

Clerk's stamp:

COURT FILE NUMBER 2203 12557

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 FETOON AHMAD, also known as FETOON AHMED

DOCUMENT **BOOK OF RELEVANT PROCEEDINGS OF ROYAL BANK OF CANADA FOR APPLICATION FOR ADVICE AND DIRECTION SCHEDULED ON OCTOBER 23, 2023**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Counsel to the Royal Bank of Canada
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer's Name: Susy M. Trace

Lawyer's Email: strace@millerthomson.com

File No.: 0255685.4

BOOK EIGHT OF RELEVANT PROCEEDINGS RELIED ON BY ROYAL BANK OF CANADA FOR HEARING ON OCTOBER 23, 2023

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BOOK 1

| | |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TAB 1 | Application for the appointment of a Receiver over Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. filed by Royal Bank of Canada on August 19, 2022 |
| TAB 2 | Affidavit of Jocelyn Beriault filed August 23, 2022 Exhibits A to Exhibit Y |

BOOK 2

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| TAB 2 | Affidavit of Jocelyn Beriault filed August 23, 2022 Exhibit Z |
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BOOK 3

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| TAB 2 | Affidavit of Jocelyn Beriault filed August 23, 2022 Exhibit AA |
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BOOK 4

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| TAB 2 | Affidavit of Jocelyn Beriault filed August 23, 2022 Exhibits BB to OO |
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BOOK 5

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| TAB 2 | Affidavit of Jocelyn Beriault filed August 23, 2022 Exhibits PP to RR |
| TAB 3 | Affidavit of Service of Nikki Ebbers sworn on August 30, 2022 and filed August 31, 2022 |
| TAB 4 | Supplemental Affidavit of Jocelyn Beriault filed September 9, 2022 |
| TAB 5 | Affidavit of Faissal Mouhamad sworn on August 23, 2022 |

BOOK 6

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|-------|--------------------------------------------------------------------------------------------------------|
| TAB 6 | Affidavit of Faissal Mouhamad filed on September 8, 2022 (249 pages) |
| TAB 7 | Supplemental Affidavit of Faissal Mouhamad filed on September 8, 2022 (two pages) |
| TAB 8 | Written Submissions of the Defendant Faissal Mouhamad Professional Corporation filed September 8, 2023 |

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BOOK 7

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| TAB 9 | Affidavit of Fetoun Ahmad filed on September 8, 2022 |
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BOOK 8

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| TAB 10 | Affidavit of Service of Samantha Hallett sworn on September 13, 2022 and filed on September 14, 2022 |
| TAB 11 | Receivership Order granted by Justice Mah on September 16, 2022 appointing a receiver and manager over Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., Michael Dave Management Ltd. and 52 Wellness Centre Inc. and filed September 16, 2022 (the " First Receivership Order ") |
| TAB 12 | First Report of the Interim Receiver of Faissal Mouhamad Professional Corporation, Delta Dental Corp. and 52 Dental Corporation dated September 9, 2022 and filed September 23, 2022 |
| TAB 13 | Transcript of Proceeding – September 16, 2022 |
| TAB 14 | Affidavit of Service of the First Report of the Interim Receiver, filed September 23, 2022 |
| TAB 15 | Receivership Order for 985842 Alberta Ltd. – filed September 30, 2022 |
| TAB 16 | First Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp. Michael Dave Management Corporation, 52 Dental Corporation and 52 Wellness Centre Inc. dated September 29, 2022 and filed October 31, 2022 |
| TAB 17 | Affidavit of Service of the Receivers First Report – Filed September 27, 2023 |
| TAB 18 | Transcript of Proceeding – September 29, 2022 |
| TAB 19 | Order (Advice and Direction) granted September 29, 2022 filed September 30, 2022 |
| TAB 20 | Application (Approval of Sales Process, Contempt, Sealing, Approval of Fees and Activities) returnable on November 4, 2022 and filed October 31, 2022 |
| TAB 21 | Affidavit of Service of Clarice Schek of the First Receivership Order sworn on October 6, 2022 and filed October 26, 2022. |

BOOK 9

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| TAB 22 | Second Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp. Michael Dave Management |
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| | Corporation, 52 Dental Corporation and 52 Wellness Centre Inc. and 985842 Alberta Ltd. dated October 28, 2022 and filed October 31, 2022 |
| TAB 23 | Affidavit of Service of Application and Second Report of the Receiver, filed November 3, 2022 |
| TAB 24 | Third Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp. Michael Dave Management Corporation, 52 Dental Corporation and 52 Wellness Centre Inc. and 985842 Alberta Ltd. dated January 3, 2022 and filed January 16, 2023 |

BOOK 10

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| TAB 25 | Supplement to the Third Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp. Michael Dave Management Corporation, 52 Dental Corporation and 52 Wellness Centre Inc. and 985842 Alberta Ltd. dated January 10, 2023 and filed January 16, 2023 |
| TAB 26 | Second Confidential Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 985842 Alberta Ltd. dated January 3, 2023 to Schedule 6 |

BOOK 11

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| TAB 26 | Second Confidential Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 985842 Alberta Ltd. dated January 3, 2023 From Schedule 7 |
| TAB 27 | Transcript of Proceeding – January 11, 2023 |
| TAB 28 | Approval and Vesting Order – Delta Dental Corp. Assets – granted by Justice Mah January 11, 2023 and filed January 31, 2023 |
| TAB 29 | Approval and Vesting Order – 52 Dental Corporation Assets – granted by Justice Mah January 11, 2023 and filed January 31, 2023 |
| TAB 30 | Claims Procedure Order granted by Justice Mah February 14, 2023 |
| TAB 31 | Sixth Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 985842 Alberta Ltd. dated February 28, 2023 |
| TAB 32 | Proof of Claim of Royal Bank of Canada in respect of Faissal Mouhamad Professional Corporation dated April 6, 2023 |

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| TAB 33 | Proof of Claim of Royal Bank of Canada in respect of Delta Dental Corp. dated April 6, 2023 |
| TAB 34 | Proof of Claim of Royal Bank of Canada in respect of 52 Dental Corporation dated April 6, 2023 |
| TAB 35 | Proof of Claim of Royal Bank of Canada in respect of Michael Dave Management Ltd. dated April 6, 2023 |

BOOK 12

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| TAB 36 | Affidavit of Jocelyn Beriault sworn April 6, 2023 in support of Royal Bank of Canada Proof of Claims Exhibits A to Exhibit Z |
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BOOK 13

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| TAB 36 | Affidavit of Jocelyn Beriault sworn April 6, 2023 in support of Royal Bank of Canada Proof of Claims from Exhibit AA |
| TAB 37 | Revised Proof of Claim of CWB National Leasing Inc. in respect of Faissal Mouhamad Professional Corporation dated March 24, 2023 |

BOOK 14

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| TAB 38 | Affidavit of Emmanuel Tiku in support of Proof of Claim Submitted on Behalf of CWB National Leasing Inc. sworn April 12, 2023 |
| TAB 39 | Proof of Claim of Jovica Property Management Ltd., Solar Star Holdings Inc. & 1245233 Alberta Ltd. in respect of Michael Dave Management Ltd. dated April 10, 2023 (including Affidavit of Ellis Jovica sworn on April 10, 2023) |
| TAB 40 | Proof of Claim of Jovica Property Management Ltd., Solar Star Holdings Inc. & 1245233 Alberta Ltd. in respect of Michael Dave Management Ltd. dated April 10, 2023 (including an Affidavit of Ellis Jovica sworn on April 10, 2023) |
| TAB 41 | Proof of Claim submitted by Patterson Dental Canada Inc. in respect of 52 Dental Corporation on April 6, 2023 |
| TAB 42 | Affidavit of Claude Roberge affirmed on April 6, 2023 in support of Proof of Claim submitted by Patterson Dental Canada Inc. |

BOOK 15

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| TAB 43 | Additional documents submitted by Patterson Dental Canada Inc. in the Claims Process |
| TAB 44 | Seventh Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 985842 Alberta Ltd. dated May 1, 2023 and filed May 2, 2023 |
| TAB 45 | Order Approving Receiver's Activities and Consolidation of the estates of Faissal Mouhamad Professional Corporation and Delta Dental Corp. granted by Justice Lema on May 8, 2023 and filed May 10, 2023 |
| TAB 46 | Eight Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 985842 Alberta Ltd. dated June 5, 2023 and filed June 5, 2023 |
| TAB 47 | Scheduling Order granted by Justice Little on June 13, 2023 and filed June 19, 2023 |
| TAB 48 | Ninth Report of the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 985842 Alberta Ltd. dated July 10, 2023 and filed July 11, 2023 |

TAB 10

Clerk's stamp:

COURT FILE NUMBER

2203 12557

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

FAISSAL MOUHAMAD
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 OF SERVICE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Barristers and Solicitors
2700 Commerce Place
10155 - 102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer's Name: Susy Trace
Lawyer's Email: strace@millerthomson.com
File No.: 0255685.0004

AFFIDAVIT OF SAMANTHA HALLETT

Sworn on September 13, 2022

I, Samantha Hallett, of the Hamlet of Sherwood Park, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am employed as a legal assistant at the law firm of Miller Thomson LLP, Solicitors for the Plaintiff, Royal Bank of Canada, herein, and as such I have personal knowledge of the facts and matters herein deposed, except where stated to be based upon information and belief, and where so stated, I verily believe the same to be true.
2. On September 9, 2022, the following materials:
 - (a) Letter to Justice Mah, dated September 9, 2022;
 - (b) Amended Application for the Appointment of a Receiver or a Receiver and Manager over Faissal Mouhamad Professional Corporation, Delta Dental Corp. and 52 Dental Corporation, returnable September 14, 2022;

- (c) Supplemental Affidavit of Jocelyn Beriault, sworn September 9, 2022;
- (d) Proposed Receivership Order; and
- (e) Comparison to the template Receivership Order.

(the “**Supplemental Application Materials**”)


were sent for service upon the parties listed on the Service List (“**Service List**”) attached hereto and marked as **Exhibit “A”** to this my Affidavit, in the manners as described in the paragraphs below.


2. Attached hereto and marked as **Exhibit “B”** to this my Affidavit is a copy of the covering letter of Susy Trace of Miller Thomson LLP.
3. On September 9, 2022, I did cause the Supplemental Application Materials to be sent for service upon the following parties, by way of email:
 - (a) Faissal Mouhamad Professional Corporation, Mclvor Developments Ltd., 985842 Alberta Ltd., 52 Wellness Centre Inc., Paradise Mclvor Developments Ltd., Michael Dave Management Ltd., and Faissal Mouhamad, by way of email to their counsel, Matthew R. Park of Warren Sinclair LLP;
 - (b) MNP LLP. by way of email to their counsel, Vanessa Allen, Adam C. Maerov and Kourtney Rylands, of McMillan LLP;
 - (c) Fetoun Ahmad also known as Fetoun Ahmed, Delta Dental Corp., and 52 Dental Corporation, by way of email to their counsel, Carli Sylvestre of Cody & Company Law Office;
 - (d) College of Dental Surgeons of Alberta;
 - (e) The Bank of Nova Scotia;
 - (f) 1193770 Alberta Ltd.;
 - (g) Patterson Dental Canada, Inc.;
 - (h) Nissan Canada Inc.;
 - (i) Mahmoud Husen Mohamad by way of email to his counsel, Brad Findelater of Wilson Laycraft; and
 - (j) Mohamad Mohamad.
4. Attached hereto and marked as **Exhibit “C”** to this my Affidavit is a copy of the email sent by me in this regard.
5. On September 9, 2022, I did cause the Supplemental Application Materials to be sent for service upon the following parties by way of courier:

- (a) CWB National Leasing Inc.
- (b) Jovica Property Management Ltd.;
- (c) 1105550 Alberta Inc.;
- (d) 1245233 Alberta Inc.;
- (e) Solar Star Holdings Inc.;
- (f) ATB Financial; and
- (g) Bank of Montreal.

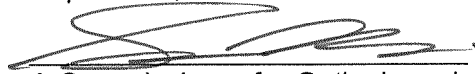
- 6. Attached hereto and collectively marked as **Exhibit "D"** to this my Affidavit are copies of the courier waybills evidencing delivery.
- 7. On September 9, 2022, I did cause the Supplemental Application Materials to be sent for service upon the Canada Revenue Agency, by way of facsimile.
- 8. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a copy of the fax confirmation sheet.

SWORN before me at the City of)
 Edmonton, in the Province of Alberta, this)
13 day of September, 2022.)


 _____)
 A COMMISSIONER FOR OATHS)
 in and for the Province of Alberta)
 Spencer D. Norris)
 Barrister and Solicitor)


 _____)
 Samantha Hallett)

This is **Exhibit "A"** referred to in the Affidavit of Samantha Hallett sworn before me this 13 day of September, 2022.

A handwritten signature in black ink, appearing to read 'Spencer D. Norris', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Spencer D. Norris
Barrister and Solicitor

Service List

ROYAL BANK OF CANADA

v.

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

QB Action No. 2203 12557

| Party | Counsel | Address | Delivery |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Royal Bank of Canada | Miller Thomson LLP | 2700, 10155 102 Street Edmonton, AB T5J 4G8 Attention: Susy Trace | Email: strace@millerthomson.com and msiry@millerthomson.com |
| FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD., and FAISSAL MOUHAMAD | Warren Sinclair LLP | #600, 4911 - 51 Street, Red Deer, AB, T4N 6V4 Attention: Matthew R. Park | Via Email: MPark@warrensincclair.com |
| MNP LLP | McMillan LLP | TD Canada Trust Tower, Suite 1700 421 7th Avenue S.W. Calgary, Alberta Canada T2P 4K9 Attention Vanessa Allen, Adam C. Maerov and Kourtney Rylands | Via email: adam.maerov@mcmillan.ca, kourtney.rylands@mcmillan.ca, and Vanessa.Allen@mnp.ca |

| Party | Counsel | Address | Delivery |
|-------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FETOUN AHMAD also known as FETOUN AHMED | Cody & Company Law Office | 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9 Attention: Carli Sylvestre | Via Email: carli@codylaw.ca and Christina@codylaw.ca |
| DELTA DENTAL CORP | Cody & Company Law Office | 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9 Attention: Carli Sylvestre | Via Email: carli@codylaw.ca and Christina@codylaw.ca |
| 52 DENTAL CORPORATION | Cody & Company Law Office | 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9 Attention: Carli Sylvestre | Via Email: carli@codylaw.ca and Christina@codylaw.ca |
| College of Dental Surgeons of Alberta (formerly the Alberta Dental Association and College) | | College of Dental Surgeons of Alberta Suite 402, 7609 – 109 Street NW Edmonton, Alberta T6G 1C3 Attention: Colleen Wetter | Via email: reception@cdsab.ca Via email (Attention: Colleen Wetter): complaintsdirector@adaandc.com |
| Canada Revenue Agency | | Surrey National Verification and Collection Centre 9755 King George Blvd Surrey, BC V3T 5E1 | Fax: 866-219-0311 |
| The Bank of Nova Scotia | | 4715 Tahoe Blvd. Mississauga, ON L4W 0B4 | Via Email: bsc@scotiabank.com |

| Party | Counsel | Address | Delivery |
|---------------------------------|---------|--------------------------------------------------|-------------------------------------------|
| THE BANK OF NOVA SCOTIA | | 10 WRIGHT BOULEVARD STRATFORD, ON N5A7X9 | Via email: collateral.guard@teranet.ca |
| CWB National Leasing Inc. | | 1525 Buffalo Place Winnipeg, MB R3T 1L9 | Via Courier |
| JOVICA PROPERTY MANAGEMENT LTD. | | C/O 500, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |
| 1105550 ALBERTA INC. | | C/O 500, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |
| 1245233 ALBERTA INC. | | C/O 500, 707 - 7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |
| SOLAR STAR HOLDINGS INC. | | C/O 500, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |

| Party | Counsel | Address | Delivery |
|-------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------|
| ATB FINANCIAL | | 3699 - 63 AVENUE N.E. CALGARY, AB T3J 0G7 | Via Courier |
| BANK OF MONTREAL/BANQUE DE MONTREAL | | 2ND FLOOR, 234 SIMCOE ST. TORONTO, ON M5T 1T4 | Via Courier |
| 1193770 ALBERTA LTD. | | C/O 500, 707 - 7TH AVENUE S.W., CALGARY, AB T2P 3H6 | Via Email: dhendrix@hendrixlaw.ca |
| PATTERSON DENTAL CANADA, INC. | | 1205 BLVD HENRI- BOURASSA WEST MONTREAL, QC H3M 3E6 | Via email: absecparties@avssystems.ca |
| NISSAN CANADA INC. | | 5290 ORBITOR DRIVE MISSISSAUGA, ON L4W 4Z5 | Via email: absecparties@avssystems.ca |
| Mahmoud Husen Mohamad | Wilson Laycraft | Suite 650, 211 - 11th Ave SW Calgary, AB T2R 0C6 Attention: Brad Findlater | Via Email: bfindlater@wilcraft.com |

| Party | Counsel | Address | Delivery |
|-----------------|---------|---------|-----------------------------------------------|
| Mohamad Mohamad | | | Via Email: mmohamad@mcivordevelopments.com |

Via email: strace@millerthomson.com; msiry@millerthomson.com; MPark@warrensinclair.com; adam.maerov@mcmillan.ca; kourtney.rylands@mcmillan.ca; Vanessa.Allen@mnp.ca; reception@cdsab.ca; complaintsdirector@adaandc.com; bsc@scotiabank.com; collateral.guard@teranet.ca; dhendrix@hendrixlaw.ca; absecparties@avssystems.ca; bfindlater@wilcraft.com; mmohamad@mcivordevelopments.com; carli@codylaw.ca; Christina@codylaw.ca; 18662190311@efaxds.com;

This is **Exhibit "B"** referred to in the Affidavit of Samantha Hallett sworn before me this 13 day of September, 2022.

A handwritten signature in black ink, appearing to read 'S. Norris', written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Spencer D. Norris
Barrister and Solicitor



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
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CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

September 9, 2022

Private and Confidential

DELIVERED AS PER THE SERVICE LIST

Susy Trace

Direct Line: 1 780.429.9713

strace@millerthomson.com

File no.: 0255685.0004

Attention: The Attached Service List

Dear Sir/ Madam:

**Re: Royal Bank of Canada ("RBC") v. Faissal Mouhamad Professional Corporation, et al (the "Defendants")
Court of King's Bench Action No. 2203 12557 (the "Action")
Application to be Heard September 14, 2022 at 2:00 p.m. (the "Application")**

As you may be aware, we are counsel for RBC respecting the matters raised in the Action.

Further to our letters dated August 19, 2022 and September 6, 2022, copies of which are enclosed for your ease of reference, we enclose herewith for service upon each of the parties noted on the attached service list, a copy of the following documents in support of the above-captioned Application:

1. Letter to Justice Mah, dated September 9, 2022;
 2. Amended Application for the Appointment of a Receiver or a Receiver and Manager over Faissal Mouhamad Professional Corporation, Delta Dental Corp. 52 Dental Corporation, 985842 Alberta Ltd., 52 Wellness Centre Inc. and Michael Dave Management Ltd.;
 3. Supplemental Affidavit of Jocelyn Beriault, sworn on September 9, 2022;
 4. Proposed Receivership Order; and
 5. Comparison to the template Receivership Order;
- (collectively the "**Supplemental Application Materials**").

Please note that the Supplemental Application Materials are concurrently being sent for filing with the Court. Should you wish to receive a copy of the filed Application Materials, kindly contact my Assistant, Samantha at shallett@millerthomson.com.

The Application will be heard in Commercial Chambers virtually via Webex. Instructions on how to attend the Application are below.

Instructions to attend the Application are below:

Virtual Courtroom 86 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom86>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

5. Please connect to the courtroom 15 minutes prior to the start of the hearing.
6. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
7. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
8. **Note: Recording or rebroadcasting of the video is prohibited.**
9. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, you must complete the undertaking located here:

<https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

For more information relating to Webex protocols and procedures, please visit: <https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the "Cisco Webex Meetings" App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

Thank you and please contact the writer with any questions or concerns.

Yours truly,

MILLER THOMSON LLP

Per: 

Susy Trace
/sh



Enclosures

This is **Exhibit "C"** referred to in
the Affidavit of Samantha Hallett
sworn before me this 13 day of
September, 2022.



A Commissioner for Oaths in and
for the Province of Alberta

Spencer D. Norris
Barrister and Solicitor

Hallett, Samantha

From: Hallett, Samantha <shallett@millertomson.com>
Sent: Friday, September 9, 2022 3:52 PM
To: 'MPark@warrensinclair.com'; 'adam.maerov@mcmillan.ca';
'kourtney.rylands@mcmillan.ca'; 'Vanessa.Allen@mdp.ca'; 'carli@codylaw.ca';
'Christina@codylaw.ca'; 'reception@cdsab.ca'; 'complaintsdirector@adaandc.com';
'bsc@scotiabank.com'; 'collateral.guard@teranet.ca'; 'dhendrix@hendrixlaw.ca';
'absecparties@avssystems.ca'; 'bfindlater@wilcraft.com';
'mmohamad@mcivordevelopments.com'
Cc: Trace, Susy
Subject: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al [MTDMS-Legal.FID11500664]
Attachments: 64798645_1_2022 09 09 - Letter to Service List serving Amended Application and Affidavit .PDF; 64703720_1_Service List .PDF; 64798623_1_2022 09 09 - Letter to Commercial Court Coordinator serving Amended Application .PDF; 64800026_1_2203 12557-FILED-2022-09-09-AMENDED APPLICATION .PDF; 64798647_1_2203 12557-FILED-2022-09-09-SUPPLEMENTAL AFFIDAVIT .PDF; 64800036_1_Form of Receivership Order.PDF; 64799856_1_Blackline Receivership Order.PDF

Greetings,

Please find attached correspondence from Susy Trace with respect to the above-captioned matter.

Thank you,

SAMANTHA HALLETT

Legal Assistant

Miller Thomson LLP

Services provided through Miltom Management LP
2700 Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4G8

Direct Line: +1 780.429.9477

Fax: +1 780.424.5866

Email: shallett@millertomson.com

millertomson.com



MILLER THOMSON
AVOCATS | LAWYERS

Please consider the environment before printing this email.

This is **Exhibit "D"** referred to in
the Affidavit of Samantha Hallett
sworn before me this 13 day of
September, 2022.



A Commissioner for Oaths in and
for the Province of Alberta

Spencer D. Norris
Barrister and Solicitor



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Get started

Shipment: 333720166938



Delivery Date

Tue. Sept. 13, 2022 9:27 a.m.

Last updated
Tue. Sept. 13, 2022

| | | | | |
|-------------|---------------------------------|---------------|------------------------|----------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Pack | Receiver's Signature |
| Destination | 250 YONGE ST TORONTO, ON | Est. Weight | 1 lb | <i>massimo</i> |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 12, 2022 | |

Received By: massimo

History

| Date | City | Description |
|----------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------|
| Tue. Sept. 13, 2022 - 9:27 a.m. | TORONTO CENTRAL, ON | Shipment delivered to massimo at: MAILROOM of BANK OF MONTREAL 250 YONGE ST, FLOOR: 1, M5B2L7 |
| Tue. Sept. 13, 2022 - 9:11 a.m. | TORONTO CENTRAL, ON | On vehicle for delivery |
| Tue. Sept. 13, 2022 - 7:25 a.m. | TORONTO (WEST/OUEST), ON | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 5:56 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 3:50 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |
| Mon. Sept. 12, 2022 - 11:53 a.m. | Purolator | Shipping label created with reference(s): 255685.4.3903, ST.SHallett |





Avoid missed deliveries.
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Get started

Shipment: 333720174445



In Transit

Estimated Delivery Date
Tue. Sept. 13, 2022

Last updated
Tue. Sept. 13, 2022

| | | | |
|-------------|---------------------------------|---------------|------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Pack |
| Destination | 3699 63 AVE NE CALGARY, AB | Est. Weight | 1 lb |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 12, 2022 |

History

| Date | City | Description |
|----------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------|
| Tue. Sept. 13, 2022 - 8:56 a.m. | CALGARY, AB | Shipment delivered to Vanessa Macario at: MAILROOM of ATB FINANCIAL, ATB FINANCIAL 3699 63 AVE NE, T3J0G7 |
| Tue. Sept. 13, 2022 - 8:16 a.m. | CALGARY, AB | On vehicle for delivery |
| Tue. Sept. 13, 2022 - 5:06 a.m. | CALGARY, AB | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 5:57 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 3:50 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |
| Mon. Sept. 12, 2022 - 11:55 a.m. | Purolator | Shipping label created with reference(s): 255685.4.3903, ST.SHallett |





Avoid missed deliveries.
Track your package with SMS notifications.

Get started


Shipment: 333720239024



Delivery Date

Tue. Sept. 13, 2022 8:23 a.m.

Last updated
Tue. Sept. 13, 2022

| | | | | |
|-------------|---------------------------------|---------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Pack | Receiver's Signature  Received By: rhonda |
| Destination | 1525 BUFFALO PL WINNIPEG, MB | Est. Weight | 1 lb | |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 12, 2022 | |

History

| Date | City | Description |
|----------------------------------|---------------------------|---------------------------------------------------------------------------------------|
| Tue. Sept. 13, 2022 - 8:23 a.m. | WINNIPEG, MB | Shipment delivered to rhonda at: RECEPTION of LOLA HUTTON 1525 BUFFALO PL, R3T1L9 |
| Tue. Sept. 13, 2022 - 7:55 a.m. | WINNIPEG, MB | On vehicle for delivery |
| Tue. Sept. 13, 2022 - 6:40 a.m. | WINNIPEG, MB | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 5:57 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 3:50 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |
| Mon. Sept. 12, 2022 - 12:10 p.m. | Purolator | Shipping label created with reference(s): 255685.4.3903, ST.SHallett |





Avoid missed deliveries.
Track your package with SMS notifications.

Get started


Shipment: 333720181069



Delivery Date

Tue. Sept. 13, 2022 11:31 a.m.

Last updated
Tue. Sept. 13, 2022

| | | | | |
|-------------|---------------------------------|---------------|------------------------|-------------------------------------------------------------------------------------------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Pack | Receiver's Signature  |
| Destination | 707 7 AVE SW CALGARY, AB | Est. Weight | 1 lb | |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 12, 2022 | |

Received By: Hana

History

| Date | City | Description |
|----------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------|
| Tue. Sept. 13, 2022 - 11:31 a.m. | CALGARY, AB | Shipment delivered to Hana at: RECEPTION of DENISE M. HENDRIX PROFESSIONAL 707 7 AVE SW, SUITE: 5, T2P3H6 |
| Tue. Sept. 13, 2022 - 7:50 a.m. | CALGARY, AB | On vehicle for delivery |
| Tue. Sept. 13, 2022 - 3:28 a.m. | CALGARY, AB | Arrived at sort facility |
| Tue. Sept. 13, 2022 - 2:54 a.m. | CALGARY, AB | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 5:57 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 3:50 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |
| Mon. Sept. 12, 2022 - 11:56 a.m. | Purolator | Shipping label created with reference(s): 255685.4.3903, ST.SHallett |





Avoid missed deliveries.
Track your package with SMS notifications.

Get started


Shipment: 333720229256



Delivery Date

Tue. Sept. 13, 2022 11:31 a.m.

Last updated
Tue. Sept. 13, 2022


| | | | | |
|-------------|---------------------------------|---------------|------------------------|-------------------------------------------------------------------------------------------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Pack | Receiver's Signature  |
| Destination | 707 7 AVE SW CALGARY, AB | Est. Weight | 1 lb | |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 12, 2022 | |
| | | | | Received By: Hana |

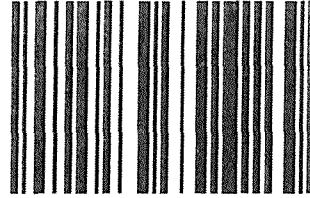
History

| Date | City | Description |
|----------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------|
| Tue. Sept. 13, 2022 - 11:31 a.m. | CALGARY, AB | Shipment delivered to Hana at: RECEPTION of DENISE M. HENDRIX PROFESSIONAL 707 7 AVE SW, SUITE: 5, T2P3H6 |
| Tue. Sept. 13, 2022 - 7:50 a.m. | CALGARY, AB | On vehicle for delivery |
| Tue. Sept. 13, 2022 - 3:25 a.m. | CALGARY, AB | Arrived at sort facility |
| Tue. Sept. 13, 2022 - 3:14 a.m. | CALGARY, AB | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 5:57 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 12, 2022 - 3:50 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |
| Mon. Sept. 12, 2022 - 12:08 p.m. | Purolator | Shipping label created with reference(s): 255685.4.3903, ST.SHallett |



DIRECT·IT GROUP **COURIER**

 Reprint label

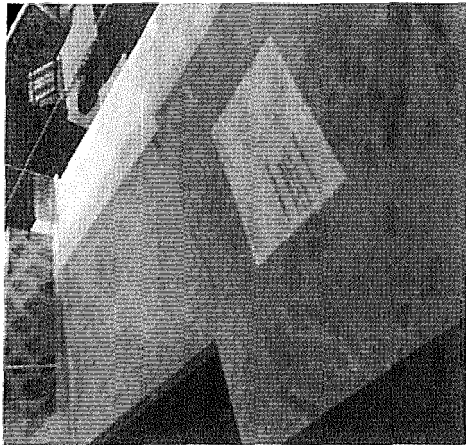


13695447

#13695447

| | |
|------------------------------|--------------------------------------------|
| Status | Verified |
| Location | Delivered |
| Billing Reference # | 0255685.0004/S.hallet |
| Your Name & Phone | Iris |
| Call In | 2022-09-13 15:24:47 Mountain Standard Time |
| Due by | 2022-09-13 15:39:47 Mountain Standard Time |
| Delivered | 2022-09-13 15:33:12 Mountain Standard Time |
| Service Minutes | 15 |
| Rate (Before Tax) | \$16.11 |
| Proof of Delivery | Hannah |
| Signature | Trip Delivered |

No Live Tracking Available



TrackingNo TR3451913695447 [Copy into Clipboard](#)
<https://ship.directx.ca/#/TrackNo/TR3451913695447>

From MILLER THOMSON
From Address 2900,700 9 Ave,SW, Calgary, AB, Ca

To 1245233 ALBERTA INC
To Address 505,500, 707 7 Avenue,SW, Calgary, AB,CA

Pieces 1

Weight 1 lbs

Service Type C


Instructions

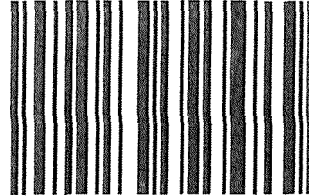
Third party Tracking

| | | | |
|----------------|-----------------------------|-----------------------------|-----------------------------------|
| Created | Accepted | Picked Up | Delivered |
| 09-13 15:24 | by driver 846 @ 09-13 15:25 | by driver 846 @ 09-13 15:29 | signed by "Hannah " @ 09-13 15:33 |

PH: (403)-264-6666 - csr@directitgroup.ca (<mailto:csr@directitgroup.ca>)

DIRECT·IT GROUP **COURIER**

 Reprint label

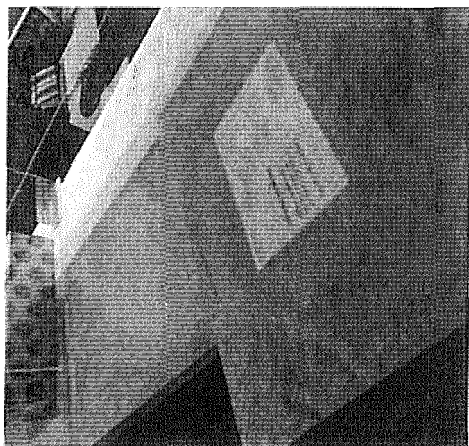


13695445

#13695445

| | |
|------------------------------|--------------------------------------------|
| Status | Verified |
| Location | Delivered |
| Billing Reference # | 0255685.0004/S.hallet |
| Your Name & Phone | Iris |
| Call In | 2022-09-13 15:23:57 Mountain Standard Time |
| Due by | 2022-09-13 15:38:57 Mountain Standard Time |
| Delivered | 2022-09-13 15:33:12 Mountain Standard Time |
| Service Minutes | 15 |
| Rate (Before Tax) | \$16.11 |
| Proof of Delivery | Hannah |
| Signature | Trip Delivered |

No Live Tracking Available



TrackingNo TR0951913695445 [Copy into Clipboard](#)
<https://ship.directx.ca/#/TrackNo/TR0951913695445>

From MILLER THOMSON

From Address 2900,700 9 Ave,SW, Calgary, AB, Ca

To 1105550 Alberta Inc.

To Address 505,500, 707-7 AVENUE S.W.,SW, Calgary, AB,CA

Pieces 1

Weight 1 lbs

Service Type C

Instructions

Third party Tracking

Created

09-13 15:24

Accepted

by driver 846 @ 09-13 15:24

Picked Up

by driver 846 @ 09-13 15:29

Delivered

signed by "Hannah " @ 09-13 15:33

PH: (403)-264-6666 - csr@directitgroup.ca (<mailto:csr@directitgroup.ca>)

This is **Exhibit "E"** referred to in
the Affidavit of Samantha Hallett
sworn before me this 13 day of
September, 2022.



A Commissioner for Oaths in and
for the Province of Alberta
Spencer D. Norris
Barrister and Solicitor

Hallett, Samantha

From: send@mail.efax.com
Sent: Friday, September 9, 2022 6:09 PM
To: Hallett, Samantha
Subject: **[**EXT**]** Re: Fax to Service List [MTDMS-Legal.FID11500664]. Successful transmission to 18662190311. / Objet : Fax to Service List [MTDMS-Legal.FID11500664]. Transmission réussie au 18662190311.



The 120 page fax sent to 18662190311 was successfully transmitted at 2022-09-10 00:09:21 UTC

The length of transmission was 8015 seconds.

Fax id: Fax Server

=====

La télécopie de 120 pages envoyée au 18662190311 a été transmise avec succès le 2022-09-10 00:09:21 UTC

La durée de la transmission était de 8015 secondes.

Numéro d'identification de la télécopie : Fax Server



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[EXTERNAL EMAIL / COURRIEL EXTERNE]

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Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

TAB 11

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Sep 16, 2022

Clerk's stamp:

COURT FILE NUMBER

2203 12557

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

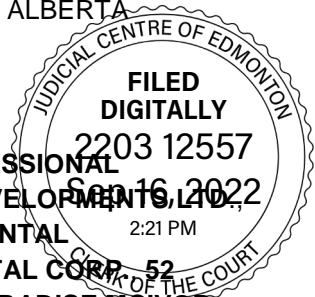
EDMONTON

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANT

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
RECEIVERSHIP ORDER



DOCUMENT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP

Barristers and Solicitors

2700, Commerce Place

10155-102 Street

Edmonton, AB, Canada T5J 4G8

Phone: 780.429.1751

Fax: 780.424.5866

Lawyer's

Name: Susy M. Trace

Lawyer's

Email: strace@millerthomson.com

File No.: 0255685.0004

DATE ON WHICH ORDER WAS PRONOUNCED:

September 16, 2022

LOCATION WHERE ORDER WAS PRONOUNCED:

Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

D. Mah

UPON the application of Royal Bank of Canada ("**RBC**") in respect of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., Michael Dave Management Ltd. and 52 Wellness Centre Inc. (collectively, "the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of Jocelyn Beriault sworn August 19, 2022, the Supplemental Affidavit of Jocelyn Beriault sworn September 9, 2022, the Affidavit of Faissal Mouhamad SWORN August 23, 2022, the Affidavit of Faissal Mouhamad sworn September 8, 2022 and the Supplemental Affidavit of Faissal Mouhamad sworn September 8, 2022, the Brief of Law of RBC, filed, the Brief of Law of Fetoun Ahmad, 52 Dental Corporation, and Delta Dental Corp., filed, the written submissions of Faissal Mouhamad Profession Corporation, filed, the Response Affidavit of Mahmoud Mohamad, sworn September 8, 2022, the first report to the court of MNP Ltd. in its

capacity as interim receiver over the property, assets and undertaking of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp. and the Affidavit of Service Nikki Ebbers, filed; **AND UPON** reading the consent of MNP Ltd., to act as receiver and manager ("**Receiver**") of the Debtors, to be filed; **AND UPON** hearing counsel for RBC; **AND UPON** hearing counsel for the Defendants and any other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**") section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, and section 65 of the *Personal Property Security Act*, R.S.A. 2000, c P-7, MNP Ltd. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - a) to take possession of and exercise control over the Property, without limitation including any patient lists, patient files and/or other records (collectively, "**Patient Records**"), and any and all proceeds, receipts and disbursements arising out of or from the Property, provided however, that the Receiver shall not take possession and shall not be deemed to be in possession of any drugs, medications or other controlled substances ("**Controlled Substances**");
 - b) to abandon, dispose of, transfer or otherwise release any interest in any of the Debtors' personal or real property, including to transfer the Patient Records to a Custodian (as defined below), in accordance with this Order;
 - c) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - d) to engage one or more duly licensed and qualified individuals to take possession of any Controlled Substances of the Debtors or located at the Debtors' premises and to manage, operate and carry on the business of the Debtors, including the powers to enter into any

agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- e) to engage dentists, dental hygienists, dental assistants, dental specialists, technicians, consultants, appraisers, agents, experts, auditors, accountants, IT or forensic consultants, managers, legal counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- f) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- h) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- l) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- m) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000;
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

provided, however, that any sale of a Patient Record will only be made to a member in good standing of the Alberta Dental Association and College, unless otherwise approved

by this Court, and in the case of any sale notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required;

- n) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- o) to conduct examinations, under oath of any person with knowledge of the affairs of the Debtors, if deemed necessary by the Receiver in its sole discretion;
- p) to report to, meet with and discuss with such affected Persons (as defined below), including the Plaintiff, as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- q) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;
- r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- s) to contact, make necessary inquiries and obtain information pertaining to the Debtors from the Alberta Dental Association and College ("College"), the Alberta Ministry of Health and any of the Debtors past or present insurers;
- t) to assign the Debtors or any of them into bankruptcy;
- u) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- v) to retain for the unexpired term, assign, surrender, renegotiate, or terminate any lease or agreement related to the Property;
- w) to collect the rents, profits and other receipts arising from the Property or any part thereof;
- x) to exercise any shareholder, partnership, joint venture or other rights which any Debtors may have; and
- y) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, including, without limitation, Faissal Mouhamad and Fetoun Ahmad, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including the College, the Alberta Ministry of Health, and any past or present insurers of the Debtors (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request. Each of Dr. Faissal Mouhamad and Fetoun Ahmad, also known as Fetoun Ahmed, shall, to the fullest extent possible, cooperate with and assist the Receiver in relation to allowing the Receiver access to all Patient Records and, in relation thereto, shall give such consents, access numbers, passwords and PIN numbers as may be required to access any electronic or other information system in which Patient Records are housed or recorded. Further, each of Dr. Faissal Mouhamad or Dr. Ghalib Hadi, are hereby ordered to take steps to secure all Controlled Substances of the Debtors and any Controlled Substances located at the Debtors' premises and remain in possession of same in accordance with applicable law unless or until such time as one or more duly licensed and qualified individuals is engaged in respect of the Debtors in accordance with this Order to secure and take control of the Controlled Substances..
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver

may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. In respect of Patient Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of confidential information; (ii) if necessary, appoint one or more dentists licensed and qualified to practice in the Province of Alberta to act as a custodian ("**Custodian**", as defined in the *Alberta Health Information Act*) for the Patient Records; (iii) not allow anyone other than the Receiver, the Custodian or the individual whose information is the subject of the Patient Record to have access to the Patient Records; and (iv) allow the Debtors supervised access to the Patient Records for any purposes required pursuant to the *Alberta Health Professions Act* or other governing provincial or federal legislation, for the Debtors to adhere to applicable legal obligations.
8. Without the prior written consent of the Receiver, the Debtors are restrained from entering any of the Debtors' premises or in any way dealing with the Property, and from soliciting or contacting existing patients of the Debtors' dental practices, except as is required to comply with their duties as a licensed dentist and the requirements of this Order.
9. Without limitation, to the extent that Faisal Mouhamad or Fetoun Ahmad or any of them, have any Records in their personal possession, such Records shall not be destroyed, altered, deleted, or modified in any manner whatsoever by any Person and shall be preserved by the person in possession or control of such Records. Each of the aforementioned persons shall immediately deliver up any and all Records in each of their possession or control upon the request of the Receiver.

NO PROCEEDINGS AGAINST THE RECEIVER

10. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court. To the extent the Receiver is in possession or control of Patient Records, the Receiver will establish a process for the Receiver and the Custodian to respond to patient requests for copies of Patient Records, in accordance with the provisions of the *Alberta Health Information Act*.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

11. No Proceeding against or in respect of any Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of any Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 10; and (ii) affect a Regulatory Body's investigation in respect of any Debtor or an action, suit or proceeding that is taken in respect of any Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

12. All rights and remedies of any Person, whether judicial or extra judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver, or affecting the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Receiver or leave of this Court, provided, however, that this stay and suspension does not apply in respect of any “eligible financial contract” (as defined in the BIA), and further provided that nothing in this Order shall:
- a) empower the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on;
 - b) prevent the filing of any registration to preserve or perfect a security interest;
 - c) prevent the registration of a claim for lien; or
 - d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
13. Nothing in this Order shall prevent any party from taking an action against the Debtors where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

14. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

15. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with any Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtors’ respective current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that

the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

16. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

17. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on any Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 (“**WEPPA**”).
18. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

HEALTH INFORMATION ACT (ALBERTA)

19. In accordance with the *Health Information Act*, RSA 2000 c H-5 (“**HIA**”), the Receiver shall only disclose personal health information to the Custodian and prospective bidders or purchasers who are potential successors to one or more dental practices of the Debtors (each a “**Practice**”) as Custodians for the purposes of allowing potential successors to assess and evaluate the operations of the Practices. Each potential successor to whom such personal health information is disclosed will be required in advance to review and sign an acknowledgment of this Order indicating that Person agrees to keep the personal health information confidential and secure and not retain of the information longer than is necessary for the purposes of assessment or evaluation, and if such

potential successor does not complete a Sale, that Person will return all such information to the Receiver or destroy such information. The within acknowledgement shall be deemed to be an agreement between the Receiver and any potential successor to do all things required of such potential successor pursuant to the HIA and regulations thereunder.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- i. before the Receiver's appointment; or
 - ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

- 21. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

- 22. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
- 23. The Receiver and its legal counsel shall pass their accounts from time to time.
- 24. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

- 25. The Receiver is at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
- 26. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

27. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
28. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
29. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

30. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

31. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
32. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
33. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
34. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
35. The Receiver is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
36. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor client full

indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

37. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

WEBSITE

38. The Receiver shall establish and maintain a website in respect of these proceedings, as determined by the receiver (the "**Receiver's Website**") and shall post there as soon as practicable:

- a) all materials prescribed by statute or regulation to be made publically available; and
- b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

39. Subject to paragraph 41 of this Order, 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 or otherwise served with notice of 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; and
- b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

40. Subject to paragraph 41 of this Order, 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.

41. Upon any representative(s) of the Receiver attending at any premises of any of the Debtor, a representative of the Receiver shall provide to any senior management employee or representative of the Debtor (as determined in the discretion of the Receiver) a true unfiled copy of this Receivership Order endorsed by the Justice of the Court granting this Order, and service in this manner shall be deemed to be good and sufficient service of the Receivership Order on the Debtor.

42. Upon service of this Order as provided for in this Order, the Debtors shall grant to the Receiver, and any of its employee, agents, or representatives full unrestricted, unobstructed, and unfettered access to the property, the Business and the Records in accordance with this Order, and none of the Debtors, nor any of their shareholders, current or previous directors, officers, employees, or

anyone else acting on behalf of any of the Debtor shall interfere with, obstruct, deny access to, or otherwise impede the Receiver or its employees, agents or representatives, from lawfully carrying out any provision of this Order.



Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT _____

1. THIS IS TO CERTIFY that MNP Ltd., receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., 985842 Alberta Ltd., Michael Dave Management Ltd., and 52 Wellness Centre Inc., appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the ____ day of September, 2022 (the "**Order**") made in action number 2203 12557, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$150,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ____ day of each month**] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

MNP Ltd. solely in its capacity as Receiver of the Debtors (as defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:

TAB 12



COURT FILE NO. 2203-12557

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ROYAL BANK OF CANADA

DEFENDENTS 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 FIRST REPORT OF THE INTERIM RECEIVER OF FAISSAL MOUHAMAD
PROFESSIONAL CORPORATION, DELTA DENTAL CORP. AND 52
DENTAL CORPORATION

FILED September 9, 2022

**ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT**

Counsel

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Calgary, AB T2P 4K9

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Email: adam.maerov@mcmillan.ca;

kourtney.rylands@mcmillan.ca

Attention: Adam Maerov and Kourtney Rylands

Interim Receiver

MNP Ltd.
Suite 1500, 640 5th Avenue SW
Calgary, AB T2P 3G4

Telephone: 403-477-9661

Facsimile: 403-269-8450

Email: vanessa.allen@mnp.ca

Attention: Vanessa Allen

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INTRODUCTION

1. On August 23, 2022 (the “Filing Date”), the Court of King’s Bench of Alberta granted an Interim Receivership Order (the “Order”) appointing MNP Ltd. as Interim Receiver (the “Interim Receiver”) over all of the current and future assets, undertakings and property (the “Property”) of Faissal Mouhamad Professional Corporation (“FMPC”), Delta Dental Corp. (“DDC”) and 52 Dental Corporation (“52 Dental”, collectively the “Companies”).
2. Pursuant to paragraph 4(a) of the Order (“Paragraph 4(a)”), the Interim Receiver was to receive and collect all moneys and amounts now or hereafter owing to the Companies but was to only take possession of the remaining Property upon the Interim Receiver serving and filing with the Court a certificate (the “Certificate”) confirming that a Custodian had been appointed that was acceptable to the Interim Receiver and the Ministry of Health and that there was adequate insurance coverage in place in respect of the business of the Companies. The Interim Receiver notes as follows with respect to Paragraph 4(a):
 - 2.1. Since the Filing Date, the Interim Receiver has had ongoing communication with the Alberta Dental Association and College (the “College”). The College has advised that it is neither the role of the Ministry of Health nor the College to approve custodians and that the term “Custodian” refers to health information and not to drugs, medications, and other controlled substances (as contemplated in the Order), although, Under the *Government Organization Act* and *Controlled Drugs and Substances Act*, only practitioners (including dentists) are able to possess, prescribe, and administer prescription drugs and controlled substances; and
 - 2.2. The College has confirmed that all licensed dentists obtain medical malpractice insurance in conjunction with their license and that the dentists practicing at the Delta Office and the 52 Office (as subsequently defined) are licensed with the College. Although dentists can carry additional coverage, this is not a requirement of the College.
3. As at the date of this report, the Interim Receiver has not filed the Certificate and notes as follows with respect to the requirements of the Certificate:
 - 3.1. While the Interim Receiver understands that the term Custodian, as referenced by the College, does not relate to the Controlled Substances, the Interim Receiver has noted various concerns related to the handling and storage of Controlled Substances at the Delta Office, defined below and has referred these concerns to the College;
 - 3.2. Based on its discussions with the College, the Interim Receiver is satisfied that all practicing dentists carry a base level of medical malpractice insurance. In addition, the Receiver has confirmed that property insurance is in place for both the Delta and the 52 Offices (as

subsequently defined). Accordingly, the Interim Receiver is satisfied that there is adequate insurance coverage in place in respect of the business of the Companies.

4. Copies of the relevant documents relating to these proceedings are available on the Interim Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.
5. The Companies can be summarized as follows:
 - 5.1. FMPC was incorporated in Alberta as a dental professional corporation on November 3, 1999 and has registered trade names of Associates Dental, Delta Dental and Simona Dental. FMPC operates a dental clinic located at 7151 50th Avenue in Red Deer, Alberta (the "Delta Building") under the name "Delta Dental" (the "Delta Office"). Dr. Faissal Mouhamad ("F. Mouhamad") is listed as the sole director and shareholder of FMPC. For clarity, the Delta Office's practice was previously managed by FMPC and is now being managed by DDC. FMPC does not have independent operations other than the management of the Delta Office.
 - 5.2. DDC was incorporated in Alberta on August 28, 2017. DDC was previously struck for failing to file its annual returns but was subsequently revived on May 18, 2021. On December 14, 2021, a change of director/ shareholder was registered following which Fetoun Ahmad ("F. Ahmad") is now listed as the sole director and shareholder of DDC. The Interim Receiver has been advised that DDC manages the Delta Office on behalf of FMPC; however, there is no agreement in place between FMPC and DDC and, as further described below, FMPC appears to lack practice management support.
 - 5.3. 52 Dental was incorporated in Alberta on December 6, 2021. 52 Dental operates a dental clinic located at 100, 3505 52nd Street SE, Calgary, Alberta under the name "52 Dental" (the "52 Office"). F. Ahmad is listed as the sole director and shareholder of 52 Dental.
6. The Order was granted pursuant to an application by Royal Bank of Canada ("RBC") which, at the Filing Date, was owed approximately \$632,600 by FMPC pursuant to various credit facilities (the "RBC Loans"). The RBC Loans are secured by a general security agreement against the Property (the "FMPC Security").
7. RBC also advanced approximately \$2.5 million to Mclvor Developments Ltd. ("Mclvor"). Mclvor is a related company, which also lists F. Mouhamad as its sole director and shareholder. Mclvor is the registered owner of an approximately 80-acre parcel of land in Dewinton, Alberta (the "Mclvor Lands"). Mclvor has also guaranteed the RBC Loans. The Interim Receiver understands that Mclvor has a binding agreement to sell the Mclvor Lands and that the anticipated proceeds of sale would likely be sufficient to pay the RBC Loans and Mclvor's indebtedness to RBC in full. The Interim Receiver further understands that the sale of the Mclvor Lands is conditional on Mclvor being able to discharge two registrations, which appear to relate to an outstanding litigation between Mahmoud Mohammad and F. Mouhamad, Michael Dave Management Ltd., FMPC and 985842 Alberta Ltd.

NOTICE TO READER

8. In preparing this report and making comments herein, the Interim Receiver has relied upon, certain unaudited, draft or internal financial information, including the Companies' books and records, and information from other third-party sources (collectively, the "Information"). The Interim Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada (the "Standards"). Additionally, none of the Interim Receiver's procedures were intended to disclose defalcations or other irregularities. If the Interim Receiver were to perform additional procedures or to undertake an audit examination of the Information in accordance with the Standards, additional matters may have come to the Interim Receiver's attention. Accordingly, the Interim Receiver does not express an opinion, nor does it provide any other form of assurance on the financial or other information presented herein. The Interim Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this report.
9. All amounts included herein are in Canadian dollars unless otherwise stated.

PURPOSE OF THE REPORT

10. This report constitutes the First Report of the Interim Receiver (the "First Report"). The First Report is being filed to provide the Court with additional information related to the Interim Receiver's activities and an application by RBC returnable on September 14, 2022 requesting the appointment of a Receiver with all of the standard powers provided to a Receiver in the Alberta Template Receivership Order, as amended.

ACTIVITIES OF THE INTERIM RECEIVER

11. The Interim Receiver's activities since the Filing Date are summarized below. Since the Filing Date, the Interim Receiver has:
 - 11.1. Obtained access to and completed back-ups of the electronic records, as available, related to the Delta Office and the 52 Office;
 - 11.2. Contacted the Companies' banking institutions and requested that the Companies accounts (the "Accounts") be set to deposit only and that funds received into the Accounts be remitted to the Interim Receiver;
 - 11.3. Attended the Delta Office and the 52 Office and completed inventories of the assets located in those offices on August 24, 2022;
 - 11.4. Worked with Sheena Price ("S. Price"), who is the administrative lead for the Delta Office, and F. Mouhamad to assist in the preparation of cash flow forecasts (the "Forecast(s)") for each

entity. The Interim Receiver was previously provided with a Forecast for the Delta Office (including DDC and FMPC), however, F. Ahmad subsequently advised the Interim Receiver that this Forecast should not be relied upon. To date, the Interim Receiver had not been provided with a further Forecast for the Delta Office or a Forecast for 52 Dental.

- 11.5. Had numerous in person/ telephone meetings with F. Mouhamad, S. Price and various other staff members from the Delta Office and the 52 Office and had ongoing correspondence with these parties regarding various information requests related to the ongoing operations of FMPC, DDC and 52 Dental;
- 11.6. Reviewed and sought clarification on various information provided by the Companies;
- 11.7. Contacted insurance providers to confirm their current deposit instructions and notify them of the new bank accounts established by the Interim Receiver, which efforts are ongoing;
- 11.8. Had ongoing communication with the College regarding the Interim Receivership proceedings, the role of a Custodian under the *Alberta Health Information Act* and the handling of Controlled Substances.
- 11.9. Established and maintained the Interim Receiver's website for the proceedings;
- 11.10. Reviewed disbursements submitted by the Companies and issued cheques related to same, as appropriate; and
- 11.11. Provided various information and updates to RBC regarding the Interim Receiver's activities, as described above.

BOOKKEEPING/ ACCOUNTING SUPPORT

12. The Interim Receiver was advised as follows with respect to the practice management of DDC and 52 Dental:
 - 12.1. As previously noted, S. Price is the administrative lead for the Delta Office and is training a team member to be the administrative lead for the 52 Office. The Interim Receiver was advised that both F. Mouhamad and Dr. Ghalib Hadi ("G. Hadi") provide practice management by virtue of being the lead dentists for the Delta Office and the 52 Office, however, almost all inquiries were referred to S. Price.
 - 12.2. The Interim Receiver was originally advised that F. Ahmad's role involved picking up selected supplies for both the Delta Office and the 52 Office. The Interim Receiver was subsequently advised that F. Ahmad has a broader role in managing both the Delta Office and the 52 Office. The affidavit of F. Ahmad, sworn on September 8, 2022 references this role as including providing dental supplies, maintenance, lab fees, upkeep, office supplies and janitorial services. The Interim Receiver was advised that F. Ahmad was in Turkey on the Filing Date

returning on or around September 6, 2022. The Interim Receiver attempted to arrange a call with F. Ahmad on several occasions both before and after F. Ahmad's return from Turkey. To date, F. Ahmad has not made herself available for such a call.

- 12.3. Following the Filing Date, the Interim Receiver worked with S. Price and F. Mouhamad to prepare Forecasts for the Delta Office and the 52 Office. S. Price provided the Interim Receiver with a draft Forecast for the Delta Office on August 30, 2022. On September 2, 2022, the Receiver was advised that F. Ahmad was not in agreement with the Forecast provided nor a Forecast that S. Price was in the process of preparing for the 52 Office and, as such, they should not be relied upon. The Interim Receiver subsequently reached out to F. Ahmad to communicate the importance of the Forecasts and arrange a call to advance the Forecasts. As noted above, F. Ahmad did not make herself available nor did she provide any alternate versions of the Forecasts.
 - 12.4. The Interim Receiver has been advised by F. Mouhamad that no bookkeeping or accounting services are being provided to or by DDC or 52 Dental for the Delta Office or the 52 Office. The Interim Receiver has also been advised by F. Mouhamad and S. Price that S. Price leads the processing of payroll, accounts receivable and accounts payable on behalf of the Delta Office (specific concerns related to accounts receivable and payable are noted below). As such, DDC does not appear to be providing any services to the Delta Office, outside of having established a new banking relationship with Scotiabank. In addition, there is no agreement in place between DDC and FMPC.
13. The following summarizes some of the specific concerns noted by the Interim Receiver related to bookkeeping/ accounting:
- 13.1. S. Price advised the Interim Receiver that correspondence for DDC and 52 Dental was being received and sent to Baccari Professional Corporation, the outside accountant for FMPC ("Baccari") for further handling. S. Price has advised that, once correspondence was sent to Baccari, it was shredded and was not saved electronically. Baccari has indicated that they ignore information provided to them that is not relevant for the services they are providing, which are for FMPC only. As such, it appears that at least selected correspondence for DDC and 52 Dental is not being addressed or maintained in the books and records of DDC and 52 Dental.
 - 13.2. The Delta Office was initially unable to provide an accounts receivable listing. Such a listing was provided on August 25, 2022 and reflected outstanding accounts receivable of approximately \$813,300 of which approximately \$723,300 were aged over 90 days. Based on further discussions with S. Price and F. Mouhamad, the Interim Receiver understands that there are likely accounts receivable of approximately \$90,000 (being the net reported accounts receivable aged under 90 days). The Interim Receiver was advised that the Dentrix system

(used to track revenue) reflects a significant number of accounts that are not due to DDC but relate to another service provider with whom DDC is no longer affiliated and that bad debts are not being recorded.

- 13.3. Both the Delta Office and the 52 Office use software known as Waves to process payments. The Interim Receiver was initially advised that no accounts payable listings could be provided for either the Delta Office or the 52 Office as Waves was not up to date. On September 1, 2022, S. Price provided the Interim Receiver with accounts payable listings prepared in Excel for DDC and 52 Dental reflecting respective outstanding accounts payable of approximately \$63,400 and approximately \$64,300. On September 4, 2022, the Interim Receiver was advised by F. Ahmad that the accounts payable listings, as provided, were not comprehensive. To date, no up to date accounts payable listings have been provided.
- 13.4. F. Mouhamad previously asked the Interim Receiver to provide copies of cancelled cheques for the accounts held by DDC and 52 Dental at Scotiabank (the "Cancelled Cheques"). The Interim Receiver has requested but has not yet received the Cancelled Cheques. Both F. Mouhamad and F. Ahmad have advised the Interim Receiver that they cannot determine the expenses paid by DDC or 52 Dental without obtaining the Cancelled Cheques, which suggests that the information reflected in Waves is incomplete and that no cheque register was being maintained.
- 13.5. The Delta Office has six dentists (including F. Mouhamad and G. Hadi), one hygienist who is listed as a contractor and thirteen employees (2 of which are hygienists). The 52 Office has two dentists (F. Mouhamad and G. Hadi), two hygienists who are listed as contractors and thirteen employees (1 of which is a hygienist). Of the thirteen employees referenced for each office, two are shared between the Delta Office and the 52 Office. The Companies do not have any formal agreements with employees or contractors, including dentists and hygienists, such that the Interim Receiver cannot confirm the terms under which contractors have been retained and any required Canada Revenue Agency remittances that may be required.

HANDLING OF CONTROLLED SUBSTANCES

14. As set out in paragraph 4(a) of the Order, the Interim Receiver did not to take possession of any drugs, medications or other controlled substances (collectively, the "Controlled Substances"). The Interim Receiver did, however, obtain/ observe an inventory of the Controlled Substances, in the presence of a dentist, at each of the Delta Office and the 52 Office on August 24, 2022. Based on the inventory of Controlled Substances that was completed at the Delta Office and comments made by a staff member during the inventory, the Interim Receiver noted the following concerns (the "CS Concerns"):

- 14.1. When the inventory of Controlled Substances was completed, two discrepancies were noted from what was recorded on the Delta Office's inventory listing;
 - 14.2. A staff member indicated that all dentists and back-office employees have access to all Controlled Substances; and
 - 14.3. A staff member indicated that she was in possession of and used F. Mouhamad's stamp to sign out controlled substances suggesting that F. Mouhamad does not control this process.
15. The Interim Receiver asked F. Mouhamad to respond specifically to the CS Concerns, to provide the specific procedures in place for Controlled Substances at the Delta Office and to reference how these procedures were tied to the relevant professional standards/ rules . As of the date of this report, F. Mouhamad has not provided a substantive response to these inquiries. An email chain reflecting the communication between the Interim Receiver and F. Mouhamad related to the Controlled Substances is attached hereto as "Schedule 1".
 16. Following further discussions with the College, the Interim Receiver has referred its concerns regarding the handling and storage of the Controlled Substances to the College for further investigation in accordance with the Alberta Dental Association and College Bylaws. The Interim Receiver notes that F. Mouhamad was sanctioned by the College in 2018 for unprofessional conduct. A copy of the hearing decision, which cites various concern related to F. Mouhamad's handling of Controlled Substances, is publicly available on the College's website and is attached hereto as "Schedule 2".

PREPARATION OF CASH FLOW FORECAST

17. Paragraph 4(h) of the Order empowered and authorized the Interim Receiver to work with the Companies to prepare a thirteen-week cash flow forecast (defined above as the "Forecast(s) and to make disbursements based on such Forecast, as approved by the Companies, acting reasonably and consistent with the ordinary course operation of the business of the Companies. The Interim Receiver was advised that the Companies had not historically prepared any Forecasts. As noted above, following various meetings with F. Mouhamad and S. Price, the Interim Receiver was provided with a draft cash flow forecast for the Delta Office on August 30, 2022 and was advised by S. Price that a draft cash flow forecast would be provided for the 52 Office by the close of business on September 2, 2022. On September 2, 2022, the Interim Receiver was advised that F. Ahmad had reviewed the Forecasts and determined that they should not be relied upon. The Interim Receiver reached out to F. Ahmad to offer to have a further meeting with her to update the Forecasts such that the Interim Receiver could include this information in the First Report. To date, F. Ahmad has not made herself available for a call with the Interim Receiver and no further Forecasts have been provided. The Interim Receiver notes that, as DDC manages the Delta Office on behalf of FMPC, the Forecasts for these two entities were being prepared on a consolidated basis.

18. Attached as “Schedule 3 is a Monitoring Memo prepared by the Interim Receiver setting out the procedures to be followed regarding the go-forward monitoring of cash flow and the payment of disbursements. The Interim Receiver has been working with S. Price and F. Mouhamad to facilitate ongoing operations, however, this has been complicated by the fact that they (together with F. Ahmad, “Management”) have been unable or unwilling to advance the preparation of a cash flow forecast or provide information that they are willing to attest is reliable as to the total accounts payable or the required timing of the corresponding payments. The Interim Receiver is attempting to work with Management to attempt to confirm the outstanding information and develop a better process whereby urgent payment requests can be addressed.

ASSETS AND LIABILITIES

The Delta Office

19. The Delta Office operates out of a building that is owned by Michael Dave Management Ltd. (“MDML”), a related company that lists F. Mouhamad is the sole director and shareholder. The assets that were held in connection with the operations of the Delta Office on the Filing Date, included the following:
- 19.1. A bank account in the name of FMPC with RBC, which had a balance of approximately \$1,500;
 - 19.2. A bank account in the name of DDC with Scotiabank, which had a balance of approximately \$50,400;
 - 19.3. As noted above, on August 25, 2022, the Delta Office listed accounts receivable that are anticipated to have a net book value of approximately \$90,000;
 - 19.4. Equipment in use at the Delta Office, an inventory of which is attached hereto as “Schedule 4”. F. Mouhamad has advised that the Delta Equipment can be broken down into the following two groups:
 - 19.4.1. Equipment, which was purchased by F. Mouhamad personally through Carestream or is leased through CWB; and
 - 19.4.2. Equipment, which is owned by MDML and is leased by FMPC (the “MDML Equipment”). The Interim Receiver understands that there is no agreement in place between MDML and FMPC related to the use of the MDML Equipment.
 - 19.5. The Interim Receiver previously requested proof of ownership for the Delta Equipment. In connection with this request, F. Mouhamad and S. Price provided the Interim Receiver with the following:
 - 19.5.1. Four invoices from Sinclair Dental with a total value of approximately \$321,800 (the “Sinclair Invoices”). The Sinclair Invoices related to the period between July 2017 and

March 2018 and are all in the name of Associates Dental Centre Inc. F. Mouhamad did not provide the Interim Receiver with information about Associates; however, the Interim Receiver notes that Associates Dental Center is a registered trade name of FMPC. Some of the equipment on the Sinclair Invoices appears to be in use at the Delta Office.

19.5.2. Two invoices from Carestream Dental with a total value of approximately \$100,900, one in the name of Delta Dental/ F. Mouhamad and one in the name of Associates Dental/ F. Mouhamad (the "Carestream Invoices"). The Carestream Invoice were issued in December 2017.

19.5.3. The Interim Receiver understands that selected equipment owned by F. Mouhamad financed through CWB is in use in the Delta Office. The Interim Receiver has been provided with two lease agreements with CWB, one with FMPC and one with F. Mouhamad.

20. F. Mouhamad indicated to the Interim Receiver that the financial statements for FMPC prepared as at December 31, 2021 reflect the operations of the Delta Office only (the "Delta Financials"). The Interim Receiver notes as follows with respect to the assets reflected on the Delta Financials:

20.1. The Delta Financials reflect property, plant and equipment with a net book value of approximately \$460,800. F. Mouhamad indicated that FMPC had not owned any equipment since 2017/ 2018 but indicated that the sale of the equipment was not reflected on FMPC's financial statements. Baccari indicated that they were not aware of the FMPC Equipment having been sold. The Interim Receiver has not been provided with any clear written evidence that FMPC does not own the Delta Equipment.

20.2. The Delta Financials reflect approximately \$4.7 million as being due from related parties. The Interim Receiver requested a breakdown of this amount from both F. Mouhamad and Baccari. To date no details have been provided.

Sale of the Delta Office

21. The Interim Receiver has been provided with an Asset Purchase Agreement for the sale of the Delta Office between F. Mouhamad, FMPC and MDML as the seller and Ghalib Hadi Professional Corporation as the purchaser, which was executed on August 10, 2022 (the "Delta Agreement"). The Interim Receiver notes as follows with respect to the Delta Agreement:

21.1. The Delta Agreement contemplates the sale of technical and professional goodwill, leasehold improvements and fixed assets. It excludes, among other assets, cash and accounts receivables;

21.2. The transaction contemplated in the Delta Agreement is set to close on December 21, 2022;

- 21.3. The Delta Agreement indicates that the only assets being included in the sale that are owned by F. Mouhamad and FMPC are the professional and technical goodwill of the business, with the leasehold improvements and fixed assets (including some or all of the Delta Equipment), being reflected in the Delta Agreement as owned by MDML. As noted herein, there is uncertainty surrounding the ownership of the Delta Equipment;
- 21.4. A deposit of \$100,000 (the "Initial Deposit") was to be paid prior to the signing of the Delta Agreement. G. Hadi has advised the Interim Receiver that the Initial Deposit was paid by way of a certified cheque issued to Warren Sinclair LLP and has confirmed that this cheque was non-refundable and fully releasable to the Seller, upon receipt. A second deposit is due on or before September 30, 2022, which will also be non-refundable and fully releasable to the Seller; and
- 21.5. It is a condition precedent of the sale that 100% control and ownership of DDC be assigned and transferred by F. Ahmad to G. Hadi.
22. G. Hadi has advised the Interim Receiver that he continues to be willing and able to proceed with the transaction contemplated in the Delta Agreement.

The 52 Office

23. The 52 Office operates out of a building that is owned by 52 Wellness Centre Inc. ("52 Wellness"), a related company that lists F. Mouhamad as the sole director and shareholder. The assets that were owned in connection with the operations of the 52 Office on the Filing Date, included the following:
- 23.1. A bank account in the name of 52 Dental with Scotiabank, which had a balance of approximately \$53,300;
- 23.2. Accounts receivable with a book value of approximately \$224,900 as at August 25, 2022 all of which is aged less than 90 days; and
- 23.3. Equipment in use at the 52 Office (the "52 Equipment"), an inventory of which is attached hereto as "Schedule 5". F. Mouhamad has advised that the 52 Equipment was purchased/leased by 52 Dental directly. The Interim Receiver notes that lease no. 5105804 was registered by CWB in May 2022 (the "52 CWB Lease") in the Alberta Personal Property Registry against both 52 Dental Corporation and F. Mouhamad. The Interim Receiver has requested but has not yet received confirmation as to whether the 52 CWB Lease was finalized. In addition, there is a further registration by Patterson Dental Canada, Inc. (the "Patterson Equipment") in May 2022 in the Alberta Personal Property against F. Mouhamad related to various equipment in use in the 52 Office. Attached as "Exhibit I" to the Fetoun Affidavit is a Master Lease Agreement No. 0405202252Dental between 52 Dental and F. Mouhammad that appears to relate to some or all of the Patterson Equipment.

24. Attached as “Exhibit D” to the Mouhamad Affidavit is a copy of a lease between 52 Wellness and 52 Dental Corporation dated September 1, 2022 (the “52 Lease”). The 52 Lease is for a ten-year term and includes monthly rent of approximately \$14,500 for the period from September 1 to August 31, 2027 and monthly rent of approximately \$15,900 for the period from September 1, 2027 to August 31, 2032. The 52 Lease also include the payment of operating costs of approximately \$5,700 per month. The Interim Receiver had not seen the 52 Lease prior to reviewing the Mouhamad Affidavit and notes that paragraph 15(c) of the Interim Receivership Order specifically prohibits FMPC and F. Mouhamad from entering into any contract, amendment to contract or other agreement that involves an expenditure of greater than \$25,000 without 24-hour written notice to the Interim Receiver (“Paragraph 15(c”).

RELATED PARTY TRANSACTIONS IDENTIFIED IN THE BERIAULT AFFIDAVIT

25. The Interim Receiver requested that F. Mouhamad provide additional information regarding various related party transactions identified in the Affidavit of Jocelyn Beriault sworn on August 19, 2022 (the “Beriault Affidavit”). The Interim Receiver received limited responses to its inquiries, which response are summarized below:
- 25.1. Paragraph 71(a) of the Beriault Affidavit references payments totaling approximately \$830,000 from FMPC to DDC. The Interim Receiver has been advised that these payments relate to the transfer to DDC of receipts collected by FMPC for the Delta Office. As detailed above and in the Affidavit of F. Mouhamad sworn on August 23, 2022 (the “Mouhamad Affidavit”), DDC is intended to be managing the Delta Office’s business operations, including collecting accounts receivable and paying expenses for the Delta Office. As noted above, however, there is no management agreement in place between FMPC and DDC and DDC does not appear to be providing practice management services outside of establishing bank accounts at Scotiabank.
- 25.2. Paragraph 71(b) of the Beriault Affidavit references payments totaling approximately \$270,500 (the “P71 Payments”), which were paid from FMPC to 52 Dental Corporation during 2022. In its initial discussions with F. Mouhamad, the Interim Receiver understood that these funds had been gifted to F. Ahmad to open the 52 Office. The Interim Receiver was subsequently advised that P71 Payments represented dividends paid by FMPC to F. Mouhamad, which F. Mouhamad then loaned to 52 Dental. In the Interim Receiver’s view, in a bankruptcy proceeding, the P71 Payments could represent reviewable transactions and may be voidable or recoverable by virtue of being a dividend or a fraudulent conveyance if the P71 Payments were provided with no corresponding benefit to FMPC.
26. Paragraph 80 of the Beriault Affidavit references payments totaling \$63,200 made by FMPC to Jovica Property Management Ltd. (“JPML”). F. Mouhamad has indicated that this represents rent payable

by FMPC to MDML related to the Delta Office. JPML holds the mortgage on the Delta Building. The Interim Receiver was previously advised that there is no formal lease agreement in place between FMPC and MDML and that lease payment have varied over time with the current payments being based on the monthly mortgage payment due from MDML to JPML. Attached as “Exhibit C” to the Affidavit of F. Mouhamad sworn on September 8, 2022 (the “Mouhamad Affidavit”) is a copy of a lease between MDML and FMPC and F. Mouhamad dated September 1, 2022 (the “Delta Lease”). The Delta Lease is for a ten-year term and includes monthly rent of approximately \$19,500 for the period from September 1 to August 31, 2027 and monthly rent of approximately \$19,900 for the period from September 1, 2027 to August 31, 2032. The Delta Lease also include the payment of operating costs of approximately \$2,200 per month. The Interim Receiver had not seen the Delta Lease prior to reviewing the Mouhamad Affidavit. As referenced for the 52 Lease above, DDC was specifically precluded from entering into the Delta Lease without prior notice to the Interim Receiver pursuant to Paragraph 15(c) of the Order.

INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

27. Attached hereto as “Schedule 6” are Interim Statements of Receipts and Disbursements for the period ended September 8, 2022 (the “Interim R&Ds”). As reflected in the Interim R&D, as at September 8, 2020, the Interim Receiver was holding approximately \$50,100 for DDC, approximately \$89,800 for 52 Dental and approximately \$1,300 for FMPC. In addition, approximately \$13,700 was being held for DDC and approximately \$21,900 was being held for 52 Dental in their respective accounts at Scotiabank. Receipts for each of the Companies, include daily deposits from the Delta Office and the 52 Office as well as amounts swept from the RBC Account and the Scotiabank Account, which includes receipts from the Companies various insurance providers. The Interim R&Ds also reflect payment of approved operating expenses for each of the Companies. As noted above, the Interim Receiver is continuing to work with the Companies to determine their go-forward cash flow forecast and finalize a system for processing payment requests.

ADDITIONAL CONCERNS

Payments to Faissal Mouhamad

28. The Interim Receiver notes that, on August 22, 2022, immediately preceding the Order being granted, the following payments from the accounts held with Scotiabank totaling approximately \$106,400 were made to F. Mouhamad:

28.1. 52 Dental – August 22, 2022 - Cheque 000170 - \$38,194.79 (the “FM 52 Payment”);

28.2. DDC– August 22, 2022 – Cheque 000540 - \$58,185.62 (the “FM DDC Payment”); and

28.3. DDC – August 18, 2022 – Cheque 000535 - \$10,000 (the “FM DDC 2 Payment”, collectively the “FM Payments”).

29. On August 31, 2022, the Interim Receiver demanded the return of the FM Payments on the basis that they appeared to have been made out of the ordinary course of business at the expense of 52 Dental and DDC and their respective creditors.
30. The Interim Receiver has been provided with the following information related to the FM Payments:
 - 30.1. In support of the FM 52 Payment, 52 Dental provided a production and collection summary for the two-month period from June 11 to August 22, 2022 indicating that total receipts associated with dental services performed by F. Mouhamad were approximately \$169,600. Based on this summary, S. Price indicated that F. Mouhamad was to receive 45% commission on this amount, which would result in a total of approximately \$76,300 being payable. S. Price indicated that the FM 52 Payment represented a partial payment of the amount due with \$38,100 continuing to be outstanding.
 - 30.2. In support of the FM Delta Payment, DDC provided two production and collection summaries for the period from July 21 to August 21, 2022 reflecting respective receipts of approximately \$127,100 and \$2,200 for a total of approximately \$129,300. The FM Delta Payment represents 45% of that amount.
 - 30.3. No support has been provided with respect to the FM DDC 2 Payment.
 - 30.4. The Interim Receiver has requested additional information with respect to the DDC FM Payment and the 52 FM Payment in order to verify those amounts. In particular, the DDC FM Payment for the one-month period from July 21 to August 21, 2022 is higher than the monthly payments reflected for all providers in the Forecast that was previously provided. The Interim Receiver is seeking to obtain clarity on the monthly amounts payable to dentists and other service providers, including F. Mouhamad.
 - 30.5. While the Interim Receiver recognizes that F. Mouhamad may be entitled to be paid in the ordinary course for the dental services he provides, the Interim Receiver notes that the payment to F. Mouhammed were made immediately preceding the Filing Date. In addition, the FM DDC Payment and the FM DDC 2 Payment resulted in the DDC's line of credit with Scotiabank being fully drawn at the Filing Date (as there was insufficient cash in the account). As such, in the Interim Receiver's view, the FM Payments cannot be considered as having been issued in the ordinary course.

Potential Property in Drayton Valley

31. The information requested by the Interim Receiver included proof of insurance coverage for both the Delta Office and the 52 Office. On August 31, 2022, F. Mouhamad advised the Interim Receiver that he did not believe that property insurance was in place for the 52 Office. On September 1, 2022, the Interim Receiver issued correspondence to FMPC's legal counsel outlining a number of concerns, including the lack of insurance coverage for the 52 Office. The Interim Receiver was subsequently provided with proof of insurance for the 52 Office (the "52 Insurance"). Together with the 52 Insurance, the Interim Receiver was also provided with an insurance policy for a dental practice located at 108, 5205 Power Center Boulevard (the "DV Building") in Drayton Valley, Alberta (the "DV Insurance"). A copy of the DV Insurance is attached hereto as "Schedule 7".
32. The Receiver had been advised that FMPC had previously owned equipment that was in use in Drayton Valley but that that equipment had been sold in 2017/2018. Following being provided with the DV Insurance, the Interim Receiver made further inquiries as to whether F. Mouhamad or any related entities had an interest in a dental office or equipment located in the DV Building (the "DV Office"). Legal counsel for FMPC subsequently provided an asset purchase agreement dated July 27, 2018 between F. Mouhamad and Puneet Kohli Professional Dental Corporation, which appears to relate to the DV Office and advised that the DV Office operates from a building owned by 985842 Alberta Ltd., a related company for which F. Mouhamad is the sole director and shareholder. The Interim Receiver notes, however, that the DV Insurance includes coverage for office contents and practice interruption, which suggest it applies to a business and not a building. The DV Insurance was renewed on January 1, 2022. The Interim Receiver reached out to the DV Office to inquire as to their relationship with FMPC but, to date, has not received a response.

Outstanding Information Requests

33. The Interim Receiver notes that it continues to have numerous outstanding information requests. Since September 4, 2022, neither F. Mouhamad nor F. Ahmad have made themselves available to respond to these inquiries. The Interim Receiver continues to communicate with S. Price regarding various payment requests.


CONCLUSION

34. The Interim Receiver has prepared this report to provide the Court with information as to its activities since the Filing Date and its findings to date on the Companies' business and financial condition.

All of which is respectfully submitted this 9th day of September 2022.

MNP Ltd., in its capacity as Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corporation and 52 Dental Corporation and not in its personal or corporate capacity

Per: _____


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

SCHEDULES

SCHEDULE 1

From: Vanessa Allen

Sent: August 26, 2022 10:12 AM

To: faissal mouhamad <drmouhamad@hotmail.com>

Cc: Jacqueline Shellon <Jacqueline.Shellon@mnp.ca>

Subject: RE: FMPC et. al. - Interim Receivership/ Controlled substances - Immediate response required

Hi Faissal,

We are going to need some more information on this.

Can you please refer us to the requirements to the ADAC and comment on how your procedures meet those requirements? Is access restricted for those dentists who only provide sedation? Who are the dentists who provide sedation services?

Thanks very much,

Vanessa

Vanessa Allen, CIRP, LIT

SENIOR VICE PRESIDENT

CELL 403.477.9661

FAX 403.537.8437

1500, 640 - 5th Avenue SW

Calgary, AB

T2P 3G4

vanessa.allen@mnp.ca

mnpdebt.ca



Member of Praxity, AISBL

Global Alliance of Independent Firms

From: faissal mouhamad <drmouhamad@hotmail.com>

Sent: August 26, 2022 8:18 AM

To: Vanessa Allen <Vanessa.Allen@mdp.ca>

Subject: Re: FMPC et. al. - Interim Receivership/ Controlled substances - Immediate response required

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Hi Vanessa;

Any medication is dispensed only by the request of the provider dentist; only dentist have sedation permits can use sedation medication , in our office we have three dentists carry permits to provide sedation for the patients, Kyla maintain inventory of the medication.

Best Regards

Faissal

From: Vanessa Allen <Vanessa.Allen@mnp.ca>

Sent: August 26, 2022 10:42 AM

To: faissal mouhamad <drmouhamad@hotmail.com>

Cc: Jacqueline Shellon <Jacqueline.Shellon@mnp.ca>

Subject: FMPC et. al. - Interim Receivership/ Controlled substances - Immediate response required

Hi Faissal,

When my team attended the premises in Red Deer, they noted the following concerns with respect to the controlled substances:

1. When the inventory of controlled substances was completed, two discrepancies were noted.
2. Kyla indicated that everyone working at the clinic (dentists and non dentists alike) have access to all controlled substances; and
3. Kyla indicated that she is in possession of and uses your stamp to sign out controlled substances such that they are not in your control as the custodian of these substances.

Can you please respond to the specific concerns noted above and provide further information as to the procedures in place for controlled substances at the Red Deer clinic as compared to the requirements of the Alberta Dental Association and College. Can you also please comment as to whether all dentists are licensed to use all medication that are held at the Red Deer clinic, in particular fentanyl.

If you can please respond as soon as possible, we would be very appreciative.

Thanks very much,

Vanessa

Vanessa Allen, CIRP, LIT

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From: faissal mouhamad <drmouhamad@hotmail.com>

Sent: August 25, 2022 8:56 AM

To: Vanessa Allen <Vanessa.Allen@mnp.ca>

Subject: Re: FMPC inrterm receivership

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Hi Vaness ;

Sheena is working on this as we speak and will provide as soon as she get it

All medication is looked is metal cabinet and Kyla is keeping track of the meds.

Best regards

Faissal

From: Vanessa Allen <Vanessa.Allen@mnp.ca>
Sent: August 25, 2022 11:52 AM
To: faissal mouhamad <drmouhamad@hotmail.com>
Subject: RE: FMPC inrterm receivership

Hi Faissal,

I can make myself available for a call at your suggested time but I would like to be very clear that the requests for information that we have provided are urgent and are a requirement of the Interim Receivership Order, as is the development of a cash flow forecast. If you have another party you would like to have assist in providing this information, please advise noting that Sheena has already indicated that she does not have the required information.

Can you also please confirm the processes that are in place around the controlled substances held at the Red Deer office?

Thanks very much,

Vanessa

Vanessa Allen, CIRP, LIT
SENIOR VICE PRESIDENT
CELL 403.477.9661
FAX 403.537.8437
1500, 640 - 5th Avenue SW
Calgary, AB
T2P 3G4
vanessa.allen@mnp.ca
mnpdebt.ca



SCHEDULE 2

Notice to **DENTISTS**

In Accordance with
Alberta Dental
Association And
College Bylaw 20(7)

BRIEF SUMMARY OF FACTS

A complaint was received by the Alberta Dental Association and College (“ADA&C”) from a patient, alleging that Dr. Faissal Mouhamad made mistakes in the course of providing the patient with treatment including dentures, dental implants and implant-supported dentures.

Dr. Mouhamad confirmed that, against his consistent recommendations that the patient save his natural teeth, the patient had decided to have his remaining teeth removed and replaced with complete upper and lower dentures. Dr. Mouhamad extracted the patient’s remaining 17 teeth on February 28, 2014. The patient was fitted with immediate upper and lower complete dentures but he experienced significant pain when wearing his dentures and had difficulties adapting. Dr. Mouhamad provided the patient with analgesic prescriptions to alleviate pain from his treatment and immediate dentures amounting to over 265 tablets of Tylenol #3 from February 28 to May 12, 2014.

Due to the patient’s difficulties adapting, on June 13, 2014, Dr. Mouhamad inserted six dental implants and performed a sinus lift graft. The patient’s denturist was then able to replace the denture with implant-supported dentures after healing. Dr. Mouhamad prescribed analgesic medication for the patient for the initial healing period totalling over 120 tablets of Tylenol #3 between June 10 and 16, 2014, but not thereafter. At no point between February and June 2014 did Dr. Mouhamad make any consultations or referrals for the management and treatment of the patient’s chronic pain.

ADMISSIONS OF UNPROFESSIONAL CONDUCT BY DR. MOUHAMAD

On August 28, 2018, a Hearing Tribunal of the Alberta Dental Association and College found Dr. Mouhamad guilty of unprofessional conduct and he was sanctioned. A Hearing Tribunal are the decision makers at a hearing and are comprised of a member of the public appointed by the Government of Alberta and three dentists registered in Alberta.

Dr. Mouhamad admitted he was guilty of unprofessional conduct because he:

1. Prescribed an inappropriate quantity or duration of opioid medication to the patient;
2. Failed to create or maintain appropriate prescription records, or Triplicate Prescription Program Pads, or both for the patient, contrary to the ADA&C's *Standard of Practice: Patient Records*, the ADA&C's *Guide for Patient Records*, or both;
3. Failed to create or maintain an appropriate accounting of Triplicate Prescription Program Pads, all narcotics, controlled drugs, benzodiazepines and targeted substances kept onsite, contrary to the ADA&C's *Guide for Patient Records* or the ADA&C's *Guide for Management/Opioids*, or either of them; and
4. Failed to consult with, or refer the patient to another dentist, dental specialist or other appropriate care provider, for the management and treatment of the patient's chronic pain, contrary to the ADA&C's *Code of Ethics* Articles A1 or A4, or both.

The Hearing Tribunal emphasized that the quantity and duration over which Dr. Mouhamad prescribed opioid medication to the patient was inappropriate and fell below the standards of practice required of a dentist. Adding to these concerns was a question about Dr. Mouhamad's professional judgment in terms of going ahead with the treatment given the patient's previous history of using painkillers and being

uncooperative, irritable, impatient, and verbally abusive to staff at the dental office. Further, there were issues with the inadequacy of Dr. Mouhamad's documentation and some prescriptions for the patient which did not contain the minimum requirements set out in Article 5 of the ADA&C's *Standard of Practice: Patient Records* or the best practices set out in the ADA&C's *Guide for Patient Records*, specifically section N. Drug Records.

Dr. Mouhamad's record keeping of drug usage was found to be incomplete and inadequate. Specifically, his Controlled Substances Log was inaccurate and incomplete with respect to the names and quantities of the drugs present and did not include the identity of the patients to whom drugs were dispensed, contrary to the ADA&C's *Guide for Pain Management/Opioids*. The Log was also missing records for certain periods. Instead of retaining the Practitioner Copy of the Triplicate Prescription Program pad on the pad itself, Dr. Mouhamad's practice was to remove the Practitioner Copy and staple it to the patient's chart, making it more difficult to confirm the patients who had received these prescriptions and evaluate what necessitated the use of this class of drug. The Hearing Tribunal agreed Dr. Mouhamad failed to create or maintain an appropriate accounting of Triplicate Prescription Program Pads, all narcotics, controlled drugs, benzodiazepines and targeted substances kept onsite from January 29, 2014 to November 13, 2015 and from February 10, 2016 to June 6, 2016, contrary to the ADA&C's *Guide for Patient Records* and the *Guide for Pain Management/Opioids*.

Dr. Mouhamad also failed to fulfil his responsibilities to his patient, as required under the *Code of Ethics* at Articles A1: Service and A4: Competence, Consultation and Referral as he continued to prescribe opioid medication to the patient over an extended period for chronic pain without successfully addressing the underlying cause of the chronic pain.

It was noted at the time of the hearing that Dr. Mouhamad was an experienced dentist with no prior findings of unprofessional conduct, however he had been previously cautioned back in November 2001 regarding the importance of keeping track of his patients' prescriptions. Dr. Mouhamad acknowledged that his conduct was unprofessional and confirmed he had made changes to his record keeping to prevent similar issues in the future.

The Hearing Tribunal accepted the Joint Submission on Penalty and issued the following orders against Dr. Mouhamad:

1. A suspension of four consecutive weeks;
2. Completion of a course on pain management and opioid medication use, at Dr. Mouhamad's expense, and which shall not count towards his continuing education credits;
3. Dr. Mouhamad will submit to a two year monitoring period with respect to his prescribing practices.
4. He will pay \$36,327 for the costs of the investigation and hearing.

SCHEDULE 3

Memo

To: Faissal Mouhamad & Fetoun Ahmed

From: Vanessa Allen

cc: Jacqueline Shellon

Date: August 31, 2022

Re: Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. (the “Companies”) – Interim Receivership/ Monitoring of operations and cash flow

The purpose of this memo is to outline the procedures whereby MNP Ltd. (the “Interim Receiver”), will monitor the Companies’ business and financial affairs during the Interim Receivership proceedings.

Weekly update call

A conference call will be scheduled for Wednesday of each week (the “Wednesday Call”) to discuss the following:

1. The patient counts during the prior week and the anticipated patient counts for the upcoming week;
2. Any anticipated go-forward variances in the Companies’ projected cash flow(s);
3. The prior week’s Variance Analysis (as defined below);
4. An update on the Companies’ operations and a discussion of any corresponding management concerns;
5. An update on any outstanding inquiries; and
6. Any other business.

Collection of Receipts and Disbursements

The Interim Receiver will be provided with the following daily for each of the Companies:

1. The Chrono Report, which will be provided to the Receiver via email each morning;
2. The cash receipts for the prior day (receipts for Saturday and Sunday will be provided on the following Monday). For 52 Dental Corporation, the cash receipts will be picked up by way of a daily courier. For Delta Dental Corp., the cash receipts will be dropped off on a daily basis at MNP’s office located at 400, 4311 54th Avenue Red Deer - Attention: Jillian Anderson.

On Tuesday of each week, the Interim Receiver will be provided with a list of approved disbursements for which the Companies are requesting payment. Please note that these payment requests should include the following:

1. Any contract between the Companies and the payee;
2. Identification of any requested payments to related parties;
3. Invoices and other supporting documentation;
4. Any third-party reporting (including ADP);
5. A description of the services provided;
6. A copy of the email to/ from the Interim Receiver pre-approving the services provided where such services are in excess of \$2,500; and
7. The nature of the employment/ contract relationship with any providers, if not previously provided.

Cash Flow Reporting

The Company is currently preparing a Statement of Projected Cash Flow for the Thirteen Week Period from August 23, 2022 to November 15, 2022 (the "Forecast Period"). Further cash flow forecasts must be prepared prior to the expiry of the Forecast Period or as otherwise required, as determined in consultation with the Interim Receiver. The weeks reported run from Saturday to Friday.

A representation letter, substantially in the form attached must be provided on a bi-weekly basis.

The Interim Receiver will work with the Companies to prepare a variance analysis (the "Variance Analysis"), which does the following:

1. Reports any variances during the prior week;
2. Identifies whether the variances are permanent or timing related;
3. Describes the reason for each variance; and
4. Provides cumulative variances over the Forecast period.

Material adverse change

The Interim Receiver has a duty to report to the Court and the creditors any material adverse change, which would include any change that in the Interim Receiver's opinion:

1. Has a significant adverse effect on the projected cash-flow (for example, a significant drop in patient volumes);
2. Significantly impairs or is reasonably expected to significantly impair the Companies' financial situation or the ability of the Companies to carry on operations;
3. Significantly prejudices the rights or interests of one or more creditor(s).

Additional Duties of and Restrictions on the Debtors, Faissal Mouhamad and Fetoun Ahmed

The Interim Receiver notes the following additional duties, which are further set out in paragraph 15 of the Interim Receivership Order:

The Debtors, Faissal Mouhamad and Fetoun Ahmed shall:

1. Not make any copies of reproductions of any patient records of the Debtors;
2. Not sell, transfer, gift, convey or otherwise dispose of any property, other than in the ordinary course of business, without the prior written consent of the Interim Receiver;
3. Not make or enter into any contract, amendment to contract or other agreement that involves, an expenditure greater than \$25,000 without prior 24 hour written notice to the Interim Receiver; and
4. Provide to the Interim Receiver, upon the request of and on or before the deadline reasonably required by the Interim Receiver, such reporting as may be required by the Interim Receiver in its sole discretion, including, without limitation, Records, financial condition, daily, weekly, monthly receipts and disbursements, inventory counts or lists, sales reports, accounts payable and receivable, profit and loss statements and locations and listing of assets.

SCHEDULE 4

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|-----------------------------|----------------------------------------------|----------|--------------------------------------|
| Recall/Upstairs Area 1 - TS | Brother Printer MFC-L3750CDW | 1 | U65179H79H7N554850 |
| Recall/Upstairs Area 1 - TS | Epson Scanner ES400 II | 1 | XPZ048633 |
| Recall/Upstairs Area 1 - TS | LG Monitor 24MP400 | 1 | 109NTZNH0837 |
| Recall/Upstairs Area 1 - TS | Logi Keyboard | 1 | 2135S402YZMB |
| Recall/Upstairs Area 1 - TS | Logi Mouse | 1 | 2132LZM6XVV8 |
| Recall/Upstairs Area 1 - TS | Dell Tower | 1 | JSBDM2 |
| Recall/Upstairs Area 1 - TS | Cisco Phone | 1 | FCH2328DEBJ |
| Recall/Upstairs Area 1 - TS | Fabrique Chair | 1 | E48244 |
| Recall/Upstairs Area 2 - KB | Brother Printer MFC-L3750CDW | 1 | U65180F0N973417 |
| Recall/Upstairs Area 2 - KB | Epson Scanner ES400 II | 1 | X8PZ060959 |
| Recall/Upstairs Area 2 - KB | Asus Monitor 11X238 | 1 | F1MRS017507 |
| Recall/Upstairs Area 2 - KB | Dell Keyboard | 1 | CN-ON6R8G-PRC00-78M-0263-A02 |
| Recall/Upstairs Area 2 - KB | Souris Mouse G5LBK | 1 | 2046A39751 |
| Recall/Upstairs Area 2 - KB | Dell Tower Optiples 3050 | 1 | JSBCJL2 |
| Recall/Upstairs Area 2 - KB | Cisco Phone CP8845 | 1 | FCH2327FASL |
| Recall/Upstairs Area 2 - KB | Fabrique Chair | 1 | E48244 |
| Recall/Upstairs Area 3 - AY | Neat Scanner ND1000 | 1 | CNLF13B931PH |
| Recall/Upstairs Area 3 - AY | Acer Monitor | 1 | MMTKVAA00205301F243W01 |
| Recall/Upstairs Area 3 - AY | Lenova Keyboard SD50L80031 | 1 | 9493886685 |
| Recall/Upstairs Area 3 - AY | Dell Mouse MS116T | 1 | CN-ODV0RH-L0300-1MML |
| Recall/Upstairs Area 3 - AY | Lenova Tower 002CUS | 1 | MJ09LZ0S |
| Recall/Upstairs Area 3 - AY | Cisco Phone CP8845 | 1 | FCH2328DECB |
| Recall/Upstairs Area 3 - AY | Fabrique Chair | 1 | E48244 |
| Recall/Upstairs Area 3 - AY | Seville Fan Classic Tower | 1 | 10119P |
| Sterilization | Sharps Bin Covidien Lot:17268 | 1 | Ref: 85161H |
| Sterilization | Lubrina HIM-1 | 1 | FC5009 |
| Sterilization | Hydrim 1 , G4, C61W-D01 | 1 | 340117J00009 |
| Sterilization | Hydrim 2 G4 C61W-D01 | 1 | 3401788A00076 |
| Sterilization | Midmark Sterilizer 1 M11 | 1 | V1864509 |
| Sterilization | Midmark Sterilizer 2 M11 | 1 | V1882189 |
| Sterilization | Lexa Sterilizer MN-111 | 1 | 140385 |
| Sterilization | Sterilog 1082 Steri Tablet 6-05763-27072-AA0 | 1 | BOBFAAF1-7664-4FFF-AF87-F018DACCA061 |
| Sterilization | Sterilog Program Steri Log 82, 215-300031032 | 1 | n/a |
| Sterilization | Micro Etcher | 1 | n/a |
| Sterilization | Lenova Computer Monitor A16270QP1 | 1 | 1S61AFGAR1USV303W8W7 |
| Sterilization | Dell Mouse MS111P | 1 | DPPDCN0X9W32745844704 |
| Sterilization | Lenova Black Tower P330 | 1 | 8SS50T33197F7WH985009E |
| Sterilization | Advantech Grey Tower S4SCS014A01 | 1 | TBN519339 |
| Sterilization | Panoramic Carestream CS9600 | 1 | A519CQE35445000273 |
| Administration Area 1 - CF | Epson Scanner ES400 II | 1 | XPZ073112 |
| Administration Area 1 - CF | Samsung Monitor S27F350FHN | 1 | ZZN8H4ZJ901174M |
| Administration Area 1 - CF | Dell Keyboard | 1 | CN-ODV0RH-L60300-780004LP |
| Administration Area 1 - CF | Lenova Tower 002CUS | 1 | MJ09LZ1F |
| Administration Area 1 - CF | Cisco Phone CP8845 | 1 | FCH2327BSQ |
| Administration Area 1 - CF | Brother Printer MFC-L2710DW | 1 | U64969D7N899625 |
| Administration Area 2 - SP | Insignia TV | 1 | n/a |
| Operator 4 | Xray Unit Belmont Phot-XIIS AR-55WKCT08 | 1 | EX17G0573 |
| Operator 4 | Covidien Sharps Bin Lot 17200 | 2 | Ref: 85161H |
| Operator 4 | Fiber Power Rear Delivery System | 1 | C614875 |
| Operator 4 | Forest Dental Chair FDC39H | 1 | B140297 |
| Operator 4 | Dental Light | 1 | n/a |
| Operator 4 | Whitening Light | 1 | n/a |
| Operator 4 | Acer Computer Monitor G236HL | 1 | MMLVNAA0057130102A2482 |
| Operator 4 | Logitech Keyboard K235 | 1 | n/a |
| Operator 4 | Souris Sans Fil Mouse G5L-BK | 1 | 2046A41802 |
| Operator 4 | OptiPlex 3050 Dell Tower | 1 | FC4V0M2 |
| Operator 4 | Denmat Flashlite CR1050 | 1 | 1803100053 |
| Operator 4 | Ivoclar Vivodent Triturator Silimat S6 | 1 | 101965 |
| Operator 4 | Seville Fan Classic Tower | 1 | n/a |
| Operator 4 | Insignia TV | 1 | LZFH7YA022534 |
| Operator 4 | Intra Oral Light | 1 | HALU0148 |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|-----------------|-----------------------------------------|-----------------|------------------------|
| Operator 5 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX17F0081 |
| Operator 5 | Covidien Sharps Bin Lot 17268 | 1 | Ref: 85161H |
| Operator 5 | Fiber Power Rear Delivery System | 1 | A52776 |
| Operator 5 | Forest Dental Chair FDC39H | 1 | B140295 |
| Operator 5 | Dental Chair | 1 | n/a |
| Operator 5 | Dental Light | 1 | n/a |
| Operator 5 | Whitening Light | 2 | n/a |
| Operator 5 | Cavitron 81861 | 1 | n/a |
| Operator 5 | | | |
| Operator 5 | Logitech Keyboard K235 | 1 | n/a |
| Operator 5 | Logitech Mouse M170 | 1 | 1717L20NGW68 |
| Operator 5 | Acer Computer Monitor G236HL | 1 | MMLVNAA00571002E482482 |
| Operator 5 | Logitech Keyboard K235 | 1 | 1717L020CF1B8 |
| Operator 5 | Dell Tower Optiplex 3050 | 1 | JSBF0M2 |
| Operator 5 | Steri Log Scanner X-1901C | 1 | 19011912007 |
| Operator 5 | Denmat Flashlight Curing Light CR1050 | 1 | 12-2350021508 |
| Operator 5 | Denstply Remfert Triturator 2770001000 | 1 | A1375601 |
| Operator 5 | Seville Fan Classic Tower | 1 | n/a |
| Operator 5 | Sony Radio ICF-C1 | 1 | 1359330 |
| Operator 5 | Insignia TV | 1 | LZFH4YA024229 |
| Operator 5 | Harloff IV Cart | 1 | 97838 |
| Operator 5 | Edan ECG Monitro M50 | 1 | 333037-M11901800002 |
| Operator 3 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EH22A0242 |
| Operator 3 | Covidien Sharps Bin Lot:17289 | 2 | Ref: 85161H |
| Operator 3 | Fiber Power Rear Delivery System | 1 | A52772 |
| Operator 3 | Forest Dental Chair FDC39H | 1 | B140262 |
| Operator 3 | Dental Light | 1 | n/a |
| Operator 3 | Cavitron Dentsply Plus 81857 | 1 | G13634195 |
| Operator 3 | Whitening Light | 1 | n/a |
| Operator 3 | Acer Computer Monitor G236HL | 1 | MMLVNAA00571002E482482 |
| Operator 3 | Logitech Keyboard K235 | 1 | n/a |
| Operator 3 | Logitech Mouse M170 | 1 | 1717LZ0LF158 |
| Operator 3 | Steri Log Scanner X-1901C | 1 | 19011912006 |
| Operator 3 | Denmat Flashlight Curing Light CR1050 | 1 | 2004400020 |
| Operator 3 | Seville Fan Classic Tower 10119P | 1 | n/a |
| Operator 3 | Dell Tower Optiplex 3050 | 1 | FC5P0M2 |
| Operator 3 | Sterilog Scanner X-1901C | 1 | 1934321090090 |
| Operator 3 | Seville Classic Tower Fan | 1 | n/a |
| Operator 3 | Insignia TV | 1 | n/a |
| Operator 6 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX17D0139 |
| Operator 6 | Covidien Sharps Bin Lot:17268 | 2 | Ref: 85161H |
| Operator 6 | Fiber Power Rear Delivery System | 1 | A52774 |
| Operator 6 | Forest Dental Chair FDC39H | 1 | B140253 |
| Operator 6 | Dental Light | 1 | n/a |
| Operator 6 | Cavitron 81861 | 1 | n/a |
| Operator 6 | Whitening Light | 1 | n/a |
| Operator 6 | Acer Computer Monitor G236HL | 1 | MMLVNAA05713010C62482 |
| Operator 6 | Logitech Keyboard K235 | 1 | n/a |
| Operator 6 | Logitech Mouse M170 | 1 | 1717LZ0NGNJ8 |
| Operator 6 | Steri Log Scanner X-1901C | 1 | 19011912012 |
| Operator 6 | Seville Fan Classic Tower 10119P | 1 | n/a |
| Operator 6 | Insignia TV | 1 | NS-39DR510CA17 |
| Operator 7 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX1710049 |
| Operator 7 | Sharps Bin Covidien Lot:17200 | 1 | Ref: 85161H |
| Operator 7 | Fiber Power Rear Delivery System | 1 | C614892 |
| Operator 7 | Forest Dental Chair FDC39H | 1 | B140254 |
| Operator 7 | Dental Light | 1 | n/a |
| Operator 7 | Whitening Light | 1 | n/a |
| Operator 7 | Cavitron 81861 | 1 | n/a |
| Operator 7 | Acer Computer Monitor G236HL | 1 | MMLVNAA00571300FC42482 |
| Operator 7 | Paper Towel Dispenser | 1 | D17D28-093BA0 |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|-----------------------------|-----------------------------------------|----------|----------------------------------------|
| Operator 7 | Logitech Keyboard K235 | 1 | n/a |
| Operator 7 | ONN Mouse 0NA19H0001C | 1 | n/a |
| Operator 7 | Dell Optiplex 3050 Tower | 1 | FC5S0M2 |
| Operator 7 | Steri Log Scanner X-1901C | 1 | 19011912017 |
| Operator 7 | Seville Classic Tower Fan | 1 | n/a |
| Operator 7 | Insignia TV | 1 | LZFH8YA038261 |
| Operator 8 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX1710047 |
| Operator 8 | Covidien Sharps Bin Lot: 17268 | 2 | Ref: 85161H |
| Operator 8 | Fiber Power Rear Delivery System | 1 | AS2775 |
| Operator 8 | Forest Dental Chair FDC39H | 1 | n/a |
| Operator 8 | Dental light | 1 | n/a |
| Operator 8 | Whitening Light | 1 | n/a |
| Operator 8 | Cavitron 81861 | 1 | n/a |
| Operator 8 | Acer Computer Monitor G236HL | 1 | MMLVNAA005713010CD2482 |
| Operator 8 | Dell Keyboard | 1 | CN-ORKRON-L0200-78N-OGON-A03 |
| Operator 8 | Lenova Mouse M01U)) | 1 | 8SSM50L24505AVLC97416T6 |
| Operator 8 | Dell Optiplex 3050 Tower | 1 | FC5R0MA |
| Operator 8 | Sterilog Scanner X-1901C | 1 | 19011912016 |
| Operator 8 | Seville Classic Tower Fan 10119P | 1 | n/a |
| Operator 8 | Insignia TV | 1 | n/a |
| Doctor's Office Area 1 - FM | Samsung Monitor | 1 | ZZN8H4ZJ900689A |
| Doctor's Office Area 1 - FM | Acer Keyboard | 1 | DICUSCIB05834100A4AK800 |
| Doctor's Office Area 1 - FM | Dell Mouse MS116T | 1 | CN0DV0RH-L0300-78L-1FOT |
| Doctor's Office Area 1 - FM | Lenova Tower 002CUS | 1 | MJOBHC9D |
| Doctor's Office Area 1 - FM | Cisco Phone CP8845 | 1 | FHC2328 |
| Doctor's Office Area 1 - FM | Brother Printer | 1 | MFC-L3770CDN |
| Doctor's Office Area 1 - FM | Brother Printer | 1 | MFC-L3770CDWDEK7 |
| Doctor's Office Area 2 - ZP | Dell Tower OptiPlex 3050 | 1 | MSIP-RMM-E2K-D18M003 |
| Doctor's Office Area 2 - ZP | Acer Keyboard | 1 | CN-ORKRON-L0300-78N-097H-A03 |
| Doctor's Office Area 2 - ZP | Dell Mouse MS116T | 1 | CN-ODVCRH-L0300-79E-09GQ |
| Doctor's Office Area 2 - ZP | Samsung Monitor | 1 | N/A |
| Doctor's Office Area 3 - KP | Samsung Monitor S27F350FHN | 1 | 22N8H4ZJA009411 |
| Doctor's Office Area 3 - KP | HP Keyboard KB57211 | 1 | 672647-003 724720-001 |
| Doctor's Office Area 3 - KP | Souris Sans Fil Mouse G5L-BK | 1 | 1920A25068 |
| Doctor's Office Area 3 - KP | Dell Tower OptiPlex 3050 | 1 | JSBCOM2 |
| Doctor's Office Area 3 - KP | Cisco Phone CP8845 | 1 | FCH2327FAWF |
| Doctor's Office Area 4 - AB | Samsung Monitor | 1 | 527F350FH |
| Doctor's Office Area 4 - AB | HP Keyboard 59550-CA | 1 | 2996019 |
| Doctor's Office Area 4 - AB | Dell Mouse MS116T | 1 | CN-ODV0RH-L0300-79E-0973 |
| Doctor's Office Area 4 - AB | Lenova Tower 002CUS | 1 | MJ09L21B |
| Other | Sensor #1 Carestream RVG200 | 3 | HJJA0210, FIJA0040, HGJA0314, FJA0020 |
| Other | Sensor #2 Carestream RVG200 | 4 | HJJB0341, FHHB0202, JAJB0119, FJJBO207 |
| Other | Intra Oral Camera Carestream CS1500 | 4 | 160889976559819 |
| Other | Endo Cart Global | 1 | n/a |
| Other | Ortho Cart Global | 1 | n/a |
| Other | Phillips AED M3857A | 1 | n/a |
| Other | Bluebell Medical Surgical Cart | 1 | n/a |
| Other | Brother Printer MFC-9130CW | 1 | U63479G8J955747 |
| Other | N20 Machine Motrx MDM | 1 | 28700 |
| Other | HP Pavilion Monitor | 1 | 3CM413ON3C |
| Other | Epson Scanner ES400 II | 1 | X8P2058421 |
| Other | Dell Keyboard | 1 | CN-ON6R8G-PRC00-78M00ERA02 |
| Other | Dell Mouse MS116T | 1 | CN-ODVORH-LO300-79E09HN |
| Other | Dell Tower Optiplex 3050 | 1 | JSB9JL2 MSIP-RMM-E2K-D18M003 |
| Other | Cisco Phone CP8845 | 1 | FCH2327ETTI |
| Other | Chair 2020030582 | 1 | n/a |
| Area 3 - RP | Epson Scanner ES400 II | 1 | X8PZ072313 |
| Area 3 - RP | Samsung Monitor LS27F350F9NXZA | 1 | 22N8H4Z1902704M |
| Area 3 - RP | Dell Keyboard | 1 | CN-ON6R8G-PRC00-78K06GQ-A02 |
| Area 3 - RP | Logitech Mouse M170 | 1 | 1717LZ0NGW88 |
| Area 3 - RP | Dell Optiplex 3050 Tower | 1 | MSIP-RMM-E2K-D18MOO3 |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|------------------------|-----------------------------------------|----------|--------------------------|
| Area 3 - RP | Cisco Phone CP8845 | 1 | FCH2326DNYK |
| Area 3 - RP | Fabrique Chair | 1 | E48244 |
| Area 3 - RP | Brother Printer MFC-L2710DW | 1 | U64969D1N899619 |
| Area 4 - MA | Epson Scanner ES400 II | 1 | X8PZ058438 |
| Area 4 - MA | Samsung Monitor S27F350FHN | 1 | 22N8H4ZJA013578 |
| Area 4 - MA | Dell Keyboard | 1 | CN-ON6R8G-PRC00 |
| Area 4 - MA | Logitech Mouse M170 | 1 | 2017LZX6VFQ8 |
| Area 4 - MA | Dell Tower Optiplex 3050 | 1 | JSBBJL2 |
| Area 4 - MA | Cisco Phone CP8845 | 1 | FCH2327ETT3 |
| Area 4 - MA | Fabrique Chair | 1 | e48244 |
| Waiting Area | Chairs | 2 | n/a |
| Waiting Area | Samsung TV 1 West | 1 | D6C13CY902240K |
| Waiting Area | Samsung TV 2 West | 1 | 06C33C2S8005852 |
| Waiting Area | Fridge | 1 | Item 101 |
| Waiting Area | Water Cooler | 1 | 8LIECH-SC-SSS-5L-W-09 |
| Waiting Area | Black Sofa Chairs | 7 | |
| Waiting Area | Black Sofa Chairs with buttons | 5 | |
| Operator 1 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX17I0048 |
| Operator 1 | Covidien Sharps Bin Lot:17085 | 1 | Ref: 8516H |
| Operator 1 | Fiber Power Rear Delivery System | 1 | A52770 |
| Operator 1 | Forest Dental Chair FDC39H | 1 | B140256 |
| Operator 1 | Dental Light | 1 | n/a |
| Operator 1 | Whitening Light | 1 | n/a |
| Operator 1 | Acer Computer Monitor G236HL | 1 | MMLVNAA00571002FAA2482 |
| Operator 1 | Logitech Keyboard K235 | 1 | n/a |
| Operator 1 | Logitech Mouse M170 | 1 | 1717LZO635A8 |
| Operator 1 | Dell Tower Optiplex 3050 | 1 | JSBBOM2 |
| Operator 1 | Sterilog Scanner X-1901C | 1 | 19011912013 |
| Operator 1 | Denmat Flashlite 9163201 | 1 | 2004400020 |
| Operator 1 | Ivoclar Vivodent Triturator Silimat S6 | 1 | 100992 |
| Operator 1 | Seville Classic Tower Fan 10119P | 1 | n/a |
| Operator 1 | Sony Radio ICF-C1 | 1 | 2610573 |
| Operator 1 | Insignia TV | 1 | n/a |
| Operator 1 | Intra Oral Camera | 1 | 10CV0171 |
| Operator 2 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX17F0086 |
| Operator 2 | Covidien Sharps Bin Lot: 17268 | 1 | Ref: 8516H |
| Operator 2 | Fiber Power Rear Delivery System | 1 | A52769 |
| Operator 2 | Forest Dental Chair FDC39H | 1 | B140252 |
| Operator 2 | Dental Light | 1 | n/a |
| Operator 2 | Welch Allyn O2 Machine | 1 | n/a |
| Operator 2 | Dell Medit Tower | 1 | 23SG3Y2 |
| Operator 2 | APC Medit Back UP | 1 | n/a |
| Operator 2 | Dell Medit Keyboard | 1 | CN-ON6R8GPRC0078J04CYA02 |
| Operator 2 | Logitech Medit Mouse M170 | 1 | 1717LZ0K34D8 |
| Operator 2 | Dell Medit Monitor | 1 | CN-0488CGWS200982300LA11 |
| Operator 2 | Intra Oral Medit Scanner I500 | 1 | ANZ101100068 |
| Operator 2 | Core Implant Cart | 1 | n/a |
| Operator 2 | Straumann Implant Motor U1095749000 | 1 | 100780 |
| Addendum - Other Items | | | |
| | Box of toothpaste 70-2010-S6SG-4 | 19 | |
| | Crest toothpaste 4-05-13-10 | 24 | |
| | General Electric Fridge | 1 | GDE21DSKFKSST11315407 |
| | Panasonic Microwave | 1 | EB039751140417706110365 |
| | Primo | 1 | 1708020531 |
| | Office Table | 1 | |
| | Office Chairs | 7 | |
| | Lockers (4x4), (2x2) | 4 | |
| | Samsung TV | 1 | |
| | Landrover Discovery | 1 | SALRG2RV5K2412525 |
| | All syringes | | |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|----------|-------------------------|----------|---------------|
| | All medical instruments | | |
| | All gloves | | |
| | All PPE | | |

SCHEDULE 5

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Calgary Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|------------------------------|---------------------------------------------------------|----------|--------------------------|
| Front waiting area | Black chairs | 18 | |
| Front waiting area | flatscreen tv | 1 | Unknown |
| Reception area | Steno chairs | 4 | |
| Reception area | Dell Monitor keyboard & mouse | 1 | CN-07PTNN |
| Reception area | Epson Printer/scanner | 1 | X7Y9061642 |
| Reception area | Dell Monitor keyboard & mouse | 1 | CN-07PTNN |
| Reception area | Dell Monitor keyboard & mouse | 1 | CN-07PTNN |
| Reception area | Dell modems | 1 | 20835264027 |
| Reception area | Epson Scanner | 1 | X8PZ072912 |
| Reception area | Epson Scanner | 1 | X8PZ072910 |
| Reception area | Dell Monitor keyboard & mouse | 1 | CN-07PTNN |
| Staff room | tables | 2 | |
| Staff room | chairs, misc | 5 | |
| Staff room | microwave | 1 | |
| Staff room | keurig | 1 | |
| Storage Room | epson printers (not in use) | 2 | |
| Server room | BENQ monitor | 1 | unknown |
| Server room | UNV Network video recorder | 1 | 210235XDPJ3223000002 |
| Server room | Dell Power Edge T440 | 1 | 3T0FWM3 |
| Server room | APC | 1 | 3S2142X40856 |
| Server room | Router | 2 | 3AS2455G0011C/unknown |
| Electrical room | Acer desktop computer, not in use | 1 | |
| Controlled Substances Onsite | Xylocaine | 8 | 20 ml each |
| Controlled Substances Onsite | Flumazenil | 4 | 5 mg each |
| Controlled Substances Onsite | Epinephrine | 10 | 1 ml each |
| Controlled Substances Onsite | Phenylephrin Hydrochloride | 15 | 10 mg |
| Controlled Substances Onsite | Clyndomyasin | 43 | 2 ml each |
| Controlled Substances Onsite | Triazolam | 1 | pill form |
| Controlled Substances Onsite | Fentanyl | 28 | 2 ml each |
| Controlled Substances Onsite | Dexamethasone Omega | 14 | 5 ml each |
| Controlled Substances Onsite | Ketoralac | 29 | 30 mg each |
| Controlled Substances Onsite | Metoclopramide | 29 | 10 mg each |
| Controlled Substances Onsite | Midazolam | 9.5 | 10 ml each |
| Controlled Substances Onsite | Naloxone Case | 3 | .4 mg |
| Controlled Substances Onsite | Dental Emergency Kit: Mylan Nitro Spray | 1 | |
| Controlled Substances Onsite | Dental Emergency Kit:Xylocaine | 2 | 20 mg |
| Controlled Substances Onsite | Dental Emergency Kit: Flumazenil | 6 | 5 mg |
| Controlled Substances Onsite | Dental Emergency Kit: Epinephrine | 10 | 1 ml each |
| Controlled Substances Onsite | Dental Emergency Kit: Diphenhydramine | 10 | 1 ml each |
| Controlled Substances Onsite | Dental Emergency Kit: Bottle of Aspirin | 1 | |
| Controlled Substances Onsite | Dental Emergency Kit: Atrophine | 10 | 1 ml each |
| Controlled Substances Onsite | Dental Emergency Kit: Naloxone | 6 | .4 mg each |
| Controlled Substances Onsite | Dental Emergency Kit: Phenylephrine | 11 | 1 ml each |
| Controlled Substances Onsite | Dental Emergency Kit: Allerject | 1 | .3 mg |
| Controlled Substances Onsite | Dental Emergency Kitd: Epinephrine inject | 1 | |
| Controlled Substances Onsite | Dental Emergency Kit: Aposalbutamol (inhaler) | 1 | 100 mcg |
| Xray Room | Dell Modem | 1 | JCZ50M3 |
| Xray Room | Dell Monitor | 1 | CN-07PTNN |
| Xray Room | Dell Keyboard | 1 | JK-8500EU-2101 |
| Xray Room | Dell Mouse | 1 | not available |
| Xray Room | Axeos Xray Machine | 1 | 10812 |
| Xray Room | DentSply Sirona Computer, Model 6543131 | 1 | 51245 |
| Xray Room | Strawmann Surgical Magic Pro with CAFL | 1 | not available |
| Xray Room | Duo Pen | 1 | not available |
| Xray Room | Dentply | 1 | not available |
| Xray Room | Office chair | 1 | not available |
| Xray Room | Desk | 1 | not available |
| Xray Room | Dell Modem | 1 | not available |
| Sterilization Room | Midwest Automate | 1 | 7245 |
| Sterilization Room | Isonic | 1 | 1017 0122085 |
| Sterilization Room | Lexa 1 W&H Sterilizing machine | 1 | 162302 |
| Sterilization Room | Lexa 2 W&H Sterilizing Machine | 1 | 162320 |
| Sterilization Room | Hydrim #1 L110w by Scican | 1 | 400122D00008 |
| Sterilization Room | Hydrim #2 - Scican L110w by Scican | 1 | 400122D00004 |
| Sterilization Room | 3m Attest | 1 | 508851 |
| Sterilization Room | Sterilog Mach1 label machine | 1 | not available |
| Sterilization Room | IPAD for Sterilog machine | 1 | SCS2096 |
| Patient Room #1 | Small chair - Takara Belmont | 1 | 063892 |
| Patient Room #1 | Renfert Promix | 1 | A1375252 |
| Patient Room #1 | Lite Magnet | 1 | not available |
| Patient Room #1 | Cavitron Plus Gen 136 | 1 | G136-105613 |
| Patient Room #1 | Cavitron Tap on Foot Pedal | 1 | PIN81861 |
| Patient Room #1 | Dell Monitor | 1 | CN-07PTNN |
| Patient Room #1 | Dell Keyboard IEC 60950-1 | 1 | not available |
| Patient Room #1 | Dell Mouse | 1 | CN 065K5F-L0300-162-OC9V |
| Patient Room #1 | Dell Modem | 1 | DPIN G8TFXA00 |
| Patient Room #1 | Sterilog Model X-1901C | 1 | 1934321090046 |
| Patient Room #1 | Belmont Xray Controller Model AR-55-WKCT01 | 1 | EX21L0582 |
| Patient Room #1 | Belmont Xray Head Model #505-H | 1 | EH21L0582 |
| Patient Room #1 | Takara Company - Belmont Dental Chair Model QSW-C | 1 | 89581 |
| Patient Room #1 | Belmont Dental Delivery Unit (suction/water etc.) | 1 | VW21E0235 |
| Patient Room #1 | Belmont Clesta LED Dental Light | 1 | AV21K0328 |
| Patient Room #1 | Side Chair - Takara brand - Model #99 | 1 | 63888 |
| Patient Room #1 | Pediatric dental apparatice - no information on machine | 1 | not available |
| Patient Room #1 | Monitor in ceiling | 1 | not available |
| Patient Room #1 | Samsung TV | 1 | 09P03CPRB01437V |
| Patient Room #2 | Cavitron Plus and Sterilog Model X-1901C | 1 | 1934321 090060 |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Calgary Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|-----------------|-------------------------------------------------------------------|----------|------------------------------|
| Patient Room #2 | Cavitron Plus Foot Pedal | 1 | PIN81861 |
| Patient Room #2 | Dell Monitor | 1 | CN 07PTNN |
| Patient Room #2 | Dell Keyboard | 1 | not available |
| Patient Room #2 | Dell Mouse | 1 | not available |
| Patient Room #2 | Belmont Delivery Unit (suction/water etc). | 1 | VW#21E0238 |
| Patient Room #2 | Belmont Phot X IS Xray Controller | 1 | EX21L0575 |
| Patient Room #2 | Belmont Xray Head Model #505-H | 1 | EH21L0575 |
| Patient Room #2 | Takara Brand Chair | 1 | 063893 |
| Patient Room #2 | Belmont Patient Chair | 1 | 89581 |
| Patient Room #2 | Belmont Clesta LED Dental Light | 1 | AV21K0335 |
| Patient Room #2 | Side Chair - Takara brand - Model #99 | 1 | 063884 |
| Patient Room #2 | Samsung TV | 1 | 09P03CVRC01531E |
| Patient Room #2 | Renfert Promix | 1 | A1375268 |
| Patient Room #2 | Monitor in ceiling | 1 | not available |
| Patient Room #2 | Dell Modem | 1 | Tag: 4JK30M3 |
| Patient Room #2 | Lite Magnet | 1 | 2200700013 |
| Patient Room #3 | Belmont Chair - Takara brand | 1 | 063886 |
| Patient Room #3 | Samsung TV | 1 | 09P03CPRB01440E |
| Patient Room #3 | Small chair - Takara Belmont | 1 | 063895 |
| Patient Room #3 | Dell Monitor | 1 | CN07PTNN |
| Patient Room #3 | Dell keyboard | 1 | not available |
| Patient Room #3 | Dell mouse | 1 | not available |
| Patient Room #3 | Dell Modem | 1 | Tag: 7KK30M3 |
| Patient Room #3 | Sterilog X1901C | 1 | 1934321090050 |
| Patient Room #3 | Belmont Dental Delivery Unit (suction/water etc.) with foot pedal | 1 | VW21C0185 |
| Patient Room #3 | Belmont Patient Chair QSW-C | 1 | Ref: 89581 |
| Patient Room #3 | Clesta LED Light Model AL-302C-NA-PN | 1 | AV21K0339 |
| Patient Room #3 | Renfert Promix | 1 | A1376918 |
| Patient Room #3 | Lite Magnet | 1 | not available |
| Patient Room #3 | Belmont X-Ray Head Model 505-H | 1 | EH21K0126 |
| Patient Room #3 | Belmont X-Ray Controller | 1 | EX21K1026 |
| Patient Room #3 | Monitor in ceiling | 1 | not available |
| Patient Room #6 | Small chair - Takara Belmont | 1 | not available |
| Patient Room #6 | Cavitron Plus IC4681B-DPD | 1 | 81842 |
| Patient Room #6 | Dell Monitor | 1 | CN-07PTNN |
| Patient Room #6 | Dell Keyboard | 1 | not available |
| Patient Room #6 | Dell Mouse | 1 | not available |
| Patient Room #6 | Belmont Phot XIS Xray Controller | 1 | EX21L0581 |
| Patient Room #6 | Sterilog Model X-1901C | 1 | 190122010088 |
| Patient Room #6 | Dell Modem | 1 | not available |
| Patient Room #6 | Belmont Xray Head Model #505-H | 1 | EH21L0581 |
| Patient Room #6 | Belmont Dental Delivery Unit (suction/water etc.) | 1 | VW21E0245 |
| Patient Room #6 | Belmont Patient Chair UL3602 | 1 | 89581 |
| Patient Room #6 | Clesta LED Light Model AL-302C-NA-PN | 1 | AV21K0345 |
| Patient Room #6 | Pediatric dental apparatus - no information on machine | 1 | not working |
| Patient Room #6 | Small chair - Takara Belmont | 1 | 063887 |
| Patient Room #6 | Small leather footstool | 1 | not available |
| Patient Room #6 | Samsung TV | 1 | 09P03GT100760M |
| Patient Room #6 | Monitor in ceiling | 1 | not available |
| Patient Room #5 | Cavitron Plus | 1 | 136-104558 |
| Patient Room #5 | Sterilog X-1901C | 1 | 1934231090047 |
| Patient Room #5 | Dell Monitor | 1 | CN-07PTNN |
| Patient Room #5 | Dell Keyboard | 1 | 167-OE5-A04 |
| Patient Room #5 | Dell Mouse | 1 | not available |
| Patient Room #5 | Dell Modem | 1 | G8TFXA00T502 |
| Patient Room #5 | Monitor in ceiling | 1 | not available |
| Patient Room #5 | Belmont Xray Controller Model AR-55-WKCT01 | 1 | EX21L0574 |
| Patient Room #5 | Belmont Xray Head Model #505-H | 1 | EH21L0574 |
| Patient Room #5 | Belmont Dental Delivery Unit (suction, water etc.) | 1 | VW21E0234 |
| Patient Room #5 | Belmont Patient Chair | 1 | not available |
| Patient Room #5 | Clesta LED Light Model AL-302C-NA-PN | 1 | AV21K0332 |
| Patient Room #5 | Samsung TV | 1 | 09P03CVRC01532V |
| Patient Room #4 | Cavitron Plus D00379063-11 | 1 | 72021091 |
| Patient Room #4 | Belmont Xray Controller Model AR-55-WKCT01 | 1 | EX21K0129 |
| Patient Room #4 | Belmont Xray Head Model #505-H | 1 | EH21K0129 |
| Patient Room #4 | Dell Monitor | 1 | CN-07PTNN |
| Patient Room #4 | Dell Keyboard IEC 60950-1 | 1 | 167-0BRS-A04 |
| Patient Room #4 | Chair QSW-C | 1 | Ref: 89581 |
| Patient Room #4 | Clesta LED Light Model AL-302C-NA-PN | 1 | AV21K0330 |
| Patient Room #4 | Primscan Cart | 1 | not available |
| Patient Room #4 | Belmont Dental Delivery Unit (water,suction etc.) | 1 | VW21E0242 |
| Patient Room #4 | Samsung TV | 1 | 09P03CGT100767V |
| Patient Room #4 | Monitor in ceiling | 1 | not available |
| Patient Room #7 | Empty | | |
| Dentist Office | Office chairs | 2 | not available |
| Dentist Office | Epson Printer Workforce Pro | 1 | X7Y9061565 |
| Dentist Office | Side Chair - Takara brand - Model #99 | 1 | not available |
| Dentist Office | Dell Monitor | 1 | CN-07PTNN |
| Dentist Office | Dell Keyboard | 1 | not available |
| Dentist Office | Dell Mouse | 1 | not available |
| Dentist Office | Neodent Easy Guide | 3 | not available |
| Dentist Office | Renfert Promix | 3 | A1375366, A1377021, A1375259 |
| Dentist Office | Dentsply Sirona | 1 | 662053 |
| Dentist Office | Cisco Phone | 1 | FCH25213MNH |
| Dentist Office | Bovie High Temperature Cautery Kit | 1 | not available |
| Dentist Office | Dell Modem | 1 | GSTFXADDJ502 |
| Dentist Office | Samsung TV | 1 | 09P03CGT100753A |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Calgary Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|----------------|-------------------------------|----------|---------------|
| Dentist Office | Foot control pad | 1 | 021Y1025 |
| Dentist Office | Strawmann Surgical Magic Pro | 1 | 01Z 02473 |
| Dentist Office | Implanter Dental Implant Unit | 1 | P2110675L |
| Dentist Office | Foot pedal | 1 | 211MF4 |

SCHEDULE 6

Delta Dental Corp. ("DDC")
Interim Statement of Receipts and Disbursements
For the Period Ended September 8, 2022

| | | Notes |
|-------------------------------------|-------------------------|--------------|
| Receipts: | | |
| Cash held in financial institutions | \$ 88,896 | 1 |
| Accounts receivable | 4,047 | 2 |
| Total receipts: | <u>92,943</u> | |
| Disbursements: | | |
| Contractor fees | 32,064 | 3 |
| Payroll | 8,047 | 4 |
| Operating expenses | 2,640 | |
| GST Paid | 47 | |
| Total disbursements: | <u>42,797</u> | |
| Net available cash: | <u><u>\$ 50,146</u></u> | |

Notes - general:

1. On August 23, 2022 (the "Filing Date"), the Court of King's Bench of Alberta granted an Interim Receivership Order appointing MNP Ltd. as Interim Receiver over all of the current and future assets, undertakings and property of DDC.

Notes - specific:

1. Represent amounts collected from DDC's account with Scotiabank (the "DDC Account") since the date of interim receivership. As at September 8, 2022 there was \$13,687.85 in the DDC Account, which was set to deposit only.

2. Represents amounts collected from patients and their insurance providers.

3. Represents payments to dentists and hygienists who are retained on a contract basis.

4. Represents payroll, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives.

52 Dental Corporation ("52 Dental")
Interim Statement of Receipts and Disbursements
For the Period Ended September 8, 2022

| | | Notes |
|-------------------------------------|------------------|--------------|
| Receipts: | | |
| Cash held in financial institutions | \$ 91,944 | 1 |
| Accounts receivable | 25,117 | 2 |
| Total receipts: | 117,061 | |
| Disbursements: | | |
| Contractor fees | 16,183 | 3 |
| Payroll | 9,741 | 4 |
| Operating expenses | 1,333 | |
| Total disbursements: | 27,257 | |
| Net available cash: | \$ 89,804 | |

Notes - general:

1. On August 23, 2022 (the "Filing Date"), the Court of King's Bench of Alberta granted an Interim Receivership Order appointing MNP Ltd. as Interim Receiver over all of the current and future assets, undertakings and property of 52 Dental.

Notes - specific:

1. Represent amounts collected from Delta's account with Scotiabank (the "Delta Account") since the date of interim receivership. As at September 8, 2022 there was \$21,930.43 in the DDC Account, which has been set to deposit only.
2. Represents amounts collected from patients and their insurance providers.
3. Represents payments to dentists and hygienists who are retained on a contract basis.
4. Represents payroll, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives.

Faissal Mouhamad Professional Corporation ("FMPC")
Interim Statement of Receipts and Disbursements
For the Period Ended September 8, 2022

| | | <u>Notes</u> |
|-----------------------------------------------|------------------------|--------------|
| Receipts: | | |
| Cash held in financial institutions | \$ 1,281 | 1 |
| Total receipts: | <u>1,281</u> | |
| Disbursements: | | |
| Total disbursements: | <u>-</u> | |
| Excess of receipts over disbursements: | 1,281 | |
| Net available cash: | <u><u>\$ 1,281</u></u> | |

Notes - general:

1. On August 23, 2022 (the "Filing Date"), the Court of King's Bench of Alberta granted an Interim Receivership Order appointing MNP Ltd. as Interim Receiver over all of the current and future assets, undertakings and property of FMPC.

Notes - specific:

1. Represent amounts collected from FMPC's account with RBC since the Filing Date.

SCHEDULE 7

FAISSAL MOUHAMAD PROF CORP
7151 50 AVE
RED DEER, AB T4N 4E4

DATE : 10 Aug 2022

ACCOUNT NUMBER: 56838

AS REQUESTED, WE ARE PLEASED TO CONFIRM THE FOLLOWING COVERAGE IN FORCE ON THE ABOVE ACCOUNT.

| PLAN # | COVERAGE IN FORCE |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 28A TRIPLEGUARD™ | |
| INSURER: ZURICH INSURANCE COMPANY LTD | |
| POLICY NUMBER: 8619962 | |
| EFFECTIVE DATE: January 1, 2022 at 00:01 EST | |
| POLICY EXPIRY: January 1, 2023 at 00:01 EST | |
| LOCATION(S) INSURED: 108-5205 POWER CENTRE BLVD DRAYTON VALLEY, AB T7A 0A5 | |
| EARTHQUAKE DEDUCTIBLE: 5 % of insurance coverage amount subject to a minimum deductible of \$ 50,000 per occurrence | |
| BUILDING CODE : MASONRY | |
| INSURED: MOUHAMAD, FAISSAL FAISSAL MOUHAMAD PROF CORP 985842 ALBERTA LTD | |
| OFFICE CONTENTS (BROAD FORM) : | 1,100,000 |
| DEDUCTIBLE: \$ 1,000 | APPLICABLE TO OFFICE CONTENTS, PRACTICE INTERRUPTION AND COMMERCIAL GENERAL LIABILITY |
| ANNUAL AGGREGATE LIMIT FOR FLOOD: | 1,100,000 |
| ANNUAL AGGREGATE LIMIT FOR EARTHQUAKE: | 1,100,000 |
| VALUABLE PAPERS: | 50,000 |
| ACCOUNTS RECEIVABLE: | 50,000 |
| MONEY & SECURITIES: | 15,000 |
| EMPLOYEE DISHONESTY: | 25,000 |
| CONDOMINIUM UNIT OWNERS - CONTINGENT COVERAGE: | 100,000 |
| PRACTICE INTERRUPTION: ACTUAL LOSS SUSTAINED | |
| COMMERCIAL GENERAL LIABILITY: | |
| - EACH OCCURRENCE | 5,000,000 |
| - PERSONAL INJURY | 5,000,000 |
| - MEDICAL PAYMENTS (ANY ONE PERSON) | 25,000 |
| - GENERAL AGGREGATE | 10,000,000 |
| - AGGREGATE PRODUCTS - COMPLETED OPERATIONS | 10,000,000 |
| - TENANT'S LEGAL LIABILITY | 5,000,000 |
| EQUIPMENT BREAKDOWN: | NO |
| LOSS PAYABLE: | |
| THE TORONTO-DOMINION BANK 4902 GAETZ AVE RED DEER AB T4N4A8 | |

In the event of a discrepancy between this confirmation document and your insurance policy, the terms of your insurance policy shall prevail.
All limits of insurance premiums and other amounts are expressed in Canadian Currency.

FAISSAL MOUHAMAD PROF CORP

DATE : 10 Aug 2022

CONTINUATION OF COVERAGE

ACCOUNT NUMBER: 56838

AS REQUESTED, WE ARE PLEASED TO CONFIRM THE FOLLOWING COVERAGE IN FORCE ON THE ABOVE ACCOUNT.

| PLAN # | COVERAGE IN FORCE |
|-----------|----------------------|
|-----------|----------------------|

BILLING FREQUENCY: MONTHLY

PKC

08/10/2022

PAGE 2

TAB 13

Action No.: 2203-12557
E-File Name: EVK22FAISSAL
Appeal No.: _____

IN THE COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

P R O C E E D I N G S

Edmonton, Alberta
September 16, 2022

Transcript Management Services
Suite 1901-N, 601-5th Street SW
Calgary, Alberta T2P 5P7
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1 Proceedings taken in the Court of King's Bench of Alberta, Courthouse, Edmonton, Alberta

2
3
4 September 16, 2022

Morning Session

5
6 The Honourable
7 Justice Mah

Court of King's Bench of Alberta

8
9 S. Trace
10 M. Park

For Royal Bank of Canada
For Faissal Mouhamad Professional Corporation,
McIvor Developments Ltd., 985842 Alberta Ltd.,
11 52 Wellness Centre Inc., Paradise McIvor
12 Developments Ltd., Michael Dave Management
13 Ltd. and Faissal Mouhamad

14
15 (No Appearance)

For Fetoun Ahmad, Delta Dental Corporation and
16 52 Dental Corporation

17 K. Rylands

For MNP Limited

18 B. Findlater

For Mahmoud Mohamad

19 J. Roadhouse

For Ghalib Hadi

20 (Agent for L. Richards)

21 D. Neilson

Court Clerk

22
23
24 THE COURT:

Counsel, I am in the courtroom because we have
25 some individuals who I assume are interested parties who have attended in person. So, I hope
26 that does not cause any difficulty for anyone. So, I will just ask those attending by way of
27 Webex whether you can see and hear me clearly, and if you cannot then to let me know right
28 now.

29
30 Okay. I have not heard anyone express that they cannot see or hear me, so I will proceed.

31
32 This is going to take me about half an hour to get through, so you should just sit back and
33 relax.

34
35 **Decision**

36
37 THE COURT:

The Royal Bank of Canada, or RBC, makes an
38 application for a receivership order against a number of defendants. RBC already has an
39 interim receivership order against Faissal Mouhamad PC, which I will call FMPC, 52 Dental
40 and Delta Dental as a result of Justice Hillier's order of August 23rd. It now seeks a full
41 receivership order in respect of those defendants, as well as the defendants 985, 52 Wellness,

1 and Michael Dave Ltd. Alternatively, it seeks an interim receivership order in respect of 985,
2 52 Wellness, and Michael Dave Ltd.

3
4 Because Mr. Park, acting for some of the defendants, said he did not have time since being
5 served with the amended notice of application on September 9th to respond to the relief
6 sought against 985, I adjourned the application in respect of 985 only to September 29th at
7 2 PM.

8
9 Further, it should be noted that RBC seeks no remedy at this time against the defendant
10 McIvor Developments.

11
12 Now, by way of background, Faissal Mouhamad is a practising dentist in Alberta. His spouse
13 is Fetoun Ahmad. Faissal Mouhamad is the principal, sole director, and shareholder, and de
14 facto controlling mind of most of the corporate defendants. Fetoun Ahmad is the sole director
15 and shareholder of Delta Corp. and 52 Dental. Faissal Mouhamad and FMPC operated or
16 operates a dental clinic under the trade name Delta Dental in Red Deer, Alberta. McIvor
17 Developments owns a parcel of undeveloped land at or near De Winton, Alberta.

18
19 In respect of the Red Deer dental practice, FMPC is indebted to RBC in the sum of \$632,627
20 as of August 10th, 2022 under certain credit facilities.

21
22 McIvor Developments is indebted to RBC in the approximate sum of \$2.5 million as of
23 August 15th, 2022.

24
25 McIvor, 985, and Faissal Mouhamad have all guaranteed FMPC's indebtedness. Faissal
26 Mouhamad, FMPC, 985 and Paradise McIvor, another company, have all guaranteed McIvor
27 Development's indebtedness.

28
29 FMPC, as security for its own indebtedness and by guarantee, has granted RBC two general
30 security agreements over its present and future property.

31
32 McIvor Developments, for both its direct indebtedness and by guarantee, has granted to RBC
33 a GSA with a floating charge on land, a subsequent GSA, and a collateral mortgage on the
34 De Winton property.

35
36 985, as collateral for its guarantee obligations, has granted RBC a GSA.

37
38 Paradise McIvor, collateral to its guarantee obligations, has also granted a GSA to RBC.

39
40 Following default, demands were made by RBC on July 28th, 2022 on FMPC and its
41 guarantors, and on August 15th, 2022 on McIvor Developments and its guarantors. There

1 has been no payment to date.

2
3 RBC's main concerns relate to unexplained or not satisfactorily explained transfers to related
4 entities of what they say are secure assets. These assets consist mostly of cash.

5
6 52 Dental was incorporated on December 6th, 2021. Eight days later, Faissal Mouhamad
7 caused the sole director and shareholder of Delta Corp. to be changed from himself to Fetoun
8 Ahmad. It is agreed that Fetoun Ahmad is not a dentist.

9
10 A different dental clinic in Calgary known as 52 Dental Calgary Clinic, apparently operated
11 by 52 Dental, operates out of a building owned by 52 Wellness. Faissal Mouhamad is the
12 sole director and shareholder of 52 Wellness. Faissal Mouhamad also provides dental
13 services at the 52 Dental Calgary Clinic.

14
15 RBC is concerned that the business assets and accounts receivable of FMPC have been
16 transferred to one or more of 52 Dental, Delta Corp., 52 Wellness, and Fetoun Ahmad, none
17 of whom are obligated to RBC by guarantee and that such transfers are out of the ordinary
18 course of business and thereby prohibited by the security. In essence, RBC alleges the funds
19 have been diverted to or for the benefit of Faissal Mouhamad and related entities instead of
20 securing or paying RBC's loans. RBC claims these assets and funds in the hands of other
21 entities and has named those other entities as debtors, relying on section 51 of the PPSA.
22 RBC realizes that the cash it is claiming in the hands of these other entities may have been
23 comingled with cash belonging to others, and/or converted into other assets.

24
25 Ms. Bario (phonetic) swore two affidavits on behalf of RBC, one dated August 19th, 2022
26 and the other September 9th, 2022. In both affidavits she attests to numerous and significant
27 payments from FMPC and 985 to Faissal Mouhamad, Fetoun Ahmad, related companies not
28 obligated to RBC by way of guarantee, and creditors of other related entities. This evidence
29 arises from an examination of FMPC's bank statements. The particulars are set out in
30 paragraphs 65 to 91 of the first affidavit, and 13 to 15 and then 28 to 63 of the second
31 affidavit.

32
33 The two affidavits must be read together in order to understand the full extent of these
34 payments. I will only give but a few examples to illustrate the number and magnitude. Even
35 though we are not dealing with 985 today, in order to complete the narrative I will also
36 recount some payments made by 985 as observed by Ms. Bario in the bank statements.

37
38 So, by way of example, FMPC made payments of more than \$1.1 million to Delta Corp. and
39 52 Dental starting in December 2021. 985 paid a total of \$191,450 for the benefit of 52
40 Wellness in 2021, which Ms. Bario believes was used to acquire the 52 Wellness building.
41 FMPC appears to have paid a total near \$1.4 million to Faissal Mouhamad, Fetoun Ahmad,

1 and other parties or their benefit in 2020, 2021, and 2022, as particularized at paragraph 14
2 of the second affidavit. Ms. Bario noted that 985 appears to have paid in 2020 a sum in excess
3 of \$1.6 million to either Faissal Mouhamad, one or more third party creditors of related
4 parties, or one or more related parties. A sum exceeding \$1 million was paid by 985 in 2021
5 to Faissal Mouhamad, third party creditors, or one or more related parties.

6
7 As stated, I have only provided examples from the two affidavits. The actual extent as
8 observed by Ms. Bario can be appreciated only by reading the affidavits in full.

9
10 RBC is also alarmed that Faissal Mouhamad now claims that the equipment used at Delta
11 Dental was never owned by FMPC and not subject to RBC's security, but was rather owned
12 by Michael Dave Ltd. However, for the financial statements of FMPC for the years 2018
13 through 2020 equipment is valued at between \$576,000 and \$1.46 million. Faissal
14 Mouhamad says this is a mistake in the financial statement, when nonetheless they were
15 provided to RBC and relied upon.

16
17 FMPC reported holding no cash during the fiscal years 2020 and 2021, and reported income
18 does not align with the movement of cash as described. There were also anomalies in the
19 personal net worth reported by Faissal Mouhamad on behalf of himself and Fetoun Ahmad
20 on March 31st, 2022. He reported his annual income as \$80,000 and Fetoun Ahmad's annual
21 income as \$30,000. He had no other income or investment income reported and did not
22 indicate he was being paid dividends from any corporation. The reported annual income is
23 greatly exceeded by payments flowing to or on behalf of Faissal Mouhamad and Fetoun
24 Ahmad or related entities by FMPC and 985. Further, Faissal Mouhamad did not disclose all
25 of his business interests, including failing to disclose that he owns 52 Wellness and Michael
26 Dave Ltd.

27
28 RBC then noted that beginning in July of 2022 deposits from the Red Deer clinic were being
29 diverted to a different bank. From RBC's perspective, the business of Delta Dental had been
30 transferred from FMPC to Delta Corp.

31
32 In summation, RBC says the replacement of FMPC with Delta Corp. as the operating entity
33 for the Red Deer clinic, the unexplained transfers, the diversion of receivables, and less than
34 forthright representations made by Faissal Mouhamad have resulted in RBC's loss of
35 confidence in Faissal Mouhamad and FMPC's ability to operate the Red Deer clinic and in
36 RBC's security being jeopardized. The only way RBC can salvage its security, it submits, is
37 by having a receiver appointed over the original debtors, as well as those corporate entities
38 to whom secure assets have been transferred, mostly in the form of cash.

39
40 RBC says that FMPC and FM have breached their covenants to not dispose of assets, except
41 in the ordinary course of business, to maintain a deposit account at RBC, to protect the

1 collateral, to maintain proper books of account, and among other breaches not the least of
2 which is to pay the indebtedness.

3
4 Now, I am going to talk about the De Winton lands for a moment. The De Winton lands are
5 subject to an offer to purchase by Sameer Altalaj (phonetic) for \$4.2 million, which is
6 scheduled to close on November 10th this year. The situation was complicated in that
7 Faissal's brother Mahmoud claims a 50 percent interest in both McIvor Developments and
8 the De Winton land, has filed a caveat and certificate of lis pendens, or CLP, and seeks \$3
9 million in damages in his lawsuit which was started in July 2020.

10
11 Faissal Mouhamad's counsel has scheduled an application to strike the caveat and CLP for
12 October 28th, 2020, which if successful, according to counsel, will allow the sale to close.

13
14 Still yet a further complication is that the business of the Red Deer dental clinic is subject to
15 a proposed sale by FMPC, Faissal Mouhamad, and purportedly Michael Dave Ltd. to fellow
16 dentist Ghalib Hadi. The purchase price for the Red Deer clinic is \$2.1 million with a
17 \$100,000 irrevocable deposit already having been made and a second \$475,000 irrevocable
18 deposit to be made on September 30th, 2022, with a balance of \$1.4 million due on December
19 31st, 2022. However, Jovica, a separate creditor of a related entity, must be paid \$1 million
20 out of this transaction.

21
22 RBC is skeptical of the terms and conditions of both deals. Indeed, RBC questions whether
23 the De Winton deal is bona fide, and even so submits that the lawsuit commenced by
24 Mahmoud makes the sale unlikely.

25
26 Faissal Mouhamad's position is that the business assets of Delta Dental were never owned
27 by FMPC and never subject to RBC's security, despite what FMPC's financial statements
28 may have said. Faissal Mouhamad deposes that at no time did he represent to RBC that any
29 of the tenant improvements and equipment at Delta Dental were owned by FMPC. He says
30 rather they are owned by Michael Dave Ltd. He deposes that FMPC provided management
31 services to Delta Dental and was responsible for payables and receivables. In late 2021, with
32 RBC's consent, those functions were transferred to Delta Corp. That is because Faissal
33 Mouhamad wanted to focus on patients and Fetoun Ahmad wanted to get more involved in
34 the business. But deposits were still made into the RBC account. Then, in July of 2022,
35 Faissal Mouhamad and FMPC were advised by RBC in effect to go get another bank and
36 Faissal Mouhamad says acting upon RBC's direction they then directed the business deposits
37 to a different bank.

38
39 With regard to the Calgary clinic, Faissal Mouhamad says that all equipment is owned or
40 leased by 52 Dental. The Calgary and Red Deer clinics are separate operations, separately
41 financed and only overlap because the same two dentists provide services to both. He says

1 that RBC has always been aware of this separate operation.

2
3 Faissal Mouhamad and FMPC say they do not dispute the indebtedness, the default, nor the
4 enforceability of RBC's security. They say rather that a receivership order is an extraordinary
5 remedy that should not be lightly granted. They say there is another way out, and that is to
6 order a judicial sale of the De Winton lands with a short redemption period and the Altalaj
7 offer to stand basically as a default offer.

8
9 Based on the authorized offer itself, the proceeds of sale will be more than enough to pay out
10 the totality of RBC's indebtedness. They say that accordingly RBC is well secured and in the
11 meantime is protected by the interim receivership order.

12
13 Faissal Mouhamad also says that the transfers and transactions referred to in Ms. Bario's
14 affidavits have been misinterpreted by RBC, that RBC has jumped to conclusions and that
15 these transactions are largely explained in his affidavit.

16
17 Fetoun Ahmad submits that the transfers complained of by RBC so far as they concern her,
18 Delta Corp., and 52 Dental were in the ordinary course of business. Delta Corp. has taken
19 over the administration duties from FMPC, has earned fees for services, and has used funds
20 to pay the bills and expenses of the Red Deer practice. In respect of 52 Dental, FMPC lent
21 money as start-up costs which have been secured by a promissory note and caveat. She
22 asserts that none of the transfers were fraudulent.

23
24 On behalf of Mahmoud Mouhamad it was submitted that a judicial listing as proposed by
25 Faissal Mouhamad's counsel is not appropriate relief. It is merely a collateral attack on
26 Mahmoud's action, which would render Mahmoud's claim redundant. Mahmoud says his
27 position is that the proposed sale to Altalaj is not arm's length, under value, and did not
28 follow proper process to produce the best price. Mahmoud's counsel pointed out that RBC
29 has, in his submission, prudently excluded McIvor Developments from its receivership
30 application, given the issues posed by Mahmoud's claim of a 50 percent beneficial interest
31 in the De Winton lands, which puts into question the extent and validity of RBC's security
32 on those lands.

33
34 Mr. Badiola, although not officially retained, put in an appearance for the Jovica creditors,
35 requested an adjournment, and opposed the receivership order.

36
37 Mr. Roadhouse appeared on behalf of Dr. Hadi and also asked for an adjournment of the
38 entire application. Since I did not grant that application, except as it relates to 985, Mr.
39 Badiola and Mr. Roadhouse had no further submissions.

40
41 Ms. Rylands, on behalf of the interim receiver, referred me to the interim receiver's first

1 report. The interim receiver expressed concern about some \$100,000 worth of payments
2 made out of the Bank of Nova Scotia account to Faissal Mouhamad on the day before the
3 interim receivership order was granted. She noted concern regarding the handling of
4 controlled substances in both the Delta clinic and 52 clinic. The interim receiver has been
5 unable to prepare a meaningful cash flow statement. It was submitted on behalf of the interim
6 receiver that the financial condition of the debtors and the ownership of assets remain
7 uncertain. By implication these issues will not be addressed within the powers granted under
8 the interim receivership order.

9
10 So, the first question I pose to myself is whether the receivership order should be granted at
11 all. Whether or not a receivership order should be granted is determined by the just and
12 convenient test set out in section 243 of the *Bankruptcy and Insolvency Act*, and section 13(2)
13 of the *Judicature Act*, and as informed by the factors enumerated by Justice Romaine in the
14 *Paragon* case.

15
16 I am cognizant of the authority from the Court of Appeal that receivership should be a
17 remedy of last resort, even where contractually provided for, if there is a remedy that is less
18 drastic that balances the interests of the parties.

19
20 In this analysis I will include other stakeholders, whether named as parties or not.

21
22 From reading the affidavits of Ms. Bario, I am left with an extensive and Byzantine series of
23 financial transactions from which I can reasonably infer that Faissal Mouhamad PC and its
24 principal are attempting to put FMPC's assets beyond the reach of RBC, even though those
25 assets are secured to RBC. I draw that inference because of credibility issues on the part of
26 Faissal Mouhamad arising on the evidence.

27
28 There is first, for which there is no answer, the outright falsification of the March 20, 2022
29 personal net worth statement, which even contradicts much of what Faissal Mouhamad put
30 forward in his evidence to explain the transactions. For example, there was the level of his
31 salary, Fetoun Ahmad's salary, and his failure to disclose his interest in certain corporations.

32
33 There are the representations as to the value of equipment owned by FMPC at the Delta
34 Dental location in Red Deer versus the assertion now that the equipment is owned by Michael
35 Dave Ltd., only explained by saying it is a mistake, but nonetheless was supplied to RBC to
36 be relied upon.

37
38 There is the explanation that the diversion of funds from the RBC deposit account to the
39 Bank of Nova Scotia deposit account was following orders from RBC, when the RBC letter,
40 which was quoted to me by Ms. Trace during argument, said no such thing, nor could be
41 construed to say anything of the sort by any reasonable person, particularly in light of the

1 fact that FMPC had given a covenant to maintain the deposit account at RBC so that it could
2 be linked to the line of credit.

3
4 According to the interim receiver there is no visible evidence that Delta Corp., in the person
5 of Fetoun Ahmad, actually manages Delta Dental so as to justify the transfers. There appears
6 to be the convenient signing of the lease with Michael Dave Ltd. during the interim
7 receivership period to justify payments, yet no mention of the equipment in the lease.

8
9 Because of these various credibility issues, I am not prepared to accept Faissal Mouhamad's
10 explanations that these transactions are all above board and not meant to prejudice RBC.
11 Accordingly, I find there has been a severe dissipation of RBC's security at the hands of
12 Faissal Mouhamad.

13
14 In dealing with some of the *Paragon* factors, RBC will be prejudiced if a receiver is not
15 appointed. RBC, as secured creditor, needs to trace missing assets mostly in the nature of
16 cash. Thus the risk of a security holder of losing its security is significant. A court
17 appointment would arm the receiver as an officer of the Court with the necessary powers to
18 determine where the assets have gone and among the related entities which assets are subject
19 to the security. The conduct of Faissal Mouhamad also supports the appointment of the
20 receiver.

21
22 Mr. Park attempted to throw some shade on the conduct of RBC in his written brief. I do not
23 consider the letter sent advising FMPC to go elsewhere to constitute unclean hands or
24 conduct that should deprive RBC of a receiver. Rather, it was Faissal Mouhamad who used
25 the letter by giving it an improbably interpretation to his advantage to justify diverting Delta
26 Dental's revenue elsewhere.

27
28 Further, I have regard to what the interim receiver says in the first report and I paraphrase
29 here. The current situation is untenable. The financial condition of the debtors and the
30 ownership of assets cannot be determined within the interim receivership order, and from
31 that I conclude that a full receivership is indicated.

32
33 Further, there seems to be a real question about who was actually running the business, with
34 Faissal Mouhamad saying that he is concentrating on dentistry, the interim receiver saying
35 that Fetoun Ahmad is not really providing services through Delta Corp., but it nonetheless
36 being represented that Delta Corp. is the management company, while at the same time
37 FMPC is being represented as the owner of the files and the goodwill. The situation is far
38 from clear and requires clarity.

39
40 With respect to the original defendants subject to the interim receivership order, I conclude
41 that it is just and convenient to grant the full receivership order.

1
2 I will now move on to whether the receivership order should relate to the additional entities,
3 in this case 52 Wellness and Michael Dave Ltd.
4

5 First of all, I make the observation that transferring assets that are secured under a perfected
6 security interest does not obliterate the security interest, nor the revenues that attach. This
7 would include the transfer, disposal, or gifting of money. At this point it is not necessary to
8 engage in any sort of analysis with respect to whether a fraudulent preference has occurred
9 within the meaning of the *Fraudulent Preferences Act*, or the *Statute of Elizabeth*, and still
10 less under the BIA, since there was no bankruptcy. Rather, by invoking section 51 of the
11 PPSA, RBC is saying that the assets of FMPC covered by its security and the contractual
12 remedies attaching thereto remain intact regardless of whether the assets were transferred or
13 given to someone else. In this case, those assets, mostly cash, have been transferred or given
14 to related persons or entities. In order for RBC to realize upon its security, there must be
15 some kind of determination as to the disposition of the assets, whether those assets consisting
16 primarily of cash. have been comingled or have been converted. In this regard, I specifically
17 refer to the building owned by 52 Wellness.
18

19 This is further not a case where RBC seeks prejudgment attachment against the additional
20 entities. RBC does not ask for a monetary judgment and enforcement against the assets of
21 the additional entities generally. Rather, it seeks to recover the assets that are covered by its
22 security.
23

24 Given that cash is easily transferred and transformed, I see no way for RBC to determine, in
25 the words of the interim receiver, the financial condition of the debtors and the ownership of
26 the assets unless a receivership order is granted. Therefore, I find that it is just and convenient
27 that the receivership extend to 52 Wellness and Michael Dave Ltd.
28

29 A receivership order under section 13(2) of the *Adjudicature Act* is an equitable discretionary
30 remedy. RBC speaks of registering new financing statements in respect of these additional
31 parties within 15 days of learning of the transfers, and thus complying with any requirements
32 in section 51 of the PPSA. Exercising equitable jurisdiction, I conclude on the facts before
33 me that even without a specific contractual provision authorizing the appointment of a
34 receiver, I would have done so with respect to 52 Wellness and Michael Dave in any event.
35

36 I will now discuss what to do about the alternative proposal put forward regarding the judicial
37 listing.
38

39 That proposal contemplates the Court ordering a judicial sale with a short redemption period
40 and basically approving Mr. Altalaj's offer on the De Winton lands. Under this scheme the
41 proceeds produced would pay out RBC in full. The receivership application should

1 accordingly under this proposal be adjourned until after November 10th to allow the
2 discharge application in respect of Mahmoud's caveat and CLP to proceed and presumably
3 the closing of the sale. If the discharge application is successful, then the deal will close as a
4 judicial sale and RBC will be satisfied. If the application is not successful, the receivership
5 application can simply resume on a date after November 10th.

6
7 Here are the problems I perceive with the proposal. First, it presupposes that Mahmoud's
8 caveat and CLP will be dealt with on October 28th. That will not necessarily be the case.
9 The applications judge could reserve. If the application is successful, Mahmoud could
10 appeal. I heard from Mahmoud's counsel, and it seems to me that Mahmoud is serious about
11 pursuing his claim in the land.

12
13 Second, even if the October 28th application is not finally resolved by November 10th,
14 Faissal Mouhamad and FMPC are prepared to say let the receivership application go ahead
15 after November 10th. The problem with this approach is that even with the interim
16 receivership order in place, the current situation will persist for another 2 months. The status
17 quo for the reasons set out in the interim receiver's report is untenable. It cannot be allowed
18 to go on for another 2 months

19
20 Third, I have to have regard to Mahmoud's interests. His position is that the Altalaj offer is
21 undervalued and the process undertaken inadequate to produce the best price. Since
22 Mahmoud claims a 50 percent beneficial interest in whatever the value of the De Winton is,
23 if I set the price at the Altalaj offer and the sale closes, I am prejudicing Mahmoud's interests.

24
25 For those reasons, I do not see the alternative proposal as either adequate or even viable.

26
27 As for simply delaying this application or staying any receivership order until after the
28 application to strike to see if the Altalaj sale can close, Faissal Mouhamad says there is no
29 problem because RBC is well secured with the De Winton lands, but again, that assumes that
30 Mahmoud's claim is not valid. This is not a conclusion I can reach at this moment and that
31 has yet to be decided by another Court, or by this Court and by another judge. Further, I have
32 already stated that the status quo concerning the state of the clinic business or both of them
33 is untenable.

34
35 Finally, I recognize that Dr. Hadi has a stake in this application. However, without the
36 question of ownership of the equipment at Delta Dental being resolved, it is my view that it
37 is not possible for the transaction to proceed because there is no agreement on how the
38 proceeds will be distributed as between RBC and Jovica. The question of ownership of the
39 equipment and the sale is best left to the receiver to sort out.

40
41 So, in conclusion, I grant the receivership order that is sought, excepting out 985.

1
2 Ms. Trace, I will ask you to first of all draw to my attention any provisions in your proposed
3 order that you think you need to.
4

5 MS. TRACE: Thank you, My Lord. The -- the proposed order,
6 My Lord, does contemplate the appointment of a receiver over 985, which is in the second
7 sentence of the recitals, and I think we need to cross that out. And that should take care of
8 removing 985 from the order completely.
9

10 My Lord, the -- the receivership order largely follows the template. There have been some
11 changes to it that were requested by the interim receiver -- or well, by MNP Ltd., and -- and
12 we agreed to incorporate those. And largely those are -- and Ms. -- Ms. Rylands can speak
13 to them further, but I understand that those are largely due to requirements of the Alberta
14 Dental -- the Alberta -- the Alberta Dental College, as well as the *Controlled Drugs and*
15 *Substances Act*, and so, those are additions to the order that we have made.
16

17 I am just going to grab my black line if you don't mind, My Lord. I don't have that quite in
18 front of me. Just to see what -- if there's any other provisions in the order that I'd like to draw
19 your attention to. Just give me one moment.
20

21 THE COURT: Okay.
22

23 MS. TRACE: Perhaps while I'm doing that Ms. Rylands can
24 speak to the provisions about the -- that -- that the -- the receiver has requested be added to
25 the order.
26

27 THE COURT: Ms. Rylands.
28

29 MS. RYLANDS: Thank you, My Lord. I will refer to the black line
30 of the template order that was served on us. What these -- those changes in paragraph 3(a)
31 are meant to deal with the requirement that the patient records be handled by a custodian,
32 and that the controlled substances need to be in the possession of a licensed individual. And
33 these are requirements of the Dental College and the legislation.
34

35 The changes in the remainder of the subparagraphs under paragraph section 3 are in line with
36 those (INDISCERNIBLE), as well.
37

38 THE COURT: Okay. I see that.
39

40 MS. RYLANDS: Subparagraph 3(s) again allowing the receiver to
41 contact the (INDISCERNIBLE). And then the only other thing I will speak to, My Lord, is

1 in paragraph 4. So, we have requested that Dr. Mouhamad and Dr. Ghalib Hadi
2 (INDISCERNIBLE) given that their locations (INDISCERNIBLE) practice locations are in
3 Calgary and Red Deer it was (INDISCERNIBLE) that there should be two dentists who are
4 capable of (INDISCERNIBLE).

5
6 THE COURT: I'm sorry, Ms. Rylands.

7
8 MS. RYLANDS: And that would be required --

9
10 THE COURT: You are breaking up a little bit. You are going to
11 have to repeat what you just said.

12
13 MS. RYLANDS: Absolutely, My Lord. My apologies. In paragraph
14 4, (INDISCERNIBLE) ask that Dr. Mouhamad and Dr. Hadi (INDISCERNIBLE) to take
15 control of the controlled substances. Given that there are two dental practice locations we
16 are of the view that we need two dentists (INDISCERNIBLE) controlled substances.
17 (INDISCERNIBLE) to take possession of the (INDISCERNIBLE) to make themselves
18 available to be (INDISCERNIBLE).

19
20 THE COURT: Okay. I see that.

21
22 MS. RYLANDS: If I may defer to Ms. Trace on any other changes
23 to the order that are not with respect to Dental College matters, but please let me know if I
24 should (INDISCERNIBLE) any other (INDISCERNIBLE).

25
26 THE COURT: Okay. Back to you, Ms. Trace.

27
28 MS. TRACE: Thank you. Thank you very much. My Lord, I just
29 want to draw your attention to paragraph 3(o) of the proposed receivership order. That is a
30 provision that we've added that would allow the receiver to conduct examinations under oath
31 of any person with knowledge of the affairs of the debtor that's deemed necessary by the
32 receiver in its -- in its sole discretion. My Lord -- My Lord, we're asking for that today just
33 given the transactions that we identified in Ms. Bario's affidavit. In the event the receiver
34 needs more information and is unable to get that information, we wanted to have that in the
35 order now as opposed to having to come back and incur the cost of getting it later.

36
37 THE COURT: Okay.

38
39 MS. TRACE: And then also subparagraph 3(t), which is another
40 addition to the order that is not in the model receivership order, and it's to assignment debtors
41 or any of them into bankruptcy. My Lord, so I know that sometimes that provision does cause

1 the Court pause, so I did want to bring it to your attention to see if the Court is -- is okay
2 with adding that to the order, or if it would like any -- anything else sort of with respect to
3 that -- that provision.

4
5 THE COURT: Okay. The only thing that I am concerned about is
6 whether that would refer to the individuals, as well. I am just trying to find your definition
7 of "debtors" again.

8
9 MS. TRACE: So, that's right in the recital --

10
11 THE COURT: Oh, I see it. Okay.

12
13 MS. TRACE: -- My Lord, and that would (INDISCERNIBLE)
14 the -- that would just apply to the companies that are subject to --

15
16 THE COURT: Okay.

17
18 MS. TRACE: -- the receivership order.

19
20 THE COURT: Okay. Well, yeah. Then I think that is fine as long
21 as the individuals are not included.

22
23 MS. TRACE: Thank you, My Lord. (v) and (w) are also additions
24 to the receivership order, essentially just allowing the receiver to collect rents and profits
25 from any -- from any property, which is (w), and then (v), to retain any -- any lease
26 agreements related to the property.

27
28 THE COURT: All right.

29
30 MS. TRACE: Just -- I'm just going through to see if there's
31 anything else unrelated to patient records or controlled substances that I would like to draw
32 your attention to.

33
34 Paragraph 9 we added. It's -- it just -- just makes clear that any records that are in the
35 possession of Faissal Mouhamad or Fetoun Ahmad, that those records not be destroyed or
36 altered, deleted, or modified in any manner, and that they would be preserved. My Lord, you
37 might have -- in -- in our -- in the affidavit, the second affidavit of -- of -- of Ms. Bario, as
38 well as the interim receiver's report, there was -- it was identified that records are being
39 shredded. And so, we just want to make clear to affected parties by the order that records
40 need to be preserved.

41

- 1 THE COURT: Okay. You have got references in 7(n) and (i) to
2 both patient records and records. Those are capitalized terms. So, are those different?
3
- 4 MS. TRACE: So, I'm just dealing with paragraph 9 right now.
5 Let me just see what the definition of "records" is.
6
- 7 THE COURT: If it is business records of any of the entities, that
8 is fine, but I mean there are privacy concerns here and you are naming two individuals, and
9 so, their personal records that don't relate to these transactions would be of no interest to you.
10 And I just want to make sure that is excluded --
11
- 12 MS. TRACE: That's correct.
13
- 14 THE COURT: -- that is excluded from the order.
15
- 16 MS. TRACE: To make it clear, My Lord, maybe it makes sense
17 just to add in the words where -- the second sentence where it says without limitation to the
18 extent that Faissal Mouhamad or Fetoun Ahmad or any of them have any records - that's a
19 capital R - if we just add a round bracket and say "excluding patient records" and capitalize
20 "patient records" that --
21
- 22 THE COURT: Okay.
23
- 24 MS. TRACE: -- I believe will solve --
25
- 26 THE COURT: Okay. So, I --
27
- 28 MS. TRACE: -- the concern, address the concern.
29
- 30 THE COURT: I see now that there is a definition of "records" and
31 it relates only to the business records. So, we want to draw a distinction between business
32 records, patient records, and you have done that, and the definition of "records" would
33 exclude any irrelevant personal information.
34
- 35 MS. TRACE: I -- I think it will, because patient records is a -- is
36 an additional definition, but if we want to make it clear we can just -- you know, we can add
37 a small sentence there just saying "excluding any patient records".
38
- 39 THE COURT: Well, it is clear to me that patient records -- it is
40 now clear to me that patient records and records refer to different documents.
41

1 MS. TRACE: Okay. Very good. The -- the remainder of the --
2 the -- the changes, My Lord, I don't believe I need to draw the Court's attention to. Most of
3 them are just sort of technical in nature that need to be made to every order just to make the
4 order specific to the case -- case at hand. So, I don't -- I don't believe that there is any other
5 provisions -- I guess -- I guess I -- at the very end of the order we did add a couple of
6 paragraphs pertaining to service of the order, and those really are just having to do with if
7 we aren't able to get a filed copy of the order, then an unfiled copy -- presentation of an
8 unfiled copy of the signed order will suffice. So, that's paragraphs 41 and 42. It's just to make
9 sure everybody understands that an unfiled copy of the order is sufficient to allow the
10 receiver to commence its work, for service purposes.

11
12 THE COURT: Okay. That is on the theory that an order takes
13 effect on the pronouncement and there is going to be some delay between now and getting
14 the filed order.

15
16 MS. TRACE: That's correct, My Lord.

17
18 THE COURT: Okay. That makes sense to me.

19
20 MS. TRACE: And other than that, there's no other -- there's no
21 other provisions, or I guess modifications to the order from the template that I -- that I -- that
22 I feel is -- is, you know, important enough to draw the Court's attention to.

23
24 THE COURT: Okay. I will now call on any other counsel who
25 wish to comment on the form of order, in particular you, Mr. Park, if you have any comments.

26
27 MR. PARK: No, Sir. I reviewed the form of order prior to court
28 and noted no concerns with it.

29
30 THE COURT: All right, thank you. All right. Any other counsel
31 wishing to comment on the form of order?

32
33 Okay. Since I haven't heard from anyone else, Ms. Trace, I think we can dispense with the
34 process of getting counsel approval.

35
36 MS. TRACE: Thank you. Thank you, My Lord. Do you -- do you
37 have a copy of the order in front of you, or do you need -- do you need me to send it?

38
39 THE COURT: I think I have it. Let me just make sure I have the
40 right version. Okay. I have one that you prepared on September 9th. We do have to take out
41 985 and the date would be wrong.

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MS. TRACE: If you'd like -- if -- if it -- if it pleases the Court, I can quickly make those two revisions and send Brent a revised -- the commercial court coordinator, Mr. Brent Dufault, a revised copy to provide to Your Lordship for signature. Would that --

THE COURT: Yeah, I really don't want to --

MS. TRACE: Would that --

THE COURT: -- go into the order and start amending it myself. So, I think that you ought to do that, just update the order.

MS. TRACE: Thank you very much. So, I will update it to remove reference to 985 and to change the date, and I will -- I will do that right away in the next 10 or 15 minutes and provide Mr. Dufault a copy to provide to Your Lordship.

THE COURT: All right. Thank you, everyone. Counsel, unless I hear from you further, I will see all of you again on September 29th.

MS. TRACE: Thank you, My Lord.

THE COURT: We are adjourned, Mr. Clerk.

PROCEEDINGS CONCLUDED

1 **Certificate of Record**

2

3 I, Dwight Neilson, certify this recording is the record made of the evidence in the proceedings
4 in the Court of King's Bench, held in courtroom 516 at Edmonton, Alberta on the 16th day of
5 September, 2022, and that I, Dwight Neilson, was the court official in charge of the sound-
6 recording machine during the proceedings.

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1 **Certificate of Transcript**

2
3 I, Carolyn Cruickshank, certify that

- 4
5 (a) I transcribed the record, which was recorded by a sound-recording machine, to the best
6 of my skill and ability and the foregoing pages are a complete and accurate transcript of
7 the contents of the record, and
8
9 (b) the Certificate of Record for these proceedings was included orally on the record and is
10 transcribed in this transcript.

11
12 Carolyn Cruickshank, Transcriber
13 Order: TDS-1017545
14 Dated: October 19, 2022

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TAB 14

COURT FILE NUMBER 2203-12557
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANT 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 OF SERVICE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

McMillan LLP
Suite 1700, 421 7th Avenue SW
Calgary, AB T2P 4K9
Telephone: 403-215-2752/ 403-355-3326
Facsimile: 403-531-4720
Email: adam.maerov@mcmillan.ca;
kourtney.rylands@mcmillan.ca
Attention: Adam Maerov and Kourtney Rylands

Interim Receiver
MNP Ltd.
Suite 1500, 640 5th Avenue SW
Calgary, AB T2P 3G4
Telephone: 403-477-9661
Facsimile: 403-269-8450
Email: vanessa.allen@mnp.ca
Attention: Vanessa Allen

I, Irma Alvarado, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I have personal knowledge of the following information, except where I state that it is based on information from another person, in which case, I believe that information to be true.
2. I am an adult person and not a party to this action.

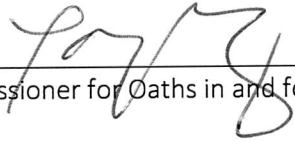
3. Service to the interested parties/creditors in this action have been provided with copies of the following documents, attached hereto as "Exhibit A":
 - a. Letter to service list;
 - b. Copy of Service List ("Service List"); and
 - b. First Report of the Interim Receiver of Faissal Mouhamad Professional Corporation, Delta Dental Corp. and 52 Dental Corporation dated September 9, 2022;

Collectively (the "Materials").

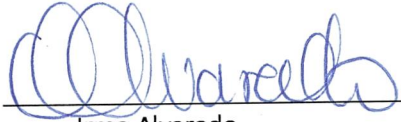
4. I was advised, that on September 9, 2022, Kourtney Rylands, a lawyer with McMillan LLP, served the Materials to the email address' listed on the Service List for:
 - Royal Bank of Canada to Miller Thomson LLP
 - Faissal Mouhamad Professional Corporation, Mclvor Developments Ltd., 985842 Alberta Ltd., 52 Wellness Centre Inc., Paradise Mclvor Developments Ltd., Michael Dave Management Ltd., and Faissal Mouhamad, to Warren Sinclair
 - Fetoun Ahmad also known as Fetoun Ahmed to Cody & Company law Office
 - Delta Dental Corp to Cody &Company Law Office
 - 52 Dental Corporation Corp to Cody &Company Law Office
 - College of Dental Surgeons of Alberta (formerly the Alberta Dental Association and College),
 - The Bank of Nova Scotia
 - The Bank of Nova Scotia
 - 1193770 Alberta Ltd.
 - Patterson Dental Canada, Inc.
 - Nissan Canada Inc.
 - Mahmoud Husen Mohamad
 - Mohamad Mohamad
 - Canada Revenue Agency by email fax
5. That on September 13, 2022, I served the Materials by courier, to the address' listed on the Service List for:
 - CWB National Leasing Inc.
 - Jovica Property Management Ltd.
 - 1105550 Alberta Inc.
 - 1245233 Alberta Inc.
 - Solar Star Holdings Inc.
 - ATB Financial
 - Bank of Montreal

- 6. Attached hereto as Exhibit "B" is a copy of the emails and fax to the Service List dated September 9, 2022 and the delivery receipts.
- 7. Attached as Exhibit "C" is a copy of the courier delivery confirmations to the Service List dated September 12, 13 and 14th, 2022.

SWORN BEFORE ME at the City of Calgary, in)
the Province of Alberta, this 14th)
of September 2022.)
)
)
)



A Commissioner for Oaths in and for Alberta



Irma Alvarado

JENNIFER PARRENO PACQUING
A commissioner for Oaths
in and for Alberta
My Commission expires April 06, 2025
Appointee No. 0764647

EXHIBIT "A"

THIS IS EXHIBIT "A"
referred to in the Affidavit of
Imar Almeida
Sworn before me this 14
day of September, 2022
Jennifer Pacquing
A Commissioner for Oaths in and for Alberta

JENNIFER PARRENO PACQUING
A commissioner for Oaths
in and for Alberta
My Commission expires April 06, 2025
Appointee No. 0764647

Reply to the Attention of: Kourtney Rylands
Direct Line: 403.355.3326
Email Address: kourtney.rylands@mcmillan.ca
Our File No.: 293571
Date: September 9, 2022

[DELIVERED TO THE SERVICE LIST]

Re: **Royal Bank of Canada ("RBC") v. Faissal Mouhamad Professional Corporation, et al (the "Defendants"), Court of King's Bench Action No. 2203 12557 (the "Action") Application to be Heard September 14, 2022 at 2:00 p.m. (the "Application")**

We act as counsel to MNP Ltd. in its capacity as Interim Receiver of Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. pursuant to the Interim Receivership Order granted on August 23, 2022 (the "**Order**").

Pursuant to paragraph 5 of the Order please find enclosed for service upon each of the parties noted in the attached service list an unfiled copy of the First Report of the Receiver dated September 9, 2022 (the "**First Report**"). A filed copy of the First Report will be served on the service list in due course.

Yours truly,



Kourtney Rylands

Encl.

Service List

ROYAL BANK OF CANADA

v.

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

QB Action No. 2203 12557

| Party | Counsel | Address | Delivery |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Royal Bank of Canada | Miller Thomson LLP | 2700, 10155 102 Street Edmonton, AB T5J 4G8 Attention: Susy Trace | Email: strace@millerthomson.com and msiry@millerthomson.com |
| FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD., and FAISSAL MOUHAMAD | Warren Sinclair LLP | #600, 4911 - 51 Street, Red Deer, AB, T4N 6V4 Attention: Matthew R. Park | Via Email: MPark@warrensinclair.com |
| MNP LLP | McMillan LLP | TD Canada Trust Tower, Suite 1700 421 7th Avenue S.W. Calgary, Alberta Canada T2P 4K9 Attention Vanessa Allen, Adam C. Maerov and Kourtney Rylands | Via email: adam.maerov@mcmillan.ca, kourtney.rylands@mcmillan.ca, and Vanessa.Allen@mnp.ca |

| Party | Counsel | Address | Delivery |
|-------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FETOUN AHMAD also known as FETOUN AHMED | Cody & Company Law Office | 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9 Attention: Carli Sylvestre | Via Email: carli@codylaw.ca and Christina@codylaw.ca |
| DELTA DENTAL CORP | Cody & Company Law Office | 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9 Attention: Carli Sylvestre | Via Email: carli@codylaw.ca and Christina@codylaw.ca |
| 52 DENTAL CORPORATION | Cody & Company Law Office | 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9 Attention: Carli Sylvestre | Via Email: carli@codylaw.ca and Christina@codylaw.ca |
| College of Dental Surgeons of Alberta (formerly the Alberta Dental Association and College) | | College of Dental Surgeons of Alberta Suite 402, 7609 – 109 Street NW Edmonton, Alberta T6G 1C3 Attention: Colleen Wetter | Via email: reception@cdsab.ca Via email (Attention: Colleen Wetter): complaintsdirector@adaandc.com |
| Canada Revenue Agency | | Surrey National Verification and Collection Centre 9755 King George Blvd Surrey, BC V3T 5E1 | Fax: 866-219-0311 |
| The Bank of Nova Scotia | | 4715 Tahoe Blvd. Mississauga, ON L4W 0B4 | Via Email: bsc@scotiabank.com |

| Party | Counsel | Address | Delivery |
|---------------------------------|---------|--------------------------------------------------|-------------------------------------------|
| THE BANK OF NOVA SCOTIA | | 10 WRIGHT BOULEVARD STRATFORD, ON N5A7X9 | Via email: collateral.guard@teranet.ca |
| CWB National Leasing Inc. | | 1525 Buffalo Place Winnipeg, MB R3T 1L9 | Via Courier |
| JOVICA PROPERTY MANAGEMENT LTD. | | C/O 500, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |
| 1105550 ALBERTA INC. | | C/O 500, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |
| 1245233 ALBERTA INC. | | C/O 500, 707 - 7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |
| SOLAR STAR HOLDINGS INC. | | C/O 500, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |

| Party | Counsel | Address | Delivery |
|-------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------|
| ATB FINANCIAL | | 3699 - 63 AVENUE N.E. CALGARY, AB T3J 0G7 | Via Courier |
| BANK OF MONTREAL/BANQUE DE MONTREAL | | 2ND FLOOR, 234 SIMCOE ST. TORONTO, ON M5T 1T4 | Via Courier |
| 1193770 ALBERTA LTD. | | C/O 500, 707 - 7TH AVENUE S.W., CALGARY, AB T2P 3H6 | Via Email: dhendrix@hendrixlaw.ca |
| PATTERSON DENTAL CANADA, INC. | | 1205 BLVD HENRI- BOURASSA WEST MONTREAL, QC H3M 3E6 | Via email: absecparties@avssystems.ca |
| NISSAN CANADA INC. | | 5290 ORBITOR DRIVE MISSISSAUGA, ON L4W 4Z5 | Via email: absecparties@avssystems.ca |
| Mahmoud Husen Mohamad | Wilson Laycraft | Suite 650, 211 - 11th Ave SW Calgary, AB T2R 0C6 Attention: Brad Findlater | Via Email: bfindlater@wilcraft.com |

| Party | Counsel | Address | Delivery |
|-----------------|---------|---------|-----------------------------------------------|
| Mohamad Mohamad | | | Via Email: mmohamad@mcivordevelopments.com |

Via email: strace@millerthomson.com; msiry@millerthomson.com; MPark@warrensinclair.com; adam.maerov@mcmillan.ca; kourtney.rylands@mcmillan.ca; Vanessa.Allen@mnp.ca; reception@cdsab.ca; complaintsdirector@adaandc.com; bsc@scotiabank.com; collateral.guard@teranet.ca; dhendrix@hendrixlaw.ca; absecparties@avssystems.ca; bfindlater@wilcraft.com; mmohamad@mcivordevelopments.com; carli@codylaw.ca; Christina@codylaw.ca; 18662190311@efaxds.com;

| | | |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| COURT FILE NO. | 2203-12557 | Clerk's Stamp |
| COURT | COURT OF KING'S BENCH OF ALBERTA | |
| JUDICIAL CENTRE | EDMONTON | |
| PLAINTIFF | ROYAL BANK OF CANADA | |
| DEFENDENTS | 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 | FIRST REPORT OF THE INTERIM RECEIVER OF FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, DELTA DENTAL CORP. AND 52 DENTAL CORPORATION | |
| FILED | September 9, 2022 | |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Counsel McMillan LLP Suite 1700, 421 7th Avenue SW Calgary, AB T2P 4K9 Telephone: 403-215-2752/ 403-355-3326 Facsimile: 403-531-4720 Email: adam.maerov@mcmillan.ca; kourtney.rylands@mcmillan.ca Attention: Adam Maerov and Kourtney Rylands Interim Receiver MNP Ltd. Suite 1500, 640 5th Avenue SW Calgary, AB T2P 3G4 Telephone: 403-477-9661 Facsimile: 403-269-8450 Email: vanessa.allen@mnpc.ca Attention: Vanessa Allen | |

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INTRODUCTION

1. On August 23, 2022 (the “Filing Date”), the Court of King’s Bench of Alberta granted an Interim Receivership Order (the “Order”) appointing MNP Ltd. as Interim Receiver (the “Interim Receiver”) over all of the current and future assets, undertakings and property (the “Property”) of Faissal Mouhamad Professional Corporation (“FMPC”), Delta Dental Corp. (“DDC”) and 52 Dental Corporation (“52 Dental”, collectively the “Companies”).
2. Pursuant to paragraph 4(a) of the Order (“Paragraph 4(a)”), the Interim Receiver was to receive and collect all moneys and amounts now or hereafter owing to the Companies but was to only take possession of the remaining Property upon the Interim Receiver serving and filing with the Court a certificate (the “Certificate”) confirming that a Custodian had been appointed that was acceptable to the Interim Receiver and the Ministry of Health and that there was adequate insurance coverage in place in respect of the business of the Companies. The Interim Receiver notes as follows with respect to Paragraph 4(a):
 - 2.1. Since the Filing Date, the Interim Receiver has had ongoing communication with the Alberta Dental Association and College (the “College”). The College has advised that it is neither the role of the Ministry of Health nor the College to approve custodians and that the term “Custodian” refers to health information and not to drugs, medications, and other controlled substances (as contemplated in the Order), although, Under the *Government Organization Act* and *Controlled Drugs and Substances Act*, only practitioners (including dentists) are able to possess, prescribe, and administer prescription drugs and controlled substances; and
 - 2.2. The College has confirmed that all licensed dentists obtain medical malpractice insurance in conjunction with their license and that the dentists practicing at the Delta Office and the 52 Office (as subsequently defined) are licensed with the College. Although dentists can carry additional coverage, this is not a requirement of the College.
3. As at the date of this report, the Interim Receiver has not filed the Certificate and notes as follows with respect to the requirements of the Certificate:
 - 3.1. While the Interim Receiver understands that the term Custodian, as referenced by the College, does not relate to the Controlled Substances, the Interim Receiver has noted various concerns related to the handling and storage of Controlled Substances at the Delta Office, defined below and has referred these concerns to the College;
 - 3.2. Based on its discussions with the College, the Interim Receiver is satisfied that all practicing dentists carry a base level of medical malpractice insurance. In addition, the Receiver has confirmed that property insurance is in place for both the Delta and the 52 Offices (as

subsequently defined). Accordingly, the Interim Receiver is satisfied that there is adequate insurance coverage in place in respect of the business of the Companies.

4. Copies of the relevant documents relating to these proceedings are available on the Interim Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.
5. The Companies can be summarized as follows:
 - 5.1. FMPC was incorporated in Alberta as a dental professional corporation on November 3, 1999 and has registered trade names of Associates Dental, Delta Dental and Simona Dental. FMPC operates a dental clinic located at 7151 50th Avenue in Red Deer, Alberta (the "Delta Building") under the name "Delta Dental" (the "Delta Office"). Dr. Faissal Mouhamad ("F. Mouhamad") is listed as the sole director and shareholder of FMPC. For clarity, the Delta Office's practice was previously managed by FMPC and is now being managed by DDC. FMPC does not have independent operations other than the management of the Delta Office.
 - 5.2. DDC was incorporated in Alberta on August 28, 2017. DDC was previously struck for failing to file its annual returns but was subsequently revived on May 18, 2021. On December 14, 2021, a change of director/ shareholder was registered following which Fetoun Ahmad ("F. Ahmad") is now listed as the sole director and shareholder of DDC. The Interim Receiver has been advised that DDC manages the Delta Office on behalf of FMPC; however, there is no agreement in place between FMPC and DDC and, as further described below, FMPC appears to lack practice management support.
 - 5.3. 52 Dental was incorporated in Alberta on December 6, 2021. 52 Dental operates a dental clinic located at 100, 3505 52nd Street SE, Calgary, Alberta under the name "52 Dental" (the "52 Office"). F. Ahmad is listed as the sole director and shareholder of 52 Dental.
6. The Order was granted pursuant to an application by Royal Bank of Canada ("RBC") which, at the Filing Date, was owed approximately \$632,600 by FMPC pursuant to various credit facilities (the "RBC Loans"). The RBC Loans are secured by a general security agreement against the Property (the "FMPC Security").
7. RBC also advanced approximately \$2.5 million to Mclvor Developments Ltd. ("Mclvor"). Mclvor is a related company, which also lists F. Mouhamad as its sole director and shareholder. Mclvor is the registered owner of an approximately 80-acre parcel of land in Dewinton, Alberta (the "Mclvor Lands"). Mclvor has also guaranteed the RBC Loans. The Interim Receiver understands that Mclvor has a binding agreement to sell the Mclvor Lands and that the anticipated proceeds of sale would likely be sufficient to pay the RBC Loans and Mclvor's indebtedness to RBC in full. The Interim Receiver further understands that the sale of the Mclvor Lands is conditional on Mclvor being able to discharge two registrations, which appear to relate to an outstanding litigation between Mahmoud Mohammad and F. Mouhamad, Michael Dave Management Ltd., FMPC and 985842 Alberta Ltd.

NOTICE TO READER

8. In preparing this report and making comments herein, the Interim Receiver has relied upon, certain unaudited, draft or internal financial information, including the Companies' books and records, and information from other third-party sources (collectively, the "Information"). The Interim Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada (the "Standards"). Additionally, none of the Interim Receiver's procedures were intended to disclose defalcations or other irregularities. If the Interim Receiver were to perform additional procedures or to undertake an audit examination of the Information in accordance with the Standards, additional matters may have come to the Interim Receiver's attention. Accordingly, the Interim Receiver does not express an opinion, nor does it provide any other form of assurance on the financial or other information presented herein. The Interim Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this report.
9. All amounts included herein are in Canadian dollars unless otherwise stated.

PURPOSE OF THE REPORT

10. This report constitutes the First Report of the Interim Receiver (the "First Report"). The First Report is being filed to provide the Court with additional information related to the Interim Receiver's activities and an application by RBC returnable on September 14, 2022 requesting the appointment of a Receiver with all of the standard powers provided to a Receiver in the Alberta Template Receivership Order, as amended.

ACTIVITIES OF THE INTERIM RECEIVER

11. The Interim Receiver's activities since the Filing Date are summarized below. Since the Filing Date, the Interim Receiver has:
 - 11.1. Obtained access to and completed back-ups of the electronic records, as available, related to the Delta Office and the 52 Office;
 - 11.2. Contacted the Companies' banking institutions and requested that the Companies accounts (the "Accounts") be set to deposit only and that funds received into the Accounts be remitted to the Interim Receiver;
 - 11.3. Attended the Delta Office and the 52 Office and completed inventories of the assets located in those offices on August 24, 2022;
 - 11.4. Worked with Sheena Price ("S. Price"), who is the administrative lead for the Delta Office, and F. Mouhamad to assist in the preparation of cash flow forecasts (the "Forecast(s)") for each

entity. The Interim Receiver was previously provided with a Forecast for the Delta Office (including DDC and FMPC), however, F. Ahmad subsequently advised the Interim Receiver that this Forecast should not be relied upon. To date, the Interim Receiver had not been provided with a further Forecast for the Delta Office or a Forecast for 52 Dental.

- 11.5. Had numerous in person/ telephone meetings with F. Mouhamad, S. Price and various other staff members from the Delta Office and the 52 Office and had ongoing correspondence with these parties regarding various information requests related to the ongoing operations of FMPC, DDC and 52 Dental;
- 11.6. Reviewed and sought clarification on various information provided by the Companies;
- 11.7. Contacted insurance providers to confirm their current deposit instructions and notify them of the new bank accounts established by the Interim Receiver, which efforts are ongoing;
- 11.8. Had ongoing communication with the College regarding the Interim Receivership proceedings, the role of a Custodian under the *Alberta Health Information Act* and the handling of Controlled Substances.
- 11.9. Established and maintained the Interim Receiver's website for the proceedings;
- 11.10. Reviewed disbursements submitted by the Companies and issued cheques related to same, as appropriate; and
- 11.11. Provided various information and updates to RBC regarding the Interim Receiver's activities, as described above.

BOOKKEEPING/ ACCOUNTING SUPPORT

12. The Interim Receiver was advised as follows with respect to the practice management of DDC and 52 Dental:
 - 12.1. As previously noted, S. Price is the administrative lead for the Delta Office and is training a team member to be the administrative lead for the 52 Office. The Interim Receiver was advised that both F. Mouhamad and Dr. Ghalib Hadi ("G. Hadi") provide practice management by virtue of being the lead dentists for the Delta Office and the 52 Office, however, almost all inquiries were referred to S. Price.
 - 12.2. The Interim Receiver was originally advised that F. Ahmad's role involved picking up selected supplies for both the Delta Office and the 52 Office. The Interim Receiver was subsequently advised that F. Ahmad has a broader role in managing both the Delta Office and the 52 Office. The affidavit of F. Ahmad, sworn on September 8, 2022 references this role as including providing dental supplies, maintenance, lab fees, upkeep, office supplies and janitorial services. The Interim Receiver was advised that F. Ahmad was in Turkey on the Filing Date

returning on or around September 6, 2022. The Interim Receiver attempted to arrange a call with F. Ahmad on several occasions both before and after F. Ahmad's return from Turkey. To date, F. Ahmad has not made herself available for such a call.

- 12.3. Following the Filing Date, the Interim Receiver worked with S. Price and F. Mouhamad to prepare Forecasts for the Delta Office and the 52 Office. S. Price provided the Interim Receiver with a draft Forecast for the Delta Office on August 30, 2022. On September 2, 2022, the Receiver was advised that F. Ahmad was not in agreement with the Forecast provided nor a Forecast that S. Price was in the process of preparing for the 52 Office and, as such, they should not be relied upon. The Interim Receiver subsequently reached out to F. Ahmad to communicate the importance of the Forecasts and arrange a call to advance the Forecasts. As noted above, F. Ahmad did not make herself available nor did she provide any alternate versions of the Forecasts.
 - 12.4. The Interim Receiver has been advised by F. Mouhamad that no bookkeeping or accounting services are being provided to or by DDC or 52 Dental for the Delta Office or the 52 Office. The Interim Receiver has also been advised by F. Mouhamad and S. Price that S. Price leads the processing of payroll, accounts receivable and accounts payable on behalf of the Delta Office (specific concerns related to accounts receivable and payable are noted below). As such, DDC does not appear to be providing any services to the Delta Office, outside of having established a new banking relationship with Scotiabank. In addition, there is no agreement in place between DDC and FMPC.
13. The following summarizes some of the specific concerns noted by the Interim Receiver related to bookkeeping/ accounting:
- 13.1. S. Price advised the Interim Receiver that correspondence for DDC and 52 Dental was being received and sent to Baccari Professional Corporation, the outside accountant for FMPC ("Baccari") for further handling. S. Price has advised that, once correspondence was sent to Baccari, it was shredded and was not saved electronically. Baccari has indicated that they ignore information provided to them that is not relevant for the services they are providing, which are for FMPC only. As such, it appears that at least selected correspondence for DDC and 52 Dental is not being addressed or maintained in the books and records of DDC and 52 Dental.
 - 13.2. The Delta Office was initially unable to provide an accounts receivable listing. Such a listing was provided on August 25, 2022 and reflected outstanding accounts receivable of approximately \$813,300 of which approximately \$723,300 were aged over 90 days. Based on further discussions with S. Price and F. Mouhamad, the Interim Receiver understands that there are likely accounts receivable of approximately \$90,000 (being the net reported accounts receivable aged under 90 days). The Interim Receiver was advised that the Dentrix system

(used to track revenue) reflects a significant number of accounts that are not due to DDC but relate to another service provider with whom DDC is no longer affiliated and that bad debts are not being recorded.

- 13.3. Both the Delta Office and the 52 Office use software known as Waves to process payments. The Interim Receiver was initially advised that no accounts payable listings could be provided for either the Delta Office or the 52 Office as Waves was not up to date. On September 1, 2022, S. Price provided the Interim Receiver with accounts payable listings prepared in Excel for DDC and 52 Dental reflecting respective outstanding accounts payable of approximately \$63,400 and approximately \$64,300. On September 4, 2022, the Interim Receiver was advised by F. Ahmad that the accounts payable listings, as provided, were not comprehensive. To date, no up to date accounts payable listings have been provided.
- 13.4. F. Mouhamad previously asked the Interim Receiver to provide copies of cancelled cheques for the accounts held by DDC and 52 Dental at Scotiabank (the "Cancelled Cheques"). The Interim Receiver has requested but has not yet received the Cancelled Cheques. Both F. Mouhamad and F. Ahmad have advised the Interim Receiver that they cannot determine the expenses paid by DDC or 52 Dental without obtaining the Cancelled Cheques, which suggests that the information reflected in Waves is incomplete and that no cheque register was being maintained.
- 13.5. The Delta Office has six dentists (including F. Mouhamad and G. Hadi), one hygienist who is listed as a contractor and thirteen employees (2 of which are hygienists). The 52 Office has two dentists (F. Mouhamad and G. Hadi), two hygienists who are listed as contractors and thirteen employees (1 of which is a hygienist). Of the thirteen employees referenced for each office, two are shared between the Delta Office and the 52 Office. The Companies do not have any formal agreements with employees or contractors, including dentists and hygienists, such that the Interim Receiver cannot confirm the terms under which contractors have been retained and any required Canada Revenue Agency remittances that may be required.

HANDLING OF CONTROLLED SUBSTANCES

14. As set out in paragraph 4(a) of the Order, the Interim Receiver did not to take possession of any drugs, medications or other controlled substances (collectively, the "Controlled Substances"). The Interim Receiver did, however, obtain/ observe an inventory of the Controlled Substances, in the presence of a dentist, at each of the Delta Office and the 52 Office on August 24, 2022. Based on the inventory of Controlled Substances that was completed at the Delta Office and comments made by a staff member during the inventory, the Interim Receiver noted the following concerns (the "CS Concerns"):

- 14.1. When the inventory of Controlled Substances was completed, two discrepancies were noted from what was recorded on the Delta Office's inventory listing;
 - 14.2. A staff member indicated that all dentists and back-office employees have access to all Controlled Substances; and
 - 14.3. A staff member indicated that she was in possession of and used F. Mouhamad's stamp to sign out controlled substances suggesting that F. Mouhamad does not control this process.
15. The Interim Receiver asked F. Mouhamad to respond specifically to the CS Concerns, to provide the specific procedures in place for Controlled Substances at the Delta Office and to reference how these procedures were tied to the relevant professional standards/ rules . As of the date of this report, F. Mouhamad has not provided a substantive response to these inquiries. An email chain reflecting the communication between the Interim Receiver and F. Mouhamad related to the Controlled Substances is attached hereto as "Schedule 1".
 16. Following further discussions with the College, the Interim Receiver has referred its concerns regarding the handling and storage of the Controlled Substances to the College for further investigation in accordance with the Alberta Dental Association and College Bylaws. The Interim Receiver notes that F. Mouhamad was sanctioned by the College in 2018 for unprofessional conduct. A copy of the hearing decision, which cites various concern related to F. Mouhamad's handling of Controlled Substances, is publicly available on the College's website and is attached hereto as "Schedule 2".

PREPARATION OF CASH FLOW FORECAST

17. Paragraph 4(h) of the Order empowered and authorized the Interim Receiver to work with the Companies to prepare a thirteen-week cash flow forecast (defined above as the "Forecast(s) and to make disbursements based on such Forecast, as approved by the Companies, acting reasonably and consistent with the ordinary course operation of the business of the Companies. The Interim Receiver was advised that the Companies had not historically prepared any Forecasts. As noted above, following various meetings with F. Mouhamad and S. Price, the Interim Receiver was provided with a draft cash flow forecast for the Delta Office on August 30, 2022 and was advised by S. Price that a draft cash flow forecast would be provided for the 52 Office by the close of business on September 2, 2022. On September 2, 2022, the Interim Receiver was advised that F. Ahmad had reviewed the Forecasts and determined that they should not be relied upon. The Interim Receiver reached out to F. Ahmad to offer to have a further meeting with her to update the Forecasts such that the Interim Receiver could include this information in the First Report. To date, F. Ahmad has not made herself available for a call with the Interim Receiver and no further Forecasts have been provided. The Interim Receiver notes that, as DDC manages the Delta Office on behalf of FMPC, the Forecasts for these two entities were being prepared on a consolidated basis.

18. Attached as “Schedule 3 is a Monitoring Memo prepared by the Interim Receiver setting out the procedures to be followed regarding the go-forward monitoring of cash flow and the payment of disbursements. The Interim Receiver has been working with S. Price and F. Mouhamad to facilitate ongoing operations, however, this has been complicated by the fact that they (together with F. Ahmad, “Management”) have been unable or unwilling to advance the preparation of a cash flow forecast or provide information that they are willing to attest is reliable as to the total accounts payable or the required timing of the corresponding payments. The Interim Receiver is attempting to work with Management to attempt to confirm the outstanding information and develop a better process whereby urgent payment requests can be addressed.

ASSETS AND LIABILITIES

The Delta Office

19. The Delta Office operates out of a building that is owned by Michael Dave Management Ltd. (“MDML”), a related company that lists F. Mouhamad is the sole director and shareholder. The assets that were held in connection with the operations of the Delta Office on the Filing Date, included the following:
- 19.1. A bank account in the name of FMPC with RBC, which had a balance of approximately \$1,500;
 - 19.2. A bank account in the name of DDC with Scotiabank, which had a balance of approximately \$50,400;
 - 19.3. As noted above, on August 25, 2022, the Delta Office listed accounts receivable that are anticipated to have a net book value of approximately \$90,000;
 - 19.4. Equipment in use at the Delta Office, an inventory of which is attached hereto as “Schedule 4”. F. Mouhamad has advised that the Delta Equipment can be broken down into the following two groups:
 - 19.4.1. Equipment, which was purchased by F. Mouhamad personally through Carestream or is leased through CWB; and
 - 19.4.2. Equipment, which is owned by MDML and is leased by FMPC (the “MDML Equipment”). The Interim Receiver understands that there is no agreement in place between MDML and FMPC related to the use of the MDML Equipment.
 - 19.5. The Interim Receiver previously requested proof of ownership for the Delta Equipment. In connection with this request, F. Mouhamad and S. Price provided the Interim Receiver with the following:
 - 19.5.1. Four invoices from Sinclair Dental with a total value of approximately \$321,800 (the “Sinclair Invoices”). The Sinclair Invoices related to the period between July 2017 and

March 2018 and are all in the name of Associates Dental Centre Inc. F. Mouhamad did not provide the Interim Receiver with information about Associates; however, the Interim Receiver notes that Associates Dental Center is a registered trade name of FMPC. Some of the equipment on the Sinclair Invoices appears to be in use at the Delta Office.

19.5.2. Two invoices from Carestream Dental with a total value of approximately \$100,900, one in the name of Delta Dental/ F. Mouhamad and one in the name of Associates Dental/ F. Mouhamad (the "Carestream Invoices"). The Carestream Invoice were issued in December 2017.

19.5.3. The Interim Receiver understands that selected equipment owned by F. Mouhamad financed through CWB is in use in the Delta Office. The Interim Receiver has been provided with two lease agreements with CWB, one with FMPC and one with F. Mouhamad.

20. F. Mouhamad indicated to the Interim Receiver that the financial statements for FMPC prepared as at December 31, 2021 reflect the operations of the Delta Office only (the "Delta Financials"). The Interim Receiver notes as follows with respect to the assets reflected on the Delta Financials:

20.1. The Delta Financials reflect property, plant and equipment with a net book value of approximately \$460,800. F. Mouhamad indicated that FMPC had not owned any equipment since 2017/ 2018 but indicated that the sale of the equipment was not reflected on FMPC's financial statements. Baccari indicated that they were not aware of the FMPC Equipment having been sold. The Interim Receiver has not been provided with any clear written evidence that FMPC does not own the Delta Equipment.

20.2. The Delta Financials reflect approximately \$4.7 million as being due from related parties. The Interim Receiver requested a breakdown of this amount from both F. Mouhamad and Baccari. To date no details have been provided.

Sale of the Delta Office

21. The Interim Receiver has been provided with an Asset Purchase Agreement for the sale of the Delta Office between F. Mouhamad, FMPC and MDML as the seller and Ghalib Hadi Professional Corporation as the purchaser, which was executed on August 10, 2022 (the "Delta Agreement"). The Interim Receiver notes as follows with respect to the Delta Agreement:

21.1. The Delta Agreement contemplates the sale of technical and professional goodwill, leasehold improvements and fixed assets. It excludes, among other assets, cash and accounts receivables;

21.2. The transaction contemplated in the Delta Agreement is set to close on December 21, 2022;

- 21.3. The Delta Agreement indicates that the only assets being included in the sale that are owned by F. Mouhamad and FMPC are the professional and technical goodwill of the business, with the leasehold improvements and fixed assets (including some or all of the Delta Equipment), being reflected in the Delta Agreement as owned by MDML. As noted herein, there is uncertainty surrounding the ownership of the Delta Equipment;
- 21.4. A deposit of \$100,000 (the "Initial Deposit") was to be paid prior to the signing of the Delta Agreement. G. Hadi has advised the Interim Receiver that the Initial Deposit was paid by way of a certified cheque issued to Warren Sinclair LLP and has confirmed that this cheque was non-refundable and fully releasable to the Seller, upon receipt. A second deposit is due on or before September 30, 2022, which will also be non-refundable and fully releasable to the Seller; and
- 21.5. It is a condition precedent of the sale that 100% control and ownership of DDC be assigned and transferred by F. Ahmad to G. Hadi.
22. G. Hadi has advised the Interim Receiver that he continues to be willing and able to proceed with the transaction contemplated in the Delta Agreement.

The 52 Office

23. The 52 Office operates out of a building that is owned by 52 Wellness Centre Inc. ("52 Wellness"), a related company that lists F. Mouhamad as the sole director and shareholder. The assets that were owned in connection with the operations of the 52 Office on the Filing Date, included the following:
- 23.1. A bank account in the name of 52 Dental with Scotiabank, which had a balance of approximately \$53,300;
- 23.2. Accounts receivable with a book value of approximately \$224,900 as at August 25, 2022 all of which is aged less than 90 days; and
- 23.3. Equipment in use at the 52 Office (the "52 Equipment"), an inventory of which is attached hereto as "Schedule 5". F. Mouhamad has advised that the 52 Equipment was purchased/leased by 52 Dental directly. The Interim Receiver notes that lease no. 5105804 was registered by CWB in May 2022 (the "52 CWB Lease") in the Alberta Personal Property Registry against both 52 Dental Corporation and F. Mouhamad. The Interim Receiver has requested but has not yet received confirmation as to whether the 52 CWB Lease was finalized. In addition, there is a further registration by Patterson Dental Canada, Inc. (the "Patterson Equipment") in May 2022 in the Alberta Personal Property against F. Mouhamad related to various equipment in use in the 52 Office. Attached as "Exhibit I" to the Fetoun Affidavit is a Master Lease Agreement No. 0405202252Dental between 52 Dental and F. Mouhammad that appears to relate to some or all of the Patterson Equipment.

24. Attached as “Exhibit D” to the Mouhamad Affidavit is a copy of a lease between 52 Wellness and 52 Dental Corporation dated September 1, 2022 (the “52 Lease”). The 52 Lease is for a ten-year term and includes monthly rent of approximately \$14,500 for the period from September 1 to August 31, 2027 and monthly rent of approximately \$15,900 for the period from September 1, 2027 to August 31, 2032. The 52 Lease also include the payment of operating costs of approximately \$5,700 per month. The Interim Receiver had not seen the 52 Lease prior to reviewing the Mouhamad Affidavit and notes that paragraph 15(c) of the Interim Receivership Order specifically prohibits FMPC and F. Mouhamad from entering into any contract, amendment to contract or other agreement that involves an expenditure of greater than \$25,000 without 24-hour written notice to the Interim Receiver (“Paragraph 15(c”).

RELATED PARTY TRANSACTIONS IDENTIFIED IN THE BERIAULT AFFIDAVIT

25. The Interim Receiver requested that F. Mouhamad provide additional information regarding various related party transactions identified in the Affidavit of Jocelyn Beriault sworn on August 19, 2022 (the “Beriault Affidavit”). The Interim Receiver received limited responses to its inquiries, which response are summarized below:
- 25.1. Paragraph 71(a) of the Beriault Affidavit references payments totaling approximately \$830,000 from FMPC to DDC. The Interim Receiver has been advised that these payments relate to the transfer to DDC of receipts collected by FMPC for the Delta Office. As detailed above and in the Affidavit of F. Mouhamad sworn on August 23, 2022 (the “Mouhamad Affidavit”), DDC is intended to be managing the Delta Office’s business operations, including collecting accounts receivable and paying expenses for the Delta Office. As noted above, however, there is no management agreement in place between FMPC and DDC and DDC does not appear to be providing practice management services outside of establishing bank accounts at Scotiabank.
- 25.2. Paragraph 71(b) of the Beriault Affidavit references payments totaling approximately \$270,500 (the “P71 Payments”), which were paid from FMPC to 52 Dental Corporation during 2022. In its initial discussions with F. Mouhamad, the Interim Receiver understood that these funds had been gifted to F. Ahmad to open the 52 Office. The Interim Receiver was subsequently advised that P71 Payments represented dividends paid by FMPC to F. Mouhamad, which F. Mouhamad then loaned to 52 Dental. In the Interim Receiver’s view, in a bankruptcy proceeding, the P71 Payments could represent reviewable transactions and may be voidable or recoverable by virtue of being a dividend or a fraudulent conveyance if the P71 Payments were provided with no corresponding benefit to FMPC.
26. Paragraph 80 of the Beriault Affidavit references payments totaling \$63,200 made by FMPC to Jovica Property Management Ltd. (“JPML”). F. Mouhamad has indicated that this represents rent payable

by FMPC to MDML related to the Delta Office. JPML holds the mortgage on the Delta Building. The Interim Receiver was previously advised that there is no formal lease agreement in place between FMPC and MDML and that lease payment have varied over time with the current payments being based on the monthly mortgage payment due from MDML to JPML. Attached as “Exhibit C” to the Affidavit of F. Mouhamad sworn on September 8, 2022 (the “Mouhamad Affidavit”) is a copy of a lease between MDML and FMPC and F. Mouhamad dated September 1, 2022 (the “Delta Lease”). The Delta Lease is for a ten-year term and includes monthly rent of approximately \$19,500 for the period from September 1 to August 31, 2027 and monthly rent of approximately \$19,900 for the period from September 1, 2027 to August 31, 2032. The Delta Lease also include the payment of operating costs of approximately \$2,200 per month. The Interim Receiver had not seen the Delta Lease prior to reviewing the Mouhamad Affidavit. As referenced for the 52 Lease above, DDC was specifically precluded from entering into the Delta Lease without prior notice to the Interim Receiver pursuant to Paragraph 15(c) of the Order.

INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

27. Attached hereto as “Schedule 6” are Interim Statements of Receipts and Disbursements for the period ended September 8, 2022 (the “Interim R&Ds”). As reflected in the Interim R&D, as at September 8, 2020, the Interim Receiver was holding approximately \$50,100 for DDC, approximately \$89,800 for 52 Dental and approximately \$1,300 for FMPC. In addition, approximately \$13,700 was being held for DDC and approximately \$21,900 was being held for 52 Dental in their respective accounts at Scotiabank. Receipts for each of the Companies, include daily deposits from the Delta Office and the 52 Office as well as amounts swept from the RBC Account and the Scotiabank Account, which includes receipts from the Companies various insurance providers. The Interim R&Ds also reflect payment of approved operating expenses for each of the Companies. As noted above, the Interim Receiver is continuing to work with the Companies to determine their go-forward cash flow forecast and finalize a system for processing payment requests.

ADDITIONAL CONCERNS

Payments to Faissal Mouhamad

28. The Interim Receiver notes that, on August 22, 2022, immediately preceding the Order being granted, the following payments from the accounts held with Scotiabank totaling approximately \$106,400 were made to F. Mouhamad:

28.1. 52 Dental – August 22, 2022 - Cheque 000170 - \$38,194.79 (the “FM 52 Payment”);

28.2. DDC– August 22, 2022 – Cheque 000540 - \$58,185.62 (the “FM DDC Payment”); and

28.3. DDC – August 18, 2022 – Cheque 000535 - \$10,000 (the “FM DDC 2 Payment”, collectively the “FM Payments”).

29. On August 31, 2022, the Interim Receiver demanded the return of the FM Payments on the basis that they appeared to have been made out of the ordinary course of business at the expense of 52 Dental and DDC and their respective creditors.
30. The Interim Receiver has been provided with the following information related to the FM Payments:
 - 30.1. In support of the FM 52 Payment, 52 Dental provided a production and collection summary for the two-month period from June 11 to August 22, 2022 indicating that total receipts associated with dental services performed by F. Mouhamad were approximately \$169,600. Based on this summary, S. Price indicated that F. Mouhamad was to receive 45% commission on this amount, which would result in a total of approximately \$76,300 being payable. S. Price indicated that the FM 52 Payment represented a partial payment of the amount due with \$38,100 continuing to be outstanding.
 - 30.2. In support of the FM Delta Payment, DDC provided two production and collection summaries for the period from July 21 to August 21, 2022 reflecting respective receipts of approximately \$127,100 and \$2,200 for a total of approximately \$129,300. The FM Delta Payment represents 45% of that amount.
 - 30.3. No support has been provided with respect to the FM DDC 2 Payment.
 - 30.4. The Interim Receiver has requested additional information with respect to the DDC FM Payment and the 52 FM Payment in order to verify those amounts. In particular, the DDC FM Payment for the one-month period from July 21 to August 21, 2022 is higher than the monthly payments reflected for all providers in the Forecast that was previously provided. The Interim Receiver is seeking to obtain clarity on the monthly amounts payable to dentists and other service providers, including F. Mouhamad.
 - 30.5. While the Interim Receiver recognizes that F. Mouhamad may be entitled to be paid in the ordinary course for the dental services he provides, the Interim Receiver notes that the payment to F. Mouhamad were made immediately preceding the Filing Date. In addition, the FM DDC Payment and the FM DDC 2 Payment resulted in the DDC's line of credit with Scotiabank being fully drawn at the Filing Date (as there was insufficient cash in the account). As such, in the Interim Receiver's view, the FM Payments cannot be considered as having been issued in the ordinary course.

Potential Property in Drayton Valley

31. The information requested by the Interim Receiver included proof of insurance coverage for both the Delta Office and the 52 Office. On August 31, 2022, F. Mouhamad advised the Interim Receiver that he did not believe that property insurance was in place for the 52 Office. On September 1, 2022, the Interim Receiver issued correspondence to FMPC's legal counsel outlining a number of concerns, including the lack of insurance coverage for the 52 Office. The Interim Receiver was subsequently provided with proof of insurance for the 52 Office (the "52 Insurance"). Together with the 52 Insurance, the Interim Receiver was also provided with an insurance policy for a dental practice located at 108, 5205 Power Center Boulevard (the "DV Building") in Drayton Valley, Alberta (the "DV Insurance"). A copy of the DV Insurance is attached hereto as "Schedule 7".
32. The Receiver had been advised that FMPC had previously owned equipment that was in use in Drayton Valley but that that equipment had been sold in 2017/2018. Following being provided with the DV Insurance, the Interim Receiver made further inquiries as to whether F. Mouhamad or any related entities had an interest in a dental office or equipment located in the DV Building (the "DV Office"). Legal counsel for FMPC subsequently provided an asset purchase agreement dated July 27, 2018 between F. Mouhamad and Puneet Kohli Professional Dental Corporation, which appears to relate to the DV Office and advised that the DV Office operates from a building owned by 985842 Alberta Ltd., a related company for which F. Mouhamad is the sole director and shareholder. The Interim Receiver notes, however, that the DV Insurance includes coverage for office contents and practice interruption, which suggest it applies to a business and not a building. The DV Insurance was renewed on January 1, 2022. The Interim Receiver reached out to the DV Office to inquire as to their relationship with FMPC but, to date, has not received a response.

Outstanding Information Requests


33. The Interim Receiver notes that it continues to have numerous outstanding information requests. Since September 4, 2022, neither F. Mouhamad nor F. Ahmad have made themselves available to respond to these inquiries. The Interim Receiver continues to communicate with S. Price regarding various payment requests.

CONCLUSION

34. The Interim Receiver has prepared this report to provide the Court with information as to its activities since the Filing Date and its findings to date on the Companies' business and financial condition.

All of which is respectfully submitted this 9th day of September 2022.

MNP Ltd., in its capacity as Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corporation and 52 Dental Corporation and not in its personal or corporate capacity

Per: 

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

SCHEDULES

SCHEDULE 1

From: Vanessa Allen

Sent: August 26, 2022 10:12 AM

To: faissal mouhamad <drmouhamad@hotmail.com>

Cc: Jacqueline Shellon <Jacqueline.Shellon@mnp.ca>

Subject: RE: FMPC et. al. - Interim Receivership/ Controlled substances - Immediate response required

Hi Faissal,

We are going to need some more information on this.

Can you please refer us to the requirements to the ADAC and comment on how your procedures meet those requirements? Is access restricted for those dentists who only provide sedation? Who are the dentists who provide sedation services?

Thanks very much,

Vanessa

Vanessa Allen, CIRP, LIT

SENIOR VICE PRESIDENT

CELL 403.477.9661

FAX 403.537.8437

1500, 640 - 5th Avenue SW

Calgary, AB

T2P 3G4

vanessa.allen@mnp.ca

mnpdebt.ca



Member of Praxity, AISBL

Global Alliance of Independent Firms

From: faissal mouhamad <drmouhamad@hotmail.com>

Sent: August 26, 2022 8:18 AM

To: Vanessa Allen <Vanessa.Allen@mdp.ca>

Subject: Re: FMPC et. al. - Interim Receivership/ Controlled substances - Immediate response required

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Hi Vanessa;

Any medication is dispensed only by the request of the provider dentist; only dentist have sedation permits can use sedation medication , in our office we have three dentists carry permits to provide sedation for the patients, Kyla maintain inventory of the medication.

Best Regards

Faissal

From: Vanessa Allen <Vanessa.Allen@mnp.ca>

Sent: August 26, 2022 10:42 AM

To: faissal mouhamad <drmouhamad@hotmail.com>

Cc: Jacqueline Shellon <Jacqueline.Shellon@mnp.ca>

Subject: FMPC et. al. - Interim Receivership/ Controlled substances - Immediate response required

Hi Faissal,

When my team attended the premises in Red Deer, they noted the following concerns with respect to the controlled substances:

1. When the inventory of controlled substances was completed, two discrepancies were noted.
2. Kyla indicated that everyone working at the clinic (dentists and non dentists alike) have access to all controlled substances; and
3. Kyla indicated that she is in possession of and uses your stamp to sign out controlled substances such that they are not in your control as the custodian of these substances.

Can you please respond to the specific concerns noted above and provide further information as to the procedures in place for controlled substances at the Red Deer clinic as compared to the requirements of the Alberta Dental Association and College. Can you also please comment as to whether all dentists are licensed to use all medication that are held at the Red Deer clinic, in particular fentanyl.

If you can please respond as soon as possible, we would be very appreciative.

Thanks very much,

Vanessa

Vanessa Allen, CIRP, LIT

SENIOR VICE PRESIDENT

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From: faissal mouhamad <drmouhamad@hotmail.com>

Sent: August 25, 2022 8:56 AM

To: Vanessa Allen <Vanessa.Allen@mdp.ca>

Subject: Re: FMPC inrterm receivership

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Hi Vaness ;

Sheena is working on this as we speak and will provide as soon as she get it

All medication is looked is metal cabinet and Kyla is keeping track of the meds.

Best regards

Faissal

From: Vanessa Allen <Vanessa.Allen@mnp.ca>
Sent: August 25, 2022 11:52 AM
To: faissal mouhamad <drmouhamad@hotmail.com>
Subject: RE: FMPC inrterm receivership

Hi Faissal,

I can make myself available for a call at your suggested time but I would like to be very clear that the requests for information that we have provided are urgent and are a requirement of the Interim Receivership Order, as is the development of a cash flow forecast. If you have another party you would like to have assist in providing this information, please advise noting that Sheena has already indicated that she does not have the required information.

Can you also please confirm the processes that are in place around the controlled substances held at the Red Deer office?

Thanks very much,

Vanessa

Vanessa Allen, CIRP, LIT
SENIOR VICE PRESIDENT
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1500, 640 - 5th Avenue SW
Calgary, AB
T2P 3G4
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SCHEDULE 2

Notice to **DENTISTS**

In Accordance with
Alberta Dental
Association And
College Bylaw 20(7)

BRIEF SUMMARY OF FACTS

A complaint was received by the Alberta Dental Association and College (“ADA&C”) from a patient, alleging that Dr. Faissal Mouhamad made mistakes in the course of providing the patient with treatment including dentures, dental implants and implant-supported dentures.

Dr. Mouhamad confirmed that, against his consistent recommendations that the patient save his natural teeth, the patient had decided to have his remaining teeth removed and replaced with complete upper and lower dentures. Dr. Mouhamad extracted the patient’s remaining 17 teeth on February 28, 2014. The patient was fitted with immediate upper and lower complete dentures but he experienced significant pain when wearing his dentures and had difficulties adapting. Dr. Mouhamad provided the patient with analgesic prescriptions to alleviate pain from his treatment and immediate dentures amounting to over 265 tablets of Tylenol #3 from February 28 to May 12, 2014.

Due to the patient’s difficulties adapting, on June 13, 2014, Dr. Mouhamad inserted six dental implants and performed a sinus lift graft. The patient’s denturist was then able to replace the denture with implant-supported dentures after healing. Dr. Mouhamad prescribed analgesic medication for the patient for the initial healing period totalling over 120 tablets of Tylenol #3 between June 10 and 16, 2014, but not thereafter. At no point between February and June 2014 did Dr. Mouhamad make any consultations or referrals for the management and treatment of the patient’s chronic pain.

ADMISSIONS OF UNPROFESSIONAL CONDUCT BY DR. MOUHAMAD

On August 28, 2018, a Hearing Tribunal of the Alberta Dental Association and College found Dr. Mouhamad guilty of unprofessional conduct and he was sanctioned. A Hearing Tribunal are the decision makers at a hearing and are comprised of a member of the public appointed by the Government of Alberta and three dentists registered in Alberta.

Dr. Mouhamad admitted he was guilty of unprofessional conduct because he:

1. Prescribed an inappropriate quantity or duration of opioid medication to the patient;
2. Failed to create or maintain appropriate prescription records, or Triplicate Prescription Program Pads, or both for the patient, contrary to the ADA&C's *Standard of Practice: Patient Records*, the ADA&C's *Guide for Patient Records*, or both;
3. Failed to create or maintain an appropriate accounting of Triplicate Prescription Program Pads, all narcotics, controlled drugs, benzodiazepines and targeted substances kept onsite, contrary to the ADA&C's *Guide for Patient Records* or the ADA&C's *Guide for Management/Opioids*, or either of them; and
4. Failed to consult with, or refer the patient to another dentist, dental specialist or other appropriate care provider, for the management and treatment of the patient's chronic pain, contrary to the ADA&C's *Code of Ethics* Articles A1 or A4, or both.

The Hearing Tribunal emphasized that the quantity and duration over which Dr. Mouhamad prescribed opioid medication to the patient was inappropriate and fell below the standards of practice required of a dentist. Adding to these concerns was a question about Dr. Mouhamad's professional judgment in terms of going ahead with the treatment given the patient's previous history of using painkillers and being

uncooperative, irritable, impatient, and verbally abusive to staff at the dental office. Further, there were issues with the inadequacy of Dr. Mouhamad's documentation and some prescriptions for the patient which did not contain the minimum requirements set out in Article 5 of the ADA&C's *Standard of Practice: Patient Records* or the best practices set out in the ADA&C's *Guide for Patient Records*, specifically section N. Drug Records.

Dr. Mouhamad's record keeping of drug usage was found to be incomplete and inadequate. Specifically, his Controlled Substances Log was inaccurate and incomplete with respect to the names and quantities of the drugs present and did not include the identity of the patients to whom drugs were dispensed, contrary to the ADA&C's *Guide for Pain Management/Opioids*. The Log was also missing records for certain periods. Instead of retaining the Practitioner Copy of the Triplicate Prescription Program pad on the pad itself, Dr. Mouhamad's practice was to remove the Practitioner Copy and staple it to the patient's chart, making it more difficult to confirm the patients who had received these prescriptions and evaluate what necessitated the use of this class of drug. The Hearing Tribunal agreed Dr. Mouhamad failed to create or maintain an appropriate accounting of Triplicate Prescription Program Pads, all narcotics, controlled drugs, benzodiazepines and targeted substances kept onsite from January 29, 2014 to November 13, 2015 and from February 10, 2016 to June 6, 2016, contrary to the ADA&C's *Guide for Patient Records* and the *Guide for Pain Management/Opioids*.

Dr. Mouhamad also failed to fulfil his responsibilities to his patient, as required under the *Code of Ethics* at Articles A1: Service and A4: Competence, Consultation and Referral as he continued to prescribe opioid medication to the patient over an extended period for chronic pain without successfully addressing the underlying cause of the chronic pain.

It was noted at the time of the hearing that Dr. Mouhamad was an experienced dentist with no prior findings of unprofessional conduct, however he had been previously cautioned back in November 2001 regarding the importance of keeping track of his patients' prescriptions. Dr. Mouhamad acknowledged that his conduct was unprofessional and confirmed he had made changes to his record keeping to prevent similar issues in the future.

The Hearing Tribunal accepted the Joint Submission on Penalty and issued the following orders against Dr. Mouhamad:

1. A suspension of four consecutive weeks;
2. Completion of a course on pain management and opioid medication use, at Dr. Mouhamad's expense, and which shall not count towards his continuing education credits;
3. Dr. Mouhamad will submit to a two year monitoring period with respect to his prescribing practices.
4. He will pay \$36,327 for the costs of the investigation and hearing.

SCHEDULE 3

Memo

To: Faissal Mouhamad & Fetoun Ahmed

From: Vanessa Allen

cc: Jacqueline Shellon

Date: August 31, 2022

Re: Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. (the “Companies”) – Interim Receivership/ Monitoring of operations and cash flow

The purpose of this memo is to outline the procedures whereby MNP Ltd. (the “Interim Receiver”), will monitor the Companies’ business and financial affairs during the Interim Receivership proceedings.

Weekly update call

A conference call will be scheduled for Wednesday of each week (the “Wednesday Call”) to discuss the following:

1. The patient counts during the prior week and the anticipated patient counts for the upcoming week;
2. Any anticipated go-forward variances in the Companies’ projected cash flow(s);
3. The prior week’s Variance Analysis (as defined below);
4. An update on the Companies’ operations and a discussion of any corresponding management concerns;
5. An update on any outstanding inquiries; and
6. Any other business.

Collection of Receipts and Disbursements

The Interim Receiver will be provided with the following daily for each of the Companies:

1. The Chrono Report, which will be provided to the Receiver via email each morning;
2. The cash receipts for the prior day (receipts for Saturday and Sunday will be provided on the following Monday). For 52 Dental Corporation, the cash receipts will be picked up by way of a daily courier. For Delta Dental Corp., the cash receipts will be dropped off on a daily basis at MNP’s office located at 400, 4311 54th Avenue Red Deer - Attention: Jillian Anderson.

On Tuesday of each week, the Interim Receiver will be provided with a list of approved disbursements for which the Companies are requesting payment. Please note that these payment requests should include the following:

1. Any contract between the Companies and the payee;
2. Identification of any requested payments to related parties;
3. Invoices and other supporting documentation;
4. Any third-party reporting (including ADP);
5. A description of the services provided;
6. A copy of the email to/ from the Interim Receiver pre-approving the services provided where such services are in excess of \$2,500; and
7. The nature of the employment/ contract relationship with any providers, if not previously provided.

Cash Flow Reporting

The Company is currently preparing a Statement of Projected Cash Flow for the Thirteen Week Period from August 23, 2022 to November 15, 2022 (the "Forecast Period"). Further cash flow forecasts must be prepared prior to the expiry of the Forecast Period or as otherwise required, as determined in consultation with the Interim Receiver. The weeks reported run from Saturday to Friday.

A representation letter, substantially in the form attached must be provided on a bi-weekly basis.

The Interim Receiver will work with the Companies to prepare a variance analysis (the "Variance Analysis"), which does the following:

1. Reports any variances during the prior week;
2. Identifies whether the variances are permanent or timing related;
3. Describes the reason for each variance; and
4. Provides cumulative variances over the Forecast period.

Material adverse change

The Interim Receiver has a duty to report to the Court and the creditors any material adverse change, which would include any change that in the Interim Receiver's opinion:

1. Has a significant adverse effect on the projected cash-flow (for example, a significant drop in patient volumes);
2. Significantly impairs or is reasonably expected to significantly impair the Companies' financial situation or the ability of the Companies to carry on operations;
3. Significantly prejudices the rights or interests of one or more creditor(s).

Additional Duties of and Restrictions on the Debtors, Faissal Mouhamad and Fetoun Ahmed

The Interim Receiver notes the following additional duties, which are further set out in paragraph 15 of the Interim Receivership Order:

The Debtors, Faissal Mouhamad and Fetoun Ahmed shall:

1. Not make any copies of reproductions of any patient records of the Debtors;
2. Not sell, transfer, gift, convey or otherwise dispose of any property, other than in the ordinary course of business, without the prior written consent of the Interim Receiver;
3. Not make or enter into any contract, amendment to contract or other agreement that involves, an expenditure greater than \$25,000 without prior 24 hour written notice to the Interim Receiver; and
4. Provide to the Interim Receiver, upon the request of and on or before the deadline reasonably required by the Interim Receiver, such reporting as may be required by the Interim Receiver in its sole discretion, including, without limitation, Records, financial condition, daily, weekly, monthly receipts and disbursements, inventory counts or lists, sales reports, accounts payable and receivable, profit and loss statements and locations and listing of assets.

SCHEDULE 4

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|-----------------------------|----------------------------------------------|----------|--------------------------------------|
| Recall/Upstairs Area 1 - TS | Brother Printer MFC-L3750CDW | 1 | U65179H79H7N554850 |
| Recall/Upstairs Area 1 - TS | Epson Scanner ES400 II | 1 | XPZ048633 |
| Recall/Upstairs Area 1 - TS | LG Monitor 24MP400 | 1 | 109NTZNH0837 |
| Recall/Upstairs Area 1 - TS | Logi Keyboard | 1 | 2135S402YZMB |
| Recall/Upstairs Area 1 - TS | Logi Mouse | 1 | 2132LZM6XVV8 |
| Recall/Upstairs Area 1 - TS | Dell Tower | 1 | JSBDOM2 |
| Recall/Upstairs Area 1 - TS | Cisco Phone | 1 | FCH2328DEBJ |
| Recall/Upstairs Area 1 - TS | Fabrique Chair | 1 | E48244 |
| Recall/Upstairs Area 2 - KB | Brother Printer MFC-L3750CDW | 1 | U65180F0N973417 |
| Recall/Upstairs Area 2 - KB | Epson Scanner ES400 II | 1 | X8PZ060959 |
| Recall/Upstairs Area 2 - KB | Asus Monitor 11X238 | 1 | F1MRS017507 |
| Recall/Upstairs Area 2 - KB | Dell Keyboard | 1 | CN-ON6R8G-PRC00-78M-0263-A02 |
| Recall/Upstairs Area 2 - KB | Souris Mouse G5LBK | 1 | 2046A39751 |
| Recall/Upstairs Area 2 - KB | Dell Tower Optiples 3050 | 1 | JSBCJL2 |
| Recall/Upstairs Area 2 - KB | Cisco Phone CP8845 | 1 | FCH2327FASL |
| Recall/Upstairs Area 2 - KB | Fabrique Chair | 1 | E48244 |
| Recall/Upstairs Area 3 - AY | Neat Scanner ND1000 | 1 | CNLF13B931PH |
| Recall/Upstairs Area 3 - AY | Acer Monitor | 1 | MMTKVAA00205301F243W01 |
| Recall/Upstairs Area 3 - AY | Lenova Keyboard SD50L80031 | 1 | 9493886685 |
| Recall/Upstairs Area 3 - AY | Dell Mouse MS116T | 1 | CN-ODV0RH-L0300-1MML |
| Recall/Upstairs Area 3 - AY | Lenova Tower 002CUS | 1 | MJ09LZ0S |
| Recall/Upstairs Area 3 - AY | Cisco Phone CP8845 | 1 | FCH2328DECB |
| Recall/Upstairs Area 3 - AY | Fabrique Chair | 1 | E48244 |
| Recall/Upstairs Area 3 - AY | Seville Fan Classic Tower | 1 | 10119P |
| Sterilization | Sharps Bin Covidien Lot:17268 | 1 | Ref: 85161H |
| Sterilization | Lubrina HIM-1 | 1 | FC5009 |
| Sterilization | Hydrim 1 , G4, C61W-D01 | 1 | 340117J00009 |
| Sterilization | Hydrim 2 G4 C61W-D01 | 1 | 3401788A00076 |
| Sterilization | Midmark Sterilizer 1 M11 | 1 | V1864509 |
| Sterilization | Midmark Sterilizer 2 M11 | 1 | V1882189 |
| Sterilization | Lexa Sterilizer MN-111 | 1 | 140385 |
| Sterilization | Sterilog 1082 Steri Tablet 6-05763-27072-AA0 | 1 | BOBFAAF1-7664-4FFF-AF87-F018DACCA061 |
| Sterilization | Sterilog Program Steri Log 82, 215-300031032 | 1 | n/a |
| Sterilization | Micro Etcher | 1 | n/a |
| Sterilization | Lenova Computer Monitor A16270QP1 | 1 | 1S61AFGAR1USV303W8W7 |
| Sterilization | Dell Mouse MS111P | 1 | DPPDCN0X9W32745844704 |
| Sterilization | Lenova Black Tower P330 | 1 | 8SS50T33197F7WH985009E |
| Sterilization | Advantech Grey Tower S4SCS014A01 | 1 | TBN519339 |
| Sterilization | Panoramic Carestream CS9600 | 1 | A519CQE35445000273 |
| Administration Area 1 - CF | Epson Scanner ES400 II | 1 | XPZ073112 |
| Administration Area 1 - CF | Samsung Monitor S27F350FHN | 1 | ZZN8H4ZJ901174M |
| Administration Area 1 - CF | Dell Keyboard | 1 | CN-ODV0RH-L60300-780004LP |
| Administration Area 1 - CF | Lenova Tower 002CUS | 1 | MJ09LZ1F |
| Administration Area 1 - CF | Cisco Phone CP8845 | 1 | FCH2327BSQ |
| Administration Area 1 - CF | Brother Printer MFC-L2710DW | 1 | U64969D7N899625 |
| Administration Area 2 - SP | Insignia TV | 1 | n/a |
| Operator 4 | Xray Unit Belmont Phot-XIIS AR-55WKCT08 | 1 | EX17G0573 |
| Operator 4 | Covidien Sharps Bin Lot 17200 | 2 | Ref: 85161H |
| Operator 4 | Fiber Power Rear Delivery System | 1 | C614875 |
| Operator 4 | Forest Dental Chair FDC39H | 1 | B140297 |
| Operator 4 | Dental Light | 1 | n/a |
| Operator 4 | Whitening Light | 1 | n/a |
| Operator 4 | Acer Computer Monitor G236HL | 1 | MMLVNAA0057130102A2482 |
| Operator 4 | Logitech Keyboard K235 | 1 | n/a |
| Operator 4 | Souris Sans Fil Mouse G5L-BK | 1 | 2046A41802 |
| Operator 4 | OptiPlex 3050 Dell Tower | 1 | FC4V0M2 |
| Operator 4 | Denmat Flashlite CR1050 | 1 | 1803100053 |
| Operator 4 | Ivoclar Vivodent Triturator Silimat S6 | 1 | 101965 |
| Operator 4 | Seville Fan Classic Tower | 1 | n/a |
| Operator 4 | Insignia TV | 1 | LZFH7YA022534 |
| Operator 4 | Intra Oral Light | 1 | HALU0148 |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|-----------------|-----------------------------------------|-----------------|------------------------|
| Operator 5 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX17F0081 |
| Operator 5 | Covidien Sharps Bin Lot 17268 | 1 | Ref: 85161H |
| Operator 5 | Fiber Power Rear Delivery System | 1 | A52776 |
| Operator 5 | Forest Dental Chair FDC39H | 1 | B140295 |
| Operator 5 | Dental Chair | 1 | n/a |
| Operator 5 | Dental Light | 1 | n/a |
| Operator 5 | Whitening Light | 2 | n/a |
| Operator 5 | Cavitron 81861 | 1 | n/a |
| Operator 5 | | | |
| Operator 5 | Logitech Keyboard K235 | 1 | n/a |
| Operator 5 | Logitech Mouse M170 | 1 | 1717L20NGW68 |
| Operator 5 | Acer Computer Monitor G236HL | 1 | MMLVNAA00571002E482482 |
| Operator 5 | Logitech Keyboard K235 | 1 | 1717L020CF1B8 |
| Operator 5 | Dell Tower Optiplex 3050 | 1 | JSBF0M2 |
| Operator 5 | Steri Log Scanner X-1901C | 1 | 19011912007 |
| Operator 5 | Denmat Flashlight Curing Light CR1050 | 1 | 12-2350021508 |
| Operator 5 | Denstply Remfert Triturator 2770001000 | 1 | A1375601 |
| Operator 5 | Seville Fan Classic Tower | 1 | n/a |
| Operator 5 | Sony Radio ICF-C1 | 1 | 1359330 |
| Operator 5 | Insignia TV | 1 | LZFH4YA024229 |
| Operator 5 | Harloff IV Cart | 1 | 97838 |
| Operator 5 | Edan ECG Monitro M50 | 1 | 333037-M11901800002 |
| Operator 3 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EH22A0242 |
| Operator 3 | Covidien Sharps Bin Lot:17289 | 2 | Ref: 85161H |
| Operator 3 | Fiber Power Rear Delivery System | 1 | A52772 |
| Operator 3 | Forest Dental Chair FDC39H | 1 | B140262 |
| Operator 3 | Dental Light | 1 | n/a |
| Operator 3 | Cavitron Dentsply Plus 81857 | 1 | G13634195 |
| Operator 3 | Whitening Light | 1 | n/a |
| Operator 3 | Acer Computer Monitor G236HL | 1 | MMLVNAA00571002E482482 |
| Operator 3 | Logitech Keyboard K235 | 1 | n/a |
| Operator 3 | Logitech Mouse M170 | 1 | 1717LZ0LF158 |
| Operator 3 | Steri Log Scanner X-1901C | 1 | 19011912006 |
| Operator 3 | Denmat Flashlight Curing Light CR1050 | 1 | 2004400020 |
| Operator 3 | Seville Fan Classic Tower 10119P | 1 | n/a |
| Operator 3 | Dell Tower Optiplex 3050 | 1 | FC5P0M2 |
| Operator 3 | Sterilog Scanner X-1901C | 1 | 1934321090090 |
| Operator 3 | Seville Classic Tower Fan | 1 | n/a |
| Operator 3 | Insignia TV | 1 | n/a |
| Operator 6 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX17D0139 |
| Operator 6 | Covidien Sharps Bin Lot:17268 | 2 | Ref: 85161H |
| Operator 6 | Fiber Power Rear Delivery System | 1 | A52774 |
| Operator 6 | Forest Dental Chair FDC39H | 1 | B140253 |
| Operator 6 | Dental Light | 1 | n/a |
| Operator 6 | Cavitron 81861 | 1 | n/a |
| Operator 6 | Whitening Light | 1 | n/a |
| Operator 6 | Acer Computer Monitor G236HL | 1 | MMLVNAA05713010C62482 |
| Operator 6 | Logitech Keyboard K235 | 1 | n/a |
| Operator 6 | Logitech Mouse M170 | 1 | 1717LZ0NGNJ8 |
| Operator 6 | Steri Log Scanner X-1901C | 1 | 19011912012 |
| Operator 6 | Seville Fan Classic Tower 10119P | 1 | n/a |
| Operator 6 | Insignia TV | 1 | NS-39DR510CA17 |
| Operator 7 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX1710049 |
| Operator 7 | Sharps Bin Covidien Lot:17200 | 1 | Ref: 85161H |
| Operator 7 | Fiber Power Rear Delivery System | 1 | C614892 |
| Operator 7 | Forest Dental Chair FDC39H | 1 | B140254 |
| Operator 7 | Dental Light | 1 | n/a |
| Operator 7 | Whitening Light | 1 | n/a |
| Operator 7 | Cavitron 81861 | 1 | n/a |
| Operator 7 | Acer Computer Monitor G236HL | 1 | MMLVNAA00571300FC42482 |
| Operator 7 | Paper Towel Dispenser | 1 | D17D28-093BA0 |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|-----------------------------|-----------------------------------------|----------|----------------------------------------|
| Operator 7 | Logitech Keyboard K235 | 1 | n/a |
| Operator 7 | ONN Mouse 0NA19H0001C | 1 | n/a |
| Operator 7 | Dell Optiplex 3050 Tower | 1 | FC5S0M2 |
| Operator 7 | Steri Log Scanner X-1901C | 1 | 19011912017 |
| Operator 7 | Seville Classic Tower Fan | 1 | n/a |
| Operator 7 | Insignia TV | 1 | LZFH8YA038261 |
| Operator 8 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX1710047 |
| Operator 8 | Covidien Sharps Bin Lot: 17268 | 2 | Ref: 85161H |
| Operator 8 | Fiber Power Rear Delivery System | 1 | AS2775 |
| Operator 8 | Forest Dental Chair FDC39H | 1 | n/a |
| Operator 8 | Dental light | 1 | n/a |
| Operator 8 | Whitening Light | 1 | n/a |
| Operator 8 | Cavitron 81861 | 1 | n/a |
| Operator 8 | Acer Computer Monitor G236HL | 1 | MMLVNAA005713010CD2482 |
| Operator 8 | Dell Keyboard | 1 | CN-ORKRON-L0200-78N-OGON-A03 |
| Operator 8 | Lenova Mouse M01U)) | 1 | 8SSM50L24505AVLC97416T6 |
| Operator 8 | Dell Optiplex 3050 Tower | 1 | FC5R0MA |
| Operator 8 | Steri Log Scanner X-1901C | 1 | 19011912016 |
| Operator 8 | Seville Classic Tower Fan 10119P | 1 | n/a |
| Operator 8 | Insignia TV | 1 | n/a |
| Doctor's Office Area 1 - FM | Samsung Monitor | 1 | ZZN8H4ZJ900689A |
| Doctor's Office Area 1 - FM | Acer Keyboard | 1 | DICUSCIB05834100A4AK800 |
| Doctor's Office Area 1 - FM | Dell Mouse MS116T | 1 | CN0DVORH-L0300-78L-1FOT |
| Doctor's Office Area 1 - FM | Lenova Tower 002CUS | 1 | MJOBHC9D |
| Doctor's Office Area 1 - FM | Cisco Phone CP8845 | 1 | FHC2328 |
| Doctor's Office Area 1 - FM | Brother Printer | 1 | MFC-L3770CDN |
| Doctor's Office Area 1 - FM | Brother Printer | 1 | MFC-L3770CDWDEK7 |
| Doctor's Office Area 2 - ZP | Dell Tower OptiPlex 3050 | 1 | MSIP-RMM-E2K-D18M003 |
| Doctor's Office Area 2 - ZP | Acer Keyboard | 1 | CN-ORKRON-L0300-78N-097H-A03 |
| Doctor's Office Area 2 - ZP | Dell Mouse MS116T | 1 | CN-ODVCRH-L0300-79E-09GQ |
| Doctor's Office Area 2 - ZP | Samsung Monitor | 1 | N/A |
| Doctor's Office Area 3 - KP | Samsung Monitor S27F350FHN | 1 | 22N8H4ZJA009411 |
| Doctor's Office Area 3 - KP | HP Keyboard KB57211 | 1 | 672647-003 724720-001 |
| Doctor's Office Area 3 - KP | Souris Sans Fil Mouse G5L-BK | 1 | 1920A25068 |
| Doctor's Office Area 3 - KP | Dell Tower OptiPlex 3050 | 1 | JSBCOM2 |
| Doctor's Office Area 3 - KP | Cisco Phone CP8845 | 1 | FCH2327FAWF |
| Doctor's Office Area 4 - AB | Samsung Monitor | 1 | 527F350FH |
| Doctor's Office Area 4 - AB | HP Keyboard 59550-CA | 1 | 2996019 |
| Doctor's Office Area 4 - AB | Dell Mouse MS116T | 1 | CN-ODVORH-L0300-79E-0973 |
| Doctor's Office Area 4 - AB | Lenova Tower 002CUS | 1 | MJ09L21B |
| Other | Sensor #1 Carestream RVG200 | 3 | HJJA0210, FIJA0040, HGJA0314, FJA0020 |
| Other | Sensor #2 Carestream RVG200 | 4 | HJJB0341, FHHB0202, JAJB0119, FJJBO207 |
| Other | Intra Oral Camera Carestream CS1500 | 4 | 160889976559819 |
| Other | Endo Cart Global | 1 | n/a |
| Other | Ortho Cart Global | 1 | n/a |
| Other | Phillips AED M3857A | 1 | n/a |
| Other | Bluebell Medical Surgical Cart | 1 | n/a |
| Other | Brother Printer MFC-9130CW | 1 | U63479G8J955747 |
| Other | N20 Machine Motrx MDM | 1 | 28700 |
| Other | HP Pavilion Monitor | 1 | 3CM413ON3C |
| Other | Epson Scanner ES400 II | 1 | X8P2058421 |
| Other | Dell Keyboard | 1 | CN-ON6R8G-PRC00-78M00ERA02 |
| Other | Dell Mouse MS116T | 1 | CN-ODVORH-LO300-79E09HN |
| Other | Dell Tower Optiplex 3050 | 1 | JSB9JL2 MSIP-RMM-E2K-D18M003 |
| Other | Cisco Phone CP8845 | 1 | FCH2327ETTI |
| Other | Chair 2020030582 | 1 | n/a |
| Area 3 - RP | Epson Scanner ES400 II | 1 | X8PZ072313 |
| Area 3 - RP | Samsung Monitor LS27F350F9NXZA | 1 | 22N8H4Z1902704M |
| Area 3 - RP | Dell Keyboard | 1 | CN-ON6R8G-PRC00-78K06GQ-A02 |
| Area 3 - RP | Logitech Mouse M170 | 1 | 1717LZ0NGW88 |
| Area 3 - RP | Dell Optiplex 3050 Tower | 1 | MSIP-RMM-E2K-D18MOO3 |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|------------------------|-----------------------------------------|----------|--------------------------|
| Area 3 - RP | Cisco Phone CP8845 | 1 | FCH2326DNYK |
| Area 3 - RP | Fabrique Chair | 1 | E48244 |
| Area 3 - RP | Brother Printer MFC-L2710DW | 1 | U64969D1N899619 |
| Area 4 - MA | Epson Scanner ES400 II | 1 | X8PZ058438 |
| Area 4 - MA | Samsung Monitor S27F350FHN | 1 | 22N8H4ZJA013578 |
| Area 4 - MA | Dell Keyboard | 1 | CN-ON6R8G-PRC00 |
| Area 4 - MA | Logitech Mouse M170 | 1 | 2017LZX6VFQ8 |
| Area 4 - MA | Dell Tower Optiplex 3050 | 1 | JSBBJL2 |
| Area 4 - MA | Cisco Phone CP8845 | 1 | FCH2327ETT3 |
| Area 4 - MA | Fabrique Chair | 1 | e48244 |
| Waiting Area | Chairs | 2 | n/a |
| Waiting Area | Samsung TV 1 West | 1 | D6C13CY902240K |
| Waiting Area | Samsung TV 2 West | 1 | 06C33C2S8005852 |
| Waiting Area | Fridge | 1 | Item 101 |
| Waiting Area | Water Cooler | 1 | 8LIECH-SC-SSS-5L-W-09 |
| Waiting Area | Black Sofa Chairs | 7 | |
| Waiting Area | Black Sofa Chairs with buttons | 5 | |
| Operator 1 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX17I0048 |
| Operator 1 | Covidien Sharps Bin Lot:17085 | 1 | Ref: 8516H |
| Operator 1 | Fiber Power Rear Delivery System | 1 | A52770 |
| Operator 1 | Forest Dental Chair FDC39H | 1 | B140256 |
| Operator 1 | Dental Light | 1 | n/a |
| Operator 1 | Whitening Light | 1 | n/a |
| Operator 1 | Acer Computer Monitor G236HL | 1 | MMLVNAA00571002FAA2482 |
| Operator 1 | Logitech Keyboard K235 | 1 | n/a |
| Operator 1 | Logitech Mouse M170 | 1 | 1717LZO635A8 |
| Operator 1 | Dell Tower Optiplex 3050 | 1 | JSBBOM2 |
| Operator 1 | Sterilog Scanner X-1901C | 1 | 19011912013 |
| Operator 1 | Denmat Flashlite 9163201 | 1 | 2004400020 |
| Operator 1 | Ivoclar Vivodent Triturator Silimat S6 | 1 | 100992 |
| Operator 1 | Seville Classic Tower Fan 10119P | 1 | n/a |
| Operator 1 | Sony Radio ICF-C1 | 1 | 2610573 |
| Operator 1 | Insignia TV | 1 | n/a |
| Operator 1 | Intra Oral Camera | 1 | 10CV0171 |
| Operator 2 | Belmont Phot-XIIS Xray Unit AR-55WKCT08 | 1 | EX17F0086 |
| Operator 2 | Covidien Sharps Bin Lot: 17268 | 1 | Ref: 8516H |
| Operator 2 | Fiber Power Rear Delivery System | 1 | A52769 |
| Operator 2 | Forest Dental Chair FDC39H | 1 | B140252 |
| Operator 2 | Dental Light | 1 | n/a |
| Operator 2 | Welch Allyn O2 Machine | 1 | n/a |
| Operator 2 | Dell Medit Tower | 1 | 23SG3Y2 |
| Operator 2 | APC Medit Back UP | 1 | n/a |
| Operator 2 | Dell Medit Keyboard | 1 | CN-ON6R8GPRC0078J04CYA02 |
| Operator 2 | Logitech Medit Mouse M170 | 1 | 1717LZ0K34D8 |
| Operator 2 | Dell Medit Monitor | 1 | CN-0488CGWS200982300LA11 |
| Operator 2 | Intra Oral Medit Scanner I500 | 1 | ANZ101100068 |
| Operator 2 | Core Implant Cart | 1 | n/a |
| Operator 2 | Straumann Implant Motor U1095749000 | 1 | 100780 |
| Addendum - Other Items | | | |
| | Box of toothpaste 70-2010-S6SG-4 | 19 | |
| | Crest toothpaste 4-05-13-10 | 24 | |
| | General Electric Fridge | 1 | GDE21DSKFKSST11315407 |
| | Panasonic Microwave | 1 | EB039751140417706110365 |
| | Primo | 1 | 1708020531 |
| | Office Table | 1 | |
| | Office Chairs | 7 | |
| | Lockers (4x4), (2x2) | 4 | |
| | Samsung TV | 1 | |
| | Landrover Discovery | 1 | SALRG2RV5K2412525 |
| | All syringes | | |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Red Deer Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|----------|-------------------------|----------|---------------|
| | All medical instruments | | |
| | All gloves | | |
| | All PPE | | |

SCHEDULE 5

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Calgary Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|------------------------------|---------------------------------------------------------|----------|--------------------------|
| Front waiting area | Black chairs | 18 | |
| Front waiting area | flatscreen tv | 1 | Unknown |
| Reception area | Steno chairs | 4 | |
| Reception area | Dell Monitor keyboard & mouse | 1 | CN-07PTNN |
| Reception area | Epson Printer/scanner | 1 | X7Y9061642 |
| Reception area | Dell Monitor keyboard & mouse | 1 | CN-07PTNN |
| Reception area | Dell Monitor keyboard & mouse | 1 | CN-07PTNN |
| Reception area | Dell modems | 1 | 20835264027 |
| Reception area | Epson Scanner | 1 | X8PZ072912 |
| Reception area | Epson Scanner | 1 | X8PZ072910 |
| Reception area | Dell Monitor keyboard & mouse | 1 | CN-07PTNN |
| Staff room | tables | 2 | |
| Staff room | chairs, misc | 5 | |
| Staff room | microwave | 1 | |
| Staff room | keurig | 1 | |
| Storage Room | epson printers (not in use) | 2 | |
| Server room | BENQ monitor | 1 | unknown |
| Server room | UNV Network video recorder | 1 | 210235XDPJ3223000002 |
| Server room | Dell Power Edge T440 | 1 | 3T0FWM3 |
| Server room | APC | 1 | 3S2142X40856 |
| Server room | Router | 2 | 3AS2455G0011C/unknown |
| Electrical room | Acer desktop computer, not in use | 1 | |
| Controlled Substances Onsite | Xylocaine | 8 | 20 ml each |
| Controlled Substances Onsite | Flumazenil | 4 | 5 mg each |
| Controlled Substances Onsite | Epinephrine | 10 | 1 ml each |
| Controlled Substances Onsite | Phenylephrin Hydrochloride | 15 | 10 mg |
| Controlled Substances Onsite | Clyndomyasin | 43 | 2 ml each |
| Controlled Substances Onsite | Triazolam | 1 | pill form |
| Controlled Substances Onsite | Fentanyl | 28 | 2 ml each |
| Controlled Substances Onsite | Dexamethasone Omega | 14 | 5 ml each |
| Controlled Substances Onsite | Ketoralac | 29 | 30 mg each |
| Controlled Substances Onsite | Metoclopramide | 29 | 10 mg each |
| Controlled Substances Onsite | Midazolam | 9.5 | 10 ml each |
| Controlled Substances Onsite | Naloxone Case | 3 | .4 mg |
| Controlled Substances Onsite | Dental Emergency Kit: Mylan Nitro Spray | 1 | |
| Controlled Substances Onsite | Dental Emergency Kit:Xylocaine | 2 | 20 mg |
| Controlled Substances Onsite | Dental Emergency Kit: Flumazenil | 6 | 5 mg |
| Controlled Substances Onsite | Dental Emergency Kit: Epinephrine | 10 | 1 ml each |
| Controlled Substances Onsite | Dental Emergency Kit: Diphenhydramine | 10 | 1 ml each |
| Controlled Substances Onsite | Dental Emergency Kit: Bottle of Aspirin | 1 | |
| Controlled Substances Onsite | Dental Emergency Kit: Atropine | 10 | 1 ml each |
| Controlled Substances Onsite | Dental Emergency Kit: Naloxone | 6 | .4 mg each |
| Controlled Substances Onsite | Dental Emergency Kit: Phenylephrine | 11 | 1 ml each |
| Controlled Substances Onsite | Dental Emergency Kit: Allerject | 1 | .3 mg |
| Controlled Substances Onsite | Dental Emergency Kitd: Epinephrine inject | 1 | |
| Controlled Substances Onsite | Dental Emergency Kit: Aposalbutamol (inhaler) | 1 | 100 mcg |
| Xray Room | Dell Modem | 1 | JCZ50M3 |
| Xray Room | Dell Monitor | 1 | CN-07PTNN |
| Xray Room | Dell Keyboard | 1 | JK-8500EU-2101 |
| Xray Room | Dell Mouse | 1 | not available |
| Xray Room | Axeos Xray Machine | 1 | 10812 |
| Xray Room | DentSply Sirona Computer, Model 6543131 | 1 | 51245 |
| Xray Room | Strawmann Surgical Magic Pro with CAFL | 1 | not available |
| Xray Room | Duo Pen | 1 | not available |
| Xray Room | Dentply | 1 | not available |
| Xray Room | Office chair | 1 | not available |
| Xray Room | Desk | 1 | not available |
| Xray Room | Dell Modem | 1 | not available |
| Sterilization Room | Midwest Automate | 1 | 7245 |
| Sterilization Room | Isonic | 1 | 1017 0122085 |
| Sterilization Room | Lexa 1 W&H Sterilizing machine | 1 | 162302 |
| Sterilization Room | Lexa 2 W&H Sterilizing Machine | 1 | 162320 |
| Sterilization Room | Hydrim #1 L110w by Scican | 1 | 400122D00008 |
| Sterilization Room | Hydrim #2 - Scican L110w by Scican | 1 | 400122D00004 |
| Sterilization Room | 3m Attest | 1 | 508851 |
| Sterilization Room | Sterilog Mach1 label machine | 1 | not available |
| Sterilization Room | IPAD for Sterilog machine | 1 | SCS2096 |
| Patient Room #1 | Small chair - Takara Belmont | 1 | 063892 |
| Patient Room #1 | Renfert Promix | 1 | A1375252 |
| Patient Room #1 | Lite Magnet | 1 | not available |
| Patient Room #1 | Cavitron Plus Gen 136 | 1 | G136-105613 |
| Patient Room #1 | Cavitron Tap on Foot Pedal | 1 | PIN81861 |
| Patient Room #1 | Dell Monitor | 1 | CN-07PTNN |
| Patient Room #1 | Dell Keyboard IEC 60950-1 | 1 | not available |
| Patient Room #1 | Dell Mouse | 1 | CN 065K5F-L0300-162-OC9V |
| Patient Room #1 | Dell Modem | 1 | DPIN G8TFXA00 |
| Patient Room #1 | Sterilog Model X-1901C | 1 | 1934321090046 |
| Patient Room #1 | Belmont Xray Controller Model AR-55-WKCT01 | 1 | EX21L0582 |
| Patient Room #1 | Belmont Xray Head Model #505-H | 1 | EH21L0582 |
| Patient Room #1 | Takara Company - Belmont Dental Chair Model QSW-C | 1 | 89581 |
| Patient Room #1 | Belmont Dental Delivery Unit (suction/water etc.) | 1 | VW21E0235 |
| Patient Room #1 | Belmont Clesta LED Dental Light | 1 | AV21K0328 |
| Patient Room #1 | Side Chair - Takara brand - Model #99 | 1 | 63888 |
| Patient Room #1 | Pediatric dental apparatice - no information on machine | 1 | not available |
| Patient Room #1 | Monitor in ceiling | 1 | not available |
| Patient Room #1 | Samsung TV | 1 | 09P03CPRB01437V |
| Patient Room #2 | Cavitron Plus and Sterilog Model X-1901C | 1 | 1934321 090060 |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Calgary Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|-----------------|-------------------------------------------------------------------|----------|------------------------------|
| Patient Room #2 | Cavitron Plus Foot Pedal | 1 | PIN81861 |
| Patient Room #2 | Dell Monitor | 1 | CN 07PTNN |
| Patient Room #2 | Dell Keyboard | 1 | not available |
| Patient Room #2 | Dell Mouse | 1 | not available |
| Patient Room #2 | Belmont Delivery Unit (suction/water etc). | 1 | VW#21E0238 |
| Patient Room #2 | Belmont Phot X IS Xray Controller | 1 | EX21L0575 |
| Patient Room #2 | Belmont Xray Head Model #505-H | 1 | EH21L0575 |
| Patient Room #2 | Takara Brand Chair | 1 | 063893 |
| Patient Room #2 | Belmont Patient Chair | 1 | 89581 |
| Patient Room #2 | Belmont Clesta LED Dental Light | 1 | AV21K0335 |
| Patient Room #2 | Side Chair - Takara brand - Model #99 | 1 | 063884 |
| Patient Room #2 | Samsung TV | 1 | 09P03CVRC01531E |
| Patient Room #2 | Renfert Promix | 1 | A1375268 |
| Patient Room #2 | Monitor in ceiling | 1 | not available |
| Patient Room #2 | Dell Modem | 1 | Tag: 4JK30M3 |
| Patient Room #2 | Lite Magnet | 1 | 2200700013 |
| Patient Room #3 | Belmont Chair - Takara brand | 1 | 063886 |
| Patient Room #3 | Samsung TV | 1 | 09P03CPRB01440E |
| Patient Room #3 | Small chair - Takara Belmont | 1 | 063895 |
| Patient Room #3 | Dell Monitor | 1 | CN07PTNN |
| Patient Room #3 | Dell keyboard | 1 | not available |
| Patient Room #3 | Dell mouse | 1 | not available |
| Patient Room #3 | Dell Modem | 1 | Tag: 7KK30M3 |
| Patient Room #3 | Sterilog X1901C | 1 | 1934321090050 |
| Patient Room #3 | Belmont Dental Delivery Unit (suction/water etc.) with foot pedal | 1 | VW21C0185 |
| Patient Room #3 | Belmont Patient Chair QSW-C | 1 | Ref: 89581 |
| Patient Room #3 | Clesta LED Light Model AL-302C-NA-PN | 1 | AV21K0339 |
| Patient Room #3 | Renfert Promix | 1 | A1376918 |
| Patient Room #3 | Lite Magnet | 1 | not available |
| Patient Room #3 | Belmont X-Ray Head Model 505-H | 1 | EH21K0126 |
| Patient Room #3 | Belmont X-Ray Controller | 1 | EX21K1026 |
| Patient Room #3 | Monitor in ceiling | 1 | not available |
| Patient Room #6 | Small chair - Takara Belmont | 1 | not available |
| Patient Room #6 | Cavitron Plus IC4681B-DPD | 1 | 81842 |
| Patient Room #6 | Dell Monitor | 1 | CN-07PTNN |
| Patient Room #6 | Dell Keyboard | 1 | not available |
| Patient Room #6 | Dell Mouse | 1 | not available |
| Patient Room #6 | Belmont Phot XIS Xray Controller | 1 | EX21L0581 |
| Patient Room #6 | Sterilog Model X-1901C | 1 | 190122010088 |
| Patient Room #6 | Dell Modem | 1 | not available |
| Patient Room #6 | Belmont Xray Head Model #505-H | 1 | EH21L0581 |
| Patient Room #6 | Belmont Dental Delivery Unit (suction/water etc.) | 1 | VW21E0245 |
| Patient Room #6 | Belmont Patient Chair UL3602 | 1 | 89581 |
| Patient Room #6 | Clesta LED Light Model AL-302C-NA-PN | 1 | AV21K0345 |
| Patient Room #6 | Pediatric dental apparatus - no information on machine | 1 | not working |
| Patient Room #6 | Small chair - Takara Belmont | 1 | 063887 |
| Patient Room #6 | Small leather footstool | 1 | not available |
| Patient Room #6 | Samsung TV | 1 | 09P03GT100760M |
| Patient Room #6 | Monitor in ceiling | 1 | not available |
| Patient Room #5 | Cavitron Plus | 1 | 136-104558 |
| Patient Room #5 | Sterilog X-1901C | 1 | 1934231090047 |
| Patient Room #5 | Dell Monitor | 1 | CN-07PTNN |
| Patient Room #5 | Dell Keyboard | 1 | 167-OE5-A04 |
| Patient Room #5 | Dell Mouse | 1 | not available |
| Patient Room #5 | Dell Modem | 1 | G8TFXA00T502 |
| Patient Room #5 | Monitor in ceiling | 1 | not available |
| Patient Room #5 | Belmont Xray Controller Model AR-55-WKCT01 | 1 | EX21L0574 |
| Patient Room #5 | Belmont Xray Head Model #505-H | 1 | EH21L0574 |
| Patient Room #5 | Belmont Dental Delivery Unit (suction, water etc.) | 1 | VW21E0234 |
| Patient Room #5 | Belmont Patient Chair | 1 | not available |
| Patient Room #5 | Clesta LED Light Model AL-302C-NA-PN | 1 | AV21K0332 |
| Patient Room #5 | Samsung TV | 1 | 09P03CVRC01532V |
| Patient Room #4 | Cavitron Plus D00379063-11 | 1 | 72021091 |
| Patient Room #4 | Belmont Xray Controller Model AR-55-WKCT01 | 1 | EX21K0129 |
| Patient Room #4 | Belmont Xray Head Model #505-H | 1 | EH21K0129 |
| Patient Room #4 | Dell Monitor | 1 | CN-07PTNN |
| Patient Room #4 | Dell Keyboard IEC 60950-1 | 1 | 167-0BRS-A04 |
| Patient Room #4 | Chair QSW-C | 1 | Ref: 89581 |
| Patient Room #4 | Clesta LED Light Model AL-302C-NA-PN | 1 | AV21K0330 |
| Patient Room #4 | Primscan Cart | 1 | not available |
| Patient Room #4 | Belmont Dental Delivery Unit (water,suction etc.) | 1 | VW21E0242 |
| Patient Room #4 | Samsung TV | 1 | 09P03CGT100767V |
| Patient Room #4 | Monitor in ceiling | 1 | not available |
| Patient Room #7 | Empty | | |
| Dentist Office | Office chairs | 2 | not available |
| Dentist Office | Epson Printer Workforce Pro | 1 | X7Y9061565 |
| Dentist Office | Side Chair - Takara brand - Model #99 | 1 | not available |
| Dentist Office | Dell Monitor | 1 | CN-07PTNN |
| Dentist Office | Dell Keyboard | 1 | not available |
| Dentist Office | Dell Mouse | 1 | not available |
| Dentist Office | Neodent Easy Guide | 3 | not available |
| Dentist Office | Renfert Promix | 3 | A1375366, A1377021, A1375259 |
| Dentist Office | Dentsply Sirona | 1 | 662053 |
| Dentist Office | Cisco Phone | 1 | FCH25213MNH |
| Dentist Office | Bovie High Temperature Cautery Kit | 1 | not available |
| Dentist Office | Dell Modem | 1 | GSTFXADDJ502 |
| Dentist Office | Samsung TV | 1 | 09P03CGT100753A |

Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp. - Interim Receivership
Calgary Location Listing - August 24, 2022

| Location | Description | Quantity | Serial Number |
|----------------|-------------------------------|----------|---------------|
| Dentist Office | Foot control pad | 1 | 021Y1025 |
| Dentist Office | Strawmann Surgical Magic Pro | 1 | 01Z 02473 |
| Dentist Office | Implanter Dental Implant Unit | 1 | P2110675L |
| Dentist Office | Foot pedal | 1 | 211MF4 |

SCHEDULE 6

Delta Dental Corp. ("DDC")
Interim Statement of Receipts and Disbursements
For the Period Ended September 8, 2022

| | | Notes |
|-------------------------------------|------------------|--------------|
| Receipts: | | |
| Cash held in financial institutions | \$ 88,896 | 1 |
| Accounts receivable | 4,047 | 2 |
| Total receipts: | 92,943 | |
| Disbursements: | | |
| Contractor fees | 32,064 | 3 |
| Payroll | 8,047 | 4 |
| Operating expenses | 2,640 | |
| GST Paid | 47 | |
| Total disbursements: | 42,797 | |
| Net available cash: | \$ 50,146 | |

Notes - general:

1. On August 23, 2022 (the "Filing Date"), the Court of King's Bench of Alberta granted an Interim Receivership Order appointing MNP Ltd. as Interim Receiver over all of the current and future assets, undertakings and property of DDC.

Notes - specific:

1. Represent amounts collected from DDC's account with Scotiabank (the "DDC Account") since the date of interim receivership. As at September 8, 2022 there was \$13,687.85 in the DDC Account, which was set to deposit only.
2. Represents amounts collected from patients and their insurance providers.
3. Represents payments to dentists and hygienists who are retained on a contract basis.
4. Represents payroll, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives.

52 Dental Corporation ("52 Dental")
Interim Statement of Receipts and Disbursements
For the Period Ended September 8, 2022

| | | <u>Notes</u> |
|-------------------------------------|-------------------------|--------------|
| Receipts: | | |
| Cash held in financial institutions | \$ 91,944 | 1 |
| Accounts receivable | 25,117 | 2 |
| Total receipts: | <u>117,061</u> | |
| Disbursements: | | |
| Contractor fees | 16,183 | 3 |
| Payroll | 9,741 | 4 |
| Operating expenses | 1,333 | |
| Total disbursements: | <u>27,257</u> | |
| Net available cash: | <u><u>\$ 89,804</u></u> | |

Notes - general:

1. On August 23, 2022 (the "Filing Date"), the Court of King's Bench of Alberta granted an Interim Receivership Order appointing MNP Ltd. as Interim Receiver over all of the current and future assets, undertakings and property of 52 Dental.

Notes - specific:

1. Represent amounts collected from Delta's account with Scotiabank (the "Delta Account") since the date of interim receivership. As at September 8, 2022 there was \$21,930.43 in the DDC Account, which has been set to deposit only.
2. Represents amounts collected from patients and their insurance providers.
3. Represents payments to dentists and hygienists who are retained on a contract basis.
4. Represents payroll, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives.

Faissal Mouhamad Professional Corporation ("FMPC")
Interim Statement of Receipts and Disbursements
For the Period Ended September 8, 2022

| | | <u>Notes</u> |
|-----------------------------------------------|------------------------|--------------|
| Receipts: | | |
| Cash held in financial institutions | \$ 1,281 | 1 |
| Total receipts: | <u>1,281</u> | |
| Disbursements: | | |
| Total disbursements: | <u>-</u> | |
| Excess of receipts over disbursements: | 1,281 | |
| Net available cash: | <u><u>\$ 1,281</u></u> | |

Notes - general:

1. On August 23, 2022 (the "Filing Date"), the Court of King's Bench of Alberta granted an Interim Receivership Order appointing MNP Ltd. as Interim Receiver over all of the current and future assets, undertakings and property of FMPC.

Notes - specific:

1. Represent amounts collected from FMPC's account with RBC since the Filing Date.

SCHEDULE 7

FAISSAL MOUHAMAD PROF CORP
7151 50 AVE
RED DEER, AB T4N 4E4

DATE : 10 Aug 2022

ACCOUNT NUMBER: 56838

AS REQUESTED, WE ARE PLEASED TO CONFIRM THE FOLLOWING COVERAGE IN FORCE ON THE ABOVE ACCOUNT.

| PLAN # | COVERAGE IN FORCE |
|------------------------------------------------------------------------------------------------------------------------|-------------------|
| 28A TRIPLEGUARD™ | |
| INSURER: ZURICH INSURANCE COMPANY LTD | |
| POLICY NUMBER: 8619962 | |
| EFFECTIVE DATE: January 1, 2022 at 00:01 EST | |
| POLICY EXPIRY: January 1, 2023 at 00:01 EST | |
| LOCATION(S) INSURED: 108-5205 POWER CENTRE BLVD DRAYTON VALLEY, AB T7A 0A5 | |
| EARTHQUAKE DEDUCTIBLE: 5 % of insurance coverage amount subject to a minimum deductible of \$ 50,000 per occurrence | |
| BUILDING CODE : MASONRY | |
| INSURED: MOUHAMAD, FAISSAL FAISSAL MOUHAMAD PROF CORP 985842 ALBERTA LTD | |
| OFFICE CONTENTS (BROAD FORM) : | 1,100,000 |
| DEDUCTIBLE: \$ 1,000 APPLICABLE TO OFFICE CONTENTS, PRACTICE INTERRUPTION AND COMMERCIAL GENERAL LIABILITY | |
| ANNUAL AGGREGATE LIMIT FOR FLOOD: | 1,100,000 |
| ANNUAL AGGREGATE LIMIT FOR EARTHQUAKE: | 1,100,000 |
| VALUABLE PAPERS: | 50,000 |
| ACCOUNTS RECEIVABLE: | 50,000 |
| MONEY & SECURITIES: | 15,000 |
| EMPLOYEE DISHONESTY: | 25,000 |
| CONDOMINIUM UNIT OWNERS - CONTINGENT COVERAGE: | 100,000 |
| PRACTICE INTERRUPTION: ACTUAL LOSS SUSTAINED | |
| COMMERCIAL GENERAL LIABILITY: | |
| - EACH OCCURRENCE | 5,000,000 |
| - PERSONAL INJURY | 5,000,000 |
| - MEDICAL PAYMENTS (ANY ONE PERSON) | 25,000 |
| - GENERAL AGGREGATE | 10,000,000 |
| - AGGREGATE PRODUCTS - COMPLETED OPERATIONS | 10,000,000 |
| - TENANT'S LEGAL LIABILITY | 5,000,000 |
| EQUIPMENT BREAKDOWN: NO | |
| LOSS PAYABLE: | |
| THE TORONTO-DOMINION BANK 4902 GAETZ AVE RED DEER AB T4N4A8 | |

In the event of a discrepancy between this confirmation document and your insurance policy, the terms of your insurance policy shall prevail.
All limits of insurance premiums and other amounts are expressed in Canadian Currency.

FAISSAL MOUHAMAD PROF CORP

DATE : 10 Aug 2022

CONTINUATION OF COVERAGE

ACCOUNT NUMBER: 56838

AS REQUESTED, WE ARE PLEASED TO CONFIRM THE FOLLOWING COVERAGE IN FORCE ON THE ABOVE ACCOUNT.

| PLAN # | COVERAGE IN FORCE |
|-----------|----------------------|
|-----------|----------------------|

BILLING FREQUENCY: MONTHLY

PKC

08/10/2022

PAGE 2

EXHIBIT "B"

THIS IS EXHIBIT "B"
referred to in the Affidavit of
Ima Mercado

Sworn before me this 14
day of September, 2022

[Signature]
A Commissioner for Oaths in and for Alberta

JENNIFER PARRENO PACQUING
A commissioner for Oaths

in and for Alberta
My Commission expires April 06, 2025
Appointee No. 0764647

Irma Alvarado

From: Kourtney Rylands
Sent: Friday, September 9, 2022 6:13 PM
To: strace@millerthomson.com; msiry@millerthomson.com; MPark@warrensinclair.com; Adam Maerov; Vanessa.Allen@mnp.ca; reception@cdsab.ca; complaintsdirector@adaandc.com; bsc@scotiabank.com; collateral.guard@teranet.ca; dhendrix@hendrixlaw.ca; absecparties@avssystems.ca; bfindlater@wilcraft.com; mmohamad@mcivordevelopments.com; carli@codylaw.ca; Christina@codylaw.ca; 18662190311@efaxds.com
Subject: RE: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al; Court of King's Bench Action No. 2203 12557
Attachments: Letter to Service List - First Report of the Receiver dated September 9, 2022.pdf; 64703720_1_Service List_.pdf; CIRC Final Interim Receiver's First Report (FMPC) 9_9_22.pdf

| Tracking: | Recipient | Delivery |
|------------------|---------------------------------|-----------------------------|
| | strace@millerthomson.com | |
| | msiry@millerthomson.com | |
| | MPark@warrensinclair.com | |
| | Adam Maerov | Delivered: 9/9/2022 6:13 PM |
| | Vanessa.Allen@mnp.ca | |
| | reception@cdsab.ca | |
| | complaintsdirector@adaandc.com | |
| | bsc@scotiabank.com | |
| | collateral.guard@teranet.ca | |
| | dhendrix@hendrixlaw.ca | |
| | absecparties@avssystems.ca | |
| | bfindlater@wilcraft.com | |
| | mmohamad@mcivordevelopments.com | |
| | carli@codylaw.ca | |
| | Christina@codylaw.ca | |
| | 18662190311@efaxds.com | |

Good afternoon,

Please find enclosed correspondence with respect to the above noted matter.

Regards,

Kourtney

mcmillan

Kourtney Rylands

Partner

Financial Services & Restructuring
d 403.355.3326 | f 403.531.4720
Kourtney.Rylands@mcmillan.ca

McMillan LLP

Lawyers | Patent & Trademark Agents
1700, 421 - 7th Avenue S.W.
Calgary, Alberta T2P 4K9
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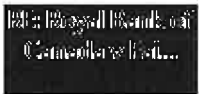
Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: strace@millerthomson.com; msiry@millerthomson.com
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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To: MPark@warrensinclair.com
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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Relayed: Royal Bank of
Canada v Faissal Mouhamad...

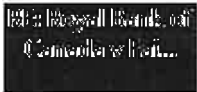
Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: carli@codylaw.ca; Christina@codylaw.ca
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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carli@codylaw.ca
Christina@codylaw.ca



Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: complaintsdirector@adaandc.com
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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complaintsdirector@adaandc.com



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Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: bsc@scotiabank.com
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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bsc@scotiabank.com



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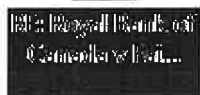
Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: collateral.guard@teranet.ca
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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collateral.guard@teranet.ca



Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: dhendrix@hendrixlaw.ca
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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dhendrix@hendrixlaw.ca



Relayed: Royal Bank of
Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: absecparties@avssystems.ca
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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absecparties@avssystems.ca



Relayed: Royal Bank of
Canada v Faissal Mouhamad Professional Corporation, et al;

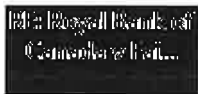
Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: bfindlater@wilcraft.com
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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bfindlater@wilcraft.com



Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: mmohamad@mcivordevelopments.com
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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mmohamad@mcivordevelopments.com



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Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

Irma Alvarado

From: postmaster@TORWSP01.law.mcmillan.ca
To: 18662190311@efaxds.com
Sent: Friday, September 9, 2022 6:13 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al;
Court of King's Bench Action No. 2203 12557

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18662190311@efaxds.com

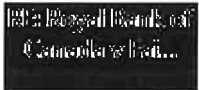



EXHIBIT "C"

THIS IS EXHIBIT "C"
referred to in the Affidavit of
Ima Alvarez
Sworn before me this 14
day of September, 2022.

A Commissioner for Oaths in and for Alberta

JENNIFER PARRENO PACQUING
A commissioner for Oaths
in and for Alberta
My Commission expires April 06, 2025
Appointee No. 0764647

Irma Alvarado

From: TrackingUpdates@fedex.com
Sent: Tuesday, September 13, 2022 8:56 AM
To: Irma Alvarado
Subject: FedEx Shipment 277883130684: Your package has been delivered

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL/EXTERNE]



Hi. Your package was
delivered Tuesday,
09/13/2022 at 9:49.



Delivered to 1525 BUFFALO PL PL, Winnipeg, MB R3T1L9
Received by R.HONDA

OBTAIN PROOF OF DELIVERY

TRACKING NUMBER [277883130684](#)

| | |
|------------------------------|-----------------------------------------------------------------------------|
| FROM | McMillan LLP 421 7th Avenue S W Suite 1700 Calgary, AB, CA, T2P4K9 |
| TO | CWB National Leasing Inc. 1525 Buffalo Place Winnipeg, MB, CA, R3T1L9 |
| PURCHASE ORDER NUMBER | Irma Alvarado |
| REFERENCE | 293571 |
| SHIPPER REFERENCE | 293571 |
| SHIP DATE | Mon 9/12/2022 03:17 PM |
| DELIVERED TO | Receptionist/Front Desk |
| PACKAGING TYPE | Your Packaging |
| ORIGIN | Calgary, AB, CA, T2P4K9 |
| DESTINATION | Winnipeg, MB, CA, R3T1L9 |
| SPECIAL HANDLING | Deliver Weekday |
| NUMBER OF PIECES | 1 |
| TOTAL SHIPMENT WEIGHT | 1.00 LB |
| SERVICE TYPE | FedEx First Overnight |



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Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

Irma Alvarado

From: Notification <notification@directitgroup.ca>
Sent: Monday, September 12, 2022 2:42 PM
To: Irma Alvarado
Subject: Delivery confirmation for job 13692391

[EXTERNAL/EXTERNE]

DIRECT·IT GROUP
COURIER

Delivery Confirmation
JOBID 13692391

Shipment From **McMillan LLP**

1 piece(s) Delivered to

Jovica Property Management Ltd.

500, 707 7 Avenue SW Calgary

Reference: **293571**

Delivered Sep 12 2022 2:42PM - Mountain Standard Time

Signed by Hannah

Irma Alvarado

From: Notification <notification@directitgroup.ca>
Sent: Monday, September 12, 2022 2:43 PM
To: Irma Alvarado
Subject: Delivery confirmation for job 13692397

[EXTERNAL/EXTERNE]

DIRECT·IT GROUP
COURIER

Delivery Confirmation
JOBID 13692397

Shipment From **McMillan LLP**

1 piece(s) Delivered to

1105550 Alberta Inc.

500, 707 7 Avenue SW Calgary

Reference: **293571**

Delivered Sep 12 2022 2:42PM - Mountain Standard Time

Signed by Hannah

13692439 Verified Delivered Hannah Sep 12, 2022 \$7.23 Sep 12, 2022 3:39:09 PM Sep 12, 2022 2:55:01 PM 285497 MCMILLAN LLP 1245233 Alberta Inc. 60

Irma Alvarado

From: Notification <notification@directitgroup.ca>
Sent: Monday, September 12, 2022 2:55 PM
To: Irma Alvarado
Subject: Delivery confirmation for job 13692404

[EXTERNAL/EXTERNE]

Shipment From **McMillan LLP**

1 piece(s) Delivered to

Solar Star Holings Inc.

500, 707 7 Avenue SW Calgary

Reference: **293571**

Delivered Sep 12 2022 2:55PM - Mountain Standard Time

Signed by Hannah

| OrderID | Status | Location | Proof of Delivery | Call Time | Rate | Due by | Delivered Time | Reference | From | To | Service Minutes |
|----------|-----------------------|-----------|-------------------|---------------------------|---------|-----------------------------|----------------|-----------|--------------|---------------|-----------------|
| 13894216 | Driver Responsibility | At Client | | Sep 13 2022 9:12:34 AM | \$35.19 | Sep 13, 2022 10:12:34 AM | | 289571 | MCMILLAN LLP | ATB FINANCIAL | 44 |

Irma Alvarado

From: TrackingUpdates@fedex.com
Sent: Wednesday, September 14, 2022 10:14 AM
To: Irma Alvarado
Subject: FedEx Shipment 277883361071: Your package has been delivered

[EXTERNAL/EXTERNE]



Hi. Your package was
delivered Wednesday,
09/14/2022 at 12:06.



Delivered to 250 YONGE ST. 12TH FL., Toronto, ON M5T1T4
Received by A.CATANZARO AT BMO

OBTAIN PROOF OF DELIVERY

TRACKING NUMBER [277883361071](#)

FROM McMillan LLP
421 7th Avenue S W
Suite 1700
Calgary, AB, CA, T2P4K9

TO Bank of Montreal
2nd Floor, 234 Simcoe St.
Toronto, ON, CA, M5T1T4

PURCHASE ORDER NUMBER Irma Alvarado

REFERENCE 293571

SHIPPER REFERENCE 293571

SHIP DATE Mon 9/12/2022 03:17 PM

DELIVERED TO Mailroom

PACKAGING TYPE Your Packaging

ORIGIN Calgary, AB, CA, T2P4K9

DESTINATION Toronto, ON, CA, M5T1T4

SPECIAL HANDLING Deliver Weekday

NUMBER OF PIECES 1

TOTAL SHIPMENT WEIGHT 1.00 LB

SERVICE TYPE FedEx First Overnight



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All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

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Thank you for your business.

TAB 15

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Sep 30, 2022

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

2203 12557

COURT OF KING'S BENCH OF ALBERTA

EDMONTON

ROYAL BANK OF CANADA

FAISSAL MOUHAMAD
CORPORATION, MCIVOR DEVELOPMENTS LTD.,
985842 ALBERTA LTD., DENTAL
CORPORATION, DELTA DENTAL CORP.,
WELLNESS CENTRE INC., PARADISE MCIVOR
DEVELOPMENTS LTD., MICHAEL DAVE
MANAGEMENT LTD., FAISSAL MOUHAMAD and
FETOUN AHMAD also known as FETOUN AHMED

RECEIVERSHIP ORDER

MILLER THOMSON LLP

Barristers and Solicitors

2700, Commerce Place

10155-102 Street

Edmonton, AB, Canada T5J 4G8

Phone: 780.429.1751

Fax: 780.424.5866

Lawyer's

Name:

Susy M. Trace

Lawyer's

Email:

strace@millerthomson.com

File No.:

0255685.0004

DATE ON WHICH ORDER WAS PRONOUNCED:

September 29, 2022

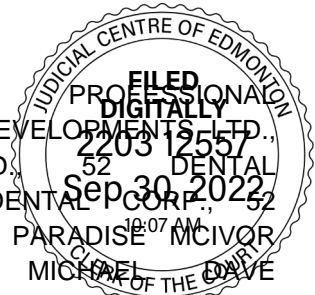
LOCATION WHERE ORDER WAS PRONOUNCED:

Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

D. R. Mah

UPON the application of Royal Bank of Canada ("**RBC**") in respect of 985842 Alberta Ltd. (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Jocelyn Beriault sworn August 19, 2022, the Supplemental Affidavit of Jocelyn Beriault sworn September 9, 2022, the Affidavit of Faissal Mouhamad SWORN August 23, 2022, the Affidavit of Faissal Mouhamad sworn September 8, 2022, the Supplemental Affidavit of Faissal Mouhamad sworn September 8, 2022, the Brief of Law of RBC, filed, the Brief of Law of Fetoun Ahmad, 52 Dental Corporation, and Delta Dental Corp., filed, the written submissions of Faissal Mouhamad Profession Corporation, filed, the Response Affidavit of Mahmoud Mohamad, sworn September 8, 2022, the first report to the court of MNP Ltd. in its capacity as interim receiver over the property, assets and undertaking of Faissal Mouhamad Professional Corporation, 52



Dental Corporation, Delta Dental Corp., the Written Submissions of 52 Wellness Centre Inc., Michael Dave Management Ltd., and 985842 Alberta Ltd. dated September 13, 2022, the Affidavit of Faissal Mouhamad sworn on September 13, 2022, and the Affidavit of Service, filed; **AND UPON** reading the consent of MNP Ltd. to act as receiver and manager (the "**Receiver**") of the Debtor, filed; **AND UPON** hearing counsel for RBC; **AND UPON** hearing counsel for the Defendants and any other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, and section 65 of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 MNP Ltd. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business,

cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

- (t) to conduct examinations, under oath of any person with knowledge of the affairs of the Debtor, if deemed necessary by the Receiver in its sole discretion;
- (u) to abandon, dispose of, transfer or otherwise release any interest in any of the Debtor's personal or real property;
- (v) to assign the Debtor into bankruptcy; and
- (w) to retain for the unexpired term, assign, surrender, renegotiate, or terminate any lease or agreement related to the Property; and
- (x) to collect the rents, profits and other receipts arising from the Property or any part thereof.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client

communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a **"Proceeding"**), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court or the written consent of the Receiver, provided, however, that this stay and suspension does not apply in respect of any “eligible financial contract” (as defined in the BIA), and further provided that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or

- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

- 13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

- 14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
- 15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to

prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or

- B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
 - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

- 17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

- 18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
- 19. The Receiver and its legal counsel shall pass their accounts from time to time.

20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000.00 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

WEBSITE

34. The Receiver shall establish and maintain a website in respect of these proceedings, at <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc> (the "**Receiver's Website**"), and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

35. Subject to paragraph 37 of this Order, 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 or otherwise served with notice of 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; and
- (b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

36. Subject to paragraph 37 of this Order, 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.

37. Upon any representative(s) of the Receiver attending at any premises of any of the Debtor, a representative of the Receiver shall provide to any senior management employee or representative of the Debtor (as determined in the discretion of the Receiver) a true unfiled copy of this Receivership Order endorsed by the Justice of the Court granting this Order, and service in this manner shall be deemed to be good and sufficient service of the Receivership Order on the Debtor.

38. Upon service of this Order as provided for in this Order, the Debtor shall grant to the Receiver, and any of its employee, agents, or representatives full unrestricted, unobstructed, and unfettered access to the property, the Debtor's business and the Records in accordance with this Order, and the Debtors, nor any of its shareholders, current or previous directors, officers, employees, or anyone else acting on behalf of any of the Debtor shall interfere with, obstruct, deny access to, or otherwise impede the Receiver or its employees, agents or representatives, from lawfully carrying out any provision of this Order.



Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that **MNP Ltd.**, the interim receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of 985842 Alberta Ltd. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the 29th day of September, 2022 (the "**Order**") made in action number 2203 12557, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$150,000.00 that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the _____ day of each month**] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

MNP Ltd., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

TAB 16

COURT FILE NO. 2203-12557
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA

DEFENDENTS 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 FIRST REPORT OF THE RECEIVER AND MANAGER OF FAISSAL
MOUHAMAD PROFESSIONAL CORPORATION, DELTA DENTAL CORP.
MICHAEL DAVE MANAGEMENT LTD., 52 DENTAL CORPORATION
AND 52 WELLNESS CENTRE INC.

FILED September 29, 2022

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Counsel

McMillan LLP
Suite 1700, 421 7th Avenue SW
Calgary, AB T2P 4K9

Telephone: 403-215-2752/ 403-355-3326

Facsimile: 403-531-4720

Email: adam.maerov@mcmillan.ca;

kourtney.rylands@mcmillan.ca

Attention: Adam Maerov and Kourtney Rylands

Receiver and Manager

MNP Ltd.
Suite 1500, 640 5th Avenue SW
Calgary, AB T2P 3G4

Telephone: 403-477-9661

Facsimile: 403-269-8450

Email: vanessa.allen@mnp.ca

Attention: Vanessa Allen

Clerk's Stamp

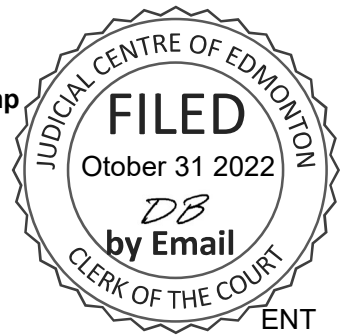


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INTRODUCTION

- 1 On August 23, 2022, the Court of Queen’s Bench of Alberta, as it was known at the time (the “Court”), granted an Interim Receivership Order (the “Interim Receivership Order”) appointing MNP Ltd. as Interim Receiver (the “Interim Receiver”) over all of the current and future assets, undertakings and property (the “IR Property”) of Faissal Mouhamad Professional Corporation (“FMPC”), Delta Dental Corp. (“DDC”) and 52 Dental Corporation (“52 Dental”, collectively, the “IR Companies”), as more particularly set out in the Interim Receivership Order.
- 2 Pursuant to paragraph 4(a) of the Interim Receivership Order, the Interim Receiver was to receive and collect all moneys and amounts now or hereafter owing to the IR Companies but was to only take possession of the remaining IR Property upon the Interim Receiver serving and filing with the Court a certificate (the “Certificate”) confirming that a Custodian had been appointed that was acceptable to the Interim Receiver and the Ministry of Health and that there was adequate insurance coverage in place in respect of the business of the IR Companies. The Interim Receiver did not file the Certificate, due to various concerns regarding the handling and storage of drugs, medications or other controlled substances (collectively, the “Controlled Substances”).
- 3 The Interim Receivership Order was granted pursuant to an application (the “RBC Application”) by Royal Bank of Canada (“RBC”) which, at the Filing Date (as subsequently defined), was owed approximately \$632,600 by FMPC pursuant to various credit facilities (the “RBC Loans”). The RBC Loans are secured by a security interest in, among other things, the IR Property.
- 4 The Receiver notes the following key events related to the RBC Application:
 - 4.1. The RBC Application was originally heard on August 23, 2022, at which time RBC sought the appointment of a Receiver and Manager (the “Receiver”) over the IR Companies. At that time, the Interim Receivership Order was granted and the application to appoint a Receiver was adjourned to a hearing on September 14, 2022 (the “September 14 Hearing”);
 - 4.2. In advance of the September 14 Hearing, the RBC Application was expanded to include the appointment of a Receiver over the current and future assets, undertakings and property of 52 Wellness Centre Inc. (“52 Wellness”) and Michael Dave Management Ltd. (“MDML”). Collectively, the IR Companies, 52 Wellness and MDML will be referred to as the “Companies”; and
 - 4.3. The RBC Application was heard on September 14, 2022. On September 16, 2022 (the “Filing Date”), the Court granted a further Order (the “Receivership Order”) appointing MNP Ltd. as the Receiver of all of the current and future assets, undertakings and property of the Companies.

5. A copy of the Interim Receivership Order, the Receivership Order as well as other publicly available documents in these proceedings can be found on the Receiver's website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.
6. As referenced in the Interim Receiver's First Report dated September 9, 2022, FMPC operated a dental clinic located at 7151 50th Avenue in Red Deer, Alberta under the name "Delta Dental" (the "Delta Office") and 52 Dental operated a dental clinic located at 100, 3505 52nd Street SE, Calgary, Alberta under the name "52 Dental" (the "52 Office").
7. Dr. Faissal Mouhamad ("F. Mouhamad") is listed as the sole director and shareholder of FMPC, MDML and 52 Wellness. F. Ahmed, F. Mohamad's wife, is listed as the sole director and shareholder of DDC and 52 Dental.

NOTICE TO READER

8. In preparing this report and making comments herein, the Receiver has relied upon, certain unaudited, draft or internal financial information, including the Companies' books and records, and information from other third-party sources (collectively, the "Information"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada (the "Standards"). Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the Information in accordance with the Standards, additional matters may have come to the Receiver's attention. Accordingly, the Receiver does not express an opinion, nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this report.
9. All amounts included herein are in Canadian dollars unless otherwise stated.

PURPOSE OF THE REPORT

10. This report constitutes the First Report of the Receiver (the "First Report"). The First Report is being filed to provide the Court with additional information on certain events that have recently come to Receiver's attention related to the Delta Office and the activities of F. Mouhamad.
11. At a hearing scheduled for September 29, 2022, RBC will be making an application for the appointment of a Receiver and Manager over all of the assets, undertakings and property of 985842 Alberta Ltd., a company for which F. Mouhamad is listed as the sole director and shareholder (the "September 29 Hearing").

12. Also, at the September 29 Hearing, the Receiver will be seeking an Order (Advice and Direction) directing that F. Mouhamad and F. Ahmed must comply with paragraphs 4 through 6 of the Receivership Order and are retrained by paragraphs 8 and 9 of the Receivership Order from the following, without the prior written consent of the Receiver:
 - 12.1. Soliciting or contacting staff or patients of either Delta Dental or 52 Dental; and
 - 12.2. Entering Delta Dental and 52 Dental or in any way dealing with the Property, other than the Controlled Substances.
13. The Receiver will be seeking costs against F. Mouhamad related to their application at the September 29 Hearing.

RECENT EVENTS

14. Attached hereto as "Schedule 1" is a Notice and Statement of Receiver dated September 26, 2022 (the "NSR") that provides background information, information on the assets and liabilities of the Companies and outlines the Receiver's intended course of action during the receivership proceedings, which includes continuing the business of the Delta Office and the 52 Office pending sale. As noted in the NSR, prior to the Receivership Order being granted, the Delta Office operated with six dentists, including F. Mouhamad. The Delta Office also had three hygienists (one of whom was retained on a contract basis) and eleven additional employees. Many of the former dentists, hygienists and employees were unwilling to continue to provide services during the receivership proceedings. As such, the Delta Office's operations were continued with two dentists (one of whom was F. Mouhamad), one hygienist and five other contractors (the "Contractors"). F. Mouhamad continued to be the primary dental services provider at the Delta Office until September 28, 2022.
15. In connection with F. Mouhamad agreeing to provide services during the Receivership proceedings, on September 16, 2022, he executed an agreement with the Receiver to act as an independent contractor to provide dental services to the Delta Office and the 52 Office as well as a confidentiality agreement.
16. Attached hereto as "Schedule 2" is correspondence issued by the Receiver to F. Mouhamad on September 28, 2022 that outlines various matters that the Receiver became aware of between September 27 and September 28, 2022, which are further summarized below:
 - 16.1. The Receiver has been advised that on September 26, 2022, while providing services at the Delta Office, F. Mohamad had provided patients with his personal cell phone number and instructed them to contact him directly to book their next appointment. The Receiver understands that, on September 26, 2022, F. Mouhamad was booked to see approximately 20 patients at the Delta Office but only three patients were charged for services related to their visits. Contractors were directed not to book follow up visits for patients and observed many

patients leaving more quickly than expected such that it was unclear whether dental services were performed for these patients.

- 16.2. The Receiver has been advised that F. Ahmed and one of the Contractors from the 52 Office recently reached out to selected former employees of the Delta Office to offer to employ them at a new clinic where F. Mouhamad intended to provide dental services. The Receiver is advised that this clinic is South Hills Smiles Dental Care, which is located at 130, 2085 50th Avenue in Red Deer, Alberta and was formerly located at 101- 5018 45th Street in Red Deer, Alberta (the “45th Street Location”). Attached hereto as “Schedule 3” is a trade name search for South Hills Smiles Dental Care Centre that reflects that this was registered as a trade name on February 20, 2018 by Moussa Diakite Professional Corporation (“MDPC”). Attached hereto as “Schedule 4” is a corporation search for MDPC that lists Marie-Francoise Diakite as the sole director and shareholder of MDPC. The Receiver understands that F. Mouhamad previously operated a dental clinic known as Associates Dental or Central Dental out of the 45th Street Location. The Receiver also notes that a corporation named South Hills Smiles Group Ltd. (“South Hills Ltd.”) was registered in Alberta on November 8, 2013 and struck for failure to file annual returns on May 2, 2016. A copy of the corporation search for South Hills Ltd. is attached hereto as “Schedule 5”. Michael Dave, who the Receiver understands to be F. Mouhamad’s brother, is listed as the sole director of South Hills Ltd.
- 16.3. On September 28, 2022, the Receiver is advised that F. Mouhamad attended the Delta office between 7:00 a.m. and 8:00 a.m., although, he was not booked to provide dental services on that day. Contractors observed F. Mouhamad removing documents and other items from the Delta Office. Following his departure from the Delta Office, F. Mouhamad telephoned the Delta Office and advised a Contractor that he would no longer be providing services at the Delta Office. The Receiver demanded that F. Mouhamad return the documents and other items removed from the Delta Office. Shortly thereafter, another individual, who is known by the Receiver to assist F. Mouhamad and F. Ahmed, returned items to the Delta Office that included printouts of patient files that appear to be for family members of F. Mouhamad as well as implants, study models lab cases and some implant tools. The Receiver cannot confirm whether all of the items removed by F. Mouhamad have been returned.
- 16.4. The upstairs of the Delta Office includes various areas that are used for storage. Upon attending the Delta Office on September 28, 2022, the Receiver noted that two space heaters had been left running in one of the upstairs storage areas in an unsafe manner.
- 16.5. Also on September 28, 2022, the Receiver was provided with a copy of an undated letter from Canada Post, a copy of which is attached hereto as “Schedule 6” (the “Canada Post Letter”). The Canada Post Letter indicates that a mail redirection was requested by F. Mouhamad for mail sent to F. Mouhamad at the Delta Office and was set to begin on September 26, 2022.

The Receiver notes that selected payments from insurance providers are issued in the names of the individual dental service providers. As such, the mail redirection would have the effect of redirecting payments for accounts receivable payable to the Delta Office. The Receiver has contacted Canada Post to terminate that mail redirection request.

RECENT TRANSACTION FOR MDML

17. On September 27, the Receiver received a summary of recent banking activity from TD Bank for MDML's account, which is still being reviewed by the Receiver. Among other transactions, the summary reflected that a bank draft for \$50,000 had been issued from MDML on September 13, 2022 (the "MDML Draft"), the day preceding the Receivership Application. When asked by the Receiver, F. Mouhamad indicated that he could not recall to whom the MDML Draft had been issued. The Receiver subsequently received a copy of the MDML Draft from TD Bank, which reflects that it was issued from MDML to F. Mouhamad.

CONTROLLED SUBSTANCES AND CONTROLLED MEDS

18. As set out in the Receivership Order, the Receiver did not take possession of the Controlled Substances, which were defined to include drugs, medications or other controlled substances. As part of the process established by the Receiver, F. Mouhamad was to take and retain possession of those medications considered to be controlled substances under the *Controlled Drugs and Substances Act* (the "Controlled Meds") during the receivership proceedings. To the Receiver's knowledge, F. Mouhamad continues to be in possession of the Controlled Meds that were previously held at the Delta Office and the 52 Office with the exception of one dose of Triazolam that was left at the Delta Office. One triplicate prescription pad was also left at the Delta Office. The Receiver is seeking further direction from the Alberta Dental Association and College (the "College") regarding the disposal of the Triazolam and the triplicate prescription pad and will be providing inventories to the College of the Controlled Meds believed to be retained by F. Mouhamad and the remaining medications that continue to be held at the Delta Office and the 52 Office. The remaining dentist providing services at the Delta Office has signed an acknowledgment and consent confirming that he is a dentist in good standing with the College will remain in possession and control of the Controlled Substances currently held at the Delta Office in accordance with paragraph 4 of the Receivership Order.

CONCLUSION

19. The Receiver has prepared this report to provide the Court n with additional information on certain events that have recently come to Receiver's attention related to the Delta Office and the activities of F. Mouhamad and in support of the Receiver's application for an Order (Advice and Direction) as further described above and awarding costs of the application against F. Mouhamad.

All of which is respectfully submitted this 29th day of September 2022.

MNP Ltd., in its capacity as Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corporation and 52 Dental Corporation and not in its personal or corporate capacity



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

SCHEDULES

SCHEDULE 1

FORM 87

NOTICE AND STATEMENT OF RECEIVER

Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*

**IN THE MATTER OF THE RECEIVERSHIP OF
FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, DELTA DENTAL CORP., AND MICHAEL
DAVE MANAGEMENT LTD.**

of the City of Red Deer, in the Province of Alberta

AND

52 DENTAL CORPORATION AND 52 WELLNESS CENTRE INC.

of the City of Calgary, in the Province of Alberta

THE RECEIVER GIVES NOTICE AND DECLARES THAT:

On August 23, 2022, the Court of Queen's Bench of Alberta, as it was known at the time (the "Court"), granted an Interim Receivership Order (the "Interim Receivership Order") appointing MNP Ltd. as Interim Receiver (the "Interim Receiver") over all of the current and future assets, undertakings and property (the "IR Property") of Faissal Mouhamad Professional Corporation ("FMPC"), Delta Dental Corp. ("DDC") and 52 Dental Corporation ("52 Dental", collectively, the "IR Companies"), as more particularly set out in the Interim Receivership Order. Pursuant to paragraph 4(a) of the Interim Receivership Order, the Interim Receiver was to receive and collect all moneys and amounts now or hereafter owing to the IR Companies but was to only take possession of the remaining IR Property upon the Interim Receiver serving and filing with the Court a certificate (the "Certificate") confirming that a Custodian had been appointed that was acceptable to the Interim Receiver and the Ministry of Health and that there was adequate insurance coverage in place in respect of the business of the IR Companies. The Interim Receiver did not file the Certificate, due to various concerns regarding the handling and storage of drugs, medications or other controlled substances (collectively, the "Controlled Substances").

The Interim Receivership Order was granted pursuant to an application (the "RBC Application") by Royal Bank of Canada ("RBC") which, at the Filing Date (as subsequently defined), was owed approximately \$632,600 by FMPC pursuant to various credit facilities (the "RBC Loans"). The RBC Loans are secured by a security interest in the IR Property (the "FMPC Security").

The Receiver notes the following key events related to the RBC Application:

- On August 23, 2022, RBC sought the appointment of a Receiver and Manager (the “Receiver”) over the IR Companies. At that time, the Interim Receivership Order was granted and the application to appoint a Receiver was adjourned to a hearing on September 14, 2022 (the “September 14 Hearing”);
- In advance of the September 14 Hearing, the RBC Application was expanded to include the appointment of a Receiver over the current and future assets, undertakings and property of 52 Wellness Centre Inc. (“52 Wellness”) and Michael Dave Management Ltd. (“MDML”). Collectively, the IR Companies, 52 Wellness and MDML will be referred to as the “Companies”; and
- The RBC Application was heard on September 14, 2022. On September 16, 2022 (the “Filing Date”), the Court granted a further Order (the “Receivership Order”) appointing MNP Ltd. as the Receiver of all of the current and future assets, undertakings and property of the Companies.

A copy of the Interim Receivership Order, the Receivership Order as well as other publicly available documents in these proceedings can be found on the Receiver’s website at:

<https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc> (the “Receiver’s Website”).

BACKGROUND

The Companies can be summarized as follows:

- FMPC was incorporated in Alberta as a dental professional corporation on November 3, 1999 and has registered trade names of Associates Dental, Delta Dental and Simona Dental. FMPC operates a dental clinic located at 7151 50th Avenue in Red Deer, Alberta (the “Delta Building”) under the name “Delta Dental” (the “Delta Office”). Dr. Faissal Mouhamad (“F. Mouhamad”) is listed as the sole director and shareholder of FMPC. The Receiver understands that the Delta Office’s practice was previously managed by FMPC and is now being managed by DDC.
- DDC was incorporated in Alberta on August 28, 2017. DDC was previously struck for failing to file its annual returns but was subsequently revived on May 18, 2021. On December 14, 2021, a change of director/ shareholder was registered following which Fetoun Ahmad (“F. Ahmad”) is now listed as the sole director and shareholder of DDC. The Receiver was advised that DDC managed the Delta Office on behalf of FMPC; however, there was no corresponding agreement in place relating to such management. Neither FMPC nor DDC have any independent operations outside of the management of the Delta Office.
- MDML was incorporated in Alberta on June 17, 2013 and lists F. Mouhamad as its sole director and shareholder. MDML does not have any operations but serves as a holding company for the Delta Building. F. Mouhamad has taken the position that MDML owns some of the dental equipment in use in the Delta Office (the “Delta Equipment”).

- 52 Dental was incorporated in Alberta on December 6, 2021. 52 Dental operates a dental clinic in a building located at 100, 3505 52nd Street SE, Calgary, Alberta (the “52 Building”) under the name “52 Dental” (the “52 Office”). F. Ahmad is listed as the sole director and shareholder of 52 Dental.
- 52 Wellness was incorporated in Alberta on September 4, 2020 and lists F. Mouhamad as its sole director and shareholder. Like MDML, 52 Wellness does not have any operations but serves as a holding company for the 52 Building, which is legally described as Plan 9910835, Block 39, Lot 1. In addition to 52 Dental, the 52 Building houses five other commercial tenants.

ASSETS

The assets related to the Delta Office include the following:

- Cash held in financial institutions which as at the date of this notice, included approximately \$108,700, of which approximately \$65,800 was held in accounts established by the Interim Receiver and approximately \$42,900 was held in DDC’s former bank account at Scotiabank. The former bank accounts in use by the Delta Office are being maintained as deposit only;
- Accounts receivable were due from patients and insurance providers. The Receiver is working with the Contractors (as subsequently defined) to prepare an up-to-date accounts receivable listing;
- The Delta Equipment, some of which was leased through CWB National Leasing Inc. (“CWB”). FMPC’s financial statements for the period ended December 31, 2021 (the “2021 FMPC Financials”) reflects property, plant and equipment with a net book value of approximately \$460,800;
- The FMPC Financials reflect amounts due from related parties totaling approximately \$4.7 million. The Receiver has requested but has not yet received additional information with respect to these amounts; and
- The Delta Office has an established client base and appears to have significant goodwill. The Receiver has commissioned an appraisal of the Delta Office (the “Delta Appraisal”) to further quantify this goodwill.

Prior to the Receivership Order being granted, the Delta Office operated with six dentists (including F. Mouhamad and G. Hadi). The Delta Office also had three hygienists (one of whom was retained on a contract basis) and eleven additional employees. The Receiver’s intended course of action is to continue the business of the Delta Office pending a sale, however, many of the former dentists, hygienists and employees were unwilling to continue to provide services during the receivership proceedings. As such, the Delta Office’s operations will be continued with two dentists (one of whom is F. Mouhamad), one hygienist and five other contractors (the “Contractors”). F. Mouhamad will continue to be the primary dental services provider at the Delta Office. There is some uncertainty around the ownership of the assets

associated with the Delta Office. In particular, F. Mouhamad has taken the position that some of the Delta Equipment is owned by F. Mouhamad and MDML.

As noted above, DDC managed the Delta Office. DDC did not have any assets other than the bank account held at Scotiabank on behalf of the Delta Office.

As noted in the First Report of the Interim Receiver dated September 9, 2022, an Asset Purchase Agreement for the sale of the Delta Office between F. Mouhamad, FMPC and MDML as the seller and Ghalib Hadi Professional Corporation as the purchaser, was executed on August 10, 2022 (the "Delta Agreement"). The Delta Agreement contemplated the sale of technical and professional goodwill, leasehold improvements and fixed assets. It excluded, among other assets, cash and accounts receivables. The Interim Receiver previously understood that a deposit of \$100,000 (the "Initial Deposit") had been paid by the proposed purchaser prior to the signing of the Delta Agreement. Following the granting of the Receivership Order, the Receiver was advised that the Initial Deposit had been returned to Ghalib Hadi ("G. Hadi") prior to the Filing Date. As such, it appears that the transaction contemplated by the Delta Agreement will not close.

As noted above, MDML owns the Delta Building, which is located on the property legally described as Plan 2223KS, Block 1, Lot 4A. In addition, MDML may own some of the Delta Equipment. MDML also held a bank account with TD Bank with an outstanding balance of approximately \$3,600.

The assets of 52 Dental included the following:

- Cash held in financial institutions of approximately \$76,800, which at the date of this notice consisted of approximately \$74,500 held in an account established by the Interim Receiver and approximately \$2,300 held in 52 Dental's former bank account at Scotiabank, which is being maintained as deposit only.
- Accounts receivable of approximately \$306,400 due from patients and insurance providers; and
- Office furniture and equipment, computer equipment and dental equipment, a significant portion of which was financed in the name of F. Mouhamad through Patterson Dental Canada, Inc. ("Patterson").

52 Dental commenced its operations in the spring of 2022. As such, the practice has limited goodwill. Prior to the Receivership Order, Both F. Mouhamad and G. Hadi practiced out of the 52 Office. During the Receivership proceedings, Dr. G. Hadi will be the primary dental services provider for the 52 Office.

As noted above, 52 Wellness owns the 52 Building and leases space to 52 Dental and five other commercial tenants. The 52 Building is located on the property that is legally described as Plan 9910835, Block 39, Lot 1. In addition to the 52 Building, 52 Wellness held a bank account at Scotiabank, which had a balance of approximately \$130 as at the Filing Date.

CREDITORS

As noted above, at the Filing Date, RBC was owed approximately \$632,600 by FMPC pursuant to the RBC Loans. The Receiver has requested an independent legal opinion with respect to the validity and enforceability of the RBC Security, which is currently underway. Listings of the known creditors of each of the Companies are attached hereto and the known creditors of the Companies other than RBC are summarized below:

FMPC

In addition to RBC, a search of the Alberta Personal Property Registry (“Alberta PPR”) for FMPC reflected registrations by CWB, who hold leases on some of the Delta Equipment. FMPC also listed unsecured creditors with claims of approximately \$50,300. As noted above, both FMPC and Delta Dental were involved in the management of the Delta Office at various times. As such, some of the creditors listed for Delta Dental may also be creditors of FMPC.

DDC

Apart from RBC, there are no other secured creditors reflected on a search of the Alberta PPR for Delta Dental. Delta Dental did hold a line of credit with a balance of approximately \$70,000 and a Visa with a balance of approximately \$1,800 with Scotiabank. DDC also listed additional unsecured creditors with claims of approximately \$53,600.

MDML

A search of the Alberta PPR for MDML reflects registrations by Jovica Property Management Ltd., Solar Star Holdings Inc. and 1245233 Alberta Ltd. (the “Jovica Group”), who also holds a mortgage on the Delta Building (the “Jovica Mortgage”). The Jovica Mortgage has a registered principal balance of approximately \$2.2 million. There is also a certificate of lis pendens registered against the Delta Building by Mahmoud Mohamad and a second mortgage and assignment of rents and leases registered against the Delta Building by G. Hadi. In addition, the Jovica Group has registered a general security agreement over all present and after acquired property of FMPC located at the Delta Office. The Receiver is not aware of any unsecured creditors of MDML.

52 Dental

A search of the Alberta PPR for 52 Dental reflects a registration for the RBC Security as well as a registration for CWB (the "52 CWB Registration"). The Receiver understands that the 52 CWB Registration relates to a lease that was contemplated but not completed by 52 Dental. As noted above, a large portion of the equipment in use at the 52 Office was leased in the name of F. Mouhamad through Patterson. In addition, 52 Dental has known unsecured creditors with claims in the amount of approximately \$150,600.

52 Wellness

A search of the Alberta PPR for 52 Wellness reflects a registration by Scotiabank against all present and after acquired property of 52 Wellness. Scotiabank holds a mortgage on the 52 Building with an original balance of \$1.7 million as well as an assignment of rents and leases by Scotiabank. Agreements charging lands are also registered on the title for the 52 Building by both F. Mouhamad and G. Hadi. RBC may have an interest in the 52 Building by virtue of at least a portion of the purchase price for the 52 Building having been paid from funds that were subject to the RBC Security.

In addition to the above, 52 Wellness listed additional ordinary unsecured creditors with claims totalling approximately \$46,900.

The Receiver understands that Canada Revenue Agency may have a small outstanding claim against FMPC for payroll source deductions (the "FMPC CRA Claim"). The Receiver is seeking additional information as to the quantum and nature of the FMPC CRA Claim. Outside of the FMPC CRA Claim, the Receiver is not aware of any other amounts being due from any of the other Companies to CRA for outstanding payroll source deductions and goods and services tax ("GST").

The employees of the Delta Office and the 52 Office were terminated following the granting of the Receivership Order; however, many were retained on a contract basis to assist in the ongoing operations of the Delta Office and the 52 Office. The only outstanding employee claims relate to termination pay. The Receiver is in the process of quantifying any amounts due for termination pay and will be assisting employees in making claims pursuant to the Wage Earners' Protection Plan ("WEPP") for such unpaid amounts, which will result in an unsecured claim by Service Canada in the receivership proceedings.

PLAN OF ACTION

As noted above, the Receiver's intention is to continue the operations of the Delta Office and the 52 Office pending the sale of those dental practices. The Receiver is obtaining the Delta Appraisal an appraisal on 52 Dental as well as appraisals on the Delta Building and the 52 Building. The Receiver will be issuing a

request for listing proposals for the Delta Office, the 52 Office, the Delta Building and the 52 Building. The Receiver anticipates making a further Court application in late October 2022 for approval of sale processes related to these businesses/ assets.

The contact person for the Receiver is as follows:

MNP Ltd., Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp., 52 Dental Corporation, 52 Wellness Centre Inc. and Michael Dave Management Ltd.

1500, 640 – 5th Avenue SW

Calgary, AB T2P 3G4

Attention: Jacqueline Shellon

Telephone: 587-702-5959

Email: Jacqueline.Shellon@mnp.ca

This notice is provided for information purposes only. The Receiver has not yet implemented a process to deal with creditors' claims and, as such, no further action is required by creditors at this time. Further information with respect to the receivership proceedings will be posted to the Receiver's Website as it becomes available.

Dated at Calgary, Alberta this 26th day of September 2022.

MNP Ltd., in its capacity as the Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corp., 52 Dental Corporation, 52 Wellness Centre Inc. and Michael Dave Management Ltd. and not in its personal or corporate capacity



Vanessa Allen, CIRP, LIT

Senior Vice President

Creditor Mailing List - Faissal Mouhamad Professional Corporation

| Creditor Type | Name | Attention | Address | Claim \$ |
|---------------|---------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------|------------|
| Secured | 110550 Alberta Inc. | | c/o 500, 707 - 7th Avenue SW Calgary AB T2P 3H6 | |
| | 1193770 Alberta Ltd | | c/o 500, 707 - 7th Avenue SW Calgary AB T2P 3H6 | |
| | 1245233 Alberta Inc. | | c/o 500, 707 - 7th Avenue SW Calgary AB T2P 3H6 | |
| | ATB | | 3699 - 63rd Avenue Calgary AB T3J 0G7 | |
| | CWB National Leasing Inc./ (formerly National Leasing Group Inc) | Bankruptcy Designate | 1525 Buffalo Pl Winnipeg MB R3T 1L9 Fax: (866) 408-4852 debtenforcement@cwbnationalleasing.com | |
| | Jovica Property Management Ltd. | | c/o 500, 707 - 7th Avenue SW Calgary AB T2P 3H6 | |
| | Royal Bank of Canada | c/o BankruptcyHighway.c om | 2nd Floor, 4943 Ross Street Red Deer AB T4N 1X8 | |
| | Solar Star Holdings Inc. | | c/o 500, 707 - 7th Avenue SW Calgary AB T2P 3H6 | |
| | The Bank of Nova Scotia | | 4715 Tahoe Boulevard Mississauga ON L4W 0B4 | |
| Unsecured | Alberta Treasury Board & Finance | Hazel Trombley | 9811 - 109 Street Edmonton AB T5K 2L5 Fax: (780) 644-4924 | 1.00 |
| | CRA-GST | | Winnipeg Tax Centre, Post Office Box 14000, Station Main Winnipeg MB R3C 3M2 | 1.00 |
| | CRA-Source | Tax Centre | Winnipeg Tax Centre, Post Office Box 14000, Station Main Winnipeg MB R3C 3M2 | 1.00 |
| | Patterson Dental/Dentaire Canada - Calgary | John Vander Velden | 112 - 4152 27 Street NE Calgary AB T1Y 7J8 Fax: (403) 250-8039 john.vandervelden@pattersondental.ca | 46,947.87 |
| | Royal Bank of Canada | c/o BankruptcyHighway.c om | 2nd Floor, 4943 Ross Street Red Deer AB T4N 1X8 | 632,627.73 |
| | WCB Workers Compensation Board of Alberta | Collection Department | PO Box 2415 Edmonton AB T5J 2S5 Fax: (780) 498-7999 employer.account.services@wcb.ab.ca | 1.00 |

Creditor Mailing List - Delta Dental Corp.

| Creditor Type | Name | Attention | Address | Claim \$ |
|---------------|----------------------------------|----------------|------------------------------------------------------------------------------------|-----------|
| Secured | Royal Bank of Canada | | 2nd Floor, 4943 Ross Street Red Deer AB T4N 1X8 | |
| Unsecured | Aardvark Stamp | | Bay #5, 4940 - 54 Ave Red Deer AB T4N 5K8 | 74.24 |
| | Alberta Treasury Board & Finance | Hazel Trombley | 9811 - 109 Street Edmonton AB T5K 2L5 Fax: (780) 644-4924 | 1.00 |
| | Canadian Linen | | 20 Atomic Avenue Toronto ON M8Z 5L1 | 157.32 |
| | Carestream | | 88 Dufferin Street, Suite 201 Vaughan ON L4K 0C5 | 135.45 |
| | Cerum Ortho | | 115 - 17th Aeneue SW Calgary AB T2S 0A1 | 874.35 |
| | CRA - Source Deductions | | Winnipeg Tax Centre, Post Office Box 14000, Station Main Winnipeg MB R3C 3M2 | 1.00 |
| | CRA-GST | | Winnipeg Tax Centre, Post Office Box 14000, Station Main Winnipeg MB R3C 3M2 | 1.00 |
| | Culligan | | 4731 78A Street Close Red Deer AB T4P 2G9 | 147.50 |
| | Digital United Lab | | 3-250 Rocky Ridge Drive NW Calgary AB T3G 4V8 | 1.00 |
| | Enmax | | PO Box 2900, Stn M Calgary AB T2P 3A7 | 816.93 |
| | Epcor | | 2000-10423 101 Street NW Edmonton AB T5H 0E8 | 180.32 |
| | Gregg Distributors | | 191 Queens Drive Red Deer AB T4P 0R3 | 271.42 |
| | Groupnet | | n/a | 7,989.48 |
| | Hansamed Limited | | 2830 Argentia Road Mississauga ON L5N 8G4 | 6,044.36 |
| | Henry Schein | | 135 Duryea Road Melville NY 11747 | 2,956.44 |
| | Insurance Refunds | | n/a | 1,616.51 |
| | Kles Air Mechanical | | 4816 45a St Lacombe AB T4L 2C9 | 452.06 |
| | Maxill | | 80 Elm Street St. Thomas ON N5R 6C8 | 320.01 |
| | Patient Refunds | | n/a | 8,614.12 |
| | Pines Plaza | | 6791 50 Ave #5 Red Deer AB T4N 4C9 | 112.75 |
| | Protec | | 34 East 2nd Avenue Vancouver BC V5T 1B1 | 1.00 |
| | Radman | | n/a | 568.05 |
| | Ram Electric | | n/a | 165.38 |
| | Scotiabank | | 44 King St West Toronto ON M5H 1H1 | 71,800.00 |
| | Shaw | | 3636 - 23 St NE, Suite 100 Calgary AB T2E 8Z5 | 328.12 |
| | Sinclair | | 900 Harbourside Drive North Vancouver BC V7P 3T8 | 1.00 |

Creditor Mailing List - Delta Dental Corp.

| Creditor Type | Name | Attention | Address | Claim \$ |
|---------------|----------------------|-----------|---------------------------------------------------|-----------|
| Unsecured | Smile On | | Edmonton | 16,810.50 |
| | Stevens | | 2620 - 61 Avenue SE Calgary AB T2C 4V2 | 610.90 |
| | Straumann Group | | 1109 Clay Avenue, Unit 8 Burlington ON L7L 0A1 | 1.00 |
| | Sun Life Assurance | | PO Box 11010, Station CV Montreal QC H3C 4T9 | 2,720.14 |
| | The City of Red Deer | | Box 5008 Red Deer AB T4N 3T4 | 272.58 |
| | Universal Dental | | 10735 - 107 Avenue Edmonton AB T5H 0W6 | 222.28 |
| | Vital Aire | | 6990 Creditview Road Mississauga ON L5N 8R9 | 1,105.67 |
| | WCB | | 4311 -12 St NE #150 Calgary AB T2E 4P9 | 1.00 |

Creditor Mailing List - Michael Dave Management Ltd.

| Creditor Type | Name | Attention | Address | Claim \$ |
|---------------|-------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------|----------|
| Secured | 1245233 Alberta Inc. | | c/o 500, 707 - 7th Avenue SW Calgary AB T2P 3H6 | |
| | Ghalib Hadi | | c/o Ford Nelson Lawyers 707 - 10th Avenue SW, Suite 110 Calgary AB T2R 0B3 | |
| | Mahmoud Mohamad | | Attention: Brad Findlater 300, 444 5th Ave Calgary AB T2P 2T8 | |
| | Solar Star Holdings Inc. | | c/o 500, 707 - 7th Avenue SW Calgary AB T2P 3H6 | |
| Unsecured | Alberta Treasury Board & Finance | Hazel Trombley | 9811 - 109 Street Edmonton AB T5K 2L5 Fax: (780) 644-4924 | 1.00 |
| | Alta Law LLP | | 5233 - 49th Avenue Red Deer AB T4N 6G5 | 1.00 |
| | CRA-GST | | Winnipeg Tax Centre, Post Office Box 14000, Station Main Winnipeg MB R3C 3M2 | 1.00 |
| | WCB Workers Compensation Board of Alberta | Collection Department | PO Box 2415 Edmonton AB T5J 2S5 Fax: (780) 498-7999 employer.account.services@wcb.ab.ca | 1.00 |

Creditor Mailing List - 52 Dental Corporation

| Creditor Type | Name | Attention | Address | Claim \$ | |
|-----------------|------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------|
| Secured | CWB National Leasing Inc./ (formerly National Leasing Group Inc) | Bankruptcy Designate | 1525 Buffalo Pl Winnipeg MB R3T 1L9 Fax: (866) 408-4852 debt enforcement@cwbnationalleasing.com | | |
| | Royal Bank of Canada | | 2nd Floor, 4943 Ross Street Red Deer AB T4N 1X8 | | |
| Unsecured | Alberta Treasury Board & Finance | Hazel Trombley | 9811 - 109 Street Edmonton AB T5K 2L5 Fax: (780) 644-4924 | 1.00 | |
| | Canadian Linen | | 20 Atomic Avenue Toronto ON M8Z 5L1 | 52.56 | |
| | Cerum Ortho | | 115 - 17 Ave SW Calgary AB T2S 0A1 | 4,075.43 | |
| | City of Calgary | | (#116) Box 2100, Station M Calgary AB T2P 2M5 | 1.00 | |
| | CRA - Source Deductions | | Winnipeg Tax Centre, Post Office Box 14000, Station Main Winnipeg MB R3C 3M2 | 1.00 | |
| | CRA-GST | | Winnipeg Tax Centre, Post Office Box 14000, Station Main Winnipeg MB R3C 3M2 | 1.00 | |
| | Culligan | | 1110 - 58 Ave SE Calgary AB T2H 2C9 | 163.78 | |
| | Delta Dental | | 7151 - 50th Avenue Calgary AB T4N 4E4 | 76.00 | |
| | Digital United Lab | | 3-250 Rocky Ridge Drive NW Calgary AB T3G 4V8 | 1.00 | |
| | Embrosin | | 907 Fetchison Drive Oshawa ON L1K 0L3 | 1,172.88 | |
| | Fractal Fabrication | | #7, 4616 - 62 St Red Deer AB T4N 6T3 | 1,869.00 | |
| | Henry Schein | | 135 Duryea Road Melville NY 11747 | 11,296.28 | |
| | Lightning IT Services | | 169 Brightonstone Landing SW Calgary AB T2Z 4W3 | 115.50 | |
| | Maxill | | 80 Elm Street St. Thomas ON N5R 6C8 | 83.92 | |
| | Patterson Dental/Dentaire Canada - Calgary | John Vander Velden | | 112 - 4152 27 Street NE Calgary AB T1Y 7J8 Fax: (403) 250-8039 john.vandervelden@pattersondental.ca | 86,253.11 |
| | Printing Place Print & Design | | 6150 46a Ave Unit 1 Red Deer AB T4N 7A3 | 273.00 | |
| | Protec | | 34 East 2nd Avenue Vancouver BC V5T 1B1 | 3,957.00 | |
| | Sinclair | | 900 Harbourside Drive North Vancouver BC V7P 3T8 | 13,227.90 | |
| | Smile On | | | 3,507.00 | |
| | Stevens | | 2620 - 61 Avenue SE Calgary AB T2C 4V2 | 153.30 | |
| Straumann Group | | 1109 Clay Avenue, Unit 8 Burlington ON L7L 0A1 | 22,507.49 | | |

Creditor Mailing List

| Creditor Type | Name | Attention | Address | Claim \$ |
|---------------|----------------------------|-----------|-------------------------------------------|----------|
| Unsecured | Sun Life Employee Benefits | | PO Box 6076 Stn CV Montreal QC H3C 4S3 | 1,853.70 |
| | WCB | | 4311 -12 St NE #150 Calgary AB T2E 4P9 | 1.00 |

Creditor Mailing List - 52 Wellness Centre Inc.

| Creditor Type | Name | Attention | Address | Claim \$ |
|---------------|-------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------|----------|
| Secured | Faissal Mouhamad | | 7151 - 50th Avenue SW Calgary AB T4N 4E4 | |
| | Ghalib Hadi | | c/o Ford Nelson Lawyers 707 - 10th Avenue SW, Suite 110 Calgary AB T2R 0B3 | |
| | Legislative Assembly Office | | Attn: Parliamentary Counsel 3105, 9820 - 107 St NW Edmonton AB T5K 1E7 | |
| | The Bank of Nova Scotia | | 4215 Tahoe Boulevard Mississauga ON L4W 0B4 | |
| | The Bank of Nova Scotia | | c/o Dentons Canada LLP 1500, 850 - 2nd Street SW Calgary AB T2P 0R8 | |
| Unsecured | Alberta Treasury Board & Finance | Hazel Trombley | 9811 - 109 Street Edmonton AB T5K 2L5 Fax: (780) 644-4924 | 1.00 |
| | CRA-GST | | Winnipeg Tax Centre, Post Office Box 14000, Station Main Winnipeg MB R3C 3M2 | 1.00 |
| | WCB Workers Compensation Board of Alberta | Collection Department | PO Box 2415 Edmonton AB T5J 2S5 Fax: (780) 498-7999 employer.account.services@wcb.ab.ca | 1.00 |

SCHEDULE 2

Writer's Direct Line: 403-477-9661
Writer's Email: vanessa.allen@mnp.ca

September 28, 2022

VIA EMAIL: drmouhamad@hotmail.com

Dr. Faissal Mouhamad

Attention: Dr. Mouhamad

Dear Sir,

RE: Faissal Mouhamad Professional Corporation ("FMPC"), Delta Dental Corp. ("DDC"), Michael Dave Management Corporation ("MDML"), 52 Dental Corporation ("52 Dental"), 52 Wellness Centre Inc. and Delta Dental Corp. ("Delta Dental") – in Receivership (collectively, the "Companies")

As you are aware, MNP Ltd. acts as the Receiver and Manager (the "Receiver") of all of the current and future assets, undertakings and properties of the Companies pursuant to an Order (the "Receivership Order") pronounced by the Court of King's Bench of Alberta (the "Court") on September 16, 2022. Among other things, FMPC/ Delta Dental operate a dental office in Red Deer, Alberta known as Delta Dental (the "Delta Clinic").

We are writing to you regarding certain events that have recently come to the Receiver's attention and to impress upon you the importance of your compliance with the Receivership Order. First, on or around September 27, 2022, the Receiver became aware that you were advising staff and patients of your intention to move the dental practice at the Delta Clinic to South Hills Smiles Dental Care and asking that patients contact you on your personal phone in order to arrange for future care at such clinic instead of the Delta Clinic. Second, earlier today, the Receiver was advised that you attended at the premises of Delta Dental and removed certain patient records, labs, implants and other items belonging to Delta Dental and used at the Delta Clinic. In response to a demand from the Receiver, you have since returned certain items to the Receiver (the Receiver has been unable to determine whether all items were returned). Third, it has come to the Receiver's attention that two space heaters were left operating and unattended in an upstairs room in a potentially unsafe manner. Fourth you attempted to redirect mail, which would have included mail related to the operations of the Delta Clinic, from the Delta Clinic and fifth you reportedly either did not complete or did not bill for selected services booked by patients at the Delta Clinic on September 26, 2022.

As you are aware, pursuant to the Receivership Order you have a duty and obligation to provide cooperation to the Receiver during the receivership proceedings. In particular, we refer you to paragraphs 4 through 9 of the Receivership Order, which, among other things, require that you:

- 1) forthwith advise the Receiver of the existence of any of the Companies' property that remains in your possession or control (other than Controlled Substances, which the Receivership Order directs are to remain in your possession and control) and deliver all such property to the Receiver upon the Receiver's request;
- 2) to the fullest extent possible, cooperate with and assist the Receiver in relation to allowing the Receiver access to all patient lists, patient files and/or other records;
- 3) forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any

- kind related to the business or affairs of the Companies ("**Records**") in your possession or control;
- 4) immediately deliver up any and all Records in your possession or control upon the request of the Receiver;
 - 5) preserve and not destroy, alter, delete, or modify in any manner any Records in your personal possession; and
 - 6) not solicit or contact existing patients of the Companies' dental practices.

The Receiver is very concerned that some or all of the actions allegedly taken by you may constitute a knowing or intentional breach of the Receivership Order and requires that you take immediate steps to remedy any damages to the Companies resulting from your conduct. Without limiting the generality of the foregoing, the Receiver requires that you forthwith:

- 1) return to the Receiver any property of the Companies removed from the Delta Dental premises and not already returned to the Receiver (other than Controlled Substances);
- 2) cease and desist any solicitation of any the Companies' patients;
- 3) Provide details as to the services provided to patients on Monday, September 26, 2022; and
- 4) otherwise comply with the provisions of the Receivership Order in its entirety.

The Receiver reserves all of its rights in connection with the foregoing, including the right to seek an Order of the Court for Advice and Direction regarding your conduct and/or finding you in contempt of the Receivership Order.

Govern yourself accordingly.

Yours truly,

MNP Ltd., in its capacity as Interim Receiver of
Faissal Mouhamad Professional Corporation,
Delta Dental Corp. and 52 Dental Corporation
and not in its personal or corporate capacity



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

Encl.

SCHEDULE 3

Government of Alberta ■ Trade Name / Partnership Search

Corporate Registration System

Date of Search: 2022/09/27
 Time of Search: 05:37 PM
 Search provided by: MNP LTD.
 Service Request No: 38359875
 Customer Reference No:

Registration No: TN20995494
Current Business Name: SOUTH HILLS SMILES DENTAL CARE CENTER
Status of Business Name: Active
Trade Name / Partnership Type: Trade Name
Commencement Date: 2018/02/20 YYYY/MM/DD
Date of Registration: 2018/02/16 YYYY/MM/DD
Type of Business: DENTAL CLINIC

Current Declarant:

Last/Legal Entity Name: MOUSSA DIAKITE PROFESSIONAL CORPORATION
Street: 130-2085 50 AVE
City: RED DEER
Province: ALBERTA
Postal Code: T4R1Z4

Other Information:

Filing History:

| List Date | Type of Filing |
|------------|---------------------|
| 2018/02/16 | Register Trade Name |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



SCHEDULE 4

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/09/27
 Time of Search: 05:37 PM
 Search provided by: MNP LTD.
 Service Request Number: 38359878
 Customer Reference Number:

Corporate Access Number: 2011926256

Business Number:

Legal Entity Name: MOUSSA DIAKITE ASSOCIATES CORP.

Name History:

| Previous Legal Entity Name | Date of Name Change (YYYY/MM/DD) |
|-----------------------------------------|----------------------------------|
| MOUSSA DIAKITE PROFESSIONAL CORPORATION | 2022/01/14 |

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2005/09/23 YYYY/MM/DD
Date of Last Status Change: 2022/01/14 YYYY/MM/DD

Revival/Restoration Date: 2019/08/13 YYYY/MM/DD

Registered Office:

Street: 130-2085 50 AVENUE
City: RED DEER
Province: ALBERTA
Postal Code: T4R1Z4

Records Address:

Street: 130-2085 50 AVENUE
City: RED DEER
Province: ALBERTA
Postal Code: T4R1Z4

Email Address: MARIEFRANCOISEDIAKITE@YAHOO.CA

Primary Agent for Service:

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|-----------|-----------------|-------------|-----------|----------------|----------|----------|-------------|--------------------------------|
| DIAKITE | MARIE-FRANCOISE | | | 5328 44 AVENUE | RED DEER | ALBERTA | T4N3J2 | MARIEFRANCOISEDIAKITE@YAHOO.CA |

Directors:

Last Name: DIAKITE
First Name: MARIE-FRANCOISE

Street/Box Number: 5328 44 AVENUE
City: RED DEER
Province: ALBERTA
Postal Code: T4N3J2

Voting Shareholders:

Last Name: DIAKITE
First Name: MARIE-FRANCOISE
Street: 5328 44 AVENUE
City: RED DEER
Province: ALBERTA
Postal Code: T4N3J2
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ELECTRONIC ATTACHMENT
Share Transfers Restrictions: SEE ELECTRONIC ATTACHMENT
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: SEE ELECTRONIC ATTACHMENT
Business Restricted From: SEE ELECTRONIC ATTACHMENT
Other Provisions: SEE ELECTRONIC ATTACHMENT

Associated Registrations under the Partnership Act:

| Trade Partner Name | Registration Number |
|---------------------------------------|---------------------|
| SOUTH HILLS SMILES DENTAL CARE CENTER | TN20995494 |

Other Information:

Last Annual Return Filed:

| File Year | Date Filed (YYYY/MM/DD) |
|-----------|-------------------------|
| 2021 | 2022/01/14 |

Filing History:

| List Date (YYYY/MM/DD) | Type of Filing |
|------------------------|-------------------------------------------------------------|
| 2005/09/23 | Incorporate Alberta Corporation |
| 2018/02/12 | Change Address |
| 2019/03/02 | Status Changed to Struck for Failure to File Annual Returns |
| 2019/08/13 | Initiate Revival of Alberta Corporation |

| | |
|------------|-------------------------------------------------------------|
| 2019/08/13 | Complete Revival of Alberta Corporation |
| 2021/11/02 | Status Changed to Start for Failure to File Annual Returns |
| 2022/01/14 | Name Change Alberta Corporation |
| 2022/01/14 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

Attachments:

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|-------------------------------------------------|--------------------|----------------------------|
| Share Structure | ELECTRONIC | 2005/09/23 |
| Restrictions on Share Transfers | ELECTRONIC | 2005/09/23 |
| Restrictions on Business | ELECTRONIC | 2005/09/23 |
| Other Rules or Provisions | ELECTRONIC | 2005/09/23 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



SCHEDULE 5

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/09/27
Time of Search: 05:32 PM
Search provided by: MNP LTD.
Service Request Number: 38359854
Customer Reference Number:

Corporate Access Number: 2017837580

Business Number:

Legal Entity Name: SOUTH HILLS SMILES GROUP LTD.

Legal Entity Status: Struck

Struck Off Date: 2016/05/02

Alberta Corporation Type: Named Alberta Corporation

Registration Date: 2013/11/08 YYYY/MM/DD

Registered Office:

Street: #202, 4921 - 49TH STREET

City: RED DEER

Province: ALBERTA

Postal Code: T4N1V2

Records Address:

Street: #202, 4921 - 49TH STREET

City: RED DEER

Province: ALBERTA

Postal Code: T4N1V2

Directors:

Last Name: DAVE

First Name: MICHAEL

Street/Box Number: 201 - 5018 - 45 STREET

City: RED DEER

Province: ALBERTA

Postal Code: T4N1K9

Details From Current Articles:**The information in this legal entity table supersedes equivalent electronic attachments****Share** SEE ATTACHED SCHEDULE "A"**Structure:****Share Transfers Restrictions:** NO SHARES IN THE CAPITAL OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE EXPRESSED CONSENT OF A MAJORITY OF THE BOARD OF DIRECTORS TO BE SIGNIFIED BY A RESOLUTION OF THE BOARD OF DIRECTORS.**Min****Number Of** 1**Directors:****Max****Number Of** 9**Directors:****Business****Restricted** NONE**To:****Business****Restricted** NONE**From:****Other****Provisions:** SEE ATTACHED SCHEDULE "B"**Other Information:****Outstanding Returns:**

Annual returns are outstanding for the 2021, 2020, 2019 and 5 previous file year(s).

Filing History:

| List Date (YYYY/MM/DD) | Type of Filing |
|------------------------|-------------------------------------------------------------|
| 2013/11/08 | Incorporate Alberta Corporation |
| 2016/01/02 | Status Changed to Start for Failure to File Annual Returns |
| 2016/05/02 | Status Changed to Struck for Failure to File Annual Returns |

Attachments:

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|-------------------------------------------|--------------------|----------------------------|
| Share Structure | ELECTRONIC | 2013/11/08 |
| Other Rules or Provisions | ELECTRONIC | 2013/11/08 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



SCHEDULE 6

00587-AUTILET 60857 L001 VAN AUTO

001112

FAISSAL MOUHAMAD

Or occupant

7151 50 AVE

RED DEER AB T4N 4E4

Dear FAISSAL MOUHAMAD,

Confirmation of Mail Forwarding for Moves, Reference Number 85138494 starting September 26, 2022.

We are sending you this notice as a security precaution only.

We recently received a request to forward mail addressed to your name at the address noted above. If you made this request, or if it was made legitimately on your behalf, no action is required and the service will begin on September 26, 2022.

However, **if you did not authorize this service request to forward your mail**, please contact Canada Post immediately at **1-800-267-1177** and provide this number, 85138494SL.

As part of our commitment to protect the personal information of our customers, each member of your household who is listed on the service request will receive a copy of this letter, and a Confirmation of Service card will also be delivered to your address.

Thank you for your co-operation.

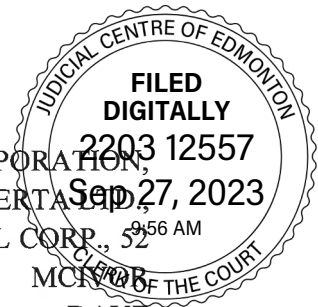
Sincerely,

Mail Redirection Team
Canada Post

TAB 17

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 ST.,
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 OF SERVICE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

McMILLAN LLP
1700, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Attention: Adam Maerov/Kourtney Rylands/Preet Saini
Telephone: 403.531.4700
Facsimile: 403-531-4720
Email: adam.maerov@mcmillan.ca
kourtney.rylands@mcmillan.ca
preet.saini@mcmillan.ca
File Number: 293571

AFFIDAVIT OF LINDSEY ROY
Sworn on September 25th, 2023

I, Lindsey Roy, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. I am a legal assistant at McMillan LLP and as such have personal knowledge of the facts and matters deposed to herein, or if based upon information and belief I verily believe the same to be true.
2. That I am an adult person and not a party to this action.
3. I am 18 years of age or older.
4. That on September 29, 2022, I served the interested parties/creditors in this action with copies of the following documents:
 - a. Letter with service list (“**Service List**”) attached hereto as “**Exhibit A**”;

- b. Application for Advice and Direction filed on October 31, 2022 in this action;
- c. Form of Order; and
- d. Receivers First Report filed on October 31, 2022 in this action.


collectively (the “**Application Materials**”).

5. That on September 29, 2022, I served the Application Materials by email and fax, to the email address’ and fax numbers listed on the Service List for:


- Susy Trace, Miller Thomson LLP
- Matthew R. Park, Warren Sinclair LLP
- Carli Sylvestre, Cody & Company Law Office
- Colleen Wetter, College of Dental Surgeons of Alberta
- Canada Revenue Agency
- The Bank of Nova Scotia
- CWB National Leasing Inc.
- Jovica Property Management Ltd.
- Patterson Dental Canada, Inc.
- Nissan Canada Inc.
- Brad Findlater, Wilson Laycraft
- Mohamad Mohamad
- N. Locke Richards, AltaLaw

6. Attached hereto as **Exhibit “B”** is a copy of the email to the Service List dated September 29, 2022 and the delivery receipts.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta, this 25th)
day of September 2023.)



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



LINDSEY ROY)

STEPHEN JOHNSON
Student at Law
A Commissioner for Oaths in and for Alberta

**This is Exhibit "A" referred to in
the Affidavit of Lindsey Roy
Sworn before me this 25th
day of September, 2023.**



**A Commissioner for Oaths in
and for the Province of Alberta**

**STEPHEN JOHNSON
Student at Law
A Commissioner for Oaths in and for Alberta**



Reply to the Attention of: Kourtney Rylands
Direct Line: 403.355.3326
Email Address: kourtney.rylands@mcmillan.ca
Our File No.: 293571
Date: September 29, 2022

[DELIVERED TO THE SERVICE LIST]

Re: **Royal Bank of Canada ("RBC") v. Faissal Mouhamad Professional Corporation, et al (the "Defendants"), Court of King's Bench Action No. 2203 12557 (the "Action") Application for Advice and Direction to be Heard September 29, 2022 at 2:00 p.m. MST (the "Application")**

We act as counsel to MNP Ltd. in its capacity as Receiver and Manager of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., Michael Dave Management Ltd. and 52 Wellness Centre Inc. pursuant to the Receivership Order granted on September 16, 2022 (the "**Receivership Order**").

Please find enclosed for service upon each of the parties noted in the attached service list our Application for Advice and Direction pursuant to paragraph 31 of the Receivership Order, the Receiver's First Report, and form of Order (the "**Form of Order**"). A filed copy of any Order granted will be served on the service list in due course.

Yours truly,

Kourtney Rylands

Updated: September 29, 2022

COURT FILE 2203-12557

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

SERVICE LIST

| CONTACT INFO | PARTY |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Miller Thomson LLP 2700, 10155 102 Street Edmonton, AB T5J 4G8 Attn: Susy Trace Email: strace@millerthomson.com msiry@millerthomson.com | Royal Bank of Canada |
| 52-26534 Township Road 384 Red Deer County, AB T4E 1A1 Email: drmouhamad@hotmail.com southhillsmiles1@yahoo.com | Faissal Mouhamad Professional Corporation, Mcivor Developments Ltd., 985842 Alberta Ltd., 52 Wellness Centre Inc., Paradise Mcivor Developments Ltd., Michael Dave Management Ltd., and Faissal Mouhamad |
| Warren Sinclair LLP 600, 4911 – 51 st Street Red Deer, AB T4N 6V4 Attn: Matthew R. Park Email: MPark@warrensinclair.com | Faissal Mouhamad Professional Corporation, Mcivor Developments Ltd., 985842 Alberta Ltd., 52 Wellness Centre Inc., Paradise Mcivor Developments Ltd., Michael Dave Management Ltd., and Faissal Mouhamad |
| McMillan LLP 1700, 421 7 th Avenue SW Calgary, AB T2P 4K9 Attn: Vanessa Allen, Adam C. Maerov and Kourtney Rylands Email: adam.maerov@mcmillan.ca kourtney.rylands@mcmillan.ca | MNP LLP |

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Vanessa.Allen@mnp.ca | |
| <p>Cody & Company Law Office 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9</p> <p>Attn: Carli Sylvestre</p> <p>Email: carli@codylaw.ca Christina@codylaw.ca</p> | <p>Fetoun Ahmad also known as Fetoun Ahmed Delta Dental Corp 52 Dental Corporation</p> |
| <p>College of Dental Surgeons of Alberta 402, 7609 – 109 Street NW Edmonton, AB T6G 1C3</p> <p>Attn: Colleen Wetter</p> <p>Email: reception@cdsab.ca complaintsdirector@adaandc.com</p> | <p>College of Dental Surgeons of Alberta (formerly the Alberta Dental Association and College)</p> |
| <p>Surrey National Verification and Collection Centre 9755 King George Blvd Surrey, BC V3T 5E1</p> <p>Fax: 866-219-0311</p> | <p>Canada Revenue Agency</p> |
| <p>The Bank of Nova Scotia 4715 Tahoe Blvd Mississauga, ON L4W 0B4</p> <p>Email: bsc@scotiabank.com</p> | <p>The Bank of Nova Scotia</p> |
| <p>The Bank of Nova Scotia 10 Wright Boulevard Stratford, ON N5A 7X9</p> <p>Email: collateral.guard@teranet.ca</p> | <p>The Bank of Nova Scotia</p> |
| <p>CWB National Leasing Inc. 1525 Buffalo Place Winnipeg, MB R3T 1L9</p> <p>Email: ppsa.administration@cwbnationalleasing.com</p> | <p>CWB National Leasing Inc.</p> |
| <p>c/o 500, 707-7th Ave SW Calgary, AB T2P 3H6</p> <p>Email: rbadiola@hendrixlaw.ca</p> | <p>Jovica Property Management Ltd. 1105550 Alberta Inc. 1245233 Alberta Inc. Solar Star Holdings Inc.</p> |

| | |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| | 1193770 Alberta Ltd. |
| ATB Financial 3699 – 63 Ave NE Calgary, AB T3J 0G7 Via Courier | ATB Financial |
| Bank of Montreal 2nd Floor, 234 Simcoe Street Toronto, ON M5T 1T4 Via Courier | Bank of Montreal/Banque de Montreal |
| 1205 Blvd Henri-Bourassa West Montreal, QC H3M 3E6 Email: absecparties@avssystems.ca | Patterson Dental Canada, Inc. |
| Nissan Canada Inc. 5290 Orbitor Drive Mississauga, ON L4W 4Z5 Email: absecparties@avssystems.ca | Nissan Canada Inc. |
| Wilson Laycraft 650, 211 - 11th Ave SW Calgary, AB T2R 0C6 Attn: Brad Findlater Email: bfindlater@wilcraft.com | Mahmoud Husen Mohamad |
| Mohamad Mohamad Email: mmohamad@mcivordevelopments.com | Mohamad Mohamad |
| AltaLaw 5233-49 Ave Red Deer, AB T4N 6G5 Email: nrichards@altalaw.ca | Dr. Ghalib Hadi |

Via Email:

**This is Exhibit "B" referred to in
the Affidavit of Lindsey Roy
Sworn before me this 25th
day of September, 2023.**



**A Commissioner for Oaths in
and for the Province of Alberta**

STEPHEN JOHNSON
Student at Law
A Commissioner for Oaths in and for Alberta

Lindsey Roy

From: Lindsey Roy <lindsey.roy@mcmillan.ca>
Sent: Thursday, September 29, 2022 12:06 PM
To: strace@millerthomson.com; msiry@millerthomson.com; MPark@warrensinclair.com; Vanessa.Allen@mdp.ca; carli@codylaw.ca; christina@codylaw.ca; reception@cdsab.ca; complaintsdirector@adaandc.com; bsc@scotiabank.com; collateral.guard@teranet.ca; rbadiola@hendrixlaw.ca; jysimard@dsavocats.ca; absecparties@avssystems.ca; bfindlater@wilcraft.com; mmohamad@mcivordevelopments.com; drmouhamad@hotmail.com; southhillsmiles1@yahoo.com; ppsa.administration@cwbnationalleasing.com; nrichards@altalaw.ca
Cc: Adam Maerov; Kourtney Rylands; Preet Saini; Melanie Cheddi
Subject: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials
Attachments: 2022 09 29 letter to the Service List.PDF

Good Afternoon,

Please see the attached correspondence from Ms. Rylands for the Application to be held on September 29, 2022 at 2:00pm. You can attend the Application by webex using [this link](#).

Below is a link to download the materials mentioned in the correspondence.

[Application Materials](#)

Thank you.

mcmillan

Lindsey Roy

Legal Administrative Assistant
d 403.531.4712 | f 403.531.4720
lindsey.roy@mcmillan.ca

Assistant To: Andrew Stead | 403.531.8748 | andrew.stead@mcmillan.ca
Assistant To: Gordana Ivanovic | 403.531.8740 | gordana.ivanovic@mcmillan.ca
Assistant To: Christine Laing | 403.531.4708 | christine.laing@mcmillan.ca
Assistant To: Melanie Cheddi | 403.531-4702 | melanie.cheddi@mcmillan.ca

McMillan LLP

Lawyers | Patent & Trademark Agents
1700, 421 - 7th Avenue S.W.
Calgary, Alberta T2P 4K9
mcmillan.ca

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Please consider the environment before printing this e-mail.

Lindsey Roy

From: Lindsey Roy <lindsey.roy@mcmillan.ca>
Sent: Thursday, September 29, 2022 12:12 PM
To: 18662190311@efaxds.ca
Attachments: Application (2203-12557).pdf; 2022 09 29 letter to the Service List.PDF; Application (2203-12557).pdf; **[**EXT**]** WEBEX - 2203 12557 - ROYAL BANK OF CANADA v. AHMAD, FETOUN; AKA.



Lindsey Roy

Legal Administrative Assistant
d 403.531.4712 | f 403.531.4720
lindsey.roy@mcmillan.ca

Assistant To: Andrew Stead | 403.531.8748 | andrew.stead@mcmillan.ca
Assistant To: Gordana Ivanovic | 403.531.8740 | gordana.ivanovic@mcmillan.ca
Assistant To: Christine Laing | 403.531.4708 | christine.laing@mcmillan.ca
Assistant To: Melanie Cheddi | 403.531-4702 | melanie.cheddi@mcmillan.ca

McMillan LLP

Lawyers | Patent & Trademark Agents
1700, 421 - 7th Avenue S.W.
Calgary, Alberta T2P 4K9
mcmillan.ca

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Please consider the environment before printing this e-mail.

Lindsey Roy

From: postmaster@TORWSP01.law.mcmillan.ca
To: MPark@warrensinclair.com
Sent: Thursday, September 29, 2022 12:06 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

MPark@warrensinclair.com



Royal Bank of
Canada v Faissal...

Lindsey Roy

From: postmaster@TORWSP01.law.mcmillan.ca
To: christina@codylaw.ca; carli@codylaw.ca
Sent: Thursday, September 29, 2022 12:06 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials

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Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

christina@codylaw.ca
carli@codylaw.ca



Royal Bank of
Canada v Faissal...

Lindsey Roy

From: postmaster@TORWSP01.law.mcmillan.ca
To: reception@cdsab.ca
Sent: Thursday, September 29, 2022 12:06 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

reception@cdsab.ca



Royal Bank of
Canada v Faissal...

Lindsey Roy

From: send@mail.efax.com
Sent: Thursday, September 29, 2022 2:31 PM
To: Lindsey Roy
Subject: Successful transmission to 18662190311. Re: UNKNOWN

[EXTERNAL/EXTERNE]



Dear Lindsey Roy,
Re: UNKNOWN

The 57 page fax you sent through eFax Solutions to 18662190311 was successfully transmitted at 2022-09-29 20:31:12 (GMT).

The length of transmission was 922 seconds.

The receiving machine's fax ID: Fax Server.

If you need additional assistance, please visit our online help center at <https://enterprise.efax.com/contact-us>. Thank you for using the eFax Solutions service.

Best Regards,
eFax Solutions

Customer Service

Need help with your account?

Online Help:

<https://enterprise.efax.com/contact-us>

Email:

corporatesupport@mail.efax.com

Phone:

1(323) 817-3202

1(800) 810-2641 (toll-free)

Reference ID:

Lindsey Roy

From: postmaster@TORWSP01.law.mcmillan.ca
To: bsc@scotiabank.com
Sent: Thursday, September 29, 2022 12:06 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

bsc@scotiabank.com



Royal Bank of
Canada v Faissal...

Lindsey Roy

From: postmaster@TORWSP01.law.mcmillan.ca
To: collateral.guard@teranet.ca
Sent: Thursday, September 29, 2022 12:06 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

collateral.guard@teranet.ca



Royal Bank of
Canada v Faissal...

Lindsey Roy

From: postmaster@TORWSP01.law.mcmillan.ca
To: ppsa.administration@cwbnationalleasing.com
Sent: Thursday, September 29, 2022 12:06 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

ppsa.administration@cwbnationalleasing.com



Royal Bank of
Canada v Faissal...

Lindsey Roy

From: postmaster@TORWSP01.law.mcmillan.ca
To: rbadiola@hendrixlaw.ca
Sent: Thursday, September 29, 2022 12:06 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

rbadiola@hendrixlaw.ca



Royal Bank of
Canada v Faissal...

Lindsey Roy

From: postmaster@TORWSP01.law.mcmillan.ca
To: southhillsmiles1@yahoo.com
Sent: Thursday, September 29, 2022 12:06 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

southhillsmiles1@yahoo.com



Royal Bank of
Canada v Faissal...

Lindsey Roy

From: postmaster@TORWSP01.law.mcmillan.ca
To: mmohamad@mcivordevelopments.com
Sent: Thursday, September 29, 2022 12:06 PM
Subject: Relayed: Royal Bank of Canada v Faissal Mouhamad Professional Corporation et al - Court No. 2203-12557 - September 29, 2022 Application Materials

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Royal Bank of
Canada v Faissal...

TAB 18

Action No.: 2203-12557
E-File No.: EVK23FAISSAL
Appeal No.: _____

IN THE COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

PROCEEDINGS

Edmonton, Alberta
September 29, 2022

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1 Proceedings taken in the Court of King's Bench of Alberta, Courthouse, Edmonton, Alberta

2
3 September 29, 2022

Afternoon Session

4
5 The Honourable

Court of King's Bench of Alberta

6 Justice Mah (remote appearance)

7
8 S. Trace (remote appearance)

For Royal Bank of Canada

9 M. Siry (remote appearance)

For Royal Bank of Canada

10 (No Counsel)

For Faissal Mouhamad Professional Corporation, McIvor Developments Ltd., 985842 Alberta Ltd., 52 Wellness Centre Inc., Paradise McIvor Developments Ltd., Michael Dave Management Ltd. and Faissal Mouhamad

11
12
13
14
15 (No Appearance)

For Fetoun Ahmad, Delta Dental Corporation and 52 Dental Corporation

16
17 A.C. Maerov (remote appearance)

For the Receiver MNP

18 K. Rylands (remote appearance)

For V. Allen, Trustee in Bankruptcy

19 B. Findlater (remote appearance)

For M. Mohamad

20 L. Schmur

Court Clerk

21
22
23 THE COURT:

All right. Thank you. I take it everyone here is -- everyone on this call is here for the matter of Royal Bank of Canada and Faissal Mouhamad. I see, Ms. Trace, you are here. So we will start with the continuation of your receivership application this time against the numbered company, and I understand as well that Mr. Maerov has an application, but we will start with yours, Ms. Trace, and if you can, will you please let me know who is here, who they represent, and what their role is.

24
25
26
27
28
29
30 MS. TRACE:

Thank you, My Lord. I -- I will do that. So as -- as you've noted, I'm here today - Susy Trace, counsel for Royal Bank of Canada, who's the applicant in these proceedings. I had my colleague Mark Siry -- I don't see him on the -- I don't see him on the screen but he should be joining us as well. Oh, there he is. There he is. There's Mark.

31
32
33
34
35
36 Also in the courtroom today we have Mr. Maerov and Ms. Kater (phonetic) from
37 McMillan, and they are counsel to MNP Ltd, who is the current receiver over certain --
38 certain companies and the proposed receiver over 985.

39
40 In addition, we have a representative from MNP Ltd, Vanessa Allen. She's a trustee in
41 bankruptcy.

1
2 We have Brad -- I apologize if I say your name wrong but, Findlater and Mr. Findlater is
3 counsel for Mahmoud Mohamad is a -- I understand a brother to Faissal Mouhamad who
4 is the principal of 985 and has commenced litigation against -- against various companies
5 including FMPC in relation to a dispute over lands owned by another company that has --
6 another corporation owned by Mr. Mouhamad, McIvor Developments Ltd., and owns lands
7 secured to RBC.

8
9 We have Marlene Starenky. Marlene is a representative of Royal Bank of Canada.

10
11 Mr. Matthew Park is in the courtroom today. Mr. Park has -- was -- at previous applications
12 in this matter, My Lord, he was counsel for various parties including Faissal Mouhamad
13 Professional Corporation, McIvor Developments Ltd., 985842 Alberta Ltd., 52 Wellness
14 Centre Inc., Paradise McIvor Developments Ltd., Michael Dave Management Ltd., and
15 Faissal Mouhamad, but Mr. Park has recently filed a notice of ceasing to act so I don't
16 believe he's here today representing those parties or at least he's advised he won't be
17 making any submissions for those parties.

18
19 And then we also Mohamad Mouhamad. Mr. Mohamad is a nephew of Faissal, son of
20 Mahmoud Mouhamad and I understand also has his own litigation against, I believe,
21 Faissal Mouhamad. And I think --

22
23 THE COURT: All right.

24
25 MS. TRACE: -- that's everyone I can see in the courtroom, My
26 Lord.

27
28 THE COURT: Okay. Thank you, Ms. Trace. I have not received
29 any additional material in respect of this application and so I think, Ms. Trace, you can --
30 you can proceed now.

31
32 **Submissions by Ms. Trace (Receiver for 985842 Alberta Ltd.)**

33
34 MS. TRACE: Okay. Thank you, My Lord.

35
36 So, as you know, My Lord, this is -- this is a continuation of an application that was heard
37 on September 14th before Your Lordship. That application was for the appointment of a
38 receiver over essentially everyone - so the following companies: FMPC or Faissal
39 Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., 52
40 Wellness, and Michael Dave Ltd. as well as 985. I -- I refer to it as 985, My Lord. Its correct
41 name is 985842 Alberta Ltd., but I'll -- I'll refer to it as 985 in my submissions.

1
2 At that -- as you know, at that time, the application with respect to 985 was adjourned until
3 today to allow that company to respond to RBC's application, and the -- the balance of
4 RBC's application was heard by the Court on that day. Your Lordship reserved your
5 decision until September 16th, at which point this Court did grant RBC's receivership
6 application and appointed MNP Ltd. as receiver over all of those companies with the
7 exception of 985.

8
9 My Lord, in my submissions today, when I say companies, I'm referring to all the
10 companies that are already in receivership. So FMPC, 52 Delta, Delta Corp., 52 Wellness,
11 and Michael Dave Ltd.

12
13 So, My Lord, again today I'm making an application for the appointment of a receiver over
14 985. So how -- 985 is a guarantor of the indebtedness of both FMPC and McIvor
15 Developments Ltd., and to remind the Court, as at August 10th, 2022, the direct
16 indebtedness owed by FMPC to RBC was 632,000 -- sorry. \$632,627.73. That was
17 inclusive of interest as of that date. It was not inclusive of costs. And McIvor Developments
18 Ltd. is indebted to RBC in the sum of 2 point -- \$2,504,407.52 as at August 15th, 2022.
19 That's inclusive of interest to August 15th but not costs.

20
21 RBC has -- so 985 has granted two guarantees, one -- to RBC, one of the indebtedness of
22 FMPC for up to the principal amount of \$3.25 million and has granted a guarantee to RBC
23 of the indebtedness of McIvor for up to the principal amount of \$2.5 million. In addition,
24 985 has granted to RBC a general security agreement securing to RBC all present and after
25 acquired personal property, and by reason of a priority agreement that between Bank of
26 Montreal, RBC, and 985, RBC has a first in time security interest -- perfected security
27 interest over all present and after acquired personal property of 985. 985 -- or RBC has
28 demanded repayment from 985 of amounts owing to RBC pursuant to both guarantees. So
29 the FMPC guarantee as well as the McIvor guarantee. The demand period applicable to
30 those demands has expired.

31
32 So, My Lord, just to try and -- and provide a brief summary of RBC's concerns, and I'll --
33 I'll try not to be repetitive of the submissions that I've already given to this Court.

34
35 THE COURT:

36 I -- I think, Ms. Trace, you can -- you can bear in
37 mind that I did review all of the material the first time. I refreshed my -- my memory in
38 preparation for today, and I did give a set of reasons last time in which I mentioned 985.
39 And so, if that is of any assistance to you, I have got a pretty good -- I have got a pretty
40 good background and I have also already made certain rulings so I think you can just take
41 it from there.

1 MS. TRACE:

Thank you, My Lord. I will do that then. I won't

2 -- I won't get into too much detail unless the Court has questions. I think the high points
3 that I would like to -- to remind the Court of today is that as -- as Your Lordship noted in -
4 - in your reasons delivered on September 16, there was a tremendous amount of cash that
5 has -- that has been transferred to related companies or Faissal or Fetoun or creditors --
6 other creditors. In our calculation, based on the information that we have is between 2020
7 and 2022, that amount -- and this is -- this -- this amount is -- is -- takes into consideration
8 payments made by both FMPC and 985 but that amount is \$8,071,050.42. So, My Lord,
9 it's -- it is a significant sum of money that has -- that has been paid or transferred or moved
10 -- moved around.

11
12 The financial statements for 985 and FMPC simply do not provide support for those
13 payments and in addition and particular to 985, it should be noted that Faissal has testified
14 that its only tangible asset is a building in Drayton Valley, that it leases that building to a
15 dental clinic, that it does not carry on any other business, and its only source of revenue is
16 rental revenue that it receives in the amount of \$5,304.50 per month, and those admissions
17 are at paragraphs 36 and 37 of Mr. Mouhamad's affidavit that was sworn on September
18 13th.

19
20 So according to the financial statements for the year 2020, 985's gross rental income was
21 \$385,592, and reported a loss of \$65,923 and reported holding no cash. Again, for 2021,
22 its reported income was \$111,000 -- 270 -- \$111,274, had a little bit of income, and reported
23 an overall net loss of \$2,310. But from our calculations, in 2020, 2021, and 2022, 985 alone
24 -- this is without FMPC -- transferred at least the sum of \$3,117,000 -- \$117,009.46. So the
25 point is, My Lord, it's transferred far in excess of what its reported income is.

26
27 RBC's concern with 985 is that Faissal has caused -- what we believe is likely to have
28 happened here is Faissal has caused FMPC to transfer either credit facilities granted to it
29 or cash generated by it to 985, which is then transferred out to either Faissal, Fetoun, related
30 parties, or other companies because there's no explanation as to how it would have millions
31 of dollars in excess of cash if it's only report -- if it's only tangible asset is -- is a building
32 in Drayton Valley, and it's reporting a loss every year, and its -- its net income is just --
33 well, it's income not net. Its income per month is only \$5,000 a month. It just doesn't add
34 up.

35
36 I'll just very briefly remind the Court that significant payments of that money that I've --
37 that I've just sort of summarized for the Court, a significant amount has gone to Fetoun
38 and Faissal personally or for their benefit to third parties, and none of those amounts jive
39 with either the financial statements or personal net worth statements provided by Faissal.

40
41 In my respectful submission, the evidence that is put before this Court by Faissal and

1 Fetoun do not provide support for the reasonableness or legitimate business purpose for
2 the majority of these payments. RBC has lost all confidence in the ability of Faissal to
3 manage the operations of 985 in a commercially reasonable manner and has shown a
4 consistent willingness to disregard the interests of RBC in the management of 985 and the
5 companies generally.

6
7 We also briefly note, My Lord, from the reading of the first report to the Court of the
8 receiver that the Court was just provided with earlier today, RBC is very concerned with
9 the alleged conduct that is contained in that report of -- of Mr. Mouhamad and it appears -
10 - it appears that he's not only -- he's not disinterested and acting in a manner that fairly
11 regards RBC's interests but is disinterested in acting in a manner that is consistent with the
12 receivership order of this Honourable Court.

13
14 I won't summarize all of the payments, My Lord. I know you're very familiar with them.
15 I just summarized the aggregate amounts. I'm happy to go through that for the Court if --
16 if it would like but, in our respectful view, and for the reasons contained in our brief, it's
17 just inconvenient in the circumstances to appoint a receiver over 985. In saying that, I have
18 -- I keep in mind the *Paragon Capital Corp.* factors that were first pronounced by Justice
19 Romaine in the *Paragon* decision. RBC respectfully submits that because it's a secured
20 creditor, the extraordinary remedy of the appointment of a receiver is less extraordinary
21 and it ought -- ought to exercise its discretion to appoint a receiver over the undertakings,
22 property, and assets of 985 for the following reasons:

23
24 RBC is the first ranking secured creditor of 985, holding a security interest in all present
25 and after acquired personal property. The security authorizes the appointment of a receiver
26 upon default by 985. RBC is concerned that its security and collateral position has eroded
27 by the fact that -- based by the fact that its securities appears to have been transferred out
28 of the ordinary course of business and without its consent, most of which are to related
29 parties. In order to prevent the further transfer of assets, an erosion of its collateral and in
30 order to obtain -- obtain transparency in the operation of 985 individually and, frankly, the
31 operations of 985 and the companies, RBC seeks to appoint the receiver over 985 as well.

32
33 In our respectful view, the balance of convenience favours the appointment of a receiver
34 given that it will provide oversight and transparency to the operations of 985 and the ability
35 of -- of the receiver to monitor and review related party payments. These significant
36 payments have been made to related parties with no commercially reasonable explanation
37 and in amounts that greatly exceed both 985's reported income and its revenue. 985 does
38 not appear to have any employees so the impact on interested parties of the order will be
39 minimal in that respect. 985's business appears to be simply a landlord and so the costs of
40 adding 985 to the receivership will be minimal -- minimal in our respectful submission,
41 and RBC has lost confidence in the ability of manage -- management to operate the

1 business in a candid and commercially reasonable manner and in compliance with the
2 covenants and obligations owed by 985 to RBC. RBC is acting in good faith and in a
3 commercially reasonable manner in respect of the appointment of a receiver and,
4 accordingly, RBC submits it's just inconvenient to appoint a receiver over the assets,
5 property, and undertakings of 985.

6
7 So, My Lord, I think I'll leave it there and I'm happy to answer any questions that the Court
8 may have.

9
10 THE COURT: Thank you, Ms. Trace. I -- I actually don't have
11 any other questions.

12
13 Mr. Park, I -- I realize that you are here primarily out of a professional obligation but that
14 you don't have any instructions to make submissions today; am I right?

15
16 MR. PARK: That's correct, My Lord. Thank you.

17
18 THE COURT: All right. Thank you. Are there any other counsel
19 who wish to speak to the merits of the receivership order application?

20
21 Okay. Ms. Trace, I am going to put some brief reasons on the record and then we can move
22 to Mr. Maerov's application.

23
24 **Decision (Receiver for 985842 Alberta Ltd.)**

25
26 THE COURT: So this is a continuation of the application which
27 I first heard on September 14th and on which I gave reasons on September 16th. On the
28 latter date, a receivership order was granted against the two principal debtors and the
29 guarantors, except for McIvor Developments and the company against which relief is being
30 sought today, which I will refer to as 985. At the time, no remedy was sought against nor
31 is any remedy being pursued against McIvor Developments today.

32
33 The application against 985 was adjourned to today to give counsel for 985 additional time
34 to prepare because of the short notice. I received no additional materials. 985 has appeared
35 by counsel but had no further submissions to make and I heard submissions from counsel
36 for RBC. These reasons that I am giving right now should be considered supplementary to
37 the reasons given on September 16th, and it is not my intention to repeat those earlier
38 reasons. So I will simply indicate that 985 as guarantor of both the indebtedness of FMPC
39 and McIvor Developments granted a general security agreement in favour of RBC which,
40 as Ms. Trace says, gives RBC first in time priority over its assets. That indebtedness in
41 respect of FMPC is a bit more than 632,000 and in respect of McIvor Developments,

1 around 2.5 million. The indebtedness, the default, and the demand are -- are all admitted.

2
3 Today, Ms. Trace summarized the aggregate payments that have flowed out of FMPC and
4 985 and, in particular, the -- the sum 3 million appears to have come from 985. These
5 payments are not explained in any credible manner, as I found in my last reasons, and it
6 would be a fair surmise that they are either the result of money that was provided by RBC
7 or other cash assets of 985 since this flow of money cannot in any way be explained by
8 985's financial statements. As I said the last time, the transfer of assets of the principal
9 debtors and the guarantors, especially 985, to -- to related parties results in concern to the
10 Royal Bank of Canada.

11
12 I found last time that the transfers had taken place and that the explanations provided by
13 Dr. Mouhamad were simply not credible and, therefore, I concluded then as I do now that
14 RBC security this time in respect of 985 is at risk and arising from that, I conclude that it
15 is just inconvenient to appoint a receiver over the -- over the assets of 985, and I will
16 reiterate my comment from last time that only a receiver under the Court's supervision can
17 determine what happened to the cash that was previously owned or in possession of the
18 debtors. So the rationale that applied last time applies equally today in respect of 985 and
19 the receivership order is granted accordingly.

20
21 Ms. Trace, I had the opportunity to review the form of order that you provided to me and
22 which I received today. Unless you are -- unless there are any provisions that you wish to
23 bring specifically to my attention, it appears to me that the order is appropriate and I will
24 sign it.

25
26 MS. TRACE: Thank you, My Lord. No, I don't believe there's
27 any provisions. Many of -- we did take out some. The -- the order largely mirrors both the
28 receive -- the template receivership order and includes some of the added provisions that
29 we do have in the receivership order that was signed by -- by Your Lordship on September
30 16th, with the exception that we did remove provisions that were specifically relate --
31 related to the operations of a dental practice. But other than that, it has the same added
32 powers or additions or deletions that we would have gone through on the 16th, and so I
33 don't -- I don't have anything further to -- to bring to the Court's attention, My Lord.

34
35 THE COURT: All right. Thank you.

36
37 Okay. Mr. Maerov, we can turn to your application now. So the documents that I received
38 from you today all appear to be unfiled so maybe you can start off by telling me about
39 service.

40
41 **Submissions by Mr. Maerov (Receiver's Application)**

1
2 MR. MAEROV: Certainly, My Lord. So I'll start off by
3 apologizing for the late delivery of the materials. Obviously, these matters only recently
4 came to the attention of -- of the receiver and both the receiver and our office moved as
5 quickly as possible once they came to the receiver's attention.
6

7 At approximately the same time that you would have -- or that the materials were sent to
8 you today anyway, we did serve all parties on the service list for whom we had email
9 addresses. In particular, we emailed copies of the materials to counsel for Mr. Mouhamad,
10 who is here today, who's, we understand has withdrawn of -- as solicitor of record but who
11 is still, I guess, at this point in time, the 10 days have not elapsed since we received his
12 notice so we sent it to him. We also emailed it to Dr. Mouhamad's personal email account
13 and, as I understand it, we received confirmation of delivery. We attempted to also email
14 to the South Hill Smiles Clinic at which we understand Dr. Mouhamad may intend to
15 practice but, unfortunately, I'm not able to confirm that that went through at this time.
16

17 Given the shortness of service, what we have proposed in paragraph 3 of our order is a
18 comeback -- comeback clause that essentially allows any party 7 days to come back and
19 seek to vary any relief that you might grant today so as to insure that any party whose
20 interests are affected has an opportunity to seek to vary if they choose to do so.
21

22 THE COURT: Okay. That seems reasonable to me, Mr. Maerov.
23

24 MR. MAEROV: Thank you, My Lord.
25

26 So, My Lord, just in terms of the materials you should have received, there's a -- you should
27 have received the receiver's application, the receiver's first report, and we also included a
28 decision of the Court of Appeal of Alberta in *YBM Magnex International*. Did -- did you
29 receive all of those?
30

31 THE COURT: I received all of those and I have reviewed the
32 application and the report.
33

34 MR. MAEROV: Thank you, My Lord. I'm happy to -- to sort of
35 go through some of the factors that are referred in the report, if that would be helpful, or -
36 - or answer any questions. I guess as a -- as a threshold matter, I should note that section
37 249 of the *Bankruptcy and Insolvency Act* permits a receiver to apply to Court for advice
38 and directions in circumstance -- and -- and the Court may grant those directions in
39 circumstances it considers proper and the principles under which Courts have considered
40 those advice and directions to be considered proper in the *YBM* decision -- did -- did Your
41 Honour have an opportunity to review that case at all?

1
2 THE COURT: I didn't -- I didn't read the case but -- I haven't
3 read it yet, but I am satisfied that I have the jurisdiction to entertain this application today.
4

5 MR. MAEROV: Great. Wonderful. Thank you, My Lord.
6

7 So, as I say -- or I understand you've read the report and -- and -- and had an opportunity
8 to consider it. The facts that I think are most relevant are in paragraphs 16 and 17 of the
9 receiver's first report. Did you have any questions about those -- those recent
10 developments?
11

12 THE COURT: Okay. I did want to ask this. So I realize that
13 these -- these events are very recent. Some of them happened -- happening as -- as late as
14 yesterday, but can someone tell me what Dr. Mouhamad is doing in terms of providing
15 services at either of the two clinics in question right now? Has he completely disassociated
16 himself or is he still purporting to provide some services under the contract with the
17 receiver?
18

19 MR. MAEROV: He has -- he has completely disassociated
20 himself. He's not providing any services at this time. He remains in possession of certain
21 of the controlled substances that he was directed to take possession of under the
22 receivership order, but I believe that's all he is -- is currently doing.
23

24 THE COURT: Okay. So I gather then that the receiver's major
25 concerns, and I will try to summarize them as succinctly as possible, are the
26 (INDISCERNIBLE) actual interference with the business of the two clinics that are in
27 receivership, specifically solicitation of clients and then, secondly, what appears to be
28 unlawful retention of some records, which may include client files, and then generally
29 being uncooperative and not providing information that is required to assist the -- the
30 receiver. So is that a fair summation?
31

32 MR. MAEROV: I think -- I think that's an excellent summary. I
33 would add that unfortunately at this point the receiver can't even know for sure whether
34 Dr. Mouhamad is in possession -- what -- what he remains in possession of that he may
35 have taken and so some of the relief that we're seeking in the order is to better understand
36 exactly what is currently in Dr. Mouhamad's possession.
37

38 THE COURT: Okay. Mr. Maerov, can you just summarize the
39 forms of relief that you are seeking?
40

41 MR. MAEROV: Certainly, My Lord. So if you -- if you turn to the

1 order that we're seeking, paragraph -- so we deal with -- we deal with service, we deal with
2 the comeback clause that I took you through earlier. Paragraph 8 -- or sorry, paragraph 4
3 of the order is intended to -- to clarify paragraph 8 of the receivership order, which enjoins
4 Dr. Mouhamad and Fetoun Ahmad from taking steps to solicit from the practices the -- the
5 receivership order itself refers to the debtors, which -- which I think the intention was to
6 capture those two in their individual capacities as opposed to just their capacities as agents
7 but we thought we should clarify that since the -- the defined term debtors is not -- not
8 entirely clear.

9
10 Second, the next paragraph is paragraph 5, and the intention there is to put other parties on
11 notice including the South Hill's practice that to the extent that Dr. Mouhamad is breaching
12 or Fetoun Ahmad for that matter are breaching the receivership order, they shouldn't be
13 party to any such breach, benefit, or facilitate any such breaches.

14
15 Number 6 sort of restates the no solicitation provision and makes it clear that Dr.
16 Mouhamad is not permitted to deal with the property or enter the clinics going forward.

17
18 Paragraph 7 is designed to deal with the records and there's two categories of records we're
19 concerned about - one relating to the business of the practice, one relating to the patients
20 of the practice, but the bottom line is Dr. Mouhamad should be making -- and -- and Fetoun
21 Ahmad should be making the receiver aware of any records of either category that are in
22 his or her possession and they should be returning those records forthwith in an
23 undestroyed, unaltered, unmodified manner.

24
25 Those sort of go to the -- the heart of the matters referred to, the recent developments
26 referred to in the first report of the receiver. Paragraph 8 is sort of made necessary by the
27 fact that Dr. Mouhamad's no longer involved in the practices. As the -- as the person who
28 was in possession and control of the controlled substances, if he's not there something is
29 going to need to be done with those materials that remain on site. The receiver is -- is not
30 in possession and control of those but wants to make sure that they are properly secured
31 and disposed of in a way that, you know, respects the interests of the public and public
32 safety. So we'd just like some clarity that it's permitted to do so in the event that it needs
33 to.

34
35 There are -- I understand, there may be one or two other dentists who are prepared to carry
36 on the practice who are licenced and qualified to be in possession of the controlled
37 substances. If that comes to pass and the practices continue to operate, this provision won't
38 be necessary and -- or the receiver won't need to rely on this provision, but it wants --
39 doesn't want to have to come back to court and take up more of the Court's time in the
40 event that it has to close the practices and, you know, dispose of the controlled substances.
41

1 THE COURT: All right. Thank you, Mr. Maerov. Any other
2 counsel wish to make submissions with respect to this application?

3

4 **Submissions by Ms. Trace (Receiver's Application)**

5

6 MS. TRACE: My Lord, Susy Trace again. I just -- RBC is
7 supportive of the receiver's application today. The only -- the only other thing I'd like to
8 just point out is -- and just make sure that everybody is working off the order because I
9 think the -- the order that was appended to the application is slightly different than the --
10 than the order that was sent as a separate document, at least to the -- to the commercial
11 court coordinator. So I just want to make sure that we're -- we're working off the same
12 order.

13

14 THE COURT: Okay. Which version should be the one that we
15 are working from?

16

17 MR. MAEROV: (INDISCERNIBLE) --

18

19 THE COURT CLERK: Sorry --

20

21 MR. MAEROV: -- My Lord, that --

22

23 THE COURT CLERK: I'm sorry --

24

25 MR. MAEROV: -- includes -- it should be the one that includes
26 7(a).

27

28 THE COURT CLERK: Sorry, Sir, the Webex kind of glitched for the last
29 30 seconds or so. If the counsel that was speaking prior could just repeat. Whatever she
30 was saying wasn't being recorded. It just, like, was muted. It was glitching.

31

32 THE COURT: Okay. I mean, you have got a gap in the record
33 so, Ms. Trace, I am just going to ask you to restate what you -- what you just said.

34

35 MS. TRACE: Just that RBC is supportive of the receiver's
36 application and I just would like to make sure that everybody is working off the -- the same
37 form of order. Yeah, so that -- I believe those -- that's -- those are my two submissions.

38

39 THE COURT: Okay.

40

41 MR. MAEROV: And, My Lord, if I might --

1
2 THE COURT: And, Mr. Maerov, you are going to tell us exact
3 --
4
5 MR. MAEROV: Sorry. Yes.
6
7 THE COURT: Go ahead.
8
9 MR. MAEROV: Sorry. Apologies, My Lord. Yes, I was just going
10 to say I think the -- the version that the Court should be working from includes
11 subparagraph 7(a) that requires Dr. Mouhamad to provide the receiver with a sworn
12 affidavit that includes a list of all records or property that he or Fetoun Ahmad are in
13 possession of -- or sorry, removed from the clinics. So if -- I believe that's the standalone
14 order but --
15
16 THE COURT: I --
17
18 MR. MAEROV: -- that's --
19
20 THE COURT: -- I see that --
21
22 MR. MAEROV: -- the request, My Lord.
23
24 THE COURT: I see that paragraph and that is in --
25
26 MR. MAEROV: Okay.
27
28 THE COURT: -- the standalone order. Okay.
29
30 MR. MAEROV: Okay.
31
32 THE COURT: Thank you. Any -- any other counsel wishing to
33 make submissions on the merits of this application? Okay. I don't hear any.
34
35 **Decision (Receiver's Application)**
36
37 THE COURT: It is unfortunate that this order was necessitated
38 but in view of the conduct that is recited in the receiver's first report, I think I really don't
39 have any alternative but to grant the order and I -- and I do so.
40
41 MR. MAEROV: Thank you, My Lord.

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THE COURT: All right, counsel. So I think I have both versions of the two orders ready for signature so I can sign those forthwith and return them to Mr. Defoe for filing and transmission to you.

MS. TRACE: Thank you, My Lord.

THE COURT: All right.

MR. MAEROV: Thank you, My Lord.

THE COURT: Anything else we need? Anything we do need to do today, counsel?

MS. TRACE: Nothing from RBC, My Lord.

THE COURT: All right.

MR. MAEROV: Nothing from the receiver.

Ruling (Receiver’s Application) (Costs)

THE COURT: I just noticed, Mr. Maerov, you didn’t talk about this specifically but you are also asking for costs against Mr. -- Dr. -- Dr. Mouhamad. So I will just make this comment or observation. In considering costs, I weigh the -- the short notice against the -- the seriousness of the conduct that -- that is alleged and I -- I conclude that it is appropriate to award costs here because of the apparent attempt by Dr. Mouhamad to frustrate the will of the Court in putting this receivership in place. If Dr. Mouhamad feels that the Court has unfairly imposed costs upon him, then he has the remedy once he is served with this order of coming back and asking that that part of the order be varied. So I will grant the order as it is presented.

All right. Thank you, counsel. We are adjourned.

PROCEEDINGS CONCLUDED

1 **Certificate of Record**

2
3 I, Luciana Schmur, certify that this record is the record made of the evidence in the proceedings
4 in Court of King's Bench held in courtroom 316 at Edmonton, Alberta on the 29th day of
5 September 2022, and that I was the court official in charge of the sound-recording machine
6 during the proceedings.
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1 **Certificate of Transcript**

2
3 I, Marcey Lepka, certify that

4
5 (a) I transcribed the record, which was recorded by a sound-recording machine, to the best
6 of my skill and ability and the foregoing pages are a complete and accurate transcript
7 of the contents of the record, and

8
9 (b) the Certificate of Record for these proceedings was included orally on the record and is
10 transcribed in this transcript.

11
12 Marcey Lepka, Transcriber
13 Order Number: TDS-1023348
14 Dated: January 12, 2023

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TAB 19

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Sep 30, 2022

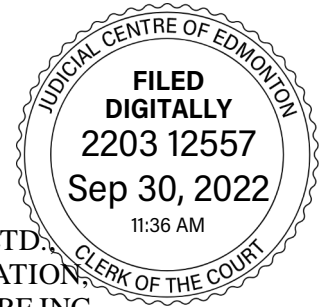
COURT FILE NUMBER 2203 12557

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 (ADVICE AND DIRECTION)**

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: September 29, 2022

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

LOCATION OF HEARING: Edmonton Courts Centre

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. and 52 Wellness Centre Inc. (collectively, the “**Debtors**”); AND UPON reviewing the First Report of the Interim Receiver dated September 9, 2022 and the First Report of the Receiver dated September 29, 2022; AND UPON reviewing the receivership order granted by the Honourable Justice Mah on September 16, 2022 (the “**Receivership Order**”); AND UPON noting paragraph 31 of the Receivership Order permits the Receiver to apply to this Court for advice and directions in the discharge of its powers and duties; 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 THAT:

1. Capitalized terms used but not defined herein have the meanings given to such terms in the Receivership Order.
2. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.
3. Any party on the Service List as of September 29, 2022 may apply on notice to the Receiver and other parties on the Service List to vary this Order within 7 days after the date on which the Order is pronounced.
4. Paragraph 8 of the Receivership Order shall apply to Faissal Mouhamad and Fetoun Ahmad also known as Fetoun Ahmed (or anyone acting on their behalf) in each of their personal capacities in addition to their capacities as agents of the Debtors.
5. No Person (as defined in the Receivership Order) shall knowingly participate in, or facilitate, any breach of the Receivership Order or this Order, including without limitation, any breach of paragraph 8 of the Receivership Order.
6. Faissal Mouhamad is enjoined by paragraphs 8 and 9 of the Receivership Order, and this Order, from taking any of the following actions without the prior written consent of the Receiver:
 - a. soliciting or contacting staff or patients at the Debtors’ dental practices, including those located at 7151 50th Avenue in Red Deer, Alberta and 100, 3505 52nd Street SE, Calgary, Alberta (collectively, the “**Dental Clinics**”); and
 - b. entering the Dental Clinics or in any way dealing with the Property, other than the Controlled Substances (as defined in the Receivership Order).

7. Faissal Mouhamad is hereby directed to comply with paragraphs 4 to 6 of the Receivership Order, including by taking the following steps:
- a. providing the Receiver with a sworn Affidavit that includes a list of all Records or Property that either he, Fetoun Ahmad also known as Fetoun Ahmed or someone acting on their behalf have removed from the Dental Clinics during the period commencing August 1, 2022 to the date of this Order by no later than Monday October 3, 2022;
 - b. advising the Receiver forthwith of any Records or Property (as such terms are defined in the Receivership Order) that are or may be in the possession or control of Faissal Mouhamad and delivering all such Records and Property to the Receiver forthwith, including without limitation any Records or Property taken from any Clinic, provided that Faissal Mouhamad shall continue to remain in possession of any Controlled Substances in accordance with the Receivership Order;
 - c. cooperating with and assisting the Receiver by delivering and granting to the Receiver access to and possession of all Patient Records; and
 - d. preserving and not destroying, altering, deleting or modifying in any manner any Records or Patient Records in the possession or control of Faissal Mouhamad.
8. The Receiver is hereby authorized but not required to take reasonable steps to secure and dispose of any Controlled Substances of the Debtors or otherwise located at the Dental Clinics, and the Receiver shall not by reason of having taken such steps or any other reason be in possession or be deemed to be in possession of any such Controlled Substances.
9. The Receiver is awarded costs of this application against Faissal Mouhamad.



Justice of the Court of King's Bench

TAB 20

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 SALES PROCESS, CONTEMPT, SEALING, 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 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: Friday, November 4, 2022
Time: 2:00 pm
Where: Edmonton Law Courts, via WebEx
Before: The Honourable Justice Neilson

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 Dental**”), 52 Wellness Centre Inc. (“**52 Wellness**”) and Michael Dave Management Ltd. (“**MDML**”) and 985842

Alberta Ltd. (“**985**”) (collectively, the “**Debtors**”) seeks two Orders substantially in the form attached hereto as Schedule “A” and Schedule “B”:

- (a) abridging the time for service of this application (the “**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 proposed sale and listing agreements and the sale processes described therein (collectively, the “**Proposed Listing Agreements**”) described in the Second Report of the Receiver dated October 28, 2022 (“**Second Report**”);
- (c) authorizing the Receiver to apply to this Court to amend, vary, or seek advice and directions with respect to the Proposed Listing Agreements;
- (d) declaring that Faissal Mouhamad and Fetoun Ahmad also known as Fetoun Ahmed are in contempt of court for their failures to comply with the Order of the Honourable Justice Mah granted September 29, 2022 (the “**September 29 Order**”) and the receivership order of Justice Mah dated September 16, 2022 (the “**Receivership Order**”) and granting relief related thereto;
- (e) approving the reported actions, activities, and fees of the MNP Ltd. in its capacity as interim receiver and Receiver, and those of its legal counsel McMillan LLP;
- (f) temporarily sealing the First Confidential Report of the Receiver dated October 28, 2022 (the “**First Confidential Report**”); and
- (g) such further and other relief as counsel may request and this Honourable Court may deem appropriate.

Grounds for Making this Application:

A. Overview

2. 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**”).
3. On September 16, 2022, MNP Ltd. was appointed as Receiver over all of the current and future assets, undertakings, and properties of Faissal Mouhamad Professional Corporation, 52 Dental Corporation,

Delta Dental Corp., Michael Dave Management Ltd. and 52 Wellness Centre Inc. (collectively, and together with 985842 Alberta Ltd., the “**Debtors**”) pursuant to the Receivership Order.

4. On September 29, 2022, MNP Ltd. was appointed as Receiver over all of the current and future assets, undertakings, and properties of 985842 Alberta Ltd. (the “**985 Receivership Order**”).
5. The Debtors’ businesses can be summarized as follows:

| Corporate entity | Directors/ Shareholders | 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 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 ”). |

(collectively, the properties described above are referred to as the “**Properties**”)

B. Proposed Listing Terms and Sales Process Order

6. Pursuant to section 3(l) (m) of the Receivership Order and the 985 Receivership Order, the Receiver is authorized to, among other things, market any or all of the Properties and sell the Properties or any parts thereof with the approval of this Court.
7. The Receiver seeks Court approval to enter into the Proposed Listing Agreements to market the Properties.
8. The Proposed Listing Agreements consist of the HS Agreements, the CBRE Agreement and the NAI Agreements (each term as defined in the Second Report), and are designed to obtain the highest or otherwise best value for the Properties in the circumstances.
9. The proposed brokerages are established and have the requisite experience to market for sale the Properties.
10. The HS Agreements, the CBRE Agreement and the NAI Agreements require the Receiver to return to this Honourable Court to obtain an order approving a sale and the vesting or any of the Properties to a successful bidder.

C. Contempt

11. Faissal Mouhamad (“**F. Mouhamad**”) and Fetoun Ahmad also known as Fetoun Ahmed (“**F. Ahmed**”) (together, the “**Individual Defendants**”) have each failed to comply with terms of the Receivership Order and the September 29 Order.
12. Paragraph 7 of the September 29 Order directed F. Mouhamad to provide the Receiver with a sworn affidavit that included a list of all records or property that either he, F. Ahmed or someone acting on their behalf had removed from the dental offices during the period from August 1, 2022 to September 29, 2022 by no later than October 3, 2022.
13. On October 3, 2022, the Receiver received the affidavit of F. Mouhamad sworn on the same date (the “**Mouhamad Affidavit**”).
14. The Receiver advised F. Mouhamad on October 4, 2022 (“**October 4 Letter**”), that the Mouhamad Affidavit did not comply with the requirements of the September 29 Order for the following reasons and that another affidavit was required:
 - a. It did not address records or property removed by F. Ahmed or other individuals acting on behalf of F. Mouhamad; and
 - b. It did not include a list of all records or property that were removed.
15. No further affidavit was received from F. Mouhamad.
16. The Second Report further identifies conduct by F. Mouhamad and F. Ahmed that breaches the terms of the Receivership Order and September 29 Order, including that:
 - a. F. Mouhamad is believed to be soliciting patients from the dental clinics to another dental practice named South Hills Smiles Dental Care (“**South Hills**”). F. Ahmed incorporated South Hills Smiles Corporation on September 23, 2022 and is its sole director and shareholder
 - b. The Receiver also received reports that patients of Delta Dental had been directly contacted by both F. Ahmed and staff members from South Hills with requests to rebook their cleanings at South Hills.
 - c. F. Mouhamad may be in possession of mail that he redirected from Delta Dental to himself and which he has not returned to the Receiver.
 - d. A Facebook Page was created in the name of Delta Dental Clinic indicating that Delta Dental had moved to a new location and referring patients to South Hills.
17. The Receiver is seeking an Order declaring that F. Mouhamad and F. Ahmed are in contempt for failing to comply with the Receivership Order and the September 29 Order based on the concerns noted in the Second Report, and, in particular, the failure to file an Affidavit that complies with the requirements of the September 29 Order, and the establishment of the FB Page.

D. Approval of Actions, Activities and Conduct

18. The activities of the Receiver and its independent legal counsel are described in the Second Report.
19. The Receiver submits that its actions, activities and conduct and those of its independent legal counsel were appropriate and should be approved by this Honourable Court.

E. Approval of Professional Fees

20. The Receiver respectfully seeks approval from this Honourable Court of the respective professional fees and disbursements of the Receiver and its legal counsel, and those previously incurred by the Interim Receiver and its legal counsel as follows:
 - a. The Interim Receiver incurred fees and disbursements of \$70,600 plus GST for a total of \$74,100 for the period ended September 13, 2022.
 - b. McMillan LLP incurred fees and disbursements of \$12,100 plus GST for a total of \$12,700 for the period ended August 31, 2022.
 - c. The Receiver incurred fees and disbursements of \$148,100 plus GST for a total of \$156,600 for the period ended October 10, 2022.
 - d. McMillan LLP incurred fees and disbursements of \$39,500 plus GST for a total of \$41,500 for the period ended September 30, 2022.
21. The Receiver respectfully submits that its professional fees and disbursements, the professional fees and disbursements of the Interim Receiver, the fees and disbursements of the Interim Receiver's legal counsel and the fees and disbursements of the Receiver's legal counsel are fair and reasonable in the circumstances.

F. Temporary Sealing

22. The First Confidential Report contains commercially sensitive information including a summary of listing proposals.
23. The relief for temporary sealing is necessary and appropriate with respect to the First Confidential Report as:
 - (a) the sealing of the First Confidential Report is necessary in order to prevent a serious risk in light of the commercially sensitive information contained in the First Confidential Report;
 - (b) specifically, if the requested Sealing Order is not granted, creditor recoveries may be reduced in the anticipated marketing process;
 - (c) reasonable alternative measures will not prevent the risk; and
 - (d) the benefits of the sealing order to the process and all stakeholders outweigh the deleterious effects on the rights and interests of the public in accessing this information at this time.
24. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

Material of evidence to be relied on:

25. First Report of the Interim Receiver dated September 9, 2022.
26. Receivership Order pronounced on September 16, 2022 by the Honourable Justice Mah.
27. Order (Advice and Direction) pronounced on September 29, 2022, by the Honourable Justice Mah.
28. Receivership Order pronounced on September 29, 2022, by the Honourable Justice Mah.
29. First Report of the Receiver dated September 29, 2022.
30. Second Report of the Receiver dated October 28, 2022.
31. First Confidential Report of the Receiver dated October 28, 2022.
32. Affidavit or other evidence to be used in support of this application.
33. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

Applicable Rules:

34. Rules 6.9, 6.47, 10.52, 10.53, 11.27 and 13.5 of the Alberta Rules of Court; and
35. Such further material as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

36. *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3, as amended;
37. This Court's equitable and inherent jurisdiction; and
38. Such further authority as counsel may advise and this Honourable Court may permit.

How the application is proposed to be heard or considered:

39. Commercial Chambers before Justice Neilson 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 (Approval of Sales Process, Contempt, Sealing, Approval of Fees and Activities)

(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 LISTING AGREEMENTS, APPROVAL OF FEES AND ACTIVITIES, SEALING)**

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: November 4, 2022
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice J.T. Neilson
LOCATION OF HEARING: Edmonton Courts Centre

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. (collectively, the “**Debtors**”); AND UPON reviewing the First Report of the Interim Receiver dated September 9, 2022, the First Report of the Receiver dated September 29, 2022, and the Second Report of the Receiver dated October 28, 2022 (the “**Second Report**”) and the First Confidential Report of the Receiver dated October 28, 2022 (“**First Confidential Report**”); AND UPON reviewing the receivership order granted by the Honourable Justice Mah on September 16, 2022 (the “**Receivership Order**”) and the September 29, 2022

Order of the Honourable Justice Mah appointing the Receiver in respect of 985842 Alberta Ltd.; AND UPON noting that the Receiver seeks approval of the HS Agreements, the NAI Agreements and the CBRE Agreement (each as defined in the Second Report) (together, the “**Listing Agreements**”); 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 THAT:

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPROVAL OF LISTING AGREEMENTS AND SALES PROCESSES

2. The Listing Agreements and the listing, sales, marketing, and tendering processes described therein are hereby approved.
3. The Receiver is authorized to implement the Listing Agreements, including the engagement of the listing agents on the terms described therein. The Receiver is authorized to take all steps reasonably necessary to conduct and give full effect to the Listing Agreements and carry out the Receiver’s obligations thereunder, and to proceed, carry out, and implement any corresponding sales, marketing, or tendering processes, including any and all actions related thereto, substantially in accordance with the Listing Agreements.
4. Nothing herein shall act as authorization or approval of the transfer or vesting of any or all of the Debtors’ property, assets, or undertakings under the Listing Agreements or otherwise. Such transfer and vesting shall be dealt with and shall be subject to further Order of this Honourable Court.
5. The Receiver is hereby authorized to apply to this Court to amend, vary, or seek any advice, directions, or the approval or vesting of any transactions, in connection with the Listing Agreements.

APPROVAL OF PROFESSIONAL FEES AND RECEIVER'S ACTIVITIES

6. The Receiver's actions, activities, and conduct and those of its legal counsel as set out in the Second Report are hereby ratified and approved.
7. The Interim Receiver's fees and disbursements for the period ended September 13, 2022 in the amount of \$74,100 (inclusive of applicable sales taxes) are hereby ratified and approved.
8. The fees and disbursements of McMillan LLP, as counsel to the Interim Receiver, for the period ending August 31, 2022, in the amount of \$12,700 (inclusive of applicable sales taxes) are hereby ratified and approved.
9. The Receiver's fees and disbursements for the period ended October 10, 2022 in the amount of \$156,600 (inclusive of applicable sales taxes) are hereby ratified and approved.
10. The fees and disbursements of McMillan LLP, as counsel to the Receiver, for the period ending September 30, 2022, in the amount of \$41,500 (inclusive of applicable sales taxes) are hereby ratified and approved.

TEMPORARY SEALING

11. Division 4 of Part 6 of the Alberta Rules of Court does not apply to this application.
12. The First Confidential Report shall, until the filing of the Receiver's Closing Certificate confirming the closing of a sale of all of the properties described in the First Confidential Report, or as otherwise ordered by the Court, be sealed and kept confidential, to be shown only to a Justice of the Court of King's Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Second Confidential Report in a sealed envelope, which shall be clearly marked "SEALED PURSUANT TO THE ORDER OF THE HONOURABLE JUSTICE NEILSON DATED OCTOBER 28, 2022."

Justice of the Court of King's Bench of Alberta

Schedule “B”

Form of Order for Contempt

(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 (CONTEMPT)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **McMillan LLP**
#1700, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attention: Adam Maerov/Kourtney Rylands/Preet Saini
Telephone: (403) 531.4700
Fax: (403) 531.4720
Email: adam.maerov@mcmillan.ca/kourtney.rylands@mcmillan.ca/ preet.saini@mcmillan.ca
File No. 293571

DATE ON WHICH ORDER WAS PRONOUNCED: November 4, 2022
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice J.T. Neilson
LOCATION OF HEARING: Edmonton Law Courts

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, and the Second Report of the Receiver dated October 28, 2022 (the “**Second Report**”); AND UPON reviewing the receivership order granted by the Honourable Justice Mah on September 16, 2022 (the “**Receivership Order**”) and the Order of the Honourable Justice Mah

appointing the Receiver in respect of 985842 Alberta Ltd.; AND UPON reviewing the Order of the Honourable Justice Mah granted September 29, 2022 (the “**September 29 Order**”); AND UPON the Second Report providing information related to the individual defendants’ failures to comply with the September 29 Order; AND UPON noting that the Second Report describes that the individual defendants have engaged in solicitation activities by directing patients to the South Hills Smiles Dental Care located at 130, 2085 50th Avenue, Red Deer, Alberta (“**South Hills Smiles Dental Care**”); 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 THAT:

1. Fetoun Ahmad also known as Fetoun Ahmed (“**F. Ahmed**”) and Faissal Mouhamad (“**F. Mouhamad**”) (together, the “**Individual Defendants**”) are declared to be in contempt of court for failure to comply with the September 29 Order and the Receivership Order.
2. The Individual Defendants shall forthwith comply with this Order, the September 29 Order and the Receivership Order, failing which the Individual Defendants will remain in contempt of court and may be subject to further sanction of this court.
3. F. Mouhamad is directed to:
 - (a) comply with the Receiver regarding the affidavit required by paragraph 7 of the September 29 Order;
 - (b) remove the FB Page (as defined in the Second Report) or else provide an affidavit forthwith containing F. Mouhamad’s evidence regarding any knowledge of the FB Page.
4. The Individual Defendants are each directed to:
 - (a) comply with paragraph 6 of the September 29 Order and paragraphs 8 and 9 of the Receivership Order, including by ceasing forthwith any solicitation activities in relation to the Dental Clinics (as defined in the September 29 Order);
 - (b) cease from soliciting or contacting patients of the Dental Clinics (as defined in the September 29 Order) regarding South Hills Smiles Dental Care or any other alternative dental clinic;
 - (c) return all correspondence or other documents in their possession or control obtained by reason of the Mail Redirection (as defined in the Second Report).
5. Notwithstanding this Order, all relief granted in the Receivership Order and September 29 Order shall remain in full force and effect.
6. The Individual Defendants shall pay costs of this application to the Receiver in the amount of \$5,000, jointly and severally.

Justice of the Court of King's Bench of Alberta

TAB 21

COURT FILE NUMBER 2203 12557

COURT OF QUEEN'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
WELLNESS CENTRE INC., PARADISE MCIVOR
DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD.,
FAISSAL MOUHAMAD and FETOUN AHMAD also known as
FETOUN AHMED



DOCUMENT AFFIDAVIT OF SERVICE OF CLARICE SCHECK

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer's Name: Susy Trace
Lawyer's Email: strace@millerthomson.com
File No.: 0255685.0004

**AFFIDAVIT OF CLARICE SCHECK
Sworn on October 6th, 2022**

I, Clarice Scheck, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am employed as a legal assistant at the law firm of Miller Thomson LLP, Solicitors for the Plaintiff herein, and as such I have personal knowledge of the facts and matters herein deposed, except where stated to be based upon information and belief, and where so stated, I verily believe the same to be true.
2. On the 19th day of September, 2022, I caused to be served upon all parties indicated on the service list, which is attached hereto and marked as **Exhibit "A"** to this my Affidavit, a filed copy of the Receivership Order granted by the Honourable Mr. Justice D. Mah on September 16, 2022, by way of email, fax or courier as set out in the service list.
3. Attached to this my Affidavit and marked as **Exhibit "B"** is a copy of the cover letter serving the Receivership Order on all parties indicated on the service list.

4. Attached to this my Affidavit and marked collectively as **Exhibit "C"** is a copy of the emails to the parties listed on the service list, except the parties set out in the paragraphs below.
5. Attached to this my Affidavit and marked as **Exhibit "D"** is a copy of the fax confirmation to Canada Revenue Agency.
6. Attached to this my Affidavit and marked collectively as **Exhibit "E"** is a copy of the courier receipts to the following parties:
 - CWB National Leasing Inc.
 - JOVICA PROPERTY MANAGEMENT LTD.
 - 1105550 ALBERTA INC.
 - 1245233 ALBERTA INC.
 - SOLAR STAR HOLDINGS INC.
 - ATB FINANCIAL
 - BANK OF MONTREAL/BANQUE DE MONTREAL
7. I verily believe that the Receivership Order has come to the attention of all parties on the Service List.

SWORN BEFORE ME at Edmonton, Alberta,)
 this 6th day of October, 2022.)
)
)
)
)
)
)
)
)
)
)
)



 Commissioner for Oaths in and for the
 Province of Alberta



 CLARICE SCHECK

Samantha Rae Hallett
 A commissioner for oaths in and
 for the Province of Alberta
 My commission expires Aug. 8, 2025

Service List

ROYAL BANK OF CANADA

v.

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

QB Action No. 2203 12557

| Party | Counsel | Address | Delivery |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Royal Bank of Canada | Miller Thomson LLP | 2700, 10155 102 Street Edmonton, AB T5J 4G8 Attention: Susy Trace | Email: strace@millerthomson.com and msiry@millerthomson.com |
| FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD., and FAISSAL MOUHAMAD | Warren Sinclair LLP | #600, 4911 - 51 Street, Red Deer, AB, T4N 6V4 Attention: Matthew R. Park | Via Email: MPark@warrensinclair.com This is Exhibit " A " referred to in the Affidavit of <u>Clarice Schack</u> Sworn before me this <u>6th</u> day of <u>October</u> A.D., 20 <u>22</u> <u>Samantha Rae Hallett</u> A Commissioner for Oaths in and for the Province of Alberta |
| MNP LLP | McMillan LLP | TD Canada Trust Tower, Suite 1700 421 7th Avenue S.W. Calgary, Alberta Canada T2P 4K9 Attention Vanessa Allen, Adam C. Maerov and Kourtney Rylands | Via email: adam.maerov@mcmillan.ca, kourtney.rylands@mcmillan.ca, and Vanessa.Allen@mnp.ca <u>Samantha Rae Hallett</u> A commissioner for oaths in and for the Province of Alberta My commission expires Aug. 8, 20 <u>25</u> |

| Party | Counsel | Address | Delivery |
|-------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FETOUN AHMAD also known as FETOUN AHMED | Cody & Company Law Office | 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9 Attention: Terry Cody | Via Email: terry@codylaw.ca sukh@codylaw.ca Christina@codylaw.ca |
| DELTA DENTAL CORP | Cody & Company Law Office | 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9 Attention: Terry Cody | Via Email: terry@codylaw.ca sukh@codylaw.ca Christina@codylaw.ca |
| 52 DENTAL CORPORATION | Cody & Company Law Office | 1700 Varsity Estates Drive NW Calgary, AB T3B 2W9 Attention: Terry Cody | Via Email: terry@codylaw.ca sukh@codylaw.ca Christina@codylaw.ca |
| College of Dental Surgeons of Alberta (formerly the Alberta Dental Association and College) | | College of Dental Surgeons of Alberta Suite 402, 7609 – 109 Street NW Edmonton, Alberta T6G 1C3 Attention: Colleen Wetter | Via email: reception@cdsab.ca Via email (Attention: Colleen Wetter): complaintsdirector@adaandc.com |
| Canada Revenue Agency | | Surrey National Verification and Collection Centre 9755 King George Blvd Surrey, BC V3T 5E1 | Fax: 866-219-0311 |
| The Bank of Nova Scotia | | 4715 Tahoe Blvd. Mississauga, ON L4W 0B4 | Via Email: bsc@scotiabank.com |

| Party | Counsel | Address | Delivery |
|---------------------------------|---------|--------------------------------------------------|-------------------------------------------|
| THE BANK OF NOVA SCOTIA | | 10 WRIGHT BOULEVARD STRATFORD, ON N5A7X9 | Via email: collateral.guard@teranet.ca |
| CWB National Leasing Inc. | | 1525 Buffalo Place Winnipeg, MB R3T 1L9 | Via Courier |
| JOVICA PROPERTY MANAGEMENT LTD. | | C/O 500, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |
| 1105550 ALBERTA INC. | | C/O 500, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |
| 1245233 ALBERTA INC. | | C/O 500, 707 - 7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |
| SOLAR STAR HOLDINGS INC. | | C/O 500, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6 | Via Courier |

| Party | Counsel | Address | Delivery |
|-------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------|
| ATB FINANCIAL | | 3699 - 63 AVENUE N.E. CALGARY, AB T3J 0G7 | Via Courier |
| BANK OF MONTREAL/BANQUE DE MONTREAL | | 12 th Floor, 250 YONGE ST TORONTO ON M5B 2L7 | Via Courier |
| 1193770 ALBERTA LTD. | | C/O 500, 707 - 7TH AVENUE S.W., CALGARY, AB T2P 3H6 | Via Email: dhendrix@hendrixlaw.ca |
| PATTERSON DENTAL CANADA, INC. | | 1205 BLVD HENRI- BOURASSA WEST MONTREAL, QC H3M 3E6 | Via email: absecparties@avssystems.ca |
| NISSAN CANADA INC. | | 5290 ORBITOR DRIVE MISSISSAUGA, ON L4W 4Z5 | Via email: absecparties@avssystems.ca |
| Mahmoud Husen Mohamad | Wilson Laycraft | Suite 650, 211 - 11th Ave SW Calgary, AB T2R 0C6 Attention: Brad Findlater | Via Email: bfindlater@wilcraft.com |

| Party | Counsel | Address | Delivery |
|-----------------|---------|----------------------------------------|-----------------------------------------------|
| Mohamad Mohamad | | | Via Email: mmohamad@mcivordevelopments.com |
| Dr. Ghalib Hadi | AltaLaw | 5233-49 Ave Red Deer, AB T4N 6G5 | Via Email : nrichards@altalaw.ca |

Via email: strace@millerthomson.com; msiry@millerthomson.com; MPark@warrensinclair.com; adam.maerov@mcmillan.ca; kourtney.rylands@mcmillan.ca; Vanessa.Allen@mnp.ca; reception@cdsab.ca; complaintsdirector@adaandc.com; bsc@scotiabank.com; collateral.guard@teranet.ca; dhendrix@hendrixlaw.ca; absecparties@avssystems.ca; bfindlater@wilcraft.com; mmohamad@mcivordevelopments.com; terry@codylaw.ca; sukh@codylaw.ca; Christina@codylaw.ca; sukh@codylaw.ca; 18662190311@efaxds.com;



MILLER THOMSON
 AVOCATS | LAWYERS

MILLER THOMSON LLP
 COMMERCE PLACE
 10155 - 102 STREET, SUITE 2700
 EDMONTON, AB T5J 4G8
 CANADA

T 780.429.1751
 F 780.424.5866

MILLERTHOMSON.COM

September 19, 2022

Private and Confidential
DELIVERED AS PER THE SERVICE LIST

Susy Trace
 Direct Line: 1 780.429.9713
 strace@millerthomson.com

File no.: 0255685.0004

Attention: The Attached Service List

Dear Sir/ Madam:

Re: Royal Bank of Canada ("RBC") v. Faissal Mouhamad Professional Corporation, Mclvor Developments Ltd., 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp., 52 Wellness Centre Inc., Paradise Mclvor Developments Ltd., Michael Dave Management Ltd., Faissal Mouhamad and Fetoun Ahmad AKA Fetoun Ahmed (the "Defendants")

Action No. 2203 12557 (the "Action")

As you may be aware, we are counsel for RBC with respect to the above noted action.

We enclose herewith for service upon each of the parties noted on the attached service list, a copy of the filed Receivership Order granted by Mr. Justice Mah on September 16, 2022.

Please don't hesitate to contact the writer with any questions or concerns.

Yours truly,

MILLER THOMSON LLP

Per:

For:

Susy Trace
 ST/cs
 Enclosures

This is Exhibit "B" referred to in the
 Affidavit of

Clarice Scheck

Sworn before me this *6th* day

of *October* A.D., 20 *22*

Samantha Rae Hallett
 A Commissioner for Oaths in and for
 the Province of Alberta

Samantha Rae Hallett
 A commissioner for oaths in and
 for the Province of Alberta
 My commission expires Aug. 8, 20*25*

Scheck, Clarice

From: Scheck, Clarice
Sent: Monday, September 19, 2022 10:55 AM
To: 'MPark@warrensinclair.com'; 'adam.maerov@mcmillan.ca';
'kourtney.rylands@mcmillan.ca'; 'Vanessa.Allen@mnt.ca'; 'reception@cdsab.ca';
'complaintsdirector@adaandc.com'; 'bsc@scotiabank.com';
'collateral.guard@teranet.ca'; 'dhendrix@hendrixlaw.ca'; 'absecparties@avssystems.ca';
'bfindlater@wilcraft.com'; 'mmohamad@mcivordevelopments.com'; 'terry@codylaw.ca';
'sukh@codylaw.ca'; 'Christina@codylaw.ca'; 'sukh@codylaw.ca'; '18662190311
@efaxds.com'
Cc: Trace, Susy; Siry, Mark; Hallett, Samantha
Subject: RBC v. Faissal Mouhamad Professional Corporation et al [MTDMS-Legal.FID11500664]
Attachments: 64969597_1_Letter to Service List serving Receivership Order - 19-SEP-2022 .PDF;
64944117_1_Receivership Order - Filed September 16, 2022 .PDF

Tracking:

Recipient

Delivery

'MPark@warrensinclair.com'
'adam.maerov@mcmillan.ca'
'kourtney.rylands@mcmillan.ca'
'Vanessa.Allen@mnt.ca'
'reception@cdsab.ca'
'complaintsdirector@adaandc.com'
'bsc@scotiabank.com'
'collateral.guard@teranet.ca'
'dhendrix@hendrixlaw.ca'
'absecparties@avssystems.ca'
'bfindlater@wilcraft.com'
'mmohamad@mcivordevelopments.com'
'terry@codylaw.ca'
'sukh@codylaw.ca'
'Christina@codylaw.ca'
'sukh@codylaw.ca'
'18662190311@efaxds.com'

Trace, Susy

Delivered: 9/19/2022 10:56 AM

Siry, Mark

Delivered: 9/19/2022 10:56 AM

Hallett, Samantha

Delivered: 9/19/2022 10:56 AM

'0255685_0004 _ Royal Bank of Canada _re_ Faissal
Mouhamad Professional Corporation E-Mail_Courriel'

This is Exhibit " C " referred to in the
Affidavit of
Clarice Scheck
Sworn before me this 6th day
of October A.D., 2022
Samantha Rae Hallett
A Commissioner for Oaths in and for
the Province of Alberta

Samantha Rae Hallett
A commissioner for oaths in and
for the Province of Alberta
My commission expires Aug. 8, 2025

Good morning, please see attached correspondence from Susy Trace with respect to the above noted matter, together with a copy of the Receivership Order referred to therein. Thank you.

Scheck, Clarice

From: Scheck, Clarice
Sent: Monday, September 19, 2022 11:17 AM
To: rbadiola@hendrixlaw.ca
Cc: Trace, Susy
Subject: FW: RBC v. Faissal Mouhamad Professional Corporation et al [MTDMS-Legal.FID11500664]
Attachments: 64969597_1_Letter to Service List serving Receivership Order - 19-SEP-2022 .PDF; 64944117_1_Receivership Order - Filed September 16, 2022 .PDF

Good morning, please see attached correspondence from Susy Trace with respect to the above noted matter, together with a copy of the Receivership Order referred to therein. Thank you.

CLARICE SCHECK Legal Assistant

Miller Thomson LLP
Services provided through Miltom Management LP
2700 Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4G8
Direct Line: +1 780.429.9441
Fax: +1 780.424.5866
Email: cscheck@millerthomson.com
millerthomson.com



Please consider the environment before printing this email.

From: Scheck, Clarice
Sent: Monday, September 19, 2022 10:55 AM
To: 'MPark@warrensinclair.com' <MPark@warrensinclair.com>; 'adam.maerov@mcmillan.ca' <adam.maerov@mcmillan.ca>; 'kourtney.rylands@mcmillan.ca' <kourtney.rylands@mcmillan.ca>; 'Vanessa.Allen@mnp.ca' <Vanessa.Allen@mnp.ca>; 'reception@cdsab.ca' <reception@cdsab.ca>; 'complaintsdirector@adaandc.com' <complaintsdirector@adaandc.com>; 'bsc@scotiabank.com' <bsc@scotiabank.com>; 'collateral.guard@teranet.ca' <collateral.guard@teranet.ca>; 'dhendrix@hendrixlaw.ca' <dhendrix@hendrixlaw.ca>; 'absecparties@avssystems.ca' <absecparties@avssystems.ca>; 'bfindlater@wilcraft.com' <bfindlater@wilcraft.com>; 'mmohamad@mcivordevelopments.com' <mmohamad@mcivordevelopments.com>; 'terry@codylaw.ca' <terry@codylaw.ca>; 'sukh@codylaw.ca' <sukh@codylaw.ca>; 'Christina@codylaw.ca' <Christina@codylaw.ca>; 'sukh@codylaw.ca' <sukh@codylaw.ca>; '18662190311@efaxds.com' <18662190311@efaxds.com>
Cc: Trace, Susy <strace@millerthomson.com>; Siry, Mark <msiry@millerthomson.com>; Hallett, Samantha <shallett@millerthomson.com>
Subject: RBC v. Faissal Mouhamad Professional Corporation et al [MTDMS-Legal.FID11500664]

Good morning, please see attached correspondence from Susy Trace with respect to the above noted matter, together with a copy of the Receivership Order referred to therein. Thank you.

Scheck, Clarice

From: send@mail.efax.com
Sent: Monday, September 19, 2022 11:12 AM
To: Scheck, Clarice
Subject: [**EXT**] Re: RBC v. Faissal Mouhamad Professional Corporation et al [MTDMS-Legal.FID11500664]. Successful transmission to 18662190311. / Objet : RBC v. Faissal Mouhamad Professional Corporation et al [MTDMS-Legal.FID11500664]. Transmission réussie...

FilingDate: 9/19/2022 11:29:00 AM

This is Exhibit " D " referred to in the Affidavit of
Clarice Scheck
Sworn before me this 6th day
of October A.D., 2022
[Signature]
A Commissioner for Oaths in and for the Province of Alberta



Samantha Rae Hallett
A commissioner for oaths in and for the Province of Alberta
My commission expires Aug. 8, 2025

The 21 page fax sent to 18662190311 was successfully transmitted at 2022-09-19 17:12:12 UTC
The length of transmission was 940 seconds.
Fax id: Fax Server
=====
La télécopie de 21 pages envoyée au 18662190311 a été transmise avec succès le 2022-09-19 17:12:12 UTC
La durée de la transmission était de 940 secondes.
Numéro d'identification de la télécopie : Fax Server

[EXTERNAL EMAIL / COURRIEL EXTERNE]
Please report any suspicious attachments, links, or requests for sensitive information.
Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.



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Get started

This is Exhibit " E " referred to in the Affidavit of

Clarice Schreck
Sworn before me this 6th day of October A.D., 2022
A Commissioner for Oaths in and for the Province of Alberta

Samantha Rae Hallett
A commissioner for oaths in and for the Province of Alberta
My commission expires Aug. 8, 2025

Shipment: 333733097781



Delivery Date

Tue. Sept. 20, 2022 11:30 a.m.

Last updated
Tue. Sept. 20, 2022

| | | | |
|-------------|---------------------------------|---------------|-------------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Envelope |
| Destination | 1525 BUFFALO PL WINNIPEG, MB | Est. Weight | 1 lb |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 19, 2022 |

Receiver's Signature



Received By: Bank's

History

| Date | City | Description |
|----------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|
| Tue. Sept. 20, 2022 - 11:30 a.m. | WINNIPEG, MB | Shipment delivered to Bank's at: RECEPTION of CWB NATIONAL LEASING,RECEPTION 1525 BUFFALO PL, R3T1L9 |
| Tue. Sept. 20, 2022 - 7:37 a.m. | WINNIPEG, MB | On vehicle for delivery |
| Tue. Sept. 20, 2022 - 4:37 a.m. | WINNIPEG, MB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 6:04 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 3:47 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |





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Shipment: 333733137678



Delivery Date

Tue. Sept. 20, 2022 11:07 a.m.

Last updated
Tue. Sept. 20, 2022

| | | | | |
|-------------|---------------------------------|---------------|-------------------------------|-------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Envelope | Signature not available |
| Destination | 707 7 AVE SW CALGARY, AB | Est. Weight | 1 lb | |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 19, 2022 | |

History

| Date | City | Description |
|----------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|
| Tue. Sept. 20, 2022 - 11:07 a.m. | CALGARY, AB | Shipment delivered to XXXXX of JOVICA PROPERTY LTD 707 7 AVE SW STE 500 |
| Tue. Sept. 20, 2022 - 11:07 a.m. | CALGARY, AB | Shipment delivered to Hanna at: RECEPTION of SOLAR STAR HOLDINGS INC. 707 7 AVE SW, SUITE: 5, T2P3H6 |
| Tue. Sept. 20, 2022 - 8:03 a.m. | CALGARY, AB | On vehicle for delivery |
| Tue. Sept. 20, 2022 - 2:24 a.m. | CALGARY, AB | Arrived at sort facility |
| Tue. Sept. 20, 2022 - 1:08 a.m. | CALGARY, AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 6:04 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 3:47 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |





Avoid missed deliveries.
Track your package with SMS notifications.

Get started

Shipment: 333733130277



Delivery Date

Tue. Sept. 20, 2022 11:07 a.m.

Last updated
Tue. Sept. 20, 2022

| | | | | |
|-------------|---------------------------------|---------------|-------------------------------|-------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Envelope | Signature not available |
| Destination | 707 7 AVE SW CALGARY, AB | Est. Weight | 1 lb | |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 19, 2022 | |

History

| Date | City | Description |
|----------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------|
| Tue. Sept. 20, 2022 - 11:07 a.m. | CALGARY, AB | Shipment delivered to XXXXX of 1105550 ALBERTA INC 707 7 AVE SW STE 500 |
| Tue. Sept. 20, 2022 - 11:07 a.m. | CALGARY, AB | Shipment delivered to Hanna at: RECEPTION of SOLAR STAR HOLDINGS INC. 707 7 AVE SW, SUITE: 5, T2P3H6 |
| Tue. Sept. 20, 2022 - 8:03 a.m. | CALGARY, AB | On vehicle for delivery |
| Tue. Sept. 20, 2022 - 7:56 a.m. | CALGARY, AB | Arrived at sort facility |
| Tue. Sept. 20, 2022 - 1:15 a.m. | CALGARY, AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 6:04 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 3:47 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |





Avoid missed deliveries.
Track your package with SMS notifications.

Get started

Shipment: 333733121714



Delivery Date

Tue. Sept. 20, 2022 11:07 a.m.

Last updated
Tue. Sept. 20, 2022

| | | | | |
|-------------|---------------------------------|---------------|-------------------------------|-------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Envelope | Signature not available |
| Destination | 707 7 AVE SW CALGARY, AB | Est. Weight | 1 lb | |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 19, 2022 | |

History

| Date | City | Description |
|----------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------|
| Tue. Sept. 20, 2022 - 11:07 a.m. | CALGARY, AB | Shipment delivered to XXXXX of 1245233 ALBERTA INC 707 7 AVE SW STE 500 |
| Tue. Sept. 20, 2022 - 11:07 a.m. | CALGARY, AB | Shipment delivered to Hanna at: RECEPTION of SOLAR STAR HOLDINGS INC. 707 7 AVE SW, SUITE: 5, T2P3H6 |
| Tue. Sept. 20, 2022 - 8:03 a.m. | CALGARY, AB | On vehicle for delivery |
| Tue. Sept. 20, 2022 - 7:56 a.m. | CALGARY, AB | Arrived at sort facility |
| Tue. Sept. 20, 2022 - 1:08 a.m. | CALGARY, AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 6:04 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 3:47 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |





Avoid missed deliveries.
Track your package with SMS notifications.

Get started


Shipment: 333733111681



Delivery Date

Tue. Sept. 20, 2022 11:07 a.m.

Last updated
Tue. Sept. 20, 2022

| | | | | |
|-------------|---------------------------------|---------------|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Envelope | Receiver's Signature  Received By: Hanna |
| Destination | 707 7 AVE SW CALGARY, AB | Est. Weight | 1 lb | |
| References | 255685.4.3903 ST.Shallett | Shipment Date | Mon. Sept. 19, 2022 | |

History

| Date | City | Description |
|----------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|
| Tue. Sept. 20, 2022 - 11:07 a.m. | CALGARY, AB | Shipment delivered to Hanna at: RECEPTION of SOLAR STAR HOLDINGS INC. 707 7 AVE SW, SUITE: 5, T2P3H6 |
| Tue. Sept. 20, 2022 - 8:03 a.m. | CALGARY, AB | On vehicle for delivery |
| Tue. Sept. 20, 2022 - 1:12 a.m. | CALGARY, AB | Arrived at sort facility |
| Tue. Sept. 20, 2022 - 1:02 a.m. | CALGARY, AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 6:04 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 3:47 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |





Avoid missed deliveries.
Track your package with SMS notifications.

Get started

Shipment: 333733087055



Delivery Date

Tue. Sept. 20, 2022 8:45 a.m.

Last updated
Tue. Sept. 20, 2022

| | | | | |
|-------------|---------------------------------|---------------|-------------------------------|--------------------------------------------------------------------------------------------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Envelope | Receiver's Signature  |
| Destination | 3699 63 AVE NE CALGARY, AB | Est. Weight | 1 lb | |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 19, 2022 | |
| | | | | Received By: Pam Tremblay |

History

| Date | City | Description |
|---------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------|
| Tue. Sept. 20, 2022 - 8:45 a.m. | CALGARY, AB | Shipment delivered to Pam Tremblay at: MAILROOM of ATB FINANCIAL,ATB FINANCIAL 3699 63 AVE NE, T3J0G7 |
| Tue. Sept. 20, 2022 - 8:16 a.m. | CALGARY, AB | On vehicle for delivery |
| Tue. Sept. 20, 2022 - 5:06 a.m. | CALGARY, AB | Arrived at sort facility |
| Tue. Sept. 20, 2022 - 1:07 a.m. | CALGARY, AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 6:04 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 3:47 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |





Avoid missed deliveries.
Track your package with SMS notifications.

Get started

Shipment: 333733079045



Delivery Date

Tue. Sept. 20, 2022 9:23 a.m.

Last updated
Tue. Sept. 20, 2022

| | | | | |
|-------------|---------------------------------|---------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Origin | 10155 102 ST NW EDMONTON, AB | Service | Purolator Express Envelope | Receiver's Signature  Received By: angela |
| Destination | 250 YONGE ST TORONTO, ON | Est. Weight | 1 lb | |
| References | 255685.4.3903 ST.SHallett | Shipment Date | Mon. Sept. 19, 2022 | |

History

| Date | City | Description |
|---------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------|
| Tue. Sept. 20, 2022 - 9:23 a.m. | TORONTO CENTRAL, ON | Shipment delivered to angela at: RECEPTION of BANK OF MONTREAL,JACK HESLOP NA 250 YONGE ST FL 12,, M5B2L7 |
| Tue. Sept. 20, 2022 - 8:37 a.m. | TORONTO CENTRAL, ON | On vehicle for delivery |
| Tue. Sept. 20, 2022 - 6:44 a.m. | TORONTO (WEST/OUEST), ON | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 6:04 p.m. | EDMONTON (NORTH/NORD), AB | Arrived at sort facility |
| Mon. Sept. 19, 2022 - 3:47 p.m. | EDMONTON (NORTH/NORD), AB | Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB |

