

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: Terrence M. Warner
Spencer Norris
Lawyer's Email: twarner@millerthomson.com
snorris@millerthomson.com
File No.: 244196.1

NOTICE TO RESPONDENT(S): Service List.

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: March 31, 2020
Time: **2:00 p.m.**
Where: Teleconference Hearing
Before Whom: The Honourable Associate Chief Justice 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 "A", 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 sale and vesting title of the certain lands legally described as:

CONDOMINIUM PLAN 1620625
UNIT 6
AND 758 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON
PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**")

as described in the Second Report of the MNP Ltd. (the "**Receiver**"), as receiver, dated March 23, 2020 (the "**Second Report**") and the Confidential Addendum to the Second Report (the "**Confidential Addendum**").

- 2. An Order, substantially in the form provided in Schedule "**B**", among other things:
 - (a) approving the activities of the Receiver described in the Second Report;
 - (b) approving the passing of accounts for the fees and disbursements of the Receiver and its independent legal counsel, Miller Thomson LLP from June 21, 2019 to March 31, 2020;
 - (c) approving the final distribution by the Receiver described in the Second Report and Confidential Addendum;
 - (d) discharging the Receiver upon the closing of the sale of the Lands and completion of the Final Distribution.
- 3. An Order, substantially in the form provided in Schedule "**C**", declaring Division 4 of Part 6 of the *Rules of Court* does not apply to this Application, and the Confidential Addendum be temporarily sealed until the proposed sale of the Lands as outlined in the Second Report and the Confidential Addendum is closed in accordance with its terms or until further Order of the Court.
- 4. Such further and other relief as the Receiver may advise.

Grounds for making this application:

Sale and Vesting Order

- 5. The Receiver was appointed the receiver Edmonton South Animal Hospital Ltd. ("**ESAH**"), Prime Vet Corporation ("**Prime Vet**"), Prime Vet Holding Corp. ("**PVH**"), Lakeview Animal Hospital Ltd. ("**Lakeview**"), Cumberland Veterinary Services Ltd. ("**Cumberland**"), and collectively, with ESAH, Prime Vet, PVH, and Lakeview, the "**Debtor**") pursuant to the Order of the Honourable Associate Chief Justice K.G. Nielsen granted June 21, 2019 (the "**Receivership Order**").
- 6. The Receivership Order authorizes the Receiver to, among other things:
 - (a) Market any or all of 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.
7. On November 1, 2019, the Receiver listed the Lands for sale with Re/Max Excellence.
 8. The Receiver has received several offers for the Lands as more thoroughly described in the Confidential Addendum.
 9. The Receiver has accepted the offer of EGYVET Corporation (the "EGYVET Offer") subject to Court approval.
 10. Given the time the Lands were listed for sale with the realtor, the other offers received with respect to the Lands, and having regard to the Receiver's opinion as to the appraised value of the Lands, the Receiver is of the view that the EGYVET Offer is fair and reasonable, and that acceptance of the EGYVET Offer and completion of the transaction contemplated by the Offer is in the best interest of the Debtor, its creditors, and other stakeholders.

Approval of the Receiver and Legal Counsel's Fees and Disbursements

11. The Receiver seeks approval of its fees and disbursements as well as those of its legal counsel.
12. The Receiver has filed the Affidavit of Eric Sirrs sworn March 23, 2020 in support of its application for approval of its fees and disbursements.
13. Summary of the Receiver's fees and the fees of its legal counsel are provided in the Affidavit of Eric Sirrs.

Final Distribution

14. The Receiver is recommending the following distributions:
 - (a) \$80,000 payable to RBC in relation to borrowings advanced under Receiver's Certificates.;
 - (b) A holdback for professional fees (Receiver and Receiver's counsel) of \$30,000;
 - (c) Commission payable to Re/Max Excellence on the sale of the Lands;
 - (d) Outstanding property taxes payable to the City of Edmonton of \$43,462.50;
 - (e) \$153,606.52 payable to Canada Revenue Agency in full satisfaction of its deemed trust claim for source deductions in ESAH;
 - (f) the balance of funds held by the Receiver will go to Royal Bank of Canada pursuant to its mortgage over the Lands and its first-ranking all present and after-acquired personal property security interests it holds with respect to Debtors.

(the "Final Distribution")

Discharge of Receiver

- 15. Following the closing of the sale of the Lands and the Final Distribution, the Receiver is of the opinion that it will have no further matter to address in the Debtor's estate.
- 16. The Receiver is seeking a discharge upon completion of the sale of the Lands and the Final Distribution.

Sealing Order

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

Material or evidence to be relied on:

- 18. Second Report of the Receiver dated March 23, 2020, filed.
- 19. Unfiled Confidential Addendum to the Second Report of the Receiver.
- 20. The Affidavit of Eric Sirrs sworn March 23, 2020, filed.
- 21. Such further and other material as legal counsel for the Receiver may advise and this Honourable Court may permit.

Applicable rules:

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

Applicable Acts and regulations:

- 24. N/A

Any irregularity complained of or objection relied on:

- 25. N/A

How the application is proposed to be heard or considered:

- 26. 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"

| | | |
|---|---|---------------|
| COURT FILE NUMBER | 1803 - 13761 | Clerk's Stamp |
| 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 | |
| DOCUMENT | APPROVAL AND VESTING ORDER | |
| 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: Terrence M. Warner Spencer Norris Lawyer's Email: twarner@millerthomson.com snorris@millerthomson.com File No.: 244196.1 | |

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: _____

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed 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**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and EGYVET Corporation (the "**Purchaser**") dated March 4, 2020 and appended to the Confidential Addendum of the Second Report of the Receiver dated March 23, 2020 (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 HAVING READ the Receivership Order dated June 21, 2019 (the "**Receivership Order**"), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, no one appearing for any other person on the service list, although 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, 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 TRANSACTION

2. The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders. 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

3. 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.

4. 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 Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificates of Title No. 162 081 090 for those lands and premises municipally described as 4351 Savaryn Drive SW, Edmonton, Alberta, and legally described as:

CONDOMINIUM PLAN 1620625
UNIT 6
AND 758 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON
PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, EGYVET Corporation;
- (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "D"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and

- (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
 - (c) 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.
- 5. 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.
- 6. 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.
- 7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding 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. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
- 8. 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.

9. 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).
10. 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.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
12. 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).
13. 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.

MISCELLANEOUS MATTERS

14. 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.

- 15. 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.
- 16. 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.
- 17. 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:
mnpdebt.ca/en/corporate/engagements

and service on any other person is hereby dispensed with.

18. 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.

ASSOCIATE CHIEF JUSTICE K.G. NIELSEN

Schedule "A"

Form of Receiver's Certificate

| | | |
|---|---|---------------|
| COURT FILE NUMBER | 1803-13761 | Clerk's Stamp |
| 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 | |
| DOCUMENT | RECEIVER'S CERTIFICATE | |
| 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: Terrence M. Warner Spencer Norris Lawyer's Email: twarner@millerthomson.com snorris@millerthomson.com File No.: 244196.1 | |

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., Ignacio Yap Tan and Amanda Rae Tan (the "**Debtor**").
- B. Pursuant to an Order of the Court dated , the Court approved the agreement of purchase and sale made as of March 4, 2020 (the "Sale Agreement") between the Receiver and EGYVET Corporation (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., and Cumberland Veterinary Services Ltd., and not in its personal capacity.

Per; _____

Name:

Title:

SCHEDULE "B"

| | | |
|-------------------|---|---------------|
| COURT FILE NUMBER | 1803 - 13761 | Clerk's Stamp |
| 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 | |

DOCUMENT **DISCHARGE AND FINAL DISTRIBUTION ORDER**

| | |
|---|---|
| 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: Terrence M. Warner Spencer Norris Lawyer's Email: twarner@millerthomson.com snorris@millerthomson.com File No.: 244196.1 |
|---|---|

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: _____

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed 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**") for an order, *inter alia*, approving the Receiver's fees and disbursements and the fees and disbursements of its independent legal counsel, approving a final distribution, and discharge of the Receiver; AND UPON having read the Receiver's Second Report dated March 23, 2020, filed (the "**Receiver's Report**"); and the Confidential Addendum to the Second Report, unfiled; and the Affidavit of Eric Sirrs sworn March 23, 2020; AND UPON hearing counsel for the Receiver, AND UPON being satisfied that it is appropriate to do so, IT IS ORDERED THAT:

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 Activities

2. The activities of the Receiver as described in the Second Report are hereby approved.

Approval of Fees and Disbursements

3. The Receiver's accounts for fees and disbursements, as set out in the Receiver's Report are hereby approved without the necessity of a formal passing of its accounts.
4. The accounts of the Receiver's legal counsel, Miller Thomson LLP, for its fees and disbursements, as set out in the Receiver's Report are hereby approved without the necessity of a formal assessment of its accounts.

Final Distribution

5. The Receiver is authorized and directed to:
 - (a) distribute to Royal Bank of Canada \$80,000 payable in relation to borrowings advanced under Receiver's Certificates;
 - (b) holdback for professional fees of the Receiver and the Receiver's counsel \$31,500.00;
 - (c) pay commission to Re-Max Excellence in the amount of \$25,672.50;
 - (d) pay outstanding property taxes payable to the City of Edmonton in the amount of \$43,462.50;
 - (e) pay Canada Revenue Agency \$153,606.52 in full satisfaction of its deemed trust claim for source deductions in Edmonton South Animal Hospital Ltd.; and
 - (f) pay the balance of funds in the estates of the Debtor to Royal Bank of Canada.

Discharge of Receiver

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, and the Receiver shall not be liable for any act or omission on its part 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 wilful 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 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, 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 with the Clerk of the Court a sworn Affidavit of a licensed Trustee employed by the Receiver confirming that:

- (a) Sale of the Lands as contemplated in the Sale and Vesting Order granted March 31, 2020 has closed; and
- (b) All matters set out in paragraph 4 of this Order have been completed;

then the Receiver shall be discharged as Receiver of the Debtor, provided however, 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 herein, 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 the Receiver in its capacity as Receiver.

- 9. 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.

ASSOCIATE CHIEF JUSTICE K.G.
NIELSEN

SCHEDULE "C"

COURT FILE NUMBER 1803 - 13761 Clerk's Stamp
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

DOCUMENT

SEALING ORDER

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: Terrence M. Warner
Spencer Norris
Lawyer's Email: twarner@millerthomson.com
snorris@millerthomson.com
File No.: 244196.1

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: _____

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON THE APPLICATION (the "**Application**") by MNP Ltd. in its capacity as the Court-appointed 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**") and not in its personal capacity pursuant to the Receivership Order of the Honourable Associate Chief Justice K.G. Nielsen dated June 21, 2019 (the "**Receivership Order**") to seal the Confidential Addendum of the Second Report of the Receiver dated March 23, 2020 (the "**Confidential Addendum**"); and UPON hearing counsel for the Receiver and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED THAT:

SEALING ORDER

1. 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 Receiver's Second 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 has been completed and all resulting sales therefrom have closed, or until such further Order of the Court. The Clerk of this Honourable Court is hereby directed to seal the Confidential Addendum in an envelope setting out the style of cause in the within proceedings and labelled.

THIS ENVELOPE CONTAINS THE CONFIDENTIAL ADDENDUM TO THE RECEIVER'S SECOND REPORT DATED MARCH 23, 2020. THESE CONFIDENTIAL DOCUMENTS ARE SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE ASSOCIATE CHIEF JUSTICE NIELSEN ON TUESDAY, MARCH 31, 2020. THE CONFIDENTIAL DOCUMENTS ARE 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 SALE OF ASSETS DESCRIBED IN THE APPLICATION FOR SALE AND VESTING ORDER FILED MARCH 23, 2020 HAS BEEN COMPLETED TO THE SATISFACTION OF THE RECEIVER; OR
- (B) FURTHER ORDER OF THE COURT.

ASSOCIATE CHIEF JUSTICE K.G. NIELSEN