

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

AMAX HEALTH INC.

Respondent

MOTION RECORD

(Motion Returnable July 25, 2019)

SCARFONE HAWKINS LLP

One James Street South

14th Floor

P.O. Box 926, Depot 1

Hamilton, Ontario L8N 3P9

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Lawyers for the Receiver, RSM Canada

Limited

RCP-E 14E (March 31, 2010)

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Lawyers for Monica Chretien

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MINISTRY OF ATTORNEY GENERAL

Department of Justice

The Exchange Tower

130 King Street West, Suite 3400

Toronto, Ontario

M5X 1K6

Attention: Diane Winters

Email: diane.winters@justice.gc.ca

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO

AS REPRESENTED BY THE MINISTER OF FINANCE

33 King Street West, 6th Floor

Oshawa, Ontario

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Attention: Kevin J. O'Hara

Email: kevin.ohara@ontario.ca

TOYOTA CREDIT CANADA INC.

80 Micro Court

Suite 200

Markham, Ontario

L3R 9Z5

Courier

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

AMAX HEALTH INC.

Respondent

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

AMAX HEALTH INC.

Respondent

NOTICE OF MOTION

RSM Canada Limited, in its capacity as Court-Appointed Receiver of Amax Health Inc. (the "Receiver") will make a motion to a Judge on Thursday, July 25, 2019, at 10:00 a.m. or so soon after that time as the Motion can be heard at the court house, 45 Main Street East, Hamilton, Ontario, L8N 2B7.

PROPOSED METHOD OF HEARING: The Motion is to be heard (choose appropriate option)

in writing under subrule 37.12.1(1) because it is (insert one of on consent, unopposed or made without notice);

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

orally.

THE MOTION IS FOR (State here the precise relief sought)

- (a) An Order abridging the time for service and filing of this notice of motion and motion record, if necessary, such that the motion is properly returnable on Thursday, July 25, 2019;
- (b) An Order substantially in the form attached as Schedule "A";
- (c) An Order accepting and approving the First Report of the Receiver, dated July 17, 2019 (the "First Report")
- (d) An Order approving the conduct, activities and actions of the Receiver as described in the First Report;
- (e) An Order approving the Receiver's interim statement of receipts and disbursements as at July 11, 2019;
- (f) An Order sealing the Receiver's Confidential Information Memorandum, dated June 25, 2019 until further Order of the Court;
- (g) An Order authorizing the Receiver from time to time to make interim and/or final distributions from current and future realizations to the Applicant, Canadian Imperial Bank of Commerce ("CIBC"), up to the amount of the indebtedness of the Respondent, Amax Health Inc. ("Amax") to CIBC, including any interest thereon, subject to the Receiver's receipt of an independent legal opinion confirming the validity, enforceability and priority of CIBC's security interest over the assets, property and undertaking of Amax in the provinces of Alberta and Quebec; and

- (h) An Order approving and allowing the fees and disbursements of the Receiver in respect of the period of May 23, 2019 to June 28, 2019 and those of its counsel, Scarfone Hawkins LLP, in respect of the period of June 5, 2019 to July 10, 2019;
- (i) Such further and other relief as this Honourable Court may deem just and appropriate in the circumstances.

THE GROUNDS FOR THE MOTION ARE (Specify the grounds to be argued, including a reference to any statutory provision or rule to be relied on)

- (a) The Receiver was appointed by this Honourable Court as receiver of the assets, property and undertaking (the "Property") of Amax on June 4, 2019 (the "Initial Order");
- (b) The Receiver has taken possession of the Property and initiated a process for the sale of the Property and to otherwise realize on the Property;
- (c) The Receiver is entitled to pass its accounts and those of its counsel from time to time pursuant to the terms of the Initial Order; and
- (d) Rules 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.
- (e) Section 47 of the *Bankruptcy & Insolvency Act*;
- (f) Such further and other grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

(List the affidavits or other documentary evidence to be relied on)

- (a) The First Report.
- (b) Such further and other evidence as counsel may advise and this Honourable Court may permit.

July 18, 2019

SCARFONE HAWKINS LLP
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P.O. Box 926, Depot 1
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L8N 3P9

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Lawyers for the respondent,
A-1 Asphalt Maintenance Ltd.

TO: THE SERVICE LIST ATTACHED

RCP-E 37A (July 1, 2007)

SCHEDULE "A"

Court File No. 19-69485

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE

)
)
)

THURSDAY, THE 25TH
DAY OF JULY, 2019

B E T W E E N:

(Court Seal)

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

AMAX HEALTH INC.

Respondent

ORDER

THIS MOTION, made by RSM Canada Limited, in its capacity as Court-Appointed Receiver of all of the assets, property and undertaking of Amax Health Inc. (the "Receiver"), for an Order approving the conduct of the Receiver as described in the First Report of the Receiver, dated July 17, 2019 (the "First Report") and authorizing interim and/or final distributions from current and future realizations to the Applicant, Canadian Imperial Bank of Commerce ("CIBC"), together with other relief, was heard this day at the court house, 45 Main Street E., Hamilton, Ontario, L8N 2B7.

ON READING the Notice of Motion and the First Report, both of which are filed, and on hearing submissions of counsel for the Receiver and such other counsel as may appear,

1. THIS COURT ORDERS that the time for service and filing of this notice of motion and motion record is hereby abridged such that the motion is properly returnable today and the requirement for service of the notice of motion and motion record upon any other party is dispensed with.
2. THIS COURT ORDERS that the First Report is both accepted and approved by this Honourable Court.
3. THIS COURT ORDER that the conduct, activities and actions of the Receiver as set out in the First Report are both authorized and approved.
4. THIS COURT ORDERS that the Receiver's interim Statement of Receipt & Disbursements as at July 11, 2019 as detailed in the First Report are approved.
5. THIS COURT ORDERS that the Receiver's Confidential Information Memorandum, dated June 25, 2019, as described in the First Report is hereby sealed and shall be segregated from other documents filed in connection with this motion and shall be provided to the Court in a sealed envelope identifying the action and prominently marked with the following legend:

"CONFIDENTIAL INFORMATION"

Pursuant to an Order, dated July 25, 2019 (the "Order"), this envelope shall remain sealed in the court file and shall not be opened until further order of the Court.

and the sealed envelope shall be sealed until further order of the Court. Upon the Court making such further order under this paragraph, the Receiver shall forthwith advise the

Service List by email of the order, and shall provide a copy of the Confidential Information Memorandum to any party who requests it.

6. THIS COURT ORDERS that the Receiver is hereby authorized from time to time to make interim and/or final distributions to the Applicant, Canadian Imperial Bank of Commerce ("CIBC") up to the amount of the indebtedness of Amax to CIBC, including any interest thereon, upon the Receiver's receipt of an independent legal opinion confirming the validity, enforceability and priority of CIBC's security interest over the assets, property and undertaking of Amax in the provinces of Alberta and Quebec.

7. THIS COURT ORDERS that the Receiver's fees and disbursements for the period of May 23, 2019 to June 28, 2019 and the fees and disbursements of its counsel, Scarfone Hawkins LLP, for the period of June 5, 2019 to July 10, 2019 as detailed in the First Report, are approved and the Receiver is authorized to pay them.

(Signature of Judge)

RCP-E 59A (July 1, 2007)

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT HAMILTON

ORDER

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Lawyers for the Receiver, RSM Canada Limited
RCP-E 4C (May 1, 2016)

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

-and- **AMAX HEALTH INC.**
Respondents

Court File No. 19-69485

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT HAMILTON

NOTICE OF MOTION

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RCP-E 4C (July 1, 2007)

Court File No. 19-69485

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

AMAX HEALTH INC.

Respondent

FIRST REPORT OF THE RECEIVER

July 17, 2019

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I. INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 4, 2019 (the "**Appointment Order**"), RSM Canada Limited ("**RSM**") was appointed receiver (the "**Receiver**"), without security, of all of the assets, undertakings and properties of Amax Health Inc. ("**Amax**", the "**Debtor**" or the "**Company**") acquired for, or used in relation to a business carried on by the Debtor (the "**Property**"). A copy of the Appointment Order is attached hereto as Appendix "**A**".
2. The Appointment Order authorizes the Receiver to, among other things:
 - a) take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - b) manage, operate, and carry on the business of the Debtor, 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 business, or cease to perform any contracts of the Debtor;
 - c) receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor; and
 - d) 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.
3. Paragraph 20 of the Appointment Order authorizes the Receiver to borrow monies to fund the exercise of the powers and duties conferred upon the Receiver by the Appointment Order from time to time, provided that the

outstanding principal amount does not exceed \$50,000 (or such greater amount as the Court may by further order authorize), which advance(s) are secured by way of a fixed and specific charge over the Property (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 (as defined therein) and the charges as set out in sections 14.06(7), 81.4(4) and 81.6(2) of the *Bankruptcy and Insolvency Act* (the “**BIA**”).

4. The Appointment Order referred to in this report, together with related Court documents, has been posted on the Receiver’s website, which can be found at <https://rsmcanada.com/what-we-do/services/consulting/financial-advisory/restructuring-recovery/current-restructuring-recovery-engagements/amax-health-inc.html>.

Purpose of the First Report

5. The purpose of this first report of the Receiver (the “**First Report**”) is to:
 - (a) report to the Court on the activities of the Receiver since the date of the Appointment Order to July 12, 2019;
 - (b) provide the Court with details of the process initiated by the Receiver for the sale of the Company’s assets (the “**Sale Process**”);
 - (c) provide the Court with information relating to the personal property and security act searches obtained by the Receiver;
 - (d) inform the Court of the independent legal opinion on the validity and enforceability of the security held by Canadian Imperial Bank of Commerce (“**CIBC**”), the Company’s senior secured lender;

-
- (e) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period June 4, 2019 to July 11, 2019; and
 - (f) seek an order from the Court:
 - i. approving the First Report and the Receiver's conduct and activities described herein;
 - ii. sealing the CIM (as defined below) until further Order of the Court;
 - iii. approving the R&D (defined below);
 - iv. subject to the Receiver's receipt of independent legal opinions confirming the validity and enforceability of CIBC's security in Alberta and Quebec, authorizing the Receiver to make from time to time interim and/or final distributions from current and future realizations to CIBC up to the amount of Amax's indebtedness to CIBC, including interest thereon; and
 - v. approving the fees and disbursements of the Receiver for the period ended June 28, 2019 and of the Receiver's counsel, Scarfone Hawkins LLP ("**Scarfone Hawkins**") to July 10, 2019.

Terms of Reference

- 6. In preparing this First Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in this First Report may refer to, or is based on, the Information. As the Information has been provided by other parties, or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the

Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

7. Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.

II. BACKGROUND

8. On September 1, 2018, Cheeta Alliance Inc., Amax Dental Alberta Inc., Amax Dental Supply B.C. Inc. and Amax Dental Ontario Inc. were amalgamated to form Amax. Amax is an Ontario corporation and distributed dental supplies and small equipment throughout Canada.
9. The Company operated from leased facilities located at 1-27 Seapark Drive in St. Catharines, Ontario ("**Ontario**"), 4900-64th Avenue SE in Calgary, Alberta ("**Alberta**") and 22 Rue J-Marc Seguin in Rigaud, Quebec ("**Quebec**"). The Company's head office is located at the Ontario location and its inventory was housed at, and distributed from, the Ontario and Alberta locations. The Quebec location is a sales office containing limited office furniture and equipment.
10. According to a corporation profile report dated May 23, 2019, Messrs. Carman Dennis Adair, Joseph Taylor Robertson and Clark Robertson are listed as the directors of Amax. A copy of the corporation profile report for Amax is attached hereto as Appendix "**B**".
11. CIBC provided Amax with a \$1,000,000 revolving credit facility by way of loan agreement dated January 8, 2019 (the "**Business Loan**"), which is secured by a general security agreement in favour of CIBC.

12. As Amax was in default of its obligations under the Business Loan and by notice of application dated June 3, 2019 ("**Application**"), CIBC sought the appointment of the Receiver.
13. On June 4, 2019, the Court issued the Appointment Order, and RSM was thereby appointed as Receiver of Amax.
14. Scarfone Hawkins is counsel to CIBC and the Receiver has primarily utilized Scarfone Hawkins as counsel for the receivership administration, except in circumstances where independent legal advice is required by the Receiver. This is discussed below as it relates to the independent legal opinion obtained by the Receiver in respect of CIBC's security.

III. SECURED LENDERS

15. The Receiver conducted personal property and security registration system ("**PPSA**") searches for Amax and obtained printouts of same for Ontario, Alberta and Quebec, where the Receiver understands the Company's assets are located. Copies of these PPSA searches for Ontario, dated May 24, 2019; Alberta, dated June 25, 2019; and Quebec, dated June 21, 2019 are attached hereto as Appendices "**C**", "**D**" and "**E**", respectively.
16. A summary of the claims registered against Amax in each province are set out below and discussed in further detail thereafter.

Ontario		
Name of Registrant	Registration Date	Collateral
Canadian Imperial Bank of Commerce	January 25, 2019	I, E, A, O, MV
RCAP Leasing Inc.	May 6, 2019	E, A, O

Alberta		
Name of Registrant	Registration Date	Collateral
Canadian Imperial Bank of Commerce	January 25, 2019	All of the debtor's present and after-acquired personal property

Quebec		
Name of Registrant	Registration Date	Collateral
Canadian Imperial Bank of Commerce	January 25, 2019	Conventional charge over all present and future assets
Toyota Credit Canada Inc.	May 11, 2016	Toyota Highlander

CIBC

17. As set out above, CIBC advanced the Business Loan to Amax on January 8, 2019 and received as security a General Security Agreement dated January 11, 2019 in respect of all the present and after acquired personal property of Amax in connection with the business loan advanced (the "**CIBC GSA**"). CIBC appears to have registered its security interest on January 25, 2019 in the provinces of Ontario, Alberta and Quebec, where the assets of the Company are located.
18. As at June 18, 2019, the Receiver understands that CIBC was owed \$739,072 in respect of the Business Loan. A copy of CIBC's account statement as at that date is attached hereto as Appendix "F".
19. The Receiver has received a legal opinion (the "**Legal Opinion**") from Alloway and Associates ("**Alloway**") that, subject to the assumptions and qualifications contained in the Legal Opinion, in Ontario, CIBC has a first

ranking security interest in the Property, subject to any valid PMSIs and registered leases and interests not subject to PPSA. Alloway has advised that its opinion does not extend to the validity and enforceability of CIBC's security in Alberta or Quebec. A copy of the Legal Opinion is attached hereto as Appendix "G". The Receiver is in the process of obtaining independent legal opinions on the validity and enforceability of CIBC's security in Alberta and Quebec.

RCAP Leasing Inc.

20. The Receiver understands that Amax leased a convention booth from RCAP Leasing Inc. ("**RCAP**") in respect of which RCAP registered a security interest on the Ontario PPSA. Scarfone Hawkins has advised the Receiver that it appears that RCAP's security is valid and enforceable. In order to consider its position with respect to the convention booth, the Receiver consulted with Danbury Global Limited which advised on July 9, 2019 that it estimated that the convention booth could realize between \$4,000 and \$6,500 at auction. On the basis that there is approximately \$53,000 owing on the lease for the booth, the Receiver will be advising RCAP to pick up the booth from the St. Catharines location, where it is currently located.

Toyota Credit Canada Inc.

21. The Receiver notes that the Quebec personal property search reveals a Toyota Credit Canada Inc. ("**TTC**") registration against the Company. The registration is dated May 11, 2016 and is in respect of a Toyota Highlander motor vehicle. After investigating the matter with Scarfone Hawkins, the Receiver has concluded that TTC does not have a perfected security interest over any assets of the Company. Specifically, the TTC registration is against "Amaxis Inc." and not "Amax". Further, the registered office of the Debtor set out in the security registration is 3150 St. Paul Ouest, Montreal, Quebec, which is not the Company's address in Quebec. Finally, the Company's

management has advised the Receiver that the Company never leased a vehicle in the province of Quebec.

IV. RECEIVER'S ACTIVITIES TO DATE

Possession Taking and Security

22. On June 4, 2019, following the issuance of the Appointment Order, the Receiver attended at the Alberta premises. On June 5, 2019, the Receiver attended at the Ontario premises.
23. The Receiver arranged for a locksmith to attend at the Alberta and Ontario premises to change all locks. The Receiver also contacted the alarm monitoring company at each of these locations and arranged for all security codes to be changed.
24. The Receiver did not attend at the Quebec premises as the Receiver learned that the only individual with access to the Quebec premises is a contractor engaged by the Company and that the assets at the Quebec premises were limited in value.
25. The Receiver effected the redirection of mail from the Calgary and Ontario locations to the Receiver's office. The Receiver understands that the Quebec location receives only a phone bill and alarm monitoring bill, which are both scanned and sent to the Ontario location by the contractor in Quebec.
26. The Receiver understood that the Company had bank accounts with Bank of Montreal ("**BMO**"), CIBC and Servus Credit Union ("**Servus**") and that credit card payments were processed through Global Payments and Moneris (the "**Credit Card Processors**"). On June 5, 2019, the Receiver wrote to BMO and CIBC requesting that the accounts of Amax be frozen and to permit deposits, but no withdrawals and on June 6, 2019, the Receiver wrote to Servus requesting same. On or about June 7, 2019, the Receiver contacted

Global Payments and Moneris to advise of the appointment of the Receiver and to commence the process of re-directing credit card receipts to the Receiver's trust account.

27. On June 7, 2019, the Receiver opened a bank account for the receivership administration at CIBC. Since that time, on a periodic basis, the Receiver has caused any funds accumulated in Amax's BMO and Servus accounts to be transferred to the Receiver's trust account and has had ongoing discussions with Moneris and Global Payments requesting that they remit to the Receiver's trust account any funds in their possession. Moneris has advised that it will be holding back for a period of time approximately \$114,000 to offset any customer chargebacks that may be made.

Books and Records

28. The books and records of the Company are located at the Ontario premises. The Receiver has obtained full and unfettered access to all of Amax's records; however, the Receiver notes that certain records were not maintained by the Debtor.
29. The Receiver is currently in the process of reviewing the Company's books and records and specifically the status of provincial sales tax and harmonized sales tax ("HST") returns. The Receiver understands that Amax had not, as at the date of commencement of the receivership administration, completed or filed any HST returns, which are due quarterly.

Insurance

30. On June 5, 2019, the Receiver contacted Amax's insurance broker (the "**Broker**") to (i) notify it of the receivership; (ii) enquire if Amax's insurance coverage was still in effect; (iii) confirm that Amax's insurer would continue coverage during the receivership administration; and (iv) if coverage would be continued, that the Receiver be added as a named insured and loss payee.

-
31. The Broker advised the Receiver that Amax's insurance policy was still in effect, but the Company had not paid the premium for the policy. The insurance broker advised that it would need to inquire of the insurer whether coverage would be continued under the receivership administration, but the policy would remain in effect until further notice.
 32. On June 27, 2019, the Broker wrote to the Receiver to confirm that the Company's coverage would be continued, and that the Receiver had been added to the policy as the named insured and loss payee.
 33. The Receiver issued payment of the annual premium for the policy on June 28, 2019.

Company's Retention and Termination of Staff

34. Immediately prior to the appointment of the Receiver, on May 31, 2019, the Company terminated the majority of its staff. Not terminated on May 31, 2019 were six staff members at the Ontario location, one staff member located and working from home in Port Colborne, Ontario, 2 staff members from the Calgary location, 2 staff members located in British Columbia and 1 contractor in Quebec.
35. During the week of June 3 – 7, 2019, the Company's former Controller completed, filed and mailed the terminated employees' records of employment (the "ROEs"). The former CEO and President of the Company, who is the spouse of the Controller, informed the Receiver that the shareholders of the Company advised the Controller that she would be paid \$5,000 to complete this task. The Receiver has not paid this amount on the basis that the Receiver did not enter into any agreement for the performance of this task with the former Controller.
36. After its appointment, on June 5, 2019, the Receiver attended at the Ontario location and held a meeting with the remaining staff and contractor. The

contractor located in Quebec and the employees located in Calgary, British Columbia and Port Colborne attended the meeting by telephone. During the meeting, the Receiver: (i) advised the staff of the Receiver's appointment; (ii) explained the Receiver's intended course of action with respect to continuing the sale of the Company's inventory and collection of accounts receivable; and (iii) gained an understanding of the employees' and contractor's roles within the Company.

37. On June 10, 2019, the Receiver issued 'Term & Task' letters to the 11 remaining employees of the Company. These letters provided information to these employees regarding the terms of their continued employment by the Company.
38. By June 12, 2019, the Receiver had received signed term and task letters from the employees in Ontario, Port Colborne and British Columbia. Upon follow up with the employees in Calgary, one employee (the "**Calgary Sales Employee**") refused to sign the Receiver's term and task letter unless certain language was added to the letter, which language was not acceptable to the Receiver. The Receiver advised the Calgary Sales Employee that the proposed language would not be inserted into the term and task letter. The other Calgary employee (the "**Calgary Warehouse Supervisor**") did not respond.
39. On June 14, 2019, the Calgary Warehouse Supervisor tendered his resignation, effective June 28, 2019. On June 17, 2019, the Receiver was advised by the Calgary Warehouse Supervisor that his resignation would be effective June 21, 2019.
40. On June 14, 2019, upon follow up by the Receiver with the Calgary Sales Employee regarding execution of the term and task letter provided to her, the Calgary Sales Employee advised that she would not sign the letter unless the additional language, among other things, were inserted into the term and task letter. The Receiver advised the Calgary Sales Employee that as a result of

her and the Receiver's inability to come to terms on the term and task letter, June 14, 2019 would be her last day with Amax. The Receiver also confirmed with the Calgary Sales Employee that she had been paid for work to the end of June 14, 2019.

41. On the basis that the Calgary Sales Employee was no longer at Amax and the Calgary Warehouse Supervisor's last day was June 21, 2019, the Receiver required someone to manage the Calgary premises from June 21, 2019 forward.
42. With the assistance of two of the employees retained by the Company, the Receiver caused customer calls being received by Calgary staff to be redirected to the Ontario facility. Upon discussion with these two employees, the Receiver came to understand that a former employee residing in British Columbia had managed the set-up of the Calgary premises and that this individual (the "**Calgary Manager**") possessed the skill set to assist the Receiver with its duties as they related to the Calgary premises.
43. The Receiver contacted the Calgary Manager who was willing to attend at the Calgary premises and manage same. The Receiver immediately made appropriate arrangements with this individual on a contract basis. The Calgary Manager attended at the Calgary premises on June 20, 2019 to work with the Calgary Warehouse Supervisor in order to appropriately transition duties.
44. On July 12, 2019, five employees were terminated by the Company. These employees primarily assisted the Receiver with sales of inventory, which sales ceased on July 12, 2019. The Company continues to employ four employees in Ontario. The Calgary Manager and contractor in Quebec continue to assist the Receiver with its duties in those locations.

Employee Claims and the Wage Earner Protection Program Act (“WEPPA”)

45. Upon the Receiver’s appointment, the Receiver began to receive calls from Service Canada regarding the ROEs submitted by the former Controller. It appears that the reason for termination was listed on the ROEs as “separation”, which the Receiver understands is not terminology that is recognized by Service Canada in respect of claims under WEPPA when an employee is terminated. In addition, the Receiver understands that the online filing of ROEs for the terminated employees was only partially completed by the former Controller. The Receiver completed the online filing of ROEs and has advised Service Canada that the reason for termination of staff by the Company was in anticipation of a receivership or bankruptcy.
46. The Receiver has responded to numerous inquiries from former employees of the Company seeking information and clarification as to the receivership proceedings, the status of payment of amounts owed to them, and how they may file a claim under the WEPPA.
47. Pursuant to the provisions of the WEPPA, the Receiver is required to: (i) provide to Service Canada the names of the workers who are owed employment related amounts by the Company and the amounts they are owed; and (ii) notify employees of the existence of the Wage Earner Protection Program within 45 days of the date of receivership.
48. The Receiver requested from the Company details of the amounts owed to former employees (the “**Arrears Information**”). The Arrears Information was provided by Amax’s Controller, and Chief Executive Officer and President, to the Receiver, which set out the amounts owed to former employees consisting of unpaid payroll, vacation pay, commissions, expenses, termination pay and/or severance and which confirmed that salaries and wages were paid by the Company up to May 31, 2019.

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49. On June 24, 2019, the Receiver mailed to eligible former employees of the Company an information package which included details of the recipient's claim, a proof of claim form, and instructions on how to apply for a payment under the WEPPA. The information package was sent to 20 former employees of the Company.
 50. The Receiver has responded to numerous inquiries from former employees of the Company in respect of the information package and the WEPPA. If an employee did not agree with the amounts that the Company provided to the Receiver, the Receiver obtained the Company's confirmation of the revised amount claimed by the employee or an explanation for why the given employee was not eligible for the additional amounts being claimed, which explanation was then provided by the Receiver to the employee.
 51. As of the date of the First Report, the Receiver continues to carry out its obligations with respect to the WEPPA.

Accounts Receivable Collections

52. According to an accounts receivable listing provided to the Receiver, as of the date of the commencement of the receivership, the Company was owed approximately \$987,000 by its customers. The Receiver has been working with Amax employees to effect collection of the outstanding accounts. As at July 11, 2019, the Receiver has collected \$546,966 representing approximately 55% of the Company's outstanding accounts receivable balance as at June 4, 2019.
53. The Receiver intends to proceed with its collection efforts until such time as those collection efforts become ineffective. At that time, depending on the quality and completeness of the books and records supporting the outstanding accounts receivable, and the quantum of the individual account balances, the Receiver will assess the merits of engaging a collection agency

to effect collection of the remaining accounts, or commence litigation to effect their collection.

30-Day Goods

54. The Receiver received one 30-day goods claim from 3M Canada Company (“**3M**”) pursuant to the provisions in S. 81.1 of the BIA. Based on its review of 3M’s claim and goods located in both the Ontario and Calgary facilities, the Receiver identified goods totaling approximately \$8,500 that were eligible for repossession by 3M (the “**3M Returnable Goods**”). These goods were segregated in each warehouse and removed from inventory available for sale.
55. 3M that it has picked up the 3M Returnable Goods from the Ontario and Alberta premises.

V. SALES PROCESS

56. Pursuant to paragraph 3 (i) of the Appointment Order, the Receiver is empowered and authorized to market any of the Property or any parts thereof and negotiate such terms and conditions of sale as the Receiver may deem appropriate.
57. On June 24, 2019, the Receiver commenced marketing efforts to sell the Property, including all inventory, furniture, equipment, brand rights, and customer lists.
58. On June 24, 2019, the Receiver commenced marketing the Property by preparing a marketing brochure (the “**Marketing Brochure**”) and forwarding the Marketing Brochure to various competitors of the Company, as well as a number of auctioneers/liquidators. The Receiver placed notices advertising the Property for sale in the National Post on June 27, 2019 and July 4, 2019 (collectively, the “**Newspaper Advertisements**”). Copies of the Marketing

Brochure and the Newspaper Advertisements are attached hereto as Appendix "H".

59. The Receiver prepared a confidentiality agreement ("**CA**") and a confidential information memorandum (the "**CIM**") with the Receiver's terms and conditions of sale to be sent to those parties that executed a CA. As of the date of this First Report, 27 CAs were executed by interested parties and returned to the Receiver. The Receiver sent to each party that executed a CA a copy of the CIM. The CIM contained, among other things, detailed listings of all inventory and equipment lots, terms and conditions of sale, and information regarding the customer lists and private label brands. A copy of the CA is attached hereto as Appendix "I". A copy of the CIM will be provided to the Court as "**Confidential Appendix 1**" on the hearing of the motion.
60. The Receiver respectfully requests that the Court seal the CIM pending further Order of the Court as publicly disclosing same may be prejudicial to the Receiver's sale process, Amax and/or others in the dental supply industry.
61. The Receiver's Sale Process is currently ongoing, and the Receiver has requested that all offers be submitted by July 19, 2019 (the "**Bid Submission Deadline**"). Further information on the marketing campaign will be provided to the Court at a later date, once the Bid Submission Deadline has passed, the Receiver has reviewed the offers received and the Receiver makes an application to Court for sale(s) of the Property.
62. A summary of the timeline of the Receiver's Sale Process is set out below:
 - a) June 25 – July 18, 2019 – inspection of assets by potential purchasers;
 - b) July 12, 2019 – cessation of inventory sales and provide potential purchasers with revised inventory lists to formulate final bids;
 - c) July 19, 2019 – Bid Submission Deadline;

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- d) July 24, 2019 – provide notification to successful and unsuccessful bidders;
 - e) August 1, 2019 – return deposits to unsuccessful bidders;
 - f) August 2 – August 16, 2019 – seek Court approval and close transaction(s); and
 - g) August 25, 2019 – Asset removal deadline.

VI. NOTICE AND STATEMENT OF RECEIVER

On June 14, 2019, the Receiver issued its Notice and Statement of Receiver, pursuant to S. 245 and 246 of the *Bankruptcy and Insolvency Act*.

VII. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 63. Attached to this report as Appendix "J" is the Receiver's Interim Statement of Receipts and Disbursements for the period June 4, 2019 to July 11, 2019 (the "R&D"). During this period, receipts were \$1,103,383, while disbursements were \$281,387, resulting in a net cash surplus of \$821,996.
- 64. The Receiver notes that cash receipts totaling approximately \$206,000 are held by either Servus or the Credit Card Processors, which receipts are included in the Receiver's cash receipts set out on the R&D.
- 65. The Receiver's disbursements for the period ending July 11, 2019 include, *inter alia*, payroll and related costs of \$87,741, occupation rent of \$42,702, and packaging and freight costs of \$30,511.

Receiver's Borrowings

66. As previously stated herein, pursuant to paragraph 20 of the Appointment Order, the Receiver is empowered to borrow up to \$50,000 for the purpose of funding the exercise of the powers and duties of the Receiver.
67. At the outset of its appointment and prior to re-directing funds held by BMO, Servus and the Credit Card Processors to the Receiver's trust account, on June 7, 2019, the Receiver borrowed \$50,000 from CIBC in order to pay current and anticipated expenses in relation to the receivership administration and issued a Receiver's Certificate to CIBC. On July 11, 2019, the Receiver repaid CIBC \$50,253, including \$253 in interest.

VIII. DISTRIBUTION TO SECURED LENDER

68. On the basis that the Receiver has obtained an independent legal opinion on the validity and enforceability of CIBC's security, as set out above, the Receiver is seeking the authorization of the Court to make from time to time interim and/or final distributions to CIBC up to the amount of Amax's indebtedness to CIBC, including interest thereon (the "**CIBC Distributions**"). The Receiver is of the view that any interim or final distributions made to CIBC is for the benefit of Amax's other creditors, as it reduces the indebtedness of Amax to CIBC which continues to accrue interest.

IX. FEES AND DISBURSEMENTS OF THE RECEIVER AND COUNSEL

69. Pursuant to paragraph 17 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 18 of the Appointment Order, the Receiver and its counsel shall pass their accounts before the Court.

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70. The total fees for the Receiver for the period from May 23, 2019 to June 28, 2019 were \$143,500.50, plus HST of \$18,655.07, for a total of \$162,155.57. The time spent by the Receiver is more particularly described in the Affidavit of Arif Dhanani sworn July 17, 2019, which is attached hereto and marked as Appendix "K" and contains a copy of the invoice that set out the services provided during this time period.
71. The total fees of Scarfone Hawkins for the period from June 5, 2019 to July 10, 2019, were \$6,837.00, plus disbursements of \$48.60, plus HST of \$895.13, for a total of \$7,780.73. The time spent by Scarfone Hawkins is more particularly described in the Affidavit of Zachary Pringle sworn July 17, 2019, which is attached hereto as Appendix "L" and contains, among other things, copies of invoices that set out the services provided during this period.
72. The Receiver is of the view that the fees and disbursements charged by Scarfone Hawkins are fair and reasonable.

X. CONCLUSION

73. Based on the foregoing, the Receiver respectfully requests that the Court grant an order:
- i) approving the First Report and the Receiver's conduct and activities described herein;
 - ii) sealing the CIM until further Order of the Court;
 - iii) approving the R&D;
 - iv) subject to the Receiver's receipt of independent legal opinions confirming the validity and enforceability of CIBC's security in Alberta and Quebec, authorizing the Receiver to make from time to time interim and/or final distributions from current and future realizations to CIBC up to the amount

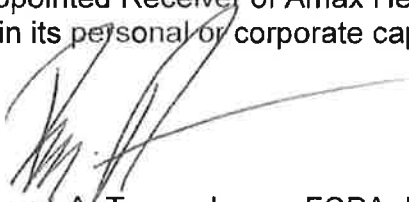
of Amax's indebtedness to CIBC, including interest thereon; authorizing the Receiver to make the CIBC Distributions; and

- v) approving the fees and disbursements of the Receiver for the period ending June 28, 2019 and Scarfone Hawkins to July 10, 2019.

All of which is respectfully submitted to this Court as of this 17th day of July, 2019.

RSM CANADA LIMITED, solely in its capacity as
Court-Appointed Receiver of Amax Health Inc.,
and not in its personal or corporate capacity

Per:



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
President

APPENDIX A

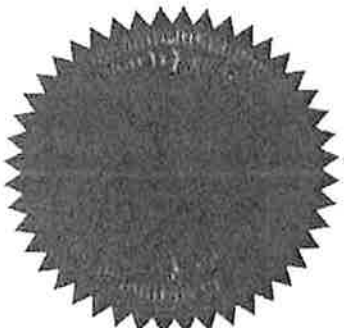
Court File No. 19-69485

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR)
JUSTICE A. WHITTEN)

TUESDAY, THE 4th
DAY OF JUNE, 2019

BETWEEN:



CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

AMAX HEALTH INC.

Respondent

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c.b-3, as amended, SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C-43, as amended, AND RULE 14.05(3)(g) and (h) OF THE *RULES OF CIVIL PROCEDURE*.

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant, Canadian Imperial Bank of Commerce, 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 RSM Canada Limited, as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Amax Health Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 45 Main Street East, Hamilton, Ontario.

ON READING the affidavit of Ben Tucci, sworn June 3, 2019 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for the Respondent, no one else appearing although duly served as appears from the affidavit of service of Elizabeth Wise, sworn June 4, 2019 and on reading the consent of RSM Canada Limited to act as the Receiver, and on being advised by counsel that the Debtor consents to the relief sought.

SERVICE

1. THIS COURT ORDERS that the time for service and method of service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and further service thereof is hereby dispensed with.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, RSM Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (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;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and

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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 business of the Debtor, 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 business, or cease to perform any contracts of the Debtor;
- (d) to engage 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 business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 the Debtor, for any purpose pursuant to this Order;

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- (i) 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;
 - (j) 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 \$200,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (k) 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;
 - (l) 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 receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) 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 the Debtor;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (q) 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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (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 books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. 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

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor 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 the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, 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 the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. 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 the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services,

including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor 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 Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the 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.

RECEIVER TO HOLD FUNDS

12. 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 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

13. THIS COURT ORDERS that all employees of the Debtor, if any, shall remain the employees of the Debtor until such time as the Receiver, on the 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

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. 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 that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the

Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. 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

17. 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.

18. 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.

19. 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

20. 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 \$50,000.00 (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.

21. 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.

22. 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.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu*

basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. 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. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL rsmcanada.com/amax-health-inc

24. 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

25. 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.

26. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.


27. 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 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.

28. 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.

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

30. 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.



ENTERED AT HAMILTON	
IN Book No.	391
as Document No.	323
on	18.04.2019
by.	

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that RSM Canada Limited the receiver (the "Receiver") of the assets, undertakings and properties of Amax Health Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 4th day of June 2019 (the "Order") made in an action having Court file number _____, 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 \$50,000.00 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, 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.

-15-

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 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 _____, 2019

RSM Canada Limited solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

-and- **AMAX HEALTH INC.**
Respondent

Court File No. 19-69485

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT HAMILTON

ORDER
(appointing Receiver)

SCARFONE HAWKINS LLP
One James Street South
14th Floor
P.O. Box 926, Depot 1
Hamilton, Ontario
L8N 3P9

Michael J. Valente (LSUC # 23925R)
mvalente@shlaw.ca
Tel: 905-523-1333
Fax: 905-523-5878

Lawyers for the Applicant
Canadian Imperial Bank of Commerce
RCP-E 4C (May 1, 2016)

APPENDIX B

Request ID: 023117246
Transaction ID: 71863480
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/23
Time Report Produced: 08:52:34
Page: 1

CORPORATION DOCUMENT LIST

Ontario Corporation Number
1992396

Corporation Name
AMAX HEALTH INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	INITIAL RETURN PAF: MURRAY, BRYCE W. B.	1	2018/11/20
BCA	ARTICLES OF AMALGAMATION	4	2018/09/01

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Request ID: 023117245
 Transaction ID: 71863477
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/05/23
 Time Report Produced: 08:52:25
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1992396	AMAX HEALTH INC.	2018/09/01
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
472 GAGE STREET	NOT APPLICABLE	A
NIAGARA-ON-THE-LAKE ONTARIO CANADA L0S 1J0	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address	Letter Date	Revival Date
472 GAGE STREET P O BOX 1463	NOT APPLICABLE	NOT APPLICABLE
NIAGARA-ON-THE-LAKE ONTARIO CANADA L0S 1J0	Continuation Date	Transferred Out Date
	NOT APPLICABLE	NOT APPLICABLE
Activity Classification	EP Licence Eff.Date	EP Licence Term.Date
NOT AVAILABLE	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00001 00010	NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE

Request ID: 023117245
Transaction ID: 71863477
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/23
Time Report Produced: 08:52:25
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1992396

Corporation Name

AMAX HEALTH INC.

Corporate Name History

AMAX HEALTH INC.

Effective Date

2018/09/01

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations**Corporation Name**

CHEETA ALLIANCE INC.

AMAX DENTAL ALBERTA INC.

AMAX DENTAL SUPPLY B. C. INC.

AMAX DENTAL ONTARIO INC.

Corporate Number

1996698

1996700

1996699

2570649

Request ID: 023117245
Transaction ID: 71863477
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/23
Time Report Produced: 08:52:25
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1992396	AMAX HEALTH INC.

Administrator: Name (Individual / Corporation)	Address
CARMAN DENNIS ADAIR	21939 0 AVENUE LANGLEY BRITISH COLUMBIA CANADA V2Z 1S2

Date Began	First Director	Resident Canadian
2018/09/01	NOT APPLICABLE	Y
Designation	Officer Type	
DIRECTOR		

Administrator: Name (Individual / Corporation)	Address
CARMAN DENNIS ADAIR	21939 0 AVENUE LANGLEY BRITISH COLUMBIA CANADA V2Z 1S2

Date Began	First Director	Resident Canadian
2018/09/01	NOT APPLICABLE	Y
Designation	Officer Type	
OFFICER	PRESIDENT	

Request ID: 023117245
 Transaction ID: 71863477
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/05/23
 Time Report Produced: 08:52:25
 Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

1992396

Corporation Name

AMAX HEALTH INC.

**Administrator:
 Name (Individual / Corporation)**

JOSEPH
 TAYLOR
 ROBERTSON

Address

472 GAGE STREET
 P O BOX 1463
 NIAGARA-ON-THE-LAKE
 ONTARIO
 CANADA LOS 1J0

Date Began

2018/09/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
 Name (Individual / Corporation)**

JOSEPH
 TAYLOR
 ROBERTSON

Address

472 GAGE STREET
 P O BOX 1463
 NIAGARA-ON-THE-LAKE
 ONTARIO
 CANADA LOS 1J0

Date Began

2018/09/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 023117245
Transaction ID: 71863477
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/23
Time Report Produced: 08:52:25
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

1992396

Corporation Name

AMAX HEALTH INC.

**Administrator:
Name (Individual / Corporation)**

CLARK
ROBERTSON

Address

472 GAGE STREET
P O BOX 1463
NIAGARA-ON-THE-LAKE
ONTARIO
CANADA L0S 1J0

Date Began

2018/09/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**

CLARK
ROBERTSON

Address

472 GAGE STREET
P O BOX 1463
NIAGARA-ON-THE-LAKE
ONTARIO
CANADA L0S 1J0

Date Began

2018/09/01

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 023117245
Transaction ID: 71863477
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/23
Time Report Produced: 08:52:25
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

1992396

Corporation Name

AMAX HEALTH INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2018/11/20

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

APPENDIX C



Search Results
ID=6181800

Current: 24/05/2019 09:35:56
Submitted: 24/05/2019 09:35:48
Completed: 24/05/2019 09:35:51

Your Ref No. ESCWEB6181800

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/24/2019
TIP73526 ENQUIRY REQUEST 09:35:50

FILE CURRENCY 23MAY 2019
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SEARCH TYPE (BD,IN,IS,MV) : BD
SEARCH CRITERIA : Amak Health Inc.

SUB-SEARCH
RETRIEVE REGISTRATIONS RECORDED SINCE (DD*MM*YYYY) : 24JAN1900
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : R PICK-UP CODE :
RESPONSE MAILING ADDRESS
NAME :
ADDRESS :
CITY : PROV :
POSTAL CODE :
PRINT RESPONSE LOCALLY (Y/N) : N

FISM615 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/26/2015
 TIP71526 RESPOND SUBSIDIARY/CHILD VOLUME# 05/26/2015
 ACCOUNT : 000015-0001
 FILE CURRENCY : 25MAY 2015
 SEARCH : ID : ANNA HEALTH INC.

RESPONSE CONTAINS : APPROXIMATELY 2 FAMILIES 4 PAGES

- = FOR WEB-BASED RESPONSE, ENTER "W" IN RESPONSE TYPE.
- = TO REQUEST A PRINT-OUT, ENTER "P" IN RESPONSE TYPE AND FILL IN THE MISSING INFORMATION.
- = TO TERMINATE THE ENQUIRY, ENTER "CANCEL" IN THE NAME LINE.

RESPONSE TYPE : V RESPONSE LANGUAGE (R, I) : F PICK-UP CODE : _____
 RESPONSE MAILING ADDRESS
 NAME : _____
 ADDRESS : _____
 CITY : _____ PROV : _____
 POSTAL CODE : _____
 PRINT RESPONSE LOCALLY (Y/N) : N

BSMK02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/24/2019
 TIP73526 DISPLAY LC REGISTRATION SCREEN 1 09:35:58
 ACCOUNT : 005313-0001 FAMILY : 1 OF 2 ENQUIRY PAGE 1 OF 4
 FILE CURRENCY : 23MAY 2019
 SEARCH : HD : AMAX HEALTH INC.

00 FILE NUMBER : 747860119 EXPIRY DATE : 25JAN 2024 STATUS :
 01 CANFOR FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20190125 1136 1219 1099 REG TYP: P FIDA REG PERIOD: 05
 02 IND DOB : IND NAME:
 03 BUS NAME: AMAX HEALTH INC.

04 ADDRESS : 27 SWAPARK DR OCN :
 CITY : ST CATHARINES PROV: ON POSTAL CODE: L2M 6S5
 05 IND DOB : IND NAME:
 06 BUS NAME:

07 ADDRESS : OCN :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 CANADIAN IMPERIAL BANK OF COMMERCE
 09 ADDRESS : 305 MILNER 6TH FLOOR
 CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 3V4
 CONS. MV DATE OF OR NO FIXED
 GOODS TRAVRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 11 YEAR MAKE MODEL V-I-N-

12 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT: D&H LIMITED PARTNERSHIP
 17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/24/2019
 TIP73526 DISPLAY 1C REGISTRATION - SCREEN 1 09:35:50
 ACCOUNT : 009313-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 4
 FILE CURRENCY : 23MAY 2019
 SEARCH : BD : AMAX HEALTH INC.

00 FILE NUMBER : 75090521 EXPIRY DATE : 06MAY 2021 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20190506 1433 8077 0651 REG TYP: P PPSA REG PERIOD: 2
 02 IND DOB : IND NAME:
 03 BUS NAME: AMAX HEALTH INC

OCN :
 04 ADDRESS : 1-27 SEAPARK DR
 CITY : ST CATHARINES PROV: ON POSTAL CODE: L2M6S5
 05 IND DOB : IND NAME:
 06 BUS NAME:

OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 RCAP LEASING INC.

09 ADDRESS : 5575 NORTH SERVICE RD, STE 300
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE X X X MODEL V.I.N. X

11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 ALL OFFICE FURNITURE BOOTH EQUIPMENT FROM TIME TO TIME LEASED
 14 BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES,
 15 CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS
 16 AGENT: REGISTRY - RECOVERY INC.
 17 ADDRESS : 1551 THE QUEENSWAY
 CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

ISSUE02 PERSONAL PROPERT SECURITY REGISTRATION SYSTEM 05/24/2019
 TIP23526 DISPLAY 1G REGISTRATION - SCREEN 1 08:35:56
 ACCOUNT : 009313 0001 FAMILY : 2 OF 2 INQUIRY PAGE : 3 OF 4
 FILE CURRENCY : 24MAY 2019
 SEARCH# : 02 : AMAX HEALTH INC.

00 FILE NUMBER : 750905721 EXPIRY DATE : 06MAY 2021 STATUS :
 01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20190506 1433 8677 0151 10 : TYP: REG PERIOD:

02 IND DOB : IND NAME :
 03 BUS NAME : OCN :

04 ADDRESS :
 CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME :
 06 BUS NAME : OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 RCAP LEASING INC.

09 ADDRESS : 300 - 5575 NORTH SERVICE RD
 CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1
 CONS. MV DATE OF OR NO FIXTD

10 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 YEAR MAKE MODEL VIN#

11
 12

GENERAL COLLATERAL DESCRIPTION

13 ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO
 14 TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS,
 15 ACCESSORIES AND ATTACHMENTS

16 AGENT:

17 ADDRESS :
 CITY : PROV: POSTAL CODE:

940802 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 05/24/2014
 TIF7357C DISPLAY 10 REGISTRATION - SCREEN 09:15:50
 ACCOUNT : 009010-0001 FAMILY : 2 OF 2 ENQUIRY PAGE 1 4 01 4
 FILE CURRENCY : 1 MAY 2019
 SEARCH : BC : AMAX HEALTH INC

00 FILE NUMBER : 750905701 ENTRY DATE : 06MAY 2021 STATUS :
 01 CAPTION FILING : PAGE : 03 OF 00; MV SCHEDULE ATTACHED :
 REG NUM : 20190506 1459 0077 0651 REG TYE: REG PERIOD:
 02 IND DOP : IND NAME:
 03 BUS NAME:

04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOP : IND NAME:
 06 BUS NAME:

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 COND. MV DATE OF OR NO FIXED
 GOODS (MTR) EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION

13
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

LAST SCREEN

SEARCHED INDEXED SERIALIZED FILED MAR 27 1968 FBI - MEMPHIS

MEMPHIS TENN APR 19 1968

SEARCHED INDEXED SERIALIZED FILED MAR 27 1968 FBI - MEMPHIS

ADJ. CLERK
 RECEIVED MEMPHIS POLICE DEPT. (44-1987-44)
 MEMPHIS TENN APR 19 1968
 RE: MURDER OF MARTIN LUTHER KING, JR.
 NAME :
 ADDRESS :
 CITY :
 POSTAL CODE :
 PRINT RESPONSE LOCALLY (Y/N) :
 INQUIRY FOR "MURDER OF KING" FILE

APPENDIX D

Search ID #: Z11640305

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 02521100-03BDFA59
FB

Search ID #: Z11640305

Date of Search: 2019-Jun-25

Time of Search: 09:29:07

Business Debtor Search For:

Amax Health Inc.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z11640305

Business Debtor Search For:

Amax Health Inc.

Search ID #: Z11640305

Date of Search: 2019-Jun-25

Time of Search: 09:29:07

Registration Number: 19012512366

Registration Date: 2019-Jan-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jan-25 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

Current

1 AMAX HEALTH INC.
1140 D 44TH AVENUE SE
CALGARY, AB T2G 4W6

Secured Party / Parties**Block****Status**

Current

1 CANADIAN IMPERIAL BANK OF COMMERCE
305 MILNER 6TH FLOOR
SCARBOROUGH, ON M1B 3V4

Collateral: General**Block****Description****Status**

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Current

Result Complete

APPENDIX E

Date, heure, minute de certification : **2019-06-21 09:15**

Critère de recherche Nom d'organisme : **Amax Health Inc.**

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 19-0074377-0001	2019-01-25	11:55


Date, heure, minute de certification : **2019-06-21 09:15**

Critère de recherche Nom d'organisme : **Amax Health Inc.**

Nom présentant des similarités (1)

Nom	Code postal	Nombre de fiches détaillées
 AMAXIS INC	H2Y 1Y8	

Registre
des droits personnels
et réels mobiliers

Québec 

Date, heure, minute de certification : 2019-06-21 09:15

Critère de recherche Nom d'organisme : Amax Health Inc.

Critère de sélection Nom d'organisme :
AMAX HEALTH INC
Code Postal :
J0P1P0

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DEPOSSESSION 19-0074377-0001	2019-01-25	11:55



Date, heure, minute de certification : 2019-06-21 09:15

Critère de recherche Nom d'organisme : Amax Health Inc.

Critère de sélection Nom d'organisme : AMAX HEALTH INC Code Postal : J0P1P0

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
19-0074377-0001	2019-01-25 11:55	2029-01-24

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

Canadian Imperial Bank of Commerce
305 Milner 6th Floor, Scarborough, ON

M1B 3V4

Constituant

AMAX HEALTH INC.
22 Rue Jean Marc Seguin, Rigaud, QC

J0P 1P0

BIENS

TOUS LES BIENS MEUBLES PRESENTS ET A VENIR, CORPORELS ET INCORPORELS, SANS RESTRICTION NI RESERVE ET OU QU'ILS SE TROUVENT, Y COMPRIS TOUTES LES CREANCES, TOUS LES BIENS EN STOCK, TOUT L'EQUIPEMENT, TOUS LES DROITS INTELLECTUELS ET TOUTES LES VALEURS PRESENTES ET A VENIR.

AINSI QUE:

- LE PRODUIT DE TOUTE VENTE, LOCATION, OU AUTRES DISPOSITIONS DES BIENS GREVES, TOUTE CREANCE RESULTANT D'UNE TELLE VENTE, LOCATION OU AUTRE DISPOSITION, AINSI QUE TOUT BIEN ACQUIS EN REMPLACEMENT;
- TOUS LES DROITS CONTRACTUELS DU CONSTITUANT, PRESENTS ET A VENIR;
- TOUTES INDEMNITES D'ASSURANCE OU D'EXPROPRIATION PAYABLES RELATIVEMENT AUX BIENS GREVES;
- TOUS AUTRES DROITS ABSOLUS OU CONDITIONNELS RELATIFS AUX BIENS GREVES AINSI QUE TOUS LES FRUITS ET REVENUS QU'ILS RAPPORTENT; ET
- TOUS LES TITRES, DOCUMENTS, REGISTRES, FACTURES ET COMPTES CONSTATANT LES BIENS GREVES OU S'Y RAPPORTANT.

MENTIONS

Somme de l'hypothèque

\$1150000 including an amount equal to 15% of the capital, with interest at a rate of 25% per year

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2019-01-11

Lieu : Ontario

AVIS D'ADRESSE

N° 046988



Date, heure, minute de certification : 2019-06-21 09:15

Critère de recherche Nom d'organisme : Amax Health Inc.

Critère de sélection Nom d'organisme :
 AMAXIS INC
 Code Postal :
 H2Y1Y8

Fiche	Inscription	Date	h:min
001	DROITS RESULTANT D'UN BAIL ET CESSION DES DROITS 16-0439025-0092	2016-05-11	14:58



Date, heure, minute de certification : 2019-06-21 09:15

Critère de recherche Nom d'organisme : Amax Health Inc.

Critère de sélection Nom d'organisme : AMAXIS INC Code Postal : H2Y1Y8

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0439025-0092	2016-05-11 14:58	2022-05-03

DROITS RÉSULTANT D'UN BAIL ET CESSION DES DROITS

PARTIES

Locateur

3566072 Canada Inc 1922 OUEST RUE STE-CATHERINE, Montreal, PQ	H3H 1M4
--	---------

Cessionnaire

Toyota Credit Canada Inc. 80 Micro Court Suite 200, Markham, ON	L3R 9Z5
--	---------

Locataire

AMAXIS INC. 31 50 ST PAUL OUEST, MONTREAL, QC	H2Y 1Y8
--	---------

BIENS

Véhicule routier :

Cat.	Numéro d'identification	Année	Description
01	Véhicule de promenade 5TDBKRFHXGS282756	2016	TOYOTA HIGHLANDER

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2016-05-03

Lieu : Montreal QC

La cession vise tous les droits

Autres mentions :

REF: (51.0001618405 / ONTC1F2392089-1 / 9881675)

AVIS D'ADRESSE

N° 017813

APPENDIX F



CIBC Account Statement

AMAX HEALTH INC.

For Jun 1 to Jun 18, 2019

Account number
49-97018

Branch transit number
08642

The names shown are based on our current records, as of June 21, 2019. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Jun 1, 2019		-	\$729,764.48
Withdrawals	-		50,683.86
Deposits	+		41,376.43
Closing balance on Jun 18, 2019	=		-\$739,071.91

Contact information

1 800 465 CIBC (2422)
 Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
 1 800 465 7401

Outside Canada and the U.S.
 1 902 420 CIBC (2422)

www.cibc.com

Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Jun 1	Opening balance			-\$729,764.48
Jun 3	CREDIT MEMO 8025336 MC GBL MC 8025336		2,162.41	-727,602.07
	CREDIT MEMO 8025336 VISA GBL VI 8025336		8,844.56	-718,757.51
Jun 4	CREDIT MEMO 8025336 AMEXO GBL AX 8025336		462.76	-718,294.75
	CREDIT MEMO 8025336 MC GBL MC 8025336		650.10	-717,644.65
	CREDIT MEMO 8025336 VISA GBL VI 8025336		7,985.74	-709,658.91

(continued on next page)

CIBC Account Statement

Jun 1 to Jun 18, 2019

Account number: 49-97018

Branch transit number: 08642

Transaction details (continued)

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Jun 4	Balance forward			-\$709,658.91
Jun 5	CREDIT MEMO 8025336 MC GBL MC 8025336		276.00	-709,382.91
	OVERDRAFT INTEREST	487.86		-709,870.77
	LOAN ADMIN FEE	150.00		-710,020.77
Jun 6	CREDIT MEMO 8025336 MC GBL MC 8025336		98.45	-709,922.32
	CREDIT MEMO 8025336 VISA GBL VI 8025336		2,052.16	-707,870.16
	DEPOSIT 06972 FAIRVIEW MALL BANKING CENTRE		10,706.33	-697,163.83
Jun 7	CREDIT MEMO 08642 FUNDS TSF FROM USD#0380415 USD \$6315.32@1.2886=8137.92		8,137.92	-689,025.91
	DEBIT MEMO 08642 FUNDS CREDITED TO 7239815 A/P BEN TUCCI SPEC. LOANS	50,000.00		-739,025.91
Jun 12	DEBIT MEMO AD-HOC EFT CMO	16.00		-739,041.91
	DEBIT MEMO CHANNEL SC CMO	30.00		-739,071.91
	Closing balance			-\$739,071.91

Important: This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your business account operation agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

***Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC's current *Business Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

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APPENDIX G



ALLOWAY
AND
ASSOCIATES
PROFESSIONAL CORPORATION
BARRISTERS & SOLICITORS

June 27, 2019

Delivered by Electronic Mail

Arif Dhanani
Vice President
RSM Canada Limited
11 King St. W., Suite 700, Box 27
Toronto, ON M5H4C7

Dear Mr. Dhanani,

**Re: Amax Health Inc.
Our File No. 2019705-004**

Account Name: Amax Health Inc.

**Evidence of
Indebtedness:** CIBC Credit Facilities Letter dated January 8, 2019.

Security: PPSA registered January 25, 2019, over all personal property.

We confirm your advice that by the Order of the Honourable Mr. Justice Whitten issued June 4 2019, RSM Canada Limited (hereinafter the "Receiver"), was appointed as the receiver of all assets, undertakings and properties of Amax Health Inc. (hereinafter the "Debtor"). We further confirm your instructions that we are to provide our opinion as to the validity and enforceability of the security held by Canadian Imperial Bank of Commerce ("CIBC") over the assets, undertaking, and properties of the Debtor.

CREDIT AND SECURITY

1. Credit Facilities Letter dated January 8, 2019

We have reviewed the Credit Facilities Letter dated January 8, 2019 which provides for the following credit facilities:

[2]

- **Facility #1** with credit limit in the amount of CDN \$1,000,000.00, interest at prime rate plus 1.00 % per annum, payable on demand

The Credit Facilities Letter was executed by the CIBC and Peter Jagoon, CEO of the Debtor on January 11, 2019.

It is our opinion that the obligations established by the above Credit Facilities Letter dated January 8, 2019, are valid, binding, and enforceable obligations of the Debtor, in accordance with its terms, subject to assumptions and qualifications set out below.

2. Security Agreement dated January 11, 2019

We have reviewed the Security Agreement dated January 11, 2019, provided by the Debtor. The Security Agreement was properly executed by Peter Jagoon, President of the Debtor.

By terms of the Security Agreement, it secures all personal property of the Debtor.

It is our opinion that the obligations and security interests established by the Security Agreement dated January 11, 2019, are binding, enforceable, perfected and valid in favour of CIBC, in accordance with its terms, subject to the assumptions and qualifications set out below.

We note that the Credit Facilities Letter dated January 8, 2019, expressly provides that the Security Agreement is to be registered in Ontario, Quebec, and Alberta. As we are only licensed to practice law in Ontario, we have not conducted any searches and provide no opinion as to the validity, enforceability of the Security Agreement in Quebec and Alberta. As set out below, CIBC duly registered the Security Agreement under the Ontario PPSA, as required to perfect the interests established thereby.

PPSA Search

We obtained from the Ontario Ministry of Government Services a Personal Property Security Registration Certificate effective as at June 25, 2019, with respect to the Debtor. We have summarized said certificate in the below table.

Registration Date	Secured Party	Classification of Collateral
Jan 25, 2019	CIBC	Inventory, Equipment, Accounts, Other, Motor Vehicle
May 6, 2019	RCAP Leasing Inc.	Equipment, Accounts, Other All office furniture booth equipment from time to time

[3]

		leased by the secured party to the debtor as described on leases, conditional sales agreements and any other financing agreements entered into between the secured party and the debtor from time to time and any proceeds thereof, together with all replacement parts, accessories and attachments.
--	--	---

As set out in the above table, CIBC is the first registered secured creditor of the Debtor, having first registered under the PPSA on January 25, 2019, as confirmed by the PPSA Enquiry Result issued June 25, 2019. By operation of section 30.(1) of the PPSA, CIBC has a first ranking security interest in all personal property of the Debtor, subject to any valid leases and PMSIs in accordance with section 33.(1) of the PPSA, valid registered leases and interests not subject to PPSA (such as landlord's lien or deemed trust in favour of the Crown).

We assume that the registration of RCAP Leasing Inc. pertains to a valid lease, such that the equipment supplied by that creditor is not property of the Debtor and is not subject to CIBC's security interests.

Assumptions

In the above opinions, in absence of any evidence to the contrary, we have assumed the following:

1. The signatures on all of the documents examined are genuine, that the individuals signing such documents had the legal capacity to do so at the time of signing and that all of the documents submitted to us as photocopies conform to the authentic original documents and that all of the documents were fully completed prior to execution and delivery;
2. The Debtor held legal and beneficial title to the personal property charged by and subject to the Security Agreement referenced herein, and at all material times said personal property was located within the Province of Ontario;
3. At the time the credit and security agreements were executed and delivered by the Debtor it was a subsisting corporation under the laws of Ontario, and had all necessary corporate power and authority to enter into each of the documents to which it is a party and to perform all of the obligations provided therein;
4. The credit and security agreements were duly authorized, executed and delivered to and in favour of CIBC by the Debtor;

[4]

5. The credit and security agreements were provided to CIBC on the basis of informed consent and for value and did not involve preferential transactions capable of being challenged as such;
6. CIBC holds proper evidence of the amount of the indebtedness owed to it by the Debtor and the date(s) which the indebtedness was incurred;
7. None of the security agreements referenced herein have been assigned, released, discharged or otherwise impaired, either in whole or in part;
8. All of the information provided to us by all federal and provincial government agencies and departments was correct on the currency dates thereof, and such information remains correct to the date thereof;
9. The Debtor has not changed its business name or filed articles of amendment to amend its business name;
10. CIBC and the Receiver are not aware of any documents, facts or circumstances that would make the assumptions in 1 - 9 above to be erroneous.

Qualifications

The above opinions are subject to the following qualifications:

1. We are solicitors qualified to practice law in the Province of Ontario and we express no opinion herein as to any laws, or other matters governed by any laws other than of the Province of Ontario and the federal laws of Canada therein as of the date hereof.
2. Our opinion is based solely upon a review of the search results of the searches referenced herein.
3. As Ontario does not have a system for recording ownership and title to personal property, no opinion is given with respect to title to any of the personal property of the Debtor or the cross-corporate guarantors.
4. We have not conducted any title searches or off title searches in connection with the mortgaged lands and this report is not to be considered a report on title to said real property.
5. The PPSA does not apply to a security interest in an insurance contract. Any such

[5]

interest must be confirmed directly with the appropriate insurance company. In absence of any specific instructions to do so we have not made any inquiries with respect to any insurance contracts which may be in place.

6. A perfected security interest may become unperfected prior to its stated expiry date in certain circumstances, such as where a debtor transfers its collateral out of the ordinary course of business or where a debtor changes its name and the secured party fails to amend its PPSA registration within the required time.
7. The PPSA registration system does not record whether a secured creditor has a purchase money security interest ("PMSI"). By operation of the PPSA a PMSI may rank ahead of prior PPSA registrations, accordingly, we express no opinion whether any secured party may have a PMSI in respect of the assets and undertaking of the Debtor.
8. We express no opinion as to the validity, enforceability or priority of any other party.
9. The enforceability of the credit and security agreements referenced herein are subject to the *Limitations Act, 2002*, R.S.O.

The opinions contained herein are given solely for the benefit of the addressee, and may not be relied upon, in whole or in part, by any other person or party without the prior written consent of the undersigned.

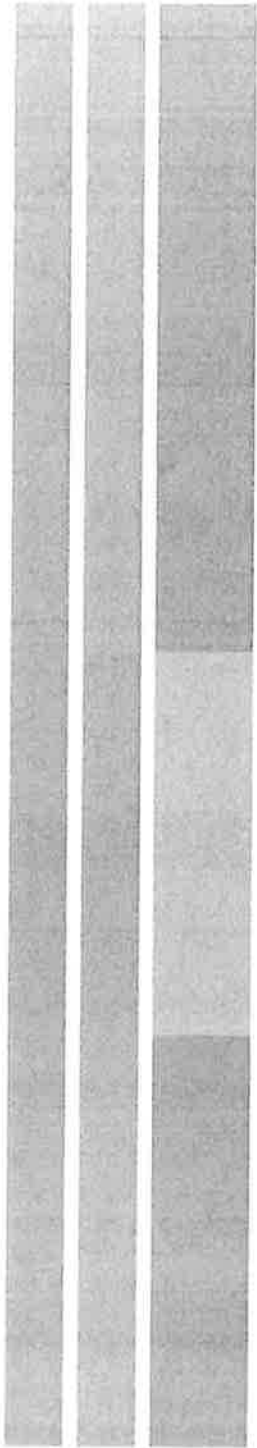
We look forward to your comments and further instructions.

Yours truly,

ALLOWAY AND ASSOCIATES
Professional Corporation

James C. Davies

APPENDIX H

A large, stylized rounded rectangle frame with a tab on the left side, containing the main text of the document. The frame is composed of two overlapping rounded rectangles, with the inner one being slightly offset to the right and down. A small rounded rectangle tab is attached to the left side of the inner rectangle.

AMAX HEALTH INC.

**SALE OF DENTAL SUPPLIES AND
EQUIPMENT**

JUNE 24, 2019

June 24, 2019

THE OPPORTUNITY

RSM Canada Limited, solely in its capacity as Court-appointed Receiver of Amax Health Inc. (the "Receiver") has been authorized to solicit proposals for the purchase of all or some of the assets of Amax Health Inc. ("Amax" or the "Company").

HIGHLIGHTS

- Wide variety of dental supplies and small equipment from leading brands in the industry
- Ability to acquire the rights to an exclusive private label brand name
- Customer list representing approximately 1,800 active customers
- Various office and warehouse equipment

Overview

Amax, a 100 percent Canadian owned company, supplies dental products and small equipment to customers throughout Canada. Amax operates its business in the Provinces of British Columbia, Alberta, Ontario, and Quebec, and has two distribution centres; one in Calgary, AB and the other in St. Catharines, ON.

Amax is a distributor of more than 120 of the top selling dental brands in the world - brands such as Coltene, Crosstex, Centrix, Carestream, Hu-Friedy, GC America, Garrison, Medicom, Kimberly Clark, Pulpdent, Premier Dental, PDT, SciCan, Supermax, Septodont, Sable, 3M and many more. The Company also distributes several private label brands.

As of September 1st, 2018, Cheeta Alliance Inc., Amax Dental Alberta Inc., Amax Dental Supply B.C. Inc., and Amax Dental Ontario Inc. were amalgamated to form Amax Health Inc.

Assets for Sale

The Receiver is offering for sale the Company's right, title and interest in the following assets:

- 1) Inventory consisting of dental supplies and small equipment from known manufacturers in the industry, including 3M, GC America, Coltene, Premier, Hu-Friedy, Paradise Dental Technologies, Amercian Eagle, Hartzell, and many more;
- 2) Various warehouse equipment from the Company's two distribution centres;
- 3) Office furniture and equipment from three sales offices;
- 4) The Company's interest in certain private label brands; and
- 5) The Company's customer list, including approximately 1,800 active and 2,000 inactive customers.

June 24, 2019

Transaction and Competitive Bid Process

The Receiver is conducting a Request for Offers, and interested parties must submit offers by no later than 4:00 p.m., Friday, July 12, 2019. Offers must be submitted using the form of offer available with the Confidential Information Memorandum ("CIM"). The Receiver reserves the right to extend the above deadline at its sole discretion.

To receive additional information including the CIM, interested parties must execute a Confidentiality Agreement. If you are interested in this opportunity, please contact Mr. Usama Emad of the Receiver's office either at 905-926-3240 or at usama.emad@rsmcanada.com.

rsmcanada.com

This document contains general information, may be based on authorities that are subject to change, and is not a substitute for professional advice or services. This document does not constitute audit, tax consulting, business, financial, investment, legal or other professional advice, and you should consult a qualified professional advisor before taking any action based on the information herein. RSM Canada Limited and its affiliates and related entities are not responsible for any loss resulting from or relating to reliance on this document by any person. This communication is being sent to individuals who have subscribed to receive it or who we believe would have an interest in the topics discussed.

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ARTICLES
CANADA'S FIRST
EMISSION-FREE CAR
CYBER-ASSAULT

Environment Minister Catherine McKenna signed a vehicle emissions agreement with California Wednesday that the state's governor and auto industry reports see as a signal that Canada is going to side with California in a U.S. dispute over emissions standards. The pact is aimed at harmonizing efforts to cut pollution from cars and pickup trucks, including emissions standards, accelerating the adoption of electric vehicles and collaborating to make fuels that are used burned more cleanly. In terms of Canada, 25 per cent of our carbon pollution comes from transportation, McKenna, pictured, said. "To change that we need cleaner cars. Working with California is a way forward." The agreement comes as U.S. President Donald Trump is preparing to roll back emissions standards set by former president Barack Obama. *By Canadian Press*



Trade pacts
may open
new markets

MEAT
Continued from RP1

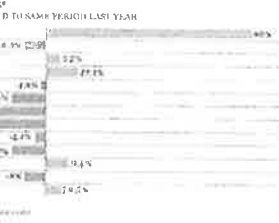
It is "unclear" why Canadian beef imports were also suspended, since the falsified documents were related to pork, the Canadian Cattlemen's Association said in a statement. Ottawa is seeking clarification from Chinese officials, the organization said. Shipments to China represented 2.6 per cent of all Canadian beef exports in 2015, though the market's importance has increased dramatically in the past few months. Indeed, beef exports to China jumped 445 per cent to 5,300 tonnes in the first quarter — amounting to \$46 million in trade. China is the fifth-largest export market for the sector.

Bob Lowe, vice-president of the Canadian Cattlemen's Association, said while beef sales to China are growing, the suspension "is a way bigger deal for pork." China was the second-largest export market for Canadian pork producers in 2014 after the United States, with producers shipping \$514 million worth of products to the country during the year. With U.S. imports inhibited by Chinese tariffs and domestic supplies dwindling due to African swine fever, Canadian

GETTING GRILLED: CHINA CANADIAN MEAT BAN TO HURT PORK MOST

CANADIAN PORK EXPORTS*
JAN-APRIL 2015 COMPARED TO SAME PERIOD LAST YEAR

Country	Value (Million USD)	% Change
China	14.2	422%
U.S.	13.1	20%
Japan	1.2	12%
India	0.8	15%
South Korea	0.7	18%
Other	0.6	10%
Philippines	0.5	12%
Australia	0.4	10%
New Zealand	0.3	8%
Other	0.2	5%
U.S. 2014	12.5	-
Other	1.5	-
2014 Total	14.0	-



producers were on track to hit revenues in 2015. "This suspension is definitely an economic hit that will have repercussions all through the supply chain," said Larry Sturdy, director of government and corporate

affairs with the Canadian Pork Council.

Nearly one-third of all Canadian pork exports go to China and roughly 50 per cent of every hog in the Canadian herd ends up in the country, Sturdy said. What's

more, China is a key market for hogs, hawks and "offal" — the pig ears, stomachs and intestines that are staples in Chinese cuisine but are not sought after in the west.

"We get a good price for those products in China and now that market's gone, so they'll have to be absorbed somewhere else," said Sturdy.

What's certain is that the whole supply chain will be affected — from the farmers who grow the hogs, to the processors who slaughter and package them, to the traders and distributors who send them overseas, he said.

"All products destined for China and shipped up to yesterday are going to make it," he says.

An outbreak of African swine fever that began in China last August has spread through Vietnam,

Hung, Cong, Taiwan and other Asian nations, wiping out large portions of the swine-breeding industry. A report from the United Nations Food and Agriculture Organization last week said that more than 57 million pigs in the region had been culled since the outbreak began more than 1.1 million in China alone.

Beijing has also placed hefty tariffs on U.S. pork imports as part of its trade war with Washington, squeezing another source of supply. "If they are playing politics in this area, the suspension that they're doing it at a time of such dire need for pork," said Brown.

Tensions between Ottawa and Beijing have escalated since December when Meng Wanzhou, chief financial officer of the telecommunications

firm, was detained in Vancouver on a U.S. extradition request. China, where its demanding returns, has also detained two Canadians on charges of espionage. China has also halted Canadian exports of cornmeal.

News of the Chinese pork suspension broke on Prime Minister Justin Trudeau was preparing to leave Wednesday for the Group of 20 ministers meeting in Japan, where U.S. President Donald Trump has promised to make the issue of the two detained Canadians with Chinese President Xi Jinping.

Meat producers were hopeful that the channels of trade with China would reopen soon. Until then, they will attempt to use Canada's other trade agreements — including the Trans-Pacific Partnership and Free Trade Agreement for Trans-Pacific Partnership — to shift products to other markets, said Lowe.

"What we'd really like to see for everyone to have a level playing field," he said. "We're trading in Canada and we can compete with anyone if it's a level playing field and a market-based playing field. It's when policies override those things that we've got a big problem."

FINANCE
Scotiabank sells units
in Puerto Rico,
U.S. Virgin Islands

Bank nears
finish of its
global revamp

By Greg Zucconi

Toronto • Bank of Nova Scotia said Wednesday that it is selling its operations in Puerto Rico and the U.S. Virgin Islands and preparing to bring its campaign of unloading unwanted international assets to a close. Scotiabank announced it had reached an agreement to sell the businesses on the island to 35-year-old Oriental Bank, a subsidiary of San Juan, Puerto Rico-based quartered financial services company OFG Bancorp.

The deal is still subject to regulatory approvals and certain closing conditions, but Scotiabank projects it will ultimately take an after-tax net loss of between \$300 million to \$360 million on the transaction, most of which will be the carrying value of goodwill from its Puerto Rico operations.

Scotiabank, though, says the sale will improve its credit quality by reducing its gross and net impaired loans and boosting a measure of capital strength, its CET1 ratio, by approximately five basis points.

Scotiabank has raised or announced plans to sell 10 countries over the past four years, as it has aimed to "realign" around \$4 billion in

capital to grow its size and market share in "key markets," the release noted.

That strategy has seen the bank sell insurance and lending businesses in El Salvador, but also beef up its presence in preferred countries such as China and Peru.

As it has tried to streamline its international operations, Scotiabank has also backed up its wealth-management ambitions, acquiring Canadian firm Institutional Fraser and M&F Financial Management.

The bank has a long history in the U.S. Virgin Islands, where it has operated since 1963, and so even longer in Puerto Rico, where it has done business since 1970. Scotiabank even acquired failed lender B-C Premier Bank of Puerto Rico in 2010.

CONFIDENT
ORIENTAL
BANK... WILL
BE WELL-
POSITIONED.

but the island has fallen on hard times in the wake of a deadly hurricane in 2017.

With the latest deal, Scotiabank said it is essentially finished with reorganizing its operations abroad.

"With this transaction — and others which have previously been publicly announced — the repositioning of our international footprint will be substantially complete," the release said.

"Our sharper geographic focus allows us to drive sustainable earnings growth in these key markets, improve earnings quality and the customer experience while reducing risk."

"We are confident that Oriental Bank, with the support of a talented team, will be well-positioned to continue to grow the businesses and provide consistently to customers and employees in Puerto Rico and the USVI," said Ignacio (Nacho) Delcamp, the head of international banking and digital transformation at Scotiabank.



The energy industry isn't usually top of mind when it comes to innovation, yet the oilpatch accounts for 75% of the \$1.4 billion spent on clean technology each year. While there's a long way to go, Canadian energy companies are slowly getting greener and are becoming more efficient in the process.

Financial Post will take an in-depth look at the advancements that have made Canada a leader in clean tech and renewable energy, from the oilpatch in Alberta, to the waves of Nova Scotia, to the plains of Saskatchewan.

Don't miss the series beginning July 4 at financialpost.com/innovation



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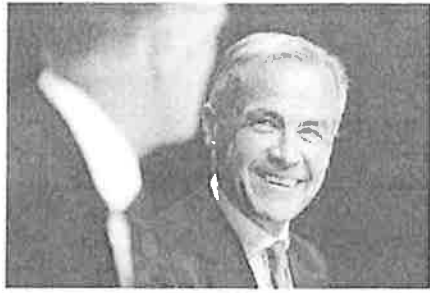
Invitation for Offers to Purchase Dental Supplies and Equipment
RSM

NP
Boom, bust, winners and losers; follow the oilpatch with Kavalish
Financial Post

RETAIL

2,000 BARRELS OF WHISKEY DESTROYED IN JIM BEAM BLAZE

A fire at a Jim Beam bourbon facility in Kentucky destroyed about 45,000 barrels, potentially causing hundreds of millions of dollars of lost spirits. The spirits that went up in flames were "relatively young whiskey," a spokesman for parent company Beam Suntory said in an email. "Given the age of the lost whiskey, this fire will not impact the availability of Jim Beam for consumers." The company did not specify a financial loss. Beam operates 126 warehouses in Kentucky that hold approximately 3.3 million barrels, meaning the loss represents about 1.4 per cent of its product in the state. Two warehouses caught fire late Tuesday, one of which was destroyed, according to Drew Chandler, the Woodford County Emergency Management Director. Damage to the second warehouse was contained in an external structure. *By Andrew*



FINANCE

Carney an early favourite to take reins at IMF

U.K. ODDSMAKER

Bank of England Governor Mark Carney is the favourite to replace Christine Lagarde as managing director of the International Monetary Fund, according to an online oddsmaker.

Carney, due to leave the job in January, is picked at 5 to 2 to take the IMF job, according to Betway. Lagarde was this week nominated as president of the European Central Bank, and is due to take up her role when Mario Draghi leaves on Oct. 31.

"Though he was born in Canada, Carney meets the criteria by holding an Irish passport and having British citizenship, while his expected departure from the Bank of England in January looks well timed," said Betway's chief analyst.

Former Reserve Bank of India governor Raghuram Rajan, also considered as one of the front-runners to replace Carney, is the second favourite at 9 to 2, while former U.K. Chancellor of the Exchequer George Osborne and ex-Federal Reserve Chief Janet Yellen are both seen as 15 to 1 outsiders.

stocks tumbled on Wednesday as investors piled into firms with big dividends on hopes Lagarde will maintain the ECB's dovish stance.

The blue chip euro zone STOXX index closed up 0.9 per cent having touched its highest level since mid-June last year, while the pan-European STOXX 600 was also up 0.9 per cent after hitting its highest since end-July last year.

across-lender policy which, echoed by the U.S. Federal Reserve, helped European markets recover in June from a sharp fall the month before.

"The main concern for markets had been an interruption of the return to accommodative policy Draghi has outlined for September, but a continuation and even expansion of easing is possible," when Lagarde assumes control in October," said David Zahn, head of European fixed income at Franklin Templeton.

"The appointment has reconfirmed the idea that the Euro will support the market over the short-to-mid term at least."

Some investors cautioned that Lagarde's appointment did not change their view that the region would continue to struggle with weak growth, continued tension between Rome and Brussels over budget deficits and worries about Brexit.

"While the IMF chief is considered a qualified candidate, that won't necessarily make Europe a more attractive place to invest over a tactical horizon," said Mark Hefele, chief investment officer at UBS Global Wealth Management.

By Andrew

Invitation for Offers to Purchase Dental Supplies and Equipment

RSM Canada (Canada), a fully owned subsidiary of RSM, is a leading provider of dental supplies and equipment. We are currently seeking qualified suppliers to provide dental supplies and equipment to our customers.

RSM

1000 Lakeshore Blvd. W., Suite 1000, Toronto, ON M8Z 1R9
 Tel: 416-492-2368
 Fax: 416-492-2369

Oldsmakers Have Made Bank of England Governor Mark Carney a Top Favourite to Succeed Christine Lagarde at the IMF.

LEGAL

For an excellent information call:
 (416) 598-7213 or 1-800-363-2417 ext. 211
 Fax: (416) 598-7242

OFFICE OF BANKRUPTCY & TRUST RESTRUCTURING (RSM)

IN THE MATTER OF THE BANKRUPTCY OF CANADA (PROVINCE OF ONTARIO) OF THE CITY OF MISSISSAUGA IN THE PROVINCE OF ONTARIO

RSC

1000 Lakeshore Blvd. W., Suite 1000, Toronto, ON M8Z 1R9
 Tel: 416-492-2368
 Fax: 416-492-2369

INNOVATION NATION ENERGY

Canada's oilpatch is getting greener. The oil sands sector is the single biggest spender in the country' on clean technology and a major funder of research and development in the nation.

Starting today, Financial Post will take an in-depth look at the advances that have made Canada a leader in clean tech and renewable energy, from the oilpatch in Alberta, to the waves of Nova Scotia, to the plains of Saskatchewan

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APPENDIX I

CONFIDENTIALITY AGREEMENT

AMAX HEALTH INC.

BETWEEN:

RSM Canada Limited

Solely in its capacity as the Court-Appointed Receiver of all assets, undertakings
and properties of Amax Health Inc. (the "**Debtor**")
and without personal or corporate liability

(hereinafter, the "**Receiver**")

- and -

(hereinafter, the "**Recipient**")

WHEREAS:

- A. Pursuant to an Order of the Ontario Superior Court of Justice (the "**Court**") dated June 4, 2019, (the "**Appointment Order**") RSM Canada Limited was appointed as receiver of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor (the "**Assets**").
- B. The Recipient has expressed an interest in acquiring (the "**Potential Transaction**") the Assets or the company.
- C. The Receiver intends to provide certain confidential information pertaining to the Debtor and the Assets to the Recipient for its review and consideration in connection with the Potential Transaction.

FOR GOOD AND VALUABLE consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Receiver shall furnish to the Recipient certain information pertaining to the Debtor and the Assets that is either non-public, confidential or proprietary in nature, including, but not limited to, asset listings and other financial and operating information. All such information furnished to the Recipient, its directors, officers, employees, agents or representatives, including, without limitation, its lawyers, accountants, consultants or financial advisers (collectively "**Representatives**") by the Receiver, and all analyses, compilations, data, studies, derivative works or other documents prepared by the Recipient or its Representatives containing or based upon, in whole or in part, any such furnished information is herein referred to as the "**Information**". Information includes, but is not limited to, information about identifiable individuals ("**Personal Information**").
2. The Information will be kept confidential by the Recipient and its Representatives and will not, without the prior written consent of the Receiver, be disclosed by the Recipient or its

Representatives, in any manner whatsoever, in whole or in part, and will not be used by the Recipient or its Representatives, directly or indirectly, for any purpose other than in connection with the Potential Transaction and not in any way that is, directly or indirectly, detrimental to the interests of the Receiver or the Debtor.

3. The Recipient acknowledges that the Receiver does not make any express or implied representation or warranty as to the accuracy, sufficiency or completeness of the Information and agrees that the Receiver shall not have any liability, direct or indirect, to the Recipient or its Representatives relating to or resulting from the Information or the use by the Recipient or its Representatives thereof, errors therein, or omissions therefrom, except in accordance with any specific representation or warranty made in any definitive agreement entered into in respect of the Potential Transaction.
4. The Recipient agrees to furnish the Information only to those Representatives who need to know the Information for the purpose of evaluating the Potential Transaction and who are informed by the Recipient of the confidential nature of the Information and who agree in writing to be bound by the terms of this Agreement. The Recipient further agrees to be responsible for any breach of this Agreement by any of its Representatives. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Information from disclosure to anyone other than as permitted hereby.
5. Without the prior written consent of the Receiver, the Recipient will not, and will direct its Representatives not to, disclose to any other person that the Information has been made available, that this Agreement has been entered into, that discussions or negotiations are taking place concerning the Potential Transaction, or any of the terms, conditions or other facts with respect to the Potential Transaction, unless and only to the extent that in the opinion of its counsel disclosure is required to be made under applicable laws or regulations or as required by any competent governmental, judicial or other authority, provided that the Recipient will advise the Receiver so the Receiver may seek a protective order or other appropriate remedy and, where reasonably practical, consult with the Receiver prior to such disclosure concerning the Information the Recipient proposes to disclose. The Recipient shall co-operate with the Receiver on a reasonable basis to obtain such protective order or other appropriate remedy.
6. The Recipient shall keep a record of each location of the Information and its Representatives to whom the Information is provided. If the Recipient determines not to enter into an offer to purchase the Assets (or if an offer to purchase the Assets is not concluded), the Recipient shall promptly (a) notify the Receiver of that decision, and (b) destroy all physical and electronic copies of the Information and all notes prepared by the Recipient or any of its Representatives, including electronic back-ups of the foregoing in a manner that ensures that such data may not be retrieved or undeleted. Without limiting the generality of the foregoing, the Recipient shall not retain for any longer than necessary, and shall destroy or make anonymous, any records pertaining to Personal Information in accordance with applicable law.
7. The Recipient shall store the Personal Information properly and securely and ensure that appropriate technical and organizational means are in place to protect the Personal Information against unauthorized or unlawful processing and against accidental loss, destruction or damage, including taking reasonable steps to ensure the reliability of any person permitted by the Recipient to have access to the Personal Information. The Recipient acknowledges that it and its Representatives are bound by all applicable privacy

legislation with respect to any "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act*) disclosed under this Agreement.

8. Save and except with respect to Personal Information, this Agreement shall be inoperative as to such portions of the Information which: (a) are or become generally available to the public other than as a result of the disclosure by the Recipient or its Representatives; (b) become available to the Recipient from a source other than the Receiver or its Representatives, provided that such source, so far as the Recipient is aware, is not bound by a confidentiality agreement with the Receiver or its Representatives or otherwise prohibited from transmitting the Information to the Recipient by a contractual or legal obligation; or (c) were known to the Recipient prior to disclosure to the Recipient by the Receiver.
9. The Recipient's right to receive information hereunder may be terminated by the Receiver at any time upon written notice to the Recipient whereupon the Recipient shall destroy, without any cost to the Receiver, the Information and all notes and writings in respect thereof, which the Recipient or its Representatives may have in their possession at that time.
10. The Recipient hereby agrees to indemnify the Receiver and the Debtor (or either one of them) against any damages, liability or expense (including legal fees and disbursements) caused to them, or their respective agents and arising from any breach by the Recipient of its obligations under the terms of this Agreement.
11. The Recipient acknowledges that it has not been introduced to the Assets through any agent or intermediary and agrees to work directly through the Receiver with respect to any purchase of the Assets.
12. The Recipient acknowledges that the Receiver is acting solely in its capacity as the Court-appointed receiver of all assets, undertakings and properties of the Debtor and without personal or corporate liability.
13. Neither the Recipient nor its Representatives will communicate directly with any of the Debtor's officers or employees of the Debtor in connection with a Potential Transaction or any other matter relating to the Information and will direct all communications regarding the Debtor to the Receiver.
14. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.
15. The Recipient acknowledges that disclosure of the Information or other breach of this Agreement would cause serious and irreparable damage and harm to the Debtor and that remedies at law would be inadequate to protect against breach of this Agreement, and each agrees in advance to the granting of injunctive relief in favour of the Receiver and/or the Debtor for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, in addition to any other remedy to which the Receiver and/or the Debtor would be entitled.
16. No amendment, supplement, modification or waiver or termination of this Agreement and,

unless otherwise specified, no consent or approval by either party, shall be binding unless executed in writing by the party to be bound thereby.

17. The confidentiality and non-use obligations described in this Agreement shall terminate two (2) years from the date of this Agreement.
18. This Agreement shall not be assigned without the prior consent of both the Receiver and the Recipient.
19. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable to agreements made to be performed within such province.
20. This Agreement may be signed by original, facsimile or email PDF in one or more counterparts and upon execution in counterparts by each party to this Agreement; such counterparts together will constitute an original of this Agreement, and execution and delivery by facsimile or email PDF will be legally binding upon the parties.

[remainder of page intentionally left blank]

DATED at _____ this ____ day of _____ 2019.

RSM Canada Limited in its capacity as Court-Appointed Receiver of Amax Health Inc., and not in its personal capacity

Per: _____

Name:

Title:

[NAME OF RECIPIENT]

Per: _____

Name:

Title:

APPENDIX J

**In the Matter of the Receivership of Amax Health Inc.
Receiver's Statement of Receipts and Disbursements
As at July 11, 2019**

Receipts		<u>Notes</u>
Collections - New Sales	\$ 468,624	
Collections - Accounts Receivable	546,966	1
Deposits in other banks at June 3, 2019	37,793	
Sale of machinery & equipment	-	
Funding from Secured Lender	50,000	
Total receipts	<u>\$ 1,103,383</u>	
Disbursements		
Critical Suppliers	\$ 1,986	
Payroll	87,741	
Payroll taxes/WSIB/WCB	16,660	
Payroll processing fees	77	
Temporary Workers	5,369	
Utilities	32	
Insurance	7,943	
Packaging & Freight	30,511	
Rent	42,702	
Repayment to secured lender	50,000	
Credit card processing fees	18,287	
Miscellaneous/travel/interest/other	11,222	
GST/HST/PST/QST paid	8,858	
Total Disbursements	<u>\$ 281,387</u>	
Excess receipts over disbursements	<u><u>\$ 821,996</u></u>	

Notes:

1. As set out in the Receiver's update, sales to customers have primarily been made on the basis that customers pay by credit card, prior to shipment of goods. Amax uses two credit card processors, namely Moneris and Global Payments, and online credit card sales made in Alberta are deposited into an account with Servus Credit Union ("Servus"). Set out below is a breakdown of amounts held by Moneris, Global Payments and Servus, which are included in the accounts receivable collections totaling \$546,966.

Servus Credit Union - Alberta credit card transactions	\$ 23,890	
Moneris - pending transfer to CIBC RSM	55,994	
Moneris - holdback (reserve)	114,088	(a)
Global Payments - pending transfer to CIBC-RSM	12,390	
	<u>\$ 206,362</u>	

(a) Moneris has advised that it will hold this amount for 120 days after the last transaction for the sale of inventory by the Receiver is processed.

APPENDIX K

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

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

-and-

AMAX HEALTH INC.

Respondent

**AFFIDAVIT OF ARIF N. DHANANI
(Sworn July 17, 2019)**

I, ARIF N. DHANANI, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

1. I am a Vice-President of RSM Canada Limited ("**RSM**"), the Court-appointed receiver in these proceedings (the "**Receiver**"). As such, I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.

2. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated June 4, 2019, the Receiver was appointed, without security, of all of the assets, undertakings and properties of Amax Health Inc. ("**Amax**") acquired for, or used in

relation to a business carried on by Amax, including all proceeds thereof (the "**Property**").

3. For the period commencing May 23, 2019 to June 30, 2019 (the "**Activity Period**"), the Receiver has been engaged in various activities in connection with the receivership proceeding and administration of the Property, in receivership. Particulars of the Receiver's conduct and activities during the Activity Period are contained in the Receiver's report dated July 17, 2019.

4. Attached hereto and marked as **Exhibit "A"** to this my affidavit is a copy of the interim invoice rendered by the Receiver in respect of the Activity Period. The invoice contains the fees (including details of the billing rates and total hours of each of the members of RSM who acted on behalf of the Receiver in these proceedings), disbursements and harmonized sales tax charged by RSM in these proceedings.

5. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the invoice in **Exhibit A** including the total billable hours charged, the total fees charged and the average hourly rate charged. The Receiver expended a total of 426.7 hours in connection with this matter during the Activity Period and total fees charged by RSM during this period were \$143,500.50 plus disbursements of \$0, plus HST of \$18,655.07 totaling \$162,155.57.

6. To the best of my knowledge, RSM's rates and disbursements are consistent with those in the market for these types of matters and the hourly billing rates charged by RSM are comparable to the rates charged by RSM for services rendered in similar proceedings. The Invoices are a fair and accurate description of the services provided and the amounts charged by RSM.

7. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on the 17th day of July 2019



Commissioner for Taking Affidavits
(or as may be)

}



ARIF N. DHANANI

Bryan Allen Tannenbaum, a Commissioner, etc.,
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 6, 2021.

EXHIBIT "A"
Detailed Invoice

This is Exhibit "A" to the Affidavit of
Arif N. Dhanani, sworn on July 17, 2019



A Commissioner for the taking of Affidavits, etc.

Bryan Allan Tannenbaum, a Commissioner, etc.,
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
 Licensed Insolvency Trustee
 11 King St W, Suite 700, Box 27
 Toronto, ON M5H 4C7

T +1 416 480 0160
 F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited
 Court-appointed Receiver of
 Amax Health Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

Date July 12, 2019

Client File 786-788-3

Invoice 1

No.

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver for the period ending June 30, 2019.

Date	Professional	Description
05/23/2019	Bryan Tannenbaum	Conference call with C. Robertson and B. Nichols re background of company and financial difficulties; conference call with C. Robertson, T. Robertson, B. Nichols and W. Rostom re proposed action plan; subsequent call with C. Robertson re P. Jagoon wanting to refinance.
05/24/2019	Arif Dhanani	Attend conference call with company, shareholders and B. Tannenbaum; review of information provided by company; draft information request listing and send same to B. Tannenbaum.
05/24/2019	Bryan Tannenbaum	Call with C. Robertson re call with management; conference call with P. Jagoon, C. Robertson, T. Robertson, re logistics to start assignment.
05/25/2019	Bryan Tannenbaum	Call from W. Rostom re engagement; various emails re same from C. Robertson; review/update engagement letter; call from C. Robertson re status; email to R. Borland to confirm meeting for tomorrow.
05/26/2019	Arif Dhanani	Attend with B. Tannenbaum at Amax Health Inc. to meet with T. Robertson, C. Robertson and R. Borland.
05/26/2019	Bryan Tannenbaum	Attend meeting in St. Catharines with C. Robertson, T. Robertson, R. Borland and A. Dhanani.
05/27/2019	Arif Dhanani	Attend at Amax Health Inc. to meet with P. Jagoon, S. Jagoon and R. Borland; conference video call with all parties and B. Tannenbaum; conference call with C. Robertson, T. Robertson, B. Nicholls and B. Tannenbaum; meet with P. Jagoon and S. Jagoon; call with B. Tannenbaum.
05/27/2019	Bryan Tannenbaum	Video call with P. Jagoon, R. Borland and A. Dhanani (at premises) re introduction to P. Jagoon, review status and background, etc.; call during break to B. Nicholls; conference call with C. Robertson, T. Robertson, B. Nichols, R. Borland, and A. Dhanani re status; conference call from C. Robertson and B. Nichols; conference call with C. Robertson, B. Nichols, W. Rostom, and D. Hewko re status/plan; call with A. Dhanani to discuss his meeting with P. Jagoon.

Date	Professional	Description
05/28/2019	Arif Dhanani	Discussion with B. Tannenbaum; conference call with B. Tannenbaum and W. Rostom of McMillan LLP ("McMillan"); call with shareholders, advisors and counsel; email to S. Jugoon with cash flow template and reiterate request for current vacation pay and HST liability amounts.
05/28/2019	Daniel Weisz	Attend conference call with company and counsel re status of the company.
05/28/2019	Arif Dhanani	Exchange emails with, and call with S. Jugoon re cash flow spreadsheet; set up Huddle workspace and send link to same to S. Jugoon and P. Jugoon; review various emails from C. Robertson, W. Rostom and B. Tannenbaum.
05/28/2019	Bryan Tannenbaum	Call from B. Nichols re C. Robertson call; emails from W. Rostom re status; meet with A. Dhanani to further discuss his meeting yesterday afternoon with P. Jugoon/ S. Jugoon; several calls with W. Rostom; conference call with W. Rostom, B. Nichols, D. Hewko, C. Robertson and RSM (D. Weisz, A. Dhanani and B. Tannenbaum) on how to proceed; call from W. Rostom re call with C. Adair; conference call with W. Rostom and C. Adair; email from C. Robertson re CIBC; email to CIBC special loans contacts; receipt and review of draft email from directors to P. Jugoon/S. Jugoon and comments made thereon.
05/29/2019	Arif Dhanani	Discussion with B. Tannenbaum; call with W. Rostom, D. Hewko; email to S. Jugoon re HST and vacation pay information; call with CIBC Special Loans; further call with W. Rostom; draft email to D. Hewko and send same to B. Tannenbaum for comments and release.
05/29/2019	Bryan Tannenbaum	Call from W. Rostom re resignation of C. Adair and two BC commission salesmen; discuss potential termination of all remaining employees and secure the premises, etc.; arrange meeting with CIBC; call from W. Rostom to discuss call with CIBC; emails to CIBC; call with P. Del Sordo and B. Tucci of CIBC; email to W. Rostom to reach out to the branch; conference call with W. Rostom, D. Hewko, B. Nichols re C. Robertson no longer responding to emails and calls, CIBC, plan going forward, etc.; follow-up call with B. Nichols; conference call with D. Hewko and B. Nichols re follow up; email to D. Hewko re information required.
05/30/2019	Daniel Weisz	Review e-mails re status; discussion with B. Tannenbaum re e-mail received from counsel; attend conference call re status of the company; attend conference call with B. Tucci, P. Del Sordo, W. Rostom and B. Tannenbaum.
05/30/2019	Arif Dhanani	Emails from/to B. Tannenbaum regarding email from D. Hewko and email from W. Rostom.
05/30/2019	Bryan Tannenbaum	Receipt and review of D. Hewko email re information for filing; responding to D. Hewko email; receipt and review of W. Rostom email; review of W. Rostom emails re CIBC and calls; conference call with W. Rostom, D. Hewko, B. Nichols, A. Dhanani regarding the plan; conference call with CIBC (P. Del Sordo/ B. Tucci) and W. Rostom re background; subsequent call with W. Rostom; various emails from D. Hewko in advance of the 8 pm conference call; attend 8 pm conference call with D. Hewko, B. Nichols, P. Jugoon, C. Adair and A. Dhanani.
05/31/2019	Arif Dhanani	Email to S. Jugoon and P. Jugoon requesting information on creditors, mailing addresses and amounts owed to them; review of email from W. Rostom and input available information from same; update meeting with J. Berger; discussion with B. Tannenbaum and D. Weisz re CIBC call.

Date	Professional	Description
05/31/2019	Bryan Tannenbaum	Email re cash preservation; call from B. Nichols (x2); conference call with CIBC (P. Del Sordo/ B. Tucci) and counsel re action plan.
05/31/2019	Daniel Weisz	Meet with B. Tannenbaum re status.
06/03/2019	Daniel Weisz	Review draft consent and receivership order and discussion with B. Tannenbaum on same; review draft affidavit and discussion with B. Tannenbaum on same; review receivership planning memo and provide comments to A. Dhanani; review draft task and termination letter and provide comments to A. Dhanani.
06/03/2019	Arif Dhanani	Attend at Amax Health Inc. with J. Berger; meet with P. Jugoan to discuss inventory and AR realizations; update calls with B. Tannenbaum; draft staff retention and realization memo and send to RSM team; call with R. Lim in Calgary re taking possession of Calgary warehouse.
06/03/2019	Jeff Berger	Attend at the St. Catharines office to meet with employees and review financial records.
06/03/2019	Ryan Lim	Call with A. Dhanani, prepare for receivership.
06/03/2019	Bryan Tannenbaum	Call W. Rostom re documents sent by bank; call with counsel re consent and timing, etc.
06/04/2019	Brenda Wong	Prepare website introduction; follow up re CIBC contact to set up an account; review receivership checklist for items to be addressed.
06/04/2019	Arif Dhanani	Respond to emails from D. Hewko; discussions with B. Tannenbaum; call with L. Jaggan re receivership and go forward planning; call with Calgary employees; emails to R. Lim with Court Order and direction re taking possession of warehouse; call with C. Adair re questions on trade creditors, employees and realization plan.
06/04/2019	Usama Emad	Review receivership checklist; assist with pre-appointment administrative matters (i.e. contact locksmiths, draft letters to banks re: freeze existing bank accounts, etc.); draft templates for Wage Earner Protection Program ("WEPP") letter to employees and related schedules.
06/04/2019	Ryan Lim	Attend at the Calgary warehouse facility to take possession.
06/04/2019	Bryan Tannenbaum	Review of C. Adair email re offer to assist liquidating inventory and cost of same; respond to C. Adair; various emails from counsel re Order obtained, etc.; email from B. Murray LLB. re creditor and respond to same.
06/05/2019	Arif Dhanani	Attend at Amax Health Inc., draft summary email to CIBC and send same; meet with St. Catharines employees and conference in Quebec and BC employees; respond to various questions from employees; call with F. Legare in Quebec re Court Order and landlord situation re rent arrears; meet with P. Jugoan; obtain insurance information from P. Jugoan and forward same to B. Wong to contact broker re continuity of insurance; update call with B. Tannenbaum.
06/05/2019	Brenda Wong	Review and make changes to the draft letter to freeze accounts and draft letter and forms for the WEPP mailing; emails and call from CIBC re setting up trust account for receivership, review email from CIBC and provide information requested; prepare draft letters to CRA to notify of receivership and request program accounts; email to HUB re obtaining quote for liability insurance; send letters to BMO and CIBC to freeze accounts, follow up re current insurance

Date	Professional	Description
		status, call and email to Arthur J. Gallagher insurance broker re continuation of insurance and changes to policy; send current policy to HUB for review.
06/05/2019	Usama Emad	Review comments from B. Wong on letters to the banks and finalize same; complete drafting WEPP letters and made changes following review; draft the Notice and Statement of Receiver.
06/05/2019	Jeff Berger	Draft information request re: financial records (payroll, HST, A/R, A/P, etc.); discuss same with L. Jaggan and J. Gordon; review of information provided by the debtor; meet with P. Jugoon to discuss operations and key employees; arrange for locks at the premises to be changed; arrange for the security system at the premises to be reprogrammed; attend to other administrative matters.
06/05/2019	Ryan Lim	Draft memo re taking possession of Calgary warehouse.
06/06/2019	Brenda Wong	Review payroll register; call and email to Deluxe (payroll service provider) to notify of receivership and request set-up of payroll account for Receiver; review banking records and emails with U. Emad re notifying Servus Credit Union and BMO of the receivership re Amax's accounts; discussions with staff re processing of credit card payments and banking; follow up with CIBC re setting up trust account for Receiver; populate term and task letters for remaining employees; email to insurance broker to confirm outstanding balance.
06/06/2019	Usama Emad	Finalize letters to banks (BMO, CIBC, Servus), letter to cancel credit cards, and letters to CRA; call credit card processing company and WSIB to notify of receivership; draft letters for utility companies; assist J. Berger with A/R collections analysis needed for the cash flow forecast.
06/06/2019	Jeff Berger	Meet with M. Baum re: collection of outstanding receivables; review of A/R and A/P listings; prepare 8-week cash flow projections; review of office lease and discussion with L. Jaggan re same.
06/06/2019	Arif Dhanani	Call with J. Berger and B. Wong re cash flow, payroll, contacting utility suppliers and CIBC account; email to L. Jaggan re payment of invoices to shipping companies; emails from/to B. Wong re insurance; call with K. McInnes re interest in purchase of certain Calgary inventory; call with employee re amounts owed and customer deposit received; email to D. Allery re interest in inventory and return of laptop; call with counsel re term and task letter; emails from/to J. Berger re potential purchaser; call with C. Adair re realization plan.
06/07/2019	Donna Nishimura	Deposit cheque at the bank.
06/07/2019	Jeff Berger	Finalize cash flow projections and discuss same with A. Dhanani; review of the debtor's books and records and discuss same with L. Jaggan and J. Gordon; meet with employees to discuss the realization plan, compensation, etc.
06/07/2019	Brenda Wong	Emails with M. Baum re cheques found in controller's office and new CIBC account for deposits; calls and emails with CIBC re new account to be set up and payroll to be processed; prepare Receiver's Certificate No. 1 and send to CIBC; review draft letter to cancel BMO Mastercards; calls and emails with Deluxe re next week's payroll and review information available on online payroll; call and email to Global Payments; review draft S 245 notice; follow up with broker re status of insurance; review draft update memo to CIBC.
06/07/2019	Arif Dhanani	Emails between RSM and CIBC re Receiver's Certificate No. 1; draft realization plan, review cash flow prepared by J. Berger and amend same,

Date	Professional	Description
		draft memo re roles and background of staff to be retained and send to CIBC for review; call with C. Hammel re submission of hours; call with Loomis and L. Jaggan; update call with B. Tannenbaum.
06/07/2019	Usama Emad	Send letter to BMO re cancellation of BMO credit cards; contact Moneris to inquire about process to change banking information; provided Moneris information for BC and Ontario stores to initiate the transfer of accounts to the Receiver; compile the creditors list for S.245 notice.
06/10/2019	Donna Nishimura	Input employee addresses for mailing of S.245 notice.
06/10/2019	Brenda Wong	Review and respond to employee emails; review employee liability worksheet and information to be calculated; emails with A. Dhanani re clarification on June 3 payroll; calculate payroll for June 14; discussion with U. Emad re calculation of payroll liability; call to Deluxe re processing of June 14 payroll and make updates to payroll processing; responding to employee emails re amounts owed.
06/10/2019	Arif Dhanani	Emails to/from B. Wong re payroll; emails to/from CIBC re realization plan and request comments thereon; print and distribute employee term and task letters and meet with employees to discuss questions thereon (calls with remote employees); emails to and from R. Lim in Calgary; discussions with J. Berger re realization plan; meet with L. Jaggan re Quebec lease.
06/10/2019	Usama Emad	Prepare creditors listing for the Receiver's S. 245 notice; update the supplementary mailing list; review the WEPP calculation file with B. Wong.
06/10/2019	Jeff Berger	Review of financial information provided by the Debtor and discuss same with A. Dhanani; establish a financial reporting framework for the Receivership and discussing same with accounting staff; respond to various inquiries from customers, suppliers and regulators.
06/10/2019	Ryan Lim	Attend at the Calgary warehouse facility to observe ongoing shipping and receiving activities and report to A. Dhanani.
06/11/2019	Brenda Wong	Review emails from CIBC re setting up signing authorities and discussions with CIBC re same; discussions with U. Emad re status of Moneris and Servus accounts, review Moneris form for redirection of receipts; emails with A. Dhanani re A/R receipts and mail redirection; draft letter to Canada Post re mail redirection; follow up with broker re status of insurance; review creditors list and updated S.245 report; numerous calls and emails with Deluxe re changes and set-up of payroll for this week's payroll; follow up with BMO re Receiver's request for information and transfer of funds held.
06/11/2019	Usama Emad	Follow-up with Servus Credit Union re process banking change with Moneris; complete the Moneris banking change forms and call with Moneris re signing authorities; update S. 245 notice and creditors list; continue work on WEPP calculation file; call with CMI, collection agent for trade creditor, regarding Collection Agency Notice for Amax Health Inc and notify of receivership.
06/11/2019	Arif Dhanani	Review correspondence on 'buy-get' promotions on private label brand products and respond thereto; call with customer with possible interest in significant amounts of inventory and possibility of taking over leases for premises; email to P. Jugoon with questions regarding end date and payment of vacation pay; call with D. Reay re sale of inventory lots and proposed process for same; email to C. Adair with questions regarding provision of cost of inventory to customers, review of leases and provision of information to U.

Date	Professional	Description
		Emad for S. 245 Notice re landlords; emails to/from D. Vinet re sign-off on term and task letter; email to J. Berger with sale package templates; respond to various questions from retained staff.
06/11/2019	Jeff Berger	Draft the Confidentiality Agreement to be provided to potential purchasers; calls and emails with various interested parties re purchase of assets or shares; call with RCAP Leasing Inc. re lease of trade show booth and review of lease; discussion with Service Canada re ROE's issued by the company; meet with employees to discuss the Receiver's intended realization plan; attending to various administrative matters.
06/12/2019	Brenda Wong	Call to Deluxe re closing of payroll, run final payroll reports, prepare wire transfer request and email to CIBC; download payroll reports; review/respond to employee and creditor emails; discussion with U. Emad re WEPP calculation; review WEPP worksheet and missing information; follow up with CIBC re processing of wire transfer; review cash receipt reports and emails to Amax staff re same.
06/12/2019	Arif Dhanani	Attend to receivership administration, including meeting with employees, providing direction to J. Berger, receiving and responding to calls from creditors and former employees, discussion with B. Tannenbaum, listing priority tasks with J. Berger.
06/12/2019	Jeff Berger	Discussion with J. Gordon re sales and collections reporting; review of reports provided by J. Gordon for the period June 11 -12, 2019; email to various interested parties to provide confidentiality agreement and inquire about information to be provided; prepare fixed asset listing for the St. Catharines location and arrange for same to be provided by employees in Quebec and Alberta.
06/12/2019	Usama Emad	Send finalized notice to WSIB regarding receivership; review vacation amounts owed to each employee per the May 31 Payroll register; provide calculations to B. Wong for review; update the creditors list for S. 245 notice; call Quebec and Calgary location contacts to request Fixed Asset listings.
06/13/2019	Donna Nishimura	Input creditors' addresses for mailing of S. 245 notice.
06/13/2019	Arif Dhanani	Review and respond to various emails, as appropriate; emails to/from 4 D Rubber; respond to various emails from L. Jaggan and D. Reay; calls with C. Adair to discuss various matters; review appointment order and whether the Receiver has the right to distribute to secured lenders, email to B. Tannenbaum re same; scan staff term and task letters; emails to/from and call with J. Berger re 30 day goods claim; emails to/from B. Wong re invoices to be paid; email to R. Borland re HST; respond to various parties regarding interest in purchasing inventory and office furniture.
06/13/2019	Jeff Berger	Calls with various suppliers, customers, and regulators; review of 30-day goods claim and discussion with A. Dhanani re same; review of sales and collections reports provided by J. Gordon and discussion with U. Emad re same.
06/13/2019	Usama Emad	Review daily and weekly A/R and sales tracking report templates and follow-up with J. Gordon; follow-up with BMO, Servus, CRA and Moneris on status of banking details, balances, CRA amounts owed and Moneris banking change status; assist with completing vendor addresses for creditors list for S. 245

Date	Professional	Description
		mailing; review and finalize S. 245 notice; discuss proposed sales process with J. Berger.
06/13/2019	Ryan Lim	Attend at the Calgary location to complete an inspection and take inventory of fixed assets.
06/14/2019	Usama Emad	Contact Moneris to confirm Alberta banking details and finalize change request; obtain bank statement from Servus; send email with instructions to Servus regarding bank draft to transfer funds to the receiver's trust account; contact BC Provincial Government re provincial sales tax; contact workers' compensation authorities for British Columbia and Alberta; review daily and weekly A/R and sales reports from J. Gordon.
06/14/2019	Anne Baptiste	Process receipts and prepare disbursement cheques.
06/14/2019	Anne Baptiste	Mailing of Notice and Statement of Receiver.
06/14/2019	Bryan Tannenbaum	Call and email from G. Posner re interest in acquiring inventory; discussion with A. Dhanani re status of file.
06/14/2019	Arif Dhanani	Review S. 245/246 Notice and provide comments thereon to B. Wong; complete cheque request for payment of Kelly Services invoice; emails from/to L. Jaggan and C. Adair re resignation of Calgary warehouse supervisor; emails from/to U. Emad re Servus; calls with D. Reay and C. Adair re Calgary; emails to/from D. Vinet re termination; discussions with B. Wong re WEPP; call with J. Berger re sale package.
06/14/2019	Brenda Wong	Prepare cheque requests for payment of June rent for Calgary and other bills; review and edit S. 245 notice and mailing list; prepare banking forms for adding signatories and Form RC159 to the CIBC account; emails and call with Global Payments re processing of credit card payments and set-off of May fees; complete and sign Moneris banking change form for Servus account; call from Loomis re outstanding information; respond to emails from Deluxe re setting up payroll account; resend faxes to CRA re receivership and request for new program accounts; fax S. 245 Notice to Official Receiver; review email correspondence.
06/14/2019	Donna Nishimura	Prepare to send out S. 245 notice; deposit cheque at the bank.
06/14/2019	Ryan Lim	Attend at the Calgary warehouse facility to observe picking, packing and shipping activities and speak with staff thereat.
06/16/2019	Usama Emad	Draft the receiver's Confidential Information Memorandum ("CIM") and discuss same with J. Berger.
06/17/2019	Arif Dhanani	Review of various emails from R. Lim, U. Emad re assets; respond to email from C. Adair re Calgary warehouse and meet with L. Jaggan re same; review and file various emails; communicate with Quebec office re landlord and terms of payment of sales contractor's arrears; call with C. Adair, L. Jaggan, J. Gordon and J. Berger re staffing in Calgary; call with B. Almasi re Calgary and request for proposal on same; discussion with J. Berger re receiver's priority tasks; emails to/from C. Adair re inventory and other asset lots to include in the CIM.
06/17/2019	Brenda Wong	Review emails re employee resignation and update payroll schedule accordingly; send paystub to D. Vinet; call from employee re May wages owed and send payroll info requested; respond to creditor email; discussion with U. Emad re WEPP calculation; send executed forms to CIBC for set-up of account; send PAD form to Deluxe and discussion with Deluxe re set-up of

Date	Professional	Description
		payroll account; email from Deluxe requesting the payroll be funded via wire transfer; review invoices for payment and prepare cheque requisitions; draft letter to BMO re signing authorities on Amax's accounts; respond to emails from employees re WEPP.
06/17/2019	Daniel Weisz	Review and sign documentation re payroll processing; review and sign cheques.
06/17/2019	Usama Emad	Obtain fixed asset listings from Calgary and Quebec and review same; correspond with Moneris re legal name changes and amalgamation; contact BMO re transfer of funds to Receiver and changing bank signing authority; meet with B. Wong re WEPP and revise calculations for employees; review of the draft cash flow monitoring report template for weekly tracking of Amax receipts and disbursements and discuss same with J. Berger.
06/17/2019	Jeff Berger	Review of fixed asset listing for the Calgary location; review of cash receipts and sales reporting template with U. Emad.
06/18/2019	Arif Dhanani	Review of emails re supplier PMSI and send email to counsel re same; emails to/from R. Borland; email to G. Posner re potential purchase of assets; follow up email to P. Jagoon re buying group contacts; emails to/from C. Adair re sale of inventory; set up call with R. Borland; emails and calls with M. Leavere; message for St. Catharines landlord; review of documentation sent by Pulpdent Corporation re repossession of inventory, forward same to J. Berger, review reply from J. Berger, respond to Pulpdent Corporation; arrange for tour of St. Catharines facility with potential purchaser; emails to/from B. Almasi; call with B. Wong and R. Borland; email to R. Lim re Amax Calgary; calls with J. Berger with instructions.
06/18/2019	Brenda Wong	Review email from supplier claiming PMSI; call with Deluxe to request ROE for terminated employee; emails and discussions with U. Emad re termination pay obligations, etc; email to M. Baum re daily deposits; call with A. Dhanani and B. Borland re company's HST filing status; review calculation of vacation pay and eligibility for WEPP.
06/18/2019	Donna Nishimura	Prepare deposit slip and deposit cheques at the bank.
06/18/2019	Daniel Weisz	Discussion with A. Dhanani re position on private label inventory and the supplier of same.
06/18/2019	Usama Emad	Complete the cash flow monitoring template for weekly tracking of Amax receipts and disbursements; report on actual sales and A/R collections for week 1; continue work on WEPP calculations, review all employee contracts to confirm termination terms for calculations; research various provincial standards re termination pay and severance, and discuss same with B. Wong; obtain online access to Moneris and draft memo to file re same; obtain Enbridge and Enmax utility account numbers from Amax and notify Enbridge of receivership; respond to various inquiries from former employees of Amax.
06/18/2019	Jeff Berger	Review of inventory listings for Ontario and Alberta and discuss same with L. Jaggan; call with vendor re product waiting to be delivered to Amax and the Receiver's proposed liquidation plan re same; review of sales and collection activity for the period June 4 - 14, 2019 and discuss same with U. Emad; review email from U. Emad re termination pay standards; respond to various employee inquiries re sales and collections roles, discounts available to

Date	Professional	Description
		customers, and other HR matters; review of 30-day goods claim and respond to same.
06/18/2019	Ryan Lim	Attend at the Calgary warehouse facility to observe ongoing activities and respond to questions from staff.
06/19/2019	Brenda Wong	Check payroll records and make changes to WEPP worksheet; call with counsel for 3M re their 30 day goods claim; call from employee re error on ROE and vacation pay owed; call from Deluxe re funding of payroll; review emails from R. Borland re company's sales taxes and audit; send fax to CRA auditor; call from employee re commission owed; review and make revisions to WEPP calculations; review employee contract; prepare cheque requisition for payment of June rent.
06/19/2019	Donna Nishimura	Prepare deposit slip and deposit cheques at the bank.
06/19/2019	Arif Dhanani	Review CIM, comment thereon and send same to J. Berger; call with J. Berger to discuss inventory lots and changes made to CIM; review letter to Enbridge Gas drafted by U. Emad, amend same, finalize and send to U. Emad; email to B. Almasi re retention terms and request call to discuss; call with B. Almasi; review of various invoices forwarded by L. Jaggan and complete cheque requests for same; call with Pulpdent Corporation.
06/19/2019	Usama Emad	Finalize WEPP termination pay calculation, submit to B. Wong for review; call with Moneris re questions from the bankruptcy department; discussion with Moneris re name on bank account for Alberta credit card processing and subsequent amalgamation and name change, discuss same with A. Dhanani; calls with former employees of Amax re employment matters such as ROEs and wages owed; draft letter to Enbridge and discuss same with A. Dhanani; contact Enmax in Alberta and draft letter to same, provide to J. Berger for review; respond to inquiries from creditors regarding S. 245 mailing; review of books and records located in the former controller's office and document same.
06/19/2019	Jeff Berger	Draft the CIM and compile relevant data to include in same; discussions with L. Jaggan, C. Adair, D. Reay and J. Gordon regarding the various inventory lots to be included in the CIM; review of 3M 30-day goods claim; review of HST and other government remittance accounts with J. Gordon; meet with prospective purchaser and provide a tour of the Amax warehouse facility.
06/19/2019	Bryan Tannenbaum	Discussion with A. Dhanani re Calgary staffing and using B. Almasi, CIM, reporting to CIBC, etc.
06/20/2019	Anne Baptiste	Process disbursement cheques and cash receipts, filing
06/20/2019	Daniel Weisz	Review and sign cheques.
06/20/2019	Donna Nishimura	Prepare deposit slips and deposit cheques at the bank; send out S. 245 notice to additional creditors.
06/20/2019	Usama Emad	Resolve issue with Moneris re legal name change of operation in Alberta; update the cash flow monitoring report as of June 19th and provide to J. Berger for review; respond to creditors calls and emails regarding inquiries related to the S. 245 Notice; review of 30 days goods claim from 3M, provide analysis and memo to J. Berger and A. Dhanani re same; follow-up with BMO re status of account changes; complete review of books and records in controller's office; complete analysis of customer list and historical sales data for inclusion in the CIM

Date	Professional	Description
06/20/2019	Arif Dhanani	Review of email from D. Allery and respond thereto; emails to/from A. Baptiste re payment of Quebec subcontractor invoices; email to C. Adair re evaluation of offer for purchase of inventory; review of email from C. Adair with Articles of Amendment for Amax Dental Supply Ltd. and forward Amendment Certificate to U. Emad; call with C. Adair re offer from potential purchaser of inventory; email from/to P. Jugoon re potential purchaser of inventory; review of communication to dental buying groups; email to/from D. Allery re purchase of inventory.
06/20/2019	Jeff Berger	Discussions with L. Jaggan and J. Gordon re inventory lots to be included in the CIM; draft the CIM; review of 30-day goods claim; review of cash receipts and sales for the period June 4 - 19, 2019.
06/21/2019	Daniel Weisz	Discussion with A. Dhanani re status of sales process; call with J. Berger re status of CIM; review teaser letter and discussion with J. Berger re same.
06/21/2019	Brenda Wong	Review employee contracts and update WEPP spreadsheet; respond to employee emails; call with J. Gordon re Amax sales and collection reports; email to BMO, Servus, Global Payments requesting statements; call with CIBC re setting up online access and confirmation of signing authorities for wire transfer; call from M. Baum re EFT confirmation; call and emails with Servus re online access and transfer of funds received after date of receivership; review draft letters to Enmax and Alectra Utilities; review cash flow template and update.
06/21/2019	Donna Nishimura	Prepare deposit slip and deposit cheques at the bank.
06/21/2019	Usama Emad	Respond to former employee inquiries re ROEs, wages owed and other matters; respond to former employee re customer complaints and how to address; emails and calls with various creditors re S. 245 notice questions and issues with amounts listed; request and obtain current statements from financial institutions, required for cash flow monitoring; summarize cash receipts, Send correspondence to Enbridge, Enmax, Bell and Alectra, follow-up by phone; call Telus to gain access to online account.
06/21/2019	Arif Dhanani	Emails among RSM group re Moneris, sales, tracking and reporting; call with potential purchaser of inventory; calls with J. Berger re teaser and CIM; email to real estate broker for St. Catharines landlord.
06/21/2019	Jeff Berger	Draft the teaser brochure and CIM; review of suggested inventory lots from management and discussion with L. Jaggan, C. Adair, and D. Reay re same; calls with various creditors re: S. 245 notice.
06/21/2019	Bryan Tannenbaum	Review of the teaser brochure and CIM, and provide comments on same.
06/21/2019	Ryan Lim	Attend at the Calgary warehouse facility to observe activities and report to A. Dhanani on same.
06/22/2019	Brenda Wong	Review and make revisions to WEPP worksheet, letter and forms.
06/22/2019	Ryan Lim	Email reporting re Calgary warehouse and various questions to A. Dhanani.
06/23/2019	Arif Dhanani	Review teaser and CIM and provide comments to J. Berger.
06/23/2019	Brenda Wong	Review sales and collection reports provided by Amax; review account statements for cash collections to date; review posting journal; update cash flow statement.
06/24/2019	Brenda Wong	Emails to J. Gordon and M. Baum re reconciliation of collections; email to BMO to request statements and re Burnaby accounts; email to M. Baum re

Date	Professional	Description
		posting of credit card transactions; email to U. Emad re obtaining access to Moneris online; post and calculate payroll for June 28 payroll; finalize WEPP mailing and review forms; updating cash flow; review the daily sales report; review Moneris transaction reports and update cash flow; review and file emails.
06/24/2019	Daniel Weisz	Review updated teaser and CIM and provide comments to J Berger; review and sign CIBC Request for Wire and InterBranch payment re payroll; review draft newspaper advertisement re request for offers.
06/24/2019	Arif Dhanani	Email to counsel re PMSI and varying order for periodic payments to CIBC; email to CIBC requesting security package; review of June 28, 2019 payroll; emails to/from L. Jaggan re Purolator; call with Purolator, draft letter and send same with copy of Appointment Order to Purolator; email to J. Berger re PriMED; review of email to U. Emad re telephone lines and internet, call with C. Adair in this regard, call with B. Almasi in this regard; review of final CIM and make amendments thereto, email to J. Berger in this regard.
06/24/2019	Donna Nishimura	Prepare and send out WEPP letters, Schedule A and Proof of Claim to former employees.
06/24/2019	Jeff Berger	Draft and review the sales documents (teaser brochure and CIM), discuss same with D. Weisz, A. Dhanani and U. Emad; calls with various creditors regarding the Receiver's S. 245 notice and the ability for unsecured creditors to file a proof of claim; draft newspaper ad and arrange for placement of same in the National Post.
06/24/2019	Usama Emad	Call with Moneris re effective date for banking changes, and request for statements; review the Moneris online portal and export transactions, format reports and send to B. Wong for the cash flow analysis; respond to creditors' inquires related to S. 245 notice; correspond with former employees regarding submission of claims; address customer complaint regarding incorrect quantity of inventory shipped; review of employment contracts per request of B. Wong; review of the services and lines offered by Telus and summarize same, emailed to A. Dhanani for review; send out the teaser brochure to prospective purchasers.
06/25/2019	Jeff Berger	Finalize CIM and discuss same with D. Weisz and A. Dhanani; discussion with counsel re supplier demand for inventory, sale of surplus inventory, etc.; discussion with counsel re terms and conditions in CIM.
06/25/2019	Brenda Wong	Send fax/email to CIBC to request wire transfer; review email from BMO re funds in Amax's accounts; finalize WEPP mailing to employees; follow up with Service Canada re WEPP question; letter to CRA re audit and call from CRA re same; respond to employee inquiries; call from CIBC re wire transfer; update the cash flow forecast; review Sage report re post June 13 sales and collections; review AB and QC PPSA reports; meet with A. Dhanani to review cash flow; email to Amax staff re new sales and collections.
06/25/2019	Daniel Weisz	Review updated CIM and provide comments to J Berger, including discussion with J. Berger relating to same; email to J. Berger re status of inventory re PriMED; review final version of CIM and discussion with J. Berger on same; review draft advertisement re sale of assets and discuss same with J. Berger; review counsel's comments on terms of sale and discussion with J. Berger re same.

Date	Professional	Description
06/25/2019	Donna Nishimura	Prepare deposit slip and deposit cheque at the bank; prepare and send WEPP letters to employees.
06/25/2019	Arif Dhanani	Review of email from counsel re CIBC security documents and forward same to Alloway & Associates; email to Tokuyama Dental America Inc. re invalid PMSI; emails to various Amax staff on inventory sales and accounts receivable collection issues; discussion with B. Wong re cash collections; discussion with J. Berger re 3M 30-day goods claim, sales package, and PriMED.
06/25/2019	Usama Emad	Respond to creditors' inquires related to S. 245 notice; review of Bell services and accounts, summarize same and forward to A. Dhanani; call with bankruptcy department at Enmax re closure of accounts and opening a new account for the Receiver; communicating with various potential purchasers regarding the sales process; administering the sales process by tracking confidentiality agreements, etc.; assist J. Berger with review of 3M 30 days goods claim.
06/25/2019	Ryan Lim	Attend at Calgary warehouse to observe activities and speak with staff.
06/26/2019	Brenda Wong	Call and emails with Deluxe re payroll funding; emails with CIBC re stop payment on Deluxe PAD; respond to emails from creditors, employees; review HST reporting from Amax and email to J. Berger re same; call and emails with Moncris re funds to be held back against chargebacks; call with M. Baum and J. Gordon re invoicing and payments; discussion with M. Baum re processing of credit card payments; prepare cheque requisitions for payment of July rent; review letter from BC Ministry of Finance and draft response; review daily sales report and update cash flow; review email from and discussion with insurance broker re status.
06/26/2019	Donna Nishimura	Prepare deposit slip and deposit cheques at the bank.
06/26/2019	Arif Dhanani	Emails to/from J. Berger re Cheeta brand inventory; emails from/to potential purchaser of inventory and other assets; review of newspaper ad proof and approve same; emails to/from and discussions with B. Wong re CIBC and reporting, Moneris, accounts receivable and sales; draft CIBC update report; review correspondence to Telus drafted by U. Emad, amend same and send final version to U. Emad; respond to D. Reay re information request from potential purchaser and requirement for signed confidentiality agreement; emails to/from another potential purchaser re sale of inventory; email to R. Lim to provide instructions re attendance on Tuesday, July 2, 2019 and expired inventory.
06/26/2019	Usama Emad	Call Telus to finalize accounts and services and draft letter to Telus re same; administer the sales process and communicate with various prospective purchasers; assist with review of 3M 30 days goods claim, provide update to A. Dhanani re same;
06/26/2019	Ryan Lim	Draft memo to file re previous day site visit
06/27/2019	Bryan Tannenbaum	Review, edit and provide comments on draft report to CIBC.
06/27/2019	Donna Nishimura	Prepare deposit slip and deposit cheques at the bank.
06/27/2019	Usama Emad	Respond to creditors' inquires related to S. 245 notice; administer the sales process and communicate with prospective purchasers re same; call service provider for Quebec office services; and left a message. call with Service Canada regarding various employee issues such as reason for dismissal on ROE, continue review of 3M 30 days goods claim; call with CRA collections

Date	Professional	Description
		officer regarding set up of trust examination, outstanding tax returns for Amax and other information; discuss same with B. Wong.
06/27/2019	Brenda Wong	Review draft report to CIBC; review and respond to employee inquiries; review email from insurance broker and policy documents and send response; email from and call with BMO re transfer of funds..
06/27/2019	Arif Dhanani	Review comments from B. Wong and B. Tannenbaum on report to CIBC; responding to emails from C. Adair, L. Jaggan, D. Reay on various matters including accounts receivable collection and inventory sales;
06/27/2019	Ryan Lim	Attend at the Calgary warehouse facility for an inspection and inventory count.
06/28/2019	Usama Emad	Respond to creditors' inquires related to S. 245 notice; administer the sales process and communicate with prospective purchasers re same; communicate with potential purchasers regarding sale of assets; call with J. Gordon and A. Dhanani regarding sales analysis; finalize 3M dispute notice support and draft response to 3M.
06/28/2019	Anne Baptiste	Processing of disbursement cheques and cash receipts.
06/28/2019	Brenda Wong	Set up online access to Global Payments website; review correspondence received and send invoices to L. Jaggan to review; review email from J. Zylstra confirming insurance coverage; review/respond to emails from J. Noel re her start date; call to Deluxe and email to P. Jugoon re 2018 payroll records; call with S. Jugoon and P. Jugoon re payroll records; call and email with Deluxe re access to 2018 payroll records; email to J. Gordon re commissions payable report and review payroll register for premiums paid; review revised draft report; review email from employee re WEPP claim and request support.
06/28/2019	Daniel Weisz	Review and sign cheques.
06/28/2019	Donna Nishimura	Prepare deposit slip and deposit cheques at the bank.
06/28/2019	Arif Dhanani	Emails from/to prospective purchaser re sale of inventory; review email from R. Lim and respond thereto; finalize CIBC report and send same to B. Tucci; call with L. Jaggan and U. Emad re 3M 30 day goods claim and provide direction on same, request for finalized analysis in order to respond on claim; emails from/to U. Emad re information requested by purchasers.
06/28/2019	Ryan Lim	Emails to A. Dhanani and review segregated expired inventory.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

July 10, 2019
 Invoice 1
 Page 14

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	30.1	\$ 550	16,555.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	12.0	\$ 525	6,300.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	126.4	\$ 395	49,928.00
Brenda Wong, CIRP, LIT	Senior Manager	69.8	\$ 395	27,571.00
Jeffrey K. Berger, CPA, CA	Manager	69.4	\$ 295	20,473.00
Ryan Lim, CPA, CA	Manager	11.9	\$ 295	3,510.50
Usama Emad, CPA	Senior Associate	95.0	\$ 195	18,525.00
Donna Nishimura	Estate Administrator	5.8	\$ 110	638.00
Anne Baptiste	Estate Administrator	6.3	\$ 110	693.00
Total hours and professional fees		426.7		\$143,500.50
HST @ 13%				18,655.07
Total payable				\$162,155.57

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726 0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt
 RSM Canada Limited

EXHIBIT "B"

**Calculation of Average Hourly Billing Rates of
RSM Canada Limited
for the period May 23, 2019 to June 28, 2019**

Invoice No.	Billing Period	Total Fees	Disbursements	HST	Hours	Average Hourly Rate	Total
1	May 23, 2019 to June 28, 2019	\$143,500.50	\$ -	\$18,655.07	426.70	\$ 336.30	\$162,155.57

This is Exhibit "B" to the Affidavit of Arif N. Dhanani, sworn on July 17, 2019



A Commissioner for the taking of Affidavits, etc.
Bryan Allan Tannenbaum, a Commissioner, etc.,
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.

APPENDIX L

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

AMAX HEALTH INC.

Respondent

AFFIDAVIT OF ZACHARY PRINGLE

I, Zachary Pringle, of the city of Toronto, Province of Ontario, MAKE OATH AND SAY:

1. I am a lawyer qualified to practice law in the Province of Ontario, and am an associate with the law firm of Scarfone Hawkins LLP, lawyers to RSM Canada Limited ("RSM") in its capacity as Court appointed receiver of Amax Health Inc. ("Amax") (the "**Receiver**"), and as such, I have knowledge of the matters to which I hereinafter depose.
2. Our firm was retained to act as counsel to the Receiver on or about June 5, 2019.
3. In connection with acting as counsel to the Receiver, a total of \$7,780.73 inclusive of disbursements and HST was charged by Scarfone Hawkins LLP for the period commencing June 5, 2019 to July 10, 2019, inclusive (the "**Activity Period**"). Attached as **Exhibit "A"** to this my affidavit is a true copy of Scarfone Hawkins LLP account dated July 11, 2019 (the "**Account**").
4. The Account is a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Scarfone Hawkins LLP. A copy of

the Account has been provided to the Receiver. I am advised by the Receiver that the Receiver has reviewed the Account and it considers the fees and disbursements fair and reasonable.

5. To the best of my knowledge the rates charged by Scarfone Hawkins LLP in connection with acting as counsel to the Receiver are comparable to the rates charged by other law firms in the Hamilton market for the provision of similar services.

6. The hourly billing rates set out in the account are in the normal hourly rates charged by Scarfone Hawkins LLP for services rendered in relation to similar proceedings.

7. Attached as **Exhibit "B"** is a schedule summarizing the Invoice including the total billable hours charged, the total fees charged and the average hourly rate charged. Our firm expended a total of 19.2 hours in connection with this matter for the Activity Period.

8. I make this affidavit solely in support of an order approving the fees and disbursements of counsel for the Receiver and for no improper purpose.

SWORN BEFORE ME at the
City of Hamilton, in the
Province of Ontario 18th day of
July, 2019



Commissioner for Taking Affidavits
(or as may be)

Michael Valente

}



ZACHARY PRINGLE

This is **Exhibit "A"** referred to in the Affidavit of
ZACHARY PRINGLE sworn June 18, 2019.



Commissioner for Taking Affidavits (or as may be)

RSM CANADA LIMITED
11 KING STREET WEST
SUITE 700, BOX 27
TORONTO, ONTARIO
M5C 4C7 CANADA

ARIF DHANANI, VICE PRESIDENT

INVOICE NUMBER:
151618
DATE:
July 10, 2019
OUR FILE NO.:
19L0200

Scarfone Hawkins LLP

IN ACCOUNT WITH

LAWYERS AND TRADE-MARK AGENTS
ONE JAMES STREET SOUTH
14TH FLOOR
P.O. BOX 926, DEPOT #1
HAMILTON, ONTARIO
L8N 3P9

TELEPHONE 905-523-1333
TELEFAX 905-523-5878

H.S.T. REGISTRATION NO. 873984314 RT - 0001

RE: AMAX HEALTH INC., RECEIVERSHIP

TO ALL PROFESSIONAL services rendered in connection with the above-noted matter to Jul 10/19

DATE	TIMEKEEPER	HOURS	DESCRIPTION
06 /05/19	MJV	0.10	Correspondence from and to RSM;
06 /05/19	MJV	0.20	Receipt and review of correspondence from Goldblatt; correspondence from and to RSM;
06 /05/19	MJV	0.20	Correspondence to Goldblatt Partners; telephone attendance with C. Godkewitsch;
06 /05/19	MJV	0.10	Correspondence to H. Williams;
06 /05/19	MJV	0.40	Receipt and review of draft employee retention letter; amending same; correspondence to receiver;
06 /06/19	MJV	0.30	Telephone attendance with A. Dhanani discussing amendments to employee letter;
06 /06/19	MJV	0.10	Correspondence to RSM;
06 /06/19	MJV	0.10	Telephone attendance with employee's counsel;
06 /06/19	MJV	0.20	Amending employee letter; reporting to RSM Canada;
06 /11/19	MJV	0.10	Emails from and to receiver;
06 /12/19	MJV	0.20	Receiving and reviewing Confidentiality Agreement; email to RSM;
06 /18/19	MJV	0.30	Receipt and review of Tokuyama Distribution Agreement Conducting Alberta PPSA search; correspondence from and to receiver;

Account payable upon receipt. In accordance with the Section 33 of the Solicitors Act, interest will be charged at the annual rate stated calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

06 /18/19	NA	2.26	<i>Review of Alberta Personal Property Security Acts and draft memo including relevant provisions dealing with the creation and enforcement of purchase money security interests;</i>
06 /19/19	NA	2.74	<i>Review of Alberta Personal Property Security Act; prepare memo enclosing provisions regarding the creation and enforcement of purchase money security interests;</i>
06 /19/19	NA	0.10	<i>Email to M. Valente sending memo regarding Personal Property Security Act provisions dealing with creation and enforcement of purchase money security interests;</i>
06 /24/19	MJV	0.10	<i>Receipt and review of letter to landlord; correspondence from and to client;</i>
06 /24/19	MJV	0.60	<i>Reviewing PMSI of Tokuyama and providing our opinion with respect to same;</i>
06 /25/19	MJV	0.60	<i>Receipt and review of PriMed Agreement and relevant emails; telephone attendance with your J. Berger;</i>
06 /25/19	MJV	0.30	<i>Considering and advising with respect to trade mark issues; receiving and reviewing trademark application;</i>
06 /25/19	MJV	1.40	<i>Receiving and reviewing terms and conditions of sale; revising same; correspondence from and to receiver regarding same;</i>
06 /25/19	MJV	0.30	<i>Emails from and to RSM Canada;</i>
06 /25/19	MJV	0.20	<i>Telephone attendance with J. Berger;</i>
06 /25/19	MJV	0.50	<i>Drafting correspondence to PriMed; reporting correspondence to RSM;</i>
06 /25/19	MJV	0.20	<i>Receiving and reviewing receiver's proposed changes; amending letter to PriMed;</i>
06 /25/19	KP	3.00	<i>Reviewing file and correspondence; research; discussion with MJV; reviewing Business Partner Agreement; reviewing CIM; revising correspondence to PriMed;</i>
06 /26/19	MJV	0.30	<i>Telephone attendance with W. Jollymore of PriMed;</i>
06 /26/19	MJV	0.10	<i>Emails to and from receiver;</i>
07 /02/19	MJV	0.10	<i>Correspondence to J. Berger;</i>
07 /03/19	MJV	0.10	<i>Emails from and to A. Dhanani;</i>
07 /03/19	MJV	0.20	<i>Email from and telephone attendance on M. Cloutier of Canada Post;</i>
07 /03/19	MJV	0.20	<i>Telephone attendance with A. Dhanani;</i>
07 /03/19	MJV	0.20	<i>Receipt and review of Alloway security opinion;</i>
07 /03/19	MJV	0.10	<i>Correspondence from RSM regarding landlord issues;</i>
07 /04/19	MJV	0.10	<i>Correspondence to Canada Post;</i>

07 /04/19	MJV	0.30	<i>Correspondence to PriMed; reporting correspondence to receiver;</i>
07 /04/19	MJV	0.20	<i>Receipt and review of correspondence to landlord; correspondence to receiver;</i>
07 /04/19	MJV	0.20	<i>Receipt and review of employee termination letter; emails from and to receiver; receipt and review of response from PriMed;</i>
07 /04/19	MJV	0.10	<i>Emails from and to receiver;</i>
07 /05/19	MJV	0.20	<i>Telephone attendance with J. Berger; email to PriMed;</i>
07 /05/19	MJV	0.20	<i>Correspondence from and to RSM and to PriMed;</i>
07 /08/19	MJV	0.20	<i>Emails from and to PriMed; emails from and to RSM;</i>
07 /08/19	MJV	0.90	<i>Telephone conferences with A. Dhanani and J. Berger; telephone conference with A. Dhanani, J. Berger, D. Welsh and W. Jollymore;</i>
07 /08/19	MJV	0.10	<i>Correspondence from receiver;</i>
07 /09/19	MJV	0.10	<i>Emails from and to the receiver;</i>
07 /10/19	MJV	0.10	<i>Receipt and review of correspondence from PriMed;</i>
07 /10/19	MJV	0.60	<i>Reviewing RCAP lease and providing you with our opinion with respect to same;</i>

TIMEKEEPER SUMMARY

Timekeeper	ID	Hours	Rate	Total
MICHAEL J. VALENTE	MJV	11.10	\$475.00	\$5,272.50
KAUSH PARAMESWARAN KP		3.00	\$275.00	\$825.00
NOAH ARESTA	NA	5.10	\$145.00	\$739.50
TOTAL FEES:				<u>\$6,837.00</u>

FEE	PLUS H.S.T.	DISBURSEMENTS	H.S.T EXEMPT	H.S.T NON-EXEMPT	PLUS H.S.T.	GRAND TOTAL
\$6,837.00	\$888.81					\$7,725.81
		PPSA SEARCH(ES)/REGISTRATION		\$48.60		\$48.60

Account payable upon receipt. In accordance with the Section 33 of the Solicitors Act, interest will be charged at the annual rate stated calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

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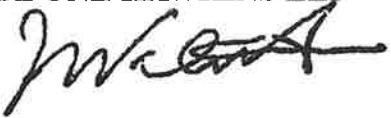
\$6,837.00	\$888.81	\$0.00	\$48.60	\$6.32	\$7,780.73
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BALANCE DUE TO THIS OFFICE: \$7,780.73
PREVIOUS AMOUNT OWING \$0.00
PREVIOUS PAYMENTS \$0.00
BALANCE DUE NOW \$7,780.73

THIS IS OUR ACCOUNT,

Per:

SCARFONE HAWKINS LLP



MICHAEL J. VALENTE

MJV / /
E & O.E.

Noelle Oconnell

TRUST STATEMENT

DATE	ITEM	DISBURSEMENTS	RECEIPTS
	TOTAL	<u>\$0.00</u>	<u>\$0.00</u>
	TRUST BALANCE		\$0.00

SCARFONE HAWKINS LLP

Per:



MICHAEL J. VALENTE

This is **Exhibit "B"** referred to in the Affidavit of
ZACHARY PRINGLE sworn June 18, 2019.



Commissioner for Taking Affidavits (or as may be)

EXHIBIT "B"

Fee Summary:

Professional	Level	Hours	Rate	Fees
Michael J. Valente	Partner	11.1	\$475.00	\$5,272.50
Kaush Parameswaran	Associate	3.0	\$275.00	\$825.00
N Noah Aresta	Student	5.10	\$145.00	\$739.50
Total Hours & professional Fees		19.2		\$6,837.00
HST @ 13.0%				\$ 888.81
TOTAL:				\$7,725.81

**CALCULATION OF AVERAGE HOURLY BILLING RATE OF
SCARFONE HAWKINS LLP**

Billing Period	Total Fees	HST	Hours	Average Hourly Rate
June 5/19 to July 10/19	\$6,837.00	\$888.81	19.2	\$402.38

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

-and- **AMAX HEALTH INC.**
Respondents

Court File No. 19-69485

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT HAMILTON

AFFIDAVIT OF ZACHARY PRINGLE

SCARFONE HAWKINS LLP

Barristers & Solicitors
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Hamilton, Ontario
L8N 3P9

Michael J. Valente (LSUC # 23925R)

mvalente@shlaw.ca

Tel: 905-523-1333

Fax: 905-523-5878

Lawyers for the receiver, RSM Canada Limited

RCP-E 4C (July 1, 2007)

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

-and- **AMAX HEALTH INC.**
Respondent

Court File No. 19-69485

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT HAMILTON

MOTION RECORD

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P.O. Box 926, Depot 1
Hamilton, Ontario
L8N 3P9

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mvalente@shlaw.ca
Tel: 905-523-1333
Fax: 905-523-5878

Lawyers for the Receiver, RSM Canada Limited
RCP-E 4C (May 1, 2016)