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

FIRST RECEIVER'S REPORT

ERNST & YOUNG INC.

November 30, 2023

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INTRODUCTION

1. Pursuant to a petition to the Court (the "**Petition**") filed by Alirey Corp. ("**Alirey**"), the Supreme Court of British Columbia (the "**Court**") granted an order (the "**Receivership Order**") on November 3, 2023 (the "**Receivership Date**") pursuant to s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and s. 39 of the *Law and Equity Act*, R.S.B.C. 1996, c.253 (the "**LEA**") appointing Ernst & Young Inc. ("**EY**") as receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and property including all proceeds (the "**Property**") of each of the respondents (collectively, the "**Debtor**" or "**Mednow**").

2. As set out in the Receivership Order, the Receiver is empowered and authorized to, amongst other things, *inter alia:*

    a) take possession of and exercise control over the Property (as defined in the Receivership Order) and any and all receipts and disbursements arising out of or from the Property;

    b) 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 including without limitation:

        i. retention or hiring of licensed pharmacists;

        ii. operation of online pharmacies;

        iii. the sale and delivery of prescription medication and over the counter drugs;

        allocation and reallocation of intercorporate debt among the respondents or cease to perform any contracts of the Debtor;

c) 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 the Court in respect of a single transaction for consideration up to $100,000, provided that the aggregate consideration for all such transactions does not exceed $300,000; and

   ii. with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out above;

d) borrow by way of a revolving credit or otherwise, a principal amount not to exceed $1,000,000 (the "**Receiver's Borrowings Charge**") charged as security over the Property.

3. The Receiver has retained the services of McCarthy Tétrault LLP as its counsel in these receivership proceedings (the "**Receivership Proceedings**").

4. The Receiver has access to funding provided by 1000699590 Ontario Inc. (the "**Lender**") (a special purpose corporation established to fund the activities of the Receiver) with funding borrowed (the "**Receiver's Borrowings**") by way of Receiver certificates (the "**Receiver's Certificates**") and secured by the Receiver's Borrowings Charge, to fund this Receivership Proceedings.

5. EY has established a website at www.ey.com/ca/mednow (the "**Website**"). All court documents and certain other documents will be posted on the Receiver's Website.

PURPOSE

6. The purpose of this Receiver's First Report (the "**First Report**") is to provide information to this Honourable Court with respect to:

a) an overview of Mednow's business and pertinent background information;

b) the activities of the Receiver to the date hereof;

c) the Proposed Sales Process;

d) the Stalking Horse Bid;

e) the Receiver's receipts and disbursements for the period from the Receivership Date to November 26, 2023;

f) the Receiver's statement of projected cash flow (the "**Cash Flow Forecast**") for the period of November 3, 2023 to March 9, 2024 (the "**Cash Flow Period**"); and

g) the proposed amendment to the Receivership Order.

TERMS OF REFERENCE

7. In preparing this First Report and making the comments herein, the Receiver has been provided with, and has relied upon, unaudited financial information, books and records prepared by Mednow; discussions with Mednow's management ("**Management**"); and information from other third-party sources (collectively, the "**Information**").

8. The Receiver has reviewed the Information for reasonableness and internal consistency, in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

9. Some of the Information prepared by the Receiver consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the *Chartered Professional Accountants Canada Handbook*, has not been performed.

10. Future oriented financial or other information referred to in this First Report was prepared based on Management's estimates and assumptions. Since projections are based upon assumptions about future events and conditions that are not readily and currently ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be material.

11. Unless otherwise indicated, the Receiver's understanding of factual matters expressed in this First Report concerning Mednow and its business is based on the Information provided by management, and not independent factual determinations made by the Receiver.

12. Unless otherwise indicated, all monetary amounts contained herein are expressed in Canadian Dollars.

GENERAL BACKGROUND

13. The following is a summary of general background information relating to Mednow and should be read in conjunction with Affidavit #1 of Mr. Ali Reyhany-Bozorg dated November 2, 2023 (the "**Ali Affidavit**") and the Petition.

General

14. Mednow Inc. is a publicly traded healthcare technology company providing virtual pharmacy and telemedicine services as well as doctor home visits. Mednow Inc.'s services include at-home delivery of medications, nurse practitioner and doctor consultations both online and in a patient's home, and a digital interface to transfer and refill prescriptions and facilitate pharmacist consultation related to prescriptions and overall pharmacy needs via virtual chat.

15. Mednow was in the process of growing its virtual pharmacy. "Mednow Pharmacy" is the online application where consumers can buy prescriptions and over the counter drugs. It has completed the "build phase" but has suffered from lack of growth and persistent liquidity challenges.

16. In addition to its virtual pharmacy and telemedicine services, Mednow operates two brick-and-mortar pharmacies located at:

   a) 1640 Bloor Street West, M6P 1A7 in Toronto, Ontario (the "**Toronto Pharmacy**"); and

   b) 4484 Main Street, V5V 3R3 in Vancouver, British Columbia (the "**Vancouver Pharmacy**").

17. Mednow also has a franchisee operated pharmacy located in Saint-Laurent, Quebec.

<u>Financial History</u>

18. On or about March 9, 2021, Mednow Inc. commenced trading on the TSX Venture Exchange under the symbol MNOW. Mednow insiders control approximately 58.7% of the shares and with the remaining 41.3% being widely held. Mednow used the proceeds of its initial public offering ("**IPO**") to develop its online business and to build out its brick-and-mortar stores.

19. In the spring of 2022, it was evident that Mednow required access to capital in the immediate future. It embarked on a company-led process, soliciting approximately 5-7 industry strategic pharmacy partners for investment into Mednow. This process did not yield any capital investment.

20. In late 2022, Mednow solicited a public offering to secure financing. Mednow offered convertible debentures (the "**Convertible Debentures**") on then market terms; however, received no material subscriptions. As a capital crisis had arisen with the lack of available

capital, Alirey agreed to provide necessary funding to promote liquidity and working capital requirements to sustain operations.

21. In January of 2023, Mednow engaged a major accounting firm (the "**Financial Consultant**") to assist in capitalizing the company with private debt lenders. The Financial Consultant approached multiple lenders in Canada in order to secure financing; however, was unsuccessful in receiving any offers.

22. In January of 2023, Mednow engaged a major Toronto based investment bank (the "**Investment Bank**") to seek both a capital investment and/or an *en bloc* sale of all the assets and undertakings. This process targeted industry strategic investors, high net worth individuals and family offices. No capital was raised.

23. By January 2023, there was no substantial interest from subscribers for the Convertible Debentures. To maintain liquidity and working capital for continued operations, Alirey agreed to acquire $1,000,000 of the Convertible Debentures.

24. By February 2023, Mednow required additional financing. With no further subscribers for the Convertible Debentures, and the lack of success to access capital through the efforts of the Financial Consultant and Investment Bank, Alirey agreed to increase its subscription in the Convertible Debentures to $1,800,000.

25. On or about February 8, 2023, with no other lender prepared to advance under the Convertible Debentures, Alirey advanced $1,800,000 to Mednow. Pursuant to the Convertible Debentures, Alirey received guarantees and general security agreements ("**GSAs**") from the thirteen (13) individual members of Mednow, including the Respondents (the "**Security**").

26. On April 24, 2023, the company announced public financing by way of prospectus supplement. The company closed this financing on May 9, 2023 with proceeds of $536,262.

Subsequent to this public financing raise, the company received $585,000 equity financing by way of private placement from Amir Ali Reyhany Bozorg (the "**Equity Financing**").

27. By August 2023, Mednow was again in need of financial support to maintain operations. Alirey advanced a further $400,000 pursuant to the Security.

28. By October 23, 2023, further funds of approximately $1.056,650 were advanced, pursuant to the Security, such that the total owed to Alirey Corp. is $3,256,650 (the "**Indebtedness**").

29. On November 1, 2023, Alirey: (i) provided notice to Mednow Inc. of its default(s) under the Convertible Debentures, (ii) demanded repayment of the Indebtedness; (iii) served a Notice of intention to Enforce Security pursuant to s.244(1) of the BIA; and (iv) delivered demand for payment to Mednow for $3,904,000 representing the principal Indebtedness and interest to maturity; as provided by the terms of the Convertible Debentures.

30. No payment was made by Mednow prior to, or after the Receivership Date. The Receiver's Counsel has conducted a preliminary security review with respect to the Security. The preliminary security review has not identified any material issues with the security granted thereunder.

<u>Causes of Insolvency</u>

31. When the company issued its IPO, it had quarterly revenues of less than $120,000 and pre-development technology. After its IPO and the Equity Financing, Mednow Inc. undertook a high-growth strategy including acquisitions, established multiple sales channels, established various business lines, expanded geographic coverage across Canada, including the establishment of both technology and brick-and-mortar assets. Mednow had exponential revenue growth, recording a quarterly revenue of $12,800,000 as of April 30, 2023 across all of its operating subsidiaries.

32. Since this point both: (i) the shift in 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. As noted above, there were multiple failed attempts to raise adequate capital both publicly and by way of private placement. In addition, some of Mednow's subsidiaries failed, which caused the company to wind down operating assets and to drastically reduce costs.

ACTIVITIES OF THE RECEIVER

Consultant Agreement

33. On or around November 3, 2023, the Receiver entered into a consultant agreement (the "**Consultant Agreement**") with the former Chief Revenue Officer of Mednow Inc. (the "**Strategic Advisor**").

34. The Strategic Advisor has extensive experience with Mednow, the pharmaceutical industry, in general, and online pharmacies and pharmaceutical sales.

35. The Receiver will consult with and intends to rely upon the Strategic Advisor for matters such as management of Mednow's day-to-day operations, the continued management of Mednow's vendor, supplier and patient relationships, to assist the Receiver in a future sales process of Mednow should this Honourable Court approve the Proposed SISP (defined and discussed below), and to oversee Mednow's compliance with regulatory and other requirements of operating a pharmacy, including applicable laws with respect to privacy and the management of personal health information. A copy of the Consultant Agreement is attached hereto has **Appendix** "**A**".

36. Since the Receivership Date, the Receiver has consulted with the Strategic Advisor on a daily basis, to ensure Mednow's continued and uninterrupted operation, to address critical supplier

and other vendor matters, to ensure strict continued compliance with regulatory requirements, and to promote operational efficiency and effectiveness.

<u>Attendance at the Pharmacies and Inventory Counts</u>

37. In determining the strategy for taking possession and operational control of the online and brick-and-mortar pharmacies, the Receiver consulted with Alirey, the Strategic Advisor, Mednow's Director of Finance and pharmacists at each location, to ensure the initial attendance at the pharmacies would promote efficiency and minimize disruption for Mednow staff and patients; while ensuring performance of the Receiver's duties required by statute and the provisions of the Receivership Order.

38. On November 3, 2023, immediately upon granting the Receivership Order, a representative of the Receiver attended the Vancouver Pharmacy to inspect the premises and to perform a count of the pill inventory. Also, on November 6, 2023, a representative of the Receiver attended at the Toronto Pharmacy to perform the same duties.

39. The Receiver's representatives performed an inventory count on a sample of pill inventory with the assistance of the pharmacy staff and using inventory reports generated from the company's internal inventory system. The inventory counts performed at the Vancouver Pharmacy and the Toronto Pharmacy, did not identify any material variances or variances that could not be reasonably explained by the pharmacy staff, from the perpetual inventory records.

<u>Employees</u>

40. Since its appointment as Receiver, there has been no attrition of Mednow employees. A breakdown of the twenty-two (22) Mednow employees as at the Receivership Date is as follows:

a) three (3) employees form the sales and customer service team;

b) three (3) employees form the technology team;

c) five (5) employees are employed at the Toronto Pharmacy

d) four (4) employees are employed at the Vancouver Pharmacy;

e) five (5) employees form the Mednow accounting and finance team; and

f) two (2) employees form the Mednow delivery team (collectively, the "**Mednow Staff**").

41. Upon granting of the Receivership Order, the Receiver had the Strategic Advisor and Mednow's Director of Finance contact the Mednow Staff to notify them of the Receivership Order and of a planned information session to be held by the Receiver.

42. On November 6, the Receiver held an information session attended by the vast majority, if not all, of the Mednow Staff. At the information session, the Receiver communicated that, among other things:

a) the Receiver has a statutory obligation to all stakeholders and to promote an outcome to these proceedings that balances the interests of the stakeholders through a transition of the operating business to third party interests via a sale process to be conducted under the authority of the Court;

b) the Receiver is and will remain committed to promoting a stabilized operating business during the Receivership Proceedings;

c) it is "business as usual" at Mednow and the Receiver is committed to enhancing the long-term value of the pharmacies;

d) all Mednow Staff will remain employees (or contractors) of Mednow;

e) a Funding Facility from the Lender in the initial amount of $1 million has been committed to fund these Receivership Proceedings;

f) the Receiver will initiate a sale process in the near term, once approved by the Court, to identify a purchaser and new operator for Mednow; and

g) it is the Receiver's understanding that Alirey (together with other strategic investors) intend to submit a bid, ensuring a new operator, continuity of the Pharmacies, and continued employment for the Mednow staff.

43. The Receiver maintains open and clear lines of communication with the Mednow Staff and plans to schedule regular meetings with the Mednow Staff to discuss and to address staff questions and concerns.

44. Mednow has maintained normal operating hours in these Receivership Proceedings due, in large part, to the retention and the continued commitment of the Mednow Staff.

Statutory Requirements

45. On November 10, 2023, the Receiver emailed the Notice of Receiver and Statement of Receiver, pursuant to section 245(1) and section 246(1) of the BIA, to the Superintendent of Bankruptcy and all creditors of Mednow that the Receiver, after making reasonable efforts, had ascertained existed as at the Receivership Date (the "**Statutory Notice**"). A copy of the Statutory Notice is attached hereto as **Appendix** "**B**".

46. The Receiver has also posted the Statutory Notice on the Website.

Books and Records

47. Upon its appointment, the Receiver contacted Mednow's Director of Finance to discuss the accounting and reporting functions of Mednow and to obtain financial information required by the Receiver.

48. The Mednow accounting team remains intact since the Receivership Date. The accounting team, in addition to performing their day-to-day functions required for the continued operation of Mednow, have to date, also diligently addressed the numerous requests of the Receiver.

49. The Receiver has not taken possession of all of Mednow's books and records; however, will obtain financial information for these Receivership Proceedings directly from the Mednow accounting team and has unfettered access to the books and records, as required.

Banking and Cash Management

50. Immediately upon its appointment, the Receiver advised Mednow's financial institution of the appointment of the Receiver and of the Receivership Order.

51. The Receiver has undertaken a number of steps to safeguard Mednow's funds held within its fifteen (15) operating accounts (the "**Operating Accounts**"), including: (i) removing all existing signing authorities from the Operating Accounts and replacing them with EY authorized signatories, (ii) freezing the pre-authorized debts from the Operating Accounts, except for those authorized by the Receiver, and (iii) freezing disbursements from being paid from the Operating Accounts unless previously approved by the Receiver.

52. The Receiver also holds a trust account through which it receives its borrowings made under the Receiver's Borrowing Charge (the "**Receiver's Trust Account**"). The Receiver will transfer funds from the Receiver's Trust Account to the Operating Accounts, as required, in order to fund Mednow's continued operations. As of the date of this First Report, the Receiver has borrowed from the Lender principal of $400,000 under the Receiver's Borrowing Charge, as further detailed herein.

Insurance

53. Upon its appointment, the Receiver contacted Mednow's insurer to amend the existing insurance policies to reflect the Receiver's interest in the Property and to ensure that the

Receiver is noted as the first loss payee in the event of an insurable loss. At the date of this First Report, the Receiver continues to work with Mednow's insurer to ensure the Receiver's interest in the Property is appropriately reflected in the certificates of insurance.

Disclaim Notices

54. On or around November 14, 2023, the Receiver issued notices to disclaim four (4) property leases at various locations throughout Canada (the "**Disclaim Notices**"). It is the Receiver's understanding that Mednow had decided to vacate these premises prior to the Receivership Date and was no longer occupying the premises for their continued operations. The Disclaim Notices provide the landlords with 15 days to apply to Court for an order that the agreements are not to be disclaimed.

Suppliers

55. Upon its appointment, the Receiver was contacted by numerous vendors and suppliers of Mednow with suppliers threatening to withhold their continued delivery of goods or services due to unpaid arrears. To date, the supply of goods and services has continued without interruption.

56. The Receiver contacted Mednow's critical drug supplier, who is in arrears, but who has continued to supply all the goods and services required by Mednow since the Receivership Date. Based on initial communications, the Receiver was informed that certain pre-filing amounts owing will be required to be paid to ensure the continued delivery of goods and services required by Mednow. Discussions between the critical drug supplier and Receiver continued and terms of a payment plan for certain of the pre-filing amounts have been agreed to with the critical vendor.

Legal Correspondence

57. The Receiver has received correspondence from legal counsels representing clients with pre-filing claims against Mednow.

58. On November 13, 2023, correspondence was received from Norton Rose Fulbright Canada LLP (the "**Norton Rose Letter**") representing Gilead Sciences Canada Inc. ("**Gilead**"), a party that had commenced legal action against certain legal entities of Mednow in September 2023. The Norton Rose Letter requested the Receiver to provide specific information with regard to the secured debt of Alirey.

59. On November 16, 2023, the Receiver's legal counsel responded to inform Norton Rose to inform them that the Receiver had not yet conducted a security review or investigated the matters set out in the Norton Rose Letter. A copy of the Norton Rose Letter and of the response sent is attached hereto as **Appendix** "**C**".

60. On November 15, 2023, correspondence was received from Thornton Grout Finnegan LLP ("**TGF LLP**") representing HSBC Bank Canada ("**HSBC**"), requesting specific information from the Receiver pertaining to certain pre-receivership transactions between Mednow and a subsidiary thereof, Infusicare Canada Inc. On November 23, 2023, Alirey's legal counsel issued a response to TGF LLP's initial letter. The Receiver is undertaking no further activity with respect to the correspondence, pending a claims process (if any), or alternative proceeding brought by HSBC and that would require a response by the Receiver. Copies of the two TGF LLP letters and of the response sent are attached hereto as **Appendix** "**D**".

THE PROPOSED SISP

61. The proposed sale and investment solicitation process (the "**Proposed SISP**") provides the procedures for the marketing and solicitation of non-binding letters of intent ("**LOIs**") to acquire

the assets of Mednow or to invest in Mednow generally. A copy of the Proposed SISP is attached hereto as **Appendix** "**E**".

62. The Receiver has consulted with Alirey, the Strategic Advisor, and certain of Mednow's key employees in preparing the Proposed SISP (the "**Consulted Parties**").

63. The Proposed SISP seeks the sale of the Property *en bloc* or in segments. While an *en bloc* sale is preferable, the Receiver anticipates marketing two (2) distinct business segments, given the potential for different interest in each segment:

a) Mednow Inc. (and applicable subsidiaries); and

b) Medvisit (collectively, the "**Business Segments**").

64. The Proposed SISP contemplates the approval of a Stalking Horse Bid.

65. The Receiver has prepared a list of potential purchasers that includes, but is not limited to, industry and financial targets as identified by the Receiver and the Consulted Parties, including;

a) private equity, financial groups, and health care companies that operate or acquire within the pharmaceutical industry, supplemented by the target list of the Financial Consultant and Investment Bank; and

b) parties that have become known to the Receiver by unsolicited notification received as a result of the public nature of the Receivership Proceedings, including, but not limited to, operators of pharmacies within the province of B.C. and elsewhere within Canada.

66. The Receiver will prepare:

a) a non-confidential teaser letter describing the opportunity to acquire the Business Segments, either individually or in combination;

b) a form of non-disclosure agreement (the "**NDA**"); and

c) a detailed confidential information memorandum (the "**CIM**") to be provided to participants that comply with the requirements of the SISP, including the prior signing of the NDA; and

d) a virtual data room ("**VDR**") that contains key financial, operational and other information for potential purchasers to evaluate the investment and acquisition opportunity following the signing of a NDA.

67. Only those parties that have executed a NDA and have provided preliminary evidence of their financial ability to consummate a transaction (each, a "**Potential Bidder**") will be provided with access to the VDR.

68. The Proposed SISP will be conducted in two phases:

a) Phase I: the solicitation of non-binding letters of intent ("**LOIs**")

i. the Receiver will send the teaser, a NDA, and information on how to become a Potential Bidder, to a list of prospective purchasers. Upon receipt of an executed NDA, an indication of anticipated sources of funding, and an acknowledgement to be bound by the Sales Process Order, the Receiver will provide those interested parties, with the CIM and access to the VDR.

ii. Potential Bidders are to submit non-binding LOIs that must contain certain required information in order to be deemed each a "Qualified LOI", including indication as to: whether they are submitting a bid to acquire all or some of the Business Segments, and the purchase price and the particulars of the property to be acquired.

b) Phase II: upon receipt and review of the Phase I Qualified LOIs, the Receiver shall determine those Qualified LOIs will continue further diligence in Phase II with the goal of negotiating definitive agreements (a “**Qualified Bid**”).

69. Upon receipt of the Qualified Bids, the Receiver will review and assess all Qualified Bids received and determine one, or a combination of Qualified Bids, to be the “**Successful Bid**”.

70. Lastly, the Proposed SISP further provides that the Receiver may end the process at various milestones, including if there are no Qualified Bids received that offer or are anticipated to offer a superior return to the Stalking Horse Bid.

<u>Timeline</u>

71. The estimated timeline for the key milestones of the Proposed SISP that the Receiver intends to carry out:

Estimated Date	Milestone
December 12, 2023, or 6 days after the granting of the SISP Order	The Commencement Date. “Go-to-market’ documents (i.e. the teaser and the NDA) completed and marketing commences.
January 26, 2024, being 45 days after the Commencement Date	LOI Deadline. Deadline for submission of Phase I Non-Binding LOIs.
February 1, 2024, being 6 days after the LOI Deadline	Phase II. Commencement of Phase II diligence.
March 4, 2024, being 32 days after the LOI Deadline	Final Bid Deadline. Deadline for the submission of Qualified Bids.
March 25, 2024	Definitive Agreement Deadline.
May 31, 2024	Outside Closing Date (no later than)

THE STALKING HORSE BID

72. The Stalking Horse Bid contemplates the acquisition of both the Business Segments tendered for sale in the Proposed SISP and, accordingly, does not allocate its purchase price to each individual Business Segment. A copy of the Stalking Horse Agreement is attached hereto as **Appendix** "**F**".

73. Key terms of the Stalking Horse Bid, among other things, are as follows:

a) contemplate the acquisition of both of the Business Segments tendered for sale in the Proposed SISP;

b) is structured as an asset purchase agreement;

c) provides for the retention of all, or substantially all, of the existing Mednow Staff, other than any Mednow Staff specifically identified by the bidder, prior to closing, as not being retained;

d) provides for a purchase price, the consideration of which includes the existing secured debt of Alirey including accrued interest thereon, plus the anticipated Receiver's borrowings pursuant to the Receiver's Borrowing Charge including accrued interest thereon, and certain assumed liabilities (the "**Purchase Price**"). Accordingly, the final value of the Purchase Price, while not yet known, is contemplated to be in the range of approximately $5.5 million to $5.8 million;

e) provides for an expense reimbursement to be paid to the Stalking Horse Bidder if the Stalking Horse Bid is not the Successful Bid (further discussed below); and

f) remains conditional on the approval of the Stalking Horse Bid by this Honourable Court, including the issuance of a vesting order to be sought if declared by the Receiver as the Successful Bid; and

g) other terms customary in a transaction of this nature.

74. As a substantial portion of the consideration contemplated to satisfy the purchase price of the Stalking Horse Bid is the outstanding secured debt of Alirey, the Receiver's legal counsel is currently performing a review of the security to confirm the validity and enforceability of the security. The initial phase of the security review has been completed without identifying any material issues and will be completed prior to the application date for the approval of the Stalking Horse Bid.

Receiver's Commentary on the Stalking Horse Bid

75. The Receiver notes the following advantages in respect of the Stalking Horse Bid:

a) it protects brand value in the marketplace, particularly with regards to the on-line assets, as it provides certainty to the patients, customers and to the general public that the Business Segments will continue to operate unfettered to meet patient needs;

b) it provides certainty for the Mednow Staff, Mednow's suppliers, landlords and stakeholders that they will continue to be paid for services rendered to the Business Segments after the closing of the contemplated transaction;

c) it represents fair market value for the assets comprised in the Business Segments; a value that exceeds the value derived from the efforts of the Financial Consultant and Investment Bank. The Business Segments, and Mednow generally, has operated, and continues to operate, on a negative cashflow basis; and

d) it promotes a cost effective and efficient SISP whereby Potential Bidders recognize the need to offer value as part of a Qualified Bid; not consuming the Receiver's and the Strategic Advisor's time assisting in the undertaking of diligence procedures that will not yield value.

76. Pursuant to Schedule C of the Stalking Horse Agreement, an "**Expense Reimbursement Agreement**" is contemplated to pay the Stalking Horse Bidder its actual expenses incurred if a superior bid to the Stalking Horse Bid is derived from the SISP. The expense reimbursement is limited to payment of the Stalking Horse Bidder's reasonable expenses incurred in preparing and submitting the Stalking Horse Bid. Such expenses are preliminarily estimated to be approximately $160,000 representing approximately 2.8% to 2.9% of the estimated Purchase Price. The Receiver will conduct a detailed review of supporting documents to verify the quantum of the expense reimbursement prior to any payment being made to the Stalking Horse Bidder pursuant to the terms of the Expense Reimbursement Agreement.

77. On the basis of the foregoing, the Receiver is satisfied that: (a) the Proposed SISP promotes a timeline that sufficiently exposes the opportunity to the market, particularly taking into account the efforts of the Financial Consultant and Investment Bank, prior to the onset of the receivership proceeding; (b) the Proposed SISP will sufficiently solicit parties that may be interested in the opportunity to acquire the Business Segments; (c) the Proposed SISP is structured to derive maximum value for the Business Segments either individually or *en bloc*; (d) other Qualified Bidders have a reasonable period to conduct financial and business diligence on the Business Segments to determine their interest in submitting a Qualified Bid; and (e) the sale of the Business Segments pursuant to the Stalking Horse Bid represents fair value and offers significant business continuity optics to the creditors, business stakeholders, and the public, while promoting efficiencies in the SISP.

RECEIPTS AND DISBURSMENTS

78. Below is a Statement of Receipts and Disbursements (the "**SRD**") of the Receiver for the period of November 3, 2023 to November 26, 2023. The SRD is prepared on a cash basis.

Statement of Receipts & Disbursements
In the Receivership of Mednow Inc et al
For the Period November 3, 2023 to November 26, 2023

Opening Cash Balance	**$99,129**
Cash Receipts	
Receiver's Borrowings	200,000
Mednow (ODB + Insurance)	288,629
Medvisit	117,931
Total Cash	**$705,689**
Cash Disbursements	
Cost of Goods Sold - Mednow	$65,795
Cost of Goods Sold - Medvisit	84,641
Payroll and Employee Benefits	139,503
Virtual Care Nurse Costs	4,400
EHT and WSIB	3,187
Rent	15,297
Delivery Team Costs	2,907
Packaging	1,101
Infrastructure	402
Utilities	93
Insurance	21,612
Marketing	5,971
Professional Fees (Non Restructuring)	7,372
Other Miscellaneous Costs	4,615
Total Cash Disbursements	**$356,896**
Ending Cash Balance, Operating Accounts	**$348,793**
Add: Cash in Receiver's Account from Receiver's Borrowings	**$200,000**
Total Ending Cash Balance	**$548,793**

79. Receipts in the Operating Accounts during the period totalled approximately $705,700, primarily generated from the following sources:

a) cash on hand of approximately $99,100;

b) Mednow sales of approximately $288,600;

c) Medvisit sales of approximately $118,000; and

d) Receiver Borrowings of $200,000.

80. Disbursements during the period totalled approximately $357,000 and include, *inter alia*, the following:

a) total cost of goods for payment of Mednow pharmaceuticals sold and Medvisit services provided of approximately $150,400;

b) payroll and employee benefits of approximately $139,500;

c) insurance of approximately $21,600;

d) rent of approximately $15,300; and

e) other various disbursements of approximately $30,200.

81. Cash on hand as at November 26, 2023 was $348,793 in the Operating Accounts, and $200,000 in the Receiver's Trust Account from Receiver's Borrowings received but not transferred to the Operating Accounts.

CASH FLOW FORECAST

82. The Receiver has prepared the Cash Flow Forecast for the Cash Flow Period from November 3, 2023 to March 9, 2024, being the week in which the anticipated Final Bid Deadline as is contemplated in the Proposed SISP. A copy of the Cash Flow Forecast, together with the underlying assumptions, is attached hereto as **Appendix** "**G**".

83. The Cash Flow Forecast is summarized below:

Operating Accounts		**Cash Flow Period**
Beginning Cash	**$**	**99,129**
Receipts	**$**	**1,777,329**
Mednow		1,181,538
Medvisit		595,791
Disbursements	**$**	**3,334,093**
Cost of Goods Sold		1,198,207
Employee related costs		863,473
Rent		99,297
Other overhead		286,128
Professional and Advisory Fees (Non-Restructuring Costs)		110,372
Restructuring Costs		776,617
Ending Operating Cash Balance	**-$**	**1,457,635**
Receiver's Borrowings		**1,475,000**
Ending Cash Balance		**17,365**

84. As described in the Terms of Reference section above, since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented even if the probable and hypothetical assumptions occur, and the variances may be material. Accordingly, the Receiver expresses no assurances as to whether the Cash Flow Forecast will be achieved. The Cash Flow Forecast has been prepared solely for the purposes described herein and readers are cautioned that it may not be appropriate for other purposes.

85. Based on the Cash Flow Forecast, the Receiver requests that this Honourable Court increase the Receiver's Charge by $475,000 from $1,000,000 to an amount not to exceed $1,475,000 in the aggregate.

AMENDMENTS TO THE RECEIVERSHIP ORDER

<u>Increase to Receiver's Charge</u>

86. The Receivership Order authorizes the Receiver to make Receiver's of up to $1,000,000, borrowed by way of Receiver Certificates.

87. The Receiver has arranged funding for the Receiver's Borrowings in accordance with the terms set out at the hearing of the Petition. These terms include interest calculated and compounded monthly at a rate per annum equal to 8% above the prime commercial lending rate of 7.2% and a fixed lender fee of $20,000. The Receiver is of the view that the cost associated with the Receiver's Borrowings is fair based on the interest rate being in the range for similarly risked precedent loans, the nature of the assets, the nominal scale of the anticipated borrowings, and the anticipated expediency of these proceedings.

88. There were initial delays in the Receiver obtaining funding from the Lender. The Receiver was not able to receive funding under the Receiver Borrowings until November 16, 2023.

89. On November 16, 2023, the Receiver received an initial $200,000 through Receiver's Certificates and pursuant to the Receiver's Borrowing Charge in order to fund payroll for the Mednow Staff.

90. On November 21, 2023, the Receiver received an additional $200,000 through Receiver's Certificates and pursuant to the Receiver's Borrowing Charge. A copy of the Receiver's Certificates issued as at the date of this First Report are attached hereto as **Appendix** "**H**".

91. The Receiver is assured by the Lender that the reason(s) for the delays are now resolved and that there will not be any future delay in obtaining additional Receiver Borrowings upon the issuance of Receiver Certificates.

92. The Receiver is seeking an amendment to the Receivership Order to increase the Receiver's Borrowing Charge from $1,000,000 to $1,475,000, to fund these Receivership Proceedings, as contemplated in the Cash Flow Forecast.

CONCLUSION

93. For the reasons stated herein, the Receiver recommends that this Honourable Court grant Orders:

a) to approve the Proposed SISP; and

b) to amend the Receivership Order for an increase to the Receiver's Borrowings and the Receiver's Borrowing Charge from $1,000,0000 to $1,475,000.

All of which is respectfully submitted this 30th day of November, 2023.

ERNST & YOUNG INC.
In its capacity as Receiver of Mednow
and not in its personal or corporate capacity

Per:
Peter Venetsanos, CPA, CA, CIRP, LIT
Vice President

Appendix A

November 1st, 2023

PRIVATE AND CONFIDENTIAL

10937681 CANADA CORP.

40 Westlake Crescent,
Toronto, Ontario
M4C 2X2

Dear David,

Consulting Arrangement

On November 1st, 2023, Ernst & Young Inc. was appointed by order (the "**Receivership Order**") of the Supreme Court of British Columbia (the "**Court**") as the receiver (the " **Receiver**") of Mednow Inc.

The Receiver understands that you have experience managing the sales, operations and service functions of Mednow Inc., where you have served as chief revenue officer since October 2021.

The Receiver also understands that you currently possess knowledge related to current clients & strategic partners, internal processes, technology functions and employees that advance the interests of achieving value for the assets and undertakings and will promote cost efficiencies in executing the mandate of the Receiver. Accordingly, the Receiver desires to retain the services of supporting daily operations and managing current clients and operations with you as the consultant providing management services (the "**Consultant**") as a consultant to assist the Receiver with various matters concerning the disposition of the Receiver's duties and obligations as determined by the Receivership Order.

The terms of this consulting agreement (the "**Agreement**") are as follows:

1. **Contract Term:** The term shall be for a minimum period of three months commencing on the execution date of this Agreement and ending on the last day of the second month (the "Initial Term").

   After the Initial Term, the Agreement will automatically renew on a month-to-month basis unless terminated in writing by either the Receiver or the Consultant before the first day of any monthly automatic renewal. (the "Renewal Term").

2. Duties: The Consultant will provide the Receiver with such advice and assistance as the Receiver may request in connection with the receivership proceeding, which will include, *inter alia*, (i) assisting the Receiver in identifying potential purchasers for Mednow Inc. and its subsidiaries, (ii) responding to inquiries from potential purchasers, (iii) preparing and/or providing documentation to potential purchasers to conduct due diligence, (iv) safeguarding the documents related to the business in your possession and making same available to the Receiver, on a reasonable request basis, (v) assisting the Receiver in negotiating the terms of the divestiture, (vi) making recommendations, (vii) assisting the Receiver in fulfilling its duties and obligations as determined in the Receivership Order; and (vii) assisting the Receiver in the overall operations of the business.

You shall carry out such duties diligently and professionally.

3. Exclusions: The Consultant will not, during the tenure of this Agreement, enter into any contracts, whether written or oral, sign any cheques or disburse any funds, offer employment or terminate any employees, enter into purchase arrangements, order any inventory or undertake any other arrangements which may impair or give rise to a liability to the Receiver without the Receiver's express written consent to the performing of such duty.

4. Contract Rate: The Receiver shall pay the Consultant an amount of $20,160 per month (the "**Contract Rate**") during the Original Term and, if applicable, the Renewal Term, plus goods and service tax, if applicable. Payment of the Contract Rate will be subject to the availability of cash on hand with the Receiver and subject to a general reserve amount, determined solely at the discretion of the Receiver, to meet future obligations and the charge for professional fees and costs (the "**Administrative Charge**") as provided for in the Receivership Order (the "**Cash Availability Test**"). Any Contract Rate amount deferred will be accumulated and paid at the month end following, subject to the Cash Availability Test. If the contract is terminated either by expiry or operation of this Agreement, the cumulative unpaid Contract Rate plus the final Contract Rate to the termination date will be immediately payable, subject to the Cash Availability Test. Payments of such amounts shall be made payable to and paid on the last day of each month.

5. Expenses: During the Original Term and, if applicable, the Renewal Term, the Receiver will reimburse you every month for all reasonable travel, parking and other business-related expenses directly related to the performing of your duties hereunder upon your completion of an expense report in a form satisfactory to the Receiver (and the submission of appropriate receipts) and subject to the Cash Availability Test.**6. Employment:** The Consultant now represents and warrants that it is an employee with and will remain within the capacity of same throughout this Agreement. Should your contract with **10937681 CANADA CORP.** terminate for any reason, this Agreement may be immediately terminated at the option of the Receiver. You also represent and warrant that to the best of your knowledge, your entering into this Agreement will not breach any contract that you have with **10937681 CANADA CORP.**

7. Independent Contractor: By agreeing to the terms of this Agreement, you acknowledge that you are not an employee of the Receiver, but, rather, an independent contractor. You also acknowledge that (subject to paragraph 1) the Receiver has no obligation to provide you with any notice of termination of this Agreement or pay in lieu of such notice other than those payments to which you are entitled pursuant to paragraphs 4 and 5 above.

In consideration of the payments provided herein, You further declare and acknowledge that you have no claim of any nature or kind to any entitlement whatsoever from the Receiver other than the payment of the compensation as set out in this Agreement. You also agree that you are not entitled to and will not participate in any pension or benefit plan maintained by the Receiver for its employees.

8. Record Retention: You hereby agree to safeguard and protect by all reasonable means all documents, papers, agreements, and other information relating to Mednow Inc., operations of Mednow Inc., corporate records, or any other matter relevant to Mednow Inc., arising before or after the coming into force of this Agreement, whether written, electronic or otherwise, in a safe location on and for the benefit of the Receiver. You further agree and undertake to deliver to the possession of or make available to the Receiver all documents, papers, agreements, and other information when reasonably requested by the Receiver.

9. Indemnity: You hereby confirm and agree that no taxes or other amounts will be deducted or withheld from any amounts payable under this Agreement. You agree that you shall be liable for all federal and provincial income taxes or other amounts payable in respect of all amounts payable under this Agreement and you agree to indemnify and save harmless the Receiver and any of its officers, directors or servants from any and all claims, charges, taxes, penalties or demands for any taxes or levies arising out of or relating to your failure to make all required income tax remittances or any and all other remittances in respect of the Receiver's payments to you pursuant to this Agreement.

10. Confidentiality: By accepting the terms of this Agreement you hereby agree to keep all of the terms of this Agreement confidential. In addition, you agree to keep any information provided to you or obtained by you while performing your duties under this Agreement confidential. You agree to indemnify and save harmless the Receiver and any of its agents, employees, officers or directors from any claims, losses, or damages which the Receiver may suffer as a result of your failing to comply with the provisions of this paragraph.

11. Assignment: This Agreement may not be assigned by you. This Agreement may be assigned by the Receiver with your consent and, if assigned, shall ensure the benefit of the assignee and shall remain binding and enforceable against you.

12. Success Fee: Upon the successful sale to any party during the term of this Agreement or within 3 months after the termination of this Agreement, the Consultant shall be entitled to a one-time success fee of $25,000 (the "**Success Fee**"). The Success Fee shall be payable within 7 days of the completion of the sale, subject to the Cash Availability Test as defined in Paragraph 4 of this Agreement. The Success Fee shall be in addition to any other compensation or reimbursement in this Agreement.

If you agree with the terms and conditions provided in this letter, please execute the acknowledgement portion set out below and return one copy of this letter to the Receiver. Upon your execution of the acknowledgement portion of this letter, this letter will become a binding agreement between the Receiver and you, enforceable against each such party in accordance with its terms.

Yours very truly,

ERNST & YOUNG INC.,
in its capacity as Receiver of
Mednow Inc. et al

DocuSigned by:
Kevin Brennan
D2B1CDCFC72B4A9...

By: ____________________
Name: Kevin Brennan, CA●FCIRP, FCIRP, LIT
Title Senior Vice President
10/31/2023

The undersigned hereby accepts and agrees to all of the abovementioned provisions as of this 31st day of October 2023.

10937681 CANADA CORP.

Per:

DocuSigned by:
David Marantz
FE773CAF5C98434...

____________________ 10/31/2023
David Marantz as Consultant

Appendix B

Ernst & Young Inc.
1133 Melville Street
Vancouver, BC V6E 4E5

Tel: +1 604 891 8200
Fax: +1 604 899 3530
ey.com/ca/Mednow

Notice and Statement of the Receiver
(Subsections 245(1) and 246(1) of the Act)

The receiver gives notice and declares that:

1. On the 3rd day of November 2023 (the "**Receivership Date**"), Ernst & Young Inc. was appointed Receiver and Manager (the "**Receiver**") without security, of all of the assets, undertakings and property of each of Mednow Inc. and thirteen of its subsidiaries (the "**Property**") (collectively, "**Mednow**"). A list of the subsidiaries included in the within receivership proceedings is attached as **Appendix** "**A**".

2. The net book value of the Property, as indicated below, represents the values indicated on the unaudited financial statements provided by management on the Receivership Date (unless otherwise stated).

Summary of Assets

		Net Book Value
Cash[1]	$	67,667
Accounts Receivable[2]		383,446
Other Receivables[2]		171,551
Prepaids[2]		555,002
Inventory[2]		350,320
Due from Raji's Pvt Co. [2]		673,368
Fixed Assets[2]		1,455,630
ROU Assets[2]		1,633,479
Intangible Assets[2]		745,064
License Fees[2]		27,208
Total	**$**	**6,062,735**

Notes:
1) Cash balance obtained from the Debtor's books and records as at the Receivership Date.
2) Net book values obtained from the Debtor's books and records as at July 31, 2023. The Receiver has not yet performed an assessment of the fair market value of the assets.

3. Ernst & Young Inc. became a receiver of the Property described above by virtue of being appointed by the Supreme Court of British Columbia pursuant to an order (the "**Order**") made on the Receivership Date, in Action No. S-237444 (Vancouver Registry). A copy of the Order can be found on the Receiver's website at:

   www.ey.com/ca/Mednow

4. The Receiver took possession and control of the Property described above on the Receivership Date.

5. The following information relates to the Receivership:

   (a) Addresses of the insolvent person:

   Mednow Ontario Limited (East):
   1640 Bloor St. West
   Toronto, Ontario
   M6P 1A7

   Mednow Pharmacy Inc. (West):
   4484 Main St.
   Vancouver, British Columbia
   V5V 3R3

   (b) Principal line of business:

   Mednow is a publicly traded healthcare technology company offering virtual access through online accessibility. Mednow provides virtual pharmacy and telemedicine services as well as doctor home visits through an interdisciplinary approach to healthcare. Mednow's services include at-home delivery of medications, nurse practitioner and doctor consultations both online and in a patient's home, and a digital interface to transfer and refill prescriptions and get consultation from pharmacists related to prescriptions and overall pharmacy needs via virtual chat.

   (c) Location(s) of business:

   Mednow has locations at the addresses stated above and a franchisee operated location in Saint-Laurent, Quebec.

   (d) The approximate amounts owed by the insolvent person to each creditor who holds security on the Property described above:

   *Refer to **Appendix** "**B**" for details.*

   (e) The list of other creditors of the insolvent persons and the amount owed to each creditor and the total amount due by the insolvent persons, according to the Debtors' trade payable records provided on the Receivership Date, is as follows:

   *Refer to **Appendix** "**B**" for details.*

   (f) The intended plan of action of the Receiver during the Receivership, to the extent that such a plan has been determined is as follows:

   *The Receiver will carry on the operations of Mednow. The Receiver will commence a Court approved sales process (a "**SISP**"), the purpose of which is to identify parties interested in purchasing the Property. The Receiver understands that a group of interested stakeholders (including the former Chairperson of the Board and Chief Executive Officer of Mednow Inc.) intend to submit an offer to purchase the assets and undertakings of Mednow on an accelerated basis. The Receiver expects an outcome from the sales process in or around early 2024.*

(g) Contact person for Receiver:

Mr. Kaleb Dekker
Phone: 604-648-6716
Fax: 604-899-3530
E-mail: Kaleb.Dekker@parthenon.ey.com

Dated at Vancouver this 10th day of November 2023.

ERNST & YOUNG INC.
In its capacity as Receiver of Mednow
and not in its personal capacity

Per:

Peter Venetsanos, CPA, CA, CIRP, LIT
Vice President

Appendix "A"
List of Subsidiaries

2716725 Ontario Inc.
10111132 Manitoba Ltd. (DBA Mednow MB)
Mednow Clinic Services 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.

Appendix "B"
Mednow Inc. et al. (the "Company")
Creditors List as at November 3, 2023 (Preliminary and Unaudited)
as prepared by the Company

SECURED CREDITORS		
Creditor Name		**Claim Amount**
Alirey Corp.		$ 3,256,650.00

UNSECURED CREDITORS		
Creditor Name		**Claim Amount**
1770870 Ontario Inc. (Chris Fisher)		$ 20,717.42
9420-7164 Quebec Inc. (Dobrin)		$ 108,759.15
Agence Du Revenu Du Canada		TBD
Air Miles		$ 9,981.74
Alan Mihic		$ 9,763.60
Amplemarket		$ 7,906.00
BCF Business Law		TBD
Beanfield Metroconnect		$ 791.00
Bell Canada (300161510)		$ 146.36
Bell Canada (416-630-6712)		$ 62.86
Bell MTS Security and Automation		$ 78.39
BLG		$ 4,400.79
BMO		$ 30,000.00
BMO Mastercard		$ 4,867.52
Broadridge		$ 540.75
Brownstone Security Systems Inc.		$ 197.75
Business Wire		$ 26,905.30
Canada Post		$ 567.15
Canada Revenue Agency		TBD
Capital Property Management		$ 3,651.91
Carleon Consulting		$ 5,750.00
Chorus Call Canada Corp		$ 287.86
Cintas		$ 309.91
Cintas		$ 147.22
Create Compounding Pharmacy		$ 3,354.01
Donnelley Financial Solutions Canada Corporation		$ 7,930.21
DR DUKHOVNY		-$ 176.55
DR LLANO		$ 115.68
DR MUHAMMAD		$ 115.68
DR ROSENTHAL		$ 123.59
DR WELLAND		$ 176.55
Dream Industrial LP		$ 49,998.18
DuMoulin Black LLP		$ 65,598.13
Eastern Avenue Film Studio's LP		$ 166,975.74
Employee #1 c/o Frank Portman		TBD
Employee #2 c/o Local Registrar		TBD
Employee #3 c/o Parmbir Gill		TBD
Employee #4 c/o Parmbir Gill		TBD
Employee #5 c/o Local Registrar		TBD
Endeavor Trust Corporation		$ 630.00

Appendix "B"
Mednow Inc. et al. (the "Company")
Creditors List as at November 3, 2023 (Preliminary and Unaudited)
as prepared by the Company

Future Axis		$	1,388.21
Genesys Laboratories Inc.		$	1,875.00
George Waggott Professional Corporation		$	30.60
Gilead Science Canada Inc.		$	1,319,000.00
Google Adwords		$	0.01
Gravitas Securities Inc.		$	10,000.00
HepCure		$	750.00
Hicks Morley		$	31,400.44
HP Bloor Street Ltd		$	54,549.00
HUB International HKMB Limited		$	8,654.60
HUB International Insurance		-$	397.00
Hybrid Financial Ltd		$	23,625.00
Imperial Distributors Canada Inc.		$	797.28
Iron Mountian		$	118.01
Iron Mountian		$	973.30
Jamp Pharma		$	18,506.60
Jan Pro Vancouver		$	262.50
J. Graham Martinelli Field LLP		TBD	
JNW Enterprises		$	255,588.66
Johnston Shaw Inc		$	5,650.00
Jones Healthcare Group		$	368.70
Karim Vellani Medicine Professional Corporation		$	50,358.71
KPMG		$	26,676.54
Mckesson Automation Canada Corporation		$	4,404.21
Mckesson Canada Automation - Pacmed		$	117,087.00
Medallion Corporation		$	22,129.00
Medtel Software Ltd.		$	168.93
Miller Thomson Lawyers		$	5,650.00
Ministry of Finance		TBD	
Mitte Health Inc.		$	3,620.14
MNP		$	308,104.68
NexgenRx Inc		$	16,551.37
Nicole Deziel		$	250.00
Osler, Hoskin & Harcourt LLP		$	43,272.45
Pamela Morrone		$	5.71
Peel Chrysler Plymouth Inc		$	26,264.84
Pharmalieve Services		$	3,374.62
Pineapple Express Delivery		$	2,850.99
Raji Al-Kurdi Pharmacien Inc.		-$	1,296.75
Raji Al-Kurdi Pharmacien Inc.		$	14,087.51
Reconstruct LLP		$	6,354.18
Robert Half		$	10,119.15
Rogers Cable		$	202.71
SHERYL DHILLON CONSULTING INC		$	1,837.50
SmartCentres Real Estate Invenstment Trust		$	459,870.44
Solium Capital ULC		$	8,870.50
SR Fax		$	46.73

Appendix "B"
Mednow Inc. et al. (the "Company")
Creditors List as at November 3, 2023 (Preliminary and Unaudited)
as prepared by the Company

SRCO Professional Corporation		$	8,014.79
Stewart McKelvey		$	137.86
Studio Labs		$	3.12
Tanya Ter Keurs		$	1,950.00
Telus		$	90.40
Telus		$	1,606.87
Telus Health Solutions Inc- Assyst		$	1,101.00
Telus Health Solutions Inc- Assyst		$	1,098.00
TELUS Health Solutions Inc.		$	1,008.20
TELUS Health Solutions Inc.		$	1,596.13
Telus Health Solutions Inc.		$	8,867.52
TELUS Health Solutions Inc.		$	1,288.85
TELUS Health Solutions Inc.		$	324.31
Telus Health Solutions Inc. - Kroll		$	5,569.00
Telus Health Solutions Inc. - Kroll		$	6,086.00
Three Point Turn Inc.		$	86,516.30
Tru Diagnostic for DNA kits		$	8,476.00
TruDiagnostic		$	6,538.24
UP247 Solutions		$	813.60
Waste Control Services		$	125.06
Well EMR Group		$	985.36
Total Unsecured Creditors		$	3,536,872.58

TOTAL CREDITORS	$	6,793,522.58

(1) AP amounts are as obtained from Company records. The receiver has not reviewed or audited the balances listed.

Appendix C

NORTON ROSE FULBRIGHT

November 13, 2023

Sent By Email

Ernst & Young Inc.
1133 Melville St., Suite 1900
Vancouver, BC V6E 4E5

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930
nortonrosefulbright.com

James Renihan
+1 416.216.1944
james.renihan@nortonrosefulbright.com

Our reference Your reference

Dear Sirs/Madames:

Receivership of Mednow Inc.

We are counsel to Gilead Sciences Canada, Inc, which is a creditor of both Mednow Inc. and Mednow Ontario Inc. in the amount of $1,540,000 plus interest and costs. Gilead commenced an action against Mednow and Mednow in Ontario in September. A copy of that claim is attached as Exhibit “P” to the first affidavit of Amir Ali Reyhany-Bozorg, filed as part of Alirey Corp.’s petition to appoint Ernst & Young as the receiver of Mednow and related entities.

From the petition materials, Gilead understands that Alirey claims to hold a secured debt of $3,256,650 against the debtor group. Alirey is related to the Mednow entities, and Mr. Reyhany-Bozorg’s affidavit is surprisingly sparse regarding some key aspects of the alleged debtor-creditor relationship between Alirey and the Mednow entities. The situation causes concern to Gilead, which holds a sizable unsecured debt.

So Gilead can consider its position and determine whether to oppose the relief that Alirey seeks on November 21, please promptly provide the following documents and information:

1. Copies of bank statements evidencing that Alirey in fact advanced to Mednow the monies that it claims to have advanced, as the petition contains no proof of this whatsoever.

2. Specifics of the funds Alirey claims to have advanced to Mednow subsequent to February 8, 2023. Mr. Reyhany-Bozorg’s affidavit claims that $400,000 was advanced, but does not provide a date (it appears to have been in August 2023), and then simply asserts that “further funds were advanced” without providing any particulars whatsoever.

3. Copies of all documents pursuant to which Alirey advanced sums subsequent to the $1,800,000 apparently advanced on or about February 8, 2023. Mr. Reyhany-Bozorg’s affidavit does not contain the alleged debentures issued subsequent to February 8. 2023, nor any other agreements that might exist in relation to what appears to be more than $1 million in advances.

4. Copies of all meeting minutes and resolutions pursuant to which Mednow approved these related-party transactions with Alirey. Only a consent resolution for the February 8 advance has been produced, and it is not clear which matters Mr. Reyhany-Bozorg voted on at that meeting.

Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada.

Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com.

5. Correspondence with the TSX regarding the issuance of convertible debentures to Alirey, as well as any approvals granted by the TSX for issuances subsequent to February 8, 2023.

Gilead may seek further information going forward, but the above is of critical importance in allowing Gilead to take a position on the pending attendance. We would appreciate your prompt response, given the short timelines.

Yours very truly,

James Renihan
Partner

JR

Cop(y/ies) to: Dennis K. Fitzpatrick, Burns Fitzpatrick LLP, counsel for Alirey Corp.

DocuSign Envelope ID: 865ED497-99CE-44A7-BB3F-A7799F5E74B7

McCarthy Tétrault LLP
Suite 2400, 745 Thurlow Street
Vancouver BC V6E 0C5
Canada
Tel: 604-643-7100
Fax: 604-643-7900

Lance Williams*
Partner
Direct Line: (604) 643-7154
Email: lwilliams@mccarthy.ca
Law Corporation

Assistant: Katerina Doumakis
Direct Line: (604) 643-7910
Email: kdoumakis@mccarthy.ca

November 16, 2023

Via Email (james.renihan@nortonrosefulbright.com)

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, Ontario M5K 1E7

Attention: James Renihan

Dear Sir:

Re: Receivership of Mednow entities

Please be advised that we are counsel Ernst & Young Inc. in its capacity as court-appointed receiver of the assets and undertakings of the Mednow entities (the "**Receiver**"). Please direct all further correspondence to our office.

We are in receipt of your letter of November 13, 2023. We understand that counsel to the secured creditor will be responding to a number of your questions.

The Receiver has not conducted a security review or otherwise investigated the matters you set out in your letter at this stage. The Receiver anticipates conducting a review of the secured creditor's debt and security either in relation to a sales process (should the secured creditor pur sue a credit bid), or in conjunction with adjudicating claims for a distribution. While the Receiver would not normally undertake the detailed review you set out in the normal course, it will of course follow whatever directions are received from the court. Parties are welcome to make submissions to the court regarding what further investigations they believe should be undertaken by the Receiver.

Yours truly,

McCarthy Tétrault LLP

DocuSigned by:
0B38D88CABCB430...
Lance Williams*

LW

cc Client

Appendix D

Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 100-463

November 15, 2023

VIA EMAIL (kaleb.dekker@parthenon.ey.com)

Ernst & Young Inc.,
in its capacity as the receiver of Mednow Inc. et al.
1133 Melville Street
Vancouver, BC V6E 4E5

Attention: Mr. Kaleb Dekker

Dear Sir:

Re: Indebtedness and obligations of Mr. Ali Reyhany Bozorg (D&O, Mednow Inc.) to HSBC Bank Canada

We represent HSBC Bank Canada (the "**Bank**") in respect of its $1,000,000 loan to Infusicare Canada Inc. ("**Infusicare**") pursuant to a credit facility letter dated March 12, 2020, as amended by an amending agreement dated August 19, 2022 (as amended, the "**Facility Letter**").

We write to advise you of a claim by the Bank against (i) Mednow Inc. ("**Mednow**"), and (ii) Mr. Ali Reyhany Bozorg in his capacity as director and officer of each of Mednow Inc. and Infusicare, including arising through a series of payments made by Infusicare to Mednow as set out below.

We would like to arrange a time to discuss this with you, and to obtain information on any insurance policies in respect of Mednow and/or its directors and officers for the period November 30, 2021 to the present time.

Background to the Claim

Mednow is the ultimate parent of Infusicare through Mednow Pharmacy Services Inc.
Mednow acquired Infusicare in December of 2021 (the "**Transaction**"). At the time of its purchase of Infusicare for a cash payment of $1.85 million: (i) Infusicare generated $9.3 million in revenue and $400,000 in profits, and (ii) Mednow publicly attributed significant goodwill to Infusicare's business as part of its public reporting.

In or around May 2023, Infusicare advised the Bank that it was unable to meet its obligations as they came due and began the process of winding-down its operations. Infusicare no longer operates as a going concern.

Based on the books and records of Infusicare and its bank records, during the seven-month period between November 7, 2022, and May 30, 2023, Infusicare transferred $1,728,000.00 to its parent Mednow. During the same time period, Mednow transferred $281,320.40 to Infusicare. The net transfers by Infusicare to Mednow totaled $1,446,679.60. It appears that Infusicare and Mednow caused Infusicare to remit cash to its parent Mednow for an amount approximately the purchase price paid by Mednow pursuant to the Transaction whereby it acquired the shares of Infusicare, while at the same time leaving the indebtedness owing to Infusicare's secured creditor unpaid.

Despite repeated requests, no credible reason has been provided to the Bank as to the basis for any transfers from Infusicare to Mednow during the period immediately preceding Infusicare's wind-down.

At all relevant times, Mr. Bozorg was a director and officer of both Mednow and Infusicare. It does not appear that any corporate distinction was maintained as between Infusicare and Mednow during the relevant times.

These transfers of cash from Infusicare to Mednow were oppressive and without any legal basis, caused Infusicare to become insolvent, and therefore unable to repay its secured loan to the Bank.

The Bank has reason to believe that Mr. Bozorg, Mednow and Infusicare induced the Bank into advancing and/or continuing to provide the loan to Infusicare, before effectively hollowing out all of the value of Infusicare for the benefit of Mednow. Given the non-arms' length nature of the relationship between Mednow and Infusicare, these improper payments received by Mednow are reviewable transactions. The Bank is in the process of considering various steps that may be taken against Mr. Bozorg, Mednow and anyone who may have been a director and officer of Mednow and Infusicare at any relevant time period, including since the Transaction.

We would appreciate an opportunity to discuss the above with you at your earliest opportunity. In addition, please advise as to all insurance policies that exist in respect of Mednow and its directors and officers.

Yours truly,

Thornton Grout Finnigan LLP

Puya Fesharaki

cc: D.J. Miller, *Thornton Grout Finnigan LLP* (via email)
Tanja Deric, *HSBC Bank Canada* (via email)

Thornton Grout Finnigan LLP
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Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 100-463

November 29, 2023

VIA EMAIL (ljonak@burnsfitz.com)

Ali Reyhany
c/o Burns Fitzpatrick LLP
Suite 400, 570 Granville Street
Vancouver, BC V6C 3P1

Attention: Ali Reyhany

Dear Sir:

Re: Indebtedness and obligations of Mr. Ali Reyhany Bozorg (D&O, Mednow Inc.) to HSBC Bank Canada

We write in response to your November 24, 2023 letter and further to our November 15, 2023 letter to Ernst & Young Inc. in its capacity as Court-appointed receiver (in such capacity, the "**Receiver**") of Mednow Inc. ("**Mednow**") and its affiliates.

Our letter was addressed to the Receiver, and we will await a reply from Receiver's counsel to advise as to the review of Mednow's books and records and other matters we have raised.

In the interim, as it may also assist the Receiver when it reviews Mednow's books and records, please provide the following information in relation to the points set out in your letter:

(a) please identify the party that Mednow allegedly paid for this inventory, and the full contractual relationship that Mednow has with that supplier. For example, does Mednow also purchase inventory from that party, has it provided any guarantees to that supplier in respect of Infusicare Canada Inc.'s ("**Infusicare**") obligations, such that it was reducing its own obligations? Mednow is the parent of Infusicare and it can make gifts or equity advances to its subsidiary or on its subsidiary's behalf whenever it chooses. It is not entitled to receive the proceeds of sale of collateral subject to HSBC Bank Canada's ("**HSBC**") security, and it does not hold security over Infusicare's assets. We dispute that any such advances were anything more than equity advances, and in any event, the transactions were between related parties;

(b) Mednow had certain common directors and officers to Infusicare. To the extent that Infusicare did not discharge payroll obligations, those also represented obligations of the (common) director(s) and officer(s) of Mednow. Accordingly, any amounts that Mednow allegedly paid were to discharge the obligations of individuals who may have otherwise claimed against Mednow. Further, any alleged advances by a parent holding the shares of a subsidiary are just that – equity advances. Mednow cannot seek to justify the receipt of cash subject to HSBC's security, to reimburse itself for shareholder advances in any such circumstances; and

(c) the Receiver of Mednow will undoubtedly look into any intercompany advances between the parent and its subsidiary, and we will make a further request of the Receiver for any documents that suggest Mednow was entitled to effect payment from Infusicare's assets, at the very least in preference to all other parties, and thereby causing Infusicare to become insolvent.

Yours truly,

Thornton Grout Finnigan LLP

Puya Fesharaki

cc: Lance Williams, *McCarthy Tetrault LLP* (via email)
D.J. Miller, *Thornton Grout Finnigan LLP* (via email)

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mednow

November 24, 2023

Thornton Group Finnigan LLP
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7
Attention: Puya Fesharaki

Re: Intercorporate Debt between Mednow Inc. as Lender and Parent Corp. of Infusicare Canada Inc. ("Infusicare") and London Pharmacare Inc. ("London") (the "Intercorporate Debt")

We have your letter of November 15, 2023 to EY Parthenon, attention: Kaleb Dekker.

We will retain counsel to Mednow Inc., and will respond to your letter in due course. At that time, we will be in a position to review the account balances referred to in your letter. Please provide a copy of the detail behind the account balances you refer to. In the meantime, we make some immediate observations.

During the relevant period, Mednow Inc. (or other Mednow entities) paid the following amounts on behalf of Infusicare which are not reflected in your letter:

a. Mednow Inc. paid for inventory which was delivered to Infusicare in the amount of $839,000;

b. Mednow Inc. discharged payroll obligations for Infusicare in the amount of $134,000; and

c. There were intercorporate advances from Mednow Inc. to Infusicare of $351,320 which may or may not be accounted for in the transfers of $281,320.40 referred to in your letter.

In the result, the offsets to the advances are properly calculated at approximately $1,325,000.

Infusicare's revenue for the fiscal year ended July 2022 was $6,500,000 which represents 39% of the sales of the Mednow Group. Infusicare must necessarily contribute to the head office and overhead costs as a whole.

Overall, this relates to a claim against Mednow Inc. on intercorporate debt of about four hundred thousand dollars, which will be offset by its share of the overhead, and other valid expenses which are required to operate that business.

Ali Reyhany

Signature of Mednow Inc
Per Ali

cc: EY Parthenon, Attn: Peter Venetsanos, Kevin Brennan
McCarthy Tétrault LLP, Attn: Lance Williams

Appendix E

SALE PROCESS

Introduction

On November 3, 2023, the Supreme Court of British Columbia (the "**Court**") granted an order (the "**Receivership Order**") in Action No. S-237444, Vancouver Registry, which, among other things, appointed Ernst & Young Inc. as the receiver and manager (in such capacity, the "**Receiver**") of the assets, undertakings and property (collectively, the "**Property**") 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., and Mednow Virtual Care Ltd. (collectively, the "**Debtors**") and granted the Receiver the authority to list, market and sell the Property.

On December 6, 2023, the Court granted an order (the "**Sale Process Order**"), *inter alia*, authorizing the Receiver to market and sell the Property in accordance with the Sale Process Order and the sales process set out herein (the "**Sale Process**") and approving the Stalking Horse Asset Purchase Agreement (the "**Stalking Horse Bid**") pursuant to which Alirey Corp. and 1000699590 Ontario Inc. (collectively, the "**Stalking Horse Bidder**") agreed, among other things, to: (i) act as a "stalking horse bidder" in the context of this Sale Process; and (ii) if the Stalking Horse Bid is determined to be the Successful Bid (as defined herein), to complete the transaction contemplated by the Stalking Horse Bid on the terms and conditions set out therein, under which the Stalking Horse Bidder will make a credit bid in respect of substantially all of the Property of the Debtors (the "**Stalking Horse Transaction**").

The Sale Process Order, this Sale Process, and any subsequent order issued by the Court pertaining to the Sale Process shall exclusively govern the process for soliciting and selecting bids for the sale of all or substantially all of the Property, or such part of the Property as the Receiver may determine in its sole discretion.

Without limiting the powers of the Receiver pursuant to the Receivership Order, Sales Process Order, or otherwise, the Receiver shall be at liberty to consult with the such creditors, employees, and other stakeholders as it deems appropriate.

Capitalized terms used and not otherwise defined herein shall have the definitions ascribed to them in Schedule "A" hereto.

Unless otherwise indicated, any event occurring on a day that is not a Business Day shall be deemed to occur on the next Business Day.

Sale Solicitation Process

1. This Sale Process describes, among other things: (a) the manner in which Prospective Bidders (as defined herein) may gain access to due diligence materials concerning the Property; (b) the manner in which bids are to be submitted, received and negotiated; (c) the process for the ultimate selection of one or more successful bids; and (d) the process for the approval thereof by the Court.

2. The Receiver shall conduct the Sale Process, which may involve additional intermediate steps or transactions to facilitate closing of a sale, as required, including obtaining such additional Court orders as may be necessary.

3. In the event that there is a disagreement or clarification required as to the interpretation or application of this Sale Process, the Stalking Horse Bid, the Sale Process Order, or the responsibilities of the Receiver thereunder, the Court will have the jurisdiction to hear such matters and provide advice and directions upon the application of the Receiver, the Stalking Horse Bidder, or any interested party with a hearing on no less than two (2) Business Days' notice.

4. The key dates for this Sale Process, as described in further detail below, are as follows:

Date	Milestone
The latter of: (i) December 12, 2023; or (ii) six (6) days following the pronouncement of the Sale Process Order.	Commencement Date, as defined in paragraph 9 below
5:00 pm (Vancouver time) on January 26, 2024, being forty-five (45) days following the targeted Commencement Date	Phase 1 Bid Deadline, as defined in paragraph 16 below
Six (6) Business Days after the Phase 1 Bid Deadline	Qualified LOI Assessment Deadline, as defined in paragraph 19 below
5:00 p.m. (Vancouver time) on March 4, 2024	Phase 2 Bid Deadline, as defined in paragraph 21 below
5:00 p.m. (Vancouver time) on March 25, 2024	Definitive Agreement Deadline, as defined in paragraph 26 below
By no later than May 31, 2024	Completion Date, as defined in Schedule "A" hereto

"As Is, Where Is"

5. The sale of the Property will be on an "**as is, where is**" basis and without surviving representations, warranties, covenants, or indemnities of any kind, nature, or description by the Debtors, the Receiver, or any of their directors, officers, agents, advisors, or other professional advisors, except to the extent expressly set forth in any relevant Definitive Asset Purchase Agreement (as defined herein).

Free of Any and All Claims and Interests

6. In the event of a sale, all of the rights, titles, and interests of the Debtors in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, claims, charges, options, royalties, interests, or other encumbrances thereon and there against (collectively, the "**Claims**"), pursuant to an approval and vesting order (the "**Approval Order**") to be made by the Court. Contemporaneously with such Approval Order being made, all such Claims, to the extent valid and enforceable, shall attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of

action regarding priority, validity, or enforceability thereof), except to the extent otherwise set forth in the relevant Definitive Asset Purchase Agreement (as defined herein).

Solicitation of Interest

7. As soon as reasonably practicable after the granting of the Sale Process Order, the Receiver will prepare a list of prospective bidders. Such list will include parties who, in the reasonable business judgment of the Receiver, may be interested in and have the financial capacity to acquire some or all of the Property (the "**Prospective Bidders**").

8. Concurrently, the Receiver will prepare an initial offering summary (the "**Teaser**") notifying Potential Bidders of the existence of the Sales Process and inviting the Prospective Bidders to express their interest in making an bid to purchase the Property.

9. This Sale Process shall commence on the latter of: (i) December 12, 2023; or (ii) six (6) days following the pronouncement of the Sale Process Order (such date, as applicable, being the "**Commencement Date**"). The Receiver shall commence the distribution of the Teaser and form of NDA to Prospective Bidders on, or as soon as reasonably practicable following, the Commencement Date.

10. In addition, the Receiver may place advertising with such publications as it, in its reasonable business judgment, believes may assist in identifying other interested parties.

11. Any Prospective Bidders that contact the Receiver will be sent a blank NDA, in form and substance acceptable to the Receiver, which shall inure to the benefit of the Debtors and any purchaser of the Property.

Participation Requirements

12. Unless otherwise ordered by the Court, any Person who wishes to participate in this Sales Process must deliver the following to the Receiver:

    (a) an executed NDA;

    (b) a specific indication of the anticipated sources of capital and/or credit for such Person and satisfactory evidence of the availability of such capital and/or credit so as to demonstrate that such Person has the financial capacity to complete a transaction; and

    (c) an executed letter acknowledging receipt of a copy of the Sales Process Order (including this Sales Process) and agreeing to accept and be bound by the provisions contained therein.

13. If, in the opinion of the Receiver, a Person has complied with each of the requirements described in paragraph 12, such Person shall be deemed a "**Potential Bidder**" hereunder.

14. The Receiver will provide a confidential information memorandum describing the opportunity to acquire the Property as soon as practicable after the determination that such Person is a Potential Bidder. Each Potential Bidder shall also have such due diligence access to materials and financial, tax, and other information relating to the

Property as the Receiver deems appropriate, including access to any online data room created for the Sales Process.

15. The Receiver is not responsible for, and will have no liability with respect to, any information obtained by any Potential Bidder. The Receiver and its advisors do not make any representations or warranties whatsoever as to the information or the materials provided.

Phase 1 Bid Deadline

16. A Potential Bidder will be deemed a "**Qualified Bidder**" if, in the opinion of the Receiver, such Potential Bidder submits a non-binding letter of intent to the Receiver (a "**Qualified LOI**") at anytime before 5:00 pm (Vancouver time) on January 26, 2024 (the "**Phase 1 Bid Deadline**"). A non-binding indication of interest will only qualify as a Qualified LOI in the event that it contains, meets or includes all of the following:

(a) it is received by the Receiver on or before the Phase 1 Bid Deadline;

(b) it includes a summary of:

i. the type and amount of consideration to be paid by the Qualified Bidder;

ii. the Property included in the transaction;

iii. the structure and financing of the transaction (including, but not limited to, the sources of financing and evidence of the availability of such financing);

iv. any anticipated corporate, shareholder, internal, or regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;

v. any additional due diligence required or desired to be conducted prior to the Phase 2 Bid Deadline (as defined herein), if any;

vi. any conditions to closing that the Qualified Bidder may wish to impose; and

vii. any other terms or conditions of the transaction which the Qualified Bidder believes are material to the transaction;

(c) it provides for the completion of the transactions contemplated therein on or before the Completion Date; and

(d) such other information reasonably requested by the Receiver.

17. The Receiver may waive non-compliance with any one or more of the requirements specified in paragraph 16 of this Sales Process and may deem any non-compliant letter of intent to be a Qualified LOI.

18. Notwithstanding paragraph 16 of this Sales Process, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes under, and at all times in connection with, this SISP.

19. The Receiver will assess any Qualified LOIs received and will determine whether or not there is a reasonable prospect that the one or more Qualified LOI(s) will likely proceed to become Qualified Bid(s) (as defined herein) that may, individually or in the aggregate, constitute a Superior Offer (as defined herein). Such assessment will be made as promptly as practicable but no later than six (6) Business Days after the Phase 1 Bid Deadline (the "**Qualified LOI Assessment Deadline**"). In the event that the Receiver determines that one or more Qualified LOIs have been received which have a reasonable prospect of becoming Qualified Bid(s) that may, individually or in the aggregate, constitute a Superior Offer, the Receiver shall notify all Qualified Bidders (including the Stalking Horse Bidder) that they are proceeding to Phase 2 of this Sale Process shall proceed to the next phase more particularly described below.

20. In the event that the Receiver, in accordance with paragraph 19 above, determines that: (i) no Qualified LOI was received, other than the Stalking Horse Bid; or, (ii) at least one Qualified LOI was received but there is no reasonable prospect that any such Qualified LOI(s) will result in a Qualified Bid(s) that may, individually or in the aggregate, constitute a Superior Offer, then: (a) the Stalking Horse Bid shall be deemed to be the Successful Bid hereunder; and (b) the Receiver shall (i) forthwith terminate this Sale Process, (ii) notify each Qualified Bidder (if any) that this Sale Process has been terminated, and (iii) within six (6) Business Days, file an application with the Court seeking approval, after notice and hearings, to implement the Stalking Horse Transaction.

<u>Phase 2 Bid Deadline</u>

21. In order to continue to participate in this Sales Process after the Phase 1 Bid Deadline, a Qualified Bidder must deliver a binding and definitive agreement to the Receiver (a "**Qualified Bid**") by no later than 5:00 p.m. (Vancouver time) on March 4, 2024 (the "**Phase 2 Bid Deadline**"). A binding offer will only qualify as a Qualified Bid in the event that it contains, meets or includes all of the following:

    (a) it is received by the Receiver on or before the Phase 2 Bid Deadline;

    (b) it includes a fully binding and definitive agreement, duly authorized and executed purchase and sale agreement, together with all exhibits and schedules thereto, and such ancillary agreements as may be required with all exhibits and schedules thereto (a "**Definitive Asset Purchase Agreement**"), subject to such amendments as may be agreed to by the Receiver and the applicable Qualified Bidder by the Definitive Agreement Deadline (as defined herein); and further provided that a Definitive Asset Purchase Agreement submitted on the Phase 2 Bid Deadline may be subject to confirmation and settling of the exhibits and schedules thereto, or such other matters as the Receiver may permit, acting reasonably, as at the Phase 2 Bid Deadline;

    (c) it clearly sets forth the purchase price in Canadian dollars, stated on a total enterprise value basis (including the cash and non-cash components thereof, the sources of such capital, evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable);

(d) it is irrevocable until the latter of: (i) sixty (60) days following the Phase 2 Bid Deadline, or (ii) the Approval Hearing (as defined herein);

(e) it is accompanied by a blackline comparison to the form of Stalking Horse Bid;

(f) it provides for the completion of the transactions contemplated therein on or before the Completion Date;

(g) it is not conditional on (i) the outcome of unperformed due diligence and/or (ii) obtaining any credit, capital, or other form of financing;

(h) is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Receiver), payable to the Receiver in trust, in an amount equal to ten percent (10%) of the total consideration to be paid, including the cash consideration, the amount to be financed or invested, and/or the amount of debt to be assumed and to be paid pursuant to the Qualified Bid, to be held and dealt with in accordance with this Sales Process, or in the case of a Credit Bidder (as defined herein) an amount equal to ten percent (10%) of the total cash consideration to be paid pursuant to the credit bid and the amount of the Priority Obligations to be assumed;

(i) it includes written evidence of a firm and irrevocable commitment for all required funding and/or financing from a creditworthy Person to consummate the proposed transaction;

(j) it fully discloses the identity of each Person that is bidding or that will otherwise be sponsoring or participating in the Qualified Bid, including the identification of the Qualified Bidder's direct and indirect owners and their principals and the full and complete terms of any such participation;

(k) it includes evidence, in form and substance reasonably satisfactory to the Receiver, of compliance or anticipated compliance with any and all applicable regulatory approvals, the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals; and

(l) such other information reasonably requested by the Receiver.

22. The Receiver may waive non-compliance with any one or more of the requirements specified in paragraph 21 of this Sales Process and may deem any non-compliant Definitive Asset Purchase Agreement as satisfactory for a Qualified Bid.

23. Notwithstanding paragraph 21 of this Sales Process, the Stalking Horse Bid shall be deemed to be a Qualified Bid for all purposes under, and at all times in connection with, this SISP.

Selection of Successful Bid

24. The Receiver will assess any Qualified Bids received by the Phase 2 Bid Deadline. In the event that no Qualified Bid other than the Stalking Horse Bid is received, by the Phase 2 Bid Deadline, then: (a) the Stalking Horse Bid shall be deemed to be the Successful Bid (as defined herein); and (b) the Receiver shall (i) forthwith terminate this Sale Process, (ii) notify each Qualified Bidder that this Sale Process has been terminated, and (iii) within six (6) Business Days, file an application with the Court seeking approval, after notice and hearings, to implement the Stalking Horse Transaction.

25. In the event that the Receiver determines that one or more Qualified Bids constitutes a Superior Offer, the Receiver shall (to the extent there is more than one Superior Offer) select the highest and best Superior Offer (the "**Successful Bid**" and the party submitting such Successful Bid, the "**Successful Bidder**"). Such assessment will be made as promptly as practicable but no later than six (6) Business Days after the Phase 2 Bid Deadline (the "**Qualified Bid Assessment Deadline**"). The Receiver shall advise the Successful Bidder of such determination and all other Qualified Bidders that they are not the Successful Bidder.

26. The finalized Definitive Asset Purchase Agreement in respect of the Successful Bid shall be fully settled, including all exhibits and schedules thereto and all amendments thereto (if any) agreed to by the Receiver and the Successful Bidder, by no later than 5:00 p.m. (Vancouver time) on March 25, 2024 (the "**Definitive Agreement Deadline**"). In the event that the Definitive Asset Purchase Agreement in respect of the Successful Bid has not been so fully settled, with all amendments thereto agreed to, by the Definitive Agreement Deadline, the Receiver may in its discretion, acting reasonably, elect to select another Qualified Bid as the Successful Bid, in which case the Receiver shall seek the Approval Hearing (as defined herein) with respect to such other Qualified Bid and all references herein to the Successful Bid shall be deemed to apply to such other Qualified Bid.

27. The Receiver will file an application to the Court seeking the approval of the Successful Bid within six (6) Business Days of the Definitive Agreement Deadline (the "**Approval Hearing**"). The Receiver shall thereafter complete the transactions contemplated by such selected Successful Bid in accordance with the terms thereof and any order issued by the Court.

28. The Approval Hearing will be held as soon as possible after the selection of the Successful Bid, provided that the Approval Hearing may be adjourned or rescheduled by the Receiver without further notice by an announcement of the adjourned date at the Approval Hearing, or by notice to the service list maintained in these proceedings.

29. All Qualified Bids, other than the Successful Bid, will be deemed rejected on the date of approval of the Successful Bid by the Court.

Deposits

30. All Deposits shall be retained by the Receiver in a trust account with a Schedule I Bank in Canada. If there is a Qualified Bid that constitutes a Successful Bid, the Deposit paid by the Person making such Successful Bid shall be applied to the consideration to be paid by such Person upon closing of the transaction constituting the Qualified Bid.

31. The Deposit(s) of all Persons who made Qualified Bids that were not selected as a Successful Bid shall be returned to such Persons within five (5) Business Days of the Court approves a Successful Bid.

32. If the Person making a Qualified Bid selected as the Successful Bid breaches or defaults on its obligation to close the transaction in respect of Successful Bid, it shall forfeit its Deposit to the Receiver; provided however that the forfeit of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that the Receiver or the Debtors have in respect of such breach or default.

33. If the Receiver is unable to complete the Successful Bid as a result of its own actions and not as a result of steps or conditions contained in the Successful Bid (or the actions of the Successful Bidder) then the Deposit shall be returned to the Successful Bidder.

<u>Notice</u>

34. The addresses used for delivering documents as prescribed by the terms and conditions of this Sales Process are set out in <u>Schedule "B"</u> hereto. All documentation shall be delivered to Receiver by electronic mail, personal delivery, or courier. Persons requesting information about this Sales Process should contact the Receiver at the contact information contained in <u>Schedule "B"</u>.

<u>Reservation of Rights by Receiver</u>

35. The Receiver, in its sole discretion:

(a) may reject, at any time, any bid (other than, for certainty, the Stalking Horse Bid) that is (i) inadequate or insufficient; or (ii) not in conformity with the requirements of this Sale Process or any orders of the Court;

(b) in accordance with the terms hereof, may impose additional terms and conditions or otherwise seek to modify this Sale Process at any time in order to maximize the results obtained;

(c) is not obligated to select the highest bid when determining which Qualified Bid shall be selected as a Successful Bid, provided that in the event a Qualified Bid other than the Stalking Horse Bid is selected as the Successful Bid, such Qualified Bid must constitute a Superior Offer;

(d) in accordance with the terms hereof, may accept bids not in conformity with this Sale Process;

(e) may extend the deadlines contained in this Sale Process; and

(f) may terminate or abandon this Sale Process if the Receiver determines, in its business judgment, that doing so is in accordance with its duties as court-appointed Receiver.

36. At or before the Approval Hearing, the Receiver may impose such other terms and conditions in the negotiation of a Definitive Asset Purchase Agreement as the Receiver

may determine to be in the best interest the Debtors' estate and its creditors, provided that such terms and conditions are not inconsistent with this Sale Process.

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

No Amendment

38. Except as provided herein, there shall be no amendments to this Sale Process, including for greater certainty the process and procedures set out in this document, without the prior written consent of the Receiver unless otherwise ordered by the Court upon application and appropriate notice.

Credit Bid

39. Any secured creditor shall be entitled to participate in the Sales Process as a credit bidder (the "**Credit Bidder**"). For the purposes of any credit bid (each a "**Credit Bid**") submitted by a Credit Bidder, such Credit Bidder shall be entitled to credit all or any portion of its security as part of its bid but must either (a) irrevocably pay, in cash and in full, all of the obligations in priority (the "**Priority Obligations**") to the Credit Bidder's debt, including for reference any amounts that are priority charges (the "**Priority Charges**") under the Receivership Order; or (b) assume or otherwise satisfy any of the Priority Obligations on terms and conditions acceptable to the beneficiary of the security for such Priority Obligations. For greater certainty, any Credit Bid (other than the Stalking Horse Bid) must also constitute a Superior Offer in order to be accepted as the Successful Bid. Any Credit Bid (other than the Stalking Horse Bid) shall be accompanied by a refundable Deposit in the form of a wire transfer (to a trust account specified by the Receiver), payable to the Receiver in trust, in an amount equal to ten percent (10%) of the total cash consideration to be paid pursuant to the Credit Bid and the amount of the Priority Obligations to be assumed. Any such Deposit is to be held by the Receiver and dealt with in accordance with this Sales Process.

Further Orders

40. At any time during this Sale Process, the Receiver may apply to the Court for advice and directions with respect to the discharge of their powers and duties hereunder.

Schedule "A"

Defined Terms

"**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are open for business in the City of Vancouver.

"**Completion Date**" means May 31, 2024, or such later date agreed to in writing by the Receiver.

"**NDA**" means a confidentiality and non-disclosure agreement, in a form and substance acceptable to the Receiver, to be executed and delivered by all parties interested in submitting a bid to purchase some of all of the Property;

"**Person**" means any individual, firm corporation, limited or unlimited liability company general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity.

"**Stalking Horse Bidder Claims**" means all indebtedness, liabilities and obligations owing by the Debtors to the Stalking Horse Bidder.

"**Stalking Horse Priority Obligations**" means any and all indebtedness, liabilities and obligations of the Debtors which rank in priority to the Stalking Horse Bidder Claims and includes, without limitation, any amounts owing under the Priority Charges.

"**Superior Offer**" means a credible, reasonably certain and financially viable offer made by a Qualified Bidder that (i) provides for consideration in excess of the aggregate value of the Stalking Horse Transaction, (ii) provides sufficient cash consideration to permit the Receiver to pay the Expense Reimbursement (as defined in the Stalking Horse Bid), and (iii) the Receiver, with the assistance of its legal advisors, considers to be better than the Stalking Horse Bid. A Qualified Bid will not constitute a "**Superior Offer**" unless it provides for: (a) the indefeasible payment, in full and in cash, of any amounts owing under the Priority Charges; (b) the indefeasible payment, in full and in cash, of Stalking Horse Bidder Claims and any Stalking Horse Priority Obligations along with, in the case of a Credit Bid, any other Priority Obligations in respect of such Credit Bidder, or the assumption or satisfaction of such Stalking Horse Bidder Claims, Stalking Horse Priority Obligations and, if applicable, Priority Obligations, all on terms acceptable to the beneficiaries of the security of such Stalking Horse Bidder Claims, Stalking Horse Priority Obligations and Priority Obligations; and, (c) such other terms and conditions as may be required by the Receiver, acting reasonably. For the purposes of assessment of a Superior Offer, the aggregate value of the Stalking Horse Transaction is estimated to be approximately \$5,500,000 - \$5,800,000.

Schedule "B"

Address for Notices and Deliveries

To the Receiver:

Ernst & Young Inc.
1133 Melville Street, Suite 1900
Vancouver, BC V6E 4E5

Attention: Peter Venetsanos / Kevin B. Brennan
Email: Peter.Venetsanos@parthenon.ey.com / Kevin.B.Brennan@parthenon.ey.com

With a copy to:

McCarthy Tétrault LLP
2400, 745 Thurlow St.
Vancouver, BC V6E 0C5

Attention: Lance Williams / Ashley Bowron / Nathan Stewart / Sue Danielisz
Email: lwilliams@mccarthy.ca / abowron@mccarthy.ca / nstewart@mccarthy.ca / sdanielisz@mccarthy.ca

Appendix F

STALKING HORSE ASSET PURCHASE AGREEMENT

THIS STALKING HORSE ASSET PURCHASE AGREEMENT (this "**Agreement**") is made effective the 30th day of November, 2023.

BETWEEN:

ALIREY CORP. ("**AlireyCo**")
1000699590 ONTARIO INC. ("**1000Co**")

(collectively the "**Purchasers**" or individually a "**Purchaser**")

AND:

2716725 ONTARIO INC., 10111132 MANITOBA LTD. (D.B.A. 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., by and through their court-appointed receiver and manager, ERNST & YOUNG INC., in its capacity as the court-appointed receiver and manager of 2716725 ONTARIO INC., 10111132 MANITOBA LTD. (D.B.A. 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., and not in its personal or corporate capacity

(collectively, the "**Vendor**", and together with the Purchasers, the "**Parties**" and each a "**Party**")

WHEREAS:

A. Pursuant to the Order Made After Application (the "**Receivership Order**") pronounced by the Honourable Justice Walker of the Supreme Court of British Columbia (the "**Court**") on November 3, 2023 in the proceedings under Court File Number S-237444, Vancouver Registry (the "**Receivership Proceedings**"), Ernst & Young Inc. was appointed as the receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and property (collectively, the "**Receivership Assets**") of 2716725 Ontario Inc., 10111132 Manitoba Ltd. (d.b.a. 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 "**Debtors**").

B. Prior to the pronouncement of the Receivership Order, the Debtors became indebted to the Purchasers pursuant to the various loan and security agreements between the Purchasers and the Debtors.

C. The Purchasers have advised the Receiver that they wish to serve as the "stalking horse bidder" in the context of the Sale Process to be undertaken by the Receiver in respect of the Receivership Assets, including the Property.

D. Subject to obtaining (i) the Sale Process Order and, in the event that this Agreement is selected as the Successful Bid, (ii) the Vesting Order and Court Approval, the Purchasers are prepared to purchase the Property from the Vendor, and the Vendor is prepared to sell the Property to the Purchasers, all on an "as is, where is" basis and upon the terms and conditions set out in this Agreement.

E. Terms utilized in these Recitals and defined in this Agreement will, for all purposes of this Agreement, have the meanings respectively ascribed thereto in Section 3.1 or as otherwise defined herein.

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, the Vendor and the Purchasers hereby covenant, acknowledge and agree as follows:

ARTICLE 1 – GENERAL TERMS

1.1 Statement of Purpose of Agreement

The purpose of this Agreement is to provide a "stalking horse credit bid" in the context of the Sale Process, pursuant to which, subject to the terms set out in the Sale Process and the Sale Process Order and in the event that this Agreement is selected as the Successful Bid under the Sale Process, the Purchasers shall pay the Purchase Price to the Vendor, and the Vendor shall sell the Property to the Purchasers.

1.2 Incorporation of Statement of Purpose and Recitals

The foregoing Recitals and the statement of purpose, as set out in Section 1.1, is approved by the Parties and expressly incorporated herein; provided, however, that in the event of any conflict or inconsistency between Section 1.1 and any other term of this Agreement, the other term of this Agreement shall have precedence and be determinative.

1.3 Nominees

The Purchasers may incorporate a company or companies for the purpose of acquiring the Property and serving as the Purchasers' nominee(s) in taking title to such Property, and shall allocate the Property and the Purchase Price as between them, in accordance with a separate agreement between them, to be provided to the Receiver at least five (5) Business Days prior to Court Approval. Notwithstanding the foregoing, the Purchasers may not assign, in whole or in part, any or all of their obligations under this Agreement to any such nominee or any other Person, except in accordance with Section 12.1.

ARTICLE 2 – OFFER AND PURCHASE PRICE

2.1 Offer to Purchase and Purchase Price

The Purchasers hereby offer to purchase (the "**Offer**") from the Vendor the Property, free and clear of all liens, charges, encumbrances and title notations, save and except the Permitted Encumbrances, upon the terms and conditions contained herein and in the Vesting Order. The purchase price to be paid, by the Purchasers to the Vendor for the Property, shall be the aggregate of and shall be paid as follows:

(a) The Purchasers shall credit bid the full amount of the Alirey Loans, being established as approximately $3,561,002.94, as at March 1, 2024, to be adjusted as at the Closing Date to include all amounts accruing or payable thereunder, all of which shall be extinguished upon Closing;

(b) The Purchasers shall assume the following obligations: (i) all of the Debtors' liabilities, indebtedness and obligations under or in connection with the pill machine lease/financing contract, in the estimated amount of $140,000; (ii) all of the Debtors' liabilities, indebtedness and obligations under or in connection with the one leased or financed motor vehicle in respect of which a financing statement has been registered in the Personal Property Registry of British Columbia, in the estimated amount of $25,000; (iii) all accrued obligations of the Debtors relating to vacation pay with respect to the Debtors' current employees; (iv) all rental arrears relating to the Leases; (v) all accrued rent in respect of any other leasehold premises of the Debtors, other than any leaseholds which have been disclaimed within the Receivership Proceedings prior to the Closing Date or leaseholds forming part of the Excluded Assets; and (vi) all accrued obligations owing to McKesson Canada;

(c) The Purchasers shall credit bid the aggregate amount of all Receiver's Certificates due to 1000Co, as adjusted to the Closing Date, including all accrued interest thereon;

(d) The Purchasers shall assume and pay, in full and in cash, on the Closing Date, all Priority Obligations then outstanding, other than any Priority Obligations to be assumed or credit bid pursuant to Subsections 2.1(a) - (c) above, which amount shall, for greater certainty, include the cash payment of any amounts then outstanding under the Priority Charges; and,

(e) The Purchasers shall pay additional cash consideration of $1,000, reflected by the Deposit, which Deposit shall be set off against the cash amount owing by the Purchasers in accordance with Section 4.2,

(collectively, the amounts set out in subsections 2.1(a) to (e) are referred to as the "**Purchase Price**")

ARTICLE 3 – INTERPRETATION

3.1 Definitions

In this Agreement, each following term will have the meaning respectively set out below unless the context or subject matter is inconsistent with that meaning:

(a) "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of assessment, notice of reassessment, proceeding, litigation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity;

(b) "**Agreement**" means this Stalking Horse Asset Purchase Agreement, and all schedules attached hereto, as may be amended in writing from time to time with the agreement of both Parties;

(c) "**Alirey Loans**" means all loans granted by AlireyCo to the Debtors as set out in Schedule A, or any one or more of them;

(d) "**Alirey Security**" means any and all security granted by the Debtors or any one or more of them, in respect of the Property or any of the Receivership Assets, to AlireyCo, in respect of any or all of the Alirey Loans;

(e) "**Applicable Laws**" means, in relation to any Person, asset, transaction, event, or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction; (iii) regulations, orders, ordinances and directives issued by Government Authorities; and, (iv) the terms and conditions of all permits, licenses, approvals and authorizations, which are applicable to such Person, asset, transaction, event or circumstance;

(f) "**Assumed Service Contracts**" means those Service Contracts, to the extent they are assignable without cost by the Vendor to the Purchasers, which the Purchasers have elected, by the delivery of written notice to the Vendor delivered within five (5) Business Days after the issuance of the Sale Process Order, to assume; for greater certainty, the Purchasers shall not be required to assume any management agreements related to the Property;

(f) “**Business**” means all business being conducted by the Debtors, including the Debtors’ integrated healthcare and pharmaceutical services, all facilitated through a comprehensive mobile and web application. This platform serves as a single access point for a range of pharmaceutical and healthcare services, encompassing both virtual and in-home health solutions. Without limiting the generality of the foregoing, the Business includes the operation of virtual pharmacy services by the Debtors’ licensed pharmacies in Ontario, British Columbia, and through a Quebec licensee, offering online sale and delivery of pharmaceutical and drugstore products; collaboration with partner or ‘In-Network’ pharmacies to provide similar services in other areas of Canada; and at-home and virtual care services, including access to nurse practitioners and licensed physicians. For greater certainty, the Purchasers have conducted their own due diligence in respect of the Business and the Vendor shall have no liability, and make no representations or warranties whatsoever, with respect to the Business;

(g) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(h) "**Closing**" means the closing of the purchase and sale of the Property in accordance with the provisions of this Agreement and the consummation of the transactions contemplated by this Agreement;

(i) "**Closing Certificate**" means a certificate to be filed by the Receiver with the Court, if appropriate and in accordance with the Vesting Order, confirming, *inter alia*, that the Closing has occurred;

(j) "**Closing Date**" means a date no later than ten (10) Business Days following the pronouncement of the Vesting Order, or at such other date as may be agreed to in writing by the Parties;

(k) "**Court**" has the meaning given to it in the Recitals hereto;

(l) “**Court Approval**” means the approval of the completion of this Agreement and the transactions contemplated hereunder by the Court, and for greater certainty, the final Court Approval shall not occur upon approval of this Agreement as the Stalking Horse Bid but shall occur under the Vesting Order;

(m) "**Deposit**" means the sum of one thousand Canadian dollars ($1,000.00), to be paid by the Purchasers to the Vendor pursuant to Subsection 4.2(a);

(n) "**Execution Date**" means the date upon which the Vendor and the Purchasers exchange executed copies of this Agreement;

(o) “**Excluded Assets**” means, collectively:

(i) any Receivership Assets set out in Schedule “**D**” hereto;

(ii) any Receivership Assets which would otherwise form part of the Property, as contemplated herein, in respect of which the Purchasers deliver a notice to the Receiver, at least five (5) Business Days prior to the Phase 2 Bid Deadline, identifying such Receivership Assets as Excluded Assets; and

(iii) any interest of the Debtors in or to any of the foregoing;

(p) "**Expense Reimbursement**" has the meaning given to it in the Expense Reimbursement Schedule;

(q) “**Expense Reimbursement Schedule**” means Schedule “C” hereto;

(r) "**Goods**" means all assets, inventory, undertakings and personal property, other than the lands used in the Business, that are located at, placed or installed upon the leasehold locations where the Business is conducted, or otherwise form part of the Receivership Assets, excluding any assets, undertakings or personal property that are:

(i) subject to a valid purchase money security interest, as defined by the PPSA; or

(ii) serial numbered goods, as defined in the regulations to the PPSA, that are subject to a perfected security interest with priority over the Alirey Security; or

(iii) Excluded Assets;

(s) “**Government Authority**” means any federal, national, provincial, territorial, municipal or other government, any political subdivision thereof, and any ministry, sub-ministry, agency or sub-agency, court, board, bureau, office, or department, including any government-owned entity, having jurisdiction over a Party, the Property, or any transaction contemplated by this Agreement;

(t) “**Intellectual Property**” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, under the Applicable Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) all business names, corporate names, telephone numbers and other communication addresses owned or used by the Vendor in the Business; (c) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, accounts with *X*®, *Facebook*® and other social media companies and the content found thereon and related thereto, and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer and moral rights, and all registrations, applications for registration and renewals of such copyrights; (e) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations owned or used by the Vendor in the Business; (f) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (g) patents (including all patent registrations, reissues, divisional applications or analogous rights, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other governmental authority issued indicia of invention ownership (including inventor's certificates and patent utility models); (h) Software; (j) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (k) all rights to any Actions of any nature available to or being pursued by the Vendor to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, accounting, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages and accounting;

(u) "**Inventory**" means all inventory of the Vendor for resale which is on hand as of the Closing Date;

(v) "**Leases**" means the leases, agreements to lease, and offers to lease with commercial landlords upon the following lands (including any modifications, renewals and assignments thereof and any subsisting agreements to lease or lease guarantees):

(i) 101 - 4484 Main Street
Vancouver, BC V5V 3R3

(ii) 1640 Bloor Street West
Toronto, ON M6P 1A7

(w) “**Permitted Encumbrances**” means encumbrances specifically approved in writing by the Purchasers, no later than five (5) Business Days following the date, if any, on which this Agreement is declared to be the Successful Bid under the Sale Process, or such later date as the Parties may agree in writing; and “**Permitted Encumbrances**” shall include, at minimum, any encumbrances with respect to any Priority Obligations applicable to any of the Property which have not been satisfied, in full, by the Closing Date;

(x) “**Person**” shall be interpreted broadly and means, without limitation, any individual, corporation, cooperative, limited or unlimited liability company, joint venture, partnership (limited or general), society, trust, trustee, executor, Government Authority, or other entity;

(y) “**Phase 1 Bid Deadline**” has the meaning given to it in the Sale Process;

(z) “**Phase 2 Bid Deadline**” has the meaning given to it in the Sale Process;

(aa) "**PPSA**" means the *Personal Property Security Act*, R.S.B.C. 1996, c. 359, as amended, the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended, and any analogous personal property security legislation in any province in which any of the Property is located, as context may require;

(bb) "**Property**" means the Rights, the Goods, all receivables, prepaid expenses, and all Intellectual Property, real property, and personal property (to the extent not included in the aforementioned), owned by any one or more of the Debtors, but does not include any Excluded Assets;

(cc) “**Priority Charges**” means, collectively, the Receiver’s Charge and the Receiver’s Borrowing Charges;

(dd) “**Priority Obligations**” means any and all indebtedness, liabilities and obligations in priority to the Alirey Loans and the Alirey Security, including, without limitation, all Receiver’s Certificates and Priority Charges;

(ee) "**Purchase Price**" has the meaning given to it in Section 2.1;

(ff) "**Purchasers’ Solicitors**" means Harris + Harris LLP (for 1000Co) and Burns Fitzpatrick LLP (for AlireyCo);

(gg) "**Qualified Bid**" has the meaning given to it in the Bidding Procedures;

(hh) **“Receiver**" has the meaning given to it in the Recitals hereto;

(ii) “**Receiver’s Borrowing Charge**” has the meaning given to it in the Receivership Order;

(jj) **“Receivers Certificates”** has the meaning given to it in the Receivership Order;

(kk) “**Receiver’s Charge**” has the meaning given to it in the Receivership Order;

(ll) “**Receivership Assets**” has the meaning given to it in the Recitals hereto;

(mm) “**Receivership Order**” has the meaning given to it in the Recitals hereto;

(nn) “**Receivership Proceedings**” has the meaning given to it in the Recitals hereto;

(oo) “**Rights**" means all rights and obligations of the Vendor in respect of all Leases and licensee agreements, pharmaceutical authorities, permissions and the Vendor's interest in the Service Contracts;

(pp) **“Sale Process**" means the sale solicitation procedures appended to the Sale Process Order, which shall be substantially in the form attached as Schedule “**B**” hereto with such modification as the Parties may agree to in writing or the Court may otherwise order;

(qq) “**Sale Process Order**” means the order to be granted by the Court within the Receivership Proceedings, *inter alia*, approving (i) the Sale Process; and (ii) this Agreement as the Stalking Horse Bid under the Sale Process;

(rr) "**Service Contracts**" means all contracts pertaining to the Business entered into by or binding upon the Vendor, together with all modifications, extensions, renewals and assignments thereof, relating to the management, servicing, maintenance, repair, cleaning and advertising or the provision of any other goods or services in respect of the Business or the furnishing of supplies or services thereto, including contracts for leasing equipment or chattels;

(ss) "**Software**" means computer programs, operating systems, applications, interfaces, applets, software scripts, macros, firmware, middleware, development tools and other codes, instructions or sets of instructions for computer hardware or software, including SQL and other query languages, hypertext markup language, wireless markup language, xml and other computer markup languages, in object, source code or other code format;

(tt) “**Stalking Horse Bid**” has the meaning given to it in the Sale Process;

(uu) “**Successful Bid**” has the meaning given to it in the Sale Process;

(vv) “**Superior Offer**” has the meaning given to it in the Sale Process;

(ww) "**Transfer**" means a bill of sale and the Vesting Order, with respect to the transfer of the Property from the Vendor to the Purchasers;

(xx) "**Vesting Order**" means the sale approval and vesting order to be granted by the Court in the Receivership Proceedings, substantially in the British Columbia model order form with such modifications as the Parties may agree, *inter alia*, vesting all of the Vendor's right, title, estate, and interest in and to the Property to the Purchasers, free and clear of all claims and encumbrances other than the Permitted Encumbrances;

(yy) "**Vendor' Solicitors**" means McCarthy Tétrault LLP;

3.2 Interpretation

In this Agreement:

(a) words importing the singular number include the plural and vice versa and words importing the neutral gender include the masculine and feminine genders;

(b) the division of this Agreement into Articles, Sections and Subsections and the insertion of headings are for convenience only and will not affect the construction or interpretation of this Agreement;

(c) references to any Article, Section, Subsection or Schedule will, unless the context otherwise requires, mean that Article, Section, Subsection or Schedule of this Agreement;

(d) the captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement; and

(e) all payments to be made will be deemed to be payments to be made in lawful currency of Canada, and all references to "dollars" or "$" shall be deemed to refer to the lawful currency of Canada.

3.3 List of Schedules

The following schedules are incorporated in and shall form part of this Agreement:

Schedule A – Alirey Loans

Schedule B - Sale Process

Schedule C - Expense Reimbursement Schedule

Schedule D - Excluded Assets

ARTICLE 4 - PURCHASE PRICE

4.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement:

(a) the Vendor, by and through the Receiver, exercising the powers of sale granted pursuant to the Receivership Order, the Sale Process Order, the Vesting Order, and any and all other orders granted by the Court, as part of the Receivership Proceedings, hereby agrees to sell, assign, transfer, convey, and set over all of the Vendor's right, title and interest, if any, in and to the Property, to the Purchasers, in consideration of the Purchase Price payable by the Purchasers, to the Vendor, on the dates stipulated herein; and

(b) the Purchasers agree to purchase and accept the Property from the Vendor, subject only to the Permitted Encumbrances, and to pay or otherwise satisfy the Purchase Price, to the Vendor, on the dates stipulated herein, subject to and in accordance with the terms and conditions of this Agreement, the Vesting Order, the Sale Process Order, and the Sale Process.

4.2 Payment of Purchase Price

The Purchasers will pay and satisfy the Purchase Price, subject to the adjustments provided for in this Agreement, as follows:

(a) the Deposit will be paid by the Purchasers to the Vendor by way of wire transfer (of immediately available funds), certified cheque or bank draft, payable to the Vendor's Solicitors, on or before the Phase 1 Bid Deadline;

(b) a cash amount that, when combined with the Deposit, equals the total amount of all Priority Obligations (other than those Priority Obligations to be assumed or credit bid pursuant to the terms of this Agreement) outstanding on the Closing Date, if any, will be paid by the Purchasers to the Vendor by way of wire transfer (of immediately available funds), certified cheque or bank draft, payable to the Vendor's Solicitors, on or before the Closing Date as provided in this Agreement; and

(c) a credit bid of an amount equal to:

  (i) the amount of the obligations under the Alirey Loans then outstanding including all accrued interest thereon;

  (ii) ***plus*** the aggregate amount of the Receiver's Certificates then outstanding including all accrued interest thereon;

which shall be applied to the Purchase Price and extinguished, on the Closing Date; and

(d) by the assumption and assignment of all liabilities set out in Section 2.1, on the Closing Date.

4.3 Deposit

The Deposit will be held by the Receiver. The Deposit will be dealt with as follows:

(a) on the Closing Date, the Deposit will be credited on account of the Purchase Price; or

(b) if, following satisfaction of the conditions set forth in **Subsections 7.1(A)** and **7.1(c)**, the Purchasers fail to complete the purchase of the Property in accordance with this Agreement or if the Purchasers repudiate this Agreement, then the Deposit will be forfeited to the Vendor as liquidated damages, without prejudice to any other rights or remedies of the Vendor whether at law or in equity; or

(c) if the conditions set forth in **Subsections 7.1(A)** and **7.1(B)** are satisfied on or before the date specified therein and if the Purchasers are not in default of any of their obligations under this Agreement and the Vendor fails to complete the sale of the Property in accordance with this Agreement or if, following satisfaction of the conditions set forth in **Subsections 7.1(A)** and **7.1(B)**, the Vendor repudiates this Agreement, then the Deposit will be returned to the Purchasers upon demand by the Purchasers made on or after the Closing Date; or

(d) in the event of termination of this Agreement pursuant to **Section 7.1(A)**, then the Deposit will be forthwith returned to the Purchasers, this Agreement will be terminated and each of the Parties will have no further obligations to, nor rights against, the other in respect of this Agreement except for any obligations of the Purchasers under **Section 5.2**; or in the event of termination of this Agreement pursuant to **Section 7.2**, then the Deposit will be forthwith returned to the Purchasers and the transactions contemplated hereby will be abandoned, without further action by any of the Parties; provided, however, that **Section 7.3, Section 7.5** and **Section 5.2** will remain in full force and effect and survive any such termination of this Agreement.

ARTICLE 5 - "AS IS, WHERE IS", INSPECTION AND INQUIRY

5.1 Acknowledgement by Purchasers

The Purchasers acknowledge and agree that they have had the opportunity to conduct their own due diligence investigations in respect of the Property and the Purchasers expressly acknowledge and agree that they are acquiring the Property on an "as is and where is" basis, without any representation or warranty by the Vendor with respect to the

Vendor's right, title or interest in or to the Property, or merchantability, fitness for purpose, enforceability of any right of license or other benefit without limitation in the Property, environmental condition, existence of any parts and/or components, latent defects, quality, quantity, or any other thing affecting the Property or the Receivership Assets, or normal operation thereof, by the Vendor other than as provided for in this Agreement, or any other matter whatsoever, except as otherwise expressly set forth in this Agreement. In this regard, the Purchasers are relying solely on their own due diligence investigations in entering into this Agreement. Without limiting the generality of the foregoing, the Vendor makes no representation or warranty with respect to (a) the value of any or all of the Property, (b) the quality or condition of any or all of the Property, (c) the Debtors' or Vendor's compliance with any Applicable Laws pertaining to the Property, (d) the accuracy or completeness of any data or information supplied by the Vendor or any representative thereof in connection with the Property or the Receivership Assets, or (d) the title of the Vendor to the Property. The Purchasers expressly agree and acknowledge that the Vendor disclaims and shall not be liable for any representation or warranty, express or implied, of any kind, at law or in equity, which may have been made or alleged to be made in any instrument or document relative hereto, or in any statement or information made or communicated to the Purchasers in any manner whatsoever by the Vendor or any representative(s) in connection with the Property or this Agreement, except to the extent expressly set out in this Agreement and then only to the extent set out herein.

5.2 Return of Documentation In Certain Circumstances

The Purchasers will forthwith return to the Vendor all documentation obtained by the Purchasers from the Vendor with respect to the Property and all copies thereof, together with copies of all surveys, studies and reports and the results of all inspections and tests made by or on behalf of the Purchasers with respect to the Property, if the Closing does not occur for any reason whatsoever.

5.3 Confidentiality Pending Closing

The Purchasers will cause their respective directors, officers, consultants and agents to keep in strict confidence all information with respect to the Property and the documentation obtained by the Purchasers with respect to the Property until Closing is completed, except to the extent the Purchasers need to release such information and documentation to their accountants, counsel, lenders, consultants and financial advisers in connection with the purchase of the Property or the Purchasers are required to release such information or documentation in order to comply with applicable laws or a court order. In circumstances where information and documents have been released to the Purchasers' accountants, counsel, lenders, consultants and financial advisers, the provisions of **Section 12.12** shall apply.

5.4 Non-Interference Pending Closing

Following the Execution Date and up until the Closing Date, the Purchasers will not disturb or interfere with the Business or operations of the Vendor, or the Receivership Assets, and will not communicate with any tenants or the property manager in respect of any further due diligence investigations required by the Purchasers, without the Vendor's prior written consent.

5.5 Authorization

The Vendor will promptly, at the Purchasers' request, execute and deliver any authorizations reasonably required by the Purchasers to permit statutory or governmental authorities to release information to the Purchasers concerning the Property and the existence of any liens against the Property, provided that such authorizations will not permit or authorize, and the Purchasers agree not to request or cause, any inspections of the Property by any such authorities, and furthermore that any such execution and delivery shall be at the sole expense of the Purchasers.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

6.1 Vendor's Representations and Warranties

The Vendor hereby represents and warrants to the Purchasers, as representations and warranties made as of the date hereof and as of the Closing Date, unless otherwise specified, with the intent that the Purchasers will rely on such representations and warranties in entering into this Agreement:

(a) the Receiver has been appointed by the Court, as the receiver and manager of the Receivership Assets, and such appointment is valid and subsisting;

(b) that, provided the Vesting Order is obtained:

a. the Receiver, in its capacity as the court-appointed receiver and manager of the Receivership Assets and not in its personal capacity, has good right, full power and authority to enter into this Agreement and the other documents and agreements executed and delivered hereunder and to sell, assign, transfer, convey and set over the interest of the Vendor in and to the Property, and complete the transactions contemplated by this Agreement, in accordance with and at all times subject to the terms and conditions of the Receivership Order, the Vesting Order, and any other orders granted as part of the Receivership Order; and

b. this Agreement has been and all documents and agreements to be executed and delivered by the Vendor at Closing, pursuant to this Agreement, shall be duly executed and delivered by them and shall constitute legal, binding and valid obligations of the Vendor enforceable against the Vendor in accordance with their terms, subject and pursuant to the provisions of the Receivership Order, the Vesting Order, and any other orders granted as part of the Receivership Order, and bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditors' rights generally and the discretionary nature of equitable remedies and defences;

(c) that the Receiver has not sold or entered into any other agreements for the sale of the Property, other than as is or may be authorized by orders of the Court; and

(d) the Vendor is not a non-resident within the meaning of the *Income Tax Act* (Canada) or a non-Canadian within the meaning of the *Investment Canada Act* (Canada).

6.2 Purchasers' Representation and Warranty

Each of the Purchasers hereby represents and warrants to the Vendor, as representations and warranties made as of the date hereof and as of the Closing Date, with the intent that the Vendor will rely on such representations and warranties in entering into this Agreement:

(a) that the Purchasers collectively have the financial ability to complete the purchase of the Property and there is no action or proceeding pending before any court, arbiter, arbitration panel, administrative tribunal or agency which, if decided adversely to the Purchasers might materially affect the Purchasers' ability to perform their obligations under this Agreement;

(b) the Purchasers are and will on the Closing Date be authorized and have the capacity to complete the purchase of the Property as contemplated in this Agreement and have taken all action, and have the full power and authority, to enter into this Agreement and all other documents and agreements executed and delivered hereunder and have taken or will have taken on the Closing Date, as applicable, all necessary action to consummate the transactions contemplated by this Agreement and to perform their obligations hereunder and under the other documents and agreements executed and delivered hereunder;

(c) this Agreement has been and all documents and agreements to be executed and delivered by the Purchasers at Closing, pursuant to this Agreement, shall be duly executed and delivered by them and shall constitute legal, binding and valid obligations of the Purchasers enforceable against the Purchasers in accordance with their terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditors' rights generally and the discretionary nature of equitable remedies and defences

(d) neither the Purchasers entering into this Agreement, nor the performance of its terms will result in a breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which either of the Purchasers is bound or subject;

(e) provided the Court Approval is obtained, (i) no authorization or approval or other action taken by, and no notice to or filing with any Government Authority exercising jurisdiction over the Property or the Purchasers is required by the Purchasers or on their behalf for the due execution and delivery of this Agreement, and (ii) the consummation of the transactions contemplated by this Agreement will not constitute or result in a material violation, breach, or default by the Purchasers under any provision of any agreement or instrument to which the Purchasers are a party or parties or any judgment, law, decree, order, or ruling applicable to it; and

(f) the Purchasers are not non-residents within the meaning of the *Income Tax Act* (Canada) or non-Canadians within the meaning of the *Investment Canada Act* (Canada).

6.3 Survival of Representations and Warranties

The representations and warranties of the Vendor contained in **Section 6.1** will survive the Closing Date and will continue in full force and effect for the benefit of the Purchasers thereafter for a period of ninety (90) days, notwithstanding any independent inquiry or investigation by either of the Purchasers, the subject matter of which is contained in a representation or warranty herein. The representation and warranties of the Purchasers contained in **Section 6.2** will survive the Closing Date and will continue in full force and effect for the benefit of the Vendor thereafter for a period of ninety (90) days, notwithstanding any independent inquiry or investigation by any of the Vendor, the subject matter of which is contained in a representation or warranty herein.

6.4 Vendor’s Covenant

The Vendor hereby covenants and agrees with the Purchasers as follows:

(a) to continue to operate and manage the Business until the Closing Date in accordance with and subject to the Receivership Order; and

(b) to maintain adequate insurance coverage in respect of the Business until the Closing Date.

6.5 [Intentionally Deleted]

[*Intentionally Deleted*]

6.6 Suitability and Condition of Property

The Purchasers hereby acknowledge and agree that:

(a) all representations and warranties of the Vendor set out in Section 6.1 hereof are subject in all respects to the acknowledgments and agreements of the Purchasers set out in Section 5.1;

(b) the Vendor has not made any representation or warranty whatsoever as to quality of the Business or the suitability of the Property for the Purchasers' intended purposes, or the extent to which the Business complies with applicable regulatory, health or safety standards or applicable taws, including, without limitation, product liability laws;

(c) the Purchasers have had the opportunity to conduct a legal and financial assessment of the Business and the Property;

(d) the Purchasers are acquiring the Property on an "as is and where is" basis, without any representation or warranty by the Vendor with respect to the Property's compliance with any Applicable Laws or the financial condition of or relating to the Business and the Property, and based on the Purchasers' own investigations, and in connection therewith, the Purchasers acknowledge and agree that the Purchasers are responsible to satisfy themselves, and to rely on their own investigations.

6.7 Employees

No later than seven (7) days prior to the Closing Date, the Purchasers shall provide the Vendor with a list of the Debtors' employees to whom the Purchasers intend to make offers of employment (in this Section 6.7, "**Retained Employees**"). The Purchasers (or their nominees or assignees, pursuant to Section 1.3 and Section 12.1) shall offer all such Retained Employees employment on terms substantially identical to their current terms of employment with the Debtors and shall recognize, assume, and become liable for all previous service and accrued benefits, vacation pay, and other obligations of the Debtors with respect to such Retained Employees. In the event that Purchasers identify any Retained Employees pursuant to this Section 6.7, or provide the Vendor with a *nil* list of Retained Employees, then all employees of the Debtors who are not Retained Employees of the Debtors shall be terminated, by the Vendor, at least one (1) day prior to the Closing Date. In the event that the Purchasers fail to provide the Vendor with a list of Retained Employees (which list, for greater certainty, may be *nil* in the event the Purchasers do not wish to retain any of the Debtors' employees), the Purchasers shall be deemed to have irrevocably elected to identify all of the Debtors' employees as Retained Employees. For greater certainty, this Section 6.7 shall not affect, in any manner whatsoever, the assumption of accrued vacation pay of the Debtors' current employees pursuant to Section 2.1 and Section 4.2, which shall be part of the Purchase Price hereunder regardless of whether any such employees are Retained Employees.

6.8 Licensing

The Purchasers will take benefit of all pharmaceutical licences on the basis that they will apply for similar licences and the Vendor will cease using such licenses. For greater certainty, the Vendor shall have no obligation or liability with respect to such pharmaceutical licenses following the Closing.

ARTICLE 7 - CONDITIONS PRECEDENT, SALE PROCESS, VESTING ORDER, AND EXPENSE REIMBURSEMENT SCHEDULE

7.1 Conditions to Closing

(A) Mutual Conditions

The Purchasers' obligation to complete the purchase of the Property pursuant to this Agreement, and the Vendor's corresponding obligation to complete the sale of the Business and Property, is subject to the satisfaction at or prior to the Closing Date of the following conditions precedent:

(i) this Agreement shall have been approved by the Court as the Stalking Horse Bid, unamended or with such amendments as may be mutually agreed to in writing by the Vendor and the Purchasers;

(ii) this Agreement shall have been declared to be the Successful Bid; and

(iii) the Vesting Order shall have been issued and Court Approval shall have been obtained;

The foregoing conditions may not be waived by the Parties. In the event the such conditions are not satisfied on the Closing Date, any Party may terminate this Agreement by written notice to the other Party (or Parties as the case may be).

(B) Vendor's Closing Conditions

In addition to the conditions set out in Subsection 7.1(A) above, the obligation of the Vendor to complete the sale of the Property pursuant to this Agreement is subject to the satisfaction at or prior to the Closing Date of the following conditions precedent:

(i) all representations and warranties of the Purchasers contained in this Agreement shall be true in all material respects on the Closing Date;

(ii) the Purchasers shall have, in all material respects, timely performed and satisfied all obligations required by this Agreement to be performed and satisfied by the Purchasers on or prior to the Closing Date;

(iii) the Purchasers shall have executed and delivered to the Vendor any conveyance document reasonably required for Closing;

(iv) the Purchasers shall have tendered the Purchase Price to the Vendor in the manner provided for in this Agreement;

(v) there will not be any judicial restraining order or injunction, preliminary or otherwise, in effect preventing or prohibiting Closing; and

(vi) all necessary governmental or regulatory approvals to the sale of the Property that are required prior to Closing, if any, shall have been obtained without conditions.

The foregoing conditions are for the benefit of the Vendor and may, without prejudice to any of the rights of the Vendor hereunder (excluding reliance on or enforcement of any representations, warranties or covenants dealing with the subject of or similar to the condition waived), be waived by it in writing, in whole or in part, at any time. The Vendor shall proceed diligently and in good faith and use all commercially reasonable effects to fulfill and assist in the fulfillment of the foregoing conditions. In case any of the said conditions shall not be complied with, or waived by the Vendor, at or before the Closing Date, the Vendor may terminate this Agreement by written notice to the Purchasers.

(C) Purchasers' Closing Conditions

In addition to the conditions set out in Subsection 7.1(A) above, the obligation of the Purchasers to complete the purchase of the Property pursuant to this Agreement is subject to the satisfaction at or prior to the Closing Date of the following conditions precedent:

(i) all representations and warranties of the Vendor contained in this Agreement shall be true in all material respects on the Closing Date;

(ii) the Vendor shall have, in all material respects, timely performed and satisfied all obligations required by this Agreement to be performed and satisfied by the Vendor on or prior to the Closing Date;

(iii) the Vendor shall have executed and delivered to the Purchasers any conveyance document reasonably required for Closing;

(iv) there will not be any judicial restraining order or injunction, preliminary or otherwise, in effect preventing or prohibiting Closing;

(v) the Vendor shall have provided proof acceptable to the Purchasers, acting reasonably, of any employee terminations required by the terms of Section 6.7 of this Agreement; and

(vi) all necessary governmental or regulatory approvals to the sale of the Property that are required prior to Closing, if any, shall have been obtained without conditions.

The foregoing conditions are for the benefit of the Purchasers and may, without prejudice to any of the rights of the Purchasers hereunder (excluding reliance on or enforcement of any representations, warranties or covenants dealing with the subject of or similar to the condition waived), be waived by them in writing, in whole or in part, at any time. The Purchasers shall proceed diligently and in good faith and use all commercially reasonable effects to fulfill and assist in the fulfillment of the foregoing conditions. In case any of the said conditions shall not be complied with, or waived by the Purchasers, at or before the Closing Date, the Purchasers may terminate this Agreement by written notice to the Vendor.

7.2 Termination Under Sale Process

This Agreement will automatically terminate if the Vendor declares that any other transaction is a Superior Offer under the Sale Process.

7.3 Procedure and Effect of Termination

In the event of termination of this Agreement pursuant to **Section 7.2**, notice thereof will forthwith be given by the Vendor to the Purchasers and this Agreement will terminate, the Deposit will forthwith be returned to the Purchasers and the transactions contemplated hereby will be abandoned, without further action by any of the Parties; provided, however, that this **Section 7.3**, and **Sections 7.5** and **5.2** will remain in full force and effect and survive any termination of this Agreement.

7.4 Agreement Subject to Sale Process

Notwithstanding any other provision of this Agreement, the Vendor and the Purchasers acknowledge and agree that this Agreement shall be subject in all respects to the Sale Process Order and the Sale Process, and any action permitted under or in connection with the Sale Process shall be permitted under this Agreement. This Section 7.4 shall not affect any amount payable under Section 7.5 hereof.

7.5 Expense Reimbursement

If this Agreement is terminated pursuant to **Section 7.2**, and provided that such action has been approved pursuant to the Sale Process Order or any other order of the Court, the Vendor will pay to the Purchasers the Expense Reimbursement calculated on the basis of **Schedule C** on the day the Superior Offer is completed. The Expense Reimbursement will be made by wire transfer of immediately available funds to an account designated by the Purchasers. Each of the Parties hereto acknowledges that the agreements contained in this **Section 7.5** are an integral part of the transactions contemplated by this Agreement and that the Expense Reimbursement is not a penalty, but rather contemplates the payment of an amount that will compensate the Purchasers in the circumstances in which such Expense Reimbursement is payable for the efforts and resources expended while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby.

7.6 [Intentionally Deleted]

[Intentionally Deleted]

7.7 [Intentionally Deleted]

[Intentionally Deleted]

7.8 Vesting Order

Provided that this Agreement is declared to be the Successful Bid under the Sale Process, the Vendor shall as soon as practicable thereafter commence a motion (the "**Vesting Motion**") for the granting of the Vesting Order and Court Approval with respect to this Agreement, on terms acceptable to the Parties, acting reasonably. The Vesting Motion shall be served by the Vendor's Counsel on the service list maintained in the Receivership Proceedings and all other Persons whom the Purchasers' Solicitors reasonably request be served, and the Purchasers shall: (i) provide any information and take such actions as may reasonably be requested by the Vendor or the Receiver to assist in obtaining the Vesting Order, and any other order of the Court as reasonably necessary to consummate the transactions contemplated by this Agreement, and (ii) use commercially reasonable efforts to do, or cause to be done, all things necessary or proper, consistent with Applicable Law, to consummate and make effective the transactions under this Agreement as soon as possible following the issuance of the Vesting Order.

7.9 Appeals

In the event that leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to this Agreement or the Vesting Order, the Vendor shall promptly notify the Purchasers of such leave to appeal, appeal, or stay request and shall promptly provide to the Purchasers a copy of the related notice(s) or order(s).

ARTICLE 8 - POSSESSION, ADJUSTMENT AND RISK

8.1 Possession

Subject to the prior satisfaction or waiver of the conditions set out in **Section 7.1**, the Purchasers will be entitled to have possession of the Business and Property on the Closing Date, subject only to the Permitted Encumbrances.

8.2 Risk

The Property will be and remain at the risk of the Vendor until 12:01 a.m. on the Closing Date, and thereafter at the risk of the Purchasers if the Closing is duly completed.

ARTICLE 9 - CLOSING PROCEDURES

9.1 Vendor' Documents

On or before the Closing Date, the Vendor will deliver to the Purchasers' Solicitors, properly executed and acknowledged, all documents reasonably required and prepared by the Purchasers' Solicitors in form and substance reasonably approved by the Vendor's Solicitors, in order to complete this transaction in accordance with its terms, including, without limitation:

(a) an executed Closing Certificate to be filed and served upon the service list maintained in the Receivership Proceedings, concurrently with or as soon as practicable following Closing;

(b) a Transfer in registrable form conveying the Property from the Vendor to the Purchasers or to specified affiliates or subsidiaries permitted under **Article 12** and **Section 1.3**, free and clear of all legal notations, charges, liens and interests, save and except the Permitted Encumbrances, pursuant to the Vesting Order;

(c) assignment of the rights to all URLs, intellectual property, trademarks, trade names and websites and passwords;

(d) an assignment and assumption agreement in respect of the Leases;

(e) an assignment and assumption agreement in respect of the Assumed Service Contracts;

(f) such other transfers, assignments and documents as the Purchasers' Solicitors may reasonably require to complete the transaction herein contemplated;

(g) assignment of accounts where debit and credit card payments are processed; and

(h) an election(s) which the Purchasers reasonably request for exemption or reduction of GST, HST or PST;

9.2 Purchasers' Documents

On or before the Closing Date the Purchasers will deliver to the Vendor' Solicitors the following documents, properly executed and acknowledged by the Purchasers or their permitted assignees or nominees:

(a) one or more certified cheques or bank drafts payable to the Vendor's Solicitors in trust (or bank wire to the Vendor's Solicitors' trust account) for the balance of the adjusted Purchase Price;

(b) counter-executed copies of all documents set out in Section 9.1 which require the signatures of the Purchasers;

(c) the certificate from the officer of the Purchasers regarding PST and GST as is contemplated by Section 10.2 and 10.3;

(d) the indemnity by the Purchasers of the Vendor in respect of PST and GST as is contemplated by Section 10.2 and 10.3;

(e) tendered copies of the Receiver's Certificates;

(f) copies of instruments evidencing the Alirey Loans and Alirey Security, marked cancelled; and

such other transfers, assignments and documents as the Purchasers' Solicitors and the Vendor' Solicitors may reasonably require to complete the transaction herein contemplated.

9.3 Terms of Tender

On the Closing Date all closing documents referenced in Sections 9.1 and 9.2 shall be delivered in escrow to the Vendor's Solicitors and Purchasers' Solicitors. Such documents shall not be released from escrow until written confirmation of receipt by the Vendor's Solicitors of the Purchase Price (or documents evidencing settlement thereof), at which point all closing deliverables shall be released from escrow and the transaction herein contemplated shall be closed.

9.4 Concurrent Requirements

All of the matters of payment and delivery of documents by each Party to the other will be deemed to be concurrent requirements so that nothing is complete until everything has been paid, delivered and registered.

ARTICLE 10 – COSTS AND TAXES

10.1 Responsibility for Transaction Costs

The Purchasers will be responsible for the cost of discharging any liens, charges and encumbrances against the Property which are not Permitted Encumbrances and for the cost of registering any instruments, the registration of which by the Purchasers are required or permitted hereby, including the Transfer and all relevant property transfer taxes necessary to convey the Property to the Purchasers. Each Party will pay its own legal fees with respect to the transactions contemplated in this Agreement.

10.2 Provincial Sales Tax

The Purchasers are responsible for all provincial sales tax ("**PST**") in respect of this purchase and sale transaction and all PST applicable to this transaction is in addition to, and not included in, the Purchase Price. The Purchasers will pay all applicable PST to the Vendor on the Closing Date. The Vendor covenants and agrees to remit all applicable PST directly to the B.C. Ministry of Finance in accordance with the *Provincial Sales Tax Act* (B.C.) (the "**PSTA**"). If the Purchasers believe that the sale of any of the Goods is not subject to PST, the Purchasers will, on or before the Closing Date, provide the Vendor such evidence as the Vendor may require to reasonably satisfy themselves that the sale of such Goods is not subject to PST, and such evidence may include: proof that the Purchasers are registered for the purpose of the PSTA; such prescribed forms as purchasers may be required to provide to Vendor pursuant to the PSTA; and any sworn statement or declaration that the Vendor may reasonably request to ensure that a PST exemption is applicable. The Purchasers shall indemnify and save harmless the Vendor in respect of any PST payable with respect to the Property or any portion thereof.

10.3 Goods and Services Tax

The Purchasers are responsible for any goods and services tax/harmonized sales tax ("**GST**") in respect of this purchase and sale transaction and will be responsible to account for GST in respect of this purchase and sale transaction in accordance with the *Excise Tax Act (Canada)*. The Purchasers covenant that they will pay, on the Closing Date, to the Vendor all GST applicable to the Goods. The Purchasers covenant that they will account directly to Canada Revenue Agency with respect to any GST payable by the Purchasers in connection with the purchase of the Property and will provide to the Vendor sufficient evidence that it is registered for the purpose of the GST on the Closing Date by providing a signed certificate from officers of the Purchasers in the customary form and in such circumstances the Purchasers will indemnify and hold harmless the Vendor and each of them from any liability under the *Excise Tax Act (Canada)* arising from either the non-application of subsection 221(2) of the *Excise Tax Act (Canada)* or the failure of the Purchasers to properly account for and remit the GST payable in connection with this transaction together with all loss, costs and expense incurred by the Vendor resulting from such failure. In the event the Purchasers fail to provide such signed certificates, the Purchasers will pay to the Vendor the GST applicable to the purchase of the Property on the Closing Date and the Vendor shall remit such GST for payment in accordance with the *Excise Tax Act (Canada)*. The Purchasers shall indemnify and save harmless the Vendor in respect of any GST payable with respect to the Property or any portion thereof.

ARTICLE 11 – NOTICES AND TENDER

11.1 Delivery of Notices

Any demand, notice, approval, consent or other communication to be given under the provisions of this Agreement by any Party will be validly given if delivered personally or sent by email addressed to the respective Parties as follows:

(a) to the Purchasers:

1000699590 Ontario Inc.
c/o Harris + Harris LLP
295 The West Mall, Suite 600
Etobicoke, ON M9C 4Z4

Attention: Greg Harris
Email: GregHarris@harrisandharris.com

- and –

Alirey Corp.
c/o Burns Fitzpatrick LLP
400-570 Granville Street
Vancouver, BC V6C 3P1

Attention: Dennis Fitzpatrick
Email: dfitzpatrick@burnsfitz.com

(b) to the Vendor:

Ernst & Young Inc., in its capacity as the court-appointed receiver and manager of Mednow Inc. et al.
Suite 1900
1133 Melville St.
Vancouver, BC V6E 4E5

Attention: Kevin Brennan / Peter Venetsanos
Email: Kevin.B.Brennan@parthenon.ey.com / Peter.Venetsanos@parthenon.ey.com

with a copy to the Vendor' Solicitors at:

McCarthy Tétrault LLP
745 Thurlow St Suite 2400
Vancouver, BC V6E 0C5

Attention: Lance Williams / Ashley Bowron / Nathan Stewart / Sue Danielisz
Email: lwilliams@mccarthy.ca / abowron@mccarthy.ca / nstewart@mccarthy.ca / sdanielisz@mccarthy.ca

11.2 Deemed Date of Receipt

The date of receipt of any such notice or communication will be deemed to be the date of delivery or transmittal by email if delivered by 5:00 p.m. (Vancouver time) on a Business Day, and if otherwise delivered or transmitted by email, on the next Business Day following the date of such delivery or transmittal.

11.3 Change of Address

Either Party may at any time give notice in writing to the other of any change of address of the Party giving such notice to be given in the manner aforesaid, and from and after giving such notice, the address therein specified will be deemed to be the address of such Party for the giving of such notice.

11.4 Tender

Tender of any money to be paid hereunder may be made by certified cheque (including a certified solicitor's trust cheque), bank draft or wire transfer payable to the Party to whom tender is made, and drawn on a Canadian chartered bank or trust company, and tender may be made on an officer or director of the Party or a solicitor known to the tendering Party to be acting for the other in this matter.

ARTICLE 12 – MISCELLANEOUS

12.1 Assignment

The Purchasers shall have the right to (i) assign their rights under this Agreement; and/or (ii) direct all or any portion of the Property to be transferred to any entity or entities which remain(s), at all times up to and including the Closing Date, an "**Affiliate(s)**" of either of the Purchasers (which has the meaning ascribed to it in the *Business Corporations Act* (British Columbia)) without the consent of the Vendor, provided that:

(a) the Purchasers will deliver written notice to the Vendor of any such assignment at least five (5) Business Days prior to the Vendor's application for the Vesting Order;

(b) the Purchasers will remain fully liable to the Vendor for the performance by any such Affiliate of the obligations of the Purchasers under the Agreement and will not be released from the performance hereof; and

(c) the Affiliate shall enter into an agreement with the Vendor assuming the rights and obligations of the Purchasers under this Agreement prior to such assignment becoming effect, in form and substance acceptable to the Parties and such Affiliate, acting reasonably.

Otherwise, the Purchasers may only assign this Agreement with the prior written consent of the Vendor, which consent may be withheld in the Vendor's reasonable discretion.

12.2 Agency and Commission

The Parties represent that no fees, commission or compensation is payable to any real estate agent or salesperson engaged in connection with the purchase.

12.3 Further Assurances

The Vendor and the Purchasers will each deliver to or cause to be delivered to the other all such further documents and assurances as may be reasonably required to give full effect to the intent and meaning of this Agreement and registration of all the requisite documents in all appropriate offices of public record.

12.4 Entire Agreement

This Agreement contains the whole of the agreement between the Parties and there are no agreements, representations or warranties save as herein set out or incorporated by reference.

12.5 Time of the Essence

Time will be of the essence of this Agreement.

12.6 Business Days

If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited will extend to the next following Business Day.

12.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which constitute one Agreement. Each such counterpart may be executed by electronic or physical means and delivered by email, .pdf file, facsimile transmission, or other similar means. This Agreement will be considered executed and delivered when either:

(a) an originally executed copy has been delivered to each Party; or

(b) a facsimile or electronic copy of this Agreement, evidencing the signatures of both of the Parties, has been transmitted by facsimile or e-mail to each Party.

12.8 Execution by Facsimile or E-Mail

If execution and delivery of this Agreement has been completed in whole or in part by facsimile or by e-mail (by delivery of PDF copies of this Agreement), then the Parties will ensure that originally executed copies of the Agreement are delivered to each Party as soon as reasonably practicable.

12.9 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada having application in the Province of British Columbia. The Parties attorn to the exclusive jurisdiction of the Supreme Court of British Columbia.

12.10 Enurement

This Agreement will enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

12.11 Role of Receiver

The Purchasers acknowledge and agree that the Receiver is the court appointed receiver of the Receivership Assets and is executing this Agreement in such capacity, and not in its personal or any other capacity and, accordingly, the Receiver incurs no personal or any other liability in executing this Agreement.

12.12 [Intentionally Deleted]

[Intentionally Deleted]

ARTICLE 13 – ACCEPTANCE

The Offer contemplated by this Stalking Horse Asset Purchase Agreement is open for acceptance by the Vendor by the delivery or transmission by email by the Vendor of a copy of this Offer with the Vendor’s acceptance executed by the Vendor to the Purchasers no later than 5:00 p.m. (Vancouver time) on December 6, 2023, failing which this Offer will be null and void.

DocuSign Envelope ID: E887F769-76CC-4447-B857-F5ABBE3BE4BD

IN WITNESS WHEREOF the Purchasers have executed this Stalking Horse Asset Purchase Agreement this 11/30/2023 day of November, 2023

Alirey Corp.	**1000699590 Ontario Inc.**
DocuSigned by: Ali Reyhany D0368CDDF6C0473... DS AR	
Per: ____________ Authorized Signatory	Per: ____________ Authorized Signatory

IN WITNESS WHEREOF the Purchasers have executed this Stalking Horse Asset Purchase Agreement this ___ day of November, 2023

Alirey Corp.	**1000699590 Ontario Inc.**
Per: ____________________	Per: ____________________
Authorized Signatory	Authorized Signatory

IN WITNESS WHEREOF the Vendor has executed this Stalking Horse Asset Purchase Agreement this ___ day of November, 2023

ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of **2716725 ONTARIO INC., 10111132 MANITOBA LTD. (D.B.A. 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.**, and not in its personal or corporate capacity,

Per: ______________________________

Print Name and Title:
____

SCHEDULE A

ALIREY LOANS

Loan/PPSA Registration Date	Principal Amount
January 30, 2023	$1,800,000
July 28, 2023	$400,000
August 10, 2023	$850,000
Total	**$3,050,000**
Interest to 31/Oct/2023	$206,650
Per Diem based on 12% $1,002.74 31/Oct/2023 to 01/Mar/2024 122 days	
$1,002.74 x 122 days	$122,334.28 (01/Mar/2024)
$3,050,000 + $206,650 + $122,334.28	$3,378,984.28 (01/Mar/2024)

Loan/PPSA Registration Date	Principal Amount
November 1, 2023	$175,000
Per Diem based on 12% $57.53 31/Oct/2023 to 01/Mar/2024 122 days	
$57.53 x 122 days	$7,018.66
Aggregate Total	**$3,561,002.94**

SCHEDULE B

SALE PROCESS

See attached

SALE PROCESS

Introduction

On November 3, 2023, the Supreme Court of British Columbia (the "**Court**") granted an order (the "**Receivership Order**") in Action No. S-237444, Vancouver Registry, which, among other things, appointed Ernst & Young Inc. as the receiver and manager (in such capacity, the "**Receiver**") of the assets, undertakings and property (collectively, the "**Property**") 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., and Mednow Virtual Care Ltd. (collectively, the "**Debtors**") and granted the Receiver the authority to list, market and sell the Property.

On December 6, 2023, the Court granted an order (the "**Sale Process Order**"), *inter alia*, authorizing the Receiver to market and sell the Property in accordance with the Sale Process Order and the sales process set out herein (the "**Sale Process**") and approving the Stalking Horse Asset Purchase Agreement (the "**Stalking Horse Bid**") pursuant to which Alirey Corp. and 1000699590 Ontario Inc. (collectively, the "**Stalking Horse Bidder**") agreed, among other things, to: (i) act as a "stalking horse bidder" in the context of this Sale Process; and (ii) if the Stalking Horse Bid is determined to be the Successful Bid (as defined herein), to complete the transaction contemplated by the Stalking Horse Bid on the terms and conditions set out therein, under which the Stalking Horse Bidder will make a credit bid in respect of substantially all of the Property of the Debtors (the "**Stalking Horse Transaction**").

The Sale Process Order, this Sale Process, and any subsequent order issued by the Court pertaining to the Sale Process shall exclusively govern the process for soliciting and selecting bids for the sale of all or substantially all of the Property, or such part of the Property as the Receiver may determine in its sole discretion.

Without limiting the powers of the Receiver pursuant to the Receivership Order, Sales Process Order, or otherwise, the Receiver shall be at liberty to consult with the such creditors, employees, and other stakeholders as it deems appropriate.

Capitalized terms used and not otherwise defined herein shall have the definitions ascribed to them in Schedule "A" hereto.

Unless otherwise indicated, any event occurring on a day that is not a Business Day shall be deemed to occur on the next Business Day.

Sale Solicitation Process

1. This Sale Process describes, among other things: (a) the manner in which Prospective Bidders (as defined herein) may gain access to due diligence materials concerning the Property; (b) the manner in which bids are to be submitted, received and negotiated; (c) the process for the ultimate selection of one or more successful bids; and (d) the process for the approval thereof by the Court.

2. The Receiver shall conduct the Sale Process, which may involve additional intermediate steps or transactions to facilitate closing of a sale, as required, including obtaining such additional Court orders as may be necessary.

3. In the event that there is a disagreement or clarification required as to the interpretation or application of this Sale Process, the Stalking Horse Bid, the Sale Process Order, or the responsibilities of the Receiver thereunder, the Court will have the jurisdiction to hear such matters and provide advice and directions upon the application of the Receiver, the Stalking Horse Bidder, or any interested party with a hearing on no less than two (2) Business Days' notice.

4. The key dates for this Sale Process, as described in further detail below, are as follows:

Date	Milestone
The latter of: (i) December 12, 2023; or (ii) six (6) days following the pronouncement of the Sale Process Order.	Commencement Date, as defined in paragraph 9 below
5:00 pm (Vancouver time) on January 26, 2024, being forty-five (45) days following the targeted Commencement Date	Phase 1 Bid Deadline, as defined in paragraph 16 below
Six (6) Business Days after the Phase 1 Bid Deadline	Qualified LOI Assessment Deadline, as defined in paragraph 19 below
5:00 p.m. (Vancouver time) on March 4, 2024	Phase 2 Bid Deadline, as defined in paragraph 21 below
5:00 p.m. (Vancouver time) on March 25, 2024	Definitive Agreement Deadline, as defined in paragraph 26 below
By no later than May 31, 2024	Completion Date, as defined in Schedule "A" hereto

"As Is, Where Is"

5. The sale of the Property will be on an "**as is, where is**" basis and without surviving representations, warranties, covenants, or indemnities of any kind, nature, or description by the Debtors, the Receiver, or any of their directors, officers, agents, advisors, or other professional advisors, except to the extent expressly set forth in any relevant Definitive Asset Purchase Agreement (as defined herein).

Free of Any and All Claims and Interests

6. In the event of a sale, all of the rights, titles, and interests of the Debtors in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, claims, charges, options, royalties, interests, or other encumbrances thereon and there against (collectively, the "**Claims**"), pursuant to an approval and vesting order (the "**Approval Order**") to be made by the Court. Contemporaneously with such Approval Order being made, all such Claims, to the extent valid and enforceable, shall attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of

action regarding priority, validity, or enforceability thereof), except to the extent otherwise set forth in the relevant Definitive Asset Purchase Agreement (as defined herein).

<u>Solicitation of Interest</u>

7. As soon as reasonably practicable after the granting of the Sale Process Order, the Receiver will prepare a list of prospective bidders. Such list will include parties who, in the reasonable business judgment of the Receiver, may be interested in and have the financial capacity to acquire some or all of the Property (the "**Prospective Bidders**").

8. Concurrently, the Receiver will prepare an initial offering summary (the "**Teaser**") notifying Potential Bidders of the existence of the Sales Process and inviting the Prospective Bidders to express their interest in making an bid to purchase the Property.

9. This Sale Process shall commence on the latter of: (i) December 12, 2023; or (ii) six (6) days following the pronouncement of the Sale Process Order (such date, as applicable, being the "**Commencement Date**"). The Receiver shall commence the distribution of the Teaser and form of NDA to Prospective Bidders on, or as soon as reasonably practicable following, the Commencement Date.

10. In addition, the Receiver may place advertising with such publications as it, in its reasonable business judgment, believes may assist in identifying other interested parties.

11. Any Prospective Bidders that contact the Receiver will be sent a blank NDA, in form and substance acceptable to the Receiver, which shall inure to the benefit of the Debtors and any purchaser of the Property.

<u>Participation Requirements</u>

12. Unless otherwise ordered by the Court, any Person who wishes to participate in this Sales Process must deliver the following to the Receiver:

   (a) an executed NDA;

   (b) a specific indication of the anticipated sources of capital and/or credit for such Person and satisfactory evidence of the availability of such capital and/or credit so as to demonstrate that such Person has the financial capacity to complete a transaction; and

   (c) an executed letter acknowledging receipt of a copy of the Sales Process Order (including this Sales Process) and agreeing to accept and be bound by the provisions contained therein.

13. If, in the opinion of the Receiver, a Person has complied with each of the requirements described in paragraph 12, such Person shall be deemed a "**Potential Bidder**" hereunder.

14. The Receiver will provide a confidential information memorandum describing the opportunity to acquire the Property as soon as practicable after the determination that such Person is a Potential Bidder. Each Potential Bidder shall also have such due diligence access to materials and financial, tax, and other information relating to the

Property as the Receiver deems appropriate, including access to any online data room created for the Sales Process.

15. The Receiver is not responsible for, and will have no liability with respect to, any information obtained by any Potential Bidder. The Receiver and its advisors do not make any representations or warranties whatsoever as to the information or the materials provided.

Phase 1 Bid Deadline

16. A Potential Bidder will be deemed a "**Qualified Bidder**" if, in the opinion of the Receiver, such Potential Bidder submits a non-binding letter of intent to the Receiver (a "**Qualified LOI**") at anytime before 5:00 pm (Vancouver time) on January 26, 2024 (the "**Phase 1 Bid Deadline**"). A non-binding indication of interest will only qualify as a Qualified LOI in the event that it contains, meets or includes all of the following:

    (a) it is received by the Receiver on or before the Phase 1 Bid Deadline;

    (b) it includes a summary of:

        i. the type and amount of consideration to be paid by the Qualified Bidder;

        ii. the Property included in the transaction;

        iii. the structure and financing of the transaction (including, but not limited to, the sources of financing and evidence of the availability of such financing);

        iv. any anticipated corporate, shareholder, internal, or regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;

        v. any additional due diligence required or desired to be conducted prior to the Phase 2 Bid Deadline (as defined herein), if any;

        vi. any conditions to closing that the Qualified Bidder may wish to impose; and

        vii. any other terms or conditions of the transaction which the Qualified Bidder believes are material to the transaction;

    (c) it provides for the completion of the transactions contemplated therein on or before the Completion Date; and

    (d) such other information reasonably requested by the Receiver.

17. The Receiver may waive non-compliance with any one or more of the requirements specified in paragraph 16 of this Sales Process and may deem any non-compliant letter of intent to be a Qualified LOI.

18. Notwithstanding paragraph 16 of this Sales Process, the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes under, and at all times in connection with, this SISP.

19. The Receiver will assess any Qualified LOIs received and will determine whether or not there is a reasonable prospect that the one or more Qualified LOI(s) will likely proceed to become Qualified Bid(s) (as defined herein) that may, individually or in the aggregate, constitute a Superior Offer (as defined herein). Such assessment will be made as promptly as practicable but no later than six (6) Business Days after the Phase 1 Bid Deadline (the "**Qualified LOI Assessment Deadline**"). In the event that the Receiver determines that one or more Qualified LOIs have been received which have a reasonable prospect of becoming Qualified Bid(s) that may, individually or in the aggregate, constitute a Superior Offer, the Receiver shall notify all Qualified Bidders (including the Stalking Horse Bidder) that they are proceeding to Phase 2 of this Sale Process shall proceed to the next phase more particularly described below.

20. In the event that the Receiver, in accordance with paragraph 19 above, determines that: (i) no Qualified LOI was received, other than the Stalking Horse Bid; or, (ii) at least one Qualified LOI was received but there is no reasonable prospect that any such Qualified LOI(s) will result in a Qualified Bid(s) that may, individually or in the aggregate, constitute a Superior Offer, then: (a) the Stalking Horse Bid shall be deemed to be the Successful Bid hereunder; and (b) the Receiver shall (i) forthwith terminate this Sale Process, (ii) notify each Qualified Bidder (if any) that this Sale Process has been terminated, and (iii) within six (6) Business Days, file an application with the Court seeking approval, after notice and hearings, to implement the Stalking Horse Transaction.

<u>Phase 2 Bid Deadline</u>

21. In order to continue to participate in this Sales Process after the Phase 1 Bid Deadline, a Qualified Bidder must deliver a binding and definitive agreement to the Receiver (a "**Qualified Bid**") by no later than 5:00 p.m. (Vancouver time) on March 4, 2024 (the "**Phase 2 Bid Deadline**"). A binding offer will only qualify as a Qualified Bid in the event that it contains, meets or includes all of the following:

(a) it is received by the Receiver on or before the Phase 2 Bid Deadline;

(b) it includes a fully binding and definitive agreement, duly authorized and executed purchase and sale agreement, together with all exhibits and schedules thereto, and such ancillary agreements as may be required with all exhibits and schedules thereto (a "**Definitive Asset Purchase Agreement**"), subject to such amendments as may be agreed to by the Receiver and the applicable Qualified Bidder by the Definitive Agreement Deadline (as defined herein); and further provided that a Definitive Asset Purchase Agreement submitted on the Phase 2 Bid Deadline may be subject to confirmation and settling of the exhibits and schedules thereto, or such other matters as the Receiver may permit, acting reasonably, as at the Phase 2 Bid Deadline;

(c) it clearly sets forth the purchase price in Canadian dollars, stated on a total enterprise value basis (including the cash and non-cash components thereof, the sources of such capital, evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable);

(d) it is irrevocable until the latter of: (i) sixty (60) days following the Phase 2 Bid Deadline, or (ii) the Approval Hearing (as defined herein);

(e) it is accompanied by a blackline comparison to the form of Stalking Horse Bid;

(f) it provides for the completion of the transactions contemplated therein on or before the Completion Date;

(g) it is not conditional on (i) the outcome of unperformed due diligence and/or (ii) obtaining any credit, capital, or other form of financing;

(h) is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Receiver), payable to the Receiver in trust, in an amount equal to ten percent (10%) of the total consideration to be paid, including the cash consideration, the amount to be financed or invested, and/or the amount of debt to be assumed and to be paid pursuant to the Qualified Bid, to be held and dealt with in accordance with this Sales Process, or in the case of a Credit Bidder (as defined herein) an amount equal to ten percent (10%) of the total cash consideration to be paid pursuant to the credit bid and the amount of the Priority Obligations to be assumed;

(i) it includes written evidence of a firm and irrevocable commitment for all required funding and/or financing from a creditworthy Person to consummate the proposed transaction;

(j) it fully discloses the identity of each Person that is bidding or that will otherwise be sponsoring or participating in the Qualified Bid, including the identification of the Qualified Bidder's direct and indirect owners and their principals and the full and complete terms of any such participation;

(k) it includes evidence, in form and substance reasonably satisfactory to the Receiver, of compliance or anticipated compliance with any and all applicable regulatory approvals, the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals; and

(l) such other information reasonably requested by the Receiver.

22. The Receiver may waive non-compliance with any one or more of the requirements specified in paragraph 21 of this Sales Process and may deem any non-compliant Definitive Asset Purchase Agreement as satisfactory for a Qualified Bid.

23. Notwithstanding paragraph 21 of this Sales Process, the Stalking Horse Bid shall be deemed to be a Qualified Bid for all purposes under, and at all times in connection with, this SISP.

Selection of Successful Bid

24. The Receiver will assess any Qualified Bids received by the Phase 2 Bid Deadline. In the event that no Qualified Bid other than the Stalking Horse Bid is received, by the Phase 2 Bid Deadline, then: (a) the Stalking Horse Bid shall be deemed to be the Successful Bid (as defined herein); and (b) the Receiver shall (i) forthwith terminate this Sale Process, (ii) notify each Qualified Bidder that this Sale Process has been terminated, and (iii) within six (6) Business Days, file an application with the Court seeking approval, after notice and hearings, to implement the Stalking Horse Transaction.

25. In the event that the Receiver determines that one or more Qualified Bids constitutes a Superior Offer, the Receiver shall (to the extent there is more than one Superior Offer) select the highest and best Superior Offer (the "**Successful Bid**" and the party submitting such Successful Bid, the "**Successful Bidder**"). Such assessment will be made as promptly as practicable but no later than six (6) Business Days after the Phase 2 Bid Deadline (the "**Qualified Bid Assessment Deadline**"). The Receiver shall advise the Successful Bidder of such determination and all other Qualified Bidders that they are not the Successful Bidder.

26. The finalized Definitive Asset Purchase Agreement in respect of the Successful Bid shall be fully settled, including all exhibits and schedules thereto and all amendments thereto (if any) agreed to by the Receiver and the Successful Bidder, by no later than 5:00 p.m. (Vancouver time) on March 25, 2024 (the "**Definitive Agreement Deadline**"). In the event that the Definitive Asset Purchase Agreement in respect of the Successful Bid has not been so fully settled, with all amendments thereto agreed to, by the Definitive Agreement Deadline, the Receiver may in its discretion, acting reasonably, elect to select another Qualified Bid as the Successful Bid, in which case the Receiver shall seek the Approval Hearing (as defined herein) with respect to such other Qualified Bid and all references herein to the Successful Bid shall be deemed to apply to such other Qualified Bid.

27. The Receiver will file an application to the Court seeking the approval of the Successful Bid within six (6) Business Days of the Definitive Agreement Deadline (the "**Approval Hearing**"). The Receiver shall thereafter complete the transactions contemplated by such selected Successful Bid in accordance with the terms thereof and any order issued by the Court.

28. The Approval Hearing will be held as soon as possible after the selection of the Successful Bid, provided that the Approval Hearing may be adjourned or rescheduled by the Receiver without further notice by an announcement of the adjourned date at the Approval Hearing, or by notice to the service list maintained in these proceedings.

29. All Qualified Bids, other than the Successful Bid, will be deemed rejected on the date of approval of the Successful Bid by the Court.

Deposits

30. All Deposits shall be retained by the Receiver in a trust account with a Schedule I Bank in Canada. If there is a Qualified Bid that constitutes a Successful Bid, the Deposit paid by the Person making such Successful Bid shall be applied to the consideration to be paid by such Person upon closing of the transaction constituting the Qualified Bid.

31. The Deposit(s) of all Persons who made Qualified Bids that were not selected as a Successful Bid shall be returned to such Persons within five (5) Business Days of the Court approves a Successful Bid.

32. If the Person making a Qualified Bid selected as the Successful Bid breaches or defaults on its obligation to close the transaction in respect of Successful Bid, it shall forfeit its Deposit to the Receiver; provided however that the forfeit of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that the Receiver or the Debtors have in respect of such breach or default.

33. If the Receiver is unable to complete the Successful Bid as a result of its own actions and not as a result of steps or conditions contained in the Successful Bid (or the actions of the Successful Bidder) then the Deposit shall be returned to the Successful Bidder.

Notice

34. The addresses used for delivering documents as prescribed by the terms and conditions of this Sales Process are set out in Schedule "B" hereto. All documentation shall be delivered to Receiver by electronic mail, personal delivery, or courier. Persons requesting information about this Sales Process should contact the Receiver at the contact information contained in Schedule "B".

Reservation of Rights by Receiver

35. The Receiver, in its sole discretion:

    (a) may reject, at any time, any bid (other than, for certainty, the Stalking Horse Bid) that is (i) inadequate or insufficient; or (ii) not in conformity with the requirements of this Sale Process or any orders of the Court;

    (b) in accordance with the terms hereof, may impose additional terms and conditions or otherwise seek to modify this Sale Process at any time in order to maximize the results obtained;

    (c) is not obligated to select the highest bid when determining which Qualified Bid shall be selected as a Successful Bid, provided that in the event a Qualified Bid other than the Stalking Horse Bid is selected as the Successful Bid, such Qualified Bid must constitute a Superior Offer;

    (d) in accordance with the terms hereof, may accept bids not in conformity with this Sale Process;

    (e) may extend the deadlines contained in this Sale Process; and

    (f) may terminate or abandon this Sale Process if the Receiver determines, in its business judgment, that doing so is in accordance with its duties as court-appointed Receiver.

36. At or before the Approval Hearing, the Receiver may impose such other terms and conditions in the negotiation of a Definitive Asset Purchase Agreement as the Receiver

may determine to be in the best interest the Debtors' estate and its creditors, provided that such terms and conditions are not inconsistent with this Sale Process.

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

No Amendment

38. Except as provided herein, there shall be no amendments to this Sale Process, including for greater certainty the process and procedures set out in this document, without the prior written consent of the Receiver unless otherwise ordered by the Court upon application and appropriate notice.

Credit Bid

39. Any secured creditor shall be entitled to participate in the Sales Process as a credit bidder (the "**Credit Bidder**"). For the purposes of any credit bid (each a "**Credit Bid**") submitted by a Credit Bidder, such Credit Bidder shall be entitled to credit all or any portion of its security as part of its bid but must either (a) irrevocably pay, in cash and in full, all of the obligations in priority (the "**Priority Obligations**") to the Credit Bidder's debt, including for reference any amounts that are priority charges (the "**Priority Charges**") under the Receivership Order; or (b) assume or otherwise satisfy any of the Priority Obligations on terms and conditions acceptable to the beneficiary of the security for such Priority Obligations. For greater certainty, any Credit Bid (other than the Stalking Horse Bid) must also constitute a Superior Offer in order to be accepted as the Successful Bid. Any Credit Bid (other than the Stalking Horse Bid) shall be accompanied by a refundable Deposit in the form of a wire transfer (to a trust account specified by the Receiver), payable to the Receiver in trust, in an amount equal to ten percent (10%) of the total cash consideration to be paid pursuant to the Credit Bid and the amount of the Priority Obligations to be assumed. Any such Deposit is to be held by the Receiver and dealt with in accordance with this Sales Process.

Further Orders

40. At any time during this Sale Process, the Receiver may apply to the Court for advice and directions with respect to the discharge of their powers and duties hereunder.

Schedule "A"

Defined Terms

"**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are open for business in the City of Vancouver.

"**Completion Date**" means May 31, 2024, or such later date agreed to in writing by the Receiver.

"**NDA**" means a confidentiality and non-disclosure agreement, in a form and substance acceptable to the Receiver, to be executed and delivered by all parties interested in submitting a bid to purchase some of all of the Property;

"**Person**" means any individual, firm corporation, limited or unlimited liability company general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity.

"**Stalking Horse Bidder Claims**" means all indebtedness, liabilities and obligations owing by the Debtors to the Stalking Horse Bidder.

"**Stalking Horse Priority Obligations**" means any and all indebtedness, liabilities and obligations of the Debtors which rank in priority to the Stalking Horse Bidder Claims and includes, without limitation, any amounts owing under the Priority Charges.

"**Superior Offer**" means a credible, reasonably certain and financially viable offer made by a Qualified Bidder that (i) provides for consideration in excess of the aggregate value of the Stalking Horse Transaction, (ii) provides sufficient cash consideration to permit the Receiver to pay the Expense Reimbursement (as defined in the Stalking Horse Bid), and (iii) the Receiver, with the assistance of its legal advisors, considers to be better than the Stalking Horse Bid. A Qualified Bid will not constitute a "**Superior Offer**" unless it provides for: (a) the indefeasible payment, in full and in cash, of any amounts owing under the Priority Charges; (b) the indefeasible payment, in full and in cash, of Stalking Horse Bidder Claims and any Stalking Horse Priority Obligations along with, in the case of a Credit Bid, any other Priority Obligations in respect of such Credit Bidder, or the assumption or satisfaction of such Stalking Horse Bidder Claims, Stalking Horse Priority Obligations and, if applicable, Priority Obligations, all on terms acceptable to the beneficiaries of the security of such Stalking Horse Bidder Claims, Stalking Horse Priority Obligations and Priority Obligations; and, (c) such other terms and conditions as may be required by the Receiver, acting reasonably. For the purposes of assessment of a Superior Offer, the aggregate value of the Stalking Horse Transaction is estimated to be approximately $5,500,000 - $5,800,000.

Schedule "B"

Address for Notices and Deliveries

To the Receiver:

Ernst & Young Inc.
1133 Melville Street, Suite 1900
Vancouver, BC V6E 4E5

Attention: Peter Venetsanos / Kevin B. Brennan
Email: Peter.Venetsanos@parthenon.ey.com / Kevin.B.Brennan@parthenon.ey.com

With a copy to:

McCarthy Tétrault LLP
2400, 745 Thurlow St.
Vancouver, BC V6E 0C5

Attention: Lance Williams / Ashley Bowron / Nathan Stewart / Sue Danielisz
Email: lwilliams@mccarthy.ca / abowron@mccarthy.ca / nstewart@mccarthy.ca / sdanielisz@mccarthy.ca

SCHEDULE C

EXPENSE REIMBURSEMENT SCHEDULE

See attached

EXPENSE REIMBURSEMENT SCHEDULE

THIS EXPENSE REIMBURSEMENT SCHEDULE (this "**Schedule**") is entered into pursuant to and in accordance with the Stalking Horse Asset Purchase Agreement (as defined herein).

BETWEEN:

ALIREY CORP. ("**AlireyCo**")
1000699590 ONTARIO INC. ("**1000Co**")

(collectively the "**Purchasers**" or individually a "**Purchaser**")

AND:

2716725 ONTARIO INC., 10111132 MANITOBA LTD. (D.B.A. 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., by and through their court-appointed receiver and manager, ERNST & YOUNG INC., in its capacity as the court-appointed receiver and manager of 2716725 ONTARIO INC., 10111132 MANITOBA LTD. (D.B.A. 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., and not in its Personal or corporate capacity

(collectively, the "**Vendor**", and together with the Purchasers, the "**Parties**" and each a "**Party**")

WHEREAS:

A. The Parties have executed the Stalking Horse Asset Purchase Agreement (the "**Stalking Horse Asset Purchase Agreement**") to which this Schedule is appended. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Stalking Horse Asset Purchase Agreement;

B. The Receiver has issued certain Receiver's Certificates to 1000Co;

C. AlireyCo asserts and represents that:

   a. the Debtors are indebted to AlireyCo for an amount in excess of $3,561,002.94 (the "**Alirey Indebtedness**");

b. pursuant to the Alirey Security, the Alirey Indebtedness is secured against all or substantially all of the assets of the Vendor (collectively, the "**Assets**"); and,

c. the Expense Reimbursement described herein contains a genuine pre-estimate of its out-of-pocket expenses for the preparation of the Stalking Horse Asset Purchase Agreement;

D. The Stalking Horse Asset Purchase Agreement contemplates, among other things, that:

a. the Receiver will conduct the Sale Process, pursuant to which third parties will have an opportunity to purchase the Assets at a higher price (each, a "**Competing Purchaser**"); and,

b. in the event a Competing Purchaser successfully outbids the Purchasers in the Sale Process and the Vendor completes a transaction with a Competing Purchaser (a "**Competing Transaction**"), the Vendor shall pay the Purchasers an amount equal to the aggregate amount of the out-of-pocket costs of the Purchasers incurred directly in connection with the Stalking Horse Asset Purchase Agreement and the transactions contemplated thereunder up to a maximum amount of $250,000 (but which costs are estimated to be $160,000) plus all applicable taxes, provided that the amount payable by the Vendor shall be limited to such amounts as are verified by the Receiver, acting reasonably, on the basis of supporting documentation to be provided by the Purchasers to the Receiver (collectively, the "**Expense Reimbursement**"), which amount will be paid from the sale proceeds of the Competing Transaction;

E. The Purchaser is of the view that the Sale Process represents an opportunity to generate a sale of the Assets and that it is therefore in its best interest that the Sale Process proceed.

NOW THEREFORE, in consideration of the Vendor accepting the Stalking Horse Asset Purchase Agreement, the covenants contained therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

1. In the event a Competing Purchaser successfully outbids the Purchasers in the Sale Process and the Vendor completes a Competing Transaction, the Vendor shall pay the Purchasers the Expense Reimbursement, which amount will be paid from the sale proceeds of the Competing Transaction.

2. Except as specifically provided for herein, the amount of the Alirey Indebtedness and the Receiver's Certificates and their priority shall not be affected by the Stalking Horse Asset Purchase Agreement, the Sale Process, or any Competing Transaction; provided, however, for greater certainty, that the Vendor and the Receiver have made no representation with respect to the quantum or priority of such interests nor their respective priority.

3. The obligations of the Purchasers hereunder are subject to the mutual conditions and the conditions in favour of the Purchasers, as set out in Article 7.1 of the Stalking Horse Asset Purchase Agreement, being satisfied within the time provided for therein. Those conditions which are for sole benefit of the Purchasers may be waived by delivery of written notice to the Vendor on or before the Closing Date.

4. This Schedule contains the whole of the agreement between the Parties with respect to the matters described herein, and there are no agreements, representations or warranties save as herein set out or incorporated by reference.

5. This Schedule may be executed in one or more counterparts, each of which is deemed to be an original, and all of which constitute one Schedule. Each such counterpart may be executed by electronic or physical means and delivered by email, .pdf file, facsimile transmission, or other similar means. This Schedule will be considered executed and delivered when either:

(a) an originally executed copy has been delivered to each Party; or

(b) a facsimile or electronic copy of this Schedule, evidencing the signatures of both of the Parties, has been transmitted by facsimile or e-mail to each party.

6. If execution and delivery of this Schedule has been completed in whole or in part by facsimile or by e-mail (by delivery of PDF copies of this Schedule), then the Parties will ensure that originally executed copies of the Schedule are delivered to each party as soon as reasonably practicable.

7. This Schedule will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada having application in the Province of British Columbia.

8. This Schedule will enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

9. The Purchaser acknowledges and agrees that the Receiver is the court appointed receiver of the Receivership Assets and is executing this Agreement in such capacity, and not in its personal or any other capacity and, accordingly, the Receiver incurs no personal or any other liability in executing this Agreement.

10. All of the obligations of the Parties under this Schedule are and shall be in all respects subject to obtaining the prior approval of the Court with respect to the performance thereof.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF the Parties have executed this Schedule effective as of the date first written in the Stalking Horse Asset Purchase Agreement.

ALIREY CORP.

Per: DocuSigned by: Ali Reyhany D0368CDDF6C0473...
DocuSigned by: Ali Reyhany D0368CDDF6C0473...

Authorized Signatory
Print Name and Title:

1000699590 ONTARIO INC.

Per:

Authorized Signatory
Print Name and Title:

ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of **2716725 ONTARIO INC., 10111132 MANITOBA LTD. (D.B.A. 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.**, and not in its personal or corporate capacity,

Per:

Authorized Signatory
Print Name and Title:

IN WITNESS WHEREOF the Parties have executed this Schedule effective as of the date first written in the Stalking Horse Asset Purchase Agreement.

ALIREY CORP.

Per: ______________________________
Authorized Signatory
Print Name and Title:

1000699590 ONTARIO INC.

Per: ______________________________
Authorized Signatory
Print Name and Title:

ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of **2716725 ONTARIO INC., 10111132 MANITOBA LTD. (D.B.A. 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.**, and not in its personal or corporate capacity,

Per: ______________________________
Authorized Signatory
Print Name and Title:

SCHEDULE D

EXCLUDED ASSETS

All assets, undertaking and property of 10111132 MANITOBA LTD. (D.B.A. MEDNOW MB)

All assets, undertaking and property of MEDNOW CLINIC SERVICES INC.

All assets, undertaking and property of MEDNOW PHARMACY AB LTD.

All assets, undertaking and property of MEDNOW PHARMACY MB LTD.

All assets, undertaking and property of MEDNOW TECHNOLOGY INC.

For greater certainty, the Pacmed V-360NS20 with Variable Heater (JVM 11AE-0389) is located in the province of Manitoba but is owned by Mednow Inc. and is therefore not an Excluded Asset.

Appendix G

In the Receivership of Mednow Inc et al
Cash Flow Forecast for period November 3, 2023 to March 9, 2024

Mednow Inc. Et al. - Operating Account	11-5-23 (Actual)	11-12-23 (Actual)	11-19-23 (Actual)	11-26-23 (Actual)	12-3-23	12-10-23	12-17-23 (Week Ending)	12-24-23	12-31-23	1-7-24	1-14-24 (Week Ending)	1-21-24	1-28-24	2-4-24	2-11-24 (Week Ending)	2-18-24	2-25-24	3-2-24	3-9-24	TOTAL	Assumptions Ref.
Revenue																					
Mednow ODB + Insurance Cash Flow (Excl. Prof. Allow.)	7,678	89,535	142,081	49,334	-	127,558	-	127,558	-	-	127,558	-	127,558	-	127,558	-	127,558	-	127,558	1,181,538	1
Medvisit			117,156	775	-	119,465	-	-	-	-	119,465	-	-	-	119,465	-	-	-	119,465	595,791	2
Total revenue	7,678	89,535	259,237	50,109	-	247,023	-	127,558	-	-	247,023	-	127,558	-	247,023	-	127,558	-	247,023	1,777,329	
Cost of Goods Sold																					
Mednow	21,171	41,331	-0	3,293	64,465	91,842	-	91,842		-	91,842	-	91,842	-	91,842	-	91,842	-	91,842	773,154	
Medvisit	-		81,710	2,931	-	85,103	-	-		-	85,103	-	-	-	85,103	-	-	-	85,103	425,053	
Total COGS	21,171	41,331	81,710	6,224	64,465	176,945	-	91,842	-	-	176,945	-	91,842	-	176,945	-	91,842	-	176,945	1,198,207	
Gross Margin	-13,493	48,204	177,528	43,885	-64,465	70,078	-	35,716	-	-	70,078	-	35,716	-	70,078	-	35,716	-	70,078	579,122	
GM %	*-176%*	*54%*	*68%*	*88%*	*0%*	*28%*	*0%*	*28%*	*0%*	*0%*	*28%*	*0%*	*28%*	*0%*	*28%*	*0%*	*28%*	*0%*	*28%*	*33%*	3
Employee related costs																					
Payroll costs	2,179		117,324		77,231	-	77,231	-	77,231	-	78,978	-	78,978	-	73,978	-	73,978	-	73,978	731,085	4 & 5
Virtual care nurse costs	4,400	-4,400	4,400		-	4,400	-	4,400	-	4,400	-	4,400	-	4,400	-	4,400	-	4,400	-	35,200	6
EHT and WSIB	-			3,187	4,000	-	4,000	-	4,000	-	4,000		4,000	-	4,000	-	4,000	-	4,000	35,187	
Employees life and health insurance costs	-		20,000		-	15,000	-	-	-	-	15,000			-	12,000	-	-	-	-	62,000	
Total Employee Related Costs	6,579	-4,400	141,724	3,187	81,231	19,400	81,231	4,400	81,231	4,400	97,978	4,400	82,978	4,400	89,978	4,400	77,978	4,400	77,978	863,473	
Other overhead																					
Rent	7,418		7,879		21,000	-	-	-	-	21,000	-	-	-	21,000	-	-	-	21,000	-	99,297	7
Delivery Costs (Delivery team salaries and delivery OH)	2,907				4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	4,545	71,089	
Packaging	-		1,101		400	400	400	400	400	455	455	455	455	455	455	455	455	455	455	7,647	
Infrastructure	-	286	116		1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	25,902	
Utilities	-			93	220	220	220	220	220	250	250	250	250	250	250	250	250	250	250	3,693	
Cleaning	74			63	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	15,136	
Insurance	-		21,612		-	5,000	-	-	-	-	5,000	-	-		5,000					36,612	
Technology	-				4,260	4,260	4,260	4,260	4,260	4,260	4,260	4,260	4,260	4,260	4,260	4,260	4,260	4,260	4,260	63,900	
Marketing	3,955			2,016	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	29,835	
Other costs(Maintence, shredding, equipment mortage etc)	306	1,082	1,718	1,372	1,840	1,840	1,840	1,840	1,840	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	1,864	32,315	
Total Other Overhead	14,660	1,368	32,427	3,543	36,556	20,556	15,556	15,556	15,556	36,665	20,665	15,665	15,665	36,665	20,665	15,665	15,665	36,665	15,665	385,425	
Total Overhead + People	21,239	-3,032	174,151	6,730	117,787	39,956	96,787	19,956	96,787	41,065	118,642	20,065	98,642	41,065	110,642	20,065	93,642	41,065	93,642	1,248,897	
OPERATING EBITDA	-34,732	51,236	3,377	37,155	-182,252	30,122	-96,787	15,760	-96,787	-41,065	-48,564	-20,065	-62,926	-41,065	-40,564	-20,065	-57,926	-41,065	-23,564	-669,775	
Professional / Advisory Fees (Non-Restructuring Costs)																					
Physical First for claim processing - Medvisit	-		7,372		-	-	-	7,000	-	-	-	7,000	-	-	-	7,000	-	7,000	-	35,372	8
Dumoulin	-				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Legal					15,000	-	-	-	15,000	-	-	-	15,000	-	-	-	15,000	-	15,000	75,000	
Business wire	-				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Prof. and Advisory Fees	-	-	7,372	-	15,000	-	-	7,000	15,000	-	-	7,000	15,000	-	-	7,000	15,000	7,000	15,000	110,372	
OP EBITDA INCL. Prof and Advisory fees	-34,732	51,236	-3,995	37,155	-197,252	30,122	-96,787	8,760	-111,787	-41,065	-48,564	-27,065	-77,926	-41,065	-40,564	-27,065	-72,926	-48,065	-38,564	-780,148	
Restructuring Costs																					
Legal and Receiver Costs	-	-	-	-	50,000	50,000	55,000	25,000	20,000	20,000	20,000	20,000	25,000	15,000	10,000	10,000	10,000	10,000	10,000	350,000	9
Critical Supplier Payments	-	-	-	-	75,000	-	25,000	-	-	-	-	25,000	-	-	-	25,000	-	25,000	-	175,000	10
Strategic Advisor	-	-	-	-	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	-	-	-	-	57,750	11
Key Employee Retention Bonus	-	-	-	-	-	-	-	-	-	-	-	-	47,000	-	-	-	-	-	-	47,000	12
Restructuring costs for Subsidiaries	-	-	-	-	25,000		-	15,000	-	-	10,000	-	5,000	-	10,000	-	5,000	-	5,000	75,000	13
Raji Burn	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Lender Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	25,000	
Interest on Receiver Borrowing @ 15.2%		-	-	-	1,267	1,267	1,900	1,900	2,533	2,533	2,533	3,167	3,167	3,800	3,800	4,433	4,433	4,433	5,700	46,867	
Total Restructuring Costs	-	-	-	-	156,517	56,517	87,150	47,150	27,783	27,783	37,783	53,417	85,417	24,050	29,050	39,433	19,433	39,433	45,700	776,617	
OP EBITDA INCL Prof and Advisory fee and Restructuring cc	-34,732	51,236	-3,995	37,155	-353,769	-26,395	-183,937	-38,390	-139,571	-68,848	-86,347	-80,481	-163,343	-65,115	-69,614	-66,498	-92,359	-87,498	-84,264	-1,556,764	
Cash Analysis																					
Beginning Cash - Mednow Inc. Et al.	99,129	64,397	115,633	236,638	348,793	195,024	168,630	184,693	146,303	206,732	137,884	51,537	171,055	7,713	142,598	72,984	206,486	114,127	26,629	99,129	
Change in Cash - Mednow Inc Et al.	-34,732	51,236	-3,995	37,155	-353,769	-26,395	-183,937	-38,390	-139,571	-68,848	-86,347	-80,481	-163,343	-65,115	-69,614	-66,498	-92,359	-87,498	-84,264	-1,556,764	
Transfer from Receiver's Trust Account	-	-	125,000	75,000	200,000	-	200,000	-	200,000	-	-	200,000	-	200,000	-	200,000	-	-	75,000	1,475,000	
Ending Cash, Operating Accounts	64,397	115,633	236,638	348,793	195,024	168,630	184,693	146,303	206,732	137,884	51,537	171,055	7,713	142,598	72,984	206,486	114,127	26,629	17,365	17,365	
Add: Receiver's Trust Account	-	-	-	200,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Ending Cash Balance	64,397	115,633	236,638	548,793	195,024	168,630	184,693	146,303	206,732	137,884	51,537	171,055	7,713	142,598	72,984	206,486	114,127	26,629	17,365	17,365	

In the Matter of Receivership of Mednow Inc., 2716725 Ontario Inc., 10111132 Manitoba Ltd. (DBA Mednow MB), Mednow Clinic Services 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. (collectively "**Mednow**")

Notes to the Unaudited Cash Flow Forecast of Mednow

Disclaimer:

In preparing this cash flow forecast (the "**Cash Flow Forecast**"), Mednow has relied upon unaudited financial information and have not attempted to further verify the accuracy or completeness of such information. The Cash Flow Forecast includes estimates concerning the undertakings of Mednow based on the assumptions discussed below. The Cash Flow Forecast assumes Mednow's undertakings are in furtherance of receivership proceedings pursuant to the *Bankruptcy Insolvency Act* (the "**BIA**") and the *Law and Equity Act* (the "**LEA**").

Since the Cash Flow Forecast is based on assumptions about future events and conditions that are not ascertainable with certainty, the actual results achieved during the Cash Flow Period (as defined below) will vary from the Cash Flow Forecast, even if the assumptions materialize, and such variation may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

The Cash Flow Forecast includes the receipts and disbursements of Mednow during the period November 3, 2023 to March 9, 2024 (the "**Cash Flow Period**"). Mednow, with the assistance of Ernst & Young Inc., in its capacity as the Receiver of Mednow (the "**Receiver**"), have prepared the Cash Flow Forecast for the Cash Flow Period based on estimated receipts and disbursements related to the Receivership proceedings.

The Cash Flow Forecast assumes that the Debtors obtain an increase to the Receiver's Borrowing Charge of $475,000 from $1,000,000 to an amount not to exceed $1,475,000.

1. **Revenue:** Mednow revenue mainly consists of bi-weekly receipts from ODB (Ontario Drug Benefit Program) and insurance payments. Mednow revenues are projected to decrease by 5% from October 2023 and to remain constant throughout the receivership period.

2. **Revenue:** Medvisit revenue consists of inflow from OHIP around the 15th of each month

3. **Gross Margin:** Margin for Core business estimated at 28%

4. **Payroll Costs:** Payroll consist of bi-weekly payroll for the remaining employees. The payroll costs are assumed to be constant for the remainder of the receivership period as staffing levels are not forecast to change.

5. **Payroll Costs:** Payroll costs include payroll for Mednow and Medvisit employees.

6. **Employee Related Cost:** The monthly costs for the virtual care nurses are estimated at approximately $9k and are estimated to be incurred until March 2024.

7. **Other Overhead:** The Medvisit lease is considered to continue until the end of November 2023 after which it has been disclaimed.

8. **Professional / Advisory Fees (Non-Restructuring Costs):** Physician first (Claims processor for Medvisit) monthly fees of approximately $7k are forecast during the receivership period.

9. **Restructuring Costs:** Professional fees representing receiver and legal fees are estimated to be approx. $350k during the receivership period.

10. **Restructuring Costs:** Critical supplier payment consist of an initial payment in the approximate amount of $75K and a proposed payment plan of $25,000 per month during the receivership period.

11. **Restructuring Costs:** Include the costs of the former Chief Revenue Officer who has been contracted by the Receiver as a Strategic Advisor to the Receiver.

12. **Restructuring Costs:** A key employees retention bonus is forecast to be paid to the key employees at the end of the receivership period.

13. **Restructuring Costs:** Restructuring costs of approximately $75k are included for the proceedings relating to various subsidiaries.

Appendix H

RECEIVER CERTIFICATE

To: 1000699590 Ontario Inc.

CERTIFICATE NO. 001 - Revised

AMOUNT $ 200,000

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. (Collectively the "**Debtor**") 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. S-237444 has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $ 200,000, being part of the total principal sum of $ 1,000,000 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 monthly not in advance on the 1st day of each month after the date hereof at a notional rate per annum equal to the rate of 8 per cent above the prime commercial lending rate of 7.2 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.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Harris + Harris LLP

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 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 under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the 15th day of November, 2023.

Ernst & Young Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name: Peter Venetsanos CPA, CIRP, LIT
Title: Vice President

RECEIVER CERTIFICATE

To: 1000699590 Ontario Inc.

CERTIFICATE NO. 002

AMOUNT $ 200,000

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. (Collectively the "**Debtor**") 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. S-237444 has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $200,000, being part of the total principal sum of $ 1,000,000 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 monthly not in advance on the 1st day of each month after the date hereof at a notional rate per annum equal to the rate of 8 per cent above the prime commercial lending rate of 7.2 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.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Harris + Harris LLP

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 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 under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the 21st day of November, 2023.

Ernst & Young Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:
Name: Peter Venetsanos CPA, CIRP, LIT
Title: Vice President