

COURT FILE NUMBER 2203 12557
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
APPLICANT ROYAL BANK OF CANADA
RESPONDENTS 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 **APPLICATION (APPROVAL OF CLAIMS PROCESS, ACTIVITIES AND FEES)**

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

**Attention: Adam Maerov/Kourtney Rylands/
Preet Saini**
Telephone: (403) 531-4700
Fax: (403) 531-4720
File Number: 293571

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: Wednesday, February 14, 2023
Time: 2:00pm
Where: Edmonton Law Courts, via WebEx
Before: The Honourable Justice Mah

Go to the end of this document to see what you can do and when you must do it.

Remedy claimed or sought:

1. MNP Ltd., in its capacity as receiver and manager (“**Receiver**”) of Faissal Mouhamad Professional Corporation (“**FMPC**”), Delta Dental Corp. (“**DDC**”) and 52 Dental Corporation, 52 Wellness Centre Inc. (“**52 Wellness**”), Michael Dave Management Ltd. (“**MDML**”) and 985842 Alberta Ltd. (“**985842**”) (collectively, the “**Debtors**”) seeks the following forms order for approval of the Receiver’s fees and activities and approval of the claims process order substantially in the form attached as Schedule A and Schedule B respectively.
2. The Receiver seeks an order substantially in the form attached as **Schedule A**:
 - a. approving the activities, actions, and conduct of the Receiver in administering these receivership proceedings as described in the Fifth Report of the Receiver dated February 6, 2023 (the “**Fifth Report**”);
 - b. approving the professional fees and disbursements of the Receiver and of McMillan LLP, legal counsel to the Receiver, for the period from December 1, 2022 to December 31, 2022, as further outlined in the Fifth Report;
3. The Receiver seeks an order substantially in the form attached as **Schedule B**:
 - a. abridging the time for service of this Application, if necessary, and declaring that this Application is properly returnable and that further service of this Application is hereby dispensed with;
 - b. approving the Claims Process (as defined in the Fifth Report) for the purpose of determining the claims that will be eligible to share in any distribution(s) made in the respective receivership proceedings of FMPC, DDC, 52 Dental Corporation, MDML and 985842 (collectively, the “**CP Companies**”).
4. Such further and other relief as counsel may request and this Honourable Court may deem appropriate.

Grounds for Making this Application:

A. Overview

5. MNP Ltd. previously acted as interim receiver of FMPC, 52 Dental Corporation, and DDC pursuant to an interim receivership order granted on August 23, 2022 (in such capacity, the “**Interim Receiver**”).

6. On September 16, 2022, MNP Ltd. was appointed as receiver and manager over all of the current and future assets, undertakings, and properties of FMPC, 52 Dental Corporation, DDC, MDML, and 52 Wellness.

7. On September 29, 2022, MNP Ltd. was appointed as receiver and manager over all of the current and future assets, undertakings, and properties of 985842.

8. The Debtors’ operations can be summarized as follows:

Summary of Companies in Receivership		
Corporate entity	Directors/ Officers	Description of Operations
Faissal Mouhamad Professional Corporation o/a Delta Dental	F. Mouhamad is the sole director and shareholder	Operates a dental clinic under the name “Delta Dental” (“ Delta Dental ”).
Delta Dental Corp.	F. Ahmed is the sole director and shareholder	Has no independent operations; previously managed Delta Dental on behalf of FMPC; however, no corresponding agreement was in place.
52 Dental Corporation	F. Ahmed is the sole director and shareholder	Operates a dental clinic under the name “52 Dental”
52 Wellness Centre Inc.	F. Mouhamad is the sole director and shareholder	Owns a building located at 3505 52nd Street SE, Calgary, Alberta (the “ 52 Building ”). The 52 Building houses 52 Dental and five other commercial tenants.
Michael Dave Management Ltd.	F. Mouhamad is the sole director and shareholder	Owns a building located at 7151 50th Avenue in Red Deer, Alberta (the “ Delta Building ”) that houses Delta Dental.
985842 Alberta Ltd.	F. Mouhamad is the sole director and shareholder	Owns a commercial unit located in a building at 108, 5205 Power Center Boulevard in Drayton Valley, Alberta the (“ DV Unit ”).

9. The key assets in these receivership proceedings are operating dental clinics known as Delta Dental and 52 Dental (collectively, the “**Dental Offices**”) and three real properties, which are defined above as the “52 Building”, the “Delta Building” and the “DV Unit” (collectively, the “**Real Properties**”).

B. Approval of Actions, Activities and Conduct

10. The activities of the Receiver and its independent legal counsel are described in detail in the Fifth Report.

11. The Receiver submits that its actions, activities and conduct and those of its independent legal counsel were appropriate and necessary for the administration of the receivership and ought to be approved by this Honourable Court.

C. Approval of Professional Fees and Disbursements of the Receiver

12. The Receiver incurred fees and disbursements of \$94,928 (inclusive of applicable sales taxes) for the period from December 1, 2022 to December 31, 2022 (the “**Receiver’s Fees**”).

13. McMillan LLP incurred fees and disbursements of \$69,149 (inclusive of applicable sales taxes) for the period from December 1, 2022 to December 31, 2022 (the “**Receiver’s Legal Fees** and collectively with the Receiver’s Fees, the “**Professional Fees**”).

14. The Professional Fees are described further in the Fifth Report.

15. The Receiver respectfully submits that the Professional Fees accurately reflect the work done by the Receiver and McMillan LLP for such period, and are fair and reasonable in the circumstances and justified in the circumstances. The Professional Fees were charged by the Receiver and McMillan at their standard hourly rates and, in the Receiver’s experience, are comparable to the standard rates of other providers of similar services in Alberta.

D. Approval of Claims Process

16. The Claims Process (as described in the Fifth Report) is designed to address all creditors of the CP Companies other than those whose claims only relate to registered interests in the Real Properties (as defined in the Fifth Report). The Claims Process is inclusive of secured claims as against the personal property of the CP Companies and unsecured claims.

17. The estimated timing for the execution for the Claims Process is as follows:

Action	Estimated Timing
Claims Process Order to be granted	February 14, 2023
Claims package will be posted on the Receiver’s website	As soon as practicable after the granting of the Claims Process Order
Newspaper notice published	On or before February 21, 2023

Claims package will be sent to all know claimants	On or before February 21, 2023
Claims bar date for claimants to file proof of claim	April 4, 2023
Deadline for receipt by the Receiver of any notice of dispute	10 days after receipt of the Disallowance Notice by claimant

18. The Claims Process provides for a timely and efficient process for the determination of claims for the CP Companies.

19. The Receiver is seeking approval of the Claims Process for the CP Companies as further summarized in the Fifth Report.

Material of evidence to be relied on:

20. Receivership Order pronounced on September 16, 2022 by The Honourable Justice Mah.
21. Receivership Order pronounced on September 29, 2022 by The Honourable Justice Mah.
22. Fifth Report of the Receiver dated February 6, 2023.
23. The other Reports filed by the Receiver and Interim Receiver in these proceedings.
24. All pleadings, affidavits and other materials filed in this action.
25. The inherent jurisdiction of this Honourable Court.
26. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

Applicable Rules:

27. Rules 6.47, 6.9, 11.27 and 13.5 of the Alberta Rules of Court; and
28. Such further material as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

29. *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3, as amended;

30. *Judicature Act*, R.S.A. 2000, c. J-2, as amended;
31. This Court's equitable and inherent jurisdiction; and
32. Such further authority as counsel may advise and this Honourable Court may permit.

How the application is proposed to be heard or considered:

33. Commercial Chambers before Justice Mah by WebEx.

WARNING

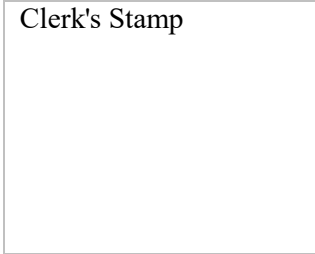
You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this 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"

Form of Order for Approval of Receiver's Activities and Fees

(see attached)

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 (APPROVAL OF FEES AND ACTIVITIES)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **McMillan LLP**
TD Canada Trust Tower
#1700, 421-7th Avenue SW
Calgary, Alberta 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: February 14, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton Law Courts

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Mah

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. (“**Delta Dental**”), Michael Dave Management Ltd. (“**MDML**”), 52 Wellness Centre Inc. (“**52 Wellness**”) and 985842 Alberta Ltd. (“**985842**”); AND UPON reviewing the Fifth Report of the Receiver dated February 6, 2023 (“**Fifth Report**”); AND UPON reviewing the

receivership order granted by the Honourable Justice Mah on September 16, 2022 appointing the Receiver in respect of FMPC, 52 Dental Corporation, Delta Dental, MDML and 52 Wellness and the order granted by the Honourable Justice Mah on September 29, 2022, appointing the Receiver in respect of 985842; 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;

IT IS HEREBY ORDERED AND DECLARED THAT:

APPROVAL OF ACTIVITIES

1. The Receiver’s actions, activities, and conduct as set out in the Fifth Report, are hereby ratified and approved.

PROFESSIONAL FEES

2. The Receiver’s fees and disbursements for the period from December 1, 2022 to December 31, 2022 in the amount of \$94,928 (inclusive of applicable sales taxes) are hereby ratified and approved.
3. The fees and disbursements of McMillan LLP, as counsel to the Receiver, for the period from December 1, 2022 to December 31, 2022 in the amount of \$69,149 (inclusive of applicable sales taxes) are hereby ratified and approved.

SERVICE

4. 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.

5. 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.

Justice of the Court of King's Bench of Alberta

Schedule “B”

Form of Order for Approval of Claims Process

(see attached)

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 (CLAIMS PROCESS)**

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: Tuesday, February 14, 2022

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton Law Courts

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Mah

UPON THE APPLICATION of MNP Ltd., in its capacity as court-appointed receiver and manager (the “**Receiver**”) of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Wellness Centre Inc. and 985842 Alberta Ltd.; AND UPON reviewing the First Report of the Interim Receiver dated September 9, 2022, the First Report of the Receiver dated September 29, 2022, the Second Report of the Receiver dated October 28, 2022 (the “**Second Report**”), the First Confidential Report of the Receiver dated October 28, 2022 (“**First**

Confidential Report”), the Third Report of the Receiver dated January 3, 2023 (the “**Third Report**”), the Second Confidential Report of the Receiver dated January 3, 2023, the Supplement to the Third Report dated January 10, 2023, the Fourth Report of the Receiver dated January 30, 2023 (the “**Fourth Report**”), the Third Confidential Report of the Receiver dated January 30, 2023 (the “**Third Confidential Report**”) and the Fifth Report of the Receiver dated February 6, 2023 (the “**Fifth Report**”); AND UPON reviewing the receivership order granted by the Honourable Justice Mah on September 16, 2022 (the “**Receivership Order**”) AND UPON noting that the Receiver seeks approval of the Claims Process attached as **Appendix “A”** hereto (the “Claims Process”); AND UPON noting that MNP Ltd. previously acted as interim receiver of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, and Delta Dental Corp pursuant to an interim receivership order granted on August 23, 2022 by the Honourable Justice Hiller (in such capacity, the “**Interim Receiver**”); 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;

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.

APPROVAL OF ACTIVITIES

2. The Receiver's actions, activities, and conduct as set out in the Fifth Report, are hereby ratified and approved.

PROFESSIONAL FEES

3. The Receiver's fees and disbursements for the period from December 1, 2022 to December 31, 2022 for \$94,928.00 (inclusive of applicable sales taxes) are hereby ratified and approved.
4. The fees and disbursements of McMillan LLP, as counsel to the Receiver, for the period from December 1, 2022 to December 31, 2022 for \$69,149.00 (inclusive of applicable sales taxes) are hereby ratified and approved.

DEFINED TERMS

5. Capitalized terms used herein or not otherwise defined shall have the meaning ascribed to them in the Claims Process.

APPROVAL OF CLAIMS PROCESS

6. The Claims Process for determining any and all Claims of any and all Creditors in the receivership proceedings of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., Michael Dave Management Ltd. and 985842 Alberta Ltd. (collectively, the "**Debtors**") is hereby approved and the Receiver is authorized and directed to implement the Claims Process in accordance herewith in order to identify all Creditors and assess the amount, nature and priority of Claims proven in accordance herewith.
7. The form of Notice of Claims Process, Notice of Revision or Disallowance, Notice of Dispute, and Newspaper Notice, all as set forth in the attached **Appendices "B", "C", "D" and "E"**, respectively, are approved.

CLAIMS BAR DATE

8. Any Creditor who has a Claim against any one or more of the Debtors as of the Filing Date and who has not, as of the Claims Bar Date, submitted a Proof of Claim to the Receiver in respect of such Claim, in accordance with the Claims Process, shall have their Claim forever extinguished, unless otherwise ordered by the Court.

NOTICE OF TRANSFEREES

9. If a Creditor or any subsequent holder of a Claim who has been acknowledged by the applicable Debtor(s) as the holder of the Claim transfers or assigns such Claim to another Person, the Receiver shall not be required to give notice to or otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of the Claims Process.
10. If a Creditor or any subsequent holder of a Claim who has been acknowledged by the Receiver as the holder of the Claim transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transferred or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Receiver shall not, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Creditor may, by notice in writing delivered to the Receiver, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and, in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor in accordance with the provisions of the Claims Process.

NOTICE AND COMMUNICATION

11. Except as otherwise provided herein, the Receiver may deliver any notice or other communication to be given under this Order to any Creditor or other interested Person by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or email to such Creditor or Person

at the address last shown on the books and records of the Debtors, and that any such notice by courier, personal delivery, facsimile or email shall be deemed to be received on the next Business Day following the date of forwarding thereof, or, if sent by ordinary mail on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.

12. Any notice or other communication to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, email (in PDF format), personal delivery or facsimile transmission and addressed to:

MNP Ltd., Receiver and Manager of Faissal Mouhamad Professional Corporation,
985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave
Management Ltd.

Attention: Temitope Muraina
1500, 640 – 5th Avenue SW
Calgary, AB T2P 3G4

Phone: 403-537-8424
Email: Temitope.Muraina@mnp.ca
Fax: 403-537-8393

13. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

GENERAL

14. The Receiver is hereby authorized and directed to do all such acts and things, and execute such deeds and documents, as are necessary or appropriate to give full effect to the provisions of this Order.
15. The Receiver is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim are submitted, completed and executed and may, if satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the submission, completion and execution of the Proofs of Claim.

16. Notwithstanding:

- a. any application(s) for bankruptcy order(s) issued against a Debtor pursuant to BIA, or any bankruptcy order made pursuant to such application(s);
- b. the filing of any assignment by a Debtor for the general benefit of creditors made pursuant to the BIA; or
- c. any proceedings commenced by or in respect of a Debtor pursuant to the CCAA;

the Claims Process and any distributions, steps, revisions, or disallowances made pursuant to the Claims Process shall be binding on any trustee, trustee in bankruptcy, or monitor that may be appointed in respect of such Debtor pursuant to the BIA, the CCAA, or any other applicable legislation.

17. References in this Order to the singular shall include the plural, references to the plural shall include the singular, and to any gender shall include the other gender.

18. Notwithstanding the terms of this Order, the Receiver or any interested Person may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to apply for such further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order or to amend, supplement or modify the Claims Process or this Order.

19. Service of this Order on the Service List by email, facsimile, registered mail, courier or personal delivery shall constitute good and sufficient service of this Order, and no Persons, other than those on the Service List, are entitled to be served with a copy of this Order. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

20. Service of this Order on any party not attending this application is hereby dispensed with.

J.C.C.K.B.A.

APPENDIX “A” TO CLAIMS PROCESS ORDER

CLAIMS PROCESSES

DEFINITIONS

1. For purpose of this Claims Process the following terms should have the following meanings:
 - (a) “**985842**” means 985842 Alberta Ltd.
 - (b) “**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. 8-3, as amended;
 - (c) “**Business Day**” means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;
 - (d) “**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - (e) “**Claim**” means any right or claim or any Person that may be asserted or made in whole or in part against one or more Debtors, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, regulatory, equitable or fiduciary duty or obligation) or by reason of any right of ownership or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof (A) is based in whole or in part on facts prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a debt provable in bankruptcy within the

meaning of the BIA had such Debtor become bankrupt on the Filing Date, provided, however, that “Claim” shall not include an Excluded Claim;

- (f) “**Claims Bar Date**” means 5:00 p.m. (Mountain Time) on Tuesday, April 4, 2023 or such other date as may be ordered by the Court;
- (g) “**Claims Package**” means the document package which shall include a Proof of Claim and such other materials as the Receiver considers necessary or appropriate;
- (h) “**Claims Process**” means the procedures outlined herein in connection with the assertion of any Claim against the Debtors;
- (i) “**Claims Process Order**” means the Order pronounced by Justice D.H. Mah of the Court on February 14, 2023 approving the Claims Process;
- (j) “**Court**” means the Court of King’s Bench of Alberta;
- (k) “**Creditor**” means any Person that asserts a Claim;
- (l) “**Debtors**” means Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., Michael Dave Management Ltd., and 985842 and “**Debtor**” means any one of them;
- (m) “**Excluded Claim**” means Claims:
 - (i) secured by a registered mortgage or charge on real property;
 - (ii) secured by the Receiver’s Charge;
 - (iii) made by or on behalf of the beneficiaries of the Receiver’s Borrowing Charge;
- (n) “**Filing Date**” means, the case of each of the Debtors other than 985842, September 16, 2022, and in the case of 985842, September 29, 2022;
- (o) “**Known Creditors**” means Creditors which the books and records of a Debtor disclose as having a Claim against a Debtor as of the Filing Date for such Debtor;

- (p) “**Newspaper Notice**” means the notice of the Claims Process to be published in the newspapers in accordance with the Claims Process in substantially the form attached to the Claims Process Order as Appendix “E”;
- (q) “**Notice to Creditors**” means the notice to be sent by the Receiver to all Known Creditors on or before February 21, 2023, setting out the method by which any Person may file a Proof of Claim in the prescribed form with the Receiver, which notice shall be substantially in the form attached to the Claims Process Order as Appendix “B”;
- (r) “**Notice of Dispute**” means the form to be sent to the Receiver by any Person objecting to the classification or quantum of their Claim, which notice shall be substantially in the form attached to the Claims Process Order as Appendix “D”;
- (s) “**Notice of Revision or Disallowance**” means the form sent by the Receiver revising or disallowing a Proof of Claim submitted by any Person, which notice shall be substantially in the form attached to the Claims Process Order as Appendix “C”;
- (t) “**Person**” shall be broadly interpreted and includes an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government or a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, however designated or constituted, and the trustees, executors, administrators, or other legal representatives of any individual;
- (u) “**Proof of Claim**” means the form setting forth a Creditor’s Claim, which proof of claim shall be substantially in the form attached to the Notice of Creditors (Appendix “B” to the Claims Process Order);
- (v) “**Proven Claim**” means the quantum and classification of the Claim of a Creditor as finally determined in accordance with the Claims Process, provided that a Proven Claim will be “finally determined” in accordance with the Claims Process when: (i) it has been accepted in part or in full by the Receiver and the applicable time period for challenging a Notice of Revision or Disallowance by submitting a Notice of Dispute has expired; or (ii) to the extent permitted by the court and applicable, any court of competent jurisdiction has made a determination with respect to the classification and quantum of the Claim and

no appeal or applications for leave to appeal therefrom shall have been taken or served on either party, or if any appeals(s) or applications(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any and all such appeal(s) or application(s) shall have been dismissed, determined or withdrawn;

- (w) “**Receiver**” means MNP Ltd., in its capacity as the Court appointed receiver and manager of the Debtors, and not in its personal capacity or corporate capacity; and
- (x) “**Website**” means the website established by the Receiver and located at <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.

NOTICE OF CLAIMS PROCESS

2. The Receiver shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, courier, facsimile, personal delivery or email on or prior to February 21, 2023.
3. The Receiver shall cause the Newspaper Notice to be published in the Calgary Herald and any other newspaper the Receiver considers advisable, on or prior to February 21, 2023.
4. The Receiver shall cause the Claims Package to be posted on the Website as soon as practicable after the granting of this Claims Process Order;
5. The Receiver shall cause a copy of a Proof of Claim to be sent to any Person requesting such material as soon as practicable.

PERSON ASSERTING CLAIMS

6. Any other Person who has a Claim against one or more Debtors, as of the Filing Date, other than an Excluded Claim, and who wishes to assert such Claim against such Debtor(s), shall, on or before the Claims Bar Date, send a completed Proof of Claim to the Receiver setting out the classification and quantum of its Claim.
7. A Proof of Claim filed in respect of a secured Claim must include an affidavit sworn or solemn declaration affirmed by an individual representative of the Person asserting the Claim setting out the basis for the Claim and full particulars of the security granted therefore, including the date on, and the manner in, which the security was given, the date on which the security was perfected, all facts relevant to the priority of the security and the value at which the Person assesses the security.

8. Any Person who fails to comply with Paragraph 6 or Paragraph 7 of this Claims Process shall be forever barred, enjoined and estopped from asserting such Claim against the Debtors and such Claim or security shall be forever extinguished, except as otherwise may be ordered by the Court.
9. Upon the request of any Creditor that files a Proof of Claim prior to the Claims Bar Date in accordance with the Claims Process (the “**Requesting Creditor**”), the Receiver is authorized and directed to make available to such Requesting Creditor any Proof of Claim filed by a Creditor that is not the Requesting Creditor so as to provide the Requesting Creditor with a reasonable opportunity to examine such Proof of Claim and question the affiant in respect of such Proof of Claim in accordance with paragraph 10 of this Order.
10. Any Creditor on being paid the proper conduct money and on being served with a copy of this Order and of an appointment of any duly qualified or authorized person to hold examinations shall attend and submit to be questioned *viva voce* upon oath on that Creditor’s filed Proof of Claim at a place and at a time agreed by such Creditor and the Requesting Creditor, each acting reasonably, for the purpose of assisting the Receiver in determining whether to accept, revise or disallow a Proof of Claim submitted in accordance with this Order. Any questioning pursuant to this paragraph may take the form of a cross-examination.

RESOLUTION OF CLAIMS

11. The Receiver shall review any Proof of Claim that is submitted to it on or before the Claims Bar Date and, subject to the terms of this Order, may accept, revise or disallow the Proof of Claim.
12. The Receiver may attempt to consensually resolve the classification or quantum of any Proof of Claim submitted by any Person prior to the Receiver accepting, revising or disallowing such Proof of Claim.
13. In the event that the Receiver elects to accept the quantum and classification of the Claim as set forth in the Proof of Claim, the Creditor shall have a Proven Claim in the quantum and with the classification specified in the Proof of Claim submitted by the Person.
14. In the event that the Receiver elects to revise or disallow the Proof of Claim, the Receiver shall send a Notice of Revision or Disallowance setting out the revision or disallowance of the Proof of Claim.

15. Any Person who wishes to dispute the Notice of Revision or Disallowance received from the Receiver shall, within 10 days of delivery of the Notice of Revision or Disallowance from the Receiver, send a Notice of Dispute the Receiver setting out the particulars of the Dispute.
16. Any Person who receives a Notice of Revision or Disallowance from the Receiver and who fails to comply with Paragraph 15 of this Claims Process shall (i) be deemed to have accepted the classification and quantum of its Claim as set forth in the Notice of Revision or Disallowance, (ii) to the extent applicable, shall have a Proven Claim in the quantum and with the classification specified in the Notice of Revision or Disallowance, and (iii) shall be forever barred, enjoined and estopped from challenging the classification and quantum of its Claim as set forth in the Notice of Revision or Disallowance delivered to it by the Receiver and the balance of its Claim shall be extinguished, except as otherwise may be ordered by the Court.

CURRENCY OF CLAIMS

17. Any Claim set out in a Proof of Claim shall be denominated in Canadian dollars, failing which such Claim shall be converted to and shall constitute obligations in Canadian dollars and such calculation will be effected using the noon spot rate of the Bank of Canada as of the Filing Date.

APPENDIX "B" TO THE CLAIMS PROCESS ORDER
NOTICE TO CREDITORS

COURT FILE NO.	2203-12557	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
	IN BANKRUPTCY AND INSOLVENCY	
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 DEVELOPMENT LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD AND FETOUN AHMAD also known as FETOUN AHMED	
DOCUMENT	NOTICE OF CLAIMS PROCESS IN THE MATTER OF THE RECEIVERSHIPS OF FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP. AND MICHAEL DAVE MANAGEMENT LTD.	

1. As you are likely aware, MNP Ltd. acts as Receiver and Manager (the "Receiver") of the assets, undertakings, and properties of Faissal Mouhamad Professional Corporation o/a Delta Dental, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd. (the "Debtors").
2. Pursuant an Order granted by the Court of King's Bench of Alberta on February 14, 2023 (the "Claims Process Order"), a claims process (the "Claims Process") was approved that authorized and directed the Receiver to solicit claims from all creditors of the Debtors for the purpose of determining the claims that will be eligible to share in any distribution(s) made in the receivership proceedings. A copy of the Claims Process Order is available on the Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc> (the "Receiver's Website").
3. Any creditor having a claim against any one or more of the Debtors at the Filing Date (as defined in the Claims Process) of any nature whatsoever, including an unsecured, secured, contingent or unliquidated claim (a "Claim") is required to file, in the manner set out in the Claims Process, a proof of claim in the prescribed form (which has been provided to you with this Claims Notice) with the Receiver in order to participate in any distribution in the receivership proceedings.

4. Additional copies of the prescribed proof of claim form can be obtained by contacting the Receiver via telephone at 403-537-8393 or via email at Temitope.Muraina@mnp.ca or it can be downloaded from the Receiver's Website.
5. Any creditor who chooses to file a proof of claim is required to provide whatever documentation it may have to support its Claim, such as contracts, invoices, bills of lading, shipping receipts, security of other agreements and proof of relevant security registrations, in relation to the goods and/or services provided or funds advanced to the Debtors, with all amounts being presented in the appropriate currency under which its Claim arose (the "Claim Support").
6. Any creditor that asserts that it has a secured Claim must append to its proof of claim an affidavit a sworn or solemn declaration affirmed (a "Secured Claim Affidavit") by an individual representative of the creditor asserting the Claim setting out the basis for the Claim and full particulars of the security granted therefore, including the date on, and the manner in, which the security was given, the date on which the security was perfected, all facts relevant to the priority of the security and the value at which the Person assesses the security.
7. All proofs of claim, together with supporting documentation Claim Support and Secured Claim Affidavits, must be delivered by mail or courier service to MNP Ltd., 1500, 640 – 5th Avenue SW, Calgary, AB T2P 3G4 or via email at Temitope.Muraina@mnp.ca to the attention of Temitope Muraina on or before 4:00 p.m. Mountain Time on Thursday, April 4, 2023 (the "Claims Bar Date").
8. Creditors that do not submit a proof of claim to the Receiver by the specified time on the Claims Bar Date, or such later date as the Court may order, shall not be entitled to receive any further notice of the receivership proceedings, shall not be entitled to receive any distribution in the receivership proceedings and shall be forever barred from making or enforcing any Claim against any of the Debtors related to the period prior to the Filing Date.
9. Where a Creditor objects to a Disallowance Notice, the creditor must notify the Receiver of its objection in writing (the "Dispute Notice") by registered mail, courier service or email within 10 days from the date of the Disallowance Notice.

10. A creditor who does not file a Dispute Notice to a Disallowance Notice issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Claim as set out in the Disallowance Notice.

Dated February 14, 2023

MNP Ltd., in its capacity as Receiver of Faissal Mouhamad Professional Corporation o/a Delta Dental, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd.



Per:

Vanessa Allen, B. Comm, CIRP, LIT
Senior Vice President

Select the Debtor Entity:

- Faissal Mouhamad Professional Corporation in the City of Red Deer in the Province of Alberta
- 98542 Alberta Ltd. of the Town of Drayton Valley in the Province of Alberta
- 52 Dental Corporation of the City of Calgary in the Province of Alberta
- Delta Dental Corp. of the City of Red Deer in the Province of Alberta
- Michael Dave Management Ltd. of the City of Red Deer in the Province of Alberta

All notices or correspondence regarding this claim must be forwarded to the following address:

In the matter of the receivership of _____ of the _____ of _____ in and the claim of _____, creditor.

I, _____ (name of creditor or representative of the creditor), of the city of _____ in the province of _____ do hereby certify:

1. That I am a creditor of the above-named debtor (or I am _____ (position/title) of _____, creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the Filing Date, and still is, indebted to the creditor in the sum of \$ _____, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.) **Please note that proofs of claim in respect of all secured claims must include a sworn affidavit [or solemn declaration] that includes full particulars of the security claimed, including the date on which the security was given, the date on, and the manner in, which the security was perfected, all facts relevant to the priority of the security and the value at which you assess the security.**

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Act.

Regarding the amount of \$ _____, I do not claim a right to a priority.
(Set out on an attached sheet details to support priority claim.)

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ _____

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold assets of the debtor valued at \$ _____ as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ _____

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ _____
(Attach a copy of sales agreement and delivery receipts.)

E. CLAIM BY WAGE EARNER OF \$ _____

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____,

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____,

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____

That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____,

That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____,

G. CLAIM AGAINST DIRECTOR \$ _____

(To be completed when a proposal provides for the compromise of claims against directors.)

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, I _____ (am/am not) (or the above-named creditor _____ (is/is not)) related to the debtor within the meaning of section 4 of the Act, and _____ (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

Dated at _____, this _____ day of _____, _____.

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Phone Number: _____
Fax Number: _____
E-mail Address: _____

MNP Ltd. - Licensed Insolvency Trustee
Per:

Vanessa Allen - Receiver
1500, 640 - 5 Avenue SW
Calgary AB T2P 3G4
Phone: (403) 537-8393 Fax: (403) 537-8437
E-mail: calgary.insolvency@mnp.ca

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: There are severe penalties for making any false claim, proof, declaration or statement of account.

CHECKLIST FOR PROOFS OF CLAIM

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This checklist is provided to assist you in preparing the accompanying proof of claim form in a complete and accurate manner. Please specifically check each requirement.

PROOF OF CLAIM

- ▶ The signature of a witness is required;
- ▶ The claim must be signed personally by the individuals;
- ▶ If the creditor is a corporation, the full and complete legal name of the company or firm must be stated;
- ▶ Give the complete address, including postal code, where all notices or correspondence is to be forwarded, the name of the person to contact, the phone number and fax number.

PARAGRAPH 1

- ▶ Please state your name, city of residence, and if you are completing the declaration for a corporation or another person, your position or title.

PARAGRAPH 3

- ▶ State the amount of your claim;
- ▶ A detailed statement of account must be attached and must show the date, number and amount of all the invoices, charged credits or payments;
- ▶ A statement of account is not complete if it begins with an amount brought forward;
- ▶ The amount of the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 4

- ▶ An ordinary creditor must check subparagraph A. A preferred creditor must set out on an attached schedule the particulars of your priority;
- ▶ A secured creditor must check subparagraph C. those creditors advancing secured claims against personal property will be required to provide documentation in support of their claims, such as contracts, invoices, bills of lading, shipping receipts, security of other agreements and proof of relevant security registrations, in relation to the goods and/or services provided or funds advanced, by way of a sworn affidavit or solemn declaration filed in these proceedings. The sworn affidavit or solemn declaration will also be required to include full particulars of the security, including the date on, and the manner in, which the security was given, the date on which the security was perfected, all facts relevant to the priority of the security and the value at which the creditor assesses the security

PARAGRAPH 5

Strike out “are” or “are not” as applicable to you. You would be considered a related person if:

- ▶ You are related to blood or marriage to the debtor;
- ▶ If the debtor is a corporation and you were a shareholder or if your company was controlled by the same shareholders as the debtor corporation.

PARAGRAPH 6

All creditors must attach a detailed list of all payments or credits received or granted, as follows:

- ▶ Within the 3 months preceding the receivership, if the creditor and the debtor are not related;
- ▶ Within 12 months preceding the receivership, if the creditor and debtor are related.

**APPENDIX "C" TO CLAIMS PROCESS ORDER
NOTICE OF REVISION OR DISALLOWANCE**

COURT FILE NO.	2203-12557	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
	IN BANKRUPTCY AND INSOLVENCY	
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 DEVELOPMENT LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD AND FETOUN AHMAD also known as FETOUN AHMED	
DOCUMENT	NOTICE OF REVISION OR DISALLOWANCE IN THE MATTER OF THE RECEIVERSHIPS OF FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP. AND MICHAEL DAVE MANAGEMENT LTD.	

1. As you are likely aware, MNP Ltd. acts as Receiver and Manager (the "Receiver") of all of the assets, undertakings, and properties of Faissal Mouhamad Professional Corporation o/a Delta Dental, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd. (the "Debtors").
2. Pursuant to an Order granted by the Court of King's Bench of Alberta on February 14, 2023 (the "Claims Process Order"), a claims process (the "Claims Process") was approved that directed the Receiver to solicit claims from all creditors of the Debtors for the purpose of determining the claims that will be eligible to share in any distribution(s) that may be available in the receivership proceedings.
3. Pursuant to the Claims Process Order, the Receiver hereby gives you notice that it has reviewed your proof of claim filed in the receivership proceedings and has revised or disallowed your claim.

4. Subject to further disputes by you in accordance with the Claims Process Order, your claim will be allowed as follows:

Amount allowed by the Receiver:

Type:	Debtor(s)/Collateral	Proof of claim amount:	Admitted amount:
Unsecured Claim			
Secured Claim			

Reasons for the Revision or Disallowance:

5. If you intend to dispute this Notice of Revision or Disallowance (the “Disallowance Notice”), you must within 10 days from the date of this Disallowance Notice, deliver to the Receiver, a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier to MNP Ltd., 1500, 640 – 5th Avenue SW, Calgary, AB T2P 3G4 or via email to Temitope.Muraina@mp.ca to the attention of Temitope Muraina.

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN TEN (10) DAYS OF THE DATE ON THIS DISALLOWANCE NOTICE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS DISALLOWANCE NOTICE.

Dated: _____, 2023

MNP Ltd., in its capacity as Receiver of Faissal Mouhamad Professional Corporation o/a Delta Dental, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd. and not in its personal or corporate capacity

Per: _____
 Vanessa Allen, B. Comm, CIRP, LIT
 Senior Vice President

APPENDIX "D" TO CLAIMS PROCESS ORDER

NOTICE OF DISPUTE

COURT FILE NO. 2203-12557

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

IN BANKRUPTCY AND INSOLVENCY

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 DEVELOPMENT LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD AND FETOUN AHMAD also known as FETOUN AHMED

DOCUMENT NOTICE OF DISPUTE IN THE MATTER OF THE RECEIVERSHIPS OF FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP. AND MICHAEL DAVE MANAGEMENT LTD.

1. I, _____(name), of _____ (city/town), in the Province of _____, and _____ (title) of _____(creditor name) dispute the amount stated in the attached Notice of Revision or Disallowance provided in respect of _____ (debtor).

2. I dispute the amount stated in the Notice of Revision or Disallowance for the following reasons and attach all applicable documents:

(use additional pages if necessary).

Dated at _____ (city/town), this _____ day of _____, 2023.

Witness

Signature of individual completing the form

APPENDIX "E" TO CLAIMS PROCESS ORDER
NEWSPAPER NOTICE

NOTICE TO CREDITORS OF FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP. AND MICHAEL DAVE MANAGEMENT LTD.

MNP Ltd. acts as Receiver and Manager (the "Receiver") of the assets, undertakings, and properties of Faissal Mouhamad Professional Corporation o/a Delta Dental, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd. (the "Debtors").

On February 14, 2023, the Court of King's Bench of Alberta granted an Order (the "Claims Process Order") establishing a process (the "Claims Process") by which the identify and the status of all creditors of the Debtors and the amounts of their claims would be established for the purpose of the receivership proceedings (the "Claims Process Order"). A copy of the Claims Process Order may be viewed on the Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc> (the "Receiver's Website") or obtained by contacting the Receiver via email at Temitope.Muraina@mnp.ca.

Pursuant to the Claims Process Order the Receiver was required, by February 21, 2023 to send a Notice to Creditors to each known creditor of the Debtors.

ANY CREDITOR HAVING A CLAIM AGAINST ONE OR MORE OF THE DEBTORS MUST FILE A PROOF OF CLAIM WITH THE RECEIVER IN THE PRESCRIBED FORM BEFORE 5:00 PM (MST) ON APRIL 4, 2023. CLAIMS NOT PROVEN IN ACCORDANCE WITH THE CLAIMS PROCESS SHALL BE DEEMED TO BE FOREVER BARRED AND EXTINGUISHED AND MAY NOT BE ADVANCED AGAINST THE DEBTORS, EXCEPT AS MAY BE OTHERWISE ORDERED BY THE COURT.

The prescribed "Proof of Claim" form may be found on the Receiver's Website or can otherwise be obtained by contacting:

MNP Ltd., Receiver and Manager of Faissal Mouhamad Professional Corporation, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd.

Attention: Temitope Muraina
1500, 640 – 5th Avenue SW
Calgary, AB T2P 3G4

Phone: 403-537-8424
Email: Temitope.Muraina@mnp.ca
Fax: 403-537-8393