

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 **AFFIDAVIT**
 ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 PARLEE McLAWS LLP
 Barristers & Solicitors
 1700 Enbridge Centre
 10175 – 101 Street
 Edmonton, AB T5J 0H3
 Attention: Bryan P. Maruyama
 Telephone: (780) 423-8698
 Facsimile: (780) 423-2870
 File Number: 839.59/bpm

AFFIDAVIT OF SANDRA LANDRY

Sworn on November 14, 2023

I, Sandra Landry, of Edmonton, Alberta, SWEAR AND SAY THAT:

1. I am a Licenced Insolvency Trustee with MNP Ltd., the Trustee in Bankruptcy (the “**Trustee**”) of Sarah Moe and Sarah Moe Professional Corporation (the “**Bankrupts**”). I am responsible for the day-to-day administration of the within matter with respect to the Bankrupts, and I have reviewed the files of the Trustee made and maintained in the ordinary course of its business in this regard. Accordingly, I have personal knowledge of

the matters hereinafter deposed to, except where the same are stated to be based upon information and belief, and where so stated, I verily believe the same to be true. I am authorized by the Trustee to make this Affidavit on its behalf.

2. Sarah Moe and the Defendant Faissal Mouhamad, the owner of the Defendant Faissal Mouhamad Professional Corporation (“**FMPC**”), are siblings.
3. Under an Agreement dated January 18, 2019, prior to any insolvency proceedings, Sarah Moe Professional Corporation, one of the Bankrupts, purchased a practice from FMPC. Attached hereto and marked as **Exhibit “A”** to this my Affidavit is a copy of this Agreement.
4. On October 26, 2020, Sarah Moe Professional Corporation was placed into bankruptcy by a Court Order and the Trustee was appointed as its Trustee in Bankruptcy. Attached hereto and marked as **Exhibit “B”** to this my Affidavit is a copy of a Bankruptcy and Insolvency Records Search from the Office of the Superintendent of Bankruptcy against Sarah Moe Professional Corporation.
5. On September 16, 2021, Sarah Moe filed an assignment into bankruptcy. At a meeting of the creditors on December 12, 2021, the Trustee was appointed to replace Charla Smith & Company Ltd. as the Trustee in Bankruptcy of Sarah Moe. Attached hereto and marked as **Exhibit “C”** to this my Affidavit is a copy of a Bankruptcy and Insolvency Records Search from the Office of the Superintendent of Bankruptcy against Sarah Moe.
6. On September 29, 2023, an Order was filed in the bankruptcy proceedings by Justice M.E. Burns requiring the Bankrupts to provide the Trustee with (i) a list of patients of the Bankrupts at the time of closure of their practice and (ii) the names of patients for the Bankrupts who requested their files be transferred to other dentists at the time of closure (the “**Patient List Order**”). Attached hereto and marked as **Exhibit “D”** to this my Affidavit is a copy of the Patient List Order.
7. The Trustee wishes to compare the list obtained pursuant to the Patient List Order with the patient list of FMPC to investigate a potential transfer at undervalue claim or preference claim under Sections 95 and 96 of the *Bankruptcy and Insolvency Act*, RSC

1985, c B-3 (“BIA”), without contravening paragraph 7 of the Receivership Order granted in the within receivership proceedings.

- 8. Further, the disclosure of the patient lists of Sarah Moe and Sarah Moe PC would be important in their bankruptcy proceedings. What happened with the patients would be considered in a discharge application of Sarah Moe from bankruptcy, under s. 173(1)(a) BIA – whether a bankrupt can satisfy the court as to why their assets are not at least equal to fifty cents on the dollar of the unsecured liabilities of the bankrupt, and under s. 173(1)(d) BIA - whether a bankrupt has accounted satisfactorily for any loss of assets or for any deficiency of assets to meet the bankrupt’s liabilities.
- 9. I make this Affidavit in support of an application for an Order permitting MNP Ltd., in its capacity as the Receiver of FMPC, to provide the Trustee with a list of patients of FMPC at the time of the Receivership, for the sole purpose of comparing the list of patients of FMPC with the list of patients of the Bankrupts.

SWORN BEFORE ME at the City of)
 Edmonton, in the Province of Alberta, this)
14 day of November, 2023.)

_____)
 A Commissioner for Oaths in and for the)
 Province of Alberta)

Barbara Jean Keylor)
 (Print or stamp name and expiry date))

 SANDRA LANDRY

Barbara Jean Keylor
 A Commissioner for Oaths
 in and for Alberta
 My Commission expires January 8, 2024

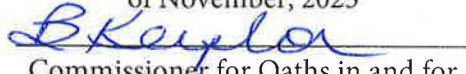
EXHIBIT A

THIS IS EXHIBIT "A"
referred to in the Affidavit of
SANDRA LANDRY
SWORN before me this 14 day
of November, 2023

THIS AGREEMENT dated effective the 18th day of January, 2019.

BETWEEN:

FAISSAL MOUHAMAD PROFESSIONAL CORPORATION
a corporation incorporated pursuant to the laws of Alberta
(hereinafter referred to as "the Vendor")


Commissioner for Oaths in and for
the Province of Alberta
Barbara Jean Keylor
A Commissioner for Oaths
in and for Alberta
My Commission expires January 8, 2024

and

SARAH MOE PROFESSIONAL CORPORATION
a corporation incorporated pursuant to the laws of Alberta
(hereinafter collectively referred to as "the Purchaser")

OF THE SECOND PART

WHEREAS:

- A. The Vendor owns a dental practice located at #101, 5018 45 Street, Red Deer, Alberta T4N 1K9 (referred to herein as the "Business").
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase from the Vendor all of the Assets of the Business (as hereinafter defined) on and subject to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained, the parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Unless otherwise stated, the following terms shall, for the purposes of this Agreement, have the respective meanings hereinafter specified:

- a. "Agreement" means this Agreement including the Schedules hereto.
- b. "Assets" means collectively the Equipment, Leasehold Improvements, Inventory and Goodwill.
- c. "Business" means the dental practice located at #101, 5018 45 Street, Red Deer, Alberta T4N 1K9.
- d. "Closing" means the consummation of the transactions of purchase and sale contemplated by this Agreement.
- e. "Closing Date" means the 18th day of January, 2019, or such other date as may be mutually agreed to by the Parties.

- f. "Contracts" means those material contracts and agreements entered into by the Vendor relating to the Assets or the operation of the Business as set forth on Schedule "B" hereto.
- g. "Employees" means all employees of the Vendor as set forth on Schedule "C" attached hereto.
- h. "Encumbrance" means, with respect to the Assets, any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, charge, pledge, hypothecation, security interest, lien, or right of any person of any kind or nature whatsoever or howsoever arising which may constitute or become by operation of law or otherwise an encumbrance;
- i. "Equipment" means those assets and pieces of equipment more particularly described in Schedule "A" hereto.
- j. "Goodwill" means: (i) the phone number (403) 347-7449; and (ii) the Vendors interest in any patient files and records.
- k. "Inventory" means inventory of the Business on the Closing Date;
- l. "Landlord" means 985842 Alberta Ltd.
- m. "Lease Agreement" means the lease agreement for the Premises to be entered into between the Landlord and the Purchaser.
- n. "Leasehold Improvements" means all leasehold improvements owned by the Vendor in the Premises.
- o. "Parties" or "Party" means the Purchaser and the Vendor or either of them as the case may be.
- p. "Premises" means the premises the Business is operated out of specifically #101, 5018 45 Street, Red Deer, Alberta T4N 1K9.
- q. "Purchase Price" means the sum of Two Million Three Hundred and Eighty Thousand (\$2,380,000.00) Dollars plus GST (if applicable).
- r. "Purchaser's Solicitors" means Warren Sinclair LLP, Attention: Michael Sinclair; msinclair@warrensinclair.com.
- s. "Vendor's Solicitors" means Warren Sinclair LLP, Attention: Paul Rattan; prattan@warrensinclair.com.

1.2 The headings are inserted for convenience of reference only and do not form a part of, and are not intended to be used in the construction or interpretation of this Agreement or any portions thereof.

1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta.

1.4 All of the Schedules referred to in this Agreement are incorporated into and form an integral part of this Agreement. The Schedules are as follows:

Schedule "A" – Equipment and Leasehold Improvements

ARTICLE 2 - SALE OF ASSETS

2.1 Subject to the terms and conditions of this Agreement the Vendor agrees to sell, assign and transfer the Assets to the Purchaser and the Purchaser agrees to purchase the Assets from the Vendor, free and clear of all Encumbrances.

ARTICLE 3 - PURCHASE PRICE

3.1 The Purchase Price shall be paid as follows:

- a. Two Million Three Hundred and Eighty Thousand (**\$2,380,000.00**) Dollars to the Vendor's Solicitors by way of bank draft or solicitors trust cheque on the Closing Date.
- b. The Vendor and the Purchaser agree that the Purchase Price includes the value of all Inventory. As such, no additional payment shall be made by the Purchaser to the Vendor for Inventory.

3.2 Notwithstanding any other provision of this Agreement, the Parties agree that Closing and the obligations of the Parties described in this Agreement are subject to the satisfaction or waiver of the following conditions precedent on or before the applicable date (the "Purchaser's Conditions"):

- a. On or before the Closing Date, the Purchaser receiving approval for financing of the Purchase Price on terms acceptable to the Purchaser;

The Purchaser's Conditions are inserted for the sole and exclusive benefit and advantage of the Purchaser. The satisfaction or waiver of the Purchaser's Conditions will be determined in the sole discretion of the Purchaser. The Purchaser covenants to use reasonable efforts to satisfy the Purchaser's Conditions.

3.3 The Purchase Price shall be allocated as amongst the Assets as follows:

a.	Dental Equipment	\$559,528.00
b.	Office Furniture	\$21,335.00
c.	Leasehold Improvements	\$894,137.00
d.	Goodwill	\$840,000.00
e.	Inventory (Medical Supplies)	\$65,000.00
	TOTAL	<u>\$2,380,000.00</u>

3.4 The Parties acknowledge and agree that there shall be no adjustments to the Purchase Price on the Closing Date as the Purchaser will be leasing the Premises from the Landlord pursuant to the Lease Agreement prior to the Closing Date.

3.5 The Vendor and the Purchaser will jointly execute in the prescribed form, and the Purchasers will file within the required time, an election under the Excise Tax Act (Canada) that no tax will be payable pursuant to the G.S.T. legislation with respect to the sale contemplated herein.

ARTICLE 4 - PRECLOSING MATTERS

4.1 The Purchaser acknowledges and agrees that the Vendor's obligation to sell the Purchaser the Assets pursuant to this Agreement is conditional on the Purchaser having entered into the Lease Agreement with the Landlord (the "Vendor's Condition") on or before the Closing Date.

4.2 The Assets shall be at the risk of the Vendor until the Closing has been completed and in the event that any part of the Assets shall be lost, damaged or destroyed by or as a result of any occurrence or casualty of whatsoever nature prior to the Closing, the Vendor shall pay to the Purchaser the value of such damage or destruction as may be agreed between the parties, or failing such agreement, as may be established by arbitration conducted pursuant to the provisions of the Arbitration Act (Alberta).

ARTICLE 5 - CLOSING

5.1 The Closing shall take place at 2:00 p.m. on the Closing Date at the offices of the Vendor's Solicitors.

5.2 At the Closing, the Purchaser shall deliver the Vendor:

- a. Solicitor trust cheque or bank draft in the amount of \$2,380,000.00.
- b. Bill of Sale for the Assets duly executed by the Purchaser.
- c. GST form 44 Election duly executed by the Purchaser.
- d. General Conveyance duly executed by the Purchaser.

5.3 At the Closing, the Vendor shall execute and deliver to the Purchaser.

- a. Bill of Sale for the Assets duly executed by the Vendor.
- b. GST Form 44 Election duly executed by the Vendor.
- c. Assignment of Goodwill duly executed by the Vendor.
- d. General Conveyance duly executed by the Vendor.
- e. Such other documents, consents, instruments of transfer and evidence of corporate decisions as are reasonably necessary to vest in the Purchaser all of the right, title and interest of the Vendor in and to the Assets.

- f. Deliver physical possession of the Assets, including all keys, combinations to safes, miscellaneous title documents and any and all other items or indicia of title to enable the Purchaser to assume full and complete and unencumbered operation and possession of the Assets;

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

6.1 The Vendor represents and warrants to the Purchaser that:

- a. As at the Closing Date, the Vendor shall be the owner of the Assets, free and clear of all liens, mortgages, charges and encumbrances. Except for this Agreement, there is no written or verbal agreement, option, understanding, commitment or any right or privilege (whether by law or otherwise, preemptive, or contractual) which is capable of becoming an agreement, option or commitment, of any nature for the purchase of any of the Assets.
- b. As at the Closing Date, the Vendor shall be the sole and beneficial owner of the Assets.
- c. The Vendor is not a "non-resident" of Canada within the meaning and intent of the Income Tax Act (Canada).
- d. There is no litigation pending with respect to the Assets.
- e. Any adverse change in the state of the Assets between the date of this Agreement and the Closing Date will be immediately communicated by the Vendor to the Purchaser.
- f. The Vendor has not received any complaint, order or direction from any competent authority concerning the use of the Assets or concerning the non-compliance of the Assets with any applicable statute, law, by law, regulation or ordinance affecting the same.
- g. The Vendor is a GST registrant with GST Number 880282520 RT0001.
- h. The Assets are being sold in an "as-is" and "where-is" condition.
- i. The Vendor is not a party to any Contracts other than those set forth on Schedule "B" hereto.
- j. There are no employees of the Business employed by the Vendor other than as listed in Schedule "C" hereto.
- k. The Vendor is not a party, directly or indirectly, to any claims, legal proceedings, suits or inquiries whatsoever, and there are no claims, legal proceedings, suits or inquiries pending or, to the knowledge of the Vendor, threatened against the Vendor relating to the Business or the Assets or the transactions contemplated herein which could materially adversely affect the Assets or the Business.
- l. Intellectual property used in, or reasonably required for, the proper carrying on of the Business is legally and beneficially owned by the Vendor free and clear of

any charge with the sole and exclusive right to use the same, and all of the same was validly obtained and is subsisting and in good standing, and is duly registered in all appropriate offices to preserve the right thereof and thereto.

- m. All facts and information relating to the Assets and the Business which could reasonably be expected to be material to the Purchaser's decision to complete the transactions herein contemplated have been disclosed in writing to the Purchaser, within this Agreement or otherwise. Neither this Agreement nor any transaction document delivered by the Vendor pursuant to this Agreement contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- n. The Vendor shall be responsible for all liabilities of the Business arising prior to the Closing Date, and the Purchaser shall not be liable for or have any obligation with respect to the Business prior to the Closing Date.

6.2 The Purchaser represents and warrants to the Vendor that:

- a. The Purchaser is a GST registrant with GST Number 722221314 RT0001.
- b. The Purchaser has not incurred any obligation or liability contingent or otherwise, for brokerage fees, finder's fees, agent's commissions or other similar form of compensation with respect to the transaction contemplated herein.
- c. The Purchaser is not a "on-resident" of Canada within the meaning and intent of the *Income Tax Act (Canada)*.
- d. The Purchaser shall be responsible for all liabilities of the Business arising from and after the Closing Date, and the Vendor shall not be liable for or have any obligation with respect to the Business after the Closing Date, except to the extent arising prior to the Closing Date.

6.3 All undertakings, representations and warranties set out in this Article shall survive the Closing Date and shall continue in full force and effect for the benefit of the Vendor or the Purchaser, as the case may be, for a period of two (2) years after the Closing Date after which time, if no claim shall have been made prior to the expiry of the two year period against a party with respect to any incorrectness or with respect to any breach of any representation or warranty made by that party, that party shall have no further liability with respect to the representation or warranty.

6.4 This Agreement shall not merge in the transfer of Assets but shall survive such transfer and the Closing Date in accordance with Section 6.3.

ARTICLE 7 - INDEMNIFICATION

7.1 Subject to the performance and satisfaction of all other obligations or matters set out in this Agreement, the Vendor covenants and agrees with the Purchaser and the Purchaser covenants and agrees with the Vendor (the party so covenanting and agreeing to indemnify the other party being referred to as the "Indemnifying Party" and the party to be indemnified being called the "Indemnified party" in this section) to indemnify and save harmless the Indemnified

Party, effective as and from the Closing Date, from and against any claims, demands, actions, causes of action, damage, loss, costs, liability or expense (the "Claims") which may be made or brought against the Indemnified Party or which it may suffer or incur as a result of, in respect of, or arising out of any non fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement or any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement or any certificate or other document furnished by the Indemnifying Party pursuant to this Agreement. The foregoing obligation of indemnification in respect of the Claims shall be subject to the requirement that the Indemnifying Party shall, in respect of any Claim made by any third party, be notified of all material particulars thereof and be afforded an opportunity at its sole expense to resist, defend and compromise the same; provided that if the Indemnifying Party does not assume the defence of that Claim the Indemnified Party may defend against the Claim in a manner it deems appropriate and may take such action as may be reasonably prudent in the circumstances to settle any Claim.

7.2 The Purchaser acknowledges and agrees that as and from the Closing Date, the Vendor shall not have any obligations under any applicable law, statute, rule or order in respect of the Assets or the Business, except to the extent arising prior to the Closing Date. The Purchaser hereby indemnifies and saves the Vendor harmless from and against all claims, demands, actions, causes of action, loss, damage, liability or expense which the Vendor may suffer or incur or which may be brought against the Vendor, whether statutory or otherwise, in connection with or arising out of either the ownership of the Assets or the operation of the Business from and after the Closing Date except to the extent that the same arise directly or indirectly out of or relate to the Vendor's ownership of the Assets or operation of the Business before the Closing Date.

ARTICLE 8 - NOTICE

8.1 Any notice, request, demand or other document required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid registered mail or if transmitted by a form of recorded electronic communication,

- a. To the Purchaser: #101, 5018-45 Street, Red Deer, AB T4N 1K9
- b. To the Vendor: #52, 7151 50 Ave., Red Deer, AB T4N 4E4

8.2 Any writing given in the manner set out in section 8.1 shall be deemed given if and when personally delivered or if mailed in the manner therein provided shall be deemed given five (5) business days after posting. Any notice transmitted by a form of recorded electronic communication shall be deemed given and received on the date of transmission if received during the normal business hours of the recipient and on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission.

8.3 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike all such notices, requests, and other communication shall be deemed to have been duly given only if personally delivered in the manner provided in section 8.1 or sent by recorded electronic communication.

ARTICLE 9 - EMPLOYEES

9.1 Subject to Closing:

- a. the Vendor shall terminate the employment of all Employees as at the Closing Date and shall pay all wages, holiday pay and other remuneration owed to such Employees; and
- b. the Purchaser shall offer employment to all Employees of the Vendor who are employed on the day prior to the Closing Date on substantially the same terms and conditions as their employment with the Vendor.

ARTICLE 10 - GENERAL

10.1 Each of the parties shall take all actions as are within its power to control and use its best efforts to cause other actions to be taken which are not within their power to control, so as to further comply with any conditions set out in this Agreement.

10.2 All costs and expenses, including, without limitation, the fees and disbursements of legal counsel, incurred in connection with this Agreement and the transaction contemplated shall be paid by the party incurring that expense.

10.3 This Agreement and the Schedules constitute the entire agreement between the parties and, except as stated, contain all of the representations and warranties of the respective parties. There are no verbal statements, representations, warranties, undertakings or agreements between the parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the parties.

10.4 Time shall be of the essence of this Agreement.

10.5 This Agreement shall enure to the benefit of and be binding on the parties and their respective successors, including any successor by reason of amalgamation or any party, and assigns.


10.6 The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide those further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions, whether before or after the Closing Date.

10.7 This Agreement may be signed in several counterparts and each of which so executed shall be deemed to be an original and such counterparts together shall continue one and the same instrument, and notwithstanding their actual date of execution, shall be deemed to bear the date first written. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronically in a portable document format (pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank – signature page to follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

FAISSAL MOUHAMAD PROFESSIONAL CORPORATION

Per: 

SARAH MOE PROFESSIONAL CORPORATION

Per: 

SCHEDULE "A"

Equipment List:

- Computer system and hardware and Dentrix software
- Panasonic telephone system
- 7 Samsung televisions with remote controls
- 4 Preva x-ray units
- 8 Adec dental chairs
- 8 rear delivery units with assistant's package
- 8 ceiling mounted televisions
- 1 central vac system
- 8 rear delivery cabinets
- 5 side treatment cabinets
- 5 central cabinets
- 1 carestream intraoral camera
- 1 sterilization tape dispenser
- 1 portable vacuum
- 1 mobile mob cart

Mechanical Room:

- 2 large compressorts
- All star 50
- Power air
- 1 large suction
- Mo jave v3

Staff Room:

- 1 white fridge
- 1 glass table with 5 chairs
- 1 Keurig
- 1 artificial plat

Sterile Bay:

- 2 M11 machines
- 1 hydrim
- Danby fridge
- 1 telephone set

Op #1:

- 3 dentist chairs
- Green portable cupboard
- 1 black coat rack
- 2 steel framed mirrors on wall
- 1 glass ornament
- 1 Shaw cable box

Op #2:

- 2 black foot stools
- 1 dentist chair

- 1 keyboard
- 1 monitor
- 1 mouse
- Port for intraoral camera
- 2 dentist chairs
- 1 glass ornament
- 1 computer tower
- 1 Shaw cable box

Op#3:

- 1 orange foot stool
- 1 coat rack
- 1 port for intra oral camera
- 1 keyboard
- 1 computer tower
- 1 mouse
- 1 Shaw cable box
- 1 glass ornament

Op#4:

- 1 glass ornament
- 1 dentist chair
- 1 monitor
- 1 computer tower
- 1 mouse
- 1 Shaw cable box
- 1 keyboard
- 1 slow speed motor

Op#5:

- 1 monitor
- 1 computer tower
- 1 mouse
- 1 glass ornament
- 1 keyboard
- 1 slow speed motor

Op#6:

- 1 monitor
- 1 hard drive
- 1 mouse
- 1 TV remove
- 1 coat rack
- 1 Shaw cable box
- 1 glass ornament
- 1 keyboard
- 1 slow speed motor

Op#7:

- 3 assistant chairs
- 2 orange stools
- 1 mirror
- 1 monitor
- 1 hard drive
- 1 mouse
- 1 hub/port for intraoral camera
- 1 x-ray arm
- 1 keyboard

Op#8:

- 1 assistant chair
- 1 coat rack
- 1 monitor
- 1 hard drive
- 1 mouse
- 1 keyboard
- 1 hub/portal for intraoral camera

Consult Room:

- 3 brown leather chairs

Main Bathroom:

- Kolal kare baby change table

Back Bathroom:

- White stackable washer/dryer

Up Front-Desk

- 6 fabric roller office chairs
- 3 plastic floor mats
- 1 Samsung fax machine
- 4 black office phones
- 2 white office phones
- 2 monitors
- 2 hard drives
- 2 keyboards
- 2 computer mouse
- 2 neat scanners

Front Entry Way:

- 1 brown leather pub chair
- 1 black marble top stand
- 1 blue floor mat

Waiting Area:

- 1 LG TV mounted to wall
- 2 light up floor ornaments

- 1 fire extinguisher (in metal case mounted)
- 1 water cooler
- 1 large wall picture (5 people in picture)
- 10 brown leather pub chairs
- 1 picture on wall (customer care)

Foyer:

- 2 blue floor mats
- 1 brown leather pub chair
- 1 LG TV mounted to wall
- 1 neon open sign
- 1 wood/metal 2 tier shoe rack
- 1 corner glass display unit
- 1 stand up planter

Mechanical Room:

- 1 wall mounted dynovac vacuum
- 1 ladder
- 1 AG separation

Server Room:

- 1 acer monitor
- 1 keyboard
- 1 mouse
- 1 server

Back Pan Machine:

- 1 CS 8100 hand button
- 1 leather office chair
- 1 x-ray vest
- 1 monitor
- 1 keyboard
- 1 mouse
- 1 brown wood stand (3 shelves)
- 1 orange foot stool
- 1 pan server
- 1 fire extinguisher (in metal case mounted)
- 1 grey planter holder

Hygiene Manager Station:

- 1 office phone
- 1 monitor
- 1 hard drive
- 1 keyboard
- 1 mouse
- 1 office chair

**SCHEDULE "B"
CONTRACTS**

Nil.

**SCHEDULE "C"
EMPLOYEES**

EXHIBIT B

Government
of CanadaGouvernement
du Canada**Bankruptcy and Insolvency Records Search (BIA) search results |
Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)**

2022-01-24

Search Criteria | Critères de recherche : Name | Nom = Sarah Moe, Name Type | Type de nom = Individual | Particulier

Reference | Référence : 839.59/bpm

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2022-01-20, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2022-01-20, selon les critères de recherche susmentionnés.

BIA Estate Number | Numéro du dossier en vertu de la LFI : 24-116195
 BIA Estate Name | Nom du dossier en vertu de la LFI : Moe, Sarah
 Alias: MOE SARAH
 SAHAR MUHAMAD

Birth Date | Date de naissance :
 Province : Alberta | Alberta
 Address | Adresse : Alberta
 Estate Type | Type de dossier : APPLICATION FOR BANKRUPTCY ORDER | REQUÊTE DE MISE EN FAILLITE

Date of Proceeding | Date de la procédure : 2020-09-15
 Total Liabilities* | Total du passif* : \$0
 Total Assets* | Total de l'actif* : \$0

First Meeting of Creditors | Première assemblée des créanciers :
 Discharge Status | Statut de la libération :
 Effective Date | Date d'entrée en vigueur :
 Court Number | Numéro de cour : 24-116195

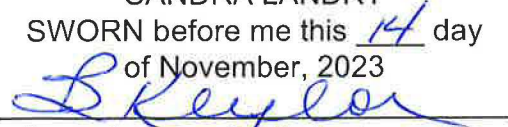
* As declared by debtor | Tel que déclaré par le débiteur

Appointed Licensed Insolvency Trustee or Administrator | Syndic autorisé en insolvabilité ou administrateur nommé : MNP LTD / MNP LTEE

Responsible Person | Personne responsable : LANDRY, SANDRA
 Address | Adresse : MNP Tower, 10235 101 Street NW Suite 1300, Edmonton, Alberta, Canada, T5J3G1

Telephone | Téléphone : 780-969-1488
 Fax | Télécopieur : 780-409-5415

Licensed Insolvency Trustee or Administrator's Discharge Date | Date de la libération du syndic autorisé en insolvabilité ou de l'administrateur :

THIS IS EXHIBIT "B"
 referred to in the Affidavit of
 SANDRA LANDRY
 SWORN before me this 14 day
 of November, 2023

 Commissioner for Oaths in and for
 the Province of Alberta

Barbara Jean Keylor
 A Commissioner for Oaths
 in and for Alberta

My Commission expires January 8, 2024

Canada

Protecting the
integrity of the
Insolvency SystemProtéger l'intégrité
du système
d'insolvabilité

EXHIBIT C



Government
of Canada

Gouvernement
du Canada

**Bankruptcy and Insolvency Records Search (BIA) search results |
Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)**

2022-01-24

Search Criteria | Critères de recherche :

Name | Nom = Sarah Moe, Name Type | Type de nom = Individual | Particulier

Reference | Référence :

839.59/bpm

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2022-01-20, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2022-01-20, selon les critères de recherche susmentionnés.

BIA Estate Number Numéro du dossier en vertu de la LFI :	24-2766927
BIA Estate Name Nom du dossier en vertu de la LFI :	Moe, Sarah
Alias:	MUHAMAD SAHAR MOE SARAH
Birth Date Date de naissance :	1971-10-21
Province :	Alberta Alberta
Address Adresse :	4 Oak Drive, Red Deer, Alberta, T4P3T3
Estate Type Type de dossier :	BANKRUPTCY FAILLITE
Date of Proceeding Date de la procédure :	2021-09-16
Total Liabilities* Total du passif* :	\$2,676,127
Total Assets* Total de l'actif* :	\$12,220
First Meeting of Creditors Première assemblée des créanciers :	
Discharge Status Statut de la libération :	
Effective Date Date d'entrée en vigueur :	
Court Number Numéro de cour :	24-2766927

* As declared by debtor | Tel que déclaré par le débiteur

Appointed Licensed Insolvency Trustee or Administrator | Syndic autorisé en insolvabilité ou administrateur nommé :

MNP LTD / MNP LTEE

Responsible Person | Personne responsable :

LANDRY, SANDRA

Address | Adresse :

MNP Tower, 10235 101 Street NW Suite 1300, Edmonton, Alberta, Canada, T5J3G1

Telephone | Téléphone :

780-969-1488

Fax | Télécopieur :


780-409-5415

Licensed Insolvency Trustee or Administrator's Discharge Date |

Date de la libération du syndic autorisé en insolvabilité ou de l'administrateur :

Canada

THIS IS EXHIBIT "C"
referred to in the Affidavit of
SANDRA LANDRY
SWORN before me this 14 day
of November, 2023


Commissioner for Oaths in and for
the Province of Alberta



Protecting the
Integrity of the
Insolvency System

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du système
d'insolvabilité

Barbara Jean Keylor
A Commissioner for Oaths
in and for Alberta

My Commission expires January 8, 2024

EXHIBIT D

COURT FILE NUMBER 24-2766927
 COURT COURT OF KING'S BENCH OF
 ALBERTA IN BANKRUPTCY AND
 INSOLVENCY
 JUDICIAL CENTRE EDMONTON
 IN THE MATTER OF THE
 BANKRUPTCY OF SARAH MOE AKA
 SAHAR MUHAMAD

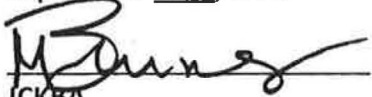


DOCUMENT **ORDER - PATIENT LISTS**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 PARLEE McLAWS LLP
 Barristers & Solicitors
 1700 Enbridge Centre
 10175 – 101 Street
 Edmonton, AB T5J 0H3
 Attention: Bryan P. Maruyama
 Telephone: (780) 423-8698
 Facsimile: (780) 423-2870
 File Number: 839.59/bpm

FIAT: Let the within Order be entered notwithstanding it was pronounced more than 3 months ago.

September 18, 2023

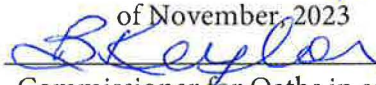

 JCKBA

COURT FILE NUMBER 24-2688670
 COURT COURT OF KING'S BENCH OF
 ALBERTA IN BANKRUPTCY AND
 INSOLVENCY
 JUDICIAL CENTRE EDMONTON
 IN THE MATTER OF THE
 BANKRUPTCY SARAH MOE
 PROFESSIONAL CORPORATION



DOCUMENT **ORDER – PATIENT LISTS**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 PARLEE McLAWS LLP
 Barristers & Solicitors
 1700 Enbridge Centre
 10175 – 101 Street
 Edmonton, AB T5J 0H3
 Attention: Bryan P. Maruyama
 Telephone: (780) 423-8698
 Facsimile: (780) 423-2870
 File Number: 839.61/bpm

THIS IS EXHIBIT "D"
 referred to in the Affidavit of
 SANDRA LANDRY
 SWORN before me this 14 day
 of November, 2023

 Commissioner for Oaths in and for
 the Province of Alberta


DATE ON WHICH ORDER WAS PRONOUNCED: FRIDAY, JUNE 2, 2023

LOCATION WHERE ORDER PRONOUNCED: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: M.E. BURNS

UPON THE APPLICATION of MNP Ltd., the Licensed Insolvency Trustee (the “Trustee”) of Sarah Moe aka Sahar Muhamad and Sarah Moe Professional Corporation (the “Bankrupts”); AND UPON HAVING READ the Application of the Trustee, the Affidavit of Donna M. Mackie, Legal Assistant, sworn May 17, 2023, the Transcript from the August 24, 2022, Questioning of the Bankrupts under s. 163 *Bankruptcy and Insolvency Act*, the Brief of the Trustee, the Affidavit of Tammy Shannon, Legal Assistant, sworn June 1, 2023, and the Affidavit of Denise Nahajowich, Legal Assistant, sworn June 2, 2023; AND UPON HEARING from Counsel for the Trustee, Counsel for the Bankrupt Sarah Moe, and Counsel for the Royal Bank of Canada; IT IS HEREBY ORDERED AND DECLARED THAT:


1. The Bankrupts are to provide the following lists to Counsel for the Trustee: (i) a list of patients of the Bankrupts at the time of closure of their practice; and (ii) the names of the patients for the Bankrupts who requested their files be transferred to other dentists at the time of the closure.
2. The lists of patients would contain only the names of the patients and their addresses, with other information redacted if necessary.



 JUSTICE IN CHAMBERS
 COURT OF KING’S BENCH OF ALBERTA IN
 BANKRUPTCY AND INSOLVENCY


APPROVED AS TO FORM AND CONTENTS OF ORDER GRANTED:

PARLEE MCLAWS LLP

Per: 

 Bryan P. Maruyama
 Counsel for the Trustee

MILES DAVISON LLP

Per: 

 Sean T. Fitzgerald, KC
 Counsel for the Bankrupt Sarah Moe

MILLER THOMSON LLP

Per: 

 Susy Trace
 Counsel for the Royal Bank of Canada