

GENERAL CONVEYANCE & ASSUMPTION AGREEMENT

THIS AGREEMENT dated as of June 30, 2024 (the “**Effective Date**”), between MWHE Holding Corp., a corporation existing under the laws of the Province of British Columbia (the “**Shareholder**”) and 9520-3048 Québec Inc., a corporation existing under the laws of the Province of Québec (the “**Corporation**”).

WHEREAS the Shareholder is the registered holder of all of the issued and outstanding shares in the capital of the Corporation.

WHEREAS as part of an internal reorganization and with a view of the Shareholder’s plans to amalgamate at a later date with dentalcorp Health Services Ltd. pursuant to section 184(2) of the *Business Corporation Act* (British Columbia), the Corporation and the Shareholder agreed to the transfer by the Shareholder of all of its property and liabilities to the Corporation effective as of the Effective Date; save for the property and liabilities excluded (the “**Excluded Assets and Liabilities**”) under the transfer, conveyance and assumption agreement, dated of the date hereof, between the parties hereto (the “**Transfer Agreement**”);

WHEREAS pursuant to the Transfer Agreement, the Shareholder agreed to sell, and the Corporation agreed to purchase, all of the property and liabilities of the Shareholder, save for the Excluded Assets and Liabilities;

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, the parties agree as follows:

1. The Shareholder hereby confirms its conveyance, assignment and transfer to the Corporation, effective as 11:55pm EST (the “**Effective Time**”) on the Effective Date, to the use of the Corporation, its successors and assigns, all right, title, interest and benefit of every nature in and to all the undertaking, property, assets and rights of the Shareholder, of whatsoever kind and nature wheresoever situate, all, and without limiting the generality of the foregoing:

- (a) all cash, accounts in banks or other depositaries and accounts receivable;
- (b) all agreements, contracts, licenses, leases, privileges or concessions;
- (c) all securities, wherever situate, and all shares in the capital of any other bodies corporate;
- (d) all interest and benefit in and to any prepaid expenses and any refunds or rebates due or to become due;
- (e) all goodwill of the Shareholder including any goodwill in the name or any variation thereof of the Shareholder;

save for the Excluded Assets and Liabilities.

2. The Corporation hereby confirms, effective as of the Effective Time, its assumption and undertaking to perform and discharge, and to indemnify and save harmless the Shareholder in respect of all the contracts, agreements, obligations and liabilities of the Shareholder; provided that this assumption and indemnity shall, in respect of third parties, be limited to the value of the

property received by the Corporation from the Shareholder by virtue of this agreement and shall exclude the Excluded Assets and Liabilities.

3. With respect to any such contract, agreement, obligation or liability and any privilege or concession, which could not be effectually assigned or transferred to the Corporation (whether through the absence of consent or otherwise), the Shareholder confirms its agreement, effective as of the Effective Time, to hold the same in trust for the Corporation, all benefits derived therefrom shall be for the account of the Corporation and the Corporation shall be entitled to perform the same in the name of the Shareholder.

4. The Shareholder hereby confirms, effective as of the Effective Time, the nomination, constitution and appointment of the Corporation, its successors and assigns, with power of sub-delegation to the authorized officers, agents and attorneys of the Corporation, as the true and lawful attorney and legal representative of the Shareholder for and in the name of and on behalf of and under the seal of the Shareholder or otherwise, to do, make and execute all such things, documents, instruments, and assurances necessary or desirable (including without limitation any elections, returns or designations or amendments thereof for purposes of the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada) or any other relevant taxing legislation): (a) to effect a valid assignment, transfer or conveyance to the Corporation in pursuance of the terms of this agreement, (b) to enable the Corporation to carry out its obligations under this agreement (including without limitation under Sections 2 and 3 hereof), and (c) as otherwise determined by the Corporation in its sole discretion; provided that this authority being coupled with an interest shall not be revoked upon the amalgamation of the Shareholder or otherwise, but shall remain in full force and effect for the benefit of the Corporation.

5. The Shareholder shall do, make and execute all such things, documents, instruments or assurances as may be necessary or desirable to effect a valid assignment, transfer or conveyance pursuant hereto or to permit any public recording thereof.

6. This agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable in such Province and shall be treated in all respects as a Québec contract.

7. Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

8. This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

9. This agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this agreement, a party may send a copy of its original signature on the execution page hereof to the other parties by facsimile transmission and such transmission shall constitute delivery of an executed copy of this agreement to the receiving parties.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this agreement effective as at the date first above written.

MWHE HOLDING CORP.

By: 

Name: Graham L. Rosenberg
Title: Authorized signatory

9520-3048 QUÉBEC INC.

By: 

Name: Graham L. Rosenberg
Title: Authorized signatory

[Signature page – Conveyance (DCC to Newco)]