Affidavit #1 of Leah Jonak
sworn 03/Nov/2023

No. S-237444
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

ALIREY CORP.

PETITIONER

AND

2716725 ONTARIO INC., 10111132 MANITOBA LTD. (DBA MEDNOW MB), MEDNOW CLINIC SERVICES INC., MEDNOW INC., MEDNOW EAST INC., MEDNOW MEDICAL INC., MEDNOW ONTARIO LIMITED, MEDNOW PHARMACY AB LTD., MEDNOW OPERATIONS INC., MEDNOW PHARMACY INC., MEDNOW PHARMACY MB LTD., MEDNOW PHARMACY SERVICES INC., MEDNOW TECHNOLOGY INC., MEDNOW VIRTUAL CARE LTD.

RESPONDENTS

I, LEAH JONAK, Paralegal, of 400 – 570 Granville Street, Vancouver, British Columbia, **SWEAR THAT**:

1. I am employed by Burns Fitzpatrick LLP, solicitors for petitioner and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based on information and belief and where so stated I verily believe the same to be true.

2. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of the affidavit #1 of Ali Reyhany-Bozorg which exceeds five pages and the original of which will be provided by Mr. Reyhany-Bozorg for filing in British Columbia.

3. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a true copy of the affidavit #1 of John McKimm.

4. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a true copy of a cash flow.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 2 /Nov/2023	))))))))	
A Commissioner for Taking Affidavits for the Province of British Columbia		LEAH JONAK

DENNIS K. FITZPATRICK
Barrister & Solicitor
400 - 570 GRANVILLE STREET
VANCOUVER, B.C. V6C 3P1
(604) 602-5000 FAX: (604) 685-2104

This is Exhibit "A" referred to in the Affidavit of [illegible] sworn before me at Vancouver, B.C. this 8 day of NOVEMBER, 2023

A Commissioner for taking Affidavits for British Columbia

Affidavit #1 of Amir Ali Reyhany-Bozorg
Sworn November ___, 2023

No. ____________
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

ALIREY CORP.

PETITIONER

AND

2716725 ONTARIO INC., 10111132 MANITOBA LTD. (DBA MEDNOW MB), MEDNOW CLINIC SERVICES INC., MEDNOW INC., MEDNOW EAST INC., MEDNOW MEDICAL INC., MEDNOW ONTARIO LIMITED, MEDNOW PHARMACY AB LTD., MEDNOW OPERATIONS INC., MEDNOW PHARMACY INC., MEDNOW PHARMACY MB LTD., MEDNOW PHARMACY SERVICES INC., MEDNOW TECHNOLOGY INC., MEDNOW VIRTUAL CARE LTD.

RESPONDENTS

AFFIDAVIT

I, **AMIR ALI REYHANY-BOZORG**, of 18 Gracedale Drive Richmond Hill, ON L4C 0Y3, SWEAR THAT:

1. I am a registered pharmacist in the province of Ontario and British Columbia and the director of the petitioner herein and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based on information and belief and where so stated I verily believe the same to be true.

2. I have read Part II of the petition concerning the business and the facts and matters set out in those provisions are within my own knowledge true.

3. We ask the court to abridge time periods for the filing of this material in this case. To do so will permit the Mednow Group to continue to provide uninterrupted medical and pharmaceutical services both online and in person. None of the respondent debtors have

the capacity to repay or refinance the debt outside a court supervised enforcement process. The business requires funding. Delay will potentially harm the business.

4. Attached hereto and marked as **Exhibit "A"** to this my affidavit is a true copy of the corporate organizational chart for Mednow Inc and its 19 affiliates and subsidiaries (collectively the "Mednow Group").

5. There are no other secured creditors with a security interest in all present and after acquired personal property ("ALPAAP") of the respondent members of the Mednow Group. There are two assets which have PPSA registrations which are a Jeep Wrangler Delivery Vehicle located in Ontario and automation packaging equipment located in Manitoba,

6. To the best of my information and belief, Mednow Group has paid wages to date to existing employees all of the respondents' obligations to CRA for source deductions. Workers Compensation, GST/HST and Provincial taxes have been reported and paid to the last reporting periods. There are several known severance claims by employees against Mednow Inc or its subsidiaries namely: Karim Nassar, Winsome Dewar, Jennifer Brenner, Sonia Gould, Angela Mastrengelo and Elizabeth Martin.

Recent History

7. On or about the 9th day of March, 2021 Mednow Inc commenced trading on the TSX Venture Exchange under the symbol MNOW. Insiders control approximately 58.7% of the shares and 41.3% is widely held. The Mednow Group used the proceeds of its public offering to develop its online business and its several bricks and mortar stores.

8. In spring of 2022, it was evident that the company would at some point in the immediate future need to raise more money and the company embarked on a company-led process. Approximately 5-7 industry strategic pharmacy partners were solicited for investment into the Mednow business, but the process yielded no capital investment

9. Attached hereto and marked as **Exhibit "B"** to this my affidavit is a true copy of a press release dated November 7, 2022.

10. In late 2022, the Mednow Group went to the public for operating financing. It offered convertible debentures but received no material subscriptions. My company, Alirey Corp. agreed to provide funding.

11. In January of 2023 the company engaged a major accounting firm to assist in capitalizing the company with private debt lenders. The major accounting firm prepared a teaser and approached multiple lenders in Canada in order to secure the company financing and was unsuccessful in receiving any offers.

12. In January of 2023, the company also engaged a major and well-known Toronto based investment bank to seek both an investment and/or an en bloc sale of all the assets marketed to other industry strategic investors and high net worth individuals and family offices. No capital was raised.

13. On April 24, 2023, the company announced public financing by way of prospectus supplement. The company closed this financing on May 9th with proceeds of approximately $536,262. Subsequent to that the company also received $585,000 equity financing by way of private placement from Amir Ali Reyhany Bozorg.

14. By early December 2022, while we had expression of interest for non-material amounts, there was no substantial interest for subscribers for the debenture issue. As of December 2022, I agreed to acquire $1,000,000 of convertible debentures. Attached hereto and marked as **Exhibit "C"** to this my affidavit is a true copy of Form B Notice of Private Placement.

15. By February 2023, there were no further material subscribers and because the Mednow Group needed financing, I agreed to increase my subscription to $1,800,000.

16. Attached hereto and marked as **Exhibit "D"** to this my affidavit is a true copy of an approval dated February 16, 2023.

17. Attached hereto and marked as **Exhibit "E"** to this my affidavit is a true copy of a resolution of directors completed February 8, 2023.

18. Attached hereto and marked as **Exhibit "F"** to this my affidavit is a true copy of the debenture.

19. Pursuant to the convertible debenture, Alirey Corp. received 13 general security agreements from the members of the Mednow Group. Attached hereto and marked as **Exhibit "G"** to this my affidavit is a true copy of the general security agreement ("GSA") from Mednow Inc. Each member of the Mednow Group issued an equivalent general security agreement.

20. Attached hereto and marked as **Exhibit "H"** to this my affidavit is a true copy of a guarantee from Mednow Pharmacy Inc. Each of the members of the Mednow Group issued a general security agreement collateral to the guarantee in the same form. Attached hereto and marked as **Exhibit "I"** to this my affidavit is a true copy of a list of subsidiaries who issued guarantees and collateral general security agreements.

21. All of the guarantees and general security agreements exceed five pages in length and pdf files containing the same are available for inspection (on reasonable notice) at Burns Fitzpatrick LLP. I hold the originals.

22. No other lender was prepared to advance any material capital under the debenture and Alirey Corp. advanced $1,800,000 for the use of the Mednow Group on or about February 8, 2023.

23. By August 2023, the company was again in need of financial support and on in August of 2023, Alirey Corp. advanced a further $400,000 on the security of a convertible debenture in the form of the February 8, 2023 issue with a series of guarantees and general security agreements in substantially the same form. A debenture in the same form as the February 8, 2023 debenture was issued, supported by Guarantees and new GSA's and registration, accordingly.

24. Similarly, by October 23, 2023, further funds were advanced such that the total owed to Alirey Corp. is now $3,256,650. The Mednow Group requires periodic advances to continue operating. Mednow Inc. cannot repay its secured debt.

25. Attached hereto and marked as **Exhibit "J"** to this my affidavit is a true copy of the demand letter issued to Mednow Inc. on November 1, 2023 as borrower and to each member of the Mednow Group as guarantor. Each debt obligation is secured by GSA. The total is due owing and payable now, without adjustment. An acknowledgment of receipt is attached as part of Exhibit "J".

26. Attached hereto and marked as **Exhibit "K"** to this my affidavit are true copies of PPSA searches for British Columbia, Ontario and Quebec.

27. Attached hereto and marked as **Exhibit "L"** to this my affidavit are true copies of the general security agreement from Mednow Inc. dated August 2023.

28. Attached hereto and marked as **Exhibit "M"** to this my affidavit is a true copy of the subscription agreement dated January 28, 2023.

Causes for Insolvency

29. When the company issued its initial public offering, it had quarterly revenues of less than $120,000k and pre-development technology. After its IPO and the financing in paragraph 38 of the petition, Mednow Inc. undertook a high-growth strategy including acquisitions, multiple sales channels, various business lines and Canada wide geographies including the establishment of both technology and brick mortar assets. It had exponential revenue growth recording a quarterly revenue of $12,800,000 as of April 30, 2023 for all of the 17 subsidiaries.

30. Since then both: (i) the shift in the macroeconomic conditions for venture companies funding prospects; and (ii) the high costs associated with Mednow growth goals, made it difficult for Mednow to secure capital. There were multiple failed attempts to raise adequate capital both publicly and by way of private placement. Some of Mednow's

underperforming subsidiaries failed which caused the company to wind down operating assets and drastically reduce costs. The remaining members of the Mednow Group will continue the development of its organic virtual pharmacy business which had launched its new proprietary version of its technology in march of 2022.

31. Annualized monthly revenue for the Virtual pharmacy revenue grew 720% from January 2021 to January 2023, from $500,000 to $4.1 million on an annualised basis. User growth has been strong with Mednow app registrations at 17,000 and pharmacy patients of 8,000 as of May 2023 (up approximately 700% from 1,000 pharmacy patients in January 2022).

Operating Results

32. The most recent quarterly report was filed in 30 April 2023 which demonstrates an overall shareholder deficit and a net operating loss but increasing sales and gross revenues. Revenue was at approximately $12.80 million per quarter in the current fiscal year. Since, London Pharmacare Inc., Infusicare Canada Inc. and Liver Care Canada Inc. have commenced liquidation, in separate proceedings, the annual sales number is reduced to approximately $5 million.

33. Liver Care Canada Inc. and London Pharmacare Inc. (together, "Liver Care") were focused on treatment of liver disease. During 2022, despite sales of in excess of $21 million in gross receipts, Liver Care's business suffered from increased cash burn, which resulted in breach by London Pharmacare Inc. of certain financial covenants under their credit facilities. Mednow intended to shut them down as part of ongoing efforts to reduce cost. Their product lines were not performing. In May 2023, London Pharmacare Inc.'s lenders enforced their security and London Pharmacare Inc. became bankrupt. The company is investigating the circumstances under which the bank froze the accounts and rendered the business non-functional.

34. Infusicare Canada Inc. is a specialty pharmacy offering biologic drugs through organic development. Its senior lender issued a demand. Subsequent to a failed sale process, the business shut down.

35. I am concerned based on exposure to the market during the last 18 months that in the absence of a formal restructuring, there will not be further offers for the remaining assets.

36. Attached hereto and marked as **Exhibit "N"** to this my affidavit is a true copy of all licences for locations for British Columbia and Ontario. The licence previously for 629 Eastern Avenue was moved to 1640 Bloor Street. The Quebec licence is in the name of the franchisee.

37. There are approximately 20 direct or indirect employees of the Group.

Suppliers

38. Currently, the operating entitles source prescription and over the counter drugs through McKesson Canada and each entitle separates an account on credit terms essential to the continuation of business. It is necessary to the continued operation of the Mednow Group that the credit terms be observed.

39. Attached hereto and marked as **Exhibit "O"** to this my affidavit is a true copy of the consolidated financial statements published for the Mednow Group as at the quarter end April 30, 2023.

40. Attached hereto and marked as **Exhibit "P"** to this my affidavit is a true copy of a statement of claim from Gilead.

SWORN BEFORE ME at Toronto, Ontario on November 2, 2023.

A commissioner for taking affidavits for Ontario

Kevin Refah
40 King Street West
Suite 5800
Toronto, ON
M5H 3S1

AMIR ALI REYHANY-BOZORG

This is Exhibit "B" referred to in the Affidavit of Leah Jonak sworn before me at Vancouver, B.C. this 3 day of NOVEMBER, 2023

A Commissioner for taking Affidavits for British Columbia

Affidavit #1 of John McKimm
Sworn November 3, 2023

No. ______________
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

ALIREY CORP.

PETITIONER

AND

2716725 ONTARIO INC., 10111132 MANITOBA LTD. (DBA MEDNOW MB), MEDNOW CLINIC SERVICES INC., MEDNOW INC., MEDNOW EAST INC., MEDNOW MEDICAL INC., MEDNOW ONTARIO LIMITED, MEDNOW PHARMACY AB LTD., MEDNOW OPERATIONS INC., MEDNOW PHARMACY INC., MEDNOW PHARMACY MB LTD., MEDNOW PHARMACY SERVICES INC., MEDNOW TECHNOLOGY INC., MEDNOW VIRTUAL CARE LTD.

RESPONDENTS

AFFIDAVIT

I, **John McKimm** of the City of Toronto, in the Province of Ontario, SWEAR THAT:

1. I am a director of 1000699590 Ontario Inc. (the "**Interim Lender**") and as such have personal knowledge of the facts and matters hereinafter deposed to save and except where the same are stated to be based on information and belief and where so stated I verily believe the same to be true.

2. Attached hereto and marked as **Exhibit "A"** to this my affidavit is a true copy of a term sheet for a proposed loan by the Interim Lender to the Receiver (Ernst & Young) acting as receiver of Mednow Inc, and its subsidiaries. I was advised that there was another lender which was interested in lending (at an escalating interest rate) but which (lender) chose not to lend during due diligence. I was provided with their term sheet. Then, my company offered to commit to advance funds at a non escalating

rate which is 2% lower than the other lender and for a commitment fee which is $25,000 less. That offer has been accepted by the petitioner subject to approval by the Receiver and the Court

3. We are advised to enter into a PPSA agreement and we would accept the form which Mednow Inc. provided to the petitioner.

4. Our interest in the Mednow Group extends to both financing and purchasing and as such we would include the petitioner in those proposals.

SWORN BEFORE ME remotely at Toronto, Ontario on November 3, 2023.	)
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	)
A commissioner for taking affidavits for Ontario Gregory H. Harris Harris + Harris LLP	) **JOHN McKIMM**
	)
	)

This is **Exhibit "A"**
to the Affidavit of
John McKimm,
sworn the 3rd day of November,
2023.

Commissioner for Taking Affidavits
Gregory H. Harris
Harris + Harris LLP

November 3, 2023

RECEIVER'S FACILITY and LOAN AGREEMENT
Draft Term Sheet

1. **BORROWER:** Ernst & Young Receiver of Mednow Inc. ("**Mednow**" or the "**Borrower**")

2. **INTERIM LENDER:** 1000699590 Ontario Inc. ("**Interim Lender**").

3. **GUARANTORS:** Monies advanced by Interim Lender will be guaranteed by the subsidiaries of Mednow, being 2716725 Ontario Inc., 10111132 Manitoba Ltd. (DBA Mednow MB), Mednow Clinic Services Inc., Mednow Inc., Mednow East Inc., Mednow Medical Inc., Mednow Ontario Limited, Mednow Pharmacy AB Ltd., Mednow Operations Inc., Mednow Pharmacy Inc., Mednow Pharmacy MB Ltd., Mednow Pharmacy Services Inc., Mednow Technology Inc. and Mednow Virtual Care Ltd. (collectively, the "**Guarantors**" and individually, a "**Guarantor**").

4. **RECEIVER'S FACILITY AND ADVANCES:** A senior secured, super priority, non-revolving, multiple-advance interim credit facility up to an aggregate maximum principal amount of $1 million (the "**Receiver's Facility**"). The aggregate outstanding amount under the Receiver's Facility includes all unrepaid advances, and all unpaid interest, expenses and fees accumulated thereon.

   An initial advance of $300,000, and thereafter each minimum advance ("**Advance'**) shall be $100,000, all at the written request of the Receiver.

   Each Advance shall be funded by the Interim Lender, within five (5) business days of the date on which the Borrower delivers to the Interim Lender an advance request certificate in respect of the Advance (an "**Advance Request Certificate**").

5. **PURPOSE AND PERMITTED PAYMENTS:** The Borrower shall use proceeds of the Receivers Facility solely for the following purposes:

   (a) to fund the Borrower's ordinary course operating expenditures during its restructuring efforts (both before and during the Receivership), including without limitation: (i) professional fees and the cost of SEB's managed IT services; (ii) insurance premiums; (iii) employee wages; (iv) items as described in the cash flow filed in court for Mednow (the "**Cash Flow Projections**"); and (v) and such other costs and expenses of the Borrower as the Interim Lender may agree in advance and in writing;

   (b) to pay the interest, fees, expenses (including legal fees and disbursements of counsel to the Interim Lender which the Interim

Lender shall be entitled, but not obligated, to deduct from any Advance) and other amounts owing to the Interim Lender under this Term Sheet; and

(c) to pay the reasonable and documented legal and financial advisory fees and expenses of the Borrower and their counsel and the Receiver and its counsel.

For greater certainty, the Borrower and the Guarantors may not use the proceeds of the Receiver's Facility to pay any pre-filing obligations of the Borrower or the Guarantors without the prior written consent of the Interim Lender; it being agreed by the Interim Lender that such consent is not required for the Borrower or Guarantors to pay any amounts owing by the Borrower or Guarantors to the extent specifically identified in the Cash Flow Projections or the initial court order. No proceeds may be used for any other purposes except with the prior written approval of the Interim Lender.

6. **ADVANCE CONDITIONS:**

The Interim Lender's agreement to advance any Advance to the Borrower is subject to the satisfaction, a of each of the following conditions precedent (collectively, the "**Advance Conditions**"), each of which is for the benefit of the Interim Lender and may be waived by the Interim Lender in its sole and absolute discretion:

(a) The Borrower and each of the Guarantors shall have executed and delivered this Term Sheet and such other documents as the Interim Lender may reasonably request (including, but not limited to, officer's certificates, acknowledgements, representation certificates, undertakings, receipts and updated Cash Flow Projections).

(b) The following shall have occurred:

(i) The Receiver shall be appointed in accordance with an order of the court (**the "Appointment Order" or "AO")** as may be amended

(ii) The security of the Interim Lender shall be registered in priority to the Borrower's existing security interests and the Interim Lender shall have obtained subordination or other comparable documents from other secured creditors of the Borrower or the Guarantors (not limited to the Petitioner of the Receiver) as the Interim Lender deems necessary;

(iii) The Court shall have granted an Order, in form and substance acceptable to the Interim Lender, which shall approve the Receiver's Facility and the issuance of receiver's certificates which order will grant a super-priority charge over all of the Borrower's real and personal property in favour of the Interim Lender (the "**Receiver's Charge**") in the amount of at least $2 million, subordinate only to the Administration Charge (as defined in the AO or any Amended or Restated Appointment order "**ARAO**").

(iv) The Receiver shall have issued and delivered a certificate in the form of Schedule "A".

(c) In respect of any Advance that would cause the aggregate outstanding amount under the Receiver's Facility to exceed $1 million the Court shall have issued an order, or amended the AO, in the form of an ARAO in form and substance acceptable to the Interim Lender.

(d) The AO and ARAO if applicable, shall not have been stayed, vacated or otherwise amended, restated or modified in respect of any amendment, relating to the Receiver's Facility or any other matter that affects the Interim Lender, without the written consent of the Interim Lender in its sole and absolute discretion.

(e) No Event of Default shall have occurred and be continuing.

(f) Following the commencement of the Receivership proceedings, the Receiver shall have consented to the requested Advance.

(g) The Borrower shall have delivered an Advance Request Certificate in respect of such Advance.

(h) The Interim Lender shall have been provided with any documents or information reasonably requested for its due diligence purposes.

7. **RECEIVER'S FACILITY SECURITY:** All Advances shall be secured by:

(a) a security interest (including by way of a general security agreement in the form of the general security agreement annexed hereto as Schedule "B", which shall be deemed executed by the Borrower and each Guarantor on delivery of the Receiver's Certificate to the Interim Lender by the Receiver); and the Interim Lender shall be entitled to register such security interest(s) created in the property of the Borrower and the Guarantors in such locations and in such offices as the Interim Lender deems fit over all of the Borrower's and each Guarantor's real and personal property in favour of the Interim Lender in priority to the interests of other lenders, such security and subordination documents to be in a form acceptable to the Interim Lender in its sole and unfettered discretion;

(b) following the commencement of the Receivership proceedings, the Receiver's Charge.

8. **COVENANTS:** The Borrower and each Guarantor covenants and agrees with the Interim Lender, so long as any amounts are outstanding to the Interim Lender hereunder, to:

(a) pay all sums of money when due hereunder;

(b) not request, obtain or consent to a variation of the AO, ARAO or other Court order if such variation may be prejudicial to the Interim Lender, without the prior written consent of the Interim Lender, such consent not to be unreasonably withheld or delayed;

(c) make all reasonable efforts to provide the Interim Lender with at least three business days' notice of all Court filings to be made by it, together with copies of, and an opportunity to comment on, all related Court materials;

(d) provide the Interim Lender with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default, a breach of any covenant or other term or condition of this Term Sheet, or of any document given in connection therewith;

(e) use the proceeds of the Receiver's Facility solely for the purposes provided for herein;

(f) keep and maintain books of account and other accounting records in accordance with generally accepted accounting principles;

(g) upon reasonable notice, permit the Interim Lender or its representatives, at any time and from time to time with such frequency as the Interim Lender, in its sole discretion, may require, but in all cases in a manner which (i) will not interfere with the Borrower's business activities or the ability of the board of directors, management and employees to carry out their respective responsibilities; and (ii) is in compliance with all applicable laws and COVID-19 protocols, to visit and inspect the Borrower's premises, properties and assets and to examine and obtain copies of the Borrower's records and other information, and discuss the Borrower's affairs with the auditors, counsel and other professional advisors of the Borrower, all at the reasonable expense of the Borrower;

(h) except as with the consent of the Interim Lender, carry on the business of the Borrower in the normal course, consistent with past practice and orders of the Court made in the Receivership proceedings;

(i) not incur any material expense without the prior written consent of the Interim Lender, such consent not to be unreasonably withheld or delayed;

(j) to pay or make provision for payment of all Priority Claims due and payable from and after the commencement of the Receivership proceedings and provide evidence to the Interim Lender as required in the sole and absolute discretion of the Interim Lender;

(k) keep the Borrower's assets fully insured against such perils and in such manner as would be customarily insured by companies owning similar assets, naming the Interim Lender as first loss payee and to ensure all assets secured by the Receiver's Certificates are in existence and in the possession and control of the Borrower;

(l) provide the Interim Lender (either directly or through the Receiver) any additional financial and other information as the Interim Lender may reasonably request;

(m) unless otherwise agreed by the Interim Lender, maintain all material contracts and licences required to operate their business; and

(n) provide the Interim Lender (either directly or through the Receiver) any financial or other information about the Borrower or their business and assets that the Interim Lender may reasonably request.

For the purposes of this Term Sheet, "**Priority Claims**" means the aggregate of any amounts accrued or payable by any Borrower which under any law rank, or are capable of ranking, prior to or *pari passu* with the Receiver's Charge or otherwise in priority to any claim by the Interim Lender for payment of any amounts owing under this Agreement, including: (i) wages, salaries, commissions or other remuneration, (ii) vacation pay, (iii) pension plan contributions, (iv) amounts required to be withheld from payments to employees or other persons for federal and provincial income taxes, employee Canadian Pension Plan contributions and employee Employment Insurance premiums, additional amounts payable on account of employer Canada Pension Plan contributions and employer Employment Insurance premiums; (v) harmonized sales tax; (vi) provincial sales or other consumption taxes; (vii) Workers' Compensation Board and Workplace Safety and Insurance Board premiums or similar premiums; (viii) real property taxes; (ix) amounts payable for repair, storage, transportation or construction or other services which may give rise to a possessory or registerable lien; (x) claims which suppliers could assert pursuant to Section 81.1 or Section 81.2 of the *Bankruptcy and Insolvency Act*; (xi) claims made against the Borrower under the *Wage Earner Protection Program Act*; and (xii) amounts secured by the Administration Charge (as defined in the Initial Order).

9. **EVENTS OF DEFAULT:**

Each of the following events constitutes an event of default (each an "**Event of Default**"):

(a) the Borrower or any Guarantor fails to pay when due any principal, interest, fees or other amounts payable under this Agreement;

(b) the Borrower or any Guarantor breaches any covenant (other than a payment default), term, condition or other provision of this Agreement, or any other document delivered to the Interim Lender in respect thereof, and such default continues unremedied for a period of the earlier of: (i) three days from the date of notice of such breach or (ii) the date when the Court determines there has been a continuing breach;

(c) if the Initial Order, Comeback Order or any other Court order is stayed, set aside or varied in a manner adverse to the Interim Lender's interest, without the consent of the Interim Lender, in its sole discretion, or any other order of the Court in the Receivership proceedings is made, which is prejudicial to the Interim Lender's interests;

(d) the stay of proceedings granted pursuant to the Initial Order is terminated or lifted in whole or in part without the consent of the Interim Lender;

(e) the Borrower fails to observe the terms of the Initial Order, Comeback Order or any subsequent Court orders;

(f) the Receivership proceedings are terminated;

(g) any default or failure by the Borrower or any Guarantor to make any payment of any Priority Claims due and payable from and after the commencement of the Receivership proceedings; or

(h) the Borrower or any of its subsidiaries become bankrupt;

then, in such event, the Interim Lender may, by written notice to the Borrower and the Receiver, declare all monies outstanding under the Receiver's Facility to be immediately due and payable, terminate the Receiver's Facility and, subject to Court approval, upon seeking an Order of the Court on not less than five days' notice, enforce, without further notice, demand or delay, all of its rights and remedies against the Borrower and their properties, assets and undertakings including, without limitation, the enforcement of the Receiver's Charge, including applying to the Court for the appointment of a trustee in bankruptcy of the Borrower.

Notwithstanding anything herein to the contrary, on and after the occurrence of an Event of Default, at the discretion of the Interim Lender, the Borrower shall not be entitled to any further Advances under this Receiver's Facility. Any Advance made by the Interim Lender after the occurrence of an Event of Default shall not oblige the Interim Lender to make further Advances thereafter.

10. **REPAYMENT:** The Receiver's Facility may be repaid at any time, but no later than March 31, 2024.

The Receiver's Facility (including, for the avoidance of doubt, all interest and fees accumulated thereon) shall be repaid on the earlier of: (i) the completion of a sale of the assets or the shares of the Borrower; (ii) the receipt by the Borrower or any Guarantor (or person on behalf of the Borrower or any Guarantor) of any insurance or condemnation proceeds; or (iii) the termination of the Receivership proceedings by order of the Court (the earliest of such dates being the "**Maturity Date**").

The Interim Lender and the Borrower and Guarantors may negotiate terms under which the Lender may participate in the purchase of assets of the

Borrower and the Guarantors, including, but not limited to, by tendering its Advances as payment of the whole or partial purchase price.

11. **INTEREST RATE:** Interest shall be charged on the aggregate outstanding amount of the Receiver's Facility that has been advanced to the Borrower from the date of the funding thereof at a rate equal to Bank of Montreal Prime Rate + 8% per annum, compounded monthly, which interest shall accrue and be payable on the Maturity Date. Overdue amounts of principal, interest and any fees or other amounts payable under the Receiver's Facility shall bear interest at 3% per annum above the rate of interest per annum applicable on Advances under the Receiver's Facility from the date that such amount is due until the date such amount is paid. All such interest shall be calculated daily and due on demand.

12. **INTERIM LENDER EXPENSES AND FEES:** The Borrower shall reimburse the Interim Lender for all reasonable legal expenses to draft, execute and enforce this Agreement. In addition, the Borrower shall pay a $20,000 fee to the Interim Lender, which shall be earned by the Interim Lender on the date of the first Advance, and payable by the Borrower on the Maturity Date.

13. **JOINT AND SEVERAL LIABILITY:** The Borrower and the Guarantors shall be jointly and severally liable for all obligations under the Agreement, including without limitation the obligation to repay all amounts owing hereunder.

14. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ____________________

AMOUNT $____________________

1. THIS IS TO CERTIFY that Ernst & Young Inc., the Receiver and Manager] (the "**Receiver**") of all of the assets, undertakings and properties of 2716725 ONTARIO INC., 10111132 MANITOBA LTD. (DBA MEDNOW MB), MEDNOW CLINIC SERVICES INC., MEDNOW INC., MEDNOW EAST INC., MEDNOW MEDICAL INC., MEDNOW ONTARIO LIMITED, MEDNOW PHARMACY AB LTD., MEDNOW OPERATIONS INC., MEDNOW PHARMACY INC., MEDNOW PHARMACY MB LTD., MEDNOW PHARMACY SERVICES INC., MEDNOW TECHNOLOGY INC., MEDNOW VIRTUAL CARE LTD. 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 Supreme Court of British Columbia (the "**Court**") dated the 3rd day of November, 2023 (the "**Order**") made in SCBC Action No. __________ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $__________, being part of the total principal sum of $__________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of __________ 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 the Property in respect of its remuneration and expenses. The lender shall be deemed to have the security, the protections, the covenants and the obligations of a lender in accordance with the form of GSA attached to the affidavit #1 of Ali Reyhany-Bozorg in these proceedings at Exhibit "L".

SCHEDULE "B"

GENERAL SECURITY AGREEMENT

This GENERAL SECURITY AGREEMENT dated as of February 8, 2023 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), is made by **Mednow Inc.** (the "**Debtor**"), in favour of **Alirey Corp.** (the "**Secured Party**") in consideration of the Secured Party advancing credit to the Debtor pursuant to and on the terms sets out in the convertible debenture dated on or about the date hereof and issued by the Debtor to the Secured Party (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Convertible Debenture**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor.

1. **Grant of Security Interest.** As security for the payment and performance of the Secured Obligations (as defined below), the Debtor hereby grants, assigns, transfers, sets over, mortgages, charges and pledges to the Secured Party, and hereby creates a general and continuing security interest in favour of the Secured Party in and to all of the Debtor's right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(a) all present and after-acquired property, assets and undertaking of the Debtor of every kind and nature whatsoever, including all Accounts, Goods (including Inventory, and Equipment, but excluding Consumer Goods), Intangibles, Licences, Intellectual Property (defined below), Chattel Paper, Documents of Title, Instruments, Crops, Securities, Securities Accounts and all other Investment Property, Money, and any other contract rights or rights to the payment of money;

(b) all Proceeds and products of each of the foregoing, including any and all Proceeds of any insurance, indemnity, compensation for loss or damage, warranty or guarantee payable to the Debtor from time to time with respect to any of the foregoing;

(c) all books and records relating to the foregoing, including in any form or medium;

(d) all supporting obligations relating the foregoing; and

(e) all additions, accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing.

The last day of the term of any lease, verbal or written, or any agreement to lease, now held or hereafter acquired by the Debtor is hereby excepted out of the security interests hereby created, but should the Secured Party need to enforce against the Collateral, the Debtor shall hold the last date in trust for the Secured Party and shall assign it to any person acquiring the term or that part of the term that is charged in the course of any enforcement or realization of the Collateral.

For greater certainty, (i) a security interest is taken in all of the Debtor's present and after- acquired personal property; and (ii) the Collateral does not include any Consumer Goods.

2. **Attachment of Security Interest.** The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the

time for attachment of any security interest in this Agreement. The Debtor acknowledges that any security interest in this Agreement shall attach to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Debtor acquires rights in such after-acquired Collateral.

3. **Limitation on Grant of Security Interest.**

(a) To the extent the grant of the security interest in respect of any contract, permit, lease, licence, instrument, document or other agreement entered into by the Debtor would result in the breach or termination of or cause a default under such contract, permit, lease, licence, instrument, or other agreement (each an "**Excluded Asset**"), each such Excluded Asset shall not be subject to the security interest created hereby while such restriction applies but shall be held in trust by the Debtor in favour of the Secured Party, but only for so long as such prohibition or requirement for consent is not terminated, rendered unenforceable or otherwise deemed ineffective by the *Personal Property Security Act* (British Columbia) ("**PPSA**") or any other applicable law; provided however that Excluded Assets shall not include any Proceeds, products, substitutions or replacements of any Excluded Asset (unless such Proceeds, products, substitutions, or replacements would themselves otherwise constitute Excluded Assets) and provided further that if any Excluded Asset would have otherwise constituted Collateral, when such asset shall cease to be an Excluded Asset, such asset shall be deemed at all times from and after the date hereof to constitute Collateral subject to the security interest created hereby. The Debtor will use all commercially reasonable efforts to obtain the consent of each other party to any and all Excluded Assets to the assignment of such Excluded Assets to the Secured Party in accordance with this Agreement.

(b) The security interest with respect to trademarks constitutes a security interest in, and a charge, hypothecation and pledge of, such Collateral in favour of the Secured Party, but does not constitute an assignment of such Collateral to the Secured Party.

4. **Secured Obligations.** The Collateral secures the payment and performance of all present and future obligations of the Debtor to the Secured Party from time to time arising under the Convertible Debenture, this Agreement, and any other agreement, guarantee, document or instrument entered into in connection therewith or contemplated thereby (the "**Secured Obligations**").

5. **Intellectual Property**. The Debtor hereby further authorizes the Secured Party to file with the Canadian Intellectual Property Office this Agreement and other documents for the purpose of recording, perfecting, confirming, continuing, enforcing or protecting the security interests in all Intellectual Property granted by the Debtor hereunder. For the purposes of this Section, Intellectual Property means any intellectual or intangible property and proprietary rights (whether owned or licensed) including, without limitation, trademarks, trademark applications and registrations, service marks, trade styles, trade names, patents, patent applications and registrations, copyrights, copyright registrations and applications, works of authorship, industrial designs, industrial design applications and registrations, integrated circuit topographies, know-how and processes, trade secrets, inventions, formulas, processes, mask works, other business or technical confidential or proprietary information, software and computer hardware programs and systems, source codes, object codes, databases and documentation related to the foregoing, all domain names, internet addresses, internet sites and social media including all related accounts, names and content and other proprietary information, and all rights to sue at law or in equity for any past, present, or future infringement, violation, misuse, misappropriation

or other impairment thereof, whether arising under the laws of Canada, the laws of any Canadian province or territory or foreign laws or otherwise, including the right to receive injunctive relief and all proceeds and damages therefrom.

6. **Investment Property.** Unless an Event of Default (as defined in the Convertible Debenture) shall have occurred and be continuing, the Debtor may, to the extent the Debtor has such right as a holder of the Collateral consisting of Investment Property, other securities, shares, interests, units, trust units, partnership, members or other equity interests, participations or other equivalents of shares in a corporation or equivalent ownership interests in a person (collectively, "**Equity Interests**") or indebtedness owed by any obligor, vote and give consents, ratifications and waivers with respect thereto. The Debtor may, unless a Default or an Event of Default shall have occurred and be continuing, receive and retain all dividends and other distributions with respect to the Collateral consisting of securities, other Equity Interests or indebtedness owed by any obligor.

7. **Power of Attorney.** The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or employee of the Secured Party as the Debtor's true and lawful attorney, with full power of substitution and with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time, during the continuance of an Event of Default, in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Debtor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, to transfer, endorse, negotiate and sign on behalf of the Debtor any of the Equity Interests, to complete the blanks in any transfers of shares, bonds or debentures, any power of attorney or other documents delivered to it, to provide instructions or entitlement orders to any securities intermediary which maintains any securities account in which any Collateral is maintained, and to delegate its powers and for any delegate to sub-delegate the same (but the Secured Party shall not be obligated to and shall have no liability to the Debtor or any third party for failure to do so or take any action). Such appointment, being coupled with an interest, shall be irrevocable until the full and final discharge of the security interests created by this Agreement. The Debtor hereby ratifies all acts that such attorneys shall lawfully do or cause to be done by virtue hereof.

8. **Receivables.** After an Event of Default has occurred and is continuing, the Secured Party may, or at the request and option of the Secured Party, the Debtor shall: (i) notify account debtors of the Secured Party's security interests in any account, chattel paper, intangible, instrument or other Collateral; and (ii) direct that payment thereof is to be made directly to the Secured Party.

9. **Secured Party May Perform.** If the Debtor fails to perform any obligation contained in this Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the costs and expenses of the Secured Party incurred in connection therewith shall be payable by the Debtor; provided that the Secured Party shall not be required to perform or discharge any obligation of the Debtor and the performance by the Secured Party shall not waive the rights of the Secured Party to enforce this Agreement.

10. **Set-Off.** Upon the occurrence of an Event of Default, the Secured Party may, without notice to the Debtor or any other person, any notice being expressly waived, set-off and apply all amounts standing to or for the credit of the Debtor from the Secured Party or any of the

Secured Party's affiliates, in any currency, against and on account of all or any part of the Secured Obligations, as the Secured Party may see fit (in its sole discretion), whether or not the Secured Obligations are due and payable. The Secured Party's records are proof of such recording absent manifest error. When applying a deposit or other obligation in a different currency than the Secured Obligations to the Secured Obligations, the Secured Party will convert the deposit or other obligation to the currency of the Secured Obligations using the rate of exchange for the conversion of such currency as determined by the Secured Party.

11. **Remedies.** Upon the occurrence of an Event of Default that is continuing, the Secured Party may, by providing written notice, terminate any further advances and declare any or all of the Secured Obligations to be immediately due and payable and the Secured Party may proceed to realize upon the Collateral and immediately enforce its rights and remedies, including the following:

(a) the Secured Party may assert all rights and remedies of a secured party under the PPSA or other applicable law;

(b) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral or its value;

(c) the Secured Party can take possession of the Collateral by requiring the Debtor to assemble and deliver the Collateral, or make the Collateral available, to the Secured Party at a place and time designated by the Secured Party;

(d) the Secured Party may take possession of the Collateral by carrying on all or any part of the business of the Debtor and may, to the exclusion of all others, including the Debtor, enter upon, occupy and use any of the land and premises, buildings, plants and undertakings owned, occupied or used by the Debtor and may use any of the tools, machinery, equipment, intangibles (including Intellectual Property) of the Debtor for such time as the Secured Party sees fit, free of charge and without liability, in order to carry on the business of the Debtor or to manufacture or complete the manufacture of Inventory and to pack and ship finished products; and the Secured Party will not be liable to any Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on their part thereof as determined by a final non-appealable judgment of a court of competent jurisdiction) or in respect of any rent, charges, depreciation or damages in connection with such actions;

(e) the Secured Party may borrow money required for the maintenance, preservation or protection of the Collateral, or to carry on the business, and may further charge the Collateral in priority to the security constituted by this Agreement;

(f) the Secured Party may exercise and enforce all rights and remedies of the Debtor with respect to the Collateral, including collecting or compromising all or any of the Debtor's Accounts;

(g) the Secured Party may sell, lease, license, or otherwise dispose of all or any part of the Collateral by private sale or public sale or otherwise, and upon such other terms and conditions as the Secured Party may deem commercially reasonable;

(h) the Secured Party may appoint, by instrument in writing, any person or persons (whether an officer or employee of the Secured Party or not) to be a receiver, manager, interim receiver, or receiver and manager (collectively, "**Receiver**"), of the Collateral or any part of the Collateral and remove or replace any person so appointed. Any Receiver so appointed shall (i) have, in addition to any other powers afforded by the law, the same powers and authorities afforded to the Secured Party under this Agreement; (ii) act as agent for the Debtor and not the Secured Party, and the Secured Party shall not in any way be responsible for any of the actions of the Receiver, its employees, agents and contractors; and (iii) be removed at the discretion of the Secured Party and a replacement appointed by the Secured Party;

(i) the Secured Party may apply to a court of competent jurisdiction for the appointment of a Receiver of the Collateral or any part of the Collateral. Any Receiver so appointed shall (i) have, in addition to any other powers afforded by the law, the same powers and authorities afforded to the Secured Party under this Agreement; (ii) act as agent for the Debtor and not the Secured Party, and the Secured Party shall not in any way be responsible for any of the actions of the Receiver, its employees, agents and contractors; and (iii) be removed at the discretion of the Secured Party and a replacement appointed by the Secured Party;

(j) all rights of the Debtor to: (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 6; (ii) receive the dividends and other distributions that it would otherwise be entitled to receive and retain pursuant to Section 6, shall immediately cease, and all such rights shall thereupon become vested in the Secured Party, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral; and (iii) the Secured Party may require that the Debtor have any Equity Interests registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Equity Interests may at any time have; and

(k) the Secured Party may retain the Collateral in satisfaction of the Secured Obligations.

The Secured Party shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

12. **Distribution of Proceeds.** Any cash held by the Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable legal and Receivers' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as the Secured Party shall elect, in its sole discretion. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus. The Debtor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the

Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any solicitor employed by the Secured Party to collect such deficiency.

13. **Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the respective meanings assigned to such terms in the Convertible Debenture. Unless otherwise defined herein or in the Convertible Debenture, terms used herein that are defined in the PPSA shall have the meanings assigned to them in the PPSA or the regulations made under the PPSA.

14. **Acknowledgement and Waiver.** The Debtor acknowledges receipt of a fully executed copy of this Agreement. To the extent permitted by law, the Debtor hereby waives its right to receive a copy of any financing statement, financing change statement or verification or confirmation statement registered or received by or on behalf of the Secured Party in connection with the Secured Party's interest in the Collateral.

15. **No Waiver and Cumulative Remedies.** The Secured Party shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

16. **Amendments.** None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Debtor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Debtor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

17. **Notices.** All notices and other communication provided for hereunder (each, a "**Notice**") shall be in writing and be delivered by personal delivery, nationally recognized courier, certified or registered mail, facsimile or email of a PDF document, or via email, to the addresses of parties set forth herein or such other address that may be designated by the receiving party from time to time in accordance with this Section. Notices shall be deemed to have been given (a) when received (if delivered by personal delivery, nationally recognized courier, certified or registered mail); (b) when sent (if delivered by facsimile or email), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the recipient; (c) upon receipt by the sender of an acknowledgment from the recipient, such as by the return receipt requested function, return email or other written acknowledgment (if delivered by email of a PDF document), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the recipient.

18. **Continuing Security Interest; Assignment.** This Agreement creates a general and continuing security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Debtor, its successors and permitted assigns, and (c) enure to the benefit of the Secured Party and its successors, transferees and assigns; provided that the Debtor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party. The Secured Party may only assign or transfer any of its rights under this Agreement to any assignee of its rights under the Convertible Debenture.

19. **Amalgamation.** The Debtor acknowledges that, if it amalgamates with another person, the term Debtor, when used in this Agreement, shall apply to each of the amalgamating

corporations and to the amalgamated corporation, such that the security interests created hereby shall extend to the Collateral in which any amalgamating corporation has any rights at the time of the amalgamation and to any Collateral in which the amalgamated corporation thereafter has any rights to secure the Secured Obligations of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of the amalgamation and any Secured Obligations of the amalgamated corporation to the Secured Party thereafter arising.

20. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable in that province and the parties irrevocably attorn to the non-exclusive jurisdiction of the courts of British Columbia.

21. **Counterparts and Electronic Transmission.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The word "executed" and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada) and other similar federal or provincial laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada or its *Uniform Electronic Evidence Act*, as the case may be.

22. **Conflict with Convertible Debenture.** To the extent of any conflict or inconsistency between the terms of this Agreement and the terms of the Convertible Debenture, the terms of the Convertible Debenture shall govern to the extent necessary to remove the conflict or inconsistency.

23. **Further Assurances.** The Debtor agrees that, at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under the Convertible Debenture with respect to any Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has executed this Agreement as of the date first above written.

MEDNOW INC.

By________________________

Name:

Title:

	Week Ending 10/8/23 (Actual)	10/15/23 (Actual)	10/22/23 (Actual)	10/29/23	OCTOBER	Week Ending 11/5/23	11/12/23	11/19/23	11/26/23	NOVEMBER TOTAL
Revenue										
Mednow ODB + Insurance Cash Flow (Excl. Prof. Allow.)	68,000	53,025	74,458	73,061	268,544	-	127,558	-	127,558	255,117
Medvisit		119,465			119,465	-	119,465	-	-	119,465
Total revenue	68,000	172,490	74,458	73,061	388,009	-	247,023	-	127,558	374,582
Cost of Goods Sold										
Mednow	-	101,652	-	105,228	206,880	-	91,842	-	91,842	183,684
Medvisit	-	-	85,103	-	85,103	-	85,103	-	-	85,103
Total COGS	-	101,652	85,103	105,228	291,983	-	176,945	-	91,842	268,787
Gross Margin	68,000	70,838	-10,645	-32,167	96,026	-	70,078	-	35,716	105,795
GM %	100%	41%	-14%	-44%	25%	0%	28%	0%	28%	28%
Employee related costs										
Payroll costs	150,485	4,294	102,607	-	257,386	81,901	-	85,901	-	167,802
Virtual care nurse costs	-	4,400	-	4,400	8,800	-	4,400	-	4,400	8,800
EHT and WSIB	-	-	-	-		4,000	-	4,000	-	8,000
Employees life and health insurance costs	-	15,000	-	-	15,000	-	15,000	-	-	15,000
Total Employee Related Costs	150,485	23,694	102,607	4,400	281,186	85,901	19,400	89,901	4,400	199,602
Other overhead										
Rent	21,120	-	-	-	21,120	21,120	-	-	-	21,120
Delivery Costs (Delivery team salaries and delivery OH)	4,545	4,545	4,545	4,545	18,182	4,545	4,545	4,545	4,545	18,182
Packaging	455	455	455	455	1,818	455	455	455	455	1,818
Infrastructure	1,932	1,932	1,932	1,932	7,727	1,932	1,932	1,932	1,932	7,727
Utilities	250	250	250	250	1,000	250	250	250	250	1,000
Cleaning	1,000	1,000	1,000	1,000	4,000	1,000	1,000	1,000	1,000	4,000
Insurance		22,000	10,000		12,000	-	22,000	-	-	22,000
Technology	8,250	8,250	8,250	8,250	33,000	4,841	4,841	4,841	4,841	19,364
Marketing	1,591	1,591	1,591	1,591	6,364	1,591	1,591	1,591	1,591	6,364
Other costs(Maintenence, shredding, equipment mortage etc)	1,864	1,864	1,864	1,864	7,455	1,864	1,864	1,864	1,864	7,455
Total Other Overhead	41,006	41,886	29,886	19,886	132,665	37,597	38,477	16,477	16,477	109,029
Total Overhead + People	191,491	65,580	132,493	24,286	413,851	123,498	57,877	106,378	20,877	308,631
OPERATING EBITDA	-123,491	[illegible]	[illegible]	[illegible]	-317,823	-123,498	12,200	-106,378	14,839	-202,836
Professional / Advisory Fees (Non-Restructuring Costs)										
Physical First for claim processing - Medvisit	-	-	-	7,184	7,184	-	-	7,000	-	7,000
Dumoulin	2,500	-	-	-	2,500	-	-	-	-	-
Legal	-	-	-	10,000	10,000	-	-	-	15,000	15,000
Business wire	-	-	1,500	1,500	3,000	-	-	-	-	-
Total Prof. and Advisory Fees	2,500	-	1,500	18,684	22,684	-	-	7,000	15,000	22,000
EBITDA INCL. Prof and Advisory fees	-125,991	6,254	-144,456	-75,157	-340,509	[illegible]	[illegible]	[illegible]	[illegible]	-224,836
Restructuring Costs										
Legal and Receiver Costs	-	-	-	-	-	90,000	20,000	20,000	20,000	150,000
Critical Supplier Payments	-	-	-	-	-	75,000	-	-	-	75,000
Vacation payout for employees	-	-	-	-	-	-	-	-	-	-
Strategic Advisor (Dave Marantz)	-	-	-	-	-	5,250	5,250	5,250	5,250	21,000
Key Employee Retention Bonus	-	-	-	-	-	-	-	-	-	-
Restructuring costs for Subsidiaries	-	-	25,827	-	25,827	-	15,000	-	-	15,000
Raj Burn	1,750	1,750	1,750	1,750	7,000	1,750	1,750	1,750	1,750	7,000
Total Restructuring Costs	1,750	1,750	27,577	1,750	32,827	172,000	42,000	27,000	27,000	268,000
EBITDA INCL. Prof and Advisory fee and Restructuring cost	-127,741	3,500	-172,215	-76,887	-373,336	[illegible]	[illegible]	[illegible]	-27,161	-492,836
Cash Analysis										
Beginning Cash				226,619	226,619	149,732	-145,767	-175,566	-315,944	149,732
Change in Cash				-76,887	-76,887	-295,498	-29,799	-140,378	-27,161	-492,836
Capital Injection - DIP				-	-	-	-	-	-	-
Ending Cash				149,732	149,732	-145,767	-175,566	-315,944	-343,105	-343,105

	Week Ending 12/3/23	12/10/23	12/17/23	12/24/23	12/31/23	DECEMBER TOTAL	Week Ending 1/7/24	1/14/24	1/21/24	1/28/24	JANUARY TOTAL
Revenue											
Mednow ODB + Insurance Cash Flow (Excl. Prof. Allow.)	-	127,558	-	127,558	-	255,117	-	127,558	-	127,558	255,117
Medvisit	-	119,465	-	-	-	119,465	-	119,465	-	-	119,465
Total revenue	-	247,023	-	127,558	-	374,582	-	247,023	-	127,558	374,582
Cost of Goods Sold											
Mednow	-	91,842	-	91,842		183,684	-	91,842	-	91,842	183,684
Medvisit	-	85,103	-	-		85,103	-	85,103	-	-	85,103
Total COGS	-	176,945	-	91,842	-	268,787	-	176,945	-	91,842	268,787
Gross Margin	-	70,078	-	35,716	-	105,795	-	70,078	-	35,716	105,795
GM %	0%	28%	0%	28%	0%	28%	0%	28%	0%	28%	28%
Employee related costs											
Payroll costs	77,231	-	77,231	-	77,231	231,693	-	78,978	-	78,978	157,956
Virtual care nurse costs	-	4,400	-	4,400	-	8,800	4,400	-	4,400	-	8,800
EHT and WSIB	4,000	-	4,000	-	4,000	12,000	-	4,000		4,000	8,000
Employees life and health insurance costs	-	15,000	-	-	-	15,000	-	15,000			15,000
Total Employee Related Costs	81,231	19,400	81,231	4,400	81,231	267,493	4,400	97,978	4,400	82,978	189,756
Other overhead											
Rent	16,000	-	-	-	-	16,000	16,000	-	-	-	16,000
Delivery Costs (Delivery team salaries and delivery OH)	4,545	4,545	4,545	4,545	4,545	22,727	4,545	4,545	4,545	4,545	18,182
Packaging	400	400	400	400	400	2,000	455	455	455	455	1,818
Infrastructure	1,700	1,700	1,700	1,700	1,700	8,500	1,932	1,932	1,932	1,932	7,727
Utilities	220	220	220	220	220	1,100	250	250	250	250	1,000
Cleaning	1,000	1,000	1,000	1,000	1,000	5,000	1,000	1,000	1,000	1,000	4,000
Insurance	-	5,000	-	-	-	5,000	-	5,000	-	-	5,000
Technology	4,260	4,260	4,260	4,260	4,260	21,300	4,841	4,841	4,841	4,841	19,364
Marketing	1,591	1,591	1,591	1,591	1,591	7,955	1,591	1,591	1,591	1,591	6,364
Other costs(Maintenence, shredding, equipment mortage etc)	1,840	1,840	1,840	1,840	1,840	9,200	1,864	1,864	1,864	1,864	7,455
Total Other Overhead	31,556	20,556	15,556	15,556	15,556	98,782	32,477	21,477	16,477	16,477	86,909
Total Overhead + People	112,787	39,956	96,787	19,956	96,787	366,275	36,877	119,455	20,877	99,455	276,665
OPERATING EBITDA	-112,787	30,122	-96,787	15,760	-96,787	-260,480	-36,877	-49,377	-20,877	-63,739	-170,870
Professional / Advisory Fees (Non-Restructuring Costs)											
Physical First for claim processing - Medvisit	-	-	-	7,000	-	7,000	-	-	7,000	-	7,000
Dumoulin	-	-	-	-	-	-	-	-	-	-	-
Legal	-	-	-	-	15,000	15,000	-	-	-	15,000	15,000
Business wire	-	-	-	-	-	-	-	-	-	-	-
Total Prof. and Advisory Fees	-	-	-	7,000	15,000	22,000	-	-	7,000	15,000	22,000
EBITDA INCL. Prof and Advisory fees	-112,787	30,122	-96,787	8,760	-111,787	-282,480	-36,877	-49,377	-27,877	-78,739	-192,870
Restructuring Costs											
Legal and Receiver Costs	15,000	15,000	15,000	5,000	5,000	55,000	25,000	25,000	25,000	25,000	100,000
Critical Supplier Payments	-	-	-	-	-	-	-	-	-	-	-
Vacation payout for employees	-	-	-	-	-	-	-	-	-	140,000	140,000
Strategic Advisor (Dave Marantz)	5,250	5,250	5,250	5,250	5,250	26,250	5,250	5,250	5,250	5,250	21,000
Key Employee Retention Bonus	-	-	-	-	-	-	-	-	-	47,000	47,000
Restructuring costs for Subsidiaries	-	15,000	-	-	-	15,000	-	10,000	-	5,000	15,000
Raj Burn	-	-	-	-	-	-	-	-	-	-	-
Total Restructuring Costs	20,250	35,250	20,250	10,250	10,250	96,250	30,250	40,250	30,250	222,250	323,000
EBITDA INCL. Prof and Advisory fee and Restructuring cost	-133,037	-5,128	-117,037	-1,490	-122,037	-378,730	-67,127	-89,627	-58,127	-300,989	-515,870
Cash Analysis											
Beginning Cash	-343,105	-476,142	-481,270	-598,307	-599,797	-343,105	-721,835	-788,962	-878,589	-936,716	-721,835
Change in Cash	-133,037	-5,128	-117,037	-1,490	-122,037	-378,730	-67,127	-89,627	-58,127	-300,989	-515,870
Capital Injection - DIP	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	-476,142	-481,270	-598,307	-599,797	-721,835	-721,835	-788,962	-878,589	-936,716	-1,237,705	-1,237,705

	Week Ending 2/4/24	2/11/24	2/18/24	2/25/24	FEBRUARY TOTAL	Assumptions Ref.	4 MONTH TOTAL
Revenue							
Mednow ODB + Insurance Cash Flow (Excl. Prof. Allow.)	-	127,558	-	127,558	255,117	1	1,000,467
Medvisit	-	119,465	-	-	119,465	2	477,860
Total revenue	-	247,023	-	127,558	374,582		1,494,327
Cost of Goods Sold							
Mednow	-	91,842	-	91,842	183,684		758,736
Medvisit	-	85,103	-	-	85,103		340,412
Total COGS	-	176,945	-	91,842	268,787		1,075,144
Gross Margin	-	70,078	-	35,716	105,795		413,179
GM %	0%	28%	0%	28%	28%	4	28%
Employee related costs							
Payroll costs	-	73,978	-	73,978	147,956	13	705,406
Virtual care nurse costs	4,400	-	4,400	-	8,800	1	35,200
EHT and WSIB	-	4,000	-	4,000	8,000		36,000
Employees life and health insurance costs	-	12,000	-	-	12,000		57,000
Total Employee Related Costs	4,400	89,978	4,400	77,978	176,756		831,606
Other overhead							
Rent	16,000	-	-	-	16,000	9	69,120
Delivery Costs (Delivery team salaries and delivery OH)	4,545	4,545	4,545	4,545	18,182		77,273
Packaging	455	455	455	455	1,818		7,455
Infrastructure	1,932	1,932	1,932	1,932	7,727		31,682
Utilities	250	250	250	250	1,000		4,100
Cleaning	1,000	1,000	1,000	1,000	4,000		17,000
Insurance		5,000			5,000		37,000
Technology	4,841	4,841	4,841	4,841	19,364		79,391
Marketing	1,591	1,591	1,591	1,591	6,364		27,045
Other costs(Maintenence, shredding, equipment mortage etc)	3,227	3,227	3,227	3,227	12,909		37,018
Total Other Overhead	43,841	32,841	17,841	17,841	92,364		517,964
Total Overhead + People	48,241	122,819	22,241	95,819	269,120		1,220,690
OPERATING EBITDA	-48,241	-42,796	-22,241	-60,102	-163,125		-797,511
Professional / Advisory Fees (Non-Restructuring Costs)							
Physical First for claim processing - Medvisit	-	-	7,000	-	7,000	11	28,000
Dumoulin	-	-	-	-	-		-
Legal	-	-	-	15,000	15,000		60,000
Business wire	-	-	-	-	-		-
Total Prof. and Advisory Fees	-	-	7,000	15,000	22,000		88,000
EBITDA INCL. Prof and Advisory fees	-48,241	-42,796	-29,241	-75,102	-185,125		-885,511
Restructuring Costs							
Legal and Receiver Costs	15,000	10,000	10,000	10,000	45,000	1	350,000
Critical Supplier Payments	-	-	-	-	-	4	75,000
Vacation payout for employees	-	-	-	-	-		140,000
Strategic Advisor (Dave Marantz)	-	-	-	-	-	14	68,250
Key Employee Retention Bonus	-	-	-	-	-	15	47,000
Restructuring costs for Subsidiaries	-	10,000	-	5,000	15,000	16	60,000
Raj Burn	-	-	-	-	-	3	7,000
Total Restructuring Costs	15,000	20,000	10,000	15,000	60,000		747,250
EBITDA INCL. Prof and Advisory fee and Restructuring cost	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
Cash Analysis							
Beginning Cash	-1,237,705	-1,290,946	-1,353,686	-1,392,927	-1,237,705		149,732
Change in Cash	-53,241	-62,740	-39,241	-90,102	-245,325		-1,632,761
Capital Injection - DIP	-	-	-	-	-		-
Ending Cash	-1,290,946	-1,353,686	-1,392,927	-1,483,029	-1,483,029		-1,483,029

This is Exhibit " C " referred to in the
Affidavit of Leah Jonak sworn
before me at Vancouver, B.C. this 3
day of November, 2023

A Commissioner for taking Affidavits
for British Columbia