

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

AND

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c. B-3, AS AMENDED AND SECTION
39 OF THE *LAW AND EQUITY ACT*, RSBC 1996 c. 253, AS AMENDED

AND

IN THE MATTER OF THE RECEIVERSHIP OF DIONYMED BRANDS INC.

BETWEEN:

GLAS Americas LLC

PETITIONER

AND:

DionyMed Brands Inc.

RESPONDENT

ORDER MADE AFTER APPLICATION
(Approving bidding procedures)

BEFORE))	November <u>26</u> , 2019
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ON THE APPLICATION of FTI Consulting Canada Inc., in its capacity as the court-appointed receiver (the "**Receiver**") of all of the assets, undertakings and property of DionyMed Brands Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor pursuant to the receivership order issued on October 29, 2019 (the "**Receivership Order**") in the within proceedings; AND ON READING the Receiver's First Report to the Court dated November 19, 2019 (the "**First Report**"); AND ON HEARING from counsel for the Receiver and other counsel as listed on **Schedule "A"** hereto, and no one else appearing, although duly served;

THIS COURT ORDERS AND DECLARES THAT:

Service

1. The time for service of the Notice of Application herein and supporting materials be and are hereby abridged and deemed good and sufficient such that the Notice of Application is properly returnable today, and service upon any interested party other than those parties on the service list maintained by the Receiver in this proceeding is hereby dispensed with.

Approval of Receiver's Actions

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

Approval of bidding procedures

3. The bidding procedures (the "**Bidding Procedures**") for the sale of the Debtor's Property (as defined in the Bidding Procedures), substantially in the form attached as ~~Appendix A~~ **Schedule B** to this Order, are hereby approved.
4. The Receiver is authorized and directed to implement the Bidding Procedures and to do all such things as it considers necessary or desirable to conduct and give full effect to the Bidding Procedures.
5. The Receiver, and its affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of performing its obligations under the Bidding Procedures, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Receiver in performing its obligations under the Bidding Procedures (as determined by this Court).
6. In connection with the Bidding Procedures and pursuant to clause 7(3)(c) of the *Personal Information and Electronic Documents Act* (Canada), the Receiver and the Debtor are authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more transactions (each, a "**Transaction**"). Each prospective purchaser or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Receiver or the Debtor, as applicable; (ii) destroy all such information, or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The transacting party with respect to any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver or the Debtor, as applicable, or ensure that all other personal information is destroyed.

Authorization to provide funding

7. The Receiver is empowered and authorized, but not obligated, to provide funding to Herban Industries Inc. ("**Herban Delaware**"), as the Receiver considers necessary or desirable, for the purpose of Herban Delaware acquiring the Gotham Green Debt and Security, as that term is defined in the First Report.

General

8. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same in accordance with the Receivership Order 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; and
 - (b) posting a copy of this Order on the Receiver's website at <http://cfcanada.fticonsulting.com/DionyMed/>
- and service on any other person is hereby dispensed with.
9. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER.

~~Signature of Sean Zweig~~ Alexandra Andrisoi
Lawyer for the Receiver

BY THE COURT

REGISTRAR

Schedule "A" – List of Counsel

<u>Counsel Name</u>	<u>Party Represented</u>

Schedule "B" – Bidding Procedures