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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE	)	WEDNESDAY, THE 6TH DAY
	)	
JUSTICE WALKER	)	OF DECEMBER, 2023
	)	

ON THE APPLICATION of the Applicant, Ernst & Young Inc., the court-appointed receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of the Respondents, coming on for hearing at Vancouver, British Columbia, ~~on~~ the 6th day of December, 2023; AND ON HEARING H. Lance Williams ~~and Ashley Bowren~~, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application for this order is hereby abridged such that the Notice of Application is properly returnable today and service of the Notice of Application on any interested party is herby dispensed with.

SALES PROCESS

2. The sale and investment solicitation process attached as **Schedule "B"** to this Order (the "**Sale Process**") is approved.

3. The Receiver is hereby authorized to carry out the Sale Process and to take such steps and execute such documentation as may be necessary or incidental to the Sale Process.

STALKING HORSE BID

4. The stalking horse asset purchase agreement (the "**Stalking Horse APA**") proposed by Alirey Corp. ("**AlireyCo**") and 1000699590 Ontario Inc. ("**1000Co**" and collectively with AlireyCo, when referred to in this capacity, the "**Stalking Horse Bidder**") is hereby approved to serve as the Stalking Horse Bid (as defined in the Sale Process). For greater certainty, if the Stalking Horse APA is selected as the Successful Bid (as defined in the Sale Process), the approval of this Honourable Court to consummate the transactions contemplated thereunder shall be sought by way of further application on notice to the service list maintained by the Receiver in these proceedings.

RECEIVER'S BORROWINGS CHARGE

5. The maximum principal amount of the Receiver's Borrowings Charge set out in paragraph 22 of the order pronounced in these proceedings on November 3, 2023 (the "**Receivership Order**") is increased to $1,475,000 from $1,000,000, and all provisions of the Receivership Order relating to the Receiver's Borrowings Charge are amended accordingly, *mutatis mutandis.*

GENERAL

6. The Receiver may, from time to time, apply to this Court for advice and directions in connection with the Sale Process or the discharge of their powers and duties hereunder.

7. Endorsement of this Order by counsel appearing on this application other than counsel for the Applicant is hereby dispensed with.

ENDORSEMENTS ATTACHED

BY THE COURT

REGISTRAR

CHECKED

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Lawyer for the Applicant
McCarthy Tétrault LLP
(H. Lance Williams and Ashley Bowron)

BY THE COURT

REGISTRAR

SCHEDULE "A"

LIST OF COUNSEL

Name of Counsel	Party Represented
H. Lance Williams	Ernst & Young Inc.
D. Fitzpatrick	Alirey Corp.
P. Fesharaki	HSBC Bank Canada

SCHEDULE "B"

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.

Phase 2 Bid Deadline

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