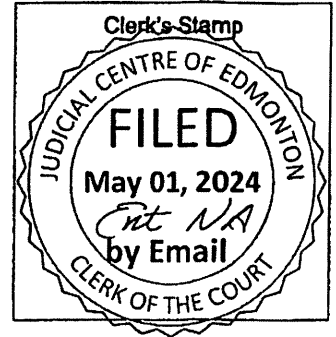


COURT FILE NUMBER 2303 00601
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF/APPLICANT ENDALE GUTAMA in his capacity as Litigation Representative of MELESSE DAHESSA GUTAMA (deceased)
RESPONDENT(S) VITAL PROPERTY SERVICES INC., TIDY HOLDINGS CORPORATION, HUSSEIN CHOUFI also known as HUSS CHOUFI and BASIMA CHOUFI
DOCUMENT **ORDER FOR FINAL DISTRIBUTION, APPROVAL OF INTERIM RECEIVER'S FEES AND DISBURSEMENTS, APPROVAL OF INTERIM RECEIVER'S ACTIVITIES, DISCHARGE OF RECEIVER AND TO GIVE EFFECT TO A SETTLEMENT**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Sharek Logan & van Leenen LLP, Barristers & Solicitors
2100, 10060 Jasper Avenue NW, Edmonton, Alberta, T5J 3R8
Attn: David Archibold and Genuino Di Pinto
File: 16524/GDP Phone: 780.413.3100

DATE ON WHICH ORDER WAS PRONOUNCED: April 23, 2024
LOCATION OF HEARING: Edmonton, Alberta
NAME OF JUSTICE WHO GRANTED THIS ORDER: Justice Lema in Commercial Chambers

UPON THE APPLICATION of Endale Gutama in his capacity as Litigation Representative of Melesse Dahesse Gutama (deceased) (hereinafter "Gutama"); AND UPON NOTING the consent of counsel for HUSSEIN CHOUFI also known as HUSS CHOUFI and BASIMA CHOUFI (the "Choufis") endorsed hereon; AND UPON hearing from counsel for MNP LTD. in its capacity as the Court-appointed interim receiver-manager (the "Receiver") of the undertaking, property and assets Vital Property Services Ltd. and Tidy Holdings Corporation (collectively the "Debtors") in respect to an Order for the final distribution of proceeds, approval of the Receiver's fees and disbursements, approval of the Receiver's activities and discharge of the Receiver; AND UPON having read the Receiver's Second Report dated April 8, 2024 (the "Receiver's Report"); AND UPON hearing counsel for the Receiver, counsel for the Choufis, and counsel for Gutama;

AND UPON NOTING that leave to apply for the discharge of the Interim Receiver was provided to Choufi and Gutama pursuant to the decision of Justice Lema dated July 20, 2023; AND UPON being satisfied that it is appropriate to do so' **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.

Receiver's Discharge Matters

2. 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.
3. The accounts of the Receiver's legal counsel Witten 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.
4. The Receiver's activities as set out in the Receiver's Report and in all of its other reports filed herein, and the Statement of Receipts and Disbursements as attached to the Receiver's Report, are hereby ratified and approved.
5. The Receiver is authorized and directed to make the following distributions:
 - a. As to the sum of \$100,000 held by the Receiver, forthwith to Sharek Logan & van Leenen LLP in trust to the credit of the Estate of Melesse Dahessa Gutama; and
 - b. The Receiver shall forthwith pay to Sharek Logan & van Leenen LLP in trust for the Estate of Melesse Dahessa Gutama the Ivori insurance proceeds of \$400,000 payable under policy 081007074 in its possession; and
 - c. The balance of funds held by the Receiver, net of the Receivers accounts and those of its counsel shall be paid to the Debtors.
6. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Order 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 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 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 all matters set out in paragraph 5 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.

Settlement of Dispute

9. In this Order the "Closing Date" shall mean the date that the Receiver pays to the credit of the Estate of Melesse Dahesse Gutama the distributions contemplated in paragraph 5 of this Order.
10. Gutama shall be deemed to have transferred its interest in Vital Property Services Inc. to Hussien Choufi also know as Huss Choufi ("Huss") as of the Closing Date and it is ordered and directed that the 50 Class "A" shares of Melessa Dahessa Gutama in Vital Property Services Inc. shall be hereby cancelled as of the Closing Date. The Receiver is authorized and directed to file with the Registrar of Corporations a Notice of Shareholders listing the voting shareholders of Vital Property Service as Huss holding 100% of the Voting Shares of Vital Property Services Inc.
11. Gutama shall be deemed to have transferred its interest in the Tidy Holdings Corporation to Huss as of the Closing Date and it is ordered and directed that the 50 Class "A" shares of Melessa Dahessa Gutama in Tidy Holdings Corporation shall be hereby cancelled as of the Closing Date. The Receiver is authorized and directed to file with the Registrar of Corporations a Notice of Shareholders listing the voting shareholders of Vital Property Service as Huss holding 100% of the Voting Shares of Tidy Holdings Corporation.

Releases and Indemnity of the Parties

12. Gutama and the Estate of Melesse Dahesse Gutama is hereby released and discharged from any and all liability that Gutama now has or may hereafter have, from all manner of action or actions, cause or causes of action, suits, debts, dues, sums of money, general damages, special damages, costs, claims and demands of every nature and kind at law or in equity or under any statute which Choufi or the Debtors (or any one of them) or their heirs, successors, or assigns can, shall, or may have by reason of any matter, cause or thing whatsoever existing up to and including the date of this Order and in particular but without in any way restricting the generality of the foregoing for or by reason of anything arising out of the shareholdings, directorship and employment of Melesse Dahesse Gutama in the Debtors excepting only those obligations of indemnity set forth in the Mutual Indemnity attached to this Order.
13. Choufi and the Debtors are hereby released and discharged from any and all liability that Choufi or the Debtors now has or may hereafter have, from all manner of action or actions, cause or causes of action, suits, debts, dues, sums of money, general damages, special damages, costs, claims and demands of every nature and kind at law or in equity or under any statute which Gutama or the Estate of Melesse Dahesse Gutama or their heirs, successors, or assigns can, shall, or may have by reason of any matter, cause or thing whatsoever existing up to and including the date of this Order and in particular but without in any way restricting the generality of the foregoing for or by reason of anything arising out of the shareholdings, directorship and employment of Melesse Dahesse Gutama in the Debtors excepting only those obligations of indemnity set forth in the Mutual Indemnity attached to this Order.
14. Gutama and Choufi shall execute and exchange a mutual indemnification agreement in the form attached hereto and marked as Schedule "A" to this Order and provide a copy of the executed mutual indemnification agreement to the Receiver.

General Matters

15. 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.
16. Service of this Order on any party not attending this application is hereby dispensed with.
17. The balance of the claims of Gutama in this Action are dismissed.

18. There shall be no costs payable in this Action.

19. Counsel may consent to this Order by way of emailed PDF.

Justice of the Court of King's Bench of Alberta

Consented to this ____ day of February, 2024 by

Cooper Regel LLP

Per: _____

Steven Cooper, KC, Solicitor for Hussein Choufi
and Basima Choufi

Consented to this 20th day of March, 2024 by

Witten LLP

Per: _____

Bren Cargill, Solicitor for MNP Ltd. in its capacity
as interim receiver of Tidy Holdings Corporation and
Vital Property Services Ltd.

Consented to this ____ day of February, 2024 by

Gudmundsweth Michelson LLP

Per: _____

Arpal Dosanjh, solicitors for Ivari

SCHEDULE "A"

INDEMNIFICATION AGREEMENT