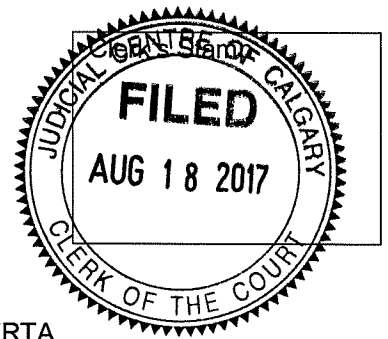


I hereby certify this to be a true copy of
the original ORDER

Dated this 18 day of August 2017

Amy Flight
for Clerk of the Court



COURT FILE NUMBER 1701-04943

COURT COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

IN THE MATTER OF RECEIVERSHIP OF
1508686 ALBERTA LTD., PAUL LACKAN
CONSULTING INC., and PMBRK
HOLDINGS LTD.

PLAINTIFF BANK OF MONTREAL

DEFENDANT 1508686 ALBERTA LTD., PAUL LACKAN
CONSULTING INC., PMBRK HOLDINGS
LTD., PAUL LACKAN and MELANIE
LACKAN, also known as MELANIE
OSTROSKY

DOCUMENT **APPROVAL AND VESTING ORDER**
(Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT DENTONS CANADA LLP
15th Flr., Bankers Court 850-2nd Street SW
Calgary, Alberta T2P 0R8

Attention: Derek Pontin / John Regush
Phone: +1 403.268.6301/7086
Fax: +1 403.268.3100
File No. 123233-1472

DATE ON WHICH ORDER WAS PRONOUNCED: August 18, 2017

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice A.D. MacLeod

UPON THE APPLICATION by the Bank of Montreal, the applicant creditor in respect of an earlier application to appoint Deloitte Restructuring Inc. as receiver and manager (the "Receiver") of the

undertaking, property and assets of 1508686 Alberta Ltd. (the "**Debtor**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement between the Receiver and Nuaid Pharmacy Inc. (the "**Purchaser**"), dated July, 2017, as amended by amending agreement dated August 9, 2017, 2017 (together, the "**Sale Agreement**"), as appended to the Confidential Supplement to the First Report of the Receiver dated August 11, 2017 (the "**Confidential Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated June 23, 2017 (the "**Receivership Order**"), the First Report of the Receiver, dated August 11, 2017 (the "**Report**"), the Confidential Report, the Affidavit of Trevor Bauer, dated August 16, 2017, and the Affidavit of Service of Rosie Cooney, dated August 16, 2017; **AND UPON HEARING** the submissions of counsel for the Bank of Montreal and the Purchaser, and from any other interested parties who may be present, it appearing all necessary parties were properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTIONS

2. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. 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 or for the conveyance of the Purchased Assets to the Purchaser (or its nominee).
3. The sale process and all actions taken by the Receiver to date, as outlined in the Report and Confidential Report, are commercially reasonable and are hereby ratified and approved.

VESTING OF PROPERTY

4. Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, 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:

any encumbrances or charges created by the Receivership Order; and

all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act (Alberta)* or any other personal property registry system;

and for greater certainty, all Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. The Transaction shall not trigger any right or rights of first refusal, and no person or entity may object or subsequently challenge the sale of the Purchased Assets to the Purchaser on the basis of a right of first refusal.
6. From and after the closing of the Transaction (including the payment of the purchase price by the Purchaser to the Receiver), the Receiver is authorized to discharge from the Personal Property Registry any claims registered against any of the Purchased Assets, to the extent the security interest is registered against the interest of the Debtor.

CLOSING OF THE TRANSACTION

7. The closing of the Transaction shall be effected in accordance with the terms of the Sale Agreement and such amendments to the Sale Agreement as may be agreed to in writing by the Receiver and the Purchaser.
8. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets ("**Net Proceeds**", to be held in the Receiver's trust account) 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 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 that possession or control immediately prior to the sale.
9. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor, which Claims will vest specifically and solely upon the Net Proceeds.
10. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remain in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit immediately after the delivery of the Receiver's Certificate, without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.

12. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
13. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted, in its sole discretion, to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser (or its nominee) 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 Debtor.
14. Notwithstanding:
- the pendency of these proceedings;
- any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- any assignment in bankruptcy made in respect of the Debtor
- the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* 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.
15. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

SEALING CONFIDENTIAL REPORT

16. Part 6, Division 4 of the Alberta Rules of Court does not apply to this Application.
17. The Confidential Report shall be filed in Queen's Bench Action Number 1701-04943 and shall immediately be sealed by the Clerk of the Court, kept confidential and not form part of the public record, and not be available for public inspection until the earlier of the Receiver's Certificate being filed in the within action or until otherwise ordered by this Court, upon seven days' notice to all interested parties, whereupon the Clerk of the Court shall remove the Confidential Report from the sealed envelope referred to below and place the Confidential Report on the public record. The Confidential Report shall be sealed and filed in an envelope containing the following endorsement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO
THE FIRST REPORT OF DELOITTE RESTRUCTURING INC. AS THE

COURT-APPOINTED RECEIVER AND MANAGER OF 1508686 ALBERTA LTD., PAUL LACKAN CONSULTING INC., AND PMBRK HOLDINGS LTD., WHICH SHALL BE SEALED UNTIL A RECEIVER'S CERTIFICATE IS FILED IN THE WITHIN ACTION OR UNTIL FURTHER ORDER OF THIS COURT AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE EXCEPT AFTER SUCH RECEIVER'S CERTIFICATE IS FILED OR IN ACCORDANCE WITH SUCH ORDER.

MISCELLANEOUS MATTERS

18. The Receiver be and is hereby authorized, but not required, to effect the voluntary assignment into bankruptcy of any or all of 1508686 Alberta Ltd., Paul Lackan Consulting Inc., and PMBRK Holdings Ltd., to prepare and make such documentation and filings, and take such further steps, as the Receiver deems necessary or appropriate in its sole and unfettered discretion, and to act as trustee in bankruptcy in connection with any such assignments.
19. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as 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.
20. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
21. Service of this Order on any party not attending this application is hereby dispensed with.

~ Justice Macleod ~

JCQBA

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

RECEIVER'S CERTIFICATE



ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECITALS

- A. Pursuant to an Order of the Honourable Justice **[Name]** of the Court of Queen's Bench of Alberta, Judicial District of _____ (the "Court") dated **[Date of Order]**, **[Name of Receiver]** was appointed as the receiver (the "Receiver") of the undertaking, property and assets of **[Debtor]** (the "Debtor").

- B. Pursuant to an Order of the Court dated **[Date]**, the Court approved the agreement of purchase and sale made as of **[Date of Agreement]** (the "Sale Agreement") between the Receiver and **[Name of Purchaser]** (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

[Name of Receiver], in its capacity as Receiver of the undertaking, property and assets of [Debtor], and not in its personal capacity.

Per; _____

—

Name:

Title: