

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
(APPROVAL AND VESTING ORDER)**

BEFORE THE HONOURABLE

JUSTICE WALKER

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WEDNESDAY, THE 3RD DAY

OF APRIL, 2024

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 (collectively, the “**Debtors**”), coming on for hearing at Vancouver, British Columbia, on the 3rd day of April, 2024; AND ON HEARING Nathan Stewart, counsel for the Receiver, and those other counsel listed on **Schedule “A”** hereto; AND UPON READING the material filed, including the First Receiver’s Report, dated November 30, 2023 (the “**First Report**”) and the Second Receiver’s Report, dated March 26, 2024 (the “**Second Report**”);

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 hereby dispensed with.
2. The sale transaction (the "**Transaction**") contemplated by the Stalking Horse Asset Purchase Agreement dated effective November 30, 2023 (the "**Sale Agreement**") between the Debtors, by and through the Receiver and Airey Corp. and 1000699590 Ontario Inc. (collectively, the "**Purchaser**"), a copy of which is attached as Appendix "F" to the First Report, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser's nominees, Mednow Digital Inc., Mednow Digital Pharmacy (ON) Inc., Mednow Digital Pharmacy (BC) Inc., and Medvisit Inc. (collectively, the "**Nominees**"), of the assets described in the Sale Agreement (the "**Purchased Assets**").
3. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Nominees, in accordance with the allocation of the Purchased Assets set out in **Schedule "E"** hereto, in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated November 3, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule**

“D” hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
5. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
6. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtors' past and current employees, including personal information of those employees contemplated by Section 6.7 of the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.
7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Nominees at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on **Schedule “D”**.

8. The Receiver, with the consent of the Purchaser, shall be at liberty to make amendments or modifications to the Sale Agreement that would not be materially prejudicial to the interest of the Debtors' stakeholders and to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

9. Notwithstanding:

(a) these proceedings;

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

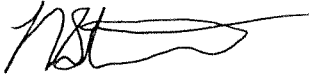
(c) any assignment in bankruptcy made by or in respect of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

11. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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
(Nathan Stewart)

BY THE COURT

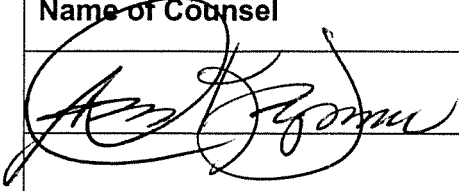


REGISTRAR



SCHEDULE "A"

LIST OF COUNSEL

Name of Counsel	Party Represented
	1000699590 ONTARIO INC ALIREY CORP

SCHEDULE "B"

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

RECEIVER'S CERTIFICATE

1. All capitalized terms used in this Receiver's Certificate and not otherwise defined shall have the meaning ascribed to them in the Order Made After Application (Approval and Vesting Order) pronounced by the Honourable Justice Walker of the Supreme Court of British Columbia (the "**Court**"), in the within proceedings, on April 3, 2024 (the "**Sale Approval and Vesting Order**").
2. Pursuant to the Sale Approval and Vesting Order, the Court provided for the vesting of the Purchased Assets, in the Purchaser, upon the filing of this certificate by the Receiver, confirming that the Transaction has been completed, to the satisfaction of the Receiver.

THE RECEIVER HEREBY CONFIRMS AND CERTIFIES THE FOLLOWING:

1. The Transaction has been completed, to the satisfaction of the Receiver.

DATE THIS _____ DAY OF _____, 2024

ERNST & YOUNG INC., in its capacity as the court-appointed receiver and manager of the assets, properties, and undertakings of the Respondents, and not in its personal or corporate capacity.

Per: _____

Name:

Title:

SCHEDULE "C"

ENCUMBRANCES

British Columbia Personal Property Registry

2716725 Ontario Inc.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	944695P	Dec 1, 2023 / Dec 1, 2027

Mednow Clinic Services Inc.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	329704P	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	720400P	Aug 10, 2023 / Aug 10, 2026
Alirey Corp.	885615P	Nov 1, 2023 / Nov 1, 2027

Mednow Inc.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	329687P	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	694365P	July 28, 2023 / July 28, 2028
Alirey Corp.	720389P	Aug 10, 2023 / Aug 10, 2026

Alirey Corp.	885602P	Nov 1, 2023 / Nov 1, 2027
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Mednow medical Inc.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	329710P	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	720388P	Aug 10, 2023 / Aug 10, 2026
Alirey Corp.	885612P	Nov 1, 2023 / Nov 1, 2027

Mednow Operations Inc.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	329691P	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	720394P	Aug 10, 2023 / Aug 10, 2026
Alirey Corp.	885607P	Nov 1, 2023 / Nov 1, 2027

Mednow Pharmacy Inc.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	329700P	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	720384P	Aug 10, 2023 / Aug 10, 2026

Alirey Corp.	885596P	Nov 1, 2023 / Nov 1, 2027
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Mednow Pharmacy MB Ltd.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	329701P	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	720383P	Aug 10, 2023 / Aug 10, 2026
Alirey Corp.	885585P	Nov 1, 2023 / Nov 1, 2027

Mednow Pharmacy Services Inc.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	329719P	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	720379P	Aug 10, 2023 / Aug 10, 2026
Alirey Corp.	885573P	Nov 1, 2023 / Nov 1, 2027

Mednow Technology Inc.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	329714P	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	720377P	Aug 10, 2023 / Aug 10, 2026

Alirey Corp.	885569P	Nov 1, 2023 / Nov 1, 2027
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Mednow Virtual Care Ltd.

Secured Party	Base Reg No.	Registration Date / Expiry Date
Alirey Corp.	329696P	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	720370P	Aug 10, 2023 / Aug 10, 2026
Alirey Corp.	885563P	Nov 1, 2023 / Nov 1, 2027

Manitoba Personal Property Registry

Mednow MB

Secured Party	Reg No.	Registration Date / Expiry Date
Alirey Corp.	202318216209	Nov 1, 2023 / Oct 31, 2027
Alirey Corp.	202313237003	Aug 10, 2023 / July 31, 2026
Alirey Corp.	202301501708	Jan 30, 2023 / Jan 30, 2025

Ontario Personal Property Registry

2716725 Ontario Inc.

Secured Party	File No. and Reg No.	Registration Date / Expiry Date
Alirey Corp.	500866506 / 20231201 1313 2734 0942	Dec 1, 2023 / Dec 1, 2027

Mednow East Inc.

Secured Party	File No. and Reg No.	Registration Date / Expiry Date
Alirey Corp.	790355664 / 20230130 1623 1590 9129	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	796130694 / 20230811 1021 1590 5881	Aug 11, 2023 / Aug 11, 2026
Alirey Corp.	798664905 / 20231101 1856 1590 6696	Nov 1, 2023 / Nov 1, 2027

Mednow Ontario Limited

Secured Party	File No. and Reg No.	Registration Date / Expiry Date
Alirey Corp.	790355673 / 20230130 1623 1590 9130	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	796130658 / 20230811 1020 1590 5880	Aug 11, 2023 / Aug 11, 2026

Alirey Corp.	798664851 / 20231101 1849 1590 6695	Nov 1, 2023 / Nov 1, 2027
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Mednow Pharmacy AB Ltd.

Secured Party	File No. and Reg No.	Registration Date / Expiry Date
Alirey Corp.	790355691 / 20230130 1624 1590 9132	Jan 30, 2023 / Jan 30, 2025
Alirey Corp.	796130766 / 20230811 1021 1590 5882	Aug 11, 2023 / Aug 11, 2026
Alirey Corp.	798665094 / 20231101 1939 1590 6697	Nov 1, 2023 / Nov 1, 2027

SCHEDULE "D"

PERMITTED ENCUMBRANCES

British Columbia Personal Property Registry

Mednow Pharmacy Inc.

Secured Party	Base Reg No.	Registration Date / Expiry Date
McKesson Canada Corporation	444933M	Sept 3, 2020 / Sept 3, 2025
McKesson Canada Corporation	444934M	Sept 3, 2020 / Sept 3, 2025
Imperial Distributors Canada Inc.	912328N	Aug 10, 2022 / Aug 10, 2027

Manitoba Personal Property Registry

100111132 Manitoba Ltd.

Secured Party	Reg No.	Registration Date / Expiry Date
McKesson Canada Corporation	202202290207	Feb 15, 2022 / Feb 15, 2027
McKesson Canada Corporation	202202290002	Feb 15, 2022 / Feb 15, 2027

Ontario Personal Property Registry

Mednow Inc.

Secured Party	File No. and Reg No.	Registration Date / Expiry Date
The Bank of Nova Scotia	773753535 / 20210623 0958 1219 1423	June 23, 2021 / June 23, 2025
Meridian Onecap Credit Corp.	783992727 / 20220615 1008 5064 9881	June 15, 2022 / June 15, 2030

Mednow East Inc.

Secured Party	File No. and Reg No.	Registration Date / Expiry Date
McKesson Canada Corporation	765844389 / 20200917 1002 1462 7701	Sept 17, 2020 / Sept 17, 2025
McKesson Canada Corporation	765844398 / 20200917 1002 1462 7702	Sept 17, 2020 / Sept 17, 2025

Mednow Ontario Limited

Secured Party	File No. and Reg No.	Registration Date / Expiry Date
McKesson Canada Corporation	779781276 / 20220120 1001 1462 9262	Jan 20, 2022 / Jan 20, 2027
McKesson Canada Corporation	779781285 / 20220120 1001 1462 9263	Jan 20, 2022 / Jan 20, 2027

SCHEDULE "E"

VESTING OF PURCHASED ASSETS IN NOMINEES

Capitalized terms used in this Schedule "E" and not otherwise defined herein or in the Order Made After Application (Approval and Vesting Order) pronounced by the Honourable Justice Walker of the Supreme Court of British Columbia, in the within proceedings, on April 3, 2024 (the "**Sale Approval and Vesting Order**"), to which this Schedule "E" is attached, shall have the same meaning as is ascribed to such terms in the Sale Agreement.

The Purchased Assets shall vest in the Nominees (as defined in the Sale Approval and Vesting Order) as follows:

- (i) all Property of the Vendors, excluding (a) Excluded Assets, (b) Property of Mednow Pharmacy Inc., (c) Property of Mednow Ontario Limited, (d) Property of 2716725 Ontario Inc., and (e) Property of Mednow Virtual Care Ltd., shall vest in the Nominee, Mednow Digital Inc.;
- (ii) all Property of Mednow Pharmacy Inc., but excluding any Excluded Assets, shall vest in the Nominee, Mednow Digital Pharmacy (BC) Inc.;
- (iii) all Property of Mednow Ontario Limited, but excluding any Excluded Assets, shall vest in the Nominee, Mednow Digital Pharmacy (ON) Inc.; and,
- (iv) all Property of Mednow Virtual Care Ltd. and 2716725 Ontario Inc., but excluding any Excluded Assets, shall vest in the Nominee, Medvisit Inc.