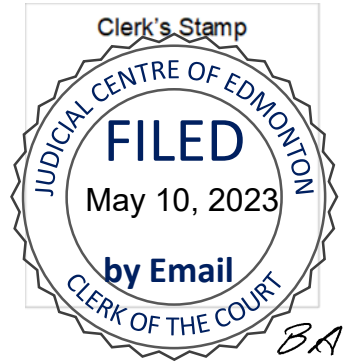


COURT FILE NUMBER 2203 12557
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA



DEFENDANTS FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD and FETOUN AHMAD also known as FETOUN AHMED

DOCUMENT **ORDER (52 WELLNESS FEE ALLOCATION, FINAL DISTRIBUTIONS AND DISCHARGE)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT McMillan LLP
TD Canada Trust Tower
1700, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

**Attention: Adam Maerov/Kourtney Rylands/
Preet Saini**
Telephone: 403.531.4700
Fax: 403.531.4720
File No. 293571

DATE ON WHICH ORDER WAS PRONOUNCED: May 8, 2023
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M.J. Lema
LOCATION OF HEARING: Edmonton Courts Centre

UPON THE APPLICATION of MNP Ltd., in its capacity as court-appointed receiver and manager (the “**Receiver**”) of Faissal Mouhamad Professional Corporation (“**FMPC**”), 52 Dental Corporation, Delta Dental Corp. (“**DDC**”), Michael Dave Management Ltd., 52 Wellness Centre Inc. (“**52 Wellness**”) and 985842 Alberta Ltd. (collectively, the “**Debtors**”); AND UPON reviewing the Seventh Report of the Receiver dated May 1, 2023 (the “**Seventh Report**”); AND UPON reviewing the receivership order granted by the Honourable Justice Mah on September 16, 2022 (the “**Receivership Order**”) and the September 29, 2022 Order of the Honourable Justice Mah appointing the Receiver in respect of 985842 Alberta Ltd.; AND UPON noting that the Receiver applies for this Order (a) approving an allocation of the professional fees

and disbursements of the Receiver and its counsel, McMillan LLP, to 52 Wellness, (b) approving the final distributions from 52 Wellness, and (c) discharging the Receiver in respect of 52 Wellness; AND UPON reviewing the Affidavit of Service confirming service on the service list contained therein (“**Service List**”); AND UPON hearing counsel for the Receiver and any other interested parties present; AND UPON noting that the primary secured creditor of 52 Wellness, The Bank of Nova Scotia, does not oppose this application

IT IS ORDERED THAT:

SERVICE OF APPLICATION

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.

AUTHORIZATION TO MAKE DISTRIBUTIONS

2. The Receiver is hereby authorized to make the Final 52 Wellness Distributions (as defined in the Seventh Report) from the receivership estate of 52 Wellness, subject to any required holdback to satisfy unpaid fees and disbursements incurred by the Receiver or its counsel and allocated to 52 Wellness.

APPROVAL OF 52 WELLNESS FEE ALLOCATION

3. Professional fees and disbursements of the Receiver in the aggregate amount of \$132,084.41 (inclusive of GST) shall be allocated to 52 Wellness.
4. Professional fees and disbursements of the Receiver’s legal counsel, McMillan LLP, in the aggregate amount of \$75,521.23 (inclusive of GST) shall be allocated to 52 Wellness.
5. Neither the stipulation of the amounts of the professional fees or the allocations thereof as set forth in paragraphs 3 and 4 of this Order shall be considered as:
 - a. Approval of the amount of the remaining professional fees; or
 - b. Determinative or otherwise to having any affect or prejudice on the allocation of the remaining totality of the professional fees and disbursements of the Receiver or the Receiver’s legal counsel among any or all of the Debtors, other than 52 Wellness.

The determinations respecting the remaining professional fee approvals are hereby adjourned and the rights of all creditors of the remaining Debtors affected, with regard to the allocation of the professional fees, are specifically reserved.

DISCHARGE AS RECEIVER OF 52 WELLNESS

6. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof in respect of 52 Wellness, and the Receiver shall not be liable for any act or omission on its part in respect of 52 Wellness including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any in fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing any claims against the Receiver in connection with the performance of its duties in respect of 52 Wellness are hereby stayed, extinguished and forever barred.
7. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver of 52 Wellness, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
8. Upon the Receiver filing a certificate with the Clerk of the Court in the form attached hereto as Schedule "A" certifying that it has completed the remaining matters outstanding to complete the administration of the receivership for 52 Wellness described in the Seventh Report, the Receiver shall be discharged as Receiver of the assets, undertaking and property of 52 Wellness, provided that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership of 52 Wellness; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of MNP Ltd. in its capacity as Receiver.

SERVICE OF ORDER

9. 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;

(b) Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>

and service on any other person is hereby dispensed with.



Justice of the Court of King's Bench of Alberta

COURT FILE NUMBER 2203 12557

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD and FETOUN AHMAD also known as FETOUN AHMED

DOCUMENT **RECEIVER'S DISCHARGE CERTIFICATE**

Clerk's Stamp

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

McMillan LLP
TD Canada Trust Tower
1700, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Attention: Adam Maerov/Kourtney Rylands/
Preet Saini
Telephone: 403.531.4700
Fax: 403.531.4720
File No. 293571

RECITALS

- A. Effective September 19, 2022, pursuant to a receivership order granted by the Honourable Justice Mah on September 16, 2022 (the “**Receivership Order**”) and the September 29, 2022 receivership order of the Honourable Justice Mah in respect of 985842 Alberta Ltd, MNP Ltd. was appointed the receiver and manager (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”) of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Wellness Centre Inc. (“**52 Wellness**”) and 985842 Alberta Ltd.;
- B. Pursuant to an Order of the Court dated May 8, 2023, MNP Ltd. was discharged as Receiver of 52 Wellness to be effective upon the filing by the Receiver with the Court of a certificate confirming that the Receiver has completed the remaining administrative duties required for its discharge in respect of 52 Wellness as described in the Seventh Report of the Receiver dated May 1, 2023 (the “**Seventh Report**”), provided, however, notwithstanding its discharge: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership of 52 Wellness, and (b) the Receiver shall continue to have the benefit of all provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of MNP Ltd. in its capacity as Receiver.

THE RECEIVER CERTIFIES the following:

1. The remaining matters outstanding to complete the administration of the receivership for 52 Wellness described in the Seventh Report have been completed to the satisfaction of the Receiver.
2. A copy of the Receiver’s Final Statement of Receipts and Disbursements for 52 Wellness is attached as Appendix “A” hereto.

3. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

MNP Ltd. in its capacity as Receiver of the undertakings, property and assets of 52 Wellness Centre Inc., and not in its personal or corporate capacity.

Per; _____

Name:

Title: