

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

Dated this 27 day of June 18

[Signature]
for Clerk of the Court



COURT FILE NUMBER 1701-07486
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF TORONTO-DOMINION BANK
DEFENDANT RONALD C. WITZKE PROFESSIONAL CORPORATION, MEDIDENT INNOVATIONS LTD., MEDIDENT HEALTH CENTRE LTD., DR. R.C. WITZKE PROFESSIONAL DENTAL CORPORATION, R.C. WITZKE PROFESSIONAL CORPORATION, RONALD C. WITZKE

DOCUMENT APPROVAL AND VESTING ORDER
(Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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Attention: Howard A. Gorman, Q.C./John Cassell

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File No. 1000142876

DATE ON WHICH ORDER WAS PRONOUNCED: June 27, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice G.A. Campbell

UPON THE APPLICATION by Hardie & Kelly Inc. in its capacity as the Court-appointed receiver and manager (the Receiver) of the undertaking, property and assets of Medident Innovations Ltd. (the Debtor) for an order approving the sale transaction (the Transaction) contemplated by a Bill of Sale (the Sale Agreement) between the Receiver and Southland Surgical Centre Inc. (the Purchaser) dated May 9, 2018 and attached as Appendix "F" to the First Report of the Receiver dated June 19, 2018 (the First 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 8, 2017 (the **Receivership Order**), the First Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Toronto-Dominion Bank (TD) and any other interested party appearing at the application;

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.

ACTIONS OF THE RECEIVER

2. The actions taken by the Receiver to date, and in particular the actions of the Receiver regarding the sale of the Purchased Assets, as reported in the First Report, are hereby approved and ratified.

APPROVAL OF TRANSACTION

3. The Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders. 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).

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 listed at Schedule "A" to the Sale Agreement and listed on Schedule "B" 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, registered or otherwise), hypothecs, caveats, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, assignments, actions, taxes, judgments, writs of execution, options, agreements, disputes, debts, debentures, easements, covenants, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of the Debtors, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, registered or otherwise and whether by payment, set-off or otherwise, whether

liquidated, unliquidated or contingent (collectively, the "Claims") including, without limiting the generality of the foregoing:

- a. any encumbrances or charges created by the Receivership Order;
- b. 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, 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.

5. 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 claim registered against any of the Personal Property being purchased by the Purchaser (or its nominee), to the extent the security interest is registered against the interests of the Debtors.
6. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar or Registrars of the Alberta Land Titles Office (the "Registrar") is hereby authorized, requested, and directed to (in each case as applicable):
 - a. Enter the Purchaser (or its nominee) as the owner, lessee, and/or licensee of the Purchased Assets;
 - b. Cancel the existing Certificates of Title to the Purchased Assets and issue new Certificates of Title for the Purchased Assets, in the name of the Purchaser (or its nominee);
 - c. Delete and expunge from the existing title documents concerning the Purchased Assets all applicable Claims including encumbrances; and
 - d. Register such transfers, discharges, discharge statements, or conveyances, as may be required to convey clear title to the Purchased Assets to the Purchaser (or its nominee), subject only to the Permitted Encumbrances.
7. This Order shall be registered and the steps set out in Paragraph 6 shall be carried out by the applicable Registrar notwithstanding the requirements of the applicable federal and provincial legislation including but not limited to the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
8. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's

Certificate all Claims and Encumbrances 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 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 Vendor, Debtor or any affiliate of the Vendor or the Debtor, and the Purchaser (or its nominee) shall not be deemed a successor of or to the Debtor or any of their affiliates for any Claims of any kind or nature whatsoever against the Debtor or any of their Affiliates or against the Purchased Assets.
10. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental and equity of redemption in respect of or to the Purchased Assets and, to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any certificates, instruments or other indicia of title representing or evidencing any right, title, estate or interest in and to 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 without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
12. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
13. 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).
14. 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 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.
15. Notwithstanding:


- c. the pendency of these proceedings;
- d. 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
- e. 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.

16. 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.

MISCELLANEOUS MATTERS

17. 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.
18. 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.
19. Service of this Order on any party not attending this application is hereby dispensed with.


 J.C. C.Q.B.A.

Schedule "A"

| | | |
|---|--|---------------|
| COURT FILE NUMBER | 1701-07486 | Clerk's Stamp |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA | |
| JUDICIAL CENTRE | CALGARY | |
| PLAINTIFF | TORONTO-DOMINION BANK | |
| DEFENDANT | RONALD C. WITZKE PROFESSIONAL CORPORATION, MEDIDENT INNOVATIONS LTD., MEDIDENT HEALTH CENTRE LTD., DR. R.C. WITZKE PROFESSIONAL DENTAL CORPORATION, R.C. WITZKE PROFESSIONAL CORPORATION, RONALD C. WITZKE | |
| DOCUMENT | RECEIVER'S CERTIFICATE | |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Norton Rose Fulbright Canada LLP 400 3 rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 Phone: +1 403.267.8222 Fax: +1 403.264.5973 | |
| | Attention: Howard A. Gorman, Q.C./John Cassell | |
| | howard.gorman@nortonrosefulbright.com john.cassell@nortonrosefulbright.com | |
| | File No. | 1000142876 |

RECITALS

- A. Pursuant to an Order of the Honourable Justice G.A. Campbell of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the Court) dated June 27, 2018, Hardie & Kelly Inc. was appointed as the receiver (the Receiver) of the undertaking, property and assets of Medident Innovations Ltd. (the Debtor).
- B. Pursuant to an Order of the Court dated June 27, 2018, the Court approved the agreement of purchase and sale made as of May 9, 2018 (the Sale Agreement) between the Receiver and Southland Surgical Centre Inc. (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 sections 7 and 8 of the Sale Agreement have been satisfied or

waived by the Receiver and the Purchaser; and (ii) 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 sections 7 and 8 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].

Hardie & Kelly Inc., in its capacity as Receiver of the undertaking, property and assets of Medident Innovations Ltd, and not in its personal capacity.

Per: _____

Name:

Title:

Execution Copy

Schedule "B"

Schedule A to the Bill of Sale between
HARDIE & KELLY INC. in its capacity as receiver of Medident Innovations Ltd., and not in its personal or corporate capacity
AND
SOUTHLAND SURGICAL CENTRE INC.

Assets

| Qty | Description | U/n |
|-----|---|---------------------------------------|
| 2 | Hamper Cart Stainless with hamper bag | |
| 1 | Neptuna 2 Ultra Docking Station (Stryker) | 1528501283 |
| 2 | Hamper stands | |
| | Misc Linens | |
| 1 | Samsung 32" Wall-Mounted Monitor | |
| 3 | Eye Surgery Stretcher | 1511 087846; 1511 087847; 1511 087848 |
| 1 | Low Meditek stool | |
| 2 | Meditek Mobile Surgical Instrument Trays | |
| 2 | 14" Kick Bucket with removable 12 quart basin | |
| 1 | Over operating table | |
| 2 | Hydraulic Surgeon's Stools | |
| 1 | Con-Med Electro-Surgery System 2450 M/N 802450120 | 16060045 |
| 1 | KLS Martin Mervac | MR40210900160591 |
| 1 | Forester Mobile Cart Delivery System | A51457 |
| | Shelves and accessories | |
| 1 | Neptuna 2 Ultra Rover (Stryker) | 1529501083 |
| 1 | Oparon D-Series M/N Oparon-D-860 | 3801110-W-10914 |
| 2 | Anesthesia Workstation Cart with 6 drawers | 80776 |
| 10 | Mobile Surgical Carts (Suncoast) | |
| 2 | Acuro View GE Datax-Ohmeda Unit | APHV00165 |
| 1 | Preva Intra-Oral X-ray mobile M/N 3-A-1027 | DB79230 / TB790141 |
| 2 | Leather Chairs Grey | |
| 1 | Leather Love Seat | |
| 3 | Meditek IV Stands M/N 445-0300-0002 | |
| 2 | Meditek Carts with drawers M/N 445-0850-000 | |
| 2 | Caracappa Monitor B4-50 PTO Model | SNE18040026HA/16040025HA |
| 1 | Stryker Warming Cabinet | |

Execution Copy

| | | |
|---|--|---------------------------------|
| 2 | Oxygen regulators | |
| | Misc supplies | |
| 1 | Anesthesia Boom | |
| 1 | Equipment Boom | |
| 1 | Large metal filing cabinet | |
| 2 | Hi-Sense Monitors/TVs | 32M134401H00558; ? |
| 1 | Mobile Corner Desk | |
| 1 | HP OfficeJet 3830 | |
| 1 | Large Leather Chair | |
| 1 | Wooden/metal bench | |
| 2 | Keurig 2.0 | |
| 1 | Danby 3/4 Fridge | |
| 4 | Breakfast Bar Stools | |
| 2 | like type Chairs | |
| 2 | Air Techniques Alrstar 30 Compressor | AS483-15100041 / AS483-15100042 |
| 1 | Class1inc Medical Vacuum System M/N OLRV200-R50X2 | MV727533 |
| 1 | Dristream by Vaporlogic | 1236996-01-01 |
| 1 | Ceiling Mounted Birchfold Surgical Light with 2 Arms | 66247 |
| 1 | Cummins Power Generator | |
| 3 | GeneSys Manifold Systems | M727533-1; M727533-2; ? |
| 8 | Lockers | |
| 1 | Built-in Shelf with 3 Upper Cabinets | |
| 1 | Built-in Shelf with Upper and Lower Cabinets | |
| 1 | Built-in Corner Shelf with Upper and Lower Cabinets | |
| 1 | Built-in Shelf with 2 sinks | |
| 1 | Custom Reception Desk | |
| 1 | Built-in Shelf with lower cabinets | |
| 1 | Custom Reception Desk | |
| 1 | Built-in Shelf with lower cabinets | |
| 1 | Custom Wall Storage with Counter (no uppers) | |
| 1 | Corner Storage Unit with Upper and Lower Cabinets | |
| 1 | Breakfast bar | |
| 1 | Built-in Counter with Upper and Lower Storage | |
| 1 | Large Stainless Steel Surgical Bench | |
| | | |
| | | |