with PP on its potential interest to be a bidder/stalking horse bidder for the contracts, message to Fell on same; call with Fell; internal emails to plan payroll/billings, etc. email exchange with insurer re: return of premium
24-Jun-2021	Akhil Kapoor	1.30	1) Follow up with Thelma re Bell services to be continued2) Discussion with S. Title re Martin's unavailability and Sale Process to be commenced3) Follow up with McKesson to reactivate Pulse account4) Coordinating to ensure driver's cheque reaches the office today5) Discussion with Thelma re pay stubs for next pay period, operations, planning to visit their office among others6) Discussion with McKesson re account activation, billing information and delivery address for cheques7) Confirming Bell about the active accounts after discussion with S. Title8) Advise from S. Title re two suppliers to whom we need to inform about receivership and to continue their services 9) Email comm with Thelma re day's activities and updates and planning to go tomorrow
24-Jun-2021	Fatemah Khalfan	.30	Emails with OSB re payment of OSB filing fees
24-Jun-2021	Sheldon Title	1.30	call with Fell; call with Wyett; call with Martin K on Bell Mobility/contracts/shares in public co , Jamp etc.; email to Akhil/Fatemah to address Jamp/Wampole situation stemming from my call with Martin K; dealings with PP on NDA and consideration of their proposed changes; forward to Fell for her consideration

25-Jun-2021	Akhil Kapoor	3.90	1) Discussion with Thelma re payroll, operations, adjudication report, revenue since June 10, revenue report for Dec 1 2020 to May 31 2021, assets list, equipment on lease, Bell services, vendor summary, inventory report couple of new vendors missed from earlier list among others, Also discussed AR list and requesting her to find out collectability status with Martin2) Discussion with Martin re payroll, his services and requirement for an agreement with him, asset list requirement, Bell services, future outlook among others3) Discussion with S. Title re info required by PP and status of NDA4) Review of beds/residents information and sharing with S. Title5) review of bank activity report, comparing with adjudication report, noting down reasons for variance, 6) Noting down ODP payments in the bank statement and sharing with S. title to show consistency in payments to PP7) Discussion with Chahna re preparation of cheques for payroll and bank balance review8) Requiring Thelma to provide inventory report, vendor report and adjudication report on June 30 20219) Discussion with Bell team re accounts10) Email comm with ECS Cares (creditor) and enquiring with Thelma and Martin about their outstanding invoice
25-Jun-2021	Chahna Nathwani	.70	Cheque requisitions for Paystubs-Due in June and Entering into Ascend under Disb
25-Jun-2021	Fatemah Khalfan	.50	Cheque requisition prepared for OSB filing fee; forwarded to S. Title for review; forwarded approved copy to P. Ball; Remittance form prepared
25-Jun-2021	Sheldon Title	.30	call/emails with Fell on requested changes to NDA proposed by PP; further email to Rakowski
28-Jun-2021	Akhil Kapoor	1.20	1) Discussion with S. Title re next steps on NDA and sale process2) Discussion with S. Title re pay stubs of the 3 employees3) Email comm with Thelma and Martin re queries on non deduction of EI/taxes from the pay stubs4) Email comm with a creditor re informing them about receivership and next steps5) Call and email with the landlord and discussion on way forward, rent outstanding among others
28-Jun-2021	Chahna Nathwani	.20	Cheque Requisition of Paystub- Process and cheque printing
28-Jun-2021	Sheldon Title	.20	review of payroll and questions on taxes/EI
29-Jun-2021	Akhil Kapoor	1.20	1) Discussion with Martin and Thelma re errors in pay stubs of Thelma and Gunjan (non deduction of EI/tax) and requesting for new pay stubs2) Discussion with Martin and Thelma re HVAC/Air conditioner not working and the next steps to expedite repairs. Updating S. Title about it3) Discussion with S. Title re technology used by Pulse to pack medicines, email comm with Martin about it and explaining to S. Title for the purpose of informing prospective purchasers
29-Jun-2021	Sheldon Title	.30	prepare for and attend call with interested party on potential participation as a stalking horse bidder; email with insurer and forward same to Kapoor; emails with Kapoor on non-functioning air conditioning units
30-Jun-2021	Akhil Kapoor	1.30	1) Discussion with Martin re AC repairs and status2) Email comm with Martin re Thelma and Gunjan's revised pay stubs and advising necessary changes. Receipt of final pay stubs from Martin3) Updating S. Title about the two updates and the proposed sale process4) Advising Chahna to prepare pay cheques5) informing Thelma that the pay cheques will be couriered on Friday/Monday morning6) Detailed call with Jamp (a creditor) about the status, next steps, their o/s invoices among others
30-Jun-2021	Matthew Lem	.10	Email to TD re request transfer of funds;
30-Jun-2021	Sheldon Title	.20	call with Kapoor; review of bank a/c and request transfer of funds
05-Jul-2021	Akhil Kapoor	.30	1) Discussion with Martin re his contribution, expected compensation and HVAC repair 2) Discussion with Thelma and Martin re corrections in payroll3) Email comm with Chahna re preparation of payroll cheques and sending through courier today

05-Jul-2021	Akhil Kapoor	3.80	1) Confirmation from S. Title re receipt of funds and action items2) Review of insurance docs, insurance invoice and sharing with Chahna re preparation of req for S. Title's approval3) Discussion with Chahna re preparation of pending payroll cheques, approvals, courier and related matters (courier to be delivered tomorrow)4) Detailed review of rent payments for June and July 2021 and coordinating with Chahna for preparation of req for S. Title's approval (also confirming with Martin to ensure rent is outstanding for June)5) Detailed review of LPG and McKesson invoices in system and coordinating with Chahna to prepare a req for LPG's o/s invoices. Also reviewing if HST is applicable6) Detailed discussion with Thelma re status of AC, operations, cheques, payments and requesting her to provide various OTC, Rx, Pharmacy Analyst, adjudication and other reports7) Reviewing the reports received from Thelma and sharing with S. Title for forward submission of prospective SH bidder8) Discussion with Chahna re certain matters of the file
05-Jul-2021	Sheldon Title	.40	emails to Akhil and Chahna on processing payments; email to PP on follow up; email exchange with Mica Arlette on his client's interest
06-Jul-2021	Akhil Kapoor	2.00	1) Email comm with Martin re expense report, FA listing, Bramalea contract loss, Bell, any mails/invoices among others2) Email comm with Thelma re reports shared, payroll cheque delivery3) Discussion with Chahna re preparing req. for expenses and mailing out cheques. Also follow up with Alectra and Enbridge4) Call with Jamp re certain new orders to be made after receivership date and confirming them payment5) Discussion with McKesson re pending invoices 6) Discussion with Thelma re office supplies and the plan to purchase it 7) Call with S. Title re a few action items incl. points to be covered on next visit to their office
06-Jul-2021	Matthew Lem	.10	Wire authorization
06-Jul-2021	Sheldon Title	.70	emails to PP the information they requested; to/from PP on same; email with Caruana; processing of certain payments
07-Jul-2021	Akhil Kapoor	1.50	1) Discussion with Thelma re office supplies, inventory report, information about ODB, insurance companies, pay stubs for next payroll, Jamp (supplier) among others2) Discussion with Fatemah re preparation of letters to be sent to ODB and others to ensure payments are received by us3) Follow up with Martin for FA list, pays stubs, AR listing among others4) Discussion with Sheldon re status of file, sale process for contracts and charter, implications, scheduling call with CF team tomorrow among others5) Glancing through LPG new orders
07-Jul-2021	Fatemah Khalfan	.60	Draft letter prepared for Billings companies
07-Jul-2021	Sheldon Title	.80	call with Jordan Baimel of PWC on client's potential interest; call with Fell, strategy meeting arranged with MNP team on sale process
08-Jul-2021	Akhil Kapoor	1.50	1) Call with S. Title and CF Partners re plan to sell Pre 54 Charter, sale process, potential PPs, information required among others2) Advising Fatemah about the letters to be sent to ODB and others and receiving a draft letter from her (to be reviewed)3) Discussion with Thelma re today's operations, office supplies, follow up with Martin re employee pay stubs among others
08-Jul-2021	David MacAlpine	.60	Call with Sheldon, Kevin Tremblay, Akhil Kapoor to discuss Pre-1954 charter sale
08-Jul-2021	Kevin Tremblay	.30	Strategy Call - Auction for Pre-54 Charter
08-Jul-2021	Sheldon Title	1.30	conference call with MacAlpine, Tremblay, Kapoor; review of Target pre-54 materials, email to Martin K, email to Kapoor on developing sale process for charter

09-Jul-2021	Akhil Kapoor	4.50	1) Detailed meeting with Martin at Pulse office re pay stubs for the 2 employees, requirement for Thelma to continue be paid for 120 hours for every 2 weeks, Gunjan's involvement, reasons for loss of contracts recently, sale of Ottawa locations in the historical period, list of prospective purchasers, a party with whom the transaction to sell was entered into and current status, pending AR collections (both pre and post receivership) from the residents, Pre 54 Charter, how it was acquired, current status, pledge to the bank. requesting for minutes book, PDS suppliers, requesting for FA list, expense reimbursements for Martin among others2) Detailed meeting with Thelma re current operations, customer interactions, finding a replacement as Thelma is only available till end of Sep 2021, Sale Process and current status, ordering from Jamp and subsidy status, requirement of office supplies and joint meeting with Martin on this issue among others3) Call with Jamp team to ensure that we will pay them for the current order (Post receivership), taking confirmation from them they will offer us the rebate as done previously and it should not be impacted by receivership among other related matters4) Discussion with S. Title re next steps in Sale process. 5) Email comm with CF and Audit Partners re prospective purchaser list, other contacts who may be interested parties 6) Discussion with Chahna re payment of salaries & rent
09-Jul-2021	Chahna Nathwani	.70	Cheque Requisitions, entries into Ascend, Cheques process, Cheques printing and mailing
09-Jul-2021	Sheldon Title	.70	call with Martin K to gain understanding of National relationship; call with PP on due diligence matter; call to Fell; payment processing
12-Jul-2021	Akhil Kapoor	1.00	1) Discussion with S. Title re status update on potential SH bidder, pre charter sale process, payment to be made to Martin for his service among others2) Discussion with Martin re his disbursements, requirement of invoices, his involvement and compensation among others3) Discussion with Thelma re her pay stub and expected cheque delivery4) Email comm with landlord re rent computation for the cheque payment made to him5)
12-Jul-2021	Sheldon Title	.70	call with Ben Wyett; email exchange with Akhil on Martin's request for compensation; fax from WSIB and email to Kapoor on same
13-Jul-2021	Akhil Kapoor	1.50	1) Detailed discussion with Thelma and Martin re issues at the office re supplies, machine to be run for medicine packaging among others. Also checking with them for patents of Pulse based on discussion with S.Title2) Drafting the letter to be sent to ODB, other insurance companies and sharing with S. Title for review3) Discussion with Chahna re status of Alectra and Enbridge invoices4) Discussion with Key 2 re invoices for internet services5) Discussion with another creditor re photocopy machine o/s charges and certain queries
13-Jul-2021	Sheldon Title	.60	email with Akhil, text with Fell; call with Fell on strategizing the sale of the charter
14-Jul-2021	Akhil Kapoor	1.30	1) Discussion with CF team re name of PPs for sale of pre-54 charter2) Discussion with Key2 re invoice for communication services3) Emails and calls with Chahna re Alectra and Enbridge invoices4) Discussion re requirement of purchase of Lexmark cartridge, paper and ribbon (to be continued)5) Email comm with PDS services6) Finalization of letter to be sent to billing parties and sharing with S. Title. Receipt of comments from him
14-Jul-2021	Sheldon Title	.40	review and revise letter being directed to various parties (ODB, insurers); invoice from Key2 and email to Kapoor to have them separate out pre and post
15-Jul-2021	Akhil Kapoor	3.00	1) Multiple calls and emails with Thelma and Purolator team re account activation and issues involved in the same2) Discussion with Fatemah re sending the letters to ODB, insurance companies3) Discussion with a supplier of specific paper and ribbon which is used in the machine for packing medicines and seeking a quote from them4) Discussion with Chahna to obtain multiple quotes for the specific paper and ribbon in order to obtain best price. Also discussed status of Alectra and Enbridge5) Follow up with Martin for various items incl. requirement of cartridge, his reimbursements and expected compensation (no response)6) Follow up with Thelma re resident o/s and Jamp invoice (pending)7) Finding a quote for cartridge on Amazon as required by Thelma
15-Jul-2021	Fatemah Khalfan	.60	Email to S. Title about Enbridge bill due; processed cheque requisition; printed cheque; mailed out
15-Jul-2021	Sheldon Title	.20	emails to two PP responding to their interest and forwarding them a NDA, email to potential stalking horse bidder on status; approve payment to Enbridge

16-Jul-2021	Akhil Kapoor	4.30	1) Detailed discussion with Purolator re continuation of services, and no requirement of security2) Detailed discussion with Thelma re Purolator, Automated paper, Lex bridge printer, other suppliers and payroll3) Call and emails with Thelma re business operations, pending review of Jamp and McKesson invoices, action items for next week among others4) Discussion with S.Title re status of SH offer, Pre-54 charter sale process, requirement from Martin to explain his time involvement and expected remuneration, reason for losing Bramalea contract and status of other contracts5) Multiple follow ups with Martin to understand his time involvement and expected remuneration (to be continued)6) Calls and emails with PDS re ordering paper and ribbon, comparing with quotes, taking Sheldon's approval, coordination with Thelma, paying through credit card7) Communication with Key 2 and advising Chahna to compute payment to be made for June and July
16-Jul-2021	Chahna Nathwani	.80	Purolator, WSIB letter preparations for reviewing , cheque requisition for Purolator
16-Jul-2021	Chahna Nathwani	.20	cheque requisition, entering payment into ascend - LPG
16-Jul-2021	Fatemah Khalfan	.50	Letters printed and mailed out to Billing parties
16-Jul-2021	Matthew Lem	.20	Attend to arrange for transfer of funds from TD; review of correspondence re same;
16-Jul-2021	Sheldon Title	1.00	call with Fell on process and strategy; emails with MacMillan and WF teams to set up meeting, email to and from Kapoor on question posed to PP, respond to PP on questions posed; banking
19-Jul-2021	Akhil Kapoor	2.20	1) Email comm with Martin re his explanation for time involvement, activities and expected remuneration.2) Discussion with S. Title re Martin's expectations and our views around that3) Email comm with Purolator re o/s invoices, conditions on security deposit among others4) Discussion within team re Alectra, LPG invoices5) Advising team to prepare letter for WSIB6) Email comm with Thelma re certain operational matters7) Discussion within team to arrange for certain payments via wire transfer8) Discussion with S.Title re status of sale process and SH bidder9) Downloading and reviewing the bank statement to understand drawings of Martin Pre receivership period (to be shared with S. Title)
19-Jul-2021	Fatemah Khalfan	.20	Posted wire transfer to Ascend (LPG)
19-Jul-2021	Sheldon Title	.30	review of bank position; discussion with Kapoor re: Martin remuneration
20-Jul-2021	Akhil Kapoor	2.00	1) Emails and calls with S. Title re Martin's expected remuneration, cash flows to be prepared, Status of SD, updates on calls with SH bidder, Secured creditors among others2) Discussion with Thelma re her payroll, LPG, McKesson and Jamp account and other issues3) Forwarding certain invoices to Chahna to add them to the tracker4) Multiple emails with Purolator re explaining them the Court appointed receivership for continued operations4)
20-Jul-2021	Chahna Nathwani	2.50	Calculation of Prorata for invoices, Cheque requisitions for Review, Postings into Ascend, Call-in with Akhil Kapoor on Files updates for invoices, Preparation of Invoice tracker
20-Jul-2021	Fatemah Khalfan	.40	Prepared and submitted wire transfer for authorization
20-Jul-2021	Matthew Lem	.10	wire authorization
20-Jul-2021	Sheldon Title	1.80	conference call with Weerasooriya/Thring of MacMillan, Caruana of WV and Fell (56 mins); pre and post call with Fell, call with Ben Wyatt (18 mins); email to McAlpine/Chagnon on replacement pharmacist due to maternity; email to Martin K;
21-Jul-2021	Akhil Kapoor	4.00	1) Preparation of cash flow projections (1st draft) by taking into consideration cash inflows from ODB, insurance, rebate from Jamp, expenses- payroll, suppliers, utilities among others2) Discussion with Chahna re review of certain invoices- Key 2, McKesson, LPG, Purolator and arranging req. for Sheldon's approval3) Discussion with Thelma re certain invoice verifications to confirm payments and errors noted in LPG and McKesson invoices4) Email comm with Purolator re certain account related concerns5) Discussion with S. Title re developments about the file, SH process among others6) Advising Chahna about how to prepare a tracker for Pulse for invoice payments7) Discussion with S. Title re finding replacement for Thelma before September 2021 8) Review of latest adjudication report up to date9) Email comm with Martin re pay stubs and certain information for WSIB

21-Jul-2021	Sheldon Title	1.50	receipt of LOI from PP, forward with comments to Fell, call with Martin Kusmirek on remuneration/books and records and arrange Friday meeting (17 mins); call with Fell (13 mins); email with Chagnon and MacAlpine on custodian pharmacist; review of McKesson invoice/cheque requisition and request removal of pre-filing NSF fee; email exchange with Jordan Baimel on NDA and sign NDA; emails with PP on LOI and arranging call on 7/22; email to Marko Brelieh re: Zenway property
22-Jul-2021	Akhil Kapoor	2.70	1) Discussion with Thelma re cash flow projections- certain entries for clarification 2) Discussion with Chahna re req. to be prepared for Purolator and discussing the letter to be sent to them 3) Email comm with Purolator re letter to be sent to them and requesting if payment can be made through cheque as wire transfer may not be feasible 4) Discussion with S. Title re SH offer conditions, way forward, Purolator letter and payment, his emails to MNP Partners to find replacement for Thelma among others 5) Advising Chahna to prepare req. for payroll 6) Discussion re certain errors in req. prepared for Alectra and Key 27 7) Discussion with Thelma and call with CRA re updating them about receivership and current status, directing Chahna to send creditor package to them 8) Review of certain req. and approving them to be sent to S. Title for payment approval
22-Jul-2021	Chahna Nathwani	1.90	Cheque requisitions- Key2Communication, Alectra, Jamp Pharma, McKesson. Process cheque of McKesson, printing and mailing, Informing recipient, Invoice tracker
22-Jul-2021	Chahna Nathwani	.60	Cheque requisitions for Gunjan, Patricia, Thelma, Posting into ascend
22-Jul-2021	Sheldon Title	.50	call with PP on LOI; attempt call to Fell;
23-Jul-2021	Akhil Kapoor	.30	1) Email comm with S. Title re status of source deduction o/s, HST recoverable, discussing about obtaining bank statements for prior period, coordination with CRA to be done among others 2) Discussion with Thelma re next week action items
23-Jul-2021	Akhil Kapoor	3.20	1) Preparation the list of pending items from Martin such as FA list, SD and HST details, financial statements, resident billing, customer information among others and sharing with S. Title for his proposed discussion with Martin 2) Preparation of salary and SD details from June 10 onwards, arriving at Receiver's liability to pay SD, discussion with Chahna re all the invoices from utilities, Purolator, suppliers and others and finalisation of cash flows for the period July 19 through Sep 26 2021 3) Email comm with Thelma re workload, finding addl. resources, operations, Jamp and McKesson invoices, ordering cartridge next week among others 4) Discussion with Chahna re payroll reqs, making changes as per CRA calculator and arranging cheque couriers 5) Discussion with S. Title re conditions of SH offer and other details 6) Discussion with Thelma re her pay stubs, changes in Gunjan's work hours for a few days 7) Email comm re certain changes in creditor listing 8) Receipt of letter from an insurance company re reqd. of certain information and advising Fatemah to fill out the reqd form
23-Jul-2021	Chahna Nathwani	.70	posting into ascend, process cheques, printing, mailing
23-Jul-2021	Fatemah Khalfan	.20	Posted wire transfer (LPG) to Ascend
23-Jul-2021	Sheldon Title	.80	call with Fell on next steps re: CareRx; call with PP's accountant (PWC); review/approve payroll (cheque requisitions)
23-Jul-2021	Sheldon Title	2.20	meeting with Martin K on various incl. source deduction obligation, remuneration, emails with PP and call with Caitlin Fell afterwards, calls to CRA during meeting to confirm balance (left msg);
26-Jul-2021	Akhil Kapoor	2.00	1) Discussion with Chahna re payment to be made to Jamp, Purolator, payment methods among others 2) Email comm with Purolator re confirmation on cheque payments. 3) Finalization and sharing the letter with Purolator to confirm payment going forward 4) Discussion with S. Title re dues of SD and recoverable on HST. Glancing through the PDF shared by him on SDs. 5) Understanding the req of preparing returns and filing SD from 2018 onwards. 6) Discussion with Thelma re key roles and responsibilities to be taken over by another pharmacist 7) Explaining Jim (MNP Partner) about the potential job responsibilities of pharmacist to be recruited. 8) Follow up with Martin re bank statements required 9) Emailing Jamp re requiring their confirmation for rebate on the invoice amount to be paid

26-Jul-2021	Sheldon Title	.80	call with Figaszewska at CRA on extent of source deduction arrears/deemed trust; consideration of payments to suppliers/; draft update email to secured creditors counsel for Caitlin to consider; review of draft letters prepared by Parsons and comment on same
27-Jul-2021	Akhil Kapoor	2.00	1) Discussion with Thelma and S. Title re issues at retirement home, RFP released by them, concerns at Pulse, Sales Process among others2) Discussion with S. Title re pending information from Martin and actions to be taken. Also discussed other relevant issues due to Martin's involvement3) Email comm with MNP Partner re location of the pharmacy to find prospects to cover for current pharmacist during her leave4) Discussion with Chahna and S. Title re Key 2 invoices, pre and post bifurcation and informing them about it5)
27-Jul-2021	Chahna Nathwani	1.50	Call in with Akhil- Employee salary tracker, wsib letter, revised key 2 communication calculation and cheque req, Jama pharma updates, cash flow training
27-Jul-2021	Sheldon Title	2.30	attempt to call to Martin; text Martin re: Rekai; call to Thelma to discuss Rekai contract; call to Fell; call with Wyatt; email to Thring, Weerasooriya and Caruana; lengthy email to Martin Kusmirek re: pay/ need to cooperate with the Receiver's requests, etc.; receipt of Thelma email on position vis-a- vis Rekai; forward same to Fell for consideration; consideration of Key2 payment and authorize disbursement;
28-Jul-2021	Akhil Kapoor	1.20	1) Discussion with Chahna and S. Title re payment to Jamp, rationale and expected rebate2) Email comm with Jamp team re certain queries3) Discussion with Chahna re status of Pulse vendor tracker and payroll information for 20214) Discussion with S. Title re his communication with Martin for information, pending data, reminding Martin about Court order5) Discussion with Chahna re WSIB draft letter (to be reviewed)
28-Jul-2021	Chahna Nathwani	.20	Call in with Alectra for online access issue regards to Utility bills for Pulse
28-Jul-2021	Chahna Nathwani	.50	Jamp Pharma wire requisition, communication with Stefania Battista - Representative of Jamp pharma for payment confirmation
28-Jul-2021	Fatemah Khalfan	.70	Emails exchanged with C. Nathwani re a wire transfer for Jamp Pharma Corporation; Initiated wire transfer; sent to M. Lem for second authorization; saved proof to client folder
28-Jul-2021	Sheldon Title	.40	email from David Thring on Martin remuneration; call with Fell on same
29-Jul-2021	Akhil Kapoor	1.00	1) Discussion with Thelma about the items to be ordered (cartridge, paper etc.) and other related matters2) Email comm with S. Title re his email comm with Martin and current status3) Discussion with Thelma re her T4 and receiving it (to be reviewed)4) informing Thelma about sprinkler test
29-Jul-2021	Chahna Nathwani	.30	wsib letter draft
29-Jul-2021	Fatemah Khalfan	.80	Prepared two receipt vouchers; sent to and received back from S. Title; entered to Ascend; prepared deposit slips
29-Jul-2021	Fatemah Khalfan	.40	Sent email to M. Mastrangelo at TD Bank about cheques going in for deposit today; reviewed follow up email from S. Title
29-Jul-2021	Fatemah Khalfan	.40	Posted wire transfer to Ascend (Jamp Pharma)
29-Jul-2021	Fatemah Khalfan	.40	Emails exchanged with S. Title about stale dated cheque; email sent to A. Kapoor
29-Jul-2021	Matthew Lem	.10	Wire authorization
29-Jul-2021	Sheldon Title	1.20	email to Chagnon to arrange call; call with potential stalking horse bidder (13 mins); call to Sue @ Rekai; texts/calls to Martin K; email invite to Thelma for 7/30 meeting; call with Mica Arlette and Jordan Baimel re: PP client of theirs interest in assets; texts with Fell on overall strategy
30-Jul-2021	Chahna Nathwani	.70	Call Enbridge for July Utility bill and requesting to email each month, cheque requisition for Enbridge for Sheldon's review
30-Jul-2021	Sheldon Title	1.00	call with Thelma Sarsam; call with Caitlin Fell; email to Martin K on non-compliance with his duties/cooperation

03-Aug-2021	Akhil Kapoor	3.60	1) Discussion with Thelma about the list of items to be purchased re paper and printer, rolls among others and placing an order on Amazon after understanding the specifications2) Call with S. Title and Jim re requirement of an Assistant to Thelma, sale process, how to structure it among others3) Discussion with S. Title re status of comm. with Martin and way forward in case of non-cooperation4) Discussion with Thelma, understanding her requirements and preparing a list of key roles and responsibilities of an Assistant and sharing with S. Title for comments5) Reviewing the adjudication report for the period June 10 to July 306) Discussion with Chahna re various suppliers re Jamp, LPG, McKesson, Key 2 and utilities and status of their invoices and payments. Also advising her to inform Key 2 about the payment made to them for Post - Receivership period.7) Discussion with S. Title re status of RFP by a long term care home 8) Discussion with Chahna re prep cheque requisitions and following up with Thelma for Gunjan's hours9) Following up with Thelma re missing information for wire transfer and Gunjan's hours during last payroll period
03-Aug-2021	Chahna Nathwani	.60	Cheque requisition for Bell, posting into ascend, cheque printing, preparing for mailing
03-Aug-2021	Chahna Nathwani	.90	Call in to Key 2 Communication - Cheque payment updates, computation based on their invoice record and send email back with actual numbers of post receivership, Call in to Bell Mobility Inc (Ms. Viau, Marie Annick) regarding address and invoice confirmation
03-Aug-2021	Fatemah Khalfan	.40	Letter drafted and sent to clients about cheque that we have on hand that needs to be replaced
03-Aug-2021	Sheldon Title	.80	Call with Jim Chagnon, Akhil on pharmacist needs, etc. Call to Martin K, call to Sue at Re kai and emails/texts with Caitlin Fell, Max Starnino and Shaun Parsons to arrange 8/4 call.
04-Aug-2021	Akhil Kapoor	1.30	1) Discussion with S. Title re his meeting with Martin and action points2) Discussion with Chahna re status update from a few suppliers 3) Discussing with Fatemah re communicating with ODB and other insurance providers re ensuring they deposits the funds in our account 4) Discussion re fund transfer from Co account to Receiver account5)
04-Aug-2021	Fatemah Khalfan	.30	Phone call with A. Kapoor to discuss following up with Insurance providers re future payments
04-Aug-2021	Fatemah Khalfan	1.30	Phone calls to the Insurance providers re directing future payments to Receiver's bank account; email sent to S. Title and A. Kapoor
04-Aug-2021	Matthew Lem	.20	Arrange for transfer of funds from TD and related correspondence;
04-Aug-2021	Sheldon Title	2.60	meeting at Pulse with Martin K, review of minute books, meeting with Thelma, discussion and review of emails re: Re kai; call with Fell afterwards (23 mins)
04-Aug-2021	Sheldon Title	.60	call with Caitlin Fell, S. Parsons and M. Starnino re: Re kai contract and follow up call with Parsons/Fell
05-Aug-2021	Akhil Kapoor	2.30	1) Multiple emails and calls with Chahna re payroll processing, LPG invoices, McKesson invoices among others2) Discussion re preparation of a form for Telus for direct deposit in our account and requesting Thelma to prepare it3) Discussion with Thelma re operational challenges, assistant required for her among others4) Discussion re proposed sales process and related issues 5) Email comm with Chahna re one of the LPG invoices which relates to legal fees and should not be paid 6) email comm with S. Title re explaining him certain aspects of Thelma's pay stub
05-Aug-2021	Chahna Nathwani	.30	Download and review 25 invoices for McKesson
05-Aug-2021	Chahna Nathwani	.80	Cashflow-payroll update sheet as per 2021 paystubs
05-Aug-2021	Chahna Nathwani	1.10	Downloading and reviewing 40 invoices - LPG
05-Aug-2021	Chahna Nathwani	.50	Receipt posting into ascend, email to Sheldon, TD online summary access for verification
05-Aug-2021	Chahna Nathwani	.50	Cheque requisition for Thelma, send it to Sheldon for review, calculation based on cra calculator
05-Aug-2021	Chahna Nathwani	.60	cheque requisition, posting into ascend, tracker update for LPG and payrolls (with calculation)
05-Aug-2021	Fatemah Khalfan	.50	Received emails from an Insurance provider; reviewed; sent follow up emails
05-Aug-2021	Sheldon Title	2.40	email from LPG and forward for processing; email to Jim Chagnon and David MacAlpine on fees typically paid to LTC; email exchanges with Christopher Caruana and forward same to Fell; email with Khalfan re: Telus' request for change in payee form; email to Fell the letters patent/charter; email to Erik St. Hilaire on fees paid to LTC by pharmacists; call with Sal at National on potential options for running Pulse/status (1.6))

05-Aug-2021	Sheldon Title	.50	call with Caitlin Fell on strategy after meeting with Martin K and speaking with M. Starnino
06-Aug-2021	Akhil Kapoor	2.30	1) Finalization of payroll for Thelma and discussion with Chahna and Thelma about it. Also, discussed pay stubs with Martin and receipt of revised hours for Gunjan (to be reviewed)2) Discussion re status of contracts, issues in obtaining final copy among others3) Discussion re sales process with S. Title and his communication with various stakeholders4) Discussion re hold on LPG invoice for legal fees and related comm. with S. Title, Thelma and Chahna5) Discussion re payment of certain invoices6) Email comm and calls with Fatemah re finalization of Telus form for direct deposit in our account
06-Aug-2021	Chahna Nathwani	.90	Communication on call/email- LPG,Rent,Mckesson, Purolator, Jama pharma, Key2communication - Payment updates
06-Aug-2021	Chahna Nathwani	2.50	cheque requisition for McKesson -25 invoices, preparation of calculation sheet, email communication with McKesson-Luisa, Revised LPG wire requisition for Sheldon's approval, email communication with LPG- Mr. Max, Entries posting into Ascend, cheque requisition for Rent, tracker update
06-Aug-2021	Fatemah Khalfan	.60	Wire transfer sent (Thelma Sarsam)
06-Aug-2021	Fatemah Khalfan	.50	Emails exchanged with A. Kapoor about forms received for changing banking information with Insurance provider; phone conversation and printing of Test cheque
06-Aug-2021	Fatemah Khalfan	.50	Email sent, with proper documentation, to insurance provider to facilitate change in bank account
06-Aug-2021	Sheldon Title	1.70	call with Caitlin Fell on strategy for addressing Reikai, Martin K; call to Martin K; email to and from Bill Van Den Eenden on LPG's freeze of supply of inventory given non payment by the Receiver of LPG's invoice for reimbursement of its independent legal fees; review and approval of certain requisitions (Namilin/McKesson/Thelma)
08-Aug-2021	Sheldon Title	.10	email to Kapoor on payroll, to Fell on Corne's request re: Martin K;
09-Aug-2021	Akhil Kapoor	1.00	1) Discussion with Thelma re her pay stub, Gunjan's revised hours, LPG account among others2) Email comm with Martin re revised pay stubs and bank statements3) Discussion with S. Title re action items for this week4) Discussion with Chahna re revised pay stubs, payment for rent, McKesson and others
09-Aug-2021	Chahna Nathwani	.80	1) Gunjan Patel- pay stub calculation as per Thelma's email; Cheque requisition, worksheet sent to Akhil for review, 2) Email sent to McKesson and Rent for informing mails of cheques 3) McKesson and Rent approved requisitions process into Ascend
09-Aug-2021	Fatemah Khalfan	.40	Wire transfer authorized; sent to M. Lem; saved confirmations to client folder
09-Aug-2021	Matthew Lem	.10	Wire authorization.
09-Aug-2021	Sheldon Title	1.10	review of draft letter from Fell and comment thereon; approval of payments; call with Starnino, Fell and Calon
10-Aug-2021	Akhil Kapoor	.60	1) Email comm with Purolator and discussion with Chahna about their invoices2)
10-Aug-2021	Chahna Nathwani	.50	Communication with Purolator with regards to July invoices, Cheque requisition prepared and send it to Sheldon for review, posting into ascend
10-Aug-2021	Sheldon Title	1.00	exchange of emails/texts with Fell on communications with Starnino/Corne; call with Fell, call with Starnino, Fell, Calon, call to PP (left msg)
11-Aug-2021	Akhil Kapoor	1.00	1) Multiple emails with Thelma re her pay stub, wire transfer charges and ensuring reimbursement of those charges, status of delivery of items ordered from Amazon, Gunjan's hours, proposed vacation among others2) Discussion with S. Title re his discussions with Pulse's clients, legal counsel, sale process among others3) Discussion with Chahna re payment of certain expenses and tracker update
11-Aug-2021	Chahna Nathwani	.60	Call in with Akhil - General update Pulse RX, Issue with Thelma's pay, TD statement downloading, Call in to CIBC branch for Thelma's wire
11-Aug-2021	Chahna Nathwani	1.20	Revised calculation as per Thelma's email for Gunjan, Prepared cheque requisition for review-Posting into Ascend, Call in with Alectra for Online account access issue July bill, Downloading Alectra bill and prepared cheque requisition for review-Posting into Ascend
11-Aug-2021	Fatemah Khalfan	.20	Replied to inquire about sending wire transfers

12-Aug-2021	Akhil Kapoor	1.30	1) Discussion with Thelma re delivery of all Amazon items and operations 2) Email comm re Gunjan's salary and hours. Following up with Gunjan to schedule a call 3) Discussion with S. Title re status of Pre 54 Charter sale process and also about the sale process of contracts 4) Sharing a document (received from ODB) and requesting her to fill the same for bank account information 5) Discussion with Chahna re payment of certain invoices 6) Call with CRA re o/s Corporate tax returns for 4 years and current status 7) Receipt of HST CRA claim and reviewing the same. Also, informed S. Title about it
12-Aug-2021	Chahna Nathwani	.50	Call in with Bell - Sending invoice/worksheet for releasing payment, updating invoice tracker, Key2Communication cheque requisition, calculation sheet preparation and posting into Ascend
12-Aug-2021	Chahna Nathwani	1.40	Jones Health care- cheque requisition prepared for review, Email sent to Jones for informing receivership and confirming mailing address, cheque requisition for Patricia-Payroll for review, Postings into Ascend, Key2 communication-Cheque printing and mailing, Cheque requisition prepared for review, posting into Ascend
12-Aug-2021	Fatemah Khalfan	.70	Set up and authorized wire transfer (Hillmount Capital); prepared requisition; saved to client folder
12-Aug-2021	Fatemah Khalfan	.80	Phone calls to Ontario Drug Benefit program re changing bank account information; then emails exchanged with ODB agent as to the forms for changing banking information
12-Aug-2021	Matthew Lem	.10	wire authorization
12-Aug-2021	Sheldon Title	1.00	calls with Al McNish, instructions for wire transfer, email/text to Martin K on direction; call with Ben Wyett; email to Sal Surani on services/qualifications
13-Aug-2021	Akhil Kapoor	1.50	1) Discussion with S. Title re CRA HST notional claims received and their validity 2) Discussion with Fatemah and Thelma re forms to be filled to change bank account information and multiple revisions 3) Email comm with MNP Partners re following up to obtain prospective party names for the sale of Pre 54 Charter 4) Update from S. Title re his calls with National, lenders and others 5) Discussion re Claim Secure account and possible cancellation. Also, discussed with Thelma about it 6) Email comm re receipt of an old Post receivership invoice re usage of cards for Narcotics
13-Aug-2021	Fatemah Khalfan	.50	Follow up email sent to Green Shield about needing to update banking information; received response back; forwarded to A. Kapoor and S. Title
13-Aug-2021	Fatemah Khalfan	.50	Follow up email sent to ClaimsSecure about needing to update banking information; received response back; forwarded to A. Kapoor and S. Title
13-Aug-2021	Fatemah Khalfan	.60	Phone call with ESI Canada about updating banking information; agent directed me where to find forms; downloaded and sent to A. Kapoor
13-Aug-2021	Matthew Lem	.10	Arrange for transfer of funds from TD.
13-Aug-2021	Sheldon Title	1.30	call with Sal Surani on Rekai request for services; call with Fell on status; start preparation of management agreement; request transfer of funds to trust account; sign off on cheque reqs
15-Aug-2021	Sheldon Title	1.00	review of stalking horse bid, review of Fell's changes to term/task letter and forward to Martin Kusmirek, email to Kusmirek on billings/A/R
16-Aug-2021	Akhil Kapoor	2.30	1) Discussion with Thelma re requirement of Automated paper and enquiring with PDS (call scheduled tomorrow) 2) Discussion re pending review of Gunjan's hours as he has not reached out to MNP 3) Email comm re certain invoices and advising Chahna for payment 4) Multiple emails re draft APA and related docs and going through the same 5) Discussion with Chahna re Bell invoices and asking her to follow up 6) Reminder to follow up with Jamp for potential rebate on previous invoice paid of \$9.5k 7) Discussion re updating ODB, other insurance provider's banking information and arranging certain information (providing them to Fatemah for submissions) 8) Email comm with Jim re potential parties for Pre 54 Charter and also following up with other MNP Partners
16-Aug-2021	Fatemah Khalfan	.60	Banking forms sent to ODB and ESI Canada; email and fax
16-Aug-2021	Fatemah Khalfan	.20	Cheque mailed out
16-Aug-2021	Sheldon Title	2.40	Review of stalking horse process, review of revised APA, review of Rekai RFP, call with stalking horse bidder, call with Fell * 3, emails with Sal Surani, emails with S. Graham Nutter, introduce Sal to Sue and seek to arrange call, receipt of LPG invoice, email to/from Kusmirek re: compensation;

17-Aug-2021	Akhil Kapoor	2.30	1) Purchase of items especially Auto Med as required by Thelma 2) Discussion re LPG and other supplier invoices and payment of the same 3) Discussion re Thelma's concerns on Rekai, audit requirements, her meeting with Rekai and related issues 4) Discussion re payroll cheques for the 3 employees and related issues 5) Receipt of updated docs from Caitlin's team and glancing through them (Sale Process related docs)
17-Aug-2021	Chahna Nathwani	1.90	Downloading and reviewing LPG 43 invoices, Cheque requisition for LPG, Payroll calculation and comparing with CRA tracker, cheque requisition for Gunjan, Thelma and Patricia, Posting all disbursements into Ascend, Prospective client list preparation, Follow up call with Jamp regarding credit-Rebate with Stefania, Jones cheque printing and mailing
17-Aug-2021	Fatemah Khalfan	.40	Wire authorized to LPG; sent to M. Lem for his authorization; saved
17-Aug-2021	Matthew Lem	.10	wire authorization
17-Aug-2021	Sheldon Title	2.40	arrange meeting between National and Rekai; call with Surani; email to/from Thelma re: her meeting with Rekai; calls with Fell, review of revised sale process/stalking horse apa; emails to/from Sue Graham-Nutter on meeting with National/Thelma; approval of disbursements; prepare mgmt consulting agreement with National Pharmacy; confirm transfer of funds; email acct to PP
18-Aug-2021	Akhil Kapoor	1.30	1) Multiple emails and discussions with Thelma and S. Title re her concerns, her o/s vacation pay, National's involvement, status of sale process 2) Discussion with Chahna re review of information available and preparing a list of prospective purchasers and magazine 3) Email comm re pay stub finalization
18-Aug-2021	Chahna Nathwani	2.10	Cheque requisitions sent to Sheldon for reviewing, Postings into Ascend, call in with Akhil for Prospective buyers list and reports, Start preparing/searching online for Advertisement/publishers and buyers, reading materials sent by Sheldon
18-Aug-2021	Sheldon Title	1.40	call with Thelma and texts with Fell on sending drafts to counsel for CWB/National; email from Thelma; call with Sal Surani afterwards to discuss contingency planning; call with Fell on Thelma's email relating to vacation pay issue; approve pay for 2 employees; email with Parsons re: management agreement; email to Sal a copy of draft agreement, email to PP the stalking horse agreement
19-Aug-2021	Akhil Kapoor	1.80	1) Discussion with S. Title re status of communications with National, Rekai, legal counsels and discussions with Thelma 2) Emails and calls with Chahna re payroll payments, prep of req. , other invoices 3) Call with Chahna re finding prospective purchaser names among others 4) Email with Martin re pay stubs 5) Discussion with S. Title re Rekai issues, Thelma vacation pay among others
19-Aug-2021	Chahna Nathwani	.70	Revised cheque requisitions for payroll as per paystub sent by Martin, Posting into Ascend, Printing cheques, sending it via courier, scanning and saving cheques for record
19-Aug-2021	Heather Ursaki	.10	Set up Firmex data room
19-Aug-2021	Sheldon Title	1.20	email to Fell re: clarifying request for info on entitlement of a director to claim vacation pay deemed trust; response to Afaf Zaheer on his email cancelling 4 PM call due to Ontario Health meeting; email from Thelma on her further concerns/direct involvement with Rekai Centres and consideration of same with Fell, response to T. Sarsam on her email; call with interested PP,
20-Aug-2021	Akhil Kapoor	2.30	1) Discussion re revised pay stubs, approvals and cheque courier to Thelma for the 3 employees 2) Multiple emails with S. Title and Thelma re operations, involvement of National (Sal), upcoming audits, Thelma's concerns re short staffed, her vacation pay, previous communications, proposed actions going forward, communications with Rekai among others 3) Discussion re Key 2 automatic emails and reminding them that we are current with all post rec. invoices 4) Discussion with Thelma re payroll, new orders from Amazon, Gunjan's salary among others 5) Discussion with Chahna re status of finding names of PPs and publications and to prepare teaser and advertisement
20-Aug-2021	Chahna Nathwani	.80	Call in with Heather for Firmex, Call in with Akhil on Sales process, call in with Key2 communication regarding Due amount email issue

20-Aug-2021	Sheldon Title	2.00	approval Patel pay; modify Fell's wording to develop response to Reikai Centres on delays for holding meeting; email response to Thelma Sarsam's "complaint" email on conditions of employment; coordinate meeting between Sal and Thelma via email, email from Graham-Nutter on request for Zaid to attend on Saturday to do audit work and further emails to Graham-Nutter on same to arrange National's involvement; calls with Fell on National involvement/finalization of contract/delays in Reikai's meeting with us; call with Surani *2
21-Aug-2021	Sheldon Title	.50	call with Surani (12 mins) and follow up with Thelma/Akhil on pharmacy paper, email to Fell on National contract; further emails exchanged with Thelma on vacation pay/communications
22-Aug-2021	Sheldon Title	1.20	emails to/from Akhil on Thelma's emails, emails to/from Caitlin on Thelma's emails, text to S. Surani; call with S. Surani on T. Sarsam vacation pay;
23-Aug-2021	Akhil Kapoor	1.40	1) Multiple emails with S. Title and Thelma re her concerns around vacation pay, continuity of her service, work pressure on her, directorship position among others2) Discussion re sale process, prospective purchaser list, calls with National, status of audit with Reikai among others3) Discussion with S. Title re possibility scenarios to pay her vacation pay considering she is a director and his email exchanges with Caitlin on this matter 4) Discussion re requirement for inventory report in excel and requesting Thelma for the same
23-Aug-2021	Chahna Nathwani	.20	Call in with Jamp Pharma with regards to August invoice (no rebate was calculated)
23-Aug-2021	Chahna Nathwani	1.20	Prospective buyer's list and advertisement list updated and sent it to Akhil for review
23-Aug-2021	Chahna Nathwani	.50	Cheque requisition for Invoices, Payment posting and cheque processing
23-Aug-2021	Sheldon Title	.60	receipt of revised management agreement from C. Fell, forward same to S. Surani, email to Fell on Surani's position vis-a-vis vacation pay; email to Surani on setting up meeting with Sarsam; approve payment; call with Surani; forward inventory info to PP
24-Aug-2021	Akhil Kapoor	1.10	1) Multiple emails and calls re status of National activities and transition to take care over operations of Pulse2) Discussion with S. Title and Chahna re requirement of receiving bank activity report and statements for Pulse bank accounts to review HST claims and requesting Bank for the same3) Email comm with Thelma and ordering certain required stationary items 4) Discussion with Thelma re another form for insurance company which needs to be filled as part of ownership and fund transfer from co account to receiver account and advising Fatemah to fill that form 5) Set up of regular calls with Thelma and National by S. Title 6) Email comm with Gunjan (second employee) re his extra shifts
24-Aug-2021	Chahna Nathwani	1.40	Call to branch-Hwy 27 & Milani, 8270 Highway 27 for Pulse RX frozen accounts bank statements for A.Kapoor. And ,Call in with Maddie to follow up regards to OSB confirmation request regarding bank statements, Email sent for requesting, Preparing Gunjan's payroll cashflow for T4 prep in future
24-Aug-2021	Chahna Nathwani	.90	Advertisement (Online ad) Draft prepared for A.Kapoor to review,
24-Aug-2021	Sheldon Title	.70	email from Thelma, to Sal and Caitlin re: Thelma's request for assistance; email to Thelma, call with Sal on preliminary work at Reikai; email from Caitlin requesting that Reikai direct communications through us; email from Parson's on MacMillan's suggested changes to sale process and response thereto; review of scope of services provided by Donna at National Pharmacy and response thereto to include other services
25-Aug-2021	Akhil Kapoor	.50	1) Providing an update to S. Title re action items for next 7 days2) Detailed call with Chahna re preparation of advertisement (to be reviewed), prospective purchaser list, advertisement options and advising her to revise the sheet3) Discussion with Chahna re Gunjan's missed hours 4) Discussion re status of bank statement for Jan 18 to Dec 19 to be received from TD
25-Aug-2021	Chahna Nathwani	.30	Call in with Akhil for discussing Teaser, Advertisement, Sales proceed draft, Potential buyer's list and Advertisement marketer's list
25-Aug-2021	Sheldon Title	.80	call with Wyett (status of sale process, Reikai, vacation pay issue, etc.); email and call with Fell on Sarsam vacation pay issue; call with Surani on work/findings on audit; email to Surani on requesting invoice, etc., email to/from stalking horse bidder on sale process procedures; follow emails to Sarsam on National being a resource and on converting inventory to excel

26-Aug-2021	Akhil Kapoor	1.20	1) Review of inventory sheet and discussion with Thelma re queries in the inventory report2) Discussion with Chahna re PP list, Source deductions (Post receivership), draft advertisement among others3) Call with S. Title re National's taking control of operations, payment of vacation pay to Thelma, SH bidder updates among others
26-Aug-2021	Chahna Nathwani	.40	Call in with Maddie- Follow-up on Pulse Bank statements for A.Kapoor
26-Aug-2021	Chahna Nathwani	1.40	Source deduction calculation for Thelma, Patricia and Gunjan, updating/adding Prospective buyers
26-Aug-2021	Fatemah Khalfan	.60	Wire transfer details requested; requisition prepared; authorization sent to ML - National Pharmacy
26-Aug-2021	Fatemah Khalfan	.40	Wire prepared and sent to M. Lem
26-Aug-2021	Sheldon Title	.30	call with Sal, emails with Donna @ National and arrange payment to National; call from and email to Maddie re: request for duplicate TD bank statements relating to Pulse's accounts
27-Aug-2021	Chahna Nathwani	2.20	Updating Buyer's list, Called Marie for August Invoice, Gunjan's Extra hour pay calculation
27-Aug-2021	Chahna Nathwani	.70	Email sent to Stafiana regarding invoice, Call in with Diane Roberge for sept invoice rebate issue - Jamp Pharma, Call in with Marie for Bell invoice follow-up
27-Aug-2021	Fatemah Khalfan	.40	Wire edited (National Pharmacy) and sent to M. Lem
27-Aug-2021	Matthew Lem	.10	Wire authorization
30-Aug-2021	Chahna Nathwani	2.10	Call in with Maddie- td FOR BANK STATMENTS password issue, cheque requisition for Purolator, posting into Ascend, cheque processing, printing and mailing, LPG-52 invoices downloaded and reviewed for Aug end payment
30-Aug-2021	Fatemah Khalfan	.20	Posted wire disbursement (National Pharmacy) to Ascend
30-Aug-2021	Sheldon Title	.80	call with Surani; attend scheduled meeting with Surani and Sarsam--Sarsam no show; email to stalking horse bidder; email to/from interested party; further revisions to agreement and forward same to Surani
31-Aug-2021	Akhil Kapoor	.10	1) Discussion with Jeanne (MNP Partner) for prospective purchaser list for Pulse2) Glancing through Thelma's request for certain items
31-Aug-2021	Chahna Nathwani	.20	Wire transfer confirmation and posting into Ascend-2047944 Ontario Inc., follow-up email to Maddie regarding bank statements
31-Aug-2021	Chahna Nathwani	.30	Calculation and Cheque requisition of Thelma and Gunjan -Aug end pay stub
31-Aug-2021	Sheldon Title	.70	call with Surani re: T. Sarsam (vacation pay) and contract; call with Fell on same and sale process
01-Sep-2021	Akhil Kapoor	2.00	1) Reply to Shaun on his queries on o/s vacation pay for Thelma 2) Discussion re salary statements for Thelma and preparation of cheque for her while keeping Gunjan on hold as his inputs are required to process his hours (incl. overtime) 3) Discussion re Bell statement of account 4) Discussion re LPG account and the invoice received 5)
01-Sep-2021	Chahna Nathwani	.70	Email communication with Bell Mobility. The bill issued with June pre receivership amount, cheque requisitions for rent and bell, postings into Ascend
01-Sep-2021	Matthew Lem	.10	Arrange for transfer of funds
01-Sep-2021	Sheldon Title	.80	call to Kamila Figaszewska at CRA (left message) and follow up call with Kamila Figaszewska (RT002 and RPO02) and text to/from Fell on Sarsam vacation pay letter; review of bank account and forward email to arrange transfer of funds; emails exchange with Shaun Parsons, email from Caitlin re: vacation pay issue; call with Alim and Sal re: Saram's refusal to let Alim in to shadow her and approach to deal with it.
02-Sep-2021	Chahna Nathwani	1.10	call in with TD secured file customer care service regarding encrypt pdf accessing issue, Downloaded all statements provided by Maddie and review and saved

02-Sep-2021	Chahna Nathwani	3.20	Monthly payments- 1)Downloaded and reviewed 60 invoices of LPG-Preparation of chq req, posting into Ascend, 2) Call in with Bell- Ms. Marie regarding Aug detailed invoice confirmation-cheque requisition prepared for review-posting into Ascend, 3)Manually calculated payroll for Thelma-cheque requisition prepared for review-posting into Ascend-chq processing 4)Call in with Akhil regarding Gunjan's pay stub issue, 5)Call in with Jamp pharma regarding rebate/refund inquiry for Aug invoice 6)check-in/follow-ups with Alectra,Enbridge,Key2communication,Purolator for invoices, McKesson 6)chq req for Namili rent-posting into Ascend-chq,processing 7)Call in with Ms. Linda Woolcox regarding Jones Healthcare invoice, Updated tracker
02-Sep-2021	Sheldon Title	1.40	call with Fell * 3, call with Sal Surani before executing agreement, call with stalking horse bidder on negotiating terms of APA; review of marked up APA, execution of agreement, approving payments;
03-Sep-2021	Akhil Kapoor	1.00	1) Discussion re multiple invoice payments and wire transfer payments2) Discussion re SD amounts and HST amounts/returns and current status3) Emails re status of sale process, documents status among others
03-Sep-2021	Fatemah Khalfan	.40	Wire transfer authorized - LPG Pharmaceuticals
03-Sep-2021	Matthew Lem	.10	wire authorization
03-Sep-2021	Sheldon Title	.40	review of marked up version of APA and forward same to Fell with comments; approve payments
07-Sep-2021	Akhil Kapoor	.40	1) Discussion with Thelma re requirement of a medicine and ordering the same from Amazon. 2) Discussion with Chahna re status of multiple items
07-Sep-2021	Chahna Nathwani	1.10	Review sales process documents and prepare Draft Teaser
07-Sep-2021	Sheldon Title	.20	email to Thelma to advise of arrangements for additional support/staffing
08-Sep-2021	Akhil Kapoor	3.30	1) Discussion and review of prospective purchaser list and finalizing the same.2) Review of the draft ad and arranging the information to prepare for Business and Charter tomorrow3) Multiple discussions with Chahna re the sale process documents, timelines, documents to refer among others4) Emails with Thelma re AmerisourceBergen machine (after receiving an update from S. Title) and other important matters5) Discussion re o/s HST returns6) Discussion re follow up with Jamp to receive rebate of ~\$4.5k
08-Sep-2021	Chahna Nathwani	.80	Cheque requisition of A.Kapoor, Posting into Ascend. cheque processing ,Brief discussion regarding Sales Process worksheet
08-Sep-2021	Sheldon Title	.80	call with Surani; call with Fell; email to Kapoor to ask him to investigate service contractors for packmed machine; email to/from Kamila on status of 002 accounts
09-Sep-2021	Akhil Kapoor	4.00	1) Finalization of PP list and sharing with S. Title for review. Brief discussion re reaching out to other PPs2) Preparation of teaser for business and Charter and sharing with S. Title for review.3) Email comm with Thelma re contact for AmerisourceBergen and her cheque/pay stub4) Multiple discussions with S. Title and Chahna re sale process docs5) Multiple emails re Thelma's vacation pay agreement
09-Sep-2021	Chahna Nathwani	2.50	1) Call in with A.Kapoor on Advertisement Publications-Sales Process, 2) Call in with Amerisource Bergen for FastPak 330/520 3)Call in with A.Kapoor for Teaser 4)Communication/search for Advertisements 4) Cheque requisition of Alectra, posting into Ascend
09-Sep-2021	Sheldon Title	1.80	emails from/to Rakowski and Fell on changes to APA; review of purchaser list and comments to Kapoor on same and on advertisement; call with Surani on strategies re: movement of operations to National Pharmacy; call with Fell *3; further call with Sarani re: operational issues (20 mins)
10-Sep-2021	Akhil Kapoor	2.10	1) Discussion with Thelma re adjudication report, review of the report, her pay stub and salary payment among other details2) Emails and calls with Becker magazine re possibility on an advertisement on their magazine/website3) Discussion with Chahna re other ad options, payment of Thelma salary, Amerisource Bergen contact details among others4) Emails re payment of balance vacation pay (not covered by Release agreement) to Thelma and plan to pay it with salary and multiple emails re finalization of Release agreement5)

10-Sep-2021	Chahna Nathwani	.90	Call in with Manuela for Key2Communication invoice, call in with AmerisourceBergen for machine issue, Email communication with Thelma, Invoice tracker update
10-Sep-2021	Chahna Nathwani	2.50	Cheque requisitions for bell and National Pharmacy, Postings into Ascend, cheque processing, Calculating of Pay for Thelma and preparing Pay stub, Call in with Akhil regarding Advertising Quote, Follow-up with Advertising quotes for Sales process, call in with Stefaina regarding refund cheque and invoice of Jamp Pharma, Draft letter prepared regarding NDA-Terms of use for A.Kapoor's review
10-Sep-2021	Sheldon Title	.30	email to/from Kapoor on HST returns; provide Kapoor with reports; call with Surani; emails to/from Parsons/Kapoor related to Sarsam release
13-Sep-2021	Akhil Kapoor	4.10	1) Preparation of data room for the purpose of sale process of the business (Charter docs and further modifications to be uploaded/made tomorrow) and adding MNP Team members2) Preparation of Data Room Terms of Use and sharing with S. Title for review3) Communicating with advertisers for their quote on advertising the sale process (to continue tomorrow)4) Multiple calls with Chahna re the Sale Process docs5) Discussion with S. Title re handover of operations after Thelma goes on leave6) Confirmation on signing of Release agreement and advising Chahna to prepare salary and vacation pay cheque on Wed7) Discussion with Thelma re items required by her at the office (stationary, other items)8) Discussion with S. Title re status of Sale Process docs9)
13-Sep-2021	Chahna Nathwani	4.50	Advertisement follow-ups, uploading documents on Firmex, Call in with A.Kapoor for updates, Call in with Alectra regarding invoice outstanding and Account log in issue, Cheque requisition for Alectra, Posting into Ascend, Cheque Processing, Call in with A.Kapoor regarding HST calculation, HST calculated and prepared Excel file for Review, LPG-Separate calculation of HST(review more than 100 invoices)
13-Sep-2021	Fatemah Khalfan	.50	Authorized wire requisition; sent M. Lem for his authorization; forwarded both to C. Nathwani and A. Kapoor
13-Sep-2021	Sheldon Title	.80	call with Fell on status of Reikai's review of APA; call with Paul Rakowski on finalizing APA and to review/mark up of last version of APA and return to Fell; call with Surani *2; review of payments and email to Kusmirek on Bell Mobility accounts
14-Sep-2021	Akhil Kapoor	3.50	1) Multiple emails and calls re Sale Process documents and continuation of search and discussions with prospective ad. agencies for advertisement options2) Discussion with Thelma re requirements for the office and planning to order them by Wed3) Discussion with Chahna re payroll requirements, HST computation, updating source deductions among others4) Reviewing HST sheet and sharing with S. Title for review5) Updating S. Title about progress made on advertisements
14-Sep-2021	Chahna Nathwani	3.50	cheques printed, prepared packages for mailing, (Continued) HST report submitted to A.Kapoor (checked all invoices and calculated missing hst amounts in GL), invoice tracker updated, communication with Marie regarding September invoice, cheque requisition prepared for Bell - sept bill, posting into ascend, cheques printed and mailed out to Bell, Informed Marie regarding cheques, call in with Stafiana for Jamp rebate, update Advertising list based on Sal and Paul Rakowski's email, searching on websites and noted contact information
14-Sep-2021	Sheldon Title	.80	call with Mica Arlette; email to Rakowski/Surani on publications worthy of advertising in the pharmacy industry; emails with A. Surani and call to Paulette, the supplier of disposal services to Pulse re: quote and to make arrangement for supply
15-Sep-2021	Akhil Kapoor	3.00	1) Glancing through Thelma's vacation pay agreement as we need to prepare a cheque req for her2) Email comm with Thelma re items required, sale process among others3) Discussion with Pharmacy Times re their reach and charges for an ad on their website4) Following up with Martin for the pending data on Charter5) Call with OPA re if Pulse sale process can be advertised on their website
15-Sep-2021	Chahna Nathwani	2.60	Payroll preparation, Paystubs prepared, Cheque requisitions for payroll, posting into Ascend, cheque processing, HST payment, Source deduction payment, Call in with A.Kapoor for updates, Advertisement follow-ups for Sales process, Receipts posted into Ascend, Follow-up with Advertisement, search for new advertiser, call in with Akhil for brief discussion

15-Sep-2021	Fatemah Khalfan	.40	Email sent to ODB re change in bank account and why deposits are still being made to the old bank account
15-Sep-2021	Matthew Lem	.10	Attend to request funds transfer from TD
15-Sep-2021	Sheldon Title	1.70	call with Sal at National Pharmacy; call with Fell; conference call with Starnino, Fell, Charlotte re: Reikai call with Sal and Alim Surani, Thelma Sarsam
15-Sep-2021	Sheldon Title	.30	email to/from Parsons, call to Paulette (ECS); email re: transfer of funds
16-Sep-2021	Akhil Kapoor	4.00	1) Multiple research to find an ad option and receiving a quote from CSHP after having a call 2) Discussion re certain invoices 3) Reviewing Media Kit of CSHP 4) Call with a creditor (collection agency) and informing them about receivership 5) Reviewing Grand and Toy website to order certain items but it did not work 6) Other discussions re machine servicing and emailing an employee of AmerisourceBergen to let us know if they can service
16-Sep-2021	Akhil Kapoor	.50	1) Reviewing and ordering items - consumables, stationary, toner, cartridge and confirming Thelma 2) Checking with Thelma for another cartridge which is not available and asking for alternatives 3)
16-Sep-2021	Chahna Nathwani	2.70	cheque requisitions, payment, processing cheques and mailing - Updated tracker, Uploading documents on Firmex
16-Sep-2021	Patricia Ball	.10	Aug Bank Rec
17-Sep-2021	Akhil Kapoor	4.00	1) Preparation and finalisation of Thelma pay cheque and vacation pay cheque and determining the taxes to be deducted on pay cheque incl. vacation pay 2) Reviewing Thelma's pay stub (prepared by Chahna), making some changes and advising Chahna to share it with Thelma 3) Discussion with Shaun (Caitlin's office) to finalize the letter to be sent to Martin to require Pulse Charter information from him 4) Discussion with Canadian Society of Hospital Pharmacists for ad options 5) Discussion with S. Title re high fee charged by National 6)
17-Sep-2021	Chahna Nathwani	5.70	cheque requisitions, payment, processing cheques and mailing, calculation of vacation pay, preparation of pay stubs, email conversation with Thelma, Call in with A.Kapoor for Tax calculation for Thelma, downloading and reviewing 50 invoices for LPG
17-Sep-2021	Fatemah Khalfan	.80	3 Wire transfers authorized - ECS Cares, National Pharmacy and Thelma Sarsam
17-Sep-2021	Matthew Lem	.10	Attend to wire authorizations.
17-Sep-2021	Sheldon Title	.80	discussions with Fell on decision whether to seek court approval in view of various issues, email re: letter to M. Kusmirek from Parsons, authorize payments to various parties, call with Paul Rakowski on suite of services and potential meeting with Reikai Centre
20-Sep-2021	Akhil Kapoor	3.00	1) Discussion with Martin re requiring him to provide data for Pulse Charter, his support to run the machine among others 2) Discussion with Thelma re items to be ordered 3) Multiple calls and emails re data required, sale process among others 4) Discussion with OPA re ad options (to be continued) 5) Discussion with Caitlin's team re letter to be sent to Martin requiring him to provide the data 6) Informing S. Title re call with Martin
20-Sep-2021	Chahna Nathwani	1.50	Follow-up with Gunjan/Thelma for paystubs, bank statement reconciliation for payments, Call in with Maddie regarding Pulse statements (apart from Trust Account), downloading encrypt statements from Maddie's emails and seen it to A.Kapoor for review, call in with Akhil regarding updates on payment/source deductions/HST and advertisement, call attended -Bell regarding payment receipt
21-Sep-2021	Akhil Kapoor	3.30	1) Discussion re Sale Process, steps to be taken, sale process activities, ad options, draft advertisement among other 2) Discussion re invoices from suppliers 3) Ordering stuff as required by Thelma 4) Discussion re pending payroll for Gunjan and reviewing payroll information prepared for Thelma 4) Discussion re HST return for Pulse (post receivership), 5) Discussion re pending bank statements from TD due to which pre receivership HST returns could not be filed 6) Discussion with Thelma re requirement of auto med paper and confirming with her if she can train Alim and Vilma. 7) Discussion with OPA re ad options
21-Sep-2021	Chahna Nathwani	1.40	Call in with Maddie, Downloaded statements and compiling (took time due to downloading each page with Encrypt code), computation of salary and cheque requisition for Thelma, HST tracker updated
21-Sep-2021	Fatemah Khalfan	.30	Phone call with CRA re sending access codes for filing HST returns

21-Sep-2021	Sheldon Title	1.30	email and call with Sue Graham Nutter (follow on 9/20 call); call with Rakowski, call with S. Surani *2, email to Fell, call with CRA on 44 HST returns outstanding and email to Kapoor to follow up on the status of provision of info,
22-Sep-2021	Akhil Kapoor	1.00	1) Discussion with Chahna re pending bank statements from TD and follow up for the same2) Discussion re sale process, options available for advertisement 3) Review of Thelma's pay cheque
22-Sep-2021	Chahna Nathwani	1.20	email sent to Gunjan for Payroll, call with Stafania for Jamp Pharma Rebate follow-up, call in with A.Kapoor for updates and invoice tracker, prepared cheque requisition for Jamp Pharma, Posting into Ascend, call in with Maddie regarding bank statements- updates sent to Akhil, Downloaded bank statements received by Maddie (Encrypt individual files)
22-Sep-2021	Sheldon Title	.20	call with C Fell on status/process
23-Sep-2021	Akhil Kapoor	2.00	1) Discussion with Thelma and Alim and ordering Automed Paper and Ribbon from PDS Services, expediting delivery2) Discussion with Thelma re ordering certain products from National as they were not available with LPG of Mckesson3) Emails and calls with Chahna re ad options, sale process activities, invoices from suppliers among others4) providing PDS Service contact details to Alim to ensure he can order Automed paper next time
23-Sep-2021	Chahna Nathwani	2.00	Call in with Dave Schlapper PDS Services, LLC for placing the order, call in with John - Drugs store news regarding Pulse RX Charter advertisement, Finalising Thelma's salary and send it to Sheldon for review, email sent to Gunjan for hours, call in with Key2communication-email sent to AR department (CC A.Kapoor) regarding notice issued, call in with A.Kapoor regarding advertisement quote from Drug store news, call in with Canadian Healthcare- for quote-Left voicemails, revised calculation for Thelma and send it to S.Title for review
23-Sep-2021	Chahna Nathwani	.80	Cheque requisition for National Pharmacy, posting into Ascend, downloading encrypt bank statements from Maddie's email
23-Sep-2021	Fatemah Khalfan	.50	Emails exchanged with S. Title and M. Lem about the return of a wire (ECS Cares); emails exchanged with L. Perioris at TD Bank about why the wire was returned
23-Sep-2021	Fatemah Khalfan	.30	Email sent to ECS Cares for them to confirm their account number because wire was returned
23-Sep-2021	Sheldon Title	.80	email and call with Sal Surani on messaging to Reikai, attempted call with Thelma, Sal and Alim; return of ECS Cares wire; approve T. Sarsam payroll and email to Sarsam re: Gunjan's hours; call with Fell
24-Sep-2021	Akhil Kapoor	2.20	1) Discussion re Jamp rebate which was pending since 2 months and receipt of cheque of \$4.2k from them. 2) Detailed call and emails with Ad Company re about their services, target audience and requesting for detailed quote from them. 3) Discussion re status of courier from US to Pulse office (PDS - Automed paper) 4) Discussion re Gunjan hours 5) Discussion with Thelma re her pay cheque, T4, extra tax and CPP deducted and its implications among others
24-Sep-2021	Chahna Nathwani	5.50	Call in with Key2Communication-Manuela Bombardier regarding notice issued to Pulse RX for service suspension, email sent to S.Title and A.kapoor regarding the update of solving the issue, Email communication with Canadian Healthcare Network regarding Sales process and advertisement, Meeting attended with A.Kapoor and 3 associates (Donna Kerry and Nancy Dumont of Canadian HealthCare Network regarding Advertisement options, Email communication with Thelma regarding Gunjan's pay, detailed calculation of Gunjan's pay and send it to Akhil for review, McKesson invoices review and prepared excel worksheet and cheque requisition and send it to S.title for approval, call in with Akhil to discuss regarding CHN meeting, Email sent to Maximo Delacruz forL LPG payment, call in with Mastrangelo, Madelyn for remaining statements, Downloading Encrypt bank Statements and saved on WIP, email communication with Karen Marks-EsembleIQ regarding Advertisement- send it to Akhil, Jamp Pharma cheque requisition revised and send it to Sheldon for review, Receipt voucher prepared and send it to Sheldon and Akhil
24-Sep-2021	Fatemah Khalfan	.40	Wire authorized (LPG); sent to M. Lem
24-Sep-2021	Fatemah Khalfan	.30	Reviewed email received from ECS Cares about returned wire
24-Sep-2021	Matthew Lem	.10	wire authorization
24-Sep-2021	Sheldon Title	.50	call with Fell and review of contract prepared by Parsons and provide comments on same; call with Sal, email to/from Sarsam re: Gunjan's pay

25-Sep-2021	Sheldon Title	.20	email to Alim Surani
27-Sep-2021	Akhil Kapoor	2.00	1) Reviewing detailed email received from ad company to understand the various options- newsletters, wedge ads, direct emails among others and respective charges2) Discussions re payroll - Thelma, Gunjan and Patricia and scheduling couriers with Chahna's assistance3) Discussions re pending bank statements for Pre receivership period (required to prepare HST returns) and filing of post receivership HST returns
27-Sep-2021	Chahna Nathwani	.80	Follow-up call with Maddie- regarding statements, Downloaded Encrypt statements and send it to Akhil for review, Minutes of Book- saved separately with tabs for Firmex uploading
27-Sep-2021	Chahna Nathwani	3.00	Cheque requisition for McKesson- Review 30 invoices to eliminate paid invoices and send it to Sheldon for review, Called Dave from PDS regarding invoice and shipment details, call in with A.Kapoor regarding Gunjan's Pay, prepared cheque requisition, CRA calculation and send it to S.Title for review and approval, Thelma's chq posting into Ascend, Bank reconciliation for Wire entries and posted into Ascend - Jamp,LPG,Thelma's vacation pay, call in with A.Kapoor to discuss regarding Thelma's wire/Gunjan's calculation, Source deduction tracker and HST tracker reviewed and updated
27-Sep-2021	Fatemah Khalfan	.70	Emails and phone calls exchanged with L. Perioris (TD Bank) about returned wire; email sent to ECS Cares requesting complete wire information
27-Sep-2021	Sheldon Title	.90	call with Surani, review of firmex data room, email to Kapoor on supplementing data room; email to Fell; left msg for Shoniker
28-Sep-2021	Akhil Kapoor	2.00	1) Discussion re uploading docs in data room re minutes book (segregated into various parts), rent records, customer contracts among others2) Call with Ensemble IQ re understanding various advertisement options and the reach of the website to pharmacists, physicians and health care managers, pricing, availability among others3) Summarising notes of the call with ad company with Chahna's assistance and providing an update to S. Title4) Discussions with S. Title re status of discussions with Rekai, National and others
28-Sep-2021	Chahna Nathwani	4.20	Gunjan's cheque posting, cheque processing, printing and mailing, Patricia's cheque process and mailing, National post cheque posting, processing, printing and mailing, Jamp pharma posting into Ascend, Jamp pharma cheque depositing to TD bank, Bank statement reconciliation for Receipts and postings into Ascend, Sales process- Meeting with A.Kapoor and Mr. Scott from Canadian Healthcare Network regarding advertising quotes and in depth discussion, Notes prepared and sent it to A.Kapoor, Firemex uploadings for Minutes book, Contracts and Lease agreement, National Pharmacy cheque processing, printing and mailing, call in with A.kapoor regarding advertisement and Firmex, email sent to Gunjan, Thelma, Donna and Stefania for payment release, cheque requisition for Purolator, posting into Ascend, Revised cheque requisition for Jamp pharma as per Stefania's email, updated invoice tracker
28-Sep-2021	Fatemah Khalfan	.50	Emails exchanged with P. Matchen at ECS Cares about wire information
28-Sep-2021	Fatemah Khalfan	.50	Wire authorized for Jamp Pharmaceutical; sent to M. Lem; sent follow up email to M. Lem to hold of on authorizing wire
28-Sep-2021	Sheldon Title	.70	call with Fell; text msg Sal on status of Thelma transition; call with Shoniker on his inspecting fixed assets for potential liquidation; review/approval of various requisitions
29-Sep-2021	Akhil Kapoor	1.50	1) Discussion with Chahna re invoices to be paid for October, status and verifications among others2) Discussion with S. Title re status of discussions with Caitlin, Rekai, National and SH Bidder and timelines for Sale Proces3) Discussions re successful transition of activities from Thelma to National
29-Sep-2021	Chahna Nathwani	.80	Downloading Bank statements from Feb-Dec 2019 (Encrypt pdfs with separate pages)
29-Sep-2021	Chahna Nathwani	.40	Preparing Thelma's Paystub and send it to A.Kapoor for review
29-Sep-2021	Fatemah Khalfan	.40	Wire authorized for ECS Cares; sent to M. Lem
29-Sep-2021	Matthew Lem	.10	Wire authorization
29-Sep-2021	Sheldon Title	.70	email from Fell on comments on draft ads; call with Surani on Sarsam status; emails to Fell with draft language to send to Sarsam, email to Sarsam;

30-Sep-2021	Akhil Kapoor	1.20	1) Discussion with Chahna re requirement of contact details for PPs and follow up required with ad agency to check availability of space for the news letter2) Discussion with S. Title re emails with Thelma, calls with Reikai among others3) Email comm with Alim re items required from Amazon4) Emails and calls with Asset Services CEO and scheduling a visit at Pulse office for sale of assets
30-Sep-2021	Chahna Nathwani	.50	Call in with A.Kapoor regarding Potential buyer's list and further actions
30-Sep-2021	Chahna Nathwani	.50	cheque requisitions -to process, posting into ascend, email conversation with S.Title regarding Jamp pharma, updating invoice tracker
30-Sep-2021	Chahna Nathwani	.20	Brief email send to Mr. Scott- Canadian health care Network regarding advertisement dates and sending draft forms for signing in order to book the advertisement ad
30-Sep-2021	Chahna Nathwani	4.00	Call in to Potential Buyers (55 on the list)
30-Sep-2021	Fatemah Khalfan	.40	Modified wire to Jamp Pharmacy; sent authorization to M. Lem; received back; saved
30-Sep-2021	Matthew Lem	.10	wire authorization
30-Sep-2021	Sheldon Title	.80	call with Fell on Reikai/Thelma; email from Sarsam, email to National to get their views on email from Sarsam, call with Fell after email from Sarsam, including request for resignation as director; call with OCP on issue of not having a director during receivership and their confirming a director is not required and discussion concerning the pre-1954 charter and its involvement in providing a letter to a purchaser confirming the charter is valid; call with Surani and emails/call with Fell
01-Oct-2021	Akhil Kapoor	1.00	1) Sale process discussion and preparing a roadmap for the next 2 weeks2) Discussion with S. Title re Thelma's pay cheque and ROE prep requirement3) Discussion with Alim re items required and ordering them from Amazon
01-Oct-2021	Chahna Nathwani	.10	bank Reconciliation for Sept
01-Oct-2021	Fatemah Khalfan	.40	Received inquiry from C. Nathwani about a posting done on September 29, 2021; looked into it and sent reply
01-Oct-2021	Fatemah Khalfan	.20	Posted wire transfer to Ascend (ECS Cares)
01-Oct-2021	Sheldon Title	1.00	call with Sue Graham Nutter, email from Thelma on her last day; call with Fell
04-Oct-2021	Akhil Kapoor	1.00	1) Discussion with S. Title re dates available for CHN Newsletter ad and shortlisting a few of them2) Finalizing dates of ads - doctors, pharmacists and healthcare managers with CHN3)
04-Oct-2021	Chahna Nathwani	1.40	Cheque requisitions prepared for S.Title to review, Postings into Ascend, Cheques processing, updating tracker, cheques mailing, call in with Mr. Scott- Administrator for Canadian Healthcare Network regarding revised dates- email sent to A.Kapoor for an update, calculation of Thelma's pay, prepared pay stub and cheque requisition and sent it to A.Kapoor for review along with Excel worksheet, email sent to Stefaina for wire payment update
05-Oct-2021	Akhil Kapoor	3.70	1) Meeting Glen (Asset appraisal company head) at Pulse office and detailed discussion re all the assets at the office incl. machine, server, networking among others in order to find liquidation/sale value of assets2) Discussion with Alim re certain issues at the office incl. his requirements of automted paper, other stuff3) Discussion re Thelma pay, HST information, status of ad with CHN among others4) Glancing through Pulse HST draft return prepared 5) Detailed discussion with Alim re money owed from residents on account of non-submission of bills to them and the quantum of funds lost due to non-billing 6) Reviewing Thelma's last pay cheque and advising certain changes7)
05-Oct-2021	Chahna Nathwani	.50	Revised calculations for Thelma and pay stub prepared, Cheque requisition for Akhil and sent for review, cheque processing and posting into Ascend
05-Oct-2021	Fatemah Khalfan	.70	Reviewed figures for two HST periods; compiled and sent to A. Kapoor of review
05-Oct-2021	Sheldon Title	.60	receipt of revisions to schedule d (scope of services/contract) from Charlotte Calon, and email to Fell, call with Rakowski and email to follow on providing blacklined scope of services, call with Sal Surani; email with PP referred by CWB

06-Oct-2021	Akhil Kapoor	3.00	1) Discussion with Thelma re her pay stub, ROE and salary for the last pay period2) Discussion with Alim re issues in server, Kroll set up, dependency on Martin for passwords among others3) Discussion with S. Title re Alim's IT concerns and planning to involve MNP IT team as National is not obligated to fix IT issues4) Email comm with Chahna re internet bills5) Reviewing the HST ITCs detailed back up for the months of June through Sep 20216) Email comm with Martin re Bell renewal for Pulse domain7) Discussion with Alim re parking ticke received by driver as it took extra time at one of the RHs8) Requirement to sign CHN's agreement for the purpose of advertisement through their newsletter9) Discussion re Purolator invoices10) Receipt of draft service agreements between RH and pulse11) Email comm with other advertisement agencies and explaining them the rationale for not selecting them
06-Oct-2021	Chahna Nathwani	3.50	Call in with Akhil to discuss HST, sales process, email communication with Scott regarding dates, draft and invoice, detailed email sent to Akhil regarding rectification of HST entries, Email reply to Nesci, Ortie - Purolator, Thelma's pay revised as per Sheldon and resend it the calculation, Call in with Patricia regarding Journal entries inputting into Ascend, Worksheet prepared for HST rectification, Disbursement entries postings into Ascend, Process cheques, Brief Report prepared for HST and sent it to Akhil
06-Oct-2021	Sheldon Title	.10	approve payments to landlord/Thelma
07-Oct-2021	Akhil Kapoor	3.00	1) Invoices received from Bell and understanding the various components included in there incl. payment terms2) Setting up a call with National IT 3) Multiple emails and finally obtaining S. Canada ROE web access to prepare Thelma's ROE 4) Discussion with Alim re collection of a cheque from a pharma company 5) Discussion re invoice for hard drive 6) Discussion re agreement/insertion order with CHN 6) Discussion with Alim re paper delivery
07-Oct-2021	Chahna Nathwani	4.50	Revised pay stub prepared and sent it to Thelma, update tracker, cheque prepared for Alectra and sent it for approval, posting into Ascend, email sent to Max regarding payment, checked website of Alectra Enbridge and LPG for invoices, Call in with CRA-ROE department for Registration, Call in with A.Kapoor regarding updates on ROE, Registration started, call in with Ariel for ROE, Downloaded all invoices from 16-30 Sept LPG and reviewed 46 invoices, call in to Bell internet , call Bell and understand their services and the charges. Explain them about receivership and ask for monthly renewal instead of annual renewals as we are not going to operate for the next 1 year. .Call in with Alectra for the issue regarding cheque deposit, Call in to TD-Markham branch to stop payment for chq 37-Alectra, Call in with Akhil for HST table and calculation.
07-Oct-2021	Fatemah Khalfan	.40	Printed two cheques and mailed out
07-Oct-2021	Sheldon Title	.20	call with PP and monitoring emails from Reikai and from Fell to Rakowski
08-Oct-2021	Akhil Kapoor	3.20	1) Discussion with Alim re items required by him and also discussed ECS quote to ensure it matches their specific needs 2) Discussion re Pulse CRA access code and planning to file HST returns 3) Reviewing HST reports prepared for each month from June through September 2021 4) Discussion re revised insertion order (agreement) with CHN for the newsletter ad for Pulse Charter 5) Discussion with National IT re certain IT issues at Pulse office
08-Oct-2021	Chahna Nathwani	1.50	Brief Call with A.Kapoor regarding advertisement and ROE registration (Continue), finalising invoice with Scott and sent it to A.Kapoor for review
08-Oct-2021	Chahna Nathwani	.60	Communication with Scott-Canadian Healthcare Network for advertising dates.
08-Oct-2021	Chahna Nathwani	1.50	Rectification entries for HST filling- Brief report prepared and sent it to A.Kapoor for filing, Back up outstanding invoices downloaded from the website-LPG for Future reference.
08-Oct-2021	Sheldon Title	.20	call with Paulette at ESC Cares re: additional scope of work associated with order, email to Ailm Surani to advise of same & for him to contact ESC Cares,

12-Oct-2021	Akhil Kapoor	4.50	1) Call with S. Title and Deborah re next steps on sale process, advertisement, issues with Homes, previous owner, involvement of National among others2) Call with National team lead re requirement for addl. staff, billing issues with residents and the delay, requirement to take back up of server data among others3) Discussion with Chahna re ROE status 4) Discussion with Alim and National IT person re requirement to create back up, quote for hard drive among others and updating S. Title about it 5) Discussion with S. Title re his queries in HST returns incl. information on HST for over the counter products, certain other entries 6) Discussion with Chahna and rectifying a few mistakes in ITCs and also enquiring with Alim for HST on over the counter products 7) Discussion re LPG invoices 8) Email comm re ECS Cares order 9) discussion with S. Title re addl staff required at Pulse office to manage operations and to initiate a call with S. Surani to discuss it
12-Oct-2021	Chahna Nathwani	2.30	Downloaded more than 100 invoices for preparing cheque requisition and HST revised entries, made changes into Ascend for HST entries, call in with A.Kapoor for HST, email conversion with Thelma regarding pay with A.Kapoor, downloading bank statement and updating Ascend (reconciliation)
12-Oct-2021	Chahna Nathwani	.60	cheque requisitions for National Pharmacy and LPG, postings into Ascend
12-Oct-2021	Deborah Hornbostel	1.20	Discussions with Sheldon and Akhil re status of file issues and plans for sales process, meeting with them and Sal Surani of National Pharmacy to discuss staffing requirements and billing and security issues.
12-Oct-2021	Fatemah Khalfan	.20	Reviewed emails exchanged between S. Title and A. Kapoor on HST returns to be filed
12-Oct-2021	Sheldon Title	.50	meeting Hornbostel and Kapoor
12-Oct-2021	Sheldon Title	1.50	call with Surani, Kapoor and Hornbostel (staffing, sale process, IT related issues); call with Fell, review and approve LPG invoice payment and email from/to Donna at National with invoices; review post-receivership HST calculations and provide comments to Kapoor on same
13-Oct-2021	Akhil Kapoor	4.30	1) Discussion with Alim re Automated paper and supplier's contact information2) ROE for Thelma-obtaining access through S. Canada and working on it. Email comm with her re her ROE3) Getting ready for the Sale Process, preparing required documents4) Discussion re National Pharmacy payment5) Draft ad for sale process and communication with CHN for Newsletter6) Discussion with Alim re taxi booking for emergency medicine delivery7) Discussion re invoices received from National and reasons for increase in their fees and reimbursements8) Call with Sal to discuss reasons for the increase in National's invoices9) Discussion and receipt of adjudication report for the period June 10 through Oct 10 from Alim
13-Oct-2021	Chahna Nathwani	2.50	Edited and updated Teaser for Sales process and sent it to A.KApoor for review, Call in with Scott regards to Draft version for CHN digital team reviews, call in with A.Kapoor regarding National invoices, prepared wire requisitions for S.Title's review, Updating Firmex as per A.Kapoor's email, call in with CRA- ROE department for Thelma's ROE issue, Posting disbursement into Ascend, updated invoice tracker, prepared additional cheque requisitions for National Pharmacy as per S.Title's email, Printed cheques and mailed out - Out of Pocket-A.Kapoor, email sent to Maximo De la Cruz regarding payment releasing,
13-Oct-2021	Fatemah Khalfan	.50	Wire authorized to LPG Pharmaceutical; sent to M. Lem; received his authorization back; update sent to C. Nathwani and A. Kapoor
13-Oct-2021	Matthew Lem	.10	wire authorization
13-Oct-2021	Sheldon Title	.60	email to C. Fell, S. Parsons with the signed stalking horse bid, request for new deadline dates, NDA, etc; email to Rakowski; email with Kapoor on National invoices
14-Oct-2021	Akhil Kapoor	5.00	1) Discussion with S. Title and Deborah re NDA requirement- 2 sets, one for business and one for Charter, preparation and finalization of the two NDAs2) Discussion re revision in ad to be published in CHN Newsletter3) Related discussions with Key 2 among others for their account status, continuation of services among others4) Discussion re Thelma ROE and related issues5) Discussion re change in bid deadline dates and revising the docs6) Employee pay cheque and related discussions7) Receipt of revised service agreements (with one RH) from Caitlin. Also received and reviewed sales process document

14-Oct-2021	Chahna Nathwani	3.80	Prepared cheque requisition for Patricia with calculations, communication with Luisa-McKesson for outstanding invoices, Preparation of ROE by CRA website, wire transfer preparations for National Pharmacy and send it to S.Title for approving, email sent to Fatemah directing the Wire payments
14-Oct-2021	Deborah Hornbostel	2.80	Review o/s matters with S.Title, amend draft advertisement for Charter and circulate, tc with Sal re salary cost reduction options, review draft NDA from Caitlin, review Carex NDA, prepare two separate versions, circulate to Sheldon and Caitlin for comments
14-Oct-2021	Sheldon Title	.60	call with Surani, Hornbostel and Kapoor; call with Fell
15-Oct-2021	Akhil Kapoor	6.00	1) Finalization of draft ad, NDA, multiple emails and calls with S. Title, Deborah on the matter 2) Finalization of data room incl. sale process docs, stalking horse agreement, APA template, data room terms of use among others 3) Building the PP list with new additions and finalization of the list for business sale and Charter sale 4) Discussion with Chahna re adding lawyers in the PP list 5) Sending an email to PP list - Business sale and Charter sale 6) Discussion with a few PPs who are interested in business and Charter and sending them NDA 7) Receipt of NDA from a few PPs 7) Email comm with Jim re forwarding NDA and teaser to his contacts *) Machine break down and related communication with Sal, Alim, S. Title and Deborah
15-Oct-2021	Chahna Nathwani	.50	Back and forth communication with Scott - CHN for Drafts and revised orders
15-Oct-2021	Deborah Hornbostel	2.50	Review matters to be finalized in order to commence sales process with Akhil and Sheldon, review of comments from Caitlin and Shaun re NDAs, clarify info with them and finalize and prepare for data room, review ad set for publication and discuss required revisions with Akhil, review teaser email listing and review/supervise various other documents being finalized for data room, review and respond to various related and operational emails, review final teasers prior to issuance
15-Oct-2021	Sheldon Title	1.70	email * 2 to Graham Nutter re: responding to her on timing of sale process and to obtain PP contact info, review of PP list and supplement; approval of Alectra payment; final review of advertisement; email to Kapoor on Key2 payment; email to Fell to request template APAs; final review of teaser and sale process procedures; calls and emails with Kapoor on emails from A. Surani on state of Automated machine, fax machine; final review of data room and offer comments to Kapoor; emails to/from Chagnon and Arlette on sale process
16-Oct-2021	Deborah Hornbostel	.40	Review various emails regarding password and server issues and the operational issues raised by Alim, banking issues, Martin access and cooperation, lock changes etc.
16-Oct-2021	Sheldon Title	.30	receipt of statement from LPG, email to team to process payment, transfer funds from TD, and update; call to Wyett (left msg); email to Kapoor on Kusmirek
17-Oct-2021	Akhil Kapoor	2.10	1) Multiple emails with S. Title re Pulse issues - machine fixing update, data requirements from Martin and action items, National's concerns about server and Kroll passwords, data room updates among others 2) Emails with PPs re NDA requests, data room requests among others 3) Emails with Chahna re Thelma's ROE, lawyer's email address for sending them the teaser, status of ad proof among others
17-Oct-2021	Deborah Hornbostel	.90	Review various emails re site issues and sales process and discuss with Sheldon, email to Chris Crofoot re client meeting
17-Oct-2021	Matthew Lem	.10	approve requisitions; attend to arrange transfer of funds from TD;
18-Oct-2021	Akhil Kapoor	5.00	1) Finalisation of data room re creating an index, uploading pending data among others 2) ROE for Thelma, discussion re missing entries, reviewing the online form, rechecking all computations and related matters 3) Providing DR access to PPs and reviewing and saving NDAs 4) DR update 5) Bell connection issues and related discussions 6) Discussion with CHN re draft ad after multiple iterations and finalization of content and dates 7) Email comm with Glen re his opinion on the asset values (machine, server and other assets at the Pulse office) 8) Discussion with MNP IT team re issues at Pulse office and requesting them for a solution

18-Oct-2021	Chahna Nathwani	3.10	Prepared Excel worksheet for ROE calculation, revised form for ROE and sent it to A.Kapoor for final review, call in with Bell-Marie for cancellation of 3 lines except Martin's, call in with Scott- CHN for the final draft and send it to A.KApoor and Deborah for review and signing, Updated Ascend on receipt side and report sent it to S.Title,, Prepared cheque requisition for Key2communication and Alectra for Sheldon's review, Posted disbursement entries into Ascend, cheques proceed for E-Signature, email sent to Fatemah regarding wire payment, posted into Ascend, cheque processing for Patricia's salary, source deduction table updated for t4 purpose, call in with CRA-ROE department
18-Oct-2021	Deborah Hornbostel	2.10	Updates with Akhil re operational site issues with National, Insolvency Insider posting, Data Room, teaser issuance etc.Tc from party to discuss pre-54 charter, review amended draft publication ad re Charter, suggest and approve amendment, prepare execution of ad approval, update from Akhil re conversation with Sal on operation issues, tc from party re specific potential purchaser, review introductory email re same, review National Pharmacy agreement
18-Oct-2021	Fatemah Khalfan	.50	Sent wire to M. Lem for signature; authorized 3 wire transfers - 2 x National Pharmacy and one for LPG;
18-Oct-2021	Matthew Lem	.20	Attend to wire authorizations; approve requestions;
19-Oct-2021	Akhil Kapoor	1.50	1) Preparing detailed lawyer list practicing in health care law (41 lawyers) from Best Lawyers website. 2) Discussion with Chahna to prepare information for the remaining 17 lawyers and a few other PPs
19-Oct-2021	Akhil Kapoor	4.00	1) Finalization of ROE (draft) with a few queries and sharing with Thelma 2) Discussion re Bell and lines- discontinuation of some lines and keeping a few lines active 2) Discussion with Alim re IT issues, residence billings, Internet and phone lines, ECS Cares3) Discussion with PPs re their queries on sale process
19-Oct-2021	Chahna Nathwani	.50	call in with A.Kapoor for file work
19-Oct-2021	Chahna Nathwani	1.50	updating health care lawyers list as per A.Kapoor's direction, call to Bell various numbers for urgent activation, cheque requisition for out of the pocket- Patricia, posting into Ascend
19-Oct-2021	Chahna Nathwani	.70	email sent to Thelma regarding ROE query, Call in with Bell (as per their request via email), call with Marie for Pulse Fax numbers and cancellation details (as per A.KApoor's instructions)
19-Oct-2021	Deborah Hornbostel	.40	Review and respond to emails from L. Corne, update from Akhil re site issues status, prepare complete Sales Process Doc for issuance, review data room updates
19-Oct-2021	Fatemah Khalfan	.50	Posted 3 wire disbursements to Ascend
19-Oct-2021	Fatemah Khalfan	.50	Checked TD accounts for receipt of funds; confirmed; sent out confirmation; posted to Ascend
20-Oct-2021	Akhil Kapoor	4.00	1) Email comm and discussion with National IT about their message for networking and server concerns and advising him to speak with Sal and provide a comprehensive status2) Discussion with PPs re their queries, DR access among others3) Finalization and sharing Thelma ROE with her4) Discussion with PPs re DR material5) Discussion re Bell accounts which needs to be continued/ discontinued6) Discussion with Deborah re finalization of Charter ad for Insolvency Insider7) Email comm with Alim re purchase of items for the Pulse office
20-Oct-2021	Chahna Nathwani	.50	Call in with Patricia, Posted rectification entries
20-Oct-2021	Chahna Nathwani	2.10	Call in with Marie-Bell Account representative for resolving the issue with the transfer of Martin's cell phone, call in with Scott for asking a tear sheet, call in with Stephen Kirou-Sales representative for Bell-Transfers, call in with CRA_ROE regards to Amendment process and Assumption for past 6 paystubs, Processing and Submitting ROE online
20-Oct-2021	Chahna Nathwani	.70	Printed all cheques, prepared for mailing, email sent to respective vendors regarding the payment
20-Oct-2021	Deborah Hornbostel	.70	Email to Caitlin for share purchase agreement status, review and amend draft ad for Insolvency Insider, update from Akhil re various site issues, email NDAs to PP, sign disbursement, review emails from Nalim of National and S. Title and respond, review email from Caitlin
20-Oct-2021	Fatemah Khalfan	.80	Corrections/edits to receipt and disbursements in Ascend; emails exchanged with P. Ball and C. Nathwani
20-Oct-2021	Patricia Ball	.10	Sept Bank Rec - issues

21-Oct-2021	Akhil Kapoor	.50	1) Updating S. Title about the sale process, NDAs signed, DR access among others2) Email comm with Nimal and Sal re status of back up, requirement of PWs from Martin among others
21-Oct-2021	Akhil Kapoor	3.60	1) Discussion with Deborah re status of the file, IT back up, her discussion with a PP.2) Emails and calls with PPs re NDA, DR access, business vs Charter enquiries among others3) Calls with Alim re ongoing issues4) Verifying about domain and lines to ensure they remain active5) Update from MNP IT re assistance required to understand Co's IT issues 6) Discussion with S. Title re new PPs7) Going through the newsletter sent by CHN to doctors for advertising the Charter
21-Oct-2021	Chahna Nathwani	.50	call in to various PPs for email addresses for A.Kapoor
21-Oct-2021	Chahna Nathwani	3.10	Downloaded 50 invoices for LPG, reviewed all invoices and prepared wire requisitions for the approval, Prepared lawyer's addresses for A.Kapoor and sent the worksheet to his review.
21-Oct-2021	Chahna Nathwani	.20	cheque requisition for bell mobility, posting into ascend
21-Oct-2021	Deborah Hornbostel	.30	Review NDA and Teaser issuance status, review email from prospective purchaser and L. Corne, update from Sal of National
22-Oct-2021	Akhil Kapoor	3.00	1) Discussion with Alim re hours for employees whom MNP has to pay2) Discussion with Alim and National IT re Key 2, Bell, server back up among others3) Email comm with Deborah and Caitlin and sharing by laws of Pulse with them4) Calls and emails with a few PPs before they signed the NDA and their queries if they have access to Pulse Business opportunity5) Discussions and receipt of APA for Pulse Charter and uploading the same in data room6)
22-Oct-2021	Deborah Hornbostel	1.80	Review draft Share Purchase Agreement from Caitlin Fell, provide her with copies of the share registers from the minute book, provide complete Sales Process document to Akhil for compiling to APA and placement in data room, review email from Caitlin re Class A shares, review minute book in detail and provide her with info re Class B shares issued, review and respond to her further request, review emails from Akhil and National re site issues
25-Oct-2021	Akhil Kapoor	6.00	1) Multiple emails and calls with PPs (5-7 of them) and resolving their concerns, providing them teaser and NDA, receipt of signed NDA and providing data room access to them2) Updating the trackers maintained for the sale process3) Call with Deborah re concerns in filing HST returns, other issues re operations at Pulse handled by National, opportunity to review Pulse office (Martin) to arrange addl. docs4) Email comm with Nimal re back up created for Kroll and concerns re Domain Controller server and network devices5) Call with Sal re his queries in the data room, providing access to his lawyers among others6) Discussion with Chahna re arranging Corporate Profile report7) Email comm re pending HST returns8) Call with Alim to remind him about o/s reports from Kroll for HST, Gunjan and Evan hours among others9) Updating S. Title about discussion with PWC and their request list10) Discussion with Caitlin and sharing multiple docs with her re Minutes Book11) Discussion with Chahna re preparing cash flow projections
25-Oct-2021	Chahna Nathwani	.60	Call in with Key2Communication regarding slow internet issue as per Alim, Ascend file update under receipts, Call attended from Marie regarding Bell-Activa lines, email sent to Maddie regarding bank statements
25-Oct-2021	Deborah Hornbostel	.70	Email exchange with PP re Teaser, email to PP, review update from Sal re back up server and passwords, review email from Kamila re HST o/s filings, discussion with Akhil re same and books and records available
26-Oct-2021	Akhil Kapoor	4.10	1) Discussion with PPs re their queries in the sale process and emails and calls with them2) Providing VDR access to new PPs who have provided a signed NDA copy3) Updating the PP tracker, NDA tracker among others4) Emails and calls with S. Surani, National, re updates on operations and their queries on the sale process5) Email comm re ECS Cares and related concerns6) Discussion re Corporate profile of Pulse and uploading it in the data room 6) Discussion re password requirements from Martin and update on Kroll back up
26-Oct-2021	Chahna Nathwani	.20	cheque requisitions for Jamp pharma and bell, postings into Ascend
26-Oct-2021	Sheldon Title	1.10	call with Mica Arlette of PWC re: PP; call with Fell; emails with Parsons on corporate profile report, review of corporate profile report, email from ESC Cares about its reluctance of doing business with Alim and response thereto

27-Oct-2021	Akhil Kapoor	3.00	1) Call with Alim re HST reports, time sheet of employees, information required from Martin, machine update, his expense reimbursements, visit plan on Friday, resident billing among others 2) Call with Deborah and S. Title re password and related issues, status of sale process, word of mouth publicity among others3) Discussion re approval of certain payments4) Discussion re College's letter to be provided to prospective purchaser and sharing NDA for business with another PP5) Discussion with CRA re pending information and requirement from them to share payroll records and CT returns and audit reports6) Following up with Alim re data requirements from a PP7) Discussion with Alim re ECS Cares order
27-Oct-2021	Chahna Nathwani	2.80	invoices downloading for LPG and review, invoices downloading for McKesson and review the list provided by Ms. Luise for outstanding payment and compare the list with previous payments to eliminate duplicate payments, wire requisition for McKesson, posting into ascend, cheque requisition for Namli-Rent for November month, call attended of Ms. Stefaina regarding rebate and invoice payment for Jamp pharma, called Abel taxi regards to maintain the account, updated invoice tracker
27-Oct-2021	Deborah Hornbostel	1.30	Review prospective purchaser list, research medical clinics, contact PP, mtg with Sheldon and Akhil to review o/s issues, email to Jim Chagnon,
27-Oct-2021	Sheldon Title	.40	call with Arlette; call with Ontario College of Pharmacists; approval of various requisitions
28-Oct-2021	Akhil Kapoor	3.40	1) Call with CRA re information available with them on CT returns, payroll records and confirmation that they are sending the information through mail/fax to MNP. Updating S. Title about it2) Detailed conversation re going to Pulse office, reviewing the docs available at Martin's office without informing him and its implications3) Discussion with Deborah and understanding the changes made in the cover letter4) Discussion with Deborah re changes made by a PP in NDA for business and further discussion with S. Title5) Discussion re Purolator issues and resolving them6) Discussion re National's invoice and related queries7) Discussion re status of ad submission, impact among others
28-Oct-2021	Chahna Nathwani	.10	Cheque processing into Ascend
28-Oct-2021	Chahna Nathwani	1.70	Printed cheques and prepared for mailing, cheque requisition for Eva's salary and Purolator, postings into Ascend, preparation of source deduction table for Eva for future payment of CPP and EI, email sent to Mike for Rent payment, call to Purolator regarding account suspension as per Alim's email, investigated and resolved the issue, email sent to Akhil and Alim for updating, prepared mailing package for Thelma for ROE
28-Oct-2021	Deborah Hornbostel	1.00	Review and respond to email from Jim Chagnon, review PP list to date, review proposed NDA changes by PP and discuss with Akhil for further info, emails with Sheldon re same
28-Oct-2021	Sheldon Title	.90	call with Sal Surani on sale process/status of operations; emails with Akhil on his site visit to Zenway scheduled for Friday
29-Oct-2021	Akhil Kapoor	4.00	1) Reviewing the documents in Martin's office and taking out CRA, Telus, WSIB, Policy Manual among other documents2) Multiple discussions with Alim re Kroll and its access, networking in the office, requirements, employee hours, delivery of meds at homes, ECS Cares among others3) Discussion with ECS Cares team re requirements of Disposal and Supply at Pulse office4) Providing update to S. Title and Deborah re visit to Pulse office5) Providing employee details to Chahna for payroll processing6) Discussion with Deborah re Pulse business PPs7) Generating reports from Kroll as per PPs requirement8) Discussion and generating reports from Kroll for HST (to be continued)9) Discussion with a PP re NDA for business
29-Oct-2021	Deborah Hornbostel	1.00	Emails and tcs with Akhil re attendance onsite to retrieve records, update ST, discussion with Akhil re PPs and email to same re Charter and Business sales processes
29-Oct-2021	Fatemah Khalfan	.70	Wire authorization done - Jamp Pharmacy - sent to M. Lem; received M. Lem's authorization and sent to C. Nathwani and A. Kapoor; received signed wire requisition from S. Title
29-Oct-2021	Matthew Lem	.10	wire authorization
29-Oct-2021	Sheldon Title	.80	call with Wyatt; call with Arlette re: his client's request for stalking horse bid; call with Fell on same
01-Nov-2021	Akhil Kapoor	1.00	1) Multiple calls with PPs re their VDR access and queries2) Discussion re setting up ECS Cares service 3) Discussion re Gunjan's hours 3) Discussion with Sal re payment to contractors

01-Nov-2021	Chahna Nathwani	.50	Call in with Akhil regarding file updates and source deductions, updated the table for Akhil to review
01-Nov-2021	Chahna Nathwani	1.80	cheque requisition for LPG - reviewing all invoices 16 to 31 oct with bifurcating hst amount to total amounts, posting into Ascend, processing cheques for Purolator and Evan's salary, communication with Purolator's AP department regards to the payment, receipts updating -reconciliation, call in to WSIB regarding receivership information as per statement received by Akhil- email sent as per instructions, call in to Telus regards to informing Receivership (invoice received by Akhil), email sent as per instructions
01-Nov-2021	Sheldon Title	.20	approval of payments
02-Nov-2021	Akhil Kapoor	2.00	1) Discussion with a PP re NDA to be signed by 10 people individually unless they are part of the same company who has signed the NDA
02-Nov-2021	Chahna Nathwani	1.90	calculation of salaries of Gunjan and Evan, posting into Ascend, preparation of Source deduction tables for CRA payment, printing cheques of Purolator, McKesson and send it through mail, emails sent for payment information, call in with Akhil regarding out of pocet expense, downloaded statements and sent it to Akhil for HST, Call in with Maddie regarding full bank statements requisition, checked with Zoom polling and sent information to A.Kapoor, updated invoice tracker
02-Nov-2021	Deborah Hornbostel	.30	Review CRA notice re DAS claim and supporting documentation
02-Nov-2021	Fatemah Khalfan	.50	Monitored TD Bank account for receipt of a deposit we were expecting; sent email out upon receipt
02-Nov-2021	Sheldon Title	.10	email to Akhil on notional assessment of HST and need to file actual post receivership returns
03-Nov-2021	Akhil Kapoor	2.00	Day today management of operations and discussion re addl. requirements2) Discussion re NDA requirements and each party has to sign its own NDA
03-Nov-2021	Chahna Nathwani	.30	postings into Ascend and cheques processing
03-Nov-2021	Deborah Hornbostel	.30	Track down PP business development rep and leave vm
04-Nov-2021	Chahna Nathwani	.30	Cheque processing and scheduling for a courier
05-Nov-2021	Akhil Kapoor	1.20	1) Discussion with S. Title re pending Bell transfer agreements and status2) Discussion with Jerry re two lawyers who may have who would be interested in buying the Charter and sharing info with them3) Multiple emails and calls re payment to ECS Cares
05-Nov-2021	Chahna Nathwani	.10	Call in to Gia for tracking details for Evan's cheque as per AK
05-Nov-2021	Fatemah Khalfan	.60	Prepared wire requisition; sent to S. Title; received back; authorized wire and sent to M. Lem; received back, posted wire to Ascend
05-Nov-2021	Matthew Lem	.10	wire authorization
05-Nov-2021	Sheldon Title	.10	call with Sal
08-Nov-2021	Akhil Kapoor	1.60	1) Email comm with a PP re Charter queries2) Discussion re salaries to be paid to certain employees3) Discussion re pick up of machines and server upon closing4) Discussion re pending bank statements and costs involved after enquiring with TD5) Emails and calls re hours to be submitted for employees6) Review of expense reimbursement bills7) Review of Ensemble IQ invoices
08-Nov-2021	Deborah Hornbostel	.30	Review various emails regarding draft SOAs and related discussion with S.Title
08-Nov-2021	Sheldon Title	.50	call with Sal on status/offer, email with Key2 on additional bandwidth; email exchange with Rakowski
09-Nov-2021	Akhil Kapoor	2.20	1) Reminding PPs about the due data for submission of offers2) Multiple emails and calls with PPs re their queries3) Discussion with Alim re certain employee hours
09-Nov-2021	Chahna Nathwani	1.40	emails search and updating the prospective BB list and sent it to AK, zoom link details sent to AK, call in to KEy2 for speed reduction issue (for Alim) and updated AK
09-Nov-2021	Deborah Hornbostel	5.90	Review file material and commence drafting of first court report
09-Nov-2021	Fatemah Khalfan	1.00	Vanity URL created; several emails exchanged with K. Petryk on this
09-Nov-2021	Sheldon Title	.40	call with Sal on stalking horse bid; emails with Fell on auction process and email to Kapoor on tax info being added to data room

10-Nov-2021	Akhil Kapoor	2.70	1) Discussion re out of pocket expenses for Alim2) Email comm and calls with Deborah and S. Title re CT return and audit for 2014, its findings and discussion re docs to be uploaded in VDR3) Discussion re query from a PP re operations of the company in May 1954 in order to be eligible for the license and discussion with S. Title about it and his advice to connect with the College for this query4) Discussion with ECS Cares re scheduling the service to pick up medical wastes tomorrow and related discussions with Alim5) Discussion re submission of bid doc by National6) Email comm with a Charter PP about operations of the company dating back to 1954 7) Reviewing tax docs (obtained from Martin's office), reviewing them and updating S. Title and Deborah about it 8) Discussion re purchase of cameras for Pulse office
10-Nov-2021	Chahna Nathwani	1.80	LPG invoices reviewed and sent it to ST with cheque requisition- 16-31 Oct invoices, cheque requisitions sent for Enbridge, Alectra and Stagnito, Call in with Alectra for o/s balance showing in invoice, posting all disbursements into Ascend, cheques processing, Out of pocket expense -Alim cheque requisition prepared , email sent to FK for wire LPG
10-Nov-2021	Deborah Hornbostel	1.10	Review APA from National, discussion with S.Title re o/s tax filings, review email from PP re Charter operation date concern, review of CRA correspondence and assessments re corporate tax and email to team to update on current status
10-Nov-2021	Sheldon Title	.70	call with Fell on auction process given more than one qualifying bid expected; receipt of APA from PP and emails with Fell and Kapoor related thereto; email to Mica Arlette; internal emails re: PP inquiries/data room additions
11-Nov-2021	Akhil Kapoor	3.50	1) Discussion re deposit submitted by a PP, requirement of 15% instead of 10%, requirement of bank letter among others2) Email comm with a PP re deposit requirement for the Charter3) Discussion re CT losses and uploading them in the VDR for PPs4) Discussion re sending wire instructions for the deposit5) Emails and calls re business submission deadline on Nov 12 and related concerns
11-Nov-2021	Chahna Nathwani	1.50	McKesson invoices received, reviewed and compared with previously done payments, eliminated duplicates, prepared chq req for ST to review and approval, call attended of Ms. Luisa for invoice payment, calculation and worksheet prepared for Patricia's salary and sent it to ST for review, source deduction tracker updated, email sent to AK for Evan's hours/T4 preparation and Source deduction payments
11-Nov-2021	Deborah Hornbostel	1.20	Discussion with Akhil re filing of pre receivership HST returns and CRA liabilities, prepare document for data room posting re tax losses, email to ST re deposit issue wrt National offer, review related emails, review final offer submission from 2047944 Ontario
11-Nov-2021	Fatemah Khalfan	.30	Messages exchanged with C. Nathwani and A. Kapoor about information for wire transfer
11-Nov-2021	Fatemah Khalfan	.40	Wire authorized and sent to M. Lem; also sent wire requisition for his signature; received both back; sent email to C. Nathwani and A. Kapoor advising
11-Nov-2021	Matthew Lem	.10	wire authorization
11-Nov-2021	Sheldon Title	.30	call with Fell; call with Surani; email to Fell re: National letter and compliance with sale terms
12-Nov-2021	Akhil Kapoor	4.50	1) Discussion with PPs re submission of their bids and responding to their queries2) Discussion with S. Title and Deborah re certain terms and conditions of the SP to accommodate a PP who is unable to submit the complete package of documents in order to consider their bid3) Updating S. Title about Alim's absence for the scheduled ECS CAREs appointment4) Discussion with Chahna re salary payments for Evan and Patricia5) providing access to PPs re Charter sale and updating PP list, Firmex VDR among others6) Discussion with PP re submission of bid, Bank letter and deposit for business bid
12-Nov-2021	Chahna Nathwani	.50	Call attended - Ms. Luise regarding outstanding documents, sent her the report of paid invoices
12-Nov-2021	Deborah Hornbostel	.90	Tc and email from individual re pre-54 charter, provide Teaser and NDA to him via email, receipt of executed NDA, review emails from PP re offer due today, disc w S. Title re PP's position, offers received and go forward strategy
12-Nov-2021	Sheldon Title	.50	email to PP on deadline, review of additional info submitted by PP on ability to close transaction; call with Fell; review of Alim's expense report and request for additional information;

15-Nov-2021	Akhil Kapoor	1.50	1) Discussion with company who has a property claim and requesting them to submit the required docs 2) Discussion with PPs re their NDA and providing DR access to them 3) Discussion with S. Title re ECS Cares status and next steps 4) Email comm re offers received for the Business
15-Nov-2021	Chahna Nathwani	1.50	LPG invoices downloading from 1-15 Nov, reviewing, bifurcating HST amounts, preparing wire requisition for Review, cheque requisition prepared for Key2communication and sent it to ST
15-Nov-2021	Deborah Hornbostel	.50	Report drafting
15-Nov-2021	Sheldon Title	.10	call with Fell
16-Nov-2021	Chahna Nathwani	1.10	Key2communication- cheque processing, printing and mailing, LPG wire requisition processing, bank reconciliation for Oct/Nov receipts
16-Nov-2021	Deborah Hornbostel	3.20	Review draft auction agreement and provide comments to S. Title, drafting of receiver's report to court
16-Nov-2021	Sheldon Title	.90	call with Sue Graham Nutter, call with Fell; review/consideration of auction procedures and email to Parsons on same
17-Nov-2021	Akhil Kapoor	2.60	1) Multiple emails and calls with National and Bell Hosting team to resolve the issue of losing Bell hosting (Pulserx. ca) access. Resolving the same and making payments for October and November (Dec due on Dec 17) 2) Discussion re payments to be made today 3) Discussion with National re their new invoices 4) Discussion re timing of domain expiry (not until Jan 2022)
17-Nov-2021	Chahna Nathwani	.90	bell requisition prepared and sent it to ST for review along with Alim's out of pocket expense, McKesson and National Pharmacy, updated invoice tracker, email to FK for LPG, sent 3 payments (McKesson, Alim's out of Pocket expense and National Pharmacy) for reviewing and approving
17-Nov-2021	Chahna Nathwani	.80	Call in with Ms. Marie (insolvency dept) regarding web hosting email, call in to Bell Canada- service department regarding suspension of web hosting issue, call in to Bell Canada-billing department for billing set-up, call in to AK for updates
17-Nov-2021	Deborah Hornbostel	1.50	Review email re auction notice, court report drafting
17-Nov-2021	Fatemah Khalfan	.60	Emails exchanged with C. Nathwani on wire to LPG; authorized wire and sent authorization and requisition to M. Lem and S. Title; received back; saved to file
17-Nov-2021	Sheldon Title	.50	coordinate auction arrangements; emails to bidders re: procedures/starting bid
18-Nov-2021	Akhil Kapoor	1.50	1) Discussion re payments to be made to National and outside pharmacists 2) Discussion with Alim and Key 2 re internet speed available at the office and investigating reasons for slow speed 3) Discussion re Purolator invoices 4) Discussion with S. Title re Property claim received from owner of postage machine 5) Discussion with equipment agency dealing with postage machine removal
18-Nov-2021	Chahna Nathwani	1.50	postings into ascend-bell, national pharmacy, Alim's exp, Bhavin's exp, Purolator, chq req of Purolator, Jamp pharma and Bhavin's exp, call attended of Maddie - TD Representative for Pulse Statements, email conversation with Ms. Diane Roberge- Account receivable specialist for Jamp pharma regarding o/s invoice payment
18-Nov-2021	Sheldon Title	.20	email exchange with Alim re: Key 2; emails with Sue Graham Nutter and Caitlin re: Rekai's request to attend auction
19-Nov-2021	Akhil Kapoor	1.50	1) Preparing and sharing source deduction file (post receivership) with S. Title which reflects our obligation of \$40k excluding employer portion of CPP and EI. Discussion with Chahna re all entries for Thelma and other employees 2) Discussion with S. Title re invoices received from National and investigating the same for reasonableness.
19-Nov-2021	Chahna Nathwani	1.80	call in with AK regarding Source deductions and tracker, updated and sent it to AK for review, Reconciliation of Pulse bank statement and updated into Ascend, Postings and processing payments for Pulse, cheques processing for payments
19-Nov-2021	Sheldon Title	.30	banking/cash flow and invite Surani to meeting to consider cash flow considerations after auction
22-Nov-2021	Akhil Kapoor	1.50	1) Discussion re queries from IT to install a new HDD as one of the existing HDD appears to be getting corrupt 2) Discussion with Deborah re SRD 3) Discussion re National Pharmacy invoices 4) Discussion with PPs re their queries and access to VDR

22-Nov-2021	Chahna Nathwani	2.20	Verifying all payments processing as per Deborah's instruction and sent the report to AK for SRD, Calculation of Akhil's expenses and sent it to AK, Communication with TD branch-Highway 27 and Maddie for Bank statements, cheque requisition for National Pharmacy,
22-Nov-2021	Deborah Hornbostel	1.50	Observe auction (non-charged), update draft court report, commence SRD for report, discussion with Akhil re SRD transactions
22-Nov-2021	Sheldon Title	1.60	attendance at auction with PPs, Fell and Parsons; email to Sue Graham Nutter; call with Fell afterwards; call with Surani; call with Wyatt on status
23-Nov-2021	Akhil Kapoor	3.00	1) Discussion with IT re purchase of new HDD to replace a corrupt file2) Emails and calls with PPs re their queries and addition of 2 PPs3) Finalization of Fortnightly cash flow for the period ended Jan 3 2021, discussion with Chahna4) Discussion with S. Title re requirement to pay pre receivership amounts for source deductions5)
23-Nov-2021	Chahna Nathwani	2.10	Call in with AK regarding SRD, Revised SRD sent with brief explanations to AK for reviewing, cheques printed for Nov payment and sent it through mailing, emails sent to respective vendors informing about the payment
24-Nov-2021	Akhil Kapoor	4.00	1) Discussion with Chahna and providing guidance to prepare the cash flow projections2) Email comm with Sal re budget for the period through the end of closing3) Email comm with new PPs4) Discussion re certain payment advices5) Email comm and call with S. Title re status of PPs, their queries among others6) Contacting College for queries received from a PP7) Discussion re pending amounts for the contractor pharmacist 8) Preparation of draft SRD and sharing with Deborah for review
24-Nov-2021	Chahna Nathwani	3.50	Cashflow projection prepared and sent it to AK for reviewing, brief email sent to AK for pending work, call in with AK regarding Source deduction calculation and discussion on cashflow prepared, sent a revised version as per the discussion of cashflow, call received from Luisa - McKesson Canada re \$19.77 difference in payment which got solved with an explanation, wire for national Pharmacy
24-Nov-2021	Deborah Hornbostel	1.30	Status updates re Charter purchasers and obtaining info from Martin, updates to draft court report re additional appendices redacted, update from Akhil re SRD
24-Nov-2021	Sheldon Title	.50	call with Fell; call with Arlette and email to Kapoor and Hornbostel;
25-Nov-2021	Akhil Kapoor	2.50	1) Preparation of cash flows, discussion with Chahna and sharing with S. Title for review2) Calls and emails with PPs re Pulse Rx Charter
25-Nov-2021	Chahna Nathwani	1.40	Call in with A. Kapoor on Cashflow projections, revised sheet sent to S.Title., email to Khalfan for wire, posting and processing expenses in Ascend for issuing cheques
25-Nov-2021	Deborah Hornbostel	.50	Court report updates, SRD update review, sales status updates
25-Nov-2021	Fatemah Khalfan	.50	Wire transfer authorized; sent to M. Lem for his authorization; forwarded to C. Nathwani and A. Kapoor
25-Nov-2021	Matthew Lem	.10	wire authorization
25-Nov-2021	Sheldon Title	.50	revise APA; email to Caitlin, email to Sal, cheque requisition approvals; call with Dan Richer on class b shares, email from Arlette on same and email to Fell
26-Nov-2021	Akhil Kapoor	3.20	1) Discussion with multiple parties re Pulse Rx bid deadline date of Dec 3 2021 (to be continued on Monday, Nov 29)2) Updating S. Title and Deborah re PPs and calls with them3) Calls and emails with College re queries for the Charter4) Discussion with Alim re security cameras purchased and respective invoices5) Discussion with S. Title re queries in CF and discussion with Chahna re making changes in the CF for the 5 weeks ended Jan 3 20226) Providing VDR access to certain new PPs
26-Nov-2021	Chahna Nathwani	1.40	Revised cashflow prepared as per S.Title's comments and sent it to A. Kapoor for review, Call in with A.Kapoor on source deduction calculation and cashflow assumptions
26-Nov-2021	Sheldon Title	.80	call with Surani on next steps to complete offer, call with Fell on logistics on Reikai contract, National APA, etc.
27-Nov-2021	Deborah Hornbostel	.20	Tc with PP re Charter
28-Nov-2021	Sheldon Title	3.00	Work on first report

29-Nov-2021	Akhil Kapoor	3.20	1) Discussion with multiple PPs re their queries in the sales process and updating S. Title and Deborah about them incl. a detailed call2) Calls with Pharmacy in charge re disposal issues, delivery updates to Homes, purchase of cameras among others3) Discussion re strategies for inventory count and equipment disposal and closing4) Updates on Sales Process and timelines and reminding PPs about it
29-Nov-2021	Deborah Hornbostel	.70	Tc with PP, review email queries from prospective purchaser, discussion with team re same and pharmacy closing issues and instructions to Akhil,
29-Nov-2021	Sheldon Title	2.80	continued work on Pulse report, email to Kamilia; call with Caitlin Fell; email to/from Kamila on deemed trust claim; email from Kapoor on request from PP; call with Sal; call with Kapoor/Hornbostel on email from PP
30-Nov-2021	Akhil Kapoor	4.00	1) Multiple discussions re tax queries from a PP, CRA call updates and requirement to file CT returns, HST returns, filing waiver forms among others2) Making revisions in CF and sharing with S. Title for comments3) Discussion with Chahna re way forward on payments4) Discussion with Deborah re requirement for pictures for server and other assets5) Email comm with a creditor re property claim for postage machine6) Discussion with Alim re ECS Cares and updating S. Title about it7) Discussion with Alim re his expense reimbursements, cameras among others8) Glancing through changes made by S. Title in CF9) Communication with a PP re setting up a call today and rescheduling it to tomorrow due to issues in taxes and way forward for purchaser10) Discussion with Chahna re collections from ODB, LPG and other expenses due to be paid
30-Nov-2021	Chahna Nathwani	2.90	Requisition prepared for National Pharmacy, call in with AK re Sal's email to him, reconciliation of bank statement for November month, LPG invoices downloading, reviewing and preparing spreadsheet with HST and amount bifurcating, cheque requisitions for Alim's expenses
30-Nov-2021	Deborah Hornbostel	.60	Tc with Jason of Benaco re equipment, em to Akhil to obtain pictures, em from S.Title re call with counsel wrt tax implications, update from him re call with CRA
30-Nov-2021	Derek Innis	.20	discuss with Sheldon and Phil, past filing relief
30-Nov-2021	Sheldon Title	1.20	email follow up on ECS Cares service, text from Sal Surani on deemed trust claim, call with Fell on PP's queries, calls with Spring on same; emails with Fell, Hornbostel and Kapoor; call with Innis and Spring on tax considerations given share purchase
01-Dec-2021	Akhil Kapoor	5.20	1) Discussion with Deborah re closing process, , queries, report, HST returns, CRA among others2) Discussion with Sal and understanding the key items required by us.3) Commencing work on the closing4) Scheduling a call with 2 PPs 4) Steps involved in Charter sale closing, sending reminders. 5) Discussion with Sal, Alim and Nimal re service requirements, domain name renewal, rent payment for the month and planned closure
01-Dec-2021	Chahna Nathwani	.50	cheques printing and mailing, call in with A.Kapoor re HST return filling
01-Dec-2021	Deborah Hornbostel	.80	Attend mtg with counsel for purchaser re queries, update from S. Title re CRA call, discuss plans for vacating premises, email to Akhil to provide instructions and f/u on issues, update on deposit from purchaser and requirement for court order re passwords
01-Dec-2021	Sheldon Title	.40	approve requisitions, cash flow management; Call with Surani and email to team re: passwords
02-Dec-2021	Akhil Kapoor	5.00	1) Discussion on certain points raised by Sal- assignment of contracts, inventory, equipment, resident records and closing date2) Calls with 2 PP along with the trustee and legal counsel re their queries in sale process of charter and related matters and to assist them in moving ahead to submit the bid3) PP queries re Charter and premises4) Wire payments for National, LPG and others 5) providing wire transfer details to PPs 6) Talks around scheduling ECS Cares for medical waste pick up and scheduling WIS for inventory count 7) Arranging photos of server, Auto Med and other assets
02-Dec-2021	Chahna Nathwani	2.10	Brief calculation and wire requisitions prepared for Nationals and LPG, Postings into Ascend, Chq req for Enbridge, chq processing and printing, Generating reports of HST returns and prepared calculation spreadsheet for A.Kapoor's review, Draft forms prepared for Corporate Tax Waiver and sent it to A.Kapoor for review, call in with AK for updates
02-Dec-2021	Deborah Hornbostel	.50	Attend mtg with Michelle re Charter purchase, updates from Akhil re finalizing various matters, review em from S. Title re issues wrt closing business and the charter transfer

02-Dec-2021	Fatemah Khalfan	.50	Processed two wire authorizations (LPG and National) and sent to M. Lem for his authorization; also sent one wire requisition to M. Lem for his signature
02-Dec-2021	Matthew Lem	.20	Wire authorizations
02-Dec-2021	Sheldon Title	1.00	call with Surani (23 mins); call with Fell, email to Fell/Hornbostel/Kapoor, approval of cheque requisitions; call with PP to answer queries re: charter; email to Kapoor on coordinating inventory
03-Dec-2021	Akhil Kapoor	4.40	1) Multiple discussions with PPs re submission of their bid for the Charter and related matters2) Discussion re considering an extension in bid submission for the Charter sale3) Discussion with ECS Cares for proposed services next week4) Receipt of Charter offer from a PP and glancing through it5) Discussion re SRD of Pulse6) Attending Pulse premises and taking pics of the premises to plan closure and to plan vacating the premises
03-Dec-2021	Chahna Nathwani	2.90	Updated entries on Ascend, prepared R&D and sent it to A.Kapoor for review, Calculation of Source deduction - employer's portion and sent it to A.Kapoor
03-Dec-2021	Deborah Hornbostel	.70	Review email and asset photos from Akhil, discuss records onsite and provide instructions to Akhil, email photos to Benaco for inspection and advise on disposition, review email from C. Fell re Charter, update from S.Title re purchasers, review various emails from Akhil re disposal and machines, discuss next steps re Charter sale and court reporting
03-Dec-2021	Fatemah Khalfan	.30	Saved wire authorizations (F. Khalfan and M. Lem), and one wire requisition to client folder, forwarded to C. Nathwani and A. Kapoor
03-Dec-2021	Sheldon Title	.80	email to Fell on reminder re: comeback to query; call with Arlette; receipt of offer, email to offeror to confirm receipt; call with Arlette on his client's passing on the opportunity; consideration of sale process
05-Dec-2021	Sheldon Title	.50	finalize report and send to Caitlin for comment, email to Kapoor on preparation of CRA waiver request
06-Dec-2021	Akhil Kapoor	2.00	1) Discussion with WIS to schedule inventory count services2) Commencing discussion on OCP's requirements on sale of Pharmacy business3) Discussion re requiring Martin to provide information/ B&R to prepare tax returns or simply filing CT waiver forms as information was never prepared by Martin 4) Discussion with ECS Cares re scheduling their next 2 services and credit available from previous invoices 5) Reviewing National account and paid/unpaid status 6) Discussion with a PP re Charter
06-Dec-2021	Chahna Nathwani	.80	Corporate Tax Waiver forms - Revised as per S.Title's comments and saved
06-Dec-2021	Deborah Hornbostel	2.40	Review summary email on o/s issue from S. Title, review Ascend GL and prepare current SRD for court report, tc and em to Jason at Benaco, em from S.Title re unposted transactions, review ems re corp tax waivers, review email from S. Title re OCP requirements on closing down pharmacy
06-Dec-2021	Eddie Gao	1.00	tax research re potential debt forgiveness rule. meeting with Glenn and Sheldon.
06-Dec-2021	Sheldon Title	2.30	phone call with Fell, email to Wyett to arrange call and bank reconciliation call with Wyett and McAlpine; calls with Wyett, Arlette and then Wyett again; call with Sal
07-Dec-2021	Akhil Kapoor	1.50	1) Scheduling the WIS inventory count on Dec 142) Discussion re how to preserve B&Records of Pulse
07-Dec-2021	Chahna Nathwani	.70	Interim Report Preparation
07-Dec-2021	Deborah Hornbostel	.40	Tc to Jason of Benaco, update from S. Title re secured creditor position re Charter offer, mtg with G. Willis and E. Gao and S. Title re forgiveness of debt implications resulting from sale of Charter, review records on hand,
07-Dec-2021	Glenn Willis	.50	c/w Sheldon
07-Dec-2021	Sheldon Title	1.20	email to Willis to give context to forgiveness of debt issue re: questions by CWB; call with Sue Graham-Nutter of Rekai, texts with Sal Surani and email to Wyett re: charter sale; call with Fell; internal call with Willis/Hornbostel on forgiveness of debt implications relating to charter sale

08-Dec-2021	Akhil Kapoor	2.00	1) Discussion - multiple emails and calls with ST and DH re document storage for 10 years, available options 2) Discussion with Pitney Bowes re identifying their asset at Pulse office 3) Email comm re vacating the premises at month end and leaving the premises in broom swept condition 4) Scheduling a meeting with Benaco at Pulse premises on Dec 9 5) Discussion re the process involved in transferring the business to National and informing OCP 6) Discussion re CT waiver forms 7) Reviewing ECS Cares invoice and discussing internally 8) Confirmation from Nimal re HDD back up creation
08-Dec-2021	Chahna Nathwani	2.00	Detailed R & D as of December 8, 2021 and Interim report sent to A.Kapoor for review, Prepared reconciliation report as a supporting document, Wire requisition prepared for ESC care
08-Dec-2021	Deborah Hornbostel	4.70	Tc with S. Miller of Benaco re equipment, update team and arrange site visit, discussion with S. Title re Charter sale process, tcs with J. Sandu of OCP re transfer/closing of pharmacy, updates to team re procedures to be undertaken and discussion on issues, review OCP website re requirements upon closing pharmacy, tc with Lupe of Docudavit re patient records, email to team on options and costs and seek clarification of contents of records,
08-Dec-2021	Sheldon Title	3.00	call with Fell; call with Surani (follow up to call re: charter sale and OCP and books/records issues; further 2 calls with Fell on sale process and report; call with LPG team to consult on charter offer; review Deborah's email concerning her discussion with Jaswant at OCP and the apparent need for the purchaser to file an application and my response thereto; review/revision to WFK's version of the report
09-Dec-2021	Akhil Kapoor	2.50	1) Discussion with a couple of PPs re charter availability and their interest 2) Finalisation of CT waiver forms and submission with CRA (Kamila) 3) Discussion with Donna re National invoice, payments made to them 4) Discussion with Pitney Bowes re scheduling pick up of their machine
09-Dec-2021	Chahna Nathwani	3.50	Corporate Waiver Forms-revised and sent it to Sheldon for review and signing, Call in with Akhil to discuss HST, T4s, ROE, Source deduction, call attended - Ms. Deborah and sent all forms to her with revision, Signed forms sent to Ms. Kamila- CRA Receivership for CT waiver
09-Dec-2021	Deborah Hornbostel	1.00	Email to OCP to confirm discussion with Jaswant re closing plans, tc with Sal Surani re same, receipt of Accreditation Info from Donna of National, further email to the OCP to provide more info, update S.Title, review and request changes to Corp Tax waivers, print and execute for submission to CRA
09-Dec-2021	Fatemah Khalfan	.20	Scanned Waivers to file Corporate return; emailed to C. Nathwani
09-Dec-2021	Fatemah Khalfan	.30	Posting done to Sitecore
09-Dec-2021	Sheldon Title	.70	finalization of report, call with Wyatt; further call with C. Fell on draft order/changes to report, call to Garden Court (left message)
10-Dec-2021	Akhil Kapoor	4.50	1) Discussion with Alim re transition, removal of stuff from premises incl. equipment, server, machine, B&R, furniture and other items. Also discussed about the operations and servicing of the Homes 2) Discussion, retrieval and review of OTC sales - oct and nov 2021 3) Review of the premises and making a plan to vacate within the next 3 weeks 4) Discussion with Martin re removal of his stuff from the premises 5) Discussion with Chahna re HST records and updating HST information for June to Nov 2021 6) Updating ST and DH about the progress made during the day at Pulse office and action items for next week 7) Facilitating 3rd party asset pick up 8) Discussion with Alim re his out of pocket expenses 9) Uploading videos made at Pulse office for team review 10) Discussion re queries of ST about servicing at one of the homes
10-Dec-2021	Chahna Nathwani	.80	calculation of sales credit and sent HST filing from June to Nov 2021 to Akhil for review
10-Dec-2021	Deborah Hornbostel	.50	Discussion with Akhil re equipment and records to be removed, email to Lupe of Docudavit to provide info on records and request tentative retrieval
10-Dec-2021	Sheldon Title	.70	call with Daryl MacLellan and Ben Wyatt on charter offer; email to PP on the charter offer; call to Quad Country; call to Garden Court; email to Fell
13-Dec-2021	Akhil Kapoor	3.50	1) Discussion re requirement of domain by National and related matters 2) Inventory count by WIS on Dec 13 and related discussions 3) Discussion re Dec 14 Court date, requirement from Martin for smooth transition among others 4) Discussion with Sal nd DH re furniture items and B&R to be taken over by National

13-Dec-2021	Deborah Hornbostel	4.60	Update from Akhil re patient records, tc with S. Miller of Benaco, tc from Lupi of Docudavit, tc from Jaswanda of OCP, email to team regarding related o/s issues, emails from A.Kapoor re exiting plans and asset removals, tcs with Sal re Charter, email exchanges with S.Title for updates on Charter sale discussions, several tcs with Sal re record and asset removal, scanning of records, server issues, storage and inventory count, ems with team re passwords required from Martin and requirements for continuation of services and IP by purchaser
13-Dec-2021	Sheldon Title	.70	call with PP re: charter offer; call with Linda Long at Quad County
14-Dec-2021	Akhil Kapoor	3.00	1) Discussion re pick up of Pitney Bowes machine2) Heads up from ST re closing timelines3) Discussion re filing of Post R HST returns and availability of codes. also, discussing the mechanics, computation and steps involved4) Review of invoices from Key2 and others5) Discussion re beginning of closing process and its requirements6) Discussion re lease of Tesla in company name and its implications7) Review of inventory report from WIS and discussion about it incl. whether government inventory is available free of charge and sold at nil price8) Emailing Martin to provide required passwords and other information
14-Dec-2021	Deborah Hornbostel	3.10	Tc with Kamilla of CRA re account status, em update to team, review draft HST filings for RT2 and queries to Akhil, tc with Jaswant of OCP, review OCP Closing Statement, tc with Lupe of Docudavit, vm and em to Sal for clarification on electronic patient records, review emails from Akhil re asset removal options, review and comment of inventory valuation, discussion with Akhil re sales and inventory issues, attend mtg with counsel for closing plans, instructions to Akhil re draft HST returns, closing plan update from S.Title
14-Dec-2021	Sheldon Title	2.10	call with Fell ahead of hearing attendance at court hearing; closing planning teams call with Fell, Hornbostel, Kapoor and Parsons; call with Deana Bennett on transfer to National Pharmacy; call with Sal on closing issues; further call with Sal on closing issues; emails to Kapoor and Hornbostel on password issue; update emails to Ben Wyett and LPG after court attendance
15-Dec-2021	Akhil Kapoor	2.00	1) Update from ST re his calls with legal counsel and OCP for record retention2) Discussion with ST and DH re expense payments to be made and billings to ODB in anticipation of the closing3) Discussion with Nimal re data required by him for transition of business4) Email comm with WIS re their service and payment5) Discussion re payment of certain invoices from suppliers6) Discussion re payment of certain expenses of Alim/others7) Discussion with ECS Cares for their service and review of invoices 8) Discussion re passwords required by National and how to store B&R 9) Receipt of court order/endorsement
15-Dec-2021	Chahna Nathwani	2.40	Requisitions prepared for WIS, National Pharmacy, ESC cares, Alim's expense, Alectra, Key2communication, Salary calculation of Patricia and prepared requisition for review, call in to McKesson and Purolator regarding o/s invoices for the payment, In person meet with Akhil on HST, Approval order and endorsement posted on webpage
15-Dec-2021	Deborah Hornbostel	.90	Review Court Order and APA wrt patient record tfr, discussion with S.Title to update to him re findings and definitions, review emails from Sal and Nimal re IT issues, review em to S. Parsons re record retention issues
15-Dec-2021	Matthew Lem	.10	Attend to arrange transfer of funds from TD;
15-Dec-2021	Sheldon Title	.20	emails to Rakowski to advise of court approval; emails to Matt to have him request transfer of funds to our td account;
16-Dec-2021	Akhil Kapoor	3.00	1) Working on the premise closure plan incl. calls with junk removal companies, Benaco, B&R storage company2) Discussion with DH and Sal re removal of server and related items from the premises and its safe storage3) Discussion re requirement of creating a back up of server data, Kroll access and related items4) Calling charities to check if they would take the furniture from Pulse at no charge5) Further discussion with Sal re B&R, inventory reconciliation, items proposed to be taken by National from Pulse premises6) Discussion with Nimal re Bell Web Hosting service and its continuation
16-Dec-2021	Deborah Hornbostel	1.90	Tc wi Sal of National re various issues and Nalim re electronic records, em to update team on conversation, provide em to Sal wrt Receiver's request for information on the records to enable storage and Nalim's request for renewal of domains etc, em to Jaswant of OCP to provide court order and status of closing, ems with team on asset removal plans, update from S. Title re turnover of some passwords from Martin

16-Dec-2021	Fatemah Khalfan	.50	Monitored TD Bank account for receipt of funds (\$2,500); sent email to M. Lem that funds received; posted to Ascend
16-Dec-2021	Sheldon Title	.90	call with Fell on various emails relating to National Pharmacy closing, email to PP on charter to update them on waiver of charter, attempt to call to OCP to discuss books and records, refer team to charities that pick up furniture, texts with Sal on closing issues; emails to/from Fell; texts to Kusmirek and email from Kusmirek with password info
17-Dec-2021	Akhil Kapoor	4.00	1) Discussion with ST re options for junk removal companies, options available, donating it to charity for the purpose of vacating the premises by the end of the month2) Discussion re Bell Web Hosting and domain renewal and expiry3) Email comm and calls re transition of Bell services, domain to National4) Review of HST returns and filing the same, working with Chahna on them5) Multiple emails and calls with Alim and Sal re closing procedures6) Discussion re payments for National, WIS (incl. coordination with WIS representative), Key 2, Bell among others7) Renewing Bell Web hosting services for December8) Discussion re status update for Docudavit services9) Discussion re scheduling Junk removal service (free quote) on Monday10) Discussion re finalization of data req. from Martin
17-Dec-2021	Chahna Nathwani	3.50	HST returns prepared and filled with CRA from June 2021 to November 2021, Cheques/Wire requisitions for review, postings into Ascend and Cheques processing
17-Dec-2021	Deborah Hornbostel	2.50	Emails and tc with Nimal re passwords and user names o/s and storage of records, tc and em to Lupe of Docudavit re storage of server, update from Akhil re junk remover, tc from Jenny of Blue re destruction date, review OCP website re record retention, em to S. Title to update on record retention issues, tcs to OCP re records, tc from Melanie of OCP, update with S.Title re her call and closing status, online research re record retention
17-Dec-2021	Fatemah Khalfan	.40	Wire authorized for LPG; sent to M. Lem; received back and forwarded to C. Nathwani
17-Dec-2021	Matthew Lem	.20	Wire authorizations
17-Dec-2021	Sheldon Title	.60	call with Sal Surani *2, call with Caitlin Fell *2 re: closing issues; email to Kusmirek to demand additional info
20-Dec-2021	Akhil Kapoor	5.00	1) Scheduling the appointments and meeting two Junk removal companies for a quote to remove remaining furniture, detailed discussions with them2) Multiple emails and calls re record storage, premises to be vacated by the end of the month3) Discussion with Nimal re data back up, transition of Bell phone lines and Bell Web Hosting services to National among others4) Discussion re server transfer as National has decided not to take take5) Back up in HD to be couriered to our office6) Email comm with Shaun (legal counsel) re rent agreement for Pulse7) Multiple calls with Bell for web hosting/domain8) Follow up and receipt of newspaper ad proof from Toronto Sun9) Calls and emails with multiple junk removal/charitable organisations10) Discussion with Alim re his expenses incl. cameras11) Discussion re urgent service to be provided to a Home and sending Ken to deliver the medicines
20-Dec-2021	Chahna Nathwani	1.40	Cheques printing and mailing, call in to File bank, Access for Storage of Records for Quotation
20-Dec-2021	David Law	.30	Email to Sheldon re sale of contracts and gw w/o charter
20-Dec-2021	Deborah Hornbostel	2.70	Email to Sheldon Miller of Benaco, tc from him and review responding email, em to S. Ayres re record storage, review and forward to C. Nathwani for further info, update from S. Title re closing and record storage, review and respond to various emails from Akhil and S.Title re assets and records, IP issues etc., review draft closing proceeds reconciliation, instructions to Chahna to obtain further storage quotes and update from her re same, email update from Akhil re removal of server by National and alternative for storage thereof, update from Nimal re hard drive back up of database
20-Dec-2021	Sheldon Title	1.60	conference call on closing, charter sale; calculation of purchase price and send to National Pharmacy, call/email from Surani on applicability of HST on sale of goodwill, research/consult tax team and determine taxes are exigible/review and signing of closing documents and return to Parsons to be held in escrow; follow up with Sue Graham-Nutter on signing of Reikai/National contract and reporting same to Mik/counsel

21-Dec-2021	Akhil Kapoor	4.00	1) Ongoing closing process and planning removal of stuff from the premises2) Updating ST and DH re multiple quotes obtained from the junk removal companies among others, also discussed plan of action to remove B&R and other stuff before month end2) Multiple emails and calls with Alim and Nimal re data back up, planning the move, server movement, steps involved in closing and National to remove the furniture and other items3) Discussion with ST, DH and Chahna re multiple ongoing issues incl. Pre receivership HST, closing process, data back ups, B&R update, ongoing discussions with Docudavit, Benaco among others
21-Dec-2021	Chahna Nathwani	.60	Call in with File Bridge for Quote - Storage, Pickup and Destruction Cost per box
21-Dec-2021	Deborah Hornbostel	2.20	Tcs and emails with Akhil, S. Title and Sal re closing down issues, email to S. Miller for removal date, em and tc to Lupe of Docudavit for pick up date,
21-Dec-2021	Sheldon Title	.40	text messages with Surani, WFK team (to report on receipt of funds); mark up of occupation agreement and send changes to Parsons
22-Dec-2021	Akhil Kapoor	3.50	1) Follow up with Nimal re HDD shipping2) Discussion with DH re B&R pick up, scheduling it on Dec 30 after calls with Docudavit3) Call with DH re sharing photos of the second floor with Benaco and discussion to allow National to take over the assets or to sell them through Benaco4) Multiple emails and calls with Benaco, 1800 Got Junk and Alim re furniture removal and plan for next week5) Call with the landlord and understanding their requirement to remove the fixtures from the store. To schedule a meeting next Thursday at Pulse office6) Discussion re Patricia's salary and reimbursement
22-Dec-2021	Chahna Nathwani	1.10	Follow-up call to Kim Lockhart re Quote for storage of medical records, Sent updates to Deborah, Call in with A.Kapoor regarding Pre HST returns and showing the calculation for one month
22-Dec-2021	Chahna Nathwani	.50	Scanned cheque, updated incoming cheque spreadsheet Receipt voucher prepared for S.Title to approve, Posting into Ascend and preparing deposit slips, Cheque depositing to TD
22-Dec-2021	Deborah Hornbostel	2.50	Tcs and ems with S. Miller of Benaco re asset and garbage removal, discussions with Akhil for timing, assets and server, tcs and ems with Lupe of Docudavit to schedule removal of records, review and arrange for amendments to terms and conditions in Docudavit agreement, review quote from Access Storage, prepare comparison, instructions to Chahna to obtain further info re patient access, updates of closing status of pharmacy and charter sale offer,
22-Dec-2021	Sheldon Title	.50	call with Sal on relationship with Re kai and closing, call with Fell on closing and National's occupation; emails with PP on charter and our obtaining waiver of filing tax returns and their obtaining confirmation on status of charter
23-Dec-2021	Akhil Kapoor	5.00	1) Closing confirmation and commencing work on transition of activities and planning vacating the premises by month end incl. discussions with landlord to discuss about the fixture removal2) Discussion with 1800 GOT Junk, confirming the date (Dec 30) for their service, negotiating the price and bringing it down to \$500/truck with a minimum of 6 trucks for junk removal.3) Discussion with Alim and Sal re document compilation at Pulse office and putting it in boxes. Also requesting them to take video of the fixtures at the premises4) Discussion with Docudavit re scheduling their service to pick up box of records on Dec 305) Updating ST and DH about the activities for the day6) Discussion with Chahna re Pre HST returns, T4 to be prepared, expense payments among others7) Receipt of hard disk from Nimal and follow up with our IT to review it8) Confirmation re domain renewal not required (after discussion with Nimal)9) Discussion re disposal of hard drives, computers among others to ensure no confidentiality is breached
23-Dec-2021	Chahna Nathwani	2.00	Call in with Akhil on HST Return, Year 2018 HST Excel sheet prepared
23-Dec-2021	Chahna Nathwani	.10	Call in with Ms. Kim Lockhart re Access Quote
23-Dec-2021	Deborah Hornbostel	1.50	Update on the close out plans, finalize storage agreement and timing with Docudavit, review various emails on and discussions with S. Title and A. Kapoor on closing plans.
23-Dec-2021	Sheldon Title	.80	call with Fell on her consultation with privacy lawyer and patient records, email with Kapoor on fixtures, texts with Surani on closing; call * 2 with Surani on post-closing issues;

24-Dec-2021	Akhil Kapoor	2.00	1) Multiple emails and discussions with Sal, Alim re vacating the premises, truck availability, timing of removal among others2) Coordination with Docudavit, Junk removal company for dates and timing of service, description of items, service required3) Updating ST about all the items
24-Dec-2021	Chahna Nathwani	1.20	HST Return - Preparation of Excel sheet on the basis of Bank statements
24-Dec-2021	Chahna Nathwani	.80	Reviewing invoices for McKesson (60 plus), preparing spreadsheet accordingly
29-Dec-2021	Akhil Kapoor	3.20	1) Discussion with Martin re closing and vacating the premises 2) Multiple emails and calls with Sal re vacating the premises, steps involved among others3) Discussion with ST re open items incl. server, docudavit among others4) Calls and emails with Chahna re supplier payments, cash at bank, Pre receivership HST returns among others5) Discussions with Junk removal company re forms to be filled and scheduling the service6) Discussion with Nimal re continuing Bell Mobility services7) Discussion with S. Miller re storage of the server and available options
29-Dec-2021	Chahna Nathwani	.50	Updating Ascend wit Wire payments and Receipts, Junk removal company New Account / Credit Application Form filled and sent it to Mr. Steve CC'd Akhil for review
30-Dec-2021	Akhil Kapoor	7.30	1) Physically available at the site and working with Docudavit, Junk Company, steel removal agency, the purchaser and landlord to remove the stuff from the site2) Multiple discussions with the purchaser re pharmacy items at the store, B&R which may be relevant, papers, how to shred them off and dispose them properly among others3) Discussion with LL re lease agreement, responsibility to remove fixtures, making an agreement with him to require him to remove the fixtures so that the Junk removal company can take it4) Discussion with Chahna re Pulse payments to suppliers, informing all suppliers about closing among others5) Discussion with Docudavit team re pick up of boxes and their invoicing6) Coordinating with various parties re in the process of vacating the premises 7) Discussion with LL re identified damages and next steps
30-Dec-2021	Chahna Nathwani	3.20	(Continue) Reviewing invoices submitted, prepared spreadsheet, compared all unpaid invoices with previously paid invoices and eliminated paid ones, cheque requisition prepared and sent it to Sheldon for review, Call FCT for bell mobility re Fax received, informed through email to LPG, McKesson, Purolator and Jamp pharma regarding submitting final invoice, (Continue) HST preparations
30-Dec-2021	Matthew Lem	.40	Wire authorizations
31-Dec-2021	Akhil Kapoor	3.30	1) Updating ST and DH re yesterday's progress re vacating the premises, also discussed WEPP, Pre HST returns among others2) Discussion with WSIB re new account for post receivership period and other details3) Discussion with Chahna re emails to be sent to suppliers and service providers to inform them about service termination requests4) Multiple emails and calls with Sal, LL, Junk removal company re vacating the premises, related issues among others 5) Discussion with Benaco and Nimal (National) re server storage
31-Dec-2021	Chahna Nathwani	2.10	Informing Key2 regarding submitting final invoice, call in with Akhil on Enbridge and Alectra, Weisz Fell Kour wire request prepared along with detailed spreadsheet of submitted invoices, Partial payment done, call received of Matthew regarding TD Fob
31-Dec-2021	Sheldon Title	.10	exchange of messages with PP
31-Dec-2021	Sheldon Title	.30	planning email to Akhil/Deborah/Chahna on cleaning up of loose ends
04-Jan-2022	Akhil Kapoor	4.50	1) Discussion with landlord re repairs required at the Pulse premises after MNP vacated the premises and determining the need to review the lease. Updating ST and DH about it 2) Discussion with Chahna re informing all suppliers about Pulse closing/change of ownership and discussing each of them one by one 3) Updating team about vacating the Pulse premises and related details (incl. storage of Pulse server)
04-Jan-2022	Chahna Nathwani	1.70	Requisitions for Final Payment- LPG, Akhil expenses, Enbridge, National Pharmacy, LLP, Patricia Salary, Alim's expense
04-Jan-2022	Deborah Hornbostel	.50	Review emails on move out, landlord issues and records, tc and email to Jaswant of OCP to advise of closure of pharmacy

05-Jan-2022	Akhil Kapoor	4.00	1) Discussion with Donna and Sal re their invoices and requiring certain clarifications for some of the items 2) discussion with Junk removal company re their invoices (\$3k plus tax) 2) Discussion re requirement of certain services by National incl. Bell lines and Bell web hosting 3) Discussion with Deborah re invoice for Docudavit and scheduling its payment 4) Discussion with a few suppliers re account closure 5) Discussion re fund transfer from one account to MNP Receiver account
05-Jan-2022	Chahna Nathwani	1.00	Final invoice calculations and sent a detailed email to Sheldon on Pulse billing
05-Jan-2022	Deborah Hornbostel	.30	Email from OCP re closing statement, review and approve invoice from Docudavit
05-Jan-2022	Matthew Lem	.10	wire authorization
05-Jan-2022	Sheldon Title	.30	email to insurer on cancellation and request for long tail coverage quote, if available; call with Sue Graham-Nutter
06-Jan-2022	Akhil Kapoor	1.00	1) Discussion with Nimal re update on Bell Web Hosting services and proposed cancellation 2) Discussion with Chahna re junk invoices 3) Updating ST about National and other invoices 4) Discussion with multiple creditors re POC and other issues
06-Jan-2022	Akhil Kapoor	1.30	1) Coordinating with our IT team and Nimal re server transfer to our office, Kroll access and related costs. 2) Discussion with Chahna re payments to be made to various suppliers to close their accounts
06-Jan-2022	Chahna Nathwani	2.00	(Continue) Final invoice calculations and sent a detailed email to Sheldon on Pulse billing, sent a detailed email to Sheldon
06-Jan-2022	Deborah Hornbostel	.20	Prepare insurance cancellation form and submit via email
06-Jan-2022	Matthew Lem	.10	Email to TD re transfer funds
06-Jan-2022	Sheldon Title	.40	review of a/p, incl final National Pharmacy accounts and request staff to obtain further particulars from National and other creditors before paying
07-Jan-2022	Akhil Kapoor	.60	Updating DH and Chahna re status of server transfer so far, bottlenecks and handing over the matter to them to take it forward
07-Jan-2022	Deborah Hornbostel	.50	Review memo from counsel on requirements wrt storage of patient records, update from S. Title re discussions with B. Wyett and charter purchaser, review subsequent email from charter purchaser and C. Fell and S. Title re issue, email exchange with A. Kapoor re status of server review
07-Jan-2022	Fatemah Khalfan	.30	Logged onto TD e-banking to see if funds had been transferred into Pulse trust account; sent confirmation out
07-Jan-2022	Sheldon Title	.60	call with Wyett on status; prep for call and update srd
10-Jan-2022	Akhil Kapoor	.20	Discussion re follow up and coordination with MNP IT team and Nimal for server transfer. Also discussed with Chahna about it
10-Jan-2022	Chahna Nathwani	1.90	Call in with Kim regards to Assets - Storage visits, Follow up with Kosta Giazitzidis as per Kim's suggestion, call in with Deborah on updating her for 1. Server data 2. Storage appointments, call in with Ms. Lauren Pettigrew for Storage facilities and visits, Coordinate with Deborah and Sheldon Millar
10-Jan-2022	Deborah Hornbostel	.30	Email to Akhil re status of preference review, discussion re same with Chahna and wrt patient record and storage issues for her to f/u with Mike Fomenko
10-Jan-2022	Fatemah Khalfan	.30	Receipt voucher prepared and sent to M. Lem; received back; posting done to Ascend
10-Jan-2022	Sheldon Title	.40	call with PP, call with Fell; email from Wyett on Kusmirek/consideration of CRA lien
11-Jan-2022	Akhil Kapoor	.60	1) Email comm re payment to suppliers incl. National and return of deposit to SH bidder. Also, discussed server transfer with Nimal and IT team (updates to/from Chahna) 2) Discussion and emails re payment to be made to Alim and follow up email with him for certain missing information 3) Calls and emails with Bell Web Hosting team to cancel the services at Pulse
11-Jan-2022	Chahna Nathwani	3.20	Follow up calls - 1. CareRX - Mr. Paul for submitting the invoice for Hourse bid and expense reimbursement, 2. Jamp pharma on invoice and rebates, 3. Stafaina - McKesson on final invoice payments, Marie - Bell on December invoice payment 4. left voicemail for Purolator, Cheque requisitions prepared - 1. Aletra, 2. Revised request of Akhil on his expenses 3. McKesson final payment - reviewed more than 30 invoices and compared with past payments, eliminated duplicates 4. Junk removal 5. Enbridge gas 6. calculation of Patricia's salary

11-Jan-2022	Chahna Nathwani	2.30	Call in with Mike (IT team) for Pulse data access and server, Call in with Nimal @ National Pharmacy, Call in with Deborah regards to updates and communication with Mike and Nimal, Meeting set up with the Team, email sent to Akhil with all updates, brief email sent to Nimal for e-meeting with IT team
11-Jan-2022	Deborah Hornbostel	.30	Updates from Chahna and Akhil on the server issue, discussion with Chahna re same
11-Jan-2022	Sheldon Title	.30	call with Fell and email to PP; call with Surani *2
12-Jan-2022	Chahna Nathwani	2.50	Invoice received and reviewed for CareRX, sent a brief email to Mr. Kal for advising, Prepared requisition for McKesson, sent a brief email to Luisa and Sheldon on final billing, posting all payments into Ascend and processed cheques, Email sent to Sal @national pharmacy for his comments on Sheldon's queries, Meeting attended with Nimal, Mike and Deborah for Data server, Brief email to Alim on his expenses, call in with Deborah regards to the Server
12-Jan-2022	Deborah Hornbostel	.50	Team mtg with Nimal and Mike Fomenko re Pulse server delivery and review for patient record access, update email to S.Title, review subsequent email from Nimal
12-Jan-2022	Sheldon Title	.20	call with Sal on tax receipts and review/approval of disbursements
13-Jan-2022	Chahna Nathwani	.20	Email sent to Alim, Kal and Sal for follow-ups
13-Jan-2022	Deborah Hornbostel	.10	Review email updates re Charter offer and Pulse server review
13-Jan-2022	Sheldon Title	.10	call with Surani
14-Jan-2022	Chahna Nathwani	.90	Prepared wire requisition for Nationals, posting into Ascend, sent email to Fatemah for payment, call in with Mr. Kal regards to CareRX invoice, send email to Sheldon regards to Kal's iteration, sent revised requisition for CareRX
14-Jan-2022	Deborah Hornbostel	.20	F/u with team on server delivery and review timing, review responses
14-Jan-2022	Fatemah Khalfan	.50	Wire requisition sent to M. Lem for signing; authorized wire (National) and sent to M. Lem; saved both authorizations to client folder and sent copies to C. Nathwani and A. Kapoor
14-Jan-2022	Kal Ruprai	.40	call w chahna, review info, em to chahna
14-Jan-2022	Matthew Lem	.10	wire authorization
17-Jan-2022	Akhil Kapoor	.20	Email comm with ST re Pulse HST computation and reason for not considering HST on sales as it was never collected
17-Jan-2022	Chahna Nathwani	1.20	Detailed email sent to Mr. Pam Fazzari - Alectra for invoice payment, prepared Key2communication requisition, call in with Key2 regards to revised invoice, detailed email sent to Sheldon re McKesson Payment, HST Computation - December 2021 sent it to Sheldon for review, email sent to Jim regards to printing cheques, scanned copies saved on WIP
17-Jan-2022	Deborah Hornbostel	.30	Review and approve disbursements, review of OPA insurance cancellation documents
17-Jan-2022	Jim Guo	.50	chqs & mailing
17-Jan-2022	Sheldon Title	.50	review of HST post-receivership calculations and provide comments to Nathwani, process approvals of certain payments
18-Jan-2022	Chahna Nathwani	1.30	Passed journal entries and updated receipt section in Ascend, revised HST return sent it to Sheldon for review, reviewed all Nationals invoices for Ascend
18-Jan-2022	Sheldon Title	.40	receipt of letter and call with Fell; further review of HST calcs and respond to Chahna on same
19-Jan-2022	Deborah Hornbostel	.10	Email update from Mike Fomenko re router
19-Jan-2022	Patricia Ball	.20	Dec bank Rec - problems
19-Jan-2022	Sheldon Title	.10	email to PP
20-Jan-2022	Chahna Nathwani	.90	Call in with Deborah on Telus, all in with Telus representatives (Tania.Gauthie and Rick) regards to outstanding payments, call in with Key2 communication accounting department on internet connection, call in with Nimal in National Pharmacy on Telus and Key2, follow-up call in with Purolator on account and invoice, email sent to Alim on his expenses
20-Jan-2022	Deborah Hornbostel	.90	Email to Alim of National Pharmacy re Closing Statement for OCP, tc from Sal re same, receipt of draft form from Sal, completion and submission of form to OCP, update from S. Title re Charter sale status
21-Jan-2022	Akhil Kapoor	1.00	Preparing a draft version of Interim report u/s 246 to provide an update to OSB and sharing it with ST for review and changes
21-Jan-2022	Chahna Nathwani	.90	Follow-up call with Telus on Services, call in with Nimal on Telus services re Knoll software
21-Jan-2022	Deborah Hornbostel	.20	Update on receipt of router, review and respond to email from Donna of National Pharmacy

21-Jan-2022	Sheldon Title	.30	finalization of s.246(2) report, call and text with Fell on her call with counsel for the charter purchaser
24-Jan-2022	Akhil Kapoor	.20	Discussion with Chahna/Fatemah re Pre and post receivership returns and current status
24-Jan-2022	Chahna Nathwani	4.30	December HST return - revision, Reviewing all National Pharmacy invoices and preparing excel sheet, call in with Kamila for following up on Access Codes and Reassessments, Passing Journal Entries in Ascend, Preparation of Key2, Bell, Purolator and Telus invoices, postings into Ascend, cheque processing, Call in with Jamp harma Ms. Stafiana for Rebate payment, call in with Nimal on Telus Knoll services
24-Jan-2022	Deborah Hornbostel	2.20	Dealings with Mike Fomenko re patient database, other records on server, requirement for Kroll software, tc with Sal Surani, email to Alim Surani to coordinate mtg with Fomenko, subsequent discussion with M. Fomenko, review emails from Nimal and Robert Sattaur of Telus Health re Kroll licensing, provide instructions to M. Fomenko for f/u with Alim and Robert, update S.Title on issues
24-Jan-2022	Sheldon Title	.20	review/approve cheque requisitions
24-Jan-2022	Sheldon Title	.80	memo to secured creditors on status of receivership, emails with Hornbostel re: Telus/Kroll continuity
25-Jan-2022	Chahna Nathwani	.70	Meeting with Nimal, Mike, Deborah and Robert - Telus
25-Jan-2022	Deborah Hornbostel	1.40	Review various emails from Mike, Nimal and Alim re Kroll support issue, attend conference call to discuss with Kroll rep, tc to Sal of National, email to S. Title to summarize situation and provide recommendation
25-Jan-2022	Patricia Ball	.10	Dec Bank Rec
25-Jan-2022	Sheldon Title	.70	finalization of memorandum; review of cash position
26-Jan-2022	Akhil Kapoor	1.00	1) Discussion with Chahna re post/pre receivership returns, o/s commitments, source deduction queries and computation to understand MNP's obligation to pay CRA. Also, understanding ST's computation - source deduction less HST refund less other refunds. 2) Following up with Alim re queries sent to him by Chahna and pending consultant payments 3) Discussion with Chahna re missing SIN numbers for a couple of employees 4) Discussion with ST re landlord claims and informing him that LL has not contacted us for any claims
26-Jan-2022	Chahna Nathwani	.10	T4s and HST returns spreadsheets preparing/finalising and sent it to Akhil for his final review
26-Jan-2022	Deborah Hornbostel	.40	Tel call with Sal Surani regarding server issue, email details to him for assistance
26-Jan-2022	Sheldon Title	.40	call with Fell; review bank rec
27-Jan-2022	Chahna Nathwani	2.80	Follow-up with Gunjan on SIN, Call in with Evangeline, call in with Ken for cheque and SIN, revision of HST returns and sent it to A. Kapoor
27-Jan-2022	Deborah Hornbostel	.10	Approve HST cheque
27-Jan-2022	Sheldon Title	.80	call with Wyett; work on SRD/financial analysis; email to/from Rakowski on charter
28-Jan-2022	Chahna Nathwani	1.00	(Continue) revisions of HST Returns filing and submitting the report to A. Kapoor for review, reviewed T4 sheet and revert to Sheldon's email
28-Jan-2022	Sheldon Title	.80	finalization of memo and send to LPG, Sal @ National and Ben @ CWB and respective counsel
29-Jan-2022	Sheldon Title	.40	texts to/from Fell to arrange meeting with secureds, call to discuss strategy, finalization of invoice
31-Jan-2022	Chahna Nathwani	.80	Revised - invoice billing
31-Jan-2022	Deborah Hornbostel	.20	Respond to email from Chahna re Telus/Kroll renewal, email exchange with Sal Surani re Kroll storage issue
01-Feb-2022	Chahna Nathwani	.30	Call in with CRA Representative - Ms. Kamila Figaszewska for Pre filing HST Codes (Follow-Up)
01-Feb-2022	Fatemah Khalfan	.20	Receipt voucher prepared and sent to S. Title
03-Feb-2022	Deborah Hornbostel	.60	review of correspondence from Charter Bidder's solicitor advising of termination of offer, review previous correspondence to secured creditors and draft update email
03-Feb-2022	Sheldon Title	.20	call with Fell
04-Feb-2022	Deborah Hornbostel	1.00	email and vm to C. Fell for review of email to secured creditors, obtain distribution listing for emails, issue to LPG, National and CWB and their counsels
04-Feb-2022	Fatemah Khalfan	.30	Receipt posted to Ascend and deposit slip printed
04-Feb-2022	Sheldon Title	.10	review of draft email to secured creditors and email to Hornbostel on same
05-Feb-2022	Deborah Hornbostel	.20	- tc with Sal Surani re Pulse Charter, emails with S. Title re sale process

05-Feb-2022	Sheldon Title	.20	emails with Hornbostel on Surani response to update email
06-Feb-2022	Deborah Hornbostel	.20	tc with Sal Surani re potential stalking horse sale process
07-Feb-2022	Chahna Nathwani	1.80	Continuing Pre-Receivership HST filing - reviewing bank statements and calculating HSTs
07-Feb-2022	Chahna Nathwani	.30	Call received - Deborah on Firmex for Charter, Documents reviewed and sent email to Deborah on findings
07-Feb-2022	Deborah Hornbostel	.60	Review previous NDA, sale agreement and data room for charter sale process, discussion with Chahna re verification for data room access and current postings in it, update S. Title re S. Surani discussion
07-Feb-2022	Fatemah Khalfan	.50	Monitored TD bank account for transfer of funds; received; prepared receipt voucher and sent to M. Lem for approval
07-Feb-2022	Matthew Lem	.10	Email to TD re account
08-Feb-2022	Chahna Nathwani	.40	Call in with Mr. Rick Wan re Telus Health care Autopayment issue, call in with Akhil on Teva's information, email sent to Matthew on updates
08-Feb-2022	Chahna Nathwani	1.50	January Month HST return prepared and saved on WIP, Modifying Pre receivership HST calculation sheet
08-Feb-2022	Deborah Hornbostel	.30	Respond to msg from S. Surani, finalize and provide NDA to him for potential purchaser
09-Feb-2022	Chahna Nathwani	1.30	Continuing Pre-Receivership HST filing - reviewing bank statements and calculating HSTs
09-Feb-2022	Deborah Hornbostel	.50	Review email from B. Wyett re new potential purchaser, tc from Sal Surani to discuss record retention issue and NDA status of potential Charter bidder, provide NDA to Asim Iqbal re Charter
09-Feb-2022	Fatemah Khalfan	.30	Received signed receipt voucher back from M. Lem - saved to client folder; posting of receipt done in Ascend
09-Feb-2022	Sheldon Title	.20	call with Asim Iqbal on his client's potential interest, email with Deborah on same
10-Feb-2022	Akhil Kapoor	2.00	1) Update on Pulse re Charter sale renewal, review of box description shared by Docudavit, discussion with Docudavit and Deborah re missing year and description on certain boxes2) Discussion with Matt about a new PP and verifying if we have sent them the teaser3) Advising Chahna to prepare a list of pending points for discussion and planning next steps
10-Feb-2022	Deborah Hornbostel	.50	Review proposed teaser doc from AK for distribution to individual, discussion with AK re data room, review inventory listing of boxes and provide instructions to AK for more info, review NDA from A. Iqbal's client and respond for proper completion,
11-Feb-2022	Akhil Kapoor	1.00	Discussion with Chahna on pending points, pre receivership returns, ROE, T4, source ded payments, Telus, Teva Pharma among others
11-Feb-2022	Akhil Kapoor	1.50	1) Discussion with Docudavit team re discussing the issue of missing year and description on boxes and requesting them for a quote to provide the missing information. Also discussed with Deborah about it2) Discussion with Deborah re renewing Pulse Charter sale process, new PPs, providing access to a new PP and his team. 3) Shaping up Pulse Charter VDR to reflect the documents which must be provided to the new PP and creating a new group for these new PPs4) Discussion with a new PP who has been provided access to VDR about docs, timelines for providing SH bid doc among others
11-Feb-2022	Deborah Hornbostel	1.10	Review court order wrt sale process authority, tcs with S. Surani and PP re NDA, review executed NDA and provide instructions to AK for data room access, email to C. Fell to update on sale process strategy and request preparation of stalking horse APS documents, update from AK re Docudavit records, status update to S.Title, review of CRA correspondence re property claim
14-Feb-2022	Akhil Kapoor	1.20	1) Discussion re Charter sale, SH bidder, VDR creation, providing access to VDR to selected parties among others2) Following up for Teva contact details (with Alim, S. Title's contact among others)
14-Feb-2022	Chahna Nathwani	.30	Call in with A.Kapoor on Pulse updates for Pre-filings and ROE
14-Feb-2022	Eddie Gao	2.70	several calls and research re Sheldon's questions.
14-Feb-2022	Sheldon Title	.40	emails to/from Iqbal to arrange access to data room; emails to Kapoor to coordinate access; further emails from Iqbal to answer his questions concerning business assets, etc.
15-Feb-2022	Akhil Kapoor	1.50	1) Commencing discussion on T4s, resolving issues with VDR, SH bidder queries among others2) Discussion with a few suppliers

15-Feb-2022	Chahna Nathwani	2.10	Pre-Receivership- HST returns filing for the year 2018, 2019, 2020 and 2021, Post receivership- January HST return review and filing with CRA, Call in with Evan and ken for final reminder to submit missing information, email sent to Gunjan to submit SIN number, Draft ROE prepared for Patricia and sent it to A.Kapoor for review and approval
15-Feb-2022	Matthew Lem	.20	Correspondence with potential purchasers for pre-1954 charter; discussion with A. Kapoor re same.
15-Feb-2022	Sheldon Title	.70	call with Fell; email to Iqbal; text messages with Surani; email to Willis on waiver of filing; email to/from Douglas Arthur on return of deposit to his client; email to Khalfan/Lem
16-Feb-2022	Akhil Kapoor	1.30	1) Discussion with PP and Sal re queries in VDR, draft legal document for Stalking Horse, commencing work on T4 among others 2) Brief discussion with Docudavit re cataloguing services3) Informing S. Title about discussion with Kevin's lawyer's call and his request for a call
16-Feb-2022	Chahna Nathwani	1.40	Calculation sheet prepared for Pre-receivership payments to employees, Prepared T4s and T4 summary for Pre and post receivership for A.Kapoor's review
16-Feb-2022	Fatemah Khalfan	.60	Checked online in the TD bank account and on Ascend and sent email confirmation to S. Title of receipt of funds from a bidder; also requested wire details; received wire details back and prepared cheque requisition and sent to S. Title for review
16-Feb-2022	Sheldon Title	.20	call with Surani re: prospective parties interest in charter
16-Feb-2022	Sheldon Title	.10	email to PP re: return of deposit
17-Feb-2022	Chahna Nathwani	.20	call in with A.Kapoor on T4s and T4 summary, prepared cheque requisition for Bhavin Patel invoice
17-Feb-2022	Fatemah Khalfan	.60	Wire authorized; sent to M. Lem and S. Title; received back; saved to client folder; posted to Ascend
17-Feb-2022	Matthew Lem	.10	wire authorization
17-Feb-2022	Sheldon Title	.90	draft response to Asim's email, further email exchange with Asim to respond to his further questions; update call to Ben Wyett
17-Feb-2022	Tyler Spicer	.60	Review email from Senior Manager regarding CRA call request / T2 filing waiver. Attempted calls to CRA (x2)
18-Feb-2022	Akhil Kapoor	2.50	1) Detailed discussion with Chahna re preparation of Pre and Post receivership T4, noting down changes and advising Chahna about them. Also discussed Patricia's ROE and changes.2) Discussion on other pending points incl. Teva, Telus, Charter sale (a new PP) among others
18-Feb-2022	Chahna Nathwani	.50	Call in with A.Kapoor on outstanding matters (ROE,ALim's expense/WFK invoice, Jamp pharma rebate and Data Room
18-Feb-2022	Chahna Nathwani	1.20	Revising T4s and Summary as per S.Title's directions, call in with CRA for submission re T4s without SIN number, Business inquiry on online access of CRA account, requisition prepared for Bhavin Patel as per A.Kapoor's email
18-Feb-2022	Fatemah Khalfan	.30	Checked bank account to make sure wire payment went through, posting done to Ascend
18-Feb-2022	Tyler Spicer	.70	Multiple calls to agent. On call three spoke to agent regarding Senior Managers 3 questions. Draft email response to senior manager regarding CRA agent responses to questions
22-Feb-2022	Akhil Kapoor	.10	Discussion with PP's lawyer re call to be set up with S. Title and Caitlin to discuss his concerns
22-Feb-2022	Akhil Kapoor	.60	Discussion with Chahna re pending/completed tasks re ROE for Patricia (to be e-filed), TEVA contact, post receivership return for Feb 2022, source ded. payment to CRA, Telus and Key 2 update, box storage update, o/s payments among others
22-Feb-2022	Akhil Kapoor	2.60	1) Multiple discussions re ROE and T4 changes2) Finalisation of T4s, multiple discussions within team, signatures and filings with CRA and courier to the employees3) Discussion re ROE and WEPP (not applicable as the notice was provided) for Patricia and updating S. Title about it
22-Feb-2022	Chahna Nathwani	.60	Prepared mailing packages for CRA and Employees - T4 and T4 Summary
22-Feb-2022	Deborah Hornbostel	.40	Email to Sal re Telus software issue, update from S. Title re Charter sales process, execute T4 summaries, scan for filing
22-Feb-2022	Eddie Gao	.70	meeting with Glenn.
22-Feb-2022	Glenn Willis	1.00	c/w Eddie re: CRA's comment on new BN, waiver // c/w Sheldon re: debt forgiveness idea
22-Feb-2022	Sheldon Title	1.00	call with Willis/Gao on waiver/forgiveness of debt considerations; call with Fell on same

23-Feb-2022	Akhil Kapoor	1.50	1) Updating Deborah about Docudavit's quote for box catalogue and related discussion 2) Discussion with Docudavit re their quote 3) Setting up the call with PP's lawyer and attending a call with him, S. Title and Caitlin
23-Feb-2022	Fatemah Khalfan	.50	Email received from PP re wire sent to 1721072 Ontario Limited; logged onto TD bank account and checked that wire had not been returned; checked wire details which had been used for wire authorization; sent update to S. Title; sent update to PP
23-Feb-2022	Sheldon Title	.30	coordinate call with PP's counsel, email to Willis/Gao on forgiveness of debt consideration
24-Feb-2022	Akhil Kapoor	.10	Follow up with S. Title for payment of source deductions and advising Chahna to prepare a requisition
24-Feb-2022	Chahna Nathwani	.60	call in with CRA business department re no online access
24-Feb-2022	Chahna Nathwani	.30	Updating Ascend-receipt section for received cheques and prepared receipt vouchers
24-Feb-2022	Chahna Nathwani	.30	Call in with Key2 for March invoice (as per Akhil's email)
24-Feb-2022	Fatemah Khalfan	.20	Reviewed emails sent by PP re: wire transfer of funds
24-Feb-2022	Patricia Ball	.10	Jan Bank Rec
24-Feb-2022	Sheldon Title	.20	call with Ben Wyett (update on sale process)
25-Feb-2022	Akhil Kapoor	1.00	1) Discussion with Chahna re T4 submission, Teva contact among others 2) Discussions re legal queries for Charter sale, Docudavit quote, Server among others
25-Feb-2022	Chahna Nathwani	1.40	search and calls made to Teva Pharma, detailed email sent to AP department, receipt vouchers prepared for upcoming cheques and sent it to S.Title for approval, cheque requisition prepared for payroll source deduction payment, posting into Ascend and prepared and mailed cheque to CRA, voicemail left/email sent to Manuela Bombardieri- Key2 for March invoice
25-Feb-2022	Deborah Hornbostel	.30	Review CRA notices of HST assessments and circulate, review and approve CRA payment and cheque
25-Feb-2022	Sheldon Title	.20	approval of requisitions/vouchers and email exchange with Wyett
26-Feb-2022	Deborah Hornbostel	.10	Email exchange with S. Title re HST hold
28-Feb-2022	Akhil Kapoor	.70	Discussion with Thelma and Chahna re T's T4 and her concerns
28-Feb-2022	Chahna Nathwani	.50	February HST calculation - prepared and sent it to A.Kapoor for review/approval
28-Feb-2022	Deborah Hornbostel	.40	Tc to Kamila of CRA re HST refund hold, tc with S. Surani re electronic records and Kroll access issue, instructions to C.Nathwani to cancel Kroll account

### Summary of Time Charges

Professional	Title	Hours	Average Rate	Fee Amount
<b>Department -Corporate Recovery and Restructuring</b>				
Sheldon Tittle	Senior Vice President	142.60	\$ 630.00	\$ 89,838.00
Matthew Lem	Senior Vice President	5.80	\$ 550.00	\$ 3,190.00
Deborah Hornbostel	Senior Vice President	84.90	\$ 630.00	\$ 53,487.00
Akhil Kapoor	Manager	412.00	\$ 406.80	\$ 167,601.20
Chahna Nathwani	Estate Administrator	258.80	\$ 222.00	\$ 57,453.60
Fatemah Khalfan	Estate Administrator	45.80	\$ 222.00	\$ 10,167.60
<b>Department - Specialty Tax</b>				
David Law	Director	0.30	\$ 520.00	\$ 156.00
Glenn Willis	Partner - Taxation	1.50	\$ 630.00	\$ 945.00
Kal Ruprai	Partner, Indirect Tax	0.40	\$ 630.00	\$ 252.00
Eddie Gao	Senior Manager	4.40	\$ 375.00	\$ 1,650.00
Tyler Spicer	Designated Professional	1.30	\$ 325.00	\$ 422.50
Derek Innis	Partner - Taxation Services Regional Tax Leader	0.20	\$ 565.00	\$ 113.00
<b>Department - Insolvency</b>				
Patricia Ball	Assistant Estate Manager	0.70	\$ 181.29	\$ 126.90
Heather Ursaki	Executive Assistant	0.10	\$ 165.00	\$ 16.50
Jim Guo	Accounting Administrator	1.10	\$ 153.55	\$ 168.90
<b>Department - Corporate Finance</b>				
Kevin Tremblay	Managing Director	0.30	\$ 575.00	\$ 172.50
<b>Department - Private Enterprise General Core</b>				
David MacAlpine	Partner	0.60	\$ 495.00	\$ 297.00
Total		960.80		\$ 386,057.70

**Invoice****Invoice Number :** 10416120**Client Number :** 0906130**Invoice Date :** May 17 2022**Invoice Terms :** Due Upon Receipt

PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.  
 3-111 Zenway Blvd  
 Woodbridge, ON L4H 3H9

**For Professional Services Rendered :**

For Services related to the Receivership of Pulse RX Inc. and Family Pharmacy Clinic Inc. for the period ending April 30, 2022.	24,230.50
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Add: Firmex Virtual Data Room	321.00
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Sub Total :	24,551.50
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Harmonized Sales Tax :	3,191.70
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<b>Total (CAD) :</b>	27,743.20
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HST Registration Number : 103697215 RT 0001

**Invoices are due and payable upon receipt.**

Thank you for your business. We  
 sincerely appreciate your trust in us.

**Licensed Insolvency Trustees**  
**111 RICHMOND STREET WEST, SUITE 300;**  
**TORONTO ON; M5H 2G4**  
**P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca**

## Detailed Time Charges up to April 30, 2022

Date	Description	Units	Notes
01-Mar-2022	Akhil Kapoor	.40	1) Discussion and resolution of queries raised by Thelma in her Pre and Post receivership T42) Discussion and filing of nil HST return for Feb by Chahna
01-Mar-2022	Chahna Nathwani	.90	call in with Teva AP department for a follow-up to outstanding invoice, Preparing Feb 2022 HST return and sent it to A.Kapoor for reviewing and file it with CRA
02-Mar-2022	Akhil Kapoor	.20	1) Discussion with Chahna re Teva, Thelma T4.2) Discussion with ST re Charter sale status
02-Mar-2022	Eddie Gao	.50	meeting
02-Mar-2022	Glenn Willis	.75	c/ f Sheldon re: is debt forgiveness possible
02-Mar-2022	Matthew Lem	.10	Discussion with S. Title re sale process for charter; return call to potential purchaser and forward contact details to team.
02-Mar-2022	Sheldon Title	1.40	call with Willis/Gao on tax forgiveness; call to Fell, call to Iqbal (left message); call with Iqbal (31 mins)
03-Mar-2022	Akhil Kapoor	.30	1) Email comm with S. Title and (PP) re current status of charter sale and setting up a call for Friday to discuss the issues and queries2) Email comm re Bhavin's payment to be made and req. to be sent to S. Title. Discussion with S. Title re that req.
03-Mar-2022	Matthew Lem	.10	email and correspondence with TD re closing account.
03-Mar-2022	Sheldon Title	.40	approve payment, left message for Fell; call with Fell; call to Sal Surani ; email to MNP team/Fell after discussion with Sal
04-Mar-2022	Akhil Kapoor	.40	1) Discussion with S. Title re call with PP) Multiple emails with PPre setting up a call for weekend/next week3) Discussion with Chahna re Thelma's revised T4 and sharing with her
04-Mar-2022	Sheldon Title	.20	update Wyett on status
07-Mar-2022	Akhil Kapoor	.10	Discussion with S. Title re scheduling a call with the PP and setting up a time for Tuesday morning
07-Mar-2022	Sheldon Title	.10	call with A. Iqbal
08-Mar-2022	Akhil Kapoor	1.00	1) Discussion re pending HST refunds and update from CRA to Deborah 2) Preparing a sheet for unpaid commitments and HST refunds 3) Reviewing HST returns and refunds
08-Mar-2022	Akhil Kapoor	.60	Call with a prospective purchase and S. Title re Charter sale and issues for the buyer and related matters
08-Mar-2022	Chahna Nathwani	1.20	Follow-up call to CRA for reassessment HST filing for Sept 2021; Information provided and generated the case for online filing; Web code generated for 2022 HST filings, Follow-up call with M.s Tania (Representative of TELUS Health-Kroll) re Account closure
08-Mar-2022	Deborah Hornbostel	.30	Update from A. Kapoor re o/s HST refund, tc with Kamilla of CRA re status, update email to team
08-Mar-2022	Sheldon Title	.60	call with PP/Kapoor, emails with team on calculating remaining financial commitments; call with Raza vis a vis his client interested in charter, email to Fell

09-Mar-2022	Akhil Kapoor	1.00	1) Discussion re docudavit storage, related costs among others 2) Discussion re status of file, HST refunds expected, status of returns among others 3) Status of charter sale PPs, tax forgiveness issue among others
09-Mar-2022	Chahna Nathwani	.50	Call in with Ms. Diana (TELUS Health) for account closure and writing off unpaid invoices, Brief email sent to Deborah regards to outstanding invoice payments for TELUS and informing of closure account request.
09-Mar-2022	Deborah Hornbostel	1.30	Review Docudavit storage record listing and contract, instructions to Akhil for cost calculation, tc with Lupe of Docudavit to discuss obtaining missing details for certain boxes and confirm list of costs, email to update A Kapoor and S. Title, review email from Chahna and TELUS and respond, tc from Kamilla of CRA to update on HST refund hold
09-Mar-2022	Sheldon Title	.80	call with Fell, Papdatos and Farovitch of BLG on charter opportunity, call with Fell afterwards, texts to CF/pharma team, call with Wyett
10-Mar-2022	Deborah Hornbostel	.30	Email to Lupe of Docudavit to request box with minute books, review emails from S. Title related to charter purchaser's offer and C. Fell's response
11-Mar-2022	Akhil Kapoor	1.00	Preparation of an estimate of charges which Docudavit may charge for 10 years storage with destruction of certain no of boxes each year after reviewing the contract with Docudavit
11-Mar-2022	Deborah Hornbostel	.30	Emails with Lupe of Docudavit re box delivery, review storage cost schedule from A Kapoor
11-Mar-2022	Matthew Lem	.10	Attend to correspondence from interested party re ore-54 charter;
11-Mar-2022	Sheldon Title	.20	email to PP on term sheet, email exchange with Fell and Pitch on setting up call
15-Mar-2022	Chahna Nathwani	.20	Brief call in with Key2Communication re still receiving Outstanding emails
15-Mar-2022	Deborah Hornbostel	.20	Review message from Kamila of CRA re HST refunds, update team via email
15-Mar-2022	Patricia Ball	.10	Feb Bank Rec
15-Mar-2022	Sheldon Title	.70	phone call with Pitch and Caitlin on tax issues relating to Pulse's charter; email from Jane @ BLG, email to Fell on same
16-Mar-2022	Deborah Hornbostel	.10	Tel call with Lupe of Docudavit re inventorying of all boxes and provision of 10 year cost invoice
16-Mar-2022	Sheldon Title	1.10	call with Fell on tax considerations relating to charter, books and record disposition/exemption as custodian, next steps with interested parties, emails with PP's counsel relating to potential acquisition, emails with Raza re: same
17-Mar-2022	Akhil Kapoor	.20	Discussion re docs, minute books among others and that there is a potential party who could sign the NDA for the Charter
17-Mar-2022	Deborah Hornbostel	.30	Emails with Docudavit re delivery status of storage box, emails with F. Khalfan re contents received, update S. Title on minute book received, update from S. Title re pulse charter potential purchasers
17-Mar-2022	Fatemah Khalfan	.30	Received box from courier with minute book; opened and exchanged emails with D. Hornbostel on the contents; took pictures and sent to D. Hornbostel.
17-Mar-2022	Sheldon Title	.50	Team call with Farovitch, MacFarlane and Fell on charter sale
18-Mar-2022	Akhil Kapoor	.20	Discussion re Pulse update/status
18-Mar-2022	Glenn Willis	.50	Email to Sheldon re: preliminary thoughts

18-Mar-2022	Sheldon Title	.50	email to/from Lem on status of charter sale process/response to PP; email to Farovitch the NDA; email to Willis; text to Fell
21-Mar-2022	Akhil Kapoor	.30	Discussion with Chahna re pending items from Alim Surani and following up with him
21-Mar-2022	Deborah Hornbostel	.40	Review 10 year storage cost estimate from Docudavit, email to Lupe of Docudavit re rates charged and cataloguing of missing boxes
21-Mar-2022	Sheldon Title	.40	call with Kannampuzha
22-Mar-2022	Chahna Nathwani	.20	Discussion with A.Kapoor on Alim's reimbursement payment, Follow-up email sent to Alim @National Pharmacy for submitting his expenses
22-Mar-2022	Eddie Gao	.70	prep and meeting with the client.
22-Mar-2022	Sheldon Title	.10	emails Pitch and Willis; email to Farovitch
23-Mar-2022	Glenn Willis	1.25	c/w Sheldon // c/w Sheldon and WB
23-Mar-2022	Sheldon Title	1.30	call with Gao, Pitch, Fell and Willis; call with Fell afterwards; call with Wyett
24-Mar-2022	Akhil Kapoor	.50	Discussion re file status, possible tax structures for the sale transaction2) Follow up with Alim re his expense reimbursements and pending docs required
25-Mar-2022	Deborah Hornbostel	.10	Respond to vm from Jennifer POA requesting receipts
25-Mar-2022	Sheldon Title	.10	call with Fell
26-Mar-2022	Sheldon Title	.50	call with Fell on tax memo
28-Mar-2022	Fatemah Khalfan	.20	Received two cheques from G. Sabatino - from CRA for GST/HST - sent to S. Title; reviewed filed GST/HST returns in Pulse folder
29-Mar-2022	Deborah Hornbostel	.20	Review emails re debt forgiveness planning and HST refunds
29-Mar-2022	Fatemah Khalfan	.40	Cheque requisition for two CRA HST refund cheques done; sent to S. Title.
29-Mar-2022	Glenn Willis	.50	Respond to email from Katy Pitch
30-Mar-2022	Sheldon Title	.20	emails with Pitch/Willis/Fell on tax step
31-Mar-2022	Akhil Kapoor	.10	Discussing Pulse HST return for the month of March with Chahna
31-Mar-2022	Chahna Nathwani	.80	Reviewing March 2022 ledger and calculated HST filing, Call with A.Kapoor re refunds, Email sent to S.Title and A.Kapoor re March HST filing, Draft cheque requisition for MNP Fee payment, Posting into Ascend, Email sent to S.Title for an update, Login to TD to check the funds in order to cut the Fee cheque
31-Mar-2022	Fatemah Khalfan	.20	Entered the two receipts from CRA, GST refund, into Ascend; printed deposit slip.
31-Mar-2022	Sheldon Title	1.10	calls to/from Fell, call with Lang, MacFarlane, Farovitch, Fell, Pitch on tax workaround; email to Iqbal a response to his question; emails with Fell after reviewing NDA
01-Apr-2022	Matthew Lem	.50	Update firmex for new users and documents; discussion with S. Title re same.
01-Apr-2022	Sheldon Title	1.40	call with Iqbal and his client *2 and Fell, emails ahead of the call; call *2 with Fell; email to Farovitch at BLG re: client's email address, etc.; call with Lem to reorganize Pulse Firmex VDR; emails with Fell on Jonas' email related to price
04-Apr-2022	Deborah Hornbostel	.20	Review and approve cheque requisition and payment
04-Apr-2022	Fatemah Khalfan	.50	Received DOCUdavit Invoices x 2 in the mail; forwarded to D. Hornbostel; prepared cheque requisition and sent to D. Hornbostel for signing; received back and put through Ascend for e-signing.

04-Apr-2022	Sheldon Title	1.40	call with Fell; call with Wyett; call with Surani; emails to Surani, Wyett and Fell; email from Wyett and forward to Fell after discussion with Sal;
05-Apr-2022	Chahna Nathwani	.20	Received call from HST department re September 2021 and March 2022 HST verification
05-Apr-2022	Sheldon Title	.30	email to Fell with draft response to Iqbal , text msg and call to Fell
06-Apr-2022	Deborah Hornbostel	.20	Tel call from Maureen requesting tax receipts
06-Apr-2022	Fatemah Khalfan	.20	Cheque printed for Docudavit and mailed out
06-Apr-2022	Sheldon Title	.20	call with Fell on responses to PPs of charter
07-Apr-2022	Sheldon Title	.20	call with Surani; attempt call to Wyett
08-Apr-2022	Chahna Nathwani	1.40	Preparing French language webpage and uploading all documents as per English language webpage as per H. Ursaki's email
08-Apr-2022	Sheldon Title	.40	call with Wyett, call with Fell, email from PP, emails with LPG team
12-Apr-2022	Chahna Nathwani	.10	Brief email sent to D. Hornbostel re CRA HST Examiner reviews for Sept 2021 and March 2022 ITCs
12-Apr-2022	Deborah Hornbostel	.50	Tel call from Kamilla of CRA re HST account, email exchange with Chahna re a/c balance, vm from CRA re 2021 T4 return, review same and return call to CRA to clear return processing
12-Apr-2022	Sheldon Title	1.40	call with Fell; call with LPG and text to Fell on same; calls with Wyett and Surani on revised price; texts with Fell
13-Apr-2022	Sheldon Title	1.00	calls with Fell *2 plus brief call with Wyett, emails with PP to arrange 4/14 call; emails Maruf Raza
14-Apr-2022	Akhil Kapoor	.30	1) Discussion with Chahna re open issues (scheduled to be handled on Monday incl. email to Alim)2) Discussion with S. Title re o/s cheques in the account
14-Apr-2022	Sheldon Title	.60	call with Iqbal/client and Fell
18-Apr-2022	Chahna Nathwani	.30	Prepared cheque requisition for HST remittance for September 2021 reassessment
18-Apr-2022	Deborah Hornbostel	.40	Prepare summary of costs relating to patient record retention and access
18-Apr-2022	Sheldon Title	.50	email to/ from Farovitch to request access to VDR; email with Fell on PP's request for a call and texts with PP on questions; emails on HST cheque requisition and process same
19-Apr-2022	Chahna Nathwani	.50	Received call from CRA - Ms. Ethel in regards to RP01 outstanding payments and books & records enquiries, Sent a brief email to A. Kapoor with listed questions
20-Apr-2022	Deborah Hornbostel	.20	VM from Ariane of CRA, return vm
20-Apr-2022	Sheldon Title	1.00	call with Caitlin Fell, Farovitch, and MacFarlane on next steps/planning; call with Fell, further work on report
21-Apr-2022	Chahna Nathwani	.20	Sent brief email to G. Patel as a final reminder to respond for his uncashed cheque and T4, Login to TD for checking CRA RP02 payment as per A. Kapoor, Sent email to A. Kapoor with details
21-Apr-2022	Chahna Nathwani	.30	Prepared HST payment cheque for CRA and deposited to TD, Scanned cheque and saved under the directory for reference, send reminder email to Gunjan (former employee) in regards to uncashed cheque
22-Apr-2022	Fatemah Khalfan	.10	Call received from CRA wanting to verify some information; forwarded to C. Nathwani.
22-Apr-2022	Sheldon Title	1.00	cursory review of APS, text to Fell, revised SPA and review/comment on same, forward to Fell

25-Apr-2022	Sheldon Title	.30	email to Fell on status of her reviewing agreement; review of Fell's markup of share purchase agreement; email to Fell on same
26-Apr-2022	Sheldon Title	.30	review of Farovitch' s revisions to SPA and email to Fell on same
27-Apr-2022	Akhil Kapoor	.40	Detailed call with CRA to understand their requirements, verifying if they received payments sent by us for post receivership period, noting their queries (to be responded next week) among other matters
27-Apr-2022	Chahna Nathwani	.30	Follow-up email sent to G. Patel in regards to uncashed salary cheque, Call back to CRA department in regards to RP accounts
28-Apr-2022	Akhil Kapoor	.30	Discussion with chahna re CRA query on S. deductions and advising her to call them to explain the status, also discussed pendency related to employee expenses and reimbursements
28-Apr-2022	Sheldon Title	.50	review of execution copy of agreement and sign same, call with Wyett, emails with Fell on court date and agreement, email to purchaser the wire instructions
29-Apr-2022	Fatemah Khalfan	.30	Email received from S. Title about incoming wire from SRXHealth; logged into TD and checked bank account; sent update to S Title that wire received and entered to Ascend.
29-Apr-2022	Patricia Ball	.10	March bank rec
29-Apr-2022	Sheldon Title	.30	email to Khalfan to monitor deposit, email to Jonas to confirm receipt of deposit; call with Wyett on potential subordination of priority by National Pharmacy

## Summary of Time Charges

Professional	Title	Hours	Average Rate	Fee Amount
	Department - Corporate Recovery and Restructuring			
Sheldon Title	Senior Vice-President	21.00	\$ 630.00	\$ 13,230.00
Matthew Lem	Senior Vice-President	0.80	\$ 550.00	\$ 440.00
Deborah Hornbostel	Senior Vice-President	5.00	\$ 630.00	\$ 3,150.00
Akhil Kapoor	Manager	7.30	\$ 406.80	\$ 2,969.64
Chahna Nathwani	Estate Administrator	7.10	\$ 222.00	\$ 1,576.20
Fatemah Khalfan	Estate Administrator	2.20	\$ 222.00	\$ 488.40
	Department - Specialty Tax			
Glenn Willis	Partner - Taxation	3.00	\$ 630.00	\$ 1,890.00
Eddie Gao	Senior Manager	1.20	\$ 375.00	\$ 450.00
	Department - Insolvency			
Patricia Ball	Assistant Estate Manager	0.20	\$ 181.29	\$ 36.26
	Total	47.80		\$ 24,230.50

## Appendix “F”

Court File No. CV-21-00661434-00CL

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

B E T W E E N:

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES**

Applicant

- and -

**PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.**

Respondents

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**FEE AFFIDAVIT OF LEVI RIVERS**

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**I, Levi Rivers**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Legal Assistant with the law firm Weisz Fell Kour LLP (“**WFK**”) and, as such, I have knowledge of the following matters. Where I have relied on information from others, I state the source of such information and verily believe it to be true.
2. On June 10, 2021, MNP Ltd. (“**MNP**”) was appointed as the Receiver in the above proceedings. (the “**Receiver**”).
3. The Proposal Trustee retained WFK to advise with regards to matters related to MNP’s appointment and the performance of its duties and powers.



THIS IS **EXHIBIT "A"** REFERRED TO IN THE  
AFFIDAVIT OF LEVI RIVERS SWORN BEFORE ME,  
THIS 17TH DAY OF MAY, 2022

Shaun Parsons

Digitally signed by Shaun  
Parsons  
Date: 2022.05.17 16:31:47 -04'00'

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A COMMISSIONER FOR TAKING AFFIDAVITS

**INVOICE**

Invoice # 494164  
 Date: 07/06/2021  
 Due On: 08/05/2021

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

### Receivership of Pulse RX

Date	Description	Hours	Rate	Total	LP
05/31/2021	Call with S. Title re: issues of appointing a receiver; call with secured creditors and counsel re; same.	0.80	\$625.00	\$500.00	CF
06/01/2021	Call re: pulse receivership.	0.80	\$625.00	\$500.00	CF
06/02/2021	Review receivership order and make comments on same.	0.70	\$625.00	\$437.50	CF
06/09/2021	Emails re: receivership hearing and opposition.	0.30	\$625.00	\$187.50	CF
06/10/2021	Attend court hearing on receivership application. Calls with S. Title re: attendance at premises and conversation with Debtor re: missing receivership hearing; emails to McMillan and Wilson Vukelich re: same; emails re: securing bank accounts and dealing with active employees. Emails re; hiring term and task of employees.	1.80	\$625.00	\$1,125.00	CF
06/11/2021	Emails with S. Title re: pharmaceutical contracts.	0.40	\$625.00	\$250.00	CF
06/14/2021	Emails with S. Title re: update on receivership issues.	0.40	\$625.00	\$250.00	CF
06/15/2021	Call with S. Title re: Pulse RX receivership and next steps.	0.50	\$625.00	\$312.50	CF
06/16/2021	Emails with Mcmillan and MNP re: call for next steps.	0.30	\$625.00	\$187.50	CF
06/17/2021	Calls with McMillan and Wilson Vukevich re: status of receivership. Call with S. Title re: same. Review and revise letter to 	1.60	\$625.00	\$1,000.00	CF
06/17/2021	Drafting will supply letter; Review of materials provided by MNP regarding same; Circulation of draft letter	1.20	\$350.00	\$420.00	SP

06/18/2021	Review and consideration of correspondence with MNP; Discussion with C. Fell regarding same; [REDACTED] supply letter; Sending same and follow up correspondence with MNP; Review of reply	0.90	\$350.00	\$315.00	SP
06/22/2021	Drafting non-disclosure agreement; Discussions with C. Fell regarding same; Correspondence to receiver regarding same	1.30	\$350.00	\$455.00	SP
06/22/2021	Review and comment on NDA/non- compete. Emails with S. Title re. Same.	0.60	\$625.00	\$375.00	CF
06/23/2021	Review comments on NDA; revise same.	0.50	\$625.00	\$312.50	CF
06/24/2021	Emails with Tushara re: stalking horse; calls with S. Title re: stalking horse potential.	0.60	\$625.00	\$375.00	CF
06/25/2021	Review and comment on NDA for potential stalking horse bidder. Turn draft on same; emails with S. Title re: same; Calls with S. Title.	0.40	\$625.00	\$250.00	CF
				<b>Quantity Subtotal</b>	<b>13.1</b>

<b>Time Keeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
Caitlin Fell	9.7	\$625.00	\$6,062.50
Shaun Parsons	3.4	\$350.00	\$1,190.00
			<b>Quantity Total</b>
			<b>13.1</b>
			<b>Subtotal</b>
			<b>\$7,252.50</b>
			<b>Tax (13.0%)</b>
			<b>\$942.83</b>
			<b>Total</b>
			<b>\$8,195.33</b>
			<b>Payment (12/31/2021)</b>
			<b>-\$8,195.33</b>
			<b>Balance Owing</b>
			<b>\$0.00</b>

## Detailed Statement of Account

### Other Invoices

<b>Invoice Number</b>	<b>Due On</b>	<b>Amount Due</b>	<b>Payments Received</b>	<b>Balance Due</b>
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494164	08/05/2021	\$8,195.33	\$8,195.33	\$0.00
<b>Outstanding Balance</b>				<b>\$4,237.50</b>
<b>Total Amount Outstanding</b>				<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 494235  
 Date: 08/10/2021  
 Due On: 09/09/2021

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

## Receivership of Pulse RX

### Services

Date	Description	Hours	Rate	Total	LP
07/08/2021	Call with S. Title re: Pulse and sales process; review pre-1974 charter. Review Rekai's contracts. Draft email to Palaire Roland re: Rekais contracts. Revise sale process.	1.20	\$625.00	\$750.00	CF
07/16/2021	Review security of National Pharmacy and CWB; review potential transaction of reverse vesting order and implications of security over shares; call with S. Title re: same.	4.50	\$625.00	\$2,812.50	CF
07/20/2021	Call with counsel to National Pharmacy and CWB re: next steps in sale process; call with National Pharmacy re: security review; call with S. Title re: same.	1.30	\$625.00	\$812.50	CF
07/20/2021	Call with creditors re: update on pulse; call with McMillan re: same. Calls with S. Title re: next steps. Review comments on NDA from Greenshield	1.70	\$625.00	\$1,062.50	CF
07/21/2021	Call with S. Title re: stalking horse bidder and exclusivity.	0.50	\$625.00	\$312.50	CF
07/26/2021	Drafting letters to care homes regarding potential RFP; Attendance on file strategy with C. Fell regarding same; Correspondence with S. Title regarding same	2.10	\$350.00	\$735.00	SP
07/26/2021	Emails to S. Parsons and S. Title re: Rekai contact information.	0.30	\$625.00	\$187.50	CF
07/27/2021	Calls with S. Title re: Rekai's RFP; emails with stakeholder group; emails from Selma and S. Title re: defaults under	0.90	\$625.00	\$562.50	CF

	agreements. Review letter to Re kai and make amendments to same.					
07/28/2021	Review emails from D. Thring.	0.60	\$625.00	\$375.00		CF
07/29/2021	Correspondence with S. Title re: Martin and changing locks. Review and comment on SISP.	0.80	\$625.00	\$500.00		CF
07/30/2021	Drafting SISP; Review of file regarding same	3.50	\$350.00	\$1,225.00		SP
				<b>Quantity Subtotal</b>	<b>17.4</b>	
				<b>Services Subtotal</b>	<b>\$9,335.00</b>	

### Expenses

Date	Type	Description	Quantity	Rate	Total	Total
07/16/2021	Expense	Cyberbahn Searches: PPSA Searches: Family Pharmacy Clinic Inc. and Pulse RX Inc.	1.00	\$68.93	\$68.93	\$77.89
					<b>Expenses Subtotal</b>	<b>\$68.93</b>

Time Keeper	Hours	Rate	Total	
Caitlin Fell	11.8	\$625.00	\$7,375.00	
Shaun Parsons	5.6	\$350.00	\$1,960.00	
			<b>Quantity Total</b>	<b>17.4</b>
			<b>Subtotal</b>	<b>\$9,403.93</b>
			<b>Tax (13.0%)</b>	<b>\$1,222.51</b>
			<b>Total</b>	<b>\$10,626.44</b>
			<b>Payment (12/31/2021)</b>	<b>-\$10,626.44</b>
			<b>Balance Owing</b>	<b>\$0.00</b>

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50

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**Current Invoice**

<b>Invoice Number</b>	<b>Due On</b>	<b>Amount Due</b>	<b>Payments Received</b>	<b>Balance Due</b>
494235	09/09/2021	\$10,626.44	\$10,626.44	\$0.00
<b>Outstanding Balance</b>				<b>\$4,237.50</b>
<b>Total Amount Outstanding</b>				<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 494285  
 Date: 09/10/2021  
 Due On: 10/10/2021

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

## Receivership of Pulse RX

### Services

Date	Description	Hours	Rate	Discount	Total	LP
08/03/2021	Further drafting stalking horse sales process procedure; Review of file regarding same; Drafting asset purchase agreement; Drafting letter to M. Kusmirek; Discussion with C. Fell regarding same; Drafting Letters to Reikai Centres; Correspondence with Reikai Centre counsel and Receiver	4.20	\$350.00	15.0%	\$1,249.50	SP
08/04/2021	Call with counsel to Rekis; call with S. Title re: same; call with S. Title re: call with Martin; revisions to letter to Martin re: compliance with receivership order.	2.70	\$625.00	-	\$1,687.50	CF
08/04/2021	Preparation and attendance at meeting with Reikai Centre counsel; Further drafting asset purchase agreement; Correspondence with C. Fell regarding same; Further drafting and discussion with S. Title regarding letter to M. Kusmirek	2.60	\$350.00	-	\$910.00	SP
08/05/2021	Call with S. Title re: next steps and issues with Martin; review emails between Martin and Rekis; call with S. Title re: email from counsel to CWB and series B share structure.	1.80	\$625.00	-	\$1,125.00	CF
08/05/2021	Research regarding pre-1954 Pharmacy Charter; Updating sales process regarding same;	4.40	\$350.00	15.0%	\$1,309.00	SP

	Attendance on file strategy with C. Fell regarding same; Drafting further correspondence to Reikai Centres					
08/06/2021	Calls with S. Title re: supply issues; emails to M. Sterano re: disclosure of RFP bidder; call with S. Title re: conversation with Martin; review contracts with Reikai; emails re: legal fees on LPG supply contract; review letter to Reikai centres.	2.80	\$625.00	-	\$1,750.00	CF
08/06/2021	Drafting correspondence to Reikai Centres	0.50	\$350.00	-	\$175.00	SP
08/07/2021	Draft email to L. Corne re: supply issues; emails with S. Title re: same.	0.40	\$625.00	-	\$250.00	CF
08/08/2021	Emails from S. Title re: L. Corne voicemail; messages with S. Title re: supply issue.	0.20	\$625.00	-	\$125.00	CF
08/09/2021	Drafting letter to M. Sterano re: enforceability of contracts; auto renewal clause and next steps; compare versions of contracts provided; emails with S. Title re: same; call with Paliare Roland re: same; emails with L. Corne re: supply; various calls with S. Title re: supply.	3.10	\$625.00	-	\$1,937.50	CF
08/09/2021	Attendance at call with counsel for the Reikai Counsel, S. Title and C. Fell	1.00	\$350.00	-	\$350.00	SP
08/10/2021	Call with Paliare Roland as counsel to Reikai Centres; review existing service agreements; emails to S. Title re: contact information for Martin; emails with L. Corne re: same; emails to Paliare Roland re: RFP; revise sale procedures for stalking horse bid.	3.40	\$625.00	-	\$2,125.00	CF
08/10/2021	Drafting stalking horse asset purchase agreement; Updating sales process; Attendance at call with counsel for Reikai Centres	3.70	\$350.00	-	\$1,295.00	SP
08/11/2021	Call with M. Starino re: reticence to provide RFP and other issues between the parties; calls with S. Title re: same; review settlement offer with C. Calon and discussion with S. Title re: same; emails with Y. Levinson re: enforcement.	2.80	\$625.00	-	\$1,750.00	CF
08/11/2021	Receipt and review of correspondence from Reikai Centres; Further drafting asset purchase agreement	1.00	\$350.00	-	\$350.00	SP
08/12/2021	Further drafting asset purchase agreement; Correspondence regarding same with C. Fell	3.00	\$350.00	15.0%	\$892.50	SP
08/12/2021	Revise term and task letter per comments from S. Title. Call with C. Calon re: issues between receiver and reikai and status of stalking horse; review RFP provided. Review settlement offer. Review and revisions to Stalking Horse	2.90	\$625.00	-	\$1,812.50	CF

Agreement.						
08/13/2021	Updating sales process; Attendance on file strategy with C. Fell regarding same; Correspondence with S. Title regarding same	2.00	\$350.00	-	\$700.00	SP
08/13/2021	Review and revise stalking horse sale process and sale process for charter; emails with S. Title re: same; discussions with S. Title re: rekai centres.	2.10	\$625.00	-	\$1,312.50	CF
08/15/2021	Review comments on stalking horse agreement.	0.40	\$625.00	-	\$250.00	CF
08/16/2021	Review of comments from S. Title on stalking horse asset purchase agreement; Review and update of sales process; Review and update of asset purchase agreement; Receipt and review of correspondence with Rekai centres; Correspondence with S. Title regarding updated documents; Review and incorporation of comments from S. Title on sales process; Further review and incorporation of comments regarding same; Drafting NDA	5.50	\$350.00	-	\$1,925.00	SP
08/16/2021	Emails with C. Calon re: settlement offer; review and provide additional comments on sale process; calls with S. Parsons re: changes to sale process. emails re: auction;	2.30	\$625.00	-	\$1,437.50	CF
08/17/2021	Review of pharmacy sale process regarding inventory amounts; Correspondence to C. Fell regarding same; Updating asset purchase agreement and sale process regarding same; Correspondence to S. Title and A. Kapoor regarding same	1.90	\$350.00	-	\$665.00	SP
08/17/2021	Various calls with S. Title re: conduct of Rekai; review emails from T. Sarsan; emails with M. Starino and C. Calon re: disruptive conduct.	2.80	\$625.00	-	\$1,750.00	CF
08/18/2021	Circulation of sales process; Review of correspondence from Rekai Centres; Review and drafting consulting agreement with National Pharmacy; Further update of consulting agreement; Correspondence with S. Title regarding same; Further update and correspondence regarding same	2.30	\$350.00	-	\$805.00	SP
08/18/2021	Revise National Pharmacy consulting agreement and emails with S. Parsons re: same; emails ██████████ entitlement; work load and go forward assistance. Emails with S. Title re: comments on consulting agreement.	2.40	\$625.00	-	\$1,500.00	CF
08/19/2021	Research regarding director's vacation accruals; Drafting results of same; Drafting letter to	2.70	\$350.00	-	\$945.00	SP

	counsel for the Reikai Centre's non-participation in the interim provision of pharmacy services; Attendance on file strategy with C. Fell regarding same					
08/19/2021	Calls with S. Title re: reikai centres and rescheduling meetings; review research from S. Parsons re: directors' entitlement to vacation pay. Review emails from Thelma to receiver; calls with S. Title re: same; emails from C. Calon re: stalking horse bid; drafting letter to Reikai centres; call with C. Calon re: conduct of reikai and solutions.	2.80	\$625.00	-	\$1,750.00	CF
08/20/2021	Revise consulting agreement; emails with S. Title re: accrued vacation pay.	0.80	\$625.00	-	\$500.00	CF
08/22/2021	Emails with S. Title re: accrued vacation; Review BIA and ESA entitlements.	0.50	\$625.00	-	\$312.50	CF
08/24/2021	Correspondence regarding follow up on comments on sales process; Review of T. Weerasooriya comments on sales process; Updating sales process regarding same; Attendance on file strategy with C. Fell regarding same; Correspondence with S. Title regarding same;	0.80	\$350.00	-	\$280.00	SP
08/24/2021	Emails with S. Title re: consulting agreement. Emails with C. Calon re: stalking horse bid. Emails [REDACTED]. Email to S. Nutter re: going through receiver only.	0.80	\$625.00	-	\$500.00	CF
08/25/2021	Follow up correspondence regarding sales process; Review of NDA	0.30	\$350.00	-	\$105.00	SP
08/25/2021	[REDACTED] CWB and family pharmacy.	0.60	\$625.00	-	\$375.00	CF
08/26/2021	[REDACTED] Drafting settlement regarding same	0.30	\$350.00	-	\$105.00	SP
08/26/2021	[REDACTED] Call with S. Title re: same	0.80	\$625.00	-	\$500.00	CF
08/27/2021	Drafting responses to C. Caruana's comments on sales process; Update and review of sales process in light of same	1.10	\$350.00	-	\$385.00	SP
08/30/2021	Review of Care Rx comments on the asset purchase agreement	0.10	\$350.00	-	\$35.00	SP
08/30/2021	Review emails from Thelma to S. Title; emails to S> [REDACTED]; call with S. Title re: same; review markup on stalking horse apa.	1.20	\$625.00	-	\$750.00	CF

08/31/2021	Drafting settlement agreement and [REDACTED] S [REDACTED]; [REDACTED] [REDACTED] Review of file regarding same	2.00	\$350.00	-	\$700.00	SP
08/31/2021	Calls with S. Title re: T. Saram; calls with S. Parsons re: letter to Sarsam. Revisions to stalking horse agreement; review comments on sale process.	0.80	\$625.00	-	\$500.00	CF
					<b>Quantity Subtotal</b>	<b>77.8</b>
					<b>Line Item Discount Subtotal</b>	<b>-\$609.00</b>
					<b>Services Subtotal</b>	<b>\$37,181.00</b>

### Expenses

Date	Type	Description	Quantity	Rate	Total	Total
08/05/2021	Expense	Corporate profile report - Pulse Rx Inc.	1.00	\$25.85	\$25.85	\$29.21
					<b>Expenses Subtotal</b>	<b>\$25.85</b>

Time Keeper	Hours	Rate	Discount	Total	
Caitlin Fell	38.4	\$625.00	-	\$24,000.00	
Shaun Parsons	39.4	\$350.00	-\$609.00	\$13,181.00	
				<b>Quantity Total</b>	<b>77.8</b>
				<b>Subtotal</b>	<b>\$37,206.85</b>
				<b>Invoice Discount</b>	<b>15.0%</b>
				<b>Tax (13.0%)</b>	<b>\$4,111.36</b>
				<b>Total</b>	<b>\$35,737.18</b>
				<b>Payment (12/31/2021)</b>	<b>-\$35,737.18</b>
				<b>Balance Owning</b>	<b>\$0.00</b>

### Detailed Statement of Account

#### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50

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**Current Invoice**

<b>Invoice Number</b>	<b>Due On</b>	<b>Amount Due</b>	<b>Payments Received</b>	<b>Balance Due</b>
494285	10/10/2021	\$35,737.18	\$35,737.18	\$0.00
<b>Outstanding Balance</b>				<b>\$4,237.50</b>
<b>Total Amount Outstanding</b>				<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 494340  
 Date: 10/12/2021  
 Due On: 11/11/2021

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

## Receivership of Pulse RX

### Services

Date	Description	Hours	Rate	Total	LP
09/01/2021	Revise letter to Thelma and emails with S. Parsons; various emails with Thelma re: conduct of receiver and working with national; calls with S. Title re: same. Revisions to stalking horse bid. Calls with S Title re: same. Emails and calls re: revised CRA deemed trust amount.	1.40	\$625.00	\$875.00	CF
09/01/2021	Further drafting letter to T. Sarsam; Drafting settlement and final release; Correspondence to S. Title regarding same; Review and update of same regarding comments S. Title	0.60	\$350.00	\$210.00	SP
09/02/2021	Revisions to stalking horse agreement; emails to S. Title re: same; calls with S. Title to go through outstanding comments and issues; emails with Themla re: release; review release for Thelma. Calls with S. Parsons re: same.	1.40	\$625.00	\$875.00	CF
09/02/2021	Correspondence to T. Sarsam; Updating settlement; Review of Care Rx stalking horse comments; Correspondence to S. Tittle regarding same	1.80	\$350.00	\$630.00	SP
09/03/2021	Emails with S. Title re: changes to stalking horse purchase agreement; review revised mark-up from carex; emails to carex counsel re: same. Revise sale process based on comments from Carex.	1.40	\$625.00	\$875.00	CF
09/03/2021	Review and update of Sales Process Procedure	0.90	\$350.00	\$315.00	SP
09/07/2021	Various emails re: Thelma; discussions with S. Title re: same.	0.60	\$625.00	\$375.00	CF

09/08/2021	Emails with C. Calon re: next steps with stalking horse; revisions to stalking horse agreement; review revisions to settlement agreement with Thelma and emails re: same.	0.80	\$625.00	\$500.00	CF
09/08/2021	Updating stalking horse agreement; Correspondence to counsel for the Reikai Centre regarding same; Correspondence to M. Sarsam regarding settlement	0.30	\$350.00	\$105.00	SP
09/09/2021	Review revisions to APA by CareRX; emails to P. Rakowski re: same. Emails with S. Parsons re: changes by Themla to settlement agreement.	0.80	\$625.00	\$500.00	CF
09/09/2021	Review of signed settlement agreement; Discussion with C. Fell regarding discrepancy and counterparty edits; Correspondence regarding same	0.70	\$350.00	\$245.00	SP
09/10/2021	Calls with S. Title re: thelma and services provided by National.	0.50	\$625.00	\$312.50	CF
09/10/2021	Drafting security review; Review of file regarding same; Caselaw research regarding same; [REDACTED] changes; Attendance on file strategy with C. Fell regarded repeated counterparty changes	4.00	\$350.00	\$1,400.00	SP
09/13/2021	Discussion with S. Title re; vacation pay and discussion with S. Parsons; review changes on stalking horse agreement.	0.70	\$625.00	\$437.50	CF
09/13/2021	Review and updating APA; Correspondence regarding settlement; Review of settlement to ensure no further changes made; Review of correspondence with Reikai Centres	2.00	\$350.00	\$700.00	SP
09/14/2021	Emails re: services to provide Reikai by Carex; calls with S. Title re: same; calls with S. Parsons re: schedule to APA;	0.80	\$625.00	\$500.00	CF
09/14/2021	Review of proposed services; Correspondence with S. Title regarding missing schedule; Calls with C. Fell re: schedule to APA	0.40	\$350.00	\$140.00	SP
09/15/2021	Revisions to Sale Process based on updates with Reikai; emails with S. Title re: same; calls with S. Title. Emails re: CareX LTC services to Reikai. Review email from C. Calon [REDACTED] same.	1.40	\$625.00	\$875.00	CF
09/15/2021	Review of correspondence from S. Title re: services provided under APA; Updating schedule to APA; Correspondence with Reikai counsel regarding services provided under APA; Correspondence with S. Sarsam; Review of Reikai RFP	0.60	\$350.00	\$210.00	SP
09/16/2021	Emails from Akhil re: non-cooperation from Martin; review letter re: same;	0.40	\$625.00	\$250.00	CF
09/16/2021	Drafting letter to M. Kusmirek regarding requested information; Drafting Share Purchase Agreement	3.10	\$350.00	\$1,085.00	SP
09/17/2021	Further drafting letter to M. Kushmirek; Correspondence	0.40	\$350.00	\$140.00	SP

	with A. Kapoor; Correspondence to S. Title regarding settlement funds					
09/17/2021	Emails re: meetings between Reikai and Sheldon re: go forward services. Various calls with S. Title re: Martin and scope of services/exclusion of updated technology and equipment. Emails with C. Calon re: same	0.90	\$625.00	\$562.50		CF
09/20/2021	Review and send correspondence to M. Kusmirek	0.10	\$350.00	\$35.00		SP
09/23/2021	Discussions with S. Title re: next steps with sale process and timing; revisions to sale process to reflect recent discussions with Reikai centres; revisions to APA to reflect recent discussions with Reikai centres; emails to CareRX re: same.	2.40	\$625.00	\$1,500.00		CF
09/23/2021	Discussions with C. Fell regarding Reikai contracts; Updating and redrafting same	1.10	\$350.00	\$385.00		SP
09/24/2021	Revisions to sale process and stalking horse bid; emails with C. Calon re: same. Review revised contracts with Reikai. Calls with S. Title re: discussions with Reikai.	0.80	\$625.00	\$500.00		CF
09/24/2021	Discussion with C. Fell regarding Reikai Centres; Updating Reikai Centre service agreements; Correspondence to S. Title regarding same	0.30	\$350.00	\$105.00		SP
09/27/2021	Emails with CareX re: additional revisions; calls with S. Title; emails with Reikai centres.	0.50	\$625.00	\$312.50		CF
09/28/2021	Calls with S. Title re: Sale process; review sale process documents.	0.60	\$625.00	\$375.00		CF
09/29/2021	Review and comment on SISP advertisements. Review and comment on emails to Thelma.	0.60	\$625.00	\$375.00		CF
09/30/2021	Calls with C. Calon re: stalking horse APA and Reikai services; calls with S. Title re: same; emails with Thelma.	0.80	\$625.00	\$500.00		CF
				<b>Quantity Subtotal</b>	<b>33.1</b>	
				<b>Services Subtotal</b>	<b>\$16,205.00</b>	

### Expenses

Date	Type	Description	Quantity	Rate	Total	Total
09/01/2021	Expense	Cyberbahn Searches: ECI Search ECI Search Corporation Profile Report	1.00	\$29.69	\$29.69	\$33.55
					<b>Expenses Subtotal</b>	<b>\$29.69</b>

Time Keeper	Hours	Rate	Total
Caitlin Fell	16.8	\$625.00	\$10,500.00

Shaun Parsons	16.3	\$350.00	\$5,705.00
		<b>Quantity Total</b>	<b>33.1</b>
		<b>Subtotal</b>	<b>\$16,234.69</b>
		<b>Invoice Discount</b>	<b>25.0%</b>
		<b>Tax (13.0%)</b>	<b>\$1,582.88</b>
		<b>Total</b>	<b>\$13,758.90</b>
		<b>Payment (12/31/2021)</b>	<b>-\$441.05</b>
		<b>Payment (03/31/2022)</b>	<b>-\$13,317.85</b>
		<b>Balance Owing</b>	<b>\$0.00</b>

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494340	11/11/2021	\$13,758.90	\$13,758.90	\$0.00
			<b>Outstanding Balance</b>	<b>\$4,237.50</b>
			<b>Total Amount Outstanding</b>	<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 494407  
 Date: 11/08/2021  
 Due On: 12/08/2021

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

## Receivership of Pulse RX

### Services

Date	Description	Hours	Rate	Total	LP
10/01/2021	Emails from Thelma re: last days notice; calls with S. Title re: same.	0.30	\$625.00	\$187.50	CF
10/05/2021	Review emails from S. Title re: CareX services; emails with C. Calon re: same.	0.80	\$625.00	\$500.00	CF
10/06/2021	Review changes to proposed contracts and services by Rekai and corresponding changes by CareX. Emails to C. Calon re: same.	0.50	\$625.00	\$312.50	CF
10/08/2021	Discussion with C. Fell regarding stalking horse APA; Review, compilation and finalization of same; Correspondence with CareX regarding same	1.00	\$350.00	\$350.00	SP
10/12/2021	Emails from S. Title re: sale process and commencement.	0.40	\$625.00	\$250.00	CF
10/13/2021	Emails from S. Title re: execution with CareX .	0.30	\$625.00	\$187.50	CF
10/13/2021	Review and update of NDA; Discussion with C. Fell regarding same	0.40	\$350.00	\$140.00	SP
10/14/2021	Revise rekai contracts; finalize sale process and NDA; call with S. Title re: same. Revise NDA.	0.70	\$625.00	\$437.50	CF
10/15/2021	Update and finalization of the stalking horse APA	0.50	\$350.00	\$175.00	SP
10/15/2021	Emails with D. Hornbostel re: NDA's for charter and contracts; revisions to NDAs re: same; emails with S.	1.20	\$625.00	\$750.00	CF

	Parsons re: same. Emails with A. Kapoor re: form of Reikai contracts.				
10/20/2021	Further drafting template Share Purchase Agreement; Research regarding RVO structure in receivership proceedings	2.90	\$350.00	\$1,015.00	SP
10/20/2021	Review SPA; emails with S. Parsons re same.	0.80	\$625.00	\$500.00	CF
10/21/2021	Research regarding RVO applicability in receivership proceedings; Attendance on file strategy regarding RVO with C. Fell	0.70	\$350.00	\$245.00	SP
10/21/2021	Revisions to share purchase agreement; emails to D. Hornbostel re: same.	0.80	\$625.00	\$500.00	CF
10/22/2021	Review minute books for share issuance. Determine how to sell Class A shares. Emails with D. Hornbostel re: same	1.40	\$625.00	\$875.00	CF
10/25/2021	Continue review of shares and class B issuance, including resolutions. Emails with corporate lawyer re: redemption of class B shares. Call with corporate lawyer re: disposal of class B shares.	1.50	\$625.00	\$937.50	CF
10/26/2021	Discussion with C. Fell regarding outstanding matters; Correspondence with S. Title regarding corporate searches; Further correspondence regarding same; Review of sales process regarding orders to be drafted	0.40	\$350.00	\$140.00	SP
10/28/2021	Drafting orders regarding sale process	1.40	\$350.00	\$490.00	SP
				<b>Quantity Subtotal</b>	<b>16.0</b>
				<b>Services Subtotal</b>	<b>\$7,992.50</b>

### Expenses

Date	Type	Description	Quantity	Rate	Total	Total
10/26/2021	Expense	Cyberbahn Searches: Due Diligence Searches	1.00	\$77.55	\$77.55	\$87.63
					<b>Expenses Subtotal</b>	<b>\$77.55</b>

Time Keeper	Hours	Rate	Total
Caitlin Fell	8.7	\$625.00	\$5,437.50
Shaun Parsons	7.3	\$350.00	\$2,555.00
		<b>Quantity Total</b>	<b>16.0</b>
		<b>Subtotal</b>	<b>\$8,070.05</b>
		<b>Tax (13.0%)</b>	<b>\$1,049.11</b>

<b>Total</b>	<b>\$9,119.16</b>
<b>Payment (03/31/2022)</b>	<b>-\$9,119.16</b>
<b>Balance Owing</b>	<b>\$0.00</b>

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494407	12/08/2021	\$9,119.16	\$9,119.16	\$0.00
<b>Outstanding Balance</b>				<b>\$4,237.50</b>
<b>Total Amount Outstanding</b>				<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 494453  
 Date: 12/03/2021  
 Due On: 01/02/2022

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

## Receivership of Pulse RX

### Services

Date	Description	Hours	Rate	Total	LP
11/09/2021	Emails from S. Title re: sealing order and document requests from PWC. Call with S. Title re: same.	0.40	\$625.00	\$250.00	CF
11/10/2021	Drafting APA Order; Drafting Auction procedures	2.00	\$350.00	\$700.00	SP
11/10/2021	Emails with S. Title re: stalking horse procedures; call with S. Title re: same.	0.40	\$625.00	\$250.00	CF
11/11/2021	Drafting auction procedures; Updating security review	3.00	\$350.00	\$1,050.00	SP
11/11/2021	Emails from S. Title re: compliance by National on sales procedure	0.20	\$625.00	\$125.00	CF
11/15/2021	Emails and calls with S. Title re: results of sale process and discussion with Rekai. review auction procedures.	0.60	\$625.00	\$375.00	CF
11/16/2021	Call with S. Title re: auction and results of discussions with Rekai. Revisions to auction procedures; emails with MNP re; same.	0.80	\$625.00	\$500.00	CF
11/16/2021	Updating auction procedures; Correspondence on same with S. Title and C. Fell; Review and consideration of case law on equitable assignment	2.50	\$350.00	\$875.00	SP
11/17/2021	Updating Approval and Vesting Order; Discussion with C. Fell regarding same; Drafting Notice of Motion	0.50	\$350.00	\$175.00	SP
11/17/2021	Emails re: auction timelines.	0.30	\$625.00	\$187.50	CF

11/18/2021	Emails re: attendance at auction.	0.10	\$625.00	\$62.50	CF
11/19/2021	Review of auction procedures.	0.20	\$350.00	\$70.00	SP
11/22/2021	Drafting Approval and Vesting Order; Attendance at auction; Preparation for same	3.00	\$350.00	\$1,050.00	SP
11/22/2021	Attend pulse contract auction; call with S. Title re same.	0.90	\$625.00	\$562.50	CF
11/24/2021	Follow up re Court time	0.10	\$350.00	\$35.00	SP
11/24/2021	Call with D. Richer re: court materials and sale process. Emails from S. Title re: same.	0.40	\$625.00	\$250.00	CF
11/25/2021	Correspondence with Court regarding scheduling of motion; Correspondence to client regarding same	0.50	\$350.00	\$175.00	SP
11/25/2021	Emails re: court time; review revisions to National APA; review terms of APA for sale process and deposit.	0.90	\$625.00	\$562.50	CF
11/26/2021	Review sale process and stalking horse bid to determine treatment of deposit of carex. Review emails from PWC re: share structure of Pulse. Call with S. Title re: same. Call with D. Richer re: representation in Share Purchase Agreement.	1.20	\$625.00	\$750.00	CF
11/29/2021	Updating Reikai documents; Correspondence regarding same; Correspondence to National counsel regarding closing	0.70	\$350.00	\$245.00	SP
11/29/2021	Review and revise National Pharmacy APA; emails to McMillan re: same. Call with S. Title re: same. Conform form of Reikai centre contracts to National Pharmacy - various calls with S. Parsons.	1.20	\$625.00	\$750.00	CF
11/30/2021	Further drafting approval and vesting order; Discussion with C. Fell regarding same	1.30	\$350.00	\$455.00	SP
11/30/2021	Review emails from prospective purchaser on charter re: tax returns; calls with S. Title re: same. Correspondence with S. Title re: [REDACTED]	0.60	\$625.00	\$375.00	CF

**Quantity Subtotal**                      **21.8**

**Services Subtotal**                      **\$9,830.00**

### Expenses

Date	Type	Description	Quantity	Rate	Total	Total
10/26/2021	Expense	Cyberbahn Searches: Due Diligence Searches	1.00	\$77.55	\$77.55	\$87.63
<b>Expenses Subtotal</b>						<b>\$77.55</b>

Time Keeper	Hours	Rate	Total
Caitlin Fell	8.0	\$625.00	\$5,000.00

Shaun Parsons	13.8	\$350.00	\$4,830.00
		<b>Quantity Total</b>	<b>21.8</b>
		<b>Subtotal</b>	<b>\$9,907.55</b>
		<b>Tax (13.0%)</b>	<b>\$1,287.98</b>
		<b>Total</b>	<b>\$11,195.53</b>
		<b>Payment (03/31/2022)</b>	<b>-\$11,195.53</b>
		<b>Balance Owing</b>	<b>\$0.00</b>

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494453	01/02/2022	\$11,195.53	\$11,195.53	\$0.00
			<b>Outstanding Balance</b>	<b>\$4,237.50</b>
			<b>Total Amount Outstanding</b>	<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 494495  
 Date: 01/07/2022  
 Due On: 02/06/2022

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

## Receivership of Pulse RX

### Services

Date	Description	Hours	Rate	Discount	Total	LP
12/01/2021	Call with potential purchaser re: Reverse vesting order.	0.40	\$625.00	-	\$250.00	CF
12/02/2021	Emails from S. Title re: closing of transaction including assignment of contracts/script records	0.30	\$625.00	-	\$187.50	CF
12/03/2021	Emails re: implications of receivership on charter to S. Title. Review Pharmacy Act. Review purchase offer for charter. Review and comment on approval and vesting order for business assets.	0.90	\$625.00	-	\$562.50	CF
12/06/2021	Reviewing First Report of the Receiver	2.30	\$350.00	50.0%	\$402.50	SP
12/06/2021	Drafting security opinion for CWB.	2.40	\$625.00	-	\$1,500.00	CF
12/07/2021	Drafting closing agenda; Discussion with C. Fell regarding same; Review of file regarding same	1.50	\$350.00	-	\$525.00	SP
12/08/2021	Further drafting notice of motion	3.40	\$350.00	50.0%	\$595.00	SP
12/08/2021	Review and comment on report of the receiver re: pulse transaction. Review and comment on notice of motion.	2.20	\$625.00	50.0%	\$687.50	CF
12/09/2021	Finalization of Motion Materials; Service of Same; Correspondence regarding same and sale	3.00	\$350.00	50.0%	\$525.00	SP

	process; Coordination of compilation and review of motion record					
12/09/2021	Further review and finalization of report of the receiver. Revisions to Notice of Motion and approval order.	1.20	\$625.00	-	\$750.00	CF
12/10/2021	Further updates to closing agenda; Correspondence to McMillian regarding same	0.30	\$350.00	-	\$105.00	SP
12/10/2021	Emails with S. Title re: Quad Country; review and comment on closing agenda for sale of Business Assets.	0.70	\$625.00	-	\$437.50	CF
12/13/2021	Further drafting closing materials	0.60	\$350.00	-	\$210.00	SP
12/13/2021	Call with S. Title re: pulse charter sale process. Drafting closing documents. Calls with S. Title re; same. Prepare for court; emails with C. Caruna re: CWB consent.	0.80	\$625.00	-	\$500.00	CF
12/14/2021	Preparation and attendance at motion; Discussion with C. Fell regarding updated order; Updating order regarding access to passwords; Attendance at closing strategy call; Research regarding bankruptcy and health records; Further drafting National security review	4.90	\$350.00	50.0%	\$857.50	SP
12/14/2021	[REDACTED]; review contracts on assignment provision; drafting letter re: notice of assignment. Call with McMillan and Sal re: closing logistics.	1.50	\$625.00	-	\$937.50	CF
12/15/2021	Conversation with McMillan regarding closing; Further drafting closing documents; Drafting letter to writ holder; Correspondence regarding closing; Correspondence regarding college of pharmacists	2.80	\$350.00	50.0%	\$490.00	SP
12/16/2021	Further drafting security opinion; Review of file regarding same	0.60	\$350.00	-	\$210.00	SP
12/17/2021	Review of McMillian changes to closing documents; Correspondence to McMillian regarding same	0.50	\$350.00	-	\$175.00	SP
12/20/2021	Attendance at telephone conversation regarding closing; Further drafting closing materials; Correspondence with McMillian regarding incorrect signature pages; Updating receipt; Compiling signature pages and correspondence regarding same; Drafting occupancy agreement	3.40	\$350.00	-	\$1,190.00	SP
12/20/2021	Call with McMillan and Sal re: closing; email to Paire Roland re: execution of Reikai contracts; review and comment on occupancy agreement.	1.40	\$625.00	-	\$875.00	CF

12/21/2021	Compiling signature pages; Updating closing agenda; Correspondence to National counsel re closing	0.80	\$350.00	-	\$280.00	SP
12/22/2021	Letter to writ holder; Receipt and review of correspondence	0.30	\$350.00	-	\$105.00	SP
12/22/2021	Various emails re: closing and signature pages; call with privacy lawyer re: preservation of records;	0.80	\$625.00	-	\$500.00	CF
12/23/2021	Various emails re: closing with McMillan; calls with S. Title re; same.	0.60	\$625.00	-	\$375.00	CF

**Quantity Subtotal** 37.6

**Line Item Discount Subtotal** -\$3,557.50

**Services Subtotal** \$13,232.50

### Expenses

Date	Type	Description	Quantity	Rate	Total	Total
12/10/2021	Expense	Court Filing: Filing Motion Record	1.00	\$320.00	\$320.00	\$361.60
<b>Expenses Subtotal</b>						<b>\$320.00</b>

Time Keeper	Hours	Rate	Discount	Total
Caitlin Fell	13.2	\$625.00	-\$687.50	\$7,562.50
Shaun Parsons	24.4	\$350.00	-\$2,870.00	\$5,670.00

**Quantity Total** 37.6

**Subtotal** \$13,552.50

**Invoice Discount** 30.0%

**Tax (13.0%)** \$1,233.28

**Total** \$10,720.03

**Payment (03/31/2022)** -\$10,720.03

**Balance Owning** \$0.00

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494495	02/06/2022	\$10,720.03	\$10,720.03	\$0.00
<b>Outstanding Balance</b>				<b>\$4,237.50</b>
<b>Total Amount Outstanding</b>				<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 494536  
 Date: 02/09/2022  
 Due On: 03/11/2022

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

### Receivership of Pulse RX

Date	Description	Hours	Rate	Total	LP
01/10/2022	Call with S. Title re: purchaser issues with Charter.	0.30	\$625.00	\$187.50	CF
01/11/2022	Compiling transaction documents	0.60	\$350.00	\$210.00	SP
01/18/2022	Review letter from proposed purchaser to charter re: issues as to Pulse including class B shares; discussion with S. Title re: same.	0.60	\$625.00	\$375.00	CF
01/26/2022	Call with S. Title re: charter sale and update to lenders; review process to sell charter and draft proposed language for purchaser of charter.	0.80	\$625.00	\$500.00	CF
01/27/2022	Review and comment on email correspondence from Receiver to secured creditors re: status of the file and financial recovery. Drafting Pulse Reverse vesting order for charter.	1.20	\$625.00	\$750.00	CF
<b>Quantity Subtotal</b>					<b>3.5</b>

Time Keeper	Hours	Rate	Total
Caitlin Fell	2.9	\$625.00	\$1,812.50
Shaun Parsons	0.6	\$350.00	\$210.00
<b>Quantity Total</b>			<b>3.5</b>
<b>Subtotal</b>			<b>\$2,022.50</b>
<b>Tax (13.0%)</b>			<b>\$262.93</b>

<b>Total</b>	<b>\$2,285.43</b>
<b>Payment (03/31/2022)</b>	<b>-\$2,285.43</b>
<b>Balance Owing</b>	<b>\$0.00</b>

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494536	03/11/2022	\$2,285.43	\$2,285.43	\$0.00
<b>Outstanding Balance</b>				<b>\$4,237.50</b>
<b>Total Amount Outstanding</b>				<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 494581  
 Date: 03/07/2022  
 Due On: 04/06/2022

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

## Receivership of Pulse RX

### Services

Date	Description	Hours	Rate	Total	LP
02/03/2022	Emails with D. Thring re: Sal and charter purchase; calls with S. Title re: same. Review letter from proposed purchaser.	0.70	\$625.00	\$437.50	CF
02/04/2022	Review email of S. Title to secured creditors. Email to D. Hornbostel re: same.	0.40	\$625.00	\$250.00	CF
02/08/2022	Correspondence with S. Title re: potential stalking horse bidder for charter.	0.20	\$625.00	\$125.00	CF
02/09/2022	Various emails re: stalking horse bidder for pulse charter.	0.30	\$625.00	\$187.50	CF
02/15/2022	Call with S. Title re: stalking horse process and go forward steps.	0.60	\$625.00	\$375.00	CF
02/17/2022	Review email of S. Title to A. Iqbal re: questions on charter.	0.40	\$625.00	\$250.00	CF
02/18/2022	Call with A. Iqbal and potential charter purchaser.	0.80	\$625.00	\$500.00	CF
02/23/2022	Call with counsel to potential purchaser of charter: call with S title re dealing with debt forgiveness issues.	0.90	\$625.00	\$562.50	CF
				<b>Quantity Subtotal</b>	<b>4.3</b>
				<b>Services Subtotal</b>	<b>\$2,687.50</b>

**Expenses**

Date	Type	Description	Quantity	Rate	Total	Total
02/22/2022	Expense	Agency: Professional Services Rendered	1.00	\$1,680.00	\$1,680.00	\$1,898.40
<b>Expenses Subtotal</b>						<b>\$1,680.00</b>

Time Keeper	Hours	Rate	Total
Caitlin Fell	4.3	\$625.00	\$2,687.50
<b>Quantity Total</b>			<b>4.3</b>
<b>Subtotal</b>			<b>\$4,367.50</b>
<b>Tax (13.0%)</b>			<b>\$567.78</b>
<b>Total</b>			<b>\$4,935.28</b>
<b>Payment (03/31/2022)</b>			<b>-\$4,935.28</b>
<b>Balance Owning</b>			<b>\$0.00</b>

**Detailed Statement of Account****Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50

**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494581	04/06/2022	\$4,935.28	\$4,935.28	\$0.00
<b>Outstanding Balance</b>				<b>\$4,237.50</b>
<b>Total Amount Outstanding</b>				<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 494645  
 Date: 04/11/2022  
 Due On: 05/11/2022

200 Bay Street, Suite 2305, P.O. Box 120  
 Toronto, ON  
 M5J 2J3  
 T: 416.613.8280  
 F: 416.613.8290

MNP Ltd.



**00153-MNP Ltd.**

### Receivership of Pulse RX

Date	Description	Hours	Rate	Total	LP
03/09/2022	Call with potential purchaser of charter; call with S. Title re: same. Arrange call with tax lawyer.	1.20	\$625.00	\$750.00	CF
03/10/2022	Emails with S. Title re: term sheet. Review term sheet.	0.40	\$625.00	\$250.00	CF
03/15/2022	Call with K. Pitch and S. Title re: tax issues on charter. Devise transaction steps.	0.60	\$625.00	\$375.00	CF
03/16/2022	[REDACTED]	0.80	\$625.00	\$500.00	CF
03/23/2022	[REDACTED]	0.50	\$625.00	\$312.50	CF
03/26/2022	Review and draft RVO structure for Pulse- call with S. Title re: same.	1.60	\$625.00	\$1,000.00	CF
03/30/2022	Review email from K. Pitch re: steps; emails with BLG re: same; call with S. Title.	0.70	\$625.00	\$437.50	CF
03/31/2022	Review proposed email from S. Title to A. Iqbal re: charter.	0.20	\$625.00	\$125.00	CF
<b>Quantity Subtotal</b>					<b>6.0</b>

Time Keeper	Hours	Rate	Total
Caitlin Fell	6.0	\$625.00	\$3,750.00
<b>Quantity Total</b>			<b>6.0</b>
<b>Subtotal</b>			<b>\$3,750.00</b>

Invoice # 494645 - 04/11/2022

<b>Tax (13.0%)</b>	<b>\$487.50</b>
<b>Total</b>	<b>\$4,237.50</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
494645	05/11/2022	\$4,237.50	\$0.00	\$4,237.50
			<b>Outstanding Balance</b>	<b>\$4,237.50</b>
			<b>Total Amount Outstanding</b>	<b>\$4,237.50</b>

Please make all amounts payable to: Weisz Fell Kour LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

## Remittance Advice

### Wire Transfer Information

**Bank Name/Address:** Royal Bank of Canada  
Main Branch - Toronto  
Royal Bank Plaza  
200 Bay Street  
Toronto, ON M5J 2J5

Account Number: 1570431  
Transit Number: 00002  
Bank Number: 003

**Name/Account #:** Weisz Fell Kour LLP

**SWIFT:** ROYCCAT2

Payment by e-transfer: [trust@wfklaw.ca](mailto:trust@wfklaw.ca)

Payment by Credit Card: 3% surcharge added to all Credit Card payments. Please call 416.613.8280 to make a payment.

Please include the invoice number 494645 as an additional reference so we may accurately identify and apply your payment.  
Please provide adequate payment to cover the wire fees assessed by your financial institution.

THIS IS **EXHIBIT “B”** REFERRED TO IN THE  
AFFIDAVIT OF LEVI RIVERS SWORN BEFORE ME,  
THIS 17TH DAY OF MAY, 2022

Shaun Parsons Digitally signed by Shaun Parsons  
Date: 2022.05.17 16:32:27 -04'00'

-----  
A COMMISSIONER FOR TAKING AFFIDAVITS

<b>SUMMARY OF TIMEKEEPERS</b>		
<b>Legal Professional</b>	<b>Year of Call</b>	<b>Hourly Rate</b>
Caitlin Fell, Partner	2010	\$625
Shaun Parsons, Associate	2019	\$350

<b>Billing Summary</b>		
<b>June 7, 2021 – March 31, 2022</b>		
	Total Hours for Caitlin Fell:	119.8
	Total Professional Fees for Caitlin Fell:	\$74,875
	Total Hours for Shaun Parsons	110.8
	Total Professional Fees for Shaun Parsons:	\$38,770
	Total Hours:	230.6
	Average Hourly Rate:	\$487.50
	Professional fees:	\$98,062.61
	HST (13%)	\$12,748.17
	<b>TOTAL PROFESSIONAL FEES:</b>	<b>\$110,810.78</b>

# TAB 3

Court File No. CV-21-00661434-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 24TH
	)	
JUSTICE GILMORE	)	DAY OF MAY, 2022

B E T W E E N:

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES**

Applicant

- and -

**PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.**

Respondents

**RESTRUCTURING TRANSACTION ORDER**

**THIS MOTION** made by **MNP LTD.**, (“**MNP**”) in its capacity as the court-appointed receiver and receiver and manager of the property, assets and undertakings (in such capacities, the “**Receiver**”) of Pulse RX Inc. (“**Pulse**”) and Family Pharmacy Clinic Inc. (“**Family Pharmacy**”) together with Pulse, the “**Debtors**”) for an order, *inter alia*,: (i) approving the vesting of all assets, if any, other than the constating documents and corporate minute book of Pulse, and liabilities of Pulse to Family Pharmacy (the “**RVO Transaction**”); (ii) approving the transfer (the “**Share Transfer**”) of all of the issued and outstanding shares of Pulse held by Family Pharmacy to MNP in trust for the benefit of the existing creditors of the Debtors (the “**Pulse Share Trust**”), such that the Pulse Share Trust will be the sole registered and beneficial owner of the Pulse Shares (as defined herein); (iii) a declaration that the Pulse Shares (as defined herein) are the only issued and outstanding shares in the capital of Pulse; (iv) a declaration that the administration of the Pulse

Share Trust be and shall remain subject to these proceedings; and (v) approving the Second Report of the Receiver dated May 17, 2022 (the “**Second Report**”) and the activities as described therein, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

Capitalized terms used herein but otherwise undefined shall have the respective meanings given to them in the Second Report (as defined below).

**ON READING** the Second Report and on hearing the submissions of counsel for the Receiver, and any other parties appearing listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ● sworn May ●, 2022 filed:

### **SERVICE**

1. **THIS COURT ORDERS** that the time and method 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.

### **RVO TRANSACTION**

2. **THIS COURT ORDERS** that all of the right, title and interest in and to all of the assets of Pulse, if any, other than the constating documents and corporate minute book of Pulse, and all Liabilities (as defined below) and Encumbrances (as defined below) in, of, or in any way affecting, or relating to, Pulse and/or the Pulse Shares shall vest absolutely and exclusively without recourse in and to Family Pharmacy.

3. **THIS COURT ORDERS** that: (i) all rights, claims, liabilities (including tax liabilities), debts, obligations, expenses, costs, damages, judgements, indebtedness and other financial or monetary claims, arising in the past, present and/or future, (whether contractual, statutory, or otherwise), of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, secured or unsecured, liquidated or unliquidated, matured or unmatured, perfected or unperfected, filed or unfiled, registered or unregistered, or due or not due yet in law or equity and whether based on statute or otherwise (collectively, the “**Liabilities**”); and (ii) all security interests, liens, charges, pledges, encumbrances, mortgages, servitudes, easements, title retention agreements, demands, trusts, deemed trusts, rights of

distrain, hypothecs, and levies, arising in the past, present and/or future, (whether contractual, statutory, or otherwise), of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, secured or unsecured, liquidated or unliquidated, matured or unmatured, perfected or unperfected, filed or unfiled, registered or unregistered, or due or not due yet, in law or equity and whether based on statute or otherwise (collectively, the “**Encumbrances**”), in, of, or in any way affecting, or relating to, Pulse and/or the Pulse Shares shall be transferred to, assumed by and vest absolutely and exclusively in Family Pharmacy and shall no longer be obligations of Pulse and/or the Pulse Shares and Pulse and the Pulse Shares is each hereby forever released and discharged from all of the Liabilities and Encumbrances vesting in Family Pharmacy.

4. **THIS COURT ORDERS** that any person that had a Liability or Encumbrance against Pulse and/or the Pulse Shares shall no longer have such Liability or Encumbrance, but will have an equivalent Liability or Encumbrance against Family Pharmacy with the same attributes, rights, nature and priority as they had immediately prior to their transfer in each case, and nothing in this Order limits, lessens, modifies (other than by change of debtor) or extinguishes the Liability or Encumbrance of any person as against Pulse and/or the Pulse Shares other than that it shall now be an equivalent Liability or Encumbrance against Family Pharmacy and shall no longer be a Liability or Encumbrance in, of, or in any way affecting, or relating to, Pulse and/or the Pulse Shares.

5. **THIS COURT ORDERS** that any and all security registrations against Pulse and the Pulse Shares evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”) or any similar registrations and Encumbrances in any applicable jurisdictions shall be and are hereby forever released and discharged as against Pulse and/or the Pulse Shares.

#### **TRUST ADMINISTRATION**

6. **THIS COURT ORDERS** that the Pulse Share Trust created hereby shall be named the “Pulse Share Trust”.

7. **THIS COURT ORDERS AND DECLARES** that the administration of the Pulse Share Trust shall be and remain subject to the Court’s oversight and these proceedings, that the Order of

Justice McEwen dated June 10, 2021 (the “**Receivership Order**”) shall apply *mutatis mutandis* to the Pulse Share Trust, the Pulse Shares and the Trustee (as defined below) and that the style of cause for these proceedings be changed to:

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES**

Applicant

- and -

**PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.**

Respondents

**IN THE MATTER OF THE ADMINISTRATION OF THE  
PULSE SHARE TRUST**

8. **THIS COURT ORDERS** that the Trustee shall and is hereby authorized and directed to perform its functions and fulfill its obligations in accordance with the same obligations imposed on the Receiver pursuant to the Receivership Order.

9. **THIS COURT ORDERS AND DECLARES** that the Trustee, its employees and representatives shall incur no liability as a result of acting in accordance with this Order, or otherwise administering the Pulse Share Trust, save and except for any gross negligence or wilful misconduct on the part of any such parties.

10. **THIS COURT ORDERS AND DECLARES** that no action lies against the Trustee, in its capacity as Receiver or Trustee, by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Receiver and Trustee or belonging to the same group as the Receiver and Trustee shall benefit from the protection arising under the present paragraph.

**PULSE SHARES**

11. **THIS COURT ORDERS AND DECLARES** that the issued and outstanding shares of Pulse comprise 100 common shares (the “**Pulse Shares**”) and the Pulse Shares shall constitute and be deemed to constitute all of the issued and outstanding shares of Pulse and any other shares or securities including, without limitation, any Class B shares, or share options, or any other securities of any kind, including any security exercisable, convertible or exchangeable into equity

securities of Pulse, whether validly or invalidly issued, shall be deemed to be automatically cancelled without payment of any consideration and whether surrendered for cancellation or otherwise and shall be of no further force or effect or validity and shall represent no right or Liability or Encumbrance in, of, or in any way affecting, or relating to, Pulse and/or the Pulse Shares.

## **SHARE TRANSFER**

12. **THIS COURT ORDERS AND DECLARES** that the transfer of the Pulse Shares from Family Pharmacy to the Trustee, in trust (the “**Pulse Share Transfer**”), such that the MNP as trustee of the Pulse Share Trust (the “**Trustee**”), is the sole registered and beneficial owner of the Pulse Shares, be and is hereby approved and all of the right, title and interest in and to the Pulse Shares shall vest absolutely and exclusively without recourse in and to the Pulse Share Trust, to be administered by the Trustee, in trust, for the benefit of the existing creditors of the Debtors free and clear of and from any and all Liabilities and Encumbrances including, without limiting the generality of the foregoing, all charges, security interests or claims evidenced by registrations pursuant to the PPSA or any other personal property registry system and, for greater certainty, this Court orders that all of the Liabilities and Encumbrances in, of, or in any way affecting or relating to Pulse and/or the Pulse Shares are hereby expunged and discharged as against the Pulse Shares and Pulse. The Receiver is hereby authorized and directed take any steps and execute any documents as may be necessary or desirable for the completion of the Share Transfer.

## **PULSE RECORDS**

13. **THIS COURT ORDERS** that the Receiver shall not be required to maintain the books and records of Pulse, including any patient records, patient notes or clinical notes (the “**Records**”), including for greater certainty as a designated manager under the *Drug and Pharmacies Regulation Act*, RSO 1990, c. H.4, including any regulations thereunder, shall not constitute a health information custodian under the *Personal Health Information Protection Act*, 2004, S.O. 2004, c. 3, and shall have no liability in connection with the failure to maintain, store or hold the Records.

14. **THIS COURT ORDERS** that Pulse’s designated pharmacist, Alim Surani, and director, Thelma Sarsam, shall have thirty days to take possession of the Records not relating to the

Purchased Shares, including Pulse’s constating documents and corporate minute book. After the expiry of thirty days, Pulse is hereby authorized to destroy the Records not relating to the Purchased Shares, including Pulse’s constating documents and corporate minute book, without further order of this Court.

#### **APPROVAL OF FEES AND ACTIVITIES**

15. **THIS COURT ORDERS** that the Second Report and the activities of the Receiver set out therein are hereby approved provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

16. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and the Receiver’s counsel, Weisz Fell Kour LLP, as set out in the Second Report, are hereby approved.

#### **GENERAL**

17. **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) (the “**BIA**”) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors,

the implementation of the RVO Transaction and the Share Transfer shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors, and (i) shall not be void or voidable by creditors of the Debtors or the Pulse Share Trust, as applicable, (ii) shall not constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal, provincial or territorial legislation, and (iii) shall not constitute nor be deemed to be oppressive or unfairly prejudicial conduct by the Debtors, the Trustee or the Receiver pursuant to any applicable federal, provincial or territorial legislation.

18. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing.

19. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction to give effect to this Order and to assist the Debtors, the Trustee, the Receiver and their respective 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 the Debtors, the Trustee and the Receiver, as an officer of this Court, as may be necessary or desirable to recognize and give effect to this Order and to assist the Debtors, the Trustee, the Receiver and their respective agents in carrying out the terms of this Order.

# TAB 4

Court File No. CV-21-00661434-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 24TH
	)	
JUSTICE GILMORE	)	DAY OF MAY, 2022

B E T W E E N:

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES**

Applicant

- and -

**PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.**

.

Respondents

**AND IN THE MATTER OF THE ADMINISTRATION OF THE  
PULSE SHARE TRUST**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by **MNP LTD.**, (“**MNP**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of Pulse RX Inc., Family Pharmacy Clinic Inc. and the Pulse Share Trust (together, the “**Debtors**”) for an order, *inter alia*: (i) approving the sale transaction (the “**Transaction**”) contemplated by a share purchase agreement (the “**Purchase Agreement**”) dated April 28, 2022 between the Receiver, as trustee of a trust holding the Purchased Shares for the benefit of creditors of Pulse (as defined in the Purchase Agreement) (the “**Pulse Share Trust**”) and SRX HEALTH SOLUTIONS INC. (the “**Purchaser**”) and appended as Appendix “C” and Confidential Appendix “A” to the Second Report of the Receiver dated May 17, 2022 (the “**Second Report**”), and (ii) sealing the Confidential Appendix,

as described herein, to the Second Report, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

**ON READING** the Second Report and on hearing the submissions of counsel for the Receiver, and any other parties appearing listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ● sworn May ●, 2022 filed:

### **SERVICE**

1. **THIS COURT ORDERS** that the time and method 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.

### **APPROVAL OF SALE TRANSACTION**

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved and the execution of the Purchase Agreement by the Receiver, as trustee of the Pulse Share Trust 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 Purchased Shares to the Purchaser.

3. **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 right, title and interest of the Receiver as trustee of the Pulse Share Trust in and to the Purchased Shares (as defined and described in the Purchase Agreement), which constitutes all of the issued and outstanding shares of Pulse, shall be transferred to and vest absolutely in the Purchaser, such that the Purchaser is the sole registered and beneficial owner of the Purchased Shares and which constitute all the issued and outstanding shares of Pulse, free and clear of and from any and all (i) rights, claims, liabilities (including tax liabilities), debts, obligations, expenses, costs, damages, judgements, indebtedness, and other financial or monetary claims, arising in the past, present and/or future, (whether contractual, statutory, or otherwise), of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, secured or unsecured, liquidated or unliquidated, matured or

unmatured, perfected or unperfected, registered or unregistered, filed or unfiled, or due or not due yet in law or equity and whether based on statute or otherwise (collectively, the “**Liabilities**”); and (ii) security interests, liens, charges, pledges, encumbrances, mortgages, servitudes, easements, title retention agreements, demands, trusts, deemed trusts, rights of distraint, hypothecs, and levies, arising in the past, present and/or future, (whether contractual, statutory, or otherwise), of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, secured or unsecured, liquidated or unliquidated, matured or unmatured, perfected or unperfected, registered or unregistered, filed or unfiled, or due or not due yet, in law or equity and whether based on statute or otherwise (collectively, the “**Encumbrances**”), in, of, or in any way affecting, or relating to, Pulse and/or the Purchased Shares including, without limiting the generality of the foregoing: (i) any Encumbrances or charges created by the Order of the Honourable Justice McEwen dated June 10, 2021; (ii) the Encumbrances and Liabilities listed in Schedule “B” attached hereto; and (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system and, for greater certainty, this Court orders that all of the Liabilities and Encumbrances in, of, or in any way affecting or relating to Pulse and/or the Purchased Shares are hereby expunged and discharged as against the Purchased Shares and Pulse.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Liabilities and Encumbrances, the net proceeds from the sale of the Purchased Shares (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Shares, and that from and after the delivery of the Receiver's Certificate, all Liabilities and Encumbrances shall attach to the Net Proceeds from the sale of the Purchased Shares with the same priority as they had with respect to the Purchased Shares and/or Pulse immediately prior to the sale, as if the Purchased Shares 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;

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

the vesting of the Purchased Shares in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, 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.

#### **SEALING**

7. **THIS COURT ORDERS** that the Confidential Appendix is sealed and shall not form part of the public record until further order of the Court to be sought following the conclusion of the Transaction.

#### **GENERAL**

8. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing.

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction to give effect to this Order and to assist the Debtors, the Purchaser, the Receiver and their respective 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 the Debtors, the Purchaser, and the Receiver, as an officer of this Court, as may be

- 5 -

necessary or desirable to recognize and give effect to this Order and to assist the Debtors, the Purchaser, the Receiver and their respective agents in carrying out the terms of this Order.

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**Schedule “A” – Form of Receiver’s Certificate**

Court File No. CV-21-00661434-00CL

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

B E T W E E N:

**1951584 ONTARIO INC. DBA MAXIUM FINANCIAL SERVICES.**

Applicant

- and -

**PULSE RX INC. AND FAMILY PHARMACY CLINIC INC.**

Respondents

**AND IN THE MATTER OF THE ADMINISTRATION OF THE  
PULSE SHARE TRUST**

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (the “**Court**”) dated May 24, 2022, MNP Ltd. was appointed as the receiver and receiver and manager (the “**Receiver**”) of the undertaking, property and assets of the Pulse Share Trust.

B. Pursuant to an Order of the Court dated May 24, 2022 (the “**Order**”), the Court approved the agreement of purchase and sale attached as Appendix “C” to the Second Report of the Receiver dated April 28, 2022 (the “**Purchase Agreement**”) between the Receiver and SRX HEALTH SOLUTIONS INC. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Pulse Share Trust’s right, title and interest in and to the Purchased Shares, free and clear of and from any and all Liabilities and Encumbrances (each as defined in the Order) which vesting is to be effective with respect to the Purchased Shares upon the delivery by the Receiver to the Purchaser of a

certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Shares; (ii) that the conditions to Closing as set out in the Purchase 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 Purchase Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Shares payable on the Closing Date pursuant to the Purchase Agreement;
2. The conditions to Closing as set out in the Purchase 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.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**MNP LTD, in its capacity as the court appointed receiver of the PULSE SHARE TRUST, and not in its personal or corporate capacity**

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

Name: Sheldon Title

Title:

## Schedule “B”

### Litigation

1. Leviathan Natural Products Inc. (the “**Plaintiff**”) v Pulse Rx Inc., d.b.a. Pulse Rx LTC Pharmacy (the “**Defendant**”) - court file no. CV-20-00653018-0000
  - i. Statement of Claim made by Leviathan Natural Products Inc., claims against Pulse Rx Inc. d.b.a. Pulse RX LTC Pharmacy dated December 11, 2020 and electronically issued on December 14, 2020
  - ii. Requisition to note the Defendant in default dated January 20, 2021
  - iii. Judgement noting the Defendant in default dated February 18, 2021
  - iv. Requisition for default judgement against the Defendant dated March 30, 2021
  
2. 1951584 Ontario Inc. d.b.a. Maximum Financial Services (the “**Applicant**”) v Pulse Rx Inc. and Family Pharmacy Clinic Inc. (the “**Respondents**”) - court file no. CV-21-00661434-00CL
  - i. Notice of Application dated April 30, 2021
  - ii. Approval and Vesting Order dated December 14, 2021
  
3. Amex Bank of Canada (the “**Plaintiff**”) v Pulse Rx Inc. d.b.a. Pulse Rx LTC Pharmacy (the “**Defendant**”) - court file no. CV-15-123876SR
  
4. 1951584 Ontario Inc. d.b.a. Maximum Financial Services (the “**Plaintiff**”) v Pulse Rx Inc., Family Pharmacy Clinic Inc., Martin Kusmirek and Rick McGlone (the “**Defendants**”) (court file no. CV-20-3321)

### Writs of Execution

1. Against Pulse Rx Inc. and Pulse RX LTC Pharmacy – Execution no. 19-0002800, court file no. CV-19-00004640-0000 (SCJ, Milton) issued on December 12, 2019

PPSA

1. Registered by 2047944 Ontario Inc. against Pulse Rx Inc. – File no. 701950401, registration no. 20141201 0937 1590 4860
  - i. Renewal registration no. 20211013 1733 1590 9626
  
2. Registered by McKesson Canada Corporation against Pulse Rx Inc. – File no. 663756759, registration no. 20100817 1623 1793 8852
  - i. Renewal registration no. 20150729 1404 1462 6794 and 20200729 1702 1462 2483
  
3. Registered by CIT Financial Ltd. against Pulse Rx Inc. – File no. 628224138, registration no. 20060822 1642 1616 7374
  - i. Renewal registration no. 20100614 1525 1616 7136; 20150813 1043 1529 9526; and 20150817 1441 1530 0528
  - ii. Partial discharge of interest, registration no. 20141210 1440 1530 6353
  - iii. Amendment to general collateral description registration no. 20150813 1043 1529 9527
  - iv. Assignment of interest to Desante Financial Services Inc. registration no. 20150813 1438 1530 9370
  
4. Registered by CIT Financial Ltd. against Family Pharmacy Clinic Inc. – File no. 628224147, registration no. 20060822 1642 1616 7375
  - i. Renewal registration no. 20100614 1527 1616 7140; 20150813 1438 1530 9375; and 20150817 1441 1530 0530
  - ii. Partial discharge of interest, registration no. 20141210 1440 1530 6350
  - iii. Assignment of interest to Desante Financial Services Inc. registration no. 20150813 1438 1530 9376

1951584 ONTARIO INC. dba MAXIUM FINANCIAL  
SERVICES

and

PULSE RX INC. and FAMILY PHARMACY CLINIC  
INC.

Applicant

Respondents

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

Proceedings commenced at Toronto

**MOTION RECORD**

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**Lawyers for the Receiver, MNP Ltd, in its capacity as  
the court appointed receiver of Pulse Rx Inc. and  
Family Pharmacy Clinic Inc.**