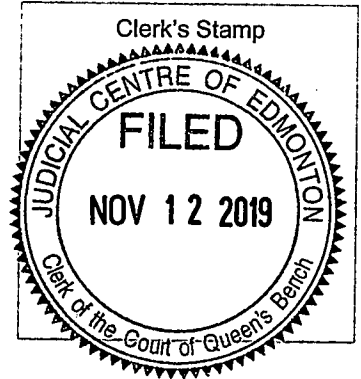


COURT FILE NUMBER 1803-13761
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS EDMONTON SOUTH ANIMAL HOSPITAL LTD., PRIME VET CORPORATION, PRIME VET HOLDING CORP., LAKEVIEW ANIMAL HOSPITAL LTD., CUMBERLAND VETERINARY SERVICES LTD., IGNACIO YAP TAN and AMANDA RAE TAN



DOCUMENT **APPLICATION BY MNP LTD., the Receiver**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866
Lawyer's Name: Stephanie A. Wanke
Spencer Norris
Lawyer's Email: swanke@millerthomson.com
snorris@millerthomson.com
File No.: 182818.4

NOTICE TO RESPONDENT(S): Listed in the Service List provided in Schedule "A" hereto.

This application is made against you. You are a respondent. You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date: November 18, 2019
Time: 3:00 p.m.
Where: Law Courts Building, Edmonton
Before Whom: The Honourable Associate Chief Justice ^{D.R. Mah} ~~K.G. Nielsen~~

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. An Order, substantially in the form provided in Schedule "B", among other things:

- (a) abridging the time for service of notice of this Application to the time actually given, if necessary, and an Order deeming service upon the parties served as good and sufficient service;
- (b) approving the First Report (the "**First Report**") of MNP Ltd. (the "**Receiver**") DATED November 12, 2019, in its capacity as Receiver of Edmonton South Animal Hospital Ltd., Prime Vet Corporation, Prime Vet Holding Corp., Lakeview Animal Hospital Ltd., Cumberland Veterinary Services Ltd., (collectively, the "**Debtor**"), and the activities of the Debtor therein
- (c) approving sale and vesting title of the certain assets (the "**Assets**") described in the First Report of the Receiver and the Confidential Addendum to the First Report (the "**Confidential Addendum**").
- (d) authorizing the Receiver to discharge all registered encumbrances of the Assets in order to transfer the Assets free and clear;
- (e) Ordering Dr. Ignacio Tan Yap ("**Tan**") and any affiliate, agent, or employee of Tan or any corporation controlled by Tan from contacting IDEXX Laboratories, Inc. or any of its affiliates about any information or data of the Edmonton South Animal Hospital Ltd. (the "**Proprietary Data and Information**"), the rights and interests of which are proposed to be sold to VetCan Corp. as further described in the First Report;
- (f) Directing Tan and any affiliate, agent, or employee of Tan or any corporation controlled by Tan to return to the Receiver any of the Proprietary Data and Information in their possession or destroying said Proprietary Data and Information in their possession;
- (g) declaring Division 4 of the Part 6 of the *Rules of Court* does not apply to this Application, and the Confidential Appendices be temporarily sealed until the proposed sale as outlined in the First Report is closed in accordance with its terms or until further Order of the Court.

2. Such further and other relief as the Receiver may advise.

Grounds for making this application:

Sale and Vesting Order

3. The Receiver was appointed the receiver Edmonton South Animal Hospital Ltd., Prime Vet Corporation, Prime Vet Holding Corp., Lakeview Animal Hospital Ltd., Cumberland Veterinary Services Ltd. pursuant to the Order of the Honourable Associate Chief Justice K.G. Nielsen granted June 21, 2019 (the "**Receivership Order**").
4. The Receivership Order authorizes the Receiver to, among other things:
 - (a) Market any or all of the personal property (collectively called the "**Property**") of the Debtor (and to solicit offers in respect of such Property or any part or parts thereof), in accordance with Paragraph 3(k)
 - (b) Negotiate the terms and conditions of a sale of Property of the Debtor in accordance with Paragraph 3(k) thereof;
 - (c) Sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Honourable Court; and

- (d) Apply for any Vesting Orders necessary to convey the Property or any part or parts thereof to a purchaser free and clear of any liens and encumbrances in accordance with Paragraph 3(m) thereof.
- 5. The Receiver has conducted a sales process for the Assets as more thoroughly described in the First Report.
- 6. The offers received by the Receiver are summarized in the Confidential Addendum.
- 7. As set out in the First Report, the Receiver has received and accepted an offer for the Assets from VetCan (the "Offer").
- 8. The Receiver is of the view that the Offer is fair and reasonable, and that acceptance of the Offer and completion of the transaction contemplated by the Offer is in the best interest of the Debtor, its creditors, and other stakeholders.

Proprietary Data and Information

- 9. During the Receiver's sales process of the Assets, the Receiver was advised that Tan contacted Idexx Laboratories, Inc. with respect to combining the Proprietary Data and Information held and administered by Idexx Laboratories, Inc. with the database of another veterinary clinic.
- 10. The Receiver confirmed with Idexx Laboratories, Inc. that the Proprietary Data and Information was not transferred and that Tan was not authorized to access the Proprietary Data and Information which forms part of the Assets, or make any requests in regards to the accounts under the control of the Receiver.
- 11. The Receiver, through counsel, sent a letter to Tan confirming that any such requests or efforts to access to the Proprietary Data and Information were required to cease and desist immediately.

Sealing Order

- 12. The Confidential Addendum contains confidential information of a commercial nature which, if disclosed to third parties prior to the completion of the Receiver's sales process of the Debtor's Property, could materially jeopardize the Receiver's sale process, or if the sale of the Assets does not close, could materially jeopardize the value that the Receiver is subsequently able to obtain from the sale of the Assets, and as such, it is appropriate that the Court dispense with filing the Confidential Appendices with the Clerk of the Court until the Receiver's has concluded its sale of the Property, or grant an interim Temporary Sealing Order in relation thereto.

Material or evidence to be relied on:

- 13. First Report of the Receiver dated November 12, 2019, filed.
- 14. Unfiled Confidential Addendum to the First Report of the Receiver.
- 15. Such further and other material as legal counsel for the Receiver may advise and this Honourable Court may permit.

Applicable rules:

- 16. Alberta *Rules of Court*, AR 124/2010 including Division 4 Part 6 and Rules 6.3, 6.28, and 13.5(2).
- 17. Such further and other authority as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

18. N/A

Any irregularity complained of or objection relied on:

19. N/A

How the application is proposed to be heard or considered:

20. In person in open Chambers on the Commercial List.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A"

SERVICE LIST

QB Action 1803-13761

ROYAL BANK OF CANADA

v

**EDMONTON SOUTH ANIMAL HOSPITAL LTD. PRIME VET CORPORATION, PRIME VET HOLDING CORP.
LAKEVIEW ANIMAL HOSPITAL LTD., CUMBERLAND VETERINARY SERVICES LTD., IGANCIO YAP TAN,
AND AMANDA RAE TAN**

Party	Counsel	Address	Service Method
Receiver		MNP Ltd. 10235 101 St. NW Suite 1300 Edmonton, AB T5J 3G1 Attn: Karen Aylward * Eric Sirrs	karen.aylward@mnp.ca eric.sirrs@mnp.ca
With a copy to:	Stephanie A. Wanke Spencer Norris	Miller Thomson LLP 2700, 10155-102 Street Edmonton, AB T5J 4G8	swanke@millerthomson.com snorris@millerthomson.com
Edmonton South Animal Hospital Prime Vet Corporation Prime Vet Holding Corp. Lakeview Animal Hospital Ltd. Cumberland Veterinary Services Ltd. Igancio Yap Tan Amanda Rae Tan	Michael A. Murray	Shourie Bhatia LLP 2019, 2920 Calgary Trail NW Edmonton, AB T6J 2G8	mmurray@sb-llp.com
Royal Bank of Canada	Dana M. Nowak Mandi Deren-Dube	MLT Aikins LLP 2200, 10235 – 101 Street NW Edmonton, AB T5J 3G1	dnowak@mltaikins.com mderendube@mltaikins.com

Party	Counsel	Address	Service Method
Canada Revenue Agency	George Bódy	Canada Revenue Agency Department of Justice (Canada) #300, 10423 – 101 Street NW Edmonton, AB T5H 0E	George.body@justice.gc.ca
National Leasing Group Inc. / CWB National Leasing Inc.		1525 Buffalo Place Winnipeg, MB R3T 1L9 Attn: Dan Schwartz	debtenforcement@cwbnationaleasin g.com
IndCom Leasing Inc.		5061 Ure Street Oldcastle, ON N0R 1L0 Attn: Becky Harris	bharris@indcomleasing.com
Essex Capital Leasing Corp.		3280 Devon Drive Windsor, ON N8X 4L4	Registered Mail

Party	Counsel	Address	Service Method
Toyota Credit Canada Inc.		Toyota Credit Canada Inc. 80 Micro Court, Suite 200 Markham, ON L3R 9Z5	Registered Mail
VetCan Corp.	Donald H. Heighington	13915 161 Avenue NW Edmonton, AB T6V 0E5	dheighington@altabusinesslaw.com Vetcancorp@hotmail.com
City of Edmonton		2 nd Floor, Edmonton Service Centre 10111 104 Ave NW Edmonton, AB T5J 0J4	Registered Mail
1169816 Alberta Ltd.		3829 – 99 St. NW Edmonton, AB T6E 6J1 And a copy to: McCOR Management (AB), Inc. Attn: Daniel Barron	Registered Mail dbarron@mccor.ca

COURT FILE NUMBER 1803-13761
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANT EDMONTON SOUTH ANIMAL HOSPITAL LTD., PRIME VET CORPORATION, PRIME VET HOLDING CORP., LAKEVIEW ANIMAL HOSPITAL LTD., CUMBERLAND VETERINARY SERVICES LTD., IGNACIO YAP TAN and AMANDA RAE TAN

Clerk's Stamp

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

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer's Name: Stephanie A. Wanke
Spencer Norris
Lawyer's Email: swanke@millerthomson.com /
snorris@millerthomson.com
File No.: 182818.4

DATE ON WHICH ORDER WAS PRONOUNCED: NOVEMBER 18, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE D. R. MAH

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertakings, property and assets of Edmonton South Animal Hospital Ltd., Prime Vet Corporation, Prime Vet Holding Corp., Lakeview Animal Hospital Ltd., Cumberland Veterinary Services Ltd. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and VetCan Corp. (the "Purchaser") dated November 8, 2019 and appended to the Confidential Addendum (the "Confidential Addendum") to the First Report of the Receiver dated November 12, 2019 (the "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 NOTING that pursuant to the Receivership Order dated June 21, 2019 (the "**Receivership Order**"), Royal Bank of Canada ("**RBC**") advanced EIGHTY THOUSAND DOLLARS (\$80,000) under a Receiver's Certificate (the "**Receiver's Borrowings**");

AND UPON HAVING READ the Receivership Order, the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, and such other that appeared, if any, although properly served as appears from the Affidavit of Service;

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, 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.

ACTIVITIES OF THE RECEIVER

2. The activities, conduct, and actions of the Receiver as described in the First Report are hereby approved.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and 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 completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Upon 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 Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they

have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

5. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

6. Without limiting the foregoing, the Receiver shall be permitted to cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interest (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
9. For the purposes of determining the nature and priority of Claims, net proceeds from 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 from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from 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. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
10. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
11. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever 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 artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in

and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

12. 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, through or against the Debtor.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
14. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. 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) to which the Debtor was entitled.

PROPRIETARY DATA AND INFORMATION

16. The Defendant, Ignacio Yap Tan ("**Tan**"), and any affiliate, agent, or employee of Tan or any corporation controlled by Tan ("**Parties**") shall not contact IDEXX Laboratories, Inc. ("**IDEXX**") or any of its affiliates, or any administrator of IDEXX's Cornerstone Software, about any information or data of Edmonton South Animal Hospital Ltd. nor shall any of the aforesaid Parties make use of any information or data which forms part of the Purchased Assets.

INTERIM DISTRIBUTION

17. The Receiver is hereby authorized to make the following interim distribution from the net proceeds of the Transaction:
 - (a) Payment to CWB National Leasing Inc. ("**CWB**") in the amount of the outstanding indebtedness of the Debtor to CWB secured against the Purchased Assets, provided that the Receiver and CWB agree as to the quantum of the outstanding indebtedness; and

- (b) Payment to Indcom Leasing Inc. ("Indcom") in the amount of the outstanding indebtedness of the Debtor to Indcom secured against the Purchased Assets, provided that the Receiver and CWB agree as to the quantum of the outstanding indebtedness; and
- (c) Repayment to RBC of the Receiver's Borrowings, as authorized and contemplated by paragraph 26 of the Receivership Order.

SEALING ORDER

- 18. Division 4 of Part 6 of the Rules does not apply to this Application, and the Clerk of the Court be and is hereby directed to seal the Confidential Addendum to the First Report on the Court file until the Receiver has concluded its sale process and the filing of a letter with the Clerk of the Court from the Receiver confirming the sale process of all the property of the Debtor has been completed and all resulting sales therefrom have closed, or until such further Order of the Court.
- 19. The Clerk of this Honourable Court is hereby directed to seal the Confidential Addendum to the First Report in an envelope setting out the style of cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS CONFIDENTIAL ADDENDUM TO THE FIRST REPORT DATED NOVEMBER 12, 2019. THIS CONFIDENTIAL DOCUMENT IS SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE JUSTICE D.R. MAH ON NOVEMBER 18, 2019. THE CONFIDENTIAL DOCUMENT IS NOT TO BE ACCESSED BY ANY PERSON UNTIL THE EARLIER OF:

- (a) **THE FILING WITH THE COURT OF A LETTER AND CERTIFICATE FROM THE RECEIVER CONFIRMING THAT THE SALES PROCESS OF ALL THE PROPERTY OF THE DEBTOR HAS CONCLUDED TO THE SATISFACTION OF THE RECEIVER;**
- (b) **THE RECEIVER HAS BEEN DISCHARGED; OR**
- (c) **FURTHER ORDER OF THE COURT.**

MISCELLANEOUS MATTERS

- 20. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;

- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute;

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 transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA 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.

- 21. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction 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.
- 22. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
- 23. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at: www.mnpdebt.ca

and service on any other person is hereby dispensed with.

24. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A" – FORM OF RECEIVER'S CERTIFICATE

COURT FILE NUMBER	1803-13761
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANTS	EDMONTON SOUTH ANIMAL HOSPITAL LTD., PRIME VET CORPORATION, PRIME VET HOLDING CORP., LAKEVIEW ANIMAL HOSPITAL LTD., CUMBERLAND VETERINARY SERVICES LTD., IGNACIO YAP TAN and AMANDA RAE TAN
DOCUMENT	RECEIVER'S CERTIFICATE

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MILLER THOMSON LLP Barristers and Solicitors 2700, Commerce Place 10155-102 Street Edmonton, AB, Canada T5J 4G8 Phone: 780.429.1751 Fax: 780.424.5866 Lawyer's Name: Stephanie A. Wanke Lawyer's Email: swanke@millerthomson.com File No.: 182818.4
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RECITALS

- A. Pursuant to an Order of the Honourable Associate Chief Justice K.G. Nielsen of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated June 21, 2019, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Edmonton South Animal Hospital Ltd., Prime Vet Corporation, Prime Vet Holding Corp., Lakeview Animal Hospital Ltd., Cumberland Veterinary Services Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated November 18, 2019, the Court approved the agreement of purchase and sale made as of November 8, 2019 (the "**Sale Agreement**") between the Receiver and VetCan Corp. (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 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, capitalized terms 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 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 _____ on _____.

MNP LTD., in its capacity as Receiver of the undertakings, property and assets of EDMONTON SOUTH ANIMAL HOSPITAL LTD., PRIME VET CORPORATION, PRIME VET HOLDING CORP., LAKEVIEW ANIMAL HOSPITAL LTD., CUMBERLAND VETERINARY SERVICES LTD., and not in its personal capacity.

Per; _____

Name:

Title:

SCHEDULE "B" – PURCHASED ASSETS

Description	Serial Number
EDMONTON SOUTH LOCATION	
V-top Surgery Table w/ SurgiVet Equator Convective Warming	2004-0632
Burton Outpatient II Examination Light	
Surgi-Vet Vital Signs ICU Monitor/Stand	
Baxter FloGard 6201 Volumetric Infusion Pump	
CME Vet-Pro VIP 2000 Infusion Pump	CV48088
Surgi-Vet Anesthesia Machine	4206752
Surgi-Vet Ventilator	4201324
DRE Citadel 180 Electrosurgical Unit, w/ Pump	L215E04H
Sentry Safe	T6331G0610201767
Isolette C100-200-2 Infant Incubator	GW04262
Kennels - 11 Door Laminate w/ Tempered Glass, 2 Door Dog Runs	
CME Vet-Pro VIP 2000 Infusion Pump	CV43556
Baxter FloGard 6201 Volumetric Infusion Pump	6102307FA
Baxter FloGard 6301 Dual Channel Volumetric Infusion Pump	13090264FB
Vet Ray Standard Vet TS Analog X-Ray System	22000BZX00654000
Dentalaire DTP00509 Ultimate Dental Station System	
Companion Ultrasound Machine	LU19002010
SurgiVet Anesthesia Machine	4201323
QFE U9204 Monitor/Stand (Unknown if working)	4007962

Description	Serial Number
Corix Pro 70 Dental X-Ray Machine	14082
Stainless Steel Electric Exam Table	
L&R Quantrex Ultrasonic Q210	
Accu-Scope 3000 LED Series Binocular Microscope	
IDEXX SediVue DX Urine Sediment Analyzer	SVDX01000880
IDEXX SNAPshot DX Blood Analyzer	SSDX002263
2012 IDEXX ProCyte DX Hematology Analyzer	A4901
IDEXX Catalyst Dx Chemistry Analyzer	
IDEXX VetLab Station	
VetLab UA IDEXX SNAP Pro IDEXX SNAP Pro IDEXX Coag DX	2001836 22135100147 22144700346 ID-0007730
Tuttnauer 2340M Autoclave Steam Sterilizer	2911422
Eppendorf Mini Spin Centrifuge	5452DH174424
LW Scientific Ultra 8D Centrifuge	D100180
IDEXX Blood Rocker	142862611
SonoScape S2 Portable Digital Color Doppler Ultrasound System	3215595
Stainless Steel Sink	
Stainless Steel Kennels - 9 Door, Rolling	
Burton Surgical Lamp	

Description	Serial Number
Exam Room w/ Exam Table and Smart Weigh BS200 Digital Baby Scale	
Exam Room w/ Exam Table and Scale *No Photo	
Detecto Vet 330 Digital Scale	OHC000357
Office Furniture and Equipment Including: HP Laptop, (2) LG TV's, (2) Dell PC's w/ Monitors, Dell Laptop, (12) Chairs, Flavia Coffee Maker, Water Cooler	
Miscellaneous Equipment Including: Whirlpool Washer & Dryer, (2) Folding Tables, Frigidaire Freezer, Shark Vacuum, (2) Stainless Steel Vet Tables, (5) Wood Racks, Stool, Mop Pail, (2) Wood Cabinets, (2) Gondola Shelf Units, Garbage Can, Frigidaire Fridge, Towels and Blankets, Welch Allyn Light	
All Animal Drugs and Medical Supplies	
All Pet Food and Inventory	
All rights and interest of the Vendor in the phone number 780.989.5595.	
All rights and interest of the Vendor in the "Edmonton South Animal Hospital Facebook page	
All rights and interest of the Vendor in the domain edmontonanimalhospital.com and data, if any, contained on the former Edmonton South Animal Hospital page, but not including any data that is not property of the Vendors or is not used in carrying on the Business.	
All rights and interest of the Vendor in the client and patient data and information of Edmonton South Animal Hospital Ltd. held by IDEXX Laboratories, Inc.	

SCHEDULE "C" – CLAIMS

1. Security Agreement by Royal Bank of Canada (secured party) registered against Edmonton South Animal Hospital Ltd. bearing registration number 11072812742 at the Personal Property Registry and all amendments thereto.
2. Security Agreement by Royal Bank of Canada (secured party) registered against Prime Vet Corporation bearing registration number 13082229802 at the Personal Property Registry and all amendments thereto.
3. Security Agreement by CWB National Leasing Inc. (secured party) registered against Edmonton South Animal Hospital Ltd. bearing registration number 1411812239 at the Personal Property Registry and all amendments thereto.
4. Security Agreement by CWB National Leasing Inc. (secured party) registered against Edmonton South Animal Hospital Ltd. bearing registration number 15032402439 at the Personal Property Registry and all amendments thereto.
5. Security Agreement by Royal Bank of Canada (secured party) registered against Prime Vet Corporation bearing registration number 16032910995 at the Personal Property Registry and all amendments thereto.
6. Security Agreement by Royal Bank of Canada (secured party) registered against Edmonton South Animal Hospital Ltd. bearing registration number 16092019262 at the Personal Property Registry and all amendments thereto.
7. Security Agreement by Indcom Leasing Inc. (secured party) registered against Edmonton South Animal Hospital Ltd. bearing registration number 16110405803 at the Personal Property Registry and all amendments thereto.
8. Writ of Enforcement in favour of Royal Bank of Canada (Creditor) registered against Edmonton South Animal Hospital Ltd. bearing registration number 19070342537 at the Personal Property Registry and all amendments thereto.
9. Writ of Enforcement in favour of Royal Bank of Canada (Creditor) registered against Prime Vet Corporation bearing registration number 19070340251 at the Personal Property Registry and all amendments thereto.

SCHEDULE "D" - PERMITTED ENCUMBRANCES

NIL