

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 FIVE OF RELEVANT PROCEEDINGS RELIED ON BY ROYAL BANK OF CANADA FOR HEARING ON OCTOBER 23, 2023**

### 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

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

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

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

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

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

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

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 " <b>First Receivership Order</b> ")
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

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

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

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**

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**

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**

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 2

**THIS IS EXHIBIT “ PP ”** referred to in  
the Affidavit of JOCELYN BERIAULT  
SWORN BEFORE ME this 19<sup>th</sup> day of  
AUGUST, 2022.



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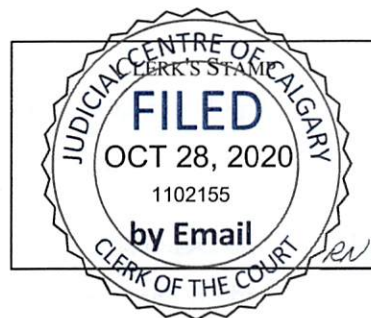
**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

**Arsham Gill**  
*Barrister & Solicitor*  
Notary Public and Commissioner for Oaths  
in and for the Province of Alberta



AMENDED this 28 day of  
October, 2020 Pursuant to  
Rule 3.62  
dated the 28 day of October, 2020

FORM 10  
[RULE 3.25]



COURT FILE NUMBER 2001-11614  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF **INVESTPLUS GP LTD.**  
DEFENDANTS **SARAH MOE PROFESSIONAL CORPORATION, ▲ 985842 ALBERTA LTD., SARAH MOE, MICHAEL DAVE, ▲, JOHN DOE, JAMES DOE, JACOB DOE, JANE DOE, JANICE DOE and JOAN DOE**

DOCUMENT **AMENDED STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**BENNETT JONES LLP**  
Barristers and Solicitors  
4500, 855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7  
Attention: Blair C. Yorke-Slader, Q.C.  
Telephone No.: 403-298-3291  
Fax No.: 403-265-7219  
Client File No.: 90557-3

### NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

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

### Statement of facts relied on:

1. The Plaintiff is a body corporate with a registered office in Calgary, Alberta.
2. The Defendant Sarah Moe Professional Corporation (hereinafter referred to as "**Moe PC**") is a body corporate with a registered office in Red Deer, Alberta.

3. The Defendant **▲ 985842 Alberta Ltd.** (hereinafter referred to as "**▲985842**") is a body corporate with a registered office in Red Deer, Alberta.
4. The Defendant Sarah Moe is an individual resident in Red Deer, Alberta, and is a director and officer of Sarah Moe PC.
5. The Defendant Michael Dave is an individual resident in Red Deer, Alberta, and is a brother of Sarah Moe.
6. **▲**
7. John Doe, James Doe, Jacob Doe, Jane Doe, Janice Doe and Joan Doe (hereinafter referred to collectively as the "**Does**") are individuals resident in Red Deer, Alberta.
8. Pursuant to a Lease Agreement dated December 31, 2018 between 985842 Alberta Ltd. and Moe PC and an Assignment and Assumption of Leases between the Plaintiff, and the said 985842 Alberta Ltd. dated January 30, 2000 (which Lease Agreement and Assignment of Lease are hereinafter referred to collectively as the "**Lease**"), Moe PC agreed to lease from the Plaintiff certain commercial premises located at #101, 5018 – 45<sup>th</sup> Street, Red Deer, Alberta (hereinafter referred to as the "**Premises**") for a term expiring December 30, 2028, according to the terms and conditions described therein.
9. In the Lease, Moe PC expressly covenanted:
  - (a) that it would operate and conduct its business upon the whole of the Premises throughout the said term in an up-to-date, high class and reputable manner;
  - (b) that it would not do or suffer any waste or damage, disfiguration or injury to the Premises or the fixtures and equipment thereof;
  - (c) that all of its furniture, trade fixtures, partitions, installations, equipment and other movables on the Premises would be liable to distress, and that none of the aforesaid chattels would be exempt from distress;

- (d) that all improvements to the Premises other than trade fixtures would become the property of the Plaintiff when constructed or installed; and
  - (e) that it would not remove any trade fixtures, goods or chattels of any kind from the Premises until all rent and other monies due to the Plaintiff were paid.
10. It is an express provision of the Lease that, whenever Moe PC shall fail to pay any rent or other amount owing to the Plaintiff under the Lease when due, it shall pay interest at a rate of 18% per annum, from the date it was properly due until paid, both before and after judgment.
  11. It is a further express provision of the Lease that, in the event that, if Rent is not paid when due, or if the Premises are abandoned, or if Moe PC attempts or threatens to move its goods, chattels or equipment out of the Premises other than as permitted in the Lease, or if it ceases to conduct business from the Premises, then the next three (3) months' instalments of Rent shall immediately become due and payable. Such three months' Rent is in the sum of \$58,131.00 or such further and greater amount as will be proven at the trial of this Action.
  12. It is a further express provision of the Lease that Moe PC shall be liable to the Plaintiff for all expenses, including legal fees and disbursements, outlays and expenses incurred in connection with collecting sums due or payable by Moe PC.
  13. Over a period commencing on or about January 1, 2019, Moe PC occupied the Premises and carried on therefrom primarily the business of a dental office under the name and style of "Central Dental".
  14. Commencing in or about May 2020, Sarah Moe, Moe PC and ▲ 985842 entered into negotiations for the relocation of Moe PC's dental practice to 985842's dental practice located at 7151 Gaetz Avenue E, Red Deer, Alberta, operated there under the name and style of "Delta Dental".
  15. On or about July 27, 2020, Moe PC wrongfully and without notice to the Plaintiff ceased conducting business in the Premises and abandoned the Premises in repudiation of its

obligations pursuant to the Lease. In the course thereof, in breach of its obligations to the Plaintiff as aforesaid, and willfully and knowingly aided and assisted by Sarah Moe, Michael Dave, ▲ and the Does, Moe PC wrongfully and fraudulently removed and carried off all, or in the alternative, the substantial part, of the furniture, trade fixtures, equipment and other movables from the Premises other than in the ordinary course of business, and relocated such furniture, trade fixtures, equipment and other movables to the New Premises. The value of the goods removed by the said Defendants as aforesaid was \$250,000.00 or such further and greater amount as will be proven at the trial of this Action. Pursuant to Section 3 of the *Distress for Rent Act*, 1737, 11 Geo. 2 c. 19, the Plaintiff thus claims \$500,000.00 as against the said Defendants, jointly and severally.

16. In the course of the said Defendants' removal of goods pursuant to Moe PC's abandonment of the Premises as aforesaid, such Defendants wrongfully and illegally stripped the Premises of improvements which were at all material times, and remain, the property of the Plaintiff, and they caused damage to the Premises, resulting in loss and damage to the Plaintiff in the amount of \$100,000.00 or such further and greater amount as will be proven at the trial of this Action.
17. As at September 4, 2020, Moe PC was in default of payment of Rent and other moneys payable pursuant to the Lease in the amount of \$66,641.12 or such further and greater amount as will be proven at the trial of this Action.
18. By written notice dated September 4, 2020, the Plaintiff demanded payment of the said \$66,641.12 accepted Moe PC's said abandonment and repudiation in termination of the Lease and in forfeiture of Moe PC's tenancy created thereunder, wholly without prejudice to the Plaintiff's right to recover from Moe PC all outstanding arrears of rent and other moneys owing, together with all damages resulting from the premature forfeiture of Moe PC's said tenancy. As a result of the forfeiture of Moe PC's tenancy as aforesaid, the Plaintiff has suffered damages in the amount of ▲\$1,500,000.00 or such further and greater amount as will be proven at the trial of this Action.
19. ▲ 985842 and Sarah Moe induced and caused Moe PC to abandon the Premises as aforesaid in violation of its obligations to the Plaintiff under the Lease, and it knowingly

and wrongfully interfered in the contractual relationship between the Plaintiff and Moe PC as described in the Lease. The Plaintiff claims from 985842 and Sarah Moe the same damages in the amount of **▲\$1,500,000.00** or such further and greater amount as will be proven at the trial of this Action.

20. The Plaintiff pleads and intends to rely on the provisions of the Lease and of the *Distress for Rent Act*, 1737, 11 Geo. 2, c. 19.

**Remedy sought:**

21. Wherefore the Plaintiff claims:

- (a) Judgment against the Defendant Sarah Moe Professional Corporation in the amount of \$124,772.12 or such further and greater amount as will be proven at the trial of this Action;
- (b) Interest thereon calculated at the contractual rate described in paragraph 9 hereof or, in the alternative, at such rate or rates as the Honourable Court may order pursuant to the provisions of the *Judgment Interest Act*, R.S.A. 2000, c. J-1;
- (c) Damages against the Defendants Sarah Moe Professional Corporation, Sarah Moe, Michael Dave, ^, John Doe, James Doe, Jacob Doe, Jane Doe, Janice Doe and Joan Doe, jointly and severally, in the amount of \$600,000.00 or such further and greater amount as will be proven at the trial of this Action;
- (d) Interest thereon calculated at such rate or rates as the Honourable Court may order pursuant to the provisions of the *Judgment Interest Act*, R.S.A. 2000, c. J-1;
- (e) Damages against the Defendants Sarah Moe Professional Corporation, Sarah Moe and **▲ 985842 Alberta Ltd.**, jointly and severally, in the amount of **▲\$1,500,000.00** or such further and greater amount as will be proven at the trial of this Action;
- (f) Interest thereon calculated at such rate or rates as the Honourable Court may order pursuant to the provisions of the *Judgment Interest Act*, R.S.A. 2000, c. J-1;

- (g) Costs of this Action on a solicitor and his own client basis or, in the alternative, on a party and party basis; and
- (h) Such further and other relief as to the Honourable Court may seem appropriate.

**NOTICE TO THE DEFENDANTS**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

**THIS IS EXHIBIT “ QQ ”** referred to in  
the Affidavit of JOCELYN BERIAULT  
SWORN BEFORE ME this 19<sup>th</sup> day of  
AUGUST, 2022.



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**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

**Arsham Gill**  
*Barrister & Solicitor*  
Notary Public and Commissioner for Oaths  
In and for the Province of Alberta

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., 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 OF NIKKI EBBERS**

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 NIKKI EBBERS**  
Sworn on August 18<sup>th</sup> , 2022

I, Nikki Ebbers, of the City of Edmonton, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am employed by the law firm of Miller Thomson LLP, counsel for the above-named Plaintiff Royal Bank of Canada and as such have personal knowledge of the matters hereinafter deposed to, except where stated to be on information and belief, and where so stated I believe the same to be true.

**SERVICE VIA REGISTERED MAIL**

2. On July 29, 2022, I served a Demand Letter, along with a Notice of Intention to Enforce a Security on Faissal Mouhamad Professional Corporation ("**FMPC**") by inserting same into an envelope with a cover letter, and sending same via registered mail to FMPC, c/o its Registered Office, 600, 4911 51 Street, Red Deer, AB T4N 6V4.
3. Attached hereto and marked collectively as **Exhibit "A"** is a copy of the letter referred to in paragraph 2 of my Affidavit, and the Canada Post Express Post Receipt evidencing the



Registered Mail instructions, together with a copy of the Canada Post Tracking Results evidencing receipt of successful delivery of the mailing referred to in the above referenced paragraph on August 3, 2022.

4. Attached hereto and marked as **Exhibit "B"** to my Affidavit is an Alberta Corporate Registry search for FMPC confirming the above noted address is its Registered Office.
5. On July 29, 2022, I served a Demand Letter, along with a Notice of Intention to Enforce a Security on 985842 Alberta Ltd. ("**985**") by inserting same into an envelope with a cover letter, and sending same via registered mail to 985 c/o its Registered Office, 600, 4911 51 Street, Red Deer, AB T4N 6V4.
6. Attached hereto and marked as **Exhibit "C"** is a copy of the letter referred to in paragraph 5 of my Affidavit and the Canada Post Express Post Receipt evidencing the Registered Mail instructions, together with a copy of the Canada Post Tracking Results evidencing receipt of successful delivery of the mailing referred to in the above referenced paragraph on August 3, 2022.
7. Attached hereto and marked as **Exhibit "D"** to my Affidavit is an Alberta Corporate Registry search for 985 confirming the above noted address is the Defendant's Registered Office.
8. On July 29, 2022, I served a Demand Letter, along with a Notice of Intention to Enforce a Security on Mclvor Developments Ltd. ("**Mclvor**") by inserting same into an envelope with a cover letter, and sending same via registered mail to Mclvor c/o its Registered Office, 600, 4911 51 Street, Red Deer, AB T4N 6V4.
9. Attached hereto and marked as **Exhibit "E"** is a copy of the letter referred to in paragraph 8 of my Affidavit and the Canada Post Express Post Receipt evidencing the Registered Mail instructions, together with a copy of the Canada Post Tracking Results evidencing receipt of successful delivery of the mailing referred to in the above referenced paragraph on August 3, 2022.
10. Attached hereto and marked as **Exhibit "F"** to my Affidavit is an Alberta Corporate Registry search for Mclvor confirming the above noted address is the Defendant's Registered Office.
11. On August 4, 2022, I served a Demand Letter, along with a Notice of Intention to Enforce a Security on Faissal Mouhamad by inserting same into an envelope with a cover letter, and sending same via registered mail to 7151 50 Avenue, Red Deer, AB T4N 6V4.
12. Attached hereto and marked as **Exhibit "G"** is a copy of the letter referred to in paragraph 11 of my Affidavit and the Canada Post Express Post Receipt evidencing the Registered Mail instructions, together with a copy of the Canada Post Tracking Results evidencing receipt of successful delivery of the mailing referred to in the above referenced paragraph on August 5, 2022.

SWORN BEFORE ME at Edmonton, Alberta, this )  
 18<sup>th</sup> day of August, 2022. )  
 \_\_\_\_\_ )  
*Tomoe Aoki* )  
 Commissioner for Oaths in and for the Province of )  
 Alberta )

*Nikki Ebberts*  
 \_\_\_\_\_  
 NIKKI EBBERTS

TOMOE AOKI  
 MY COMMISSION EXPIRES  
 JUNE 4, 2025

**THIS IS EXHIBIT “ A ”** referred to in  
the Affidavit of **NIKKI EBBERS**  
SWORN BEFORE ME this 18<sup>th</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025

July 28, 2022

**DELIVERED BY REGISTERED MAIL**

Faissal Mouhamad Professional Corporation  
c/o Registered Office  
600, 4911 51 Street  
Red Deer, AB T4N 6V4

**Susy Trace**  
Direct Line: 780.429.9713  
strace@millerthomson.com

File: 255685.0004

Dear Mr. Mouhamad:

**Re: Royal Bank of Canada ("RBC")  
Loans to Faissal Mouhamad Professional Corporation (the "Borrower")  
Formal Demand for Payment**

Our office acts as legal counsel for RBC with respect to the above captioned matter.

As of July 28, 2022, the direct indebtedness owing to RBC by the Borrower is the total amount of \$557,181.33, plus interest from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to the Borrower by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all of RBC's legal fees and costs incurred on a solicitor and client full indemnity basis. (the "**Indebtedness**").

On behalf of RBC we hereby demand payment from the Borrower of the Indebtedness. Unless payment of the Indebtedness, in full, is received by RBC **within 10 days from the date of this letter**, RBC will take whatever action it deems necessary to recover the amounts owing to it.. Please contact our office on the date you intend to repay the Indebtedness to confirm the exact amount owing to RBC as of that date.

RBC reserves the right to accelerate the above demand period and to realize on any of the security it holds or otherwise take action prior to the date for payment in full specified above if RBC becomes aware of facts or circumstances which cause it to believe that the prospect for repayment of the above loans or its security position is in jeopardy.

Enclosed is a formal Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please note that the Borrower is also indebted to RBC pursuant to a Canada Emergency Business Account Loan in the amount of \$60,000.00 (the "**CEBA Loan**"). At this time RBC is not demanding repayment of the CEBA Loan from the Borrower; however, RBC reserves all rights and remedies to demand repayment of the CEBA Loan in future should RBC come to the conclusion that it is in its best interests to do so, and nothing in this letter is meant to relieve the Borrower or any guarantor of the Borrower's indebtedness to RBC, of their respective obligations to the Government of Canada and/or RBC respecting repayment of the CEBA Loan in accordance with its terms.

In addition, the Borrower has guaranteed the indebtedness owing to RBC by related entities for which RBC has not yet demanded repayment. Nothing in this letter is meant to waive any rights

or remedies that RBC has to demand payment from the Borrower pursuant to such guarantees, or enforce any security given to RBC to secure any such guaranteed obligations and RBC reserves all of its rights and remedies related to such guarantees and security.

Please contact your solicitor should You have any questions with this letter.

Sincerely,

MILLER THOMSON LLP

Per:



Susy Trace  
Enclosures



FORM 86  
**NOTICE OF INTENTION TO ENFORCE A SECURITY**  
(Rule 124)

To: Faissal Mouhamad Professional Corporation, an insolvent person (the "**Insolvent Person**")

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the property of the Insolvent Person described below:
  - (a) all present and after-acquired personal property of the Insolvent Person, including all proceeds thereof.
2. The security that is to be enforced is the following:
  - (a) General Security Agreement dated May 16, 2012 and General Security Agreement August 19, 2016.
2. The total amount of indebtedness secured by the security as at July 28, 2022 totals the sum of \$557,181.33 plus interest upon such sum from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to the Insolvent Person by reason of the revolving nature of the credit facilities available to the Insolvent Person, plus interest on such amounts, plus all legal costs incurred by RBC on a solicitor and own client full indemnity basis.
3. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 28<sup>th</sup> day of July, 2022.

**ROYAL BANK OF CANADA**

Per:



---

By its authorized agent and legal counsel,  
Susy Trace.  
Barrister and Solicitor



**SENDER: MILLER THOMSON LLP**  
**2590, 10155 - 102 Street**  
**Edmonton AB T5J 4G8**

**REGISTERED RECEIPT**



**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 To: **Faissal Maubamand Prof. Corporation**  
 Name: **Registered office**  
 Address: **600, 4911 St street**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 6V4**  
 Declared Value: \$  
 CPC Tracking Number: **1 888 550-6333**  
 Numéro de repérage de la SCP: **RN 650 509 835 CA**  
 33-086-584 (17-12)

**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 To: **Faissal Maubamand**  
 Name: **Registered office**  
 Address: **7157 50 AVE.**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 4E4**  
 Declared Value: \$  
 CPC Tracking Number: **1 888 550-6333**  
 Numéro de repérage de la SCP: **RN 650 509 866 CA**  
 33-086-584 (17-12)

**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 To: **Mcivor Ltd**  
 Name: **Registered office**  
 Address: **600, 4911 St street**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 6V4**  
 Declared Value: \$  
 CPC Tracking Number: **1 888 550-6333**  
 Numéro de repérage de la SCP: **RN 650 509 849 CA**  
 33-086-584 (17-12)

**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 To: **985817 Alberta Ltd.**  
 Name: **Registered office**  
 Address: **600, 4911 St street**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 6V4**  
 Declared Value: \$  
 CPC Tracking Number: **1 888 550-6333**  
 Numéro de repérage de la SCP: **RN 650 509 852 CA**  
 33-086-584 (17-12)

**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 To: **985817 Alberta Ltd.**  
 Name: **Registered office**  
 Address: **600, 4911 St street**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 6V4**  
 Declared Value: \$  
 CPC Tracking Number: **1 888 550-6333**  
 Numéro de repérage de la SCP: **RN 650 509 852 CA**  
 33-086-584 (17-12)

**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 To: **985817 Alberta Ltd.**  
 Name: **Registered office**  
 Address: **600, 4911 St street**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 6V4**  
 Declared Value: \$  
 CPC Tracking Number: **1 888 550-6333**  
 Numéro de repérage de la SCP: **RN 650 509 852 CA**  
 33-086-584 (17-12)

**Tracking number**

RN650509835CA

Delivered

Shipping service: Registered Mail

Delivery standard: Aug. 4

**Latest updates**

Date	Time	Location	Progress	Post office
Aug. 3	9:11 am		Signature unavailable; verbal signature.	
Aug. 3	9:11 am	RED DEER, AB	Delivered	
Aug. 3	8:18 am	RED DEER, AB	Item out for delivery	
Aug. 2	12:04 pm	RED DEER, AB	Item processed	
July 29	6:56 pm	EDMONTON, AB	Item processed	
July 29	3:55 pm	EDMONTON, AB	Item accepted at the Post Office	

**Features and options**

Signature Required



**THIS IS EXHIBIT “ B ”** referred to in  
the Affidavit of **NIKKI EBBERS**  
SWORN BEFORE ME this 18<sup>th</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025

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

Date of Search: 2022/07/21  
 Time of Search: 10:06 AM  
 Search provided by: MILLER THOMSON LLP- EDMONTON  
 Service Request Number: 37987304  
 Customer Reference Number: 0255685.0004

**Corporate Access Number:** 208526178  
**Business Number:** 880282520  
**Legal Entity Name:** FAISSAL MOUHAMAD PROFESSIONAL CORPORATION

## Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
FAISSAL MOUHAMAD PROFESSIONAL CORPORATION	2002/12/13
JACEE DENTAL INC.	2006/01/03

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Dental Professional Corporation  
**Registration Date:** 1999/11/03 YYYY/MM/DD  
**Date of Last Status Change:** 2005/03/24 YYYY/MM/DD

## Registered Office:

**Street:** 600, 4911 - 51 STREET  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N6V4

## Records Address:

**Street:** 7151 - 50 AVENUE  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N4E4

**Email Address:** CORPORATE@WARRENSINCLAIR.COM

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
RATTAN	PAUL	D.	WARREN SINCLAIR LLP	600,4911-51 STREET	RED DEER	ALBERTA	T4N6V4	CORPORATE@WARRENSINCLAIR.COM

## Directors:

**Last Name:** MOUHAMAD  
**First Name:** FAISSAL  
**Street/Box Number:** 7151-50 AVENUE  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N4E4

**Voting Shareholders:**

**Last Name:** MOUHAMAD  
**First Name:** FAISSAL  
**Street:** 7151-50 AVENUE  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N4E4  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** SEE ATTACHED SCHEDULE "A"  
**Share Transfers Restrictions:** NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION.  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** SEE ATTACHED SCHEDULE "B"  
**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED SCHEDULE "C"

**Associated Registrations under the Partnership Act:**

Trade Partner Name	Registration Number
ASSOCIATES DENTAL	TN20963039
DELTA DENTAL	TN20962973
SIMONA DENTAL	TN18396184

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
1999/11/03	Incorporate Alberta Corporation
2002/07/17	Change Director / Shareholder
2005/01/02	Status Changed to Start for Failure to File Annual Returns
2006/01/03	Name/Structure Change Alberta Corporation
2020/02/17	Update BN
2020/09/04	Change Address
2022/05/02	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	1999/11/03
<a href="#">Restrictions on Business</a>	ELECTRONIC	1999/11/03
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	1999/11/03
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2002/12/13
<a href="#">Share Structure</a>	ELECTRONIC	2006/01/03
<a href="#">Restrictions on Business</a>	ELECTRONIC	2006/01/03
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2006/01/03
<a href="#">Share Structure</a>	ELECTRONIC	2006/11/09

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.



**THIS IS EXHIBIT “ C ”** referred to in  
the Affidavit of **NIKKI EBBERS**  
SWORN BEFORE ME this 18<sup>th</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025



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

July 28, 2022

**DELIVERED BY REGISTERED MAIL**

985842 Alberta Ltd.  
c/o Registered Office  
600, 4911 51 Street  
Red Deer, AB T4N 6V4

**Susy Trace**  
Direct Line: 780.429.9713  
strace@millerthomson.com

File: 255685.0004

Dear Mr. Mouhamad:

**Re: Royal Bank of Canada ("RBC")  
Loans to Faissal Mouhamad Professional Corporation (the "Borrower")  
Guaranteed by 985842 Alberta Ltd. (the "Guarantor")  
Formal Demand for Payment**

Our office acts as legal counsel for RBC with respect to the above captioned matter.

As of July 28, 2022, the direct indebtedness owing to RBC by the Borrower is the total amount of \$557,181.33, plus interest from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to the Borrower by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all of RBC's legal fees and costs incurred on a solicitor and client full indemnity basis.

The Guarantor granted a Guarantee and Postponement of Claim dated August 12, 2016 (the "**Guarantee**"), in favour of RBC, pursuant to which it guaranteed all indebtedness owing by the Borrower to RBC, up to the principal amount of \$3,250,000.00, plus interest thereon at the rate of 5.00% *per annum* above RBC's prime interest rate in effect from time to time, accruing from and including the date of demand, plus any and all costs incurred by RBC, including without limitation, legal costs incurred by RBC on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**").

On behalf of RBC we hereby demand payment of the Guarantee Liability from the Guarantor, which is in the amount of \$557,181.33, as of July 28, 2022, plus further accruing interest from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to the Borrower by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all further costs incurred by RBC, including, without limitation, all professional fees and legal costs on a solicitor and own client full indemnity basis.

Unless payment of the Guarantee Liability, in full, is received by RBC **within 10 days from the date of this letter**, RBC will take whatever action it deems necessary to recover the amounts owing. Please contact our office on the date the Guarantor intends to repay the Guarantee Liability to confirm the exact amount owing to RBC as of that date.

RBC reserves the right to accelerate the above demand period and to realize on any of the security it holds or otherwise take action prior to the date for payment in full specified above if RBC becomes aware of facts or circumstances which cause it to believe that the prospect for repayment of the above loans or its security position is in jeopardy.

Enclosed is a formal Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please note that the Borrower is also indebted to RBC pursuant to a Canada Emergency Business Account Loan in the amount of \$60,000.00 (the "**CEBA Loan**"). At this time RBC is not demanding repayment of the CEBA Loan from the Borrower; however, RBC reserves all rights and remedies to demand repayment of the CEBA Loan in future should RBC come to the conclusion that it is in its best interests to do so, and nothing in this letter is meant to relieve the Guarantor of any additional indebtedness owing to RBC pursuant to the Guarantee in the event RBC decides to demand repayment of the CEBA Loan from the Borrower.

In addition, the Guarantor has guaranteed the indebtedness owing to RBC by related entities for which RBC has not yet demanded repayment. Nothing in this letter is meant to waive any rights or remedies that RBC has to demand payment from the Guarantor pursuant to such guarantees, or enforce any security given to RBC to secure any such guaranteed obligations and RBC reserves all of its rights and remedies related to such guarantees and security.

Please contact your solicitor should You have any questions with this letter.

Sincerely,

MILLER THOMSON LLP

Per:



Susy Trace  
Enclosures



FORM 86  
**NOTICE OF INTENTION TO ENFORCE A SECURITY**  
(Rule 124)

To: 985842 Alberta Ltd., an insolvent person (the “**Insolvent Person**”)


TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the property of the Insolvent Person described below:
  - (a) all present and after-acquired personal property of the Insolvent Person, including all proceeds thereof; and
  - (b) all indebtedness and liability, present or future owing to the Insolvent Person by Faissal Mouhamad Professional Corporation.
2. The security that is to be enforced is the following:
  - (a) General Security Agreement dated August 9, 2016;
  - (b) Postponement and Priority Agreement dated August 12, 2016; and
  - (c) Guarantee and Postponement of Claim dated August 12, 2016.
2. The total amount of indebtedness secured by the security as at July 28, 2022 totals the sum of \$557,181.33 plus interest upon such sum from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to Faissal Mouhamad Professional Corporation (the “**Borrower**”) by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all legal costs incurred by RBC on a solicitor and own client full indemnity basis.
3. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 28<sup>th</sup> day of July, 2022.

**ROYAL BANK OF CANADA**

Per:



By its authorized agent and legal counsel,  
Susy Trace.  
Barrister and Solicitor





**SENDER: MILLER THOMSON LLP**  
**2590, 10155 - 102 Street**  
**Edmonton AB T5J 4G8**

**REGISTERED RECEIPT**



**350257**  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 JUL 29 2022  
 Terwillegar RPO

To / Destinataire: **Faissal Mubhammad Prof. Corporation**  
 Name / Nom: **60 Registered Office**  
 Address / Adresse: **600, 4911 St Street**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 6V4**

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 835 CA

Declared Value / Valeur déclarée: \$

33-886-584 (17-12)

**350257**  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 JUL 29 2022  
 Terwillegar RPO

To / Destinataire: **Faissal Mubhammad**  
 Name / Nom: **60 Registered Office**  
 Address / Adresse: **7157 50 AVE.**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 4E4**

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 866 CA

Declared Value / Valeur déclarée: \$

33-886-584 (17-12)

**350257**  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 JUL 28 2022  
 Terwillegar RPO

To / Destinataire: **Mcivor D&L Ltd**  
 Name / Nom: **60 Registered Office**  
 Address / Adresse: **600, 4911 St Street**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 6V4**

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 849 CA

Declared Value / Valeur déclarée: \$

33-886-584 (17-12)

**350257**  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT / REÇU DU CLIENT  
 JUL 28 2022  
 Terwillegar RPO

To / Destinataire: **985812 Alberta Ltd.**  
 Name / Nom: **60 Registered Office**  
 Address / Adresse: **600, 4911 St Street**  
 City / Prov. / Postal Code: **Red Deer, AB T4N 6V4**

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 852 CA

Declared Value / Valeur déclarée: \$

33-886-584 (17-12)

**Tracking number**

RN650509852CA

Delivered

Shipping service: Registered Mail

Delivery standard: Aug. 4

**Latest updates**

Date	Time	Location	Progress	Post office
Aug. 3	9:11 am		Signature unavailable; verbal signature.	
Aug. 3	9:11 am	RED DEER, AB	Delivered	
Aug. 3	8:18 am	RED DEER, AB	Item out for delivery	
Aug. 2	12:04 pm	RED DEER, AB	Item processed	
July 29	6:56 pm	EDMONTON, AB	Item processed	
July 29	3:55 pm	EDMONTON, AB	Item accepted at the Post Office	

**Features and options**

Signature Required

**THIS IS EXHIBIT “ D ”** referred to in  
the Affidavit of **NIKKI EBBERS**  
SWORN BEFORE ME this 18<sup>th</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

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**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025

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

Date of Search: 2022/07/21  
 Time of Search: 10:16 AM  
 Search provided by: MILLER THOMSON LLP- EDMONTON  
 Service Request Number: 37987424  
 Customer Reference Number: 0255685.0004

**Corporate Access Number:** 209858422  
**Business Number:** 859930851  
**Legal Entity Name:** 985842 ALBERTA LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Numbered Alberta Corporation  
**Registration Date:** 2002/04/25 YYYY/MM/DD  
**Date of Last Status Change:** 2005/08/26 YYYY/MM/DD

#### Registered Office:

**Street:** 600, 4911 - 51 STREET  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N6V4

#### Records Address:

**Street:** 7151 - 50 AVENUE  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N4E4

**Email Address:** CORPORATE@WARRENSINCLAIR.COM

#### Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
RATTAN	PAUL	D.	WARREN SINCLAIR LLP	600, 4911 - 51 STREET	RED DEER	ALBERTA	T4N6V4	CORPORATE@WARRENSINCLAIR.COM

#### Directors:

**Last Name:** MOUHAMAD  
**First Name:** FAISSAL  
**Street/Box Number:** 7151 - 50 AVENUE  
**City:** RED DEER  
**Province:** ALBERTA

**Postal Code:** T4N4E4

**Voting Shareholders:**

**Last Name:** MOUHAMAD  
**First Name:** FAISSAL  
**Street:** 7151-50 AVENUE  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N4E4  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** UNLIMITED CLASS "A" VOTING SHARES, UNLIMITED CLASS "B" VOTING SHARES.  
**Share Transfers Restrictions:** NONE  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 7  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** NONE

**Associated Registrations under the Partnership Act:**

Trade Partner Name	Registration Number
GAETZ HEALTH CENTER	TN14582985
LIBERTY PROPERTY MANAGEMENT	TN10005742

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2021	2021/08/17

**Outstanding Returns:**

Annual returns are outstanding for the 2022 file year(s).

**Filing History:**

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<b>List Date (YYYY/MM/DD)</b>	<b>Type of Filing</b>
2002/04/25	Incorporate Alberta Corporation
2005/06/02	Status Changed to Start for Failure to File Annual Returns
2012/04/30	Change Director / Shareholder
2019/11/01	Change Address
2020/02/18	Update BN
2021/08/17	Enter Annual Returns for Alberta and Extra-Provincial Corp.

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.



**THIS IS EXHIBIT “ E ”** referred to in

the Affidavit of **NIKKI EBBERS**

SWORN BEFORE ME this 18<sup>th</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025





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

July 28, 2022

**DELIVERED BY REGISTERED MAIL**

Mclvor Developments Ltd.  
c/o Registered Office  
600, 4911 51 Street  
Red Deer, AB T4N 6V4

**Susy Trace**  
Direct Line: 780.429.9713  
strace@millerthomson.com

File: 255685.0004

Dear Mr. Mouhamad:

**Re: Royal Bank of Canada ("RBC")  
Loans to Faissal Mouhamad Professional Corporation (the "Borrower")  
Guaranteed by Mclvor Developments Ltd.. (the "Guarantor")  
Formal Demand for Payment**

Our office acts as legal counsel for RBC with respect to the above captioned matter.

As of July 28, 2022, the direct indebtedness owing to RBC by the Borrower is the total amount of \$557,181.33, plus interest from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to the Borrower by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all of RBC's legal fees and costs incurred on a solicitor and client full indemnity basis.

The Guarantor granted a Guarantee and Postponement of Claim dated August 12, 2016 (the "**Guarantee**"), in favour of RBC, pursuant to which it guaranteed all indebtedness owing by the Borrower to RBC, up to the principal amount of \$3,250,000.00, plus interest thereon at the rate of 5.00% *per annum* above RBC's prime interest rate in effect from time to time, accruing from and including the date of demand, plus any and all costs incurred by RBC, including without limitation, legal costs incurred by RBC on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**").

On behalf of RBC we hereby demand payment of the Guarantee Liability from the Guarantor, which is in the amount of \$557,181.33, as of July 28, 2022, plus further accruing interest from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to the Borrower by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all further costs incurred by RBC, including, without limitation, all professional fees and legal costs on a solicitor and own client full indemnity basis.

Unless payment of the Guarantee Liability, in full, is received by RBC **within 10 days from the date of this letter**, RBC will take whatever action it deems necessary to recover the amounts owing. Please contact our office on the date the Guarantor intends to repay the Guarantee Liability to confirm the exact amount owing to RBC as of that date.

RBC reserves the right to accelerate the above demand period and to realize on any of the security it holds or otherwise take action prior to the date for payment in full specified above if RBC becomes aware of facts or circumstances which cause it to believe that the prospect for repayment of the above loans or its security position is in jeopardy.

Enclosed is a formal Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please note that the Borrower is also indebted to RBC pursuant to a Canada Emergency Business Account Loan in the amount of \$60,000.00 (the "**CEBA Loan**"). At this time RBC is not demanding repayment of the CEBA Loan from the Borrower; however, RBC reserves all rights and remedies to demand repayment of the CEBA Loan in future should RBC come to the conclusion that it is in its best interests to do so, and nothing in this letter is meant to relieve the Guarantor of any additional indebtedness owing to RBC pursuant to the Guarantee in the event RBC decides to demand repayment of the CEBA Loan from the Borrower.

In addition, the Guarantor has guaranteed the indebtedness owing to RBC by related entities for which RBC has not yet demanded repayment. Nothing in this letter is meant to waive any rights or remedies that RBC has to demand payment from the Guarantor pursuant to such guarantees, or enforce any security given to RBC to secure any such guaranteed obligations and RBC reserves all of its rights and remedies related to such guarantees and security.

Please contact your solicitor should You have any questions with this letter.

Sincerely,

MILLER THOMSON LLP

Per:



Susy Trace  
Enclosures



FORM 86  
**NOTICE OF INTENTION TO ENFORCE A SECURITY**  
(Rule 124)

To: McIvor Developments Ltd., an insolvent person (the “**Insolvent Person**”)

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the property of the Insolvent Person described below:

- (a) all present and after-acquired personal property of the Insolvent Person, including all proceeds thereof;
- (b) all present and after acquired real and personal property of the Insolvent Person and a floating charge on land;
- (c) all indebtedness and liability, present or future owing to the Insolvent Person by Faissal Mouhamad Professional Corporation and
- (d) the lands legally described as follows:

MERIDIAN 4 RANGE 29 TOWNSHIP 21  
SECTION 32

THAT PORTION OF THE SOUTH WEST QUARTER  
WHICH LIES NORTH EAST OF ROAD PLAN 8210125  
CONTAINING 44.2 HECTARES (109.2 ACRES) MORE OF LESS  
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES-MORE OR LESS
ROAD	0210206	0.860	2.13
ROAD	0211040	3.66	9.04
SUBDIVISION	0211003	7.40	18.29

EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

2. The security that is to be enforced is the following:

- (a) General Security Agreement dated August 9, 2016;
- (b) General security Agreement dated August 12, 2016;
- (c) Guarantee and Postponement of Claim dated August 12, 2016; and
- (d) Collateral Mortgage dated August 12, 2016.

2. The total amount of indebtedness secured by the security as at July 28, 2022 totals the sum of \$557,181.33 plus interest upon such sum from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to Faissal Mouhamad Professional Corporation (the “**Borrower**”) by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all legal costs incurred by RBC on a solicitor and own client full indemnity basis.

3. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 28<sup>th</sup> day of July, 2022.

**ROYAL BANK OF CANADA**

Per:



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By its authorized agent and legal counsel,  
Susy Trace.  
Barrister and Solicitor



**SENDER: MILLER THOMSON LLP**  
**2590, 10155 - 102 Street**  
**Edmonton AB T5J 4G8**

**REGISTERED RECEIPT**



Terwillegar RPO  
 350257  
 JUL 29 2022  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT REÇU DU CLIENT

To / Destinataire: Faissal Mohamed Prof. Corporation  
 Name / Nom: Faissal Mohamed  
 Address / Adresse: 600, 4911 St Street  
 City / Prov. / Postal Code: Red Deer, AB T4N 6V4

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 07/09  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 835 CA

Declared Value / Valeur déclarée: \$

33-086-584 (17-12)

Terwillegar RPO  
 350257  
 JUL 29 2022  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT REÇU DU CLIENT

To / Destinataire: Faissal Mohamed  
 Name / Nom: Faissal Mohamed  
 Address / Adresse: 7157 50 AVE.  
 City / Prov. / Postal Code: Red Deer, AB T4N 4E4

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 07/09  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 866 CA

Declared Value / Valeur déclarée: \$

33-086-584 (17-12)

Terwillegar RPO  
 350257  
 JUL 29 2022  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT REÇU DU CLIENT

To / Destinataire: McIvor Dairy Ltd  
 Name / Nom: McIvor Dairy Ltd  
 Address / Adresse: 600, 4911 St Street  
 City / Prov. / Postal Code: Red Deer, AB T4N 6V4

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 07/09  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 849 CA

Declared Value / Valeur déclarée: \$

33-086-584 (17-12)

Terwillegar RPO  
 350257  
 JUL 29 2022  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT REÇU DU CLIENT

To / Destinataire: McIvor Dairy Ltd  
 Name / Nom: McIvor Dairy Ltd  
 Address / Adresse: 600, 4911 St Street  
 City / Prov. / Postal Code: Red Deer, AB T4N 6V4

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 07/09  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 849 CA

Declared Value / Valeur déclarée: \$

33-086-584 (17-12)

Terwillegar RPO  
 350257  
 JUL 29 2022  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT REÇU DU CLIENT

To / Destinataire: Alberta Ltd.  
 Name / Nom: Alberta Ltd.  
 Address / Adresse: 600, 4911 St Street  
 City / Prov. / Postal Code: Red Deer, AB T4N 6V4

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 07/09  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 852 CA

Declared Value / Valeur déclarée: \$

33-086-584 (17-12)

Terwillegar RPO  
 350257  
 JUL 29 2022  
**REGISTERED DOMESTIC** **RECOMMANDÉ RÉGIME INTÉRIEUR** **R**  
 CUSTOMER RECEIPT REÇU DU CLIENT

To / Destinataire: Alberta Ltd.  
 Name / Nom: Alberta Ltd.  
 Address / Adresse: 600, 4911 St Street  
 City / Prov. / Postal Code: Red Deer, AB T4N 6V4

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON  
 canadapost.ca / postescanada.ca  
 07/09  
 1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP  
 RN 650 509 852 CA

Declared Value / Valeur déclarée: \$

33-086-584 (17-12)

**Tracking number**

RN650509849CA

Delivered

Shipping service: Registered Mail

Delivery standard: Aug. 4

**Latest updates**

Date	Time	Location	Progress	Post office
Aug. 3	9:11 am		Signature unavailable; verbal signature.	
Aug. 3	9:11 am	RED DEER, AB	Delivered	
Aug. 3	8:18 am	RED DEER, AB	Item out for delivery	
Aug. 2	11:51 am	RED DEER, AB	Item processed	
July 29	6:56 pm	EDMONTON, AB	Item processed	
July 29	3:55 pm	EDMONTON, AB	Item accepted at the Post Office	

**Features and options**

Signature Required

**THIS IS EXHIBIT “ F ”** referred to in  
the Affidavit of **NIKKI EBBERS**  
SWORN BEFORE ME this 18<sup>th</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

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**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025



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

Date of Search: 2022/07/21  
 Time of Search: 10:25 AM  
 Search provided by: MILLER THOMSON LLP- EDMONTON  
 Service Request Number: 37987561  
 Customer Reference Number: 0255685.0004

**Corporate Access Number:** 2016122083

**Business Number:**

**Legal Entity Name:** MCIVOR DEVELOPMENTS LTD.

**Legal Entity Status:** Active

**Alberta Corporation Type:** Named Alberta Corporation

**Registration Date:** 2011/06/10 YYYY/MM/DD

**Registered Office:**

**Street:** 600, 4911 - 51 STREET

**City:** RED DEER

**Province:** ALBERTA

**Postal Code:** T4N6V4

**Records Address:**

**Street:** 7151 - 50 AVENUE

**City:** RED DEER

**Province:** ALBERTA

**Postal Code:** T4N4E4

**Email Address:** CORPORATE@WARRENSINCLAIR.COM

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
RATTAN	PAUL	D.	WARREN SINCLAIR LLP	600, 4911 - 51 STREET	RED DEER	ALBERTA	T4N6V4	CORPORATE@WARRENSINCLAIR.COM

**Directors:**

**Last Name:** MOUHAMAD

**First Name:** FAISSAL

**Street/Box Number:** 7151-50 AVENUE

**City:** RED DEER

**Province:** ALBERTA

**Postal Code:** T4N4E4

**Voting Shareholders:**

**Last Name:** MOUHAMAD  
**First Name:** FAISSAL  
**Street:** 7151-50 AVENUE  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N4E4  
**Percent Of Voting Shares:** 100

**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED SCHEDULE "A"  
**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 Directors:** 1  
**Max Number Of Directors:** 9  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED SCHEDULE "B"

**Other Information:****Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2021	2021/12/30

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2011/06/10	Incorporate Alberta Corporation
2019/07/08	Change Address

2021/12/30	Enter Annual Returns for Alberta and Extra-Provincial Corp.
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**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2011/06/10
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2011/06/10

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.



**THIS IS EXHIBIT “ G ”** referred to in  
the Affidavit of **NIKKI EBBERS**  
SWORN BEFORE ME this 18<sup>th</sup> day of  
AUGUST, 2022.



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**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025

July 28, 2022

**DELIVERED BY REGISTERED MAIL**

Faissal Mouhamad  
7157 50 Avenue  
Red Deer, AB T4N 4E4

**Susy Trace**  
Direct Line: 780.429.9713  
strace@millerthomson.com

File: 255685.0004

Dear Sir:

**Re: Royal Bank of Canada ("RBC")  
Loans to Faissal Mouhamad Professional Corporation (the "Borrower")  
Guaranteed by Faissal Mouhamad (the "Guarantor" or "you")  
Formal Demand for Payment**

Our office acts as legal counsel for RBC with respect to the above captioned matter.

As of July 28, 2022, the direct indebtedness owing to RBC by the Borrower is the total amount of \$557,181.33, plus interest from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to the Borrower by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all of RBC's legal fees and costs incurred on a solicitor and client full indemnity basis.

You granted a Guarantee and Postponement of Claim dated August 12, 2016 (the "**Guarantee**"), in favour of RBC, pursuant to which you guaranteed all indebtedness owing by the Borrower to RBC, up to the principal amount of \$3,250,000.00, plus interest thereon at the rate of 5.00% *per annum* above RBC's prime interest rate in effect from time to time, accruing from and including the date of demand, plus any and all costs incurred by RBC, including without limitation, legal costs incurred by RBC on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**").

On behalf of RBC we hereby demand payment of the Guarantee Liability from the Guarantor, which is in the amount of \$557,181.33, as of July 28, 2022, plus further accruing interest from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to the Borrower by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all further costs incurred by RBC, including, without limitation, all professional fees and legal costs on a solicitor and own client full indemnity basis.

Unless payment of the Guarantee Liability, in full, is received by RBC **within 10 days from the date of this letter**, RBC will take whatever action it deems necessary to recover the amounts owing. Please contact our office on the date the Guarantor intends to repay the Guarantee Liability to confirm the exact amount owing to RBC as of that date.

RBC reserves the right to accelerate the above demand period and to realize on any of the security it holds or otherwise take action prior to the date for payment in full specified above if RBC becomes aware of facts or circumstances which cause it to believe that the prospect for repayment of the above loans or its security position is in jeopardy.

Enclosed is a formal Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please note that the Borrower is also indebted to RBC pursuant to a Canada Emergency Business Account Loan in the amount of \$60,000.00 (the "**CEBA Loan**"). At this time RBC is not demanding repayment of the CEBA Loan from the Borrower; however, RBC reserves all rights and remedies to demand repayment of the CEBA Loan in future should RBC come to the conclusion that it is in its best interests to do so, and nothing in this letter is meant to relieve the Guarantor of any additional indebtedness owing to RBC pursuant to the Guarantee in the event RBC decides to demand repayment of the CEBA Loan from the Borrower.

In addition, you have guaranteed the indebtedness owing to RBC by related entities for which RBC has not yet demanded repayment. Nothing in this letter is meant to waive any rights or remedies that RBC has to demand payment from the Guarantor pursuant to such guarantees, or enforce any security given to RBC to secure any such guaranteed obligations and RBC reserves all of its rights and remedies related to such guarantees and security.

Please contact your solicitor should You have any questions with this letter.

Sincerely,

MILLER THOMSON LLP

Per:



Susy Trace  
Enclosures



FORM 86  
**NOTICE OF INTENTION TO ENFORCE A SECURITY**  
(Rule 124)

To: Faissal Mouhamad, an insolvent person (the "**Insolvent Person**")

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the property of the Insolvent Person described below:
  - (a) all indebtedness and liability, present or future owing to the Insolvent Person by Faissal Mouhamad Professional Corporation.
2. The security that is to be enforced is the following:
  - (a) Guarantee and Postponement of Claim dated August 12, 2016.
3. The total amount of indebtedness secured by the security as at July 28, 2022 totals the sum of \$557,181.33 plus interest upon such sum from and after July 29, 2022 at the *per diem* rate of \$102.45, plus all additional amounts advanced to Faissal Mouhamad Professional Corporation (the "**Borrower**") by reason of the revolving nature of the credit facilities available to the Borrower, plus interest on such amounts, plus all legal costs incurred by RBC on a solicitor and own client full indemnity basis.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 28<sup>th</sup> day of July, 2022.

**ROYAL BANK OF CANADA**

Per:



By its authorized agent and legal counsel,  
Susy Trace.  
Barrister and Solicitor





**SENDER: MILLER THOMSON LLP**  
**2590, 10155 - 102 Street**  
**Edmonton AB T5J 4G8**

**REGISTERED RECEIPT**



	<b>REGISTERED / RECOMMANDÉ</b> <b>DOMESTIC / RÉGIME INTÉRIEUR</b> CUSTOMER RECEIPT / REÇU DU CLIENT <b>R</b>
<b>To / Destinataire</b>	AUG 04 2022
<b>Name / Nom</b> Faissal Mouhamad 7151 50 Avenue Red Deer, AB T4N 4E4	<b>FOR DEIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON</b> 1.888.550.6333
<b>Declared Value / Valeur déclarée</b> \$	<b>CPC Tracking Number / Numéro de repérage de la ECP</b> RN 650 509 923 CA
33-086-504 (17-12)	



**Tracking number**

RN650509923CA

Delivered

Shipping service: Registered Mail

Delivery standard: Aug. 9

**Latest updates**

Date	Time	Location	Progress	Post office
Aug. 5	10:55 am		Signature unavailable; verbal signature.	
Aug. 5	10:55 am	RED DEER, AB	Delivered	
Aug. 5	8:06 am	RED DEER, AB	Item out for delivery	
Aug. 5	5:01 am	RED DEER, AB	Item processed	
Aug. 4	6:40 pm	EDMONTON, AB	Item processed	
Aug. 4	4:47 pm	EDMONTON, AB	Item accepted at the Post Office	

**Features and options**

Signature Required

**THIS IS EXHIBIT “ RR ”** referred to in  
the Affidavit of JOCELYN BERIAULT  
SWORN BEFORE ME this 19<sup>th</sup> day of  
AUGUST, 2022.



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**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

**Arsham Gill**  
*Barrister & Solicitor*  
Notary Public and Commissioner for Oaths  
In and for the Province of Alberta

# Bailiff's Report

Creditor: **Royal Bank of Canada**  
Debtor: **Faissal Mouhamad Professional Corporation**

I, Bradley Ames, of Red Deer, Alberta report that on Aug 17/22 I:

- effected seizure     attempted seizure     removed seized goods     attempted removal
- enforced court order     enforced Order for Possession     attempted to enforce an order

at 7151 Gaetz Ave E, Red Deer AB.

That in doing so I made 1 attempts and performed further investigations and work described in the addendum.

I served the following documents:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Warrant                                | <input type="checkbox"/> Notice – Appointment as Bailee                      |
| <input type="checkbox"/> Information for Debtor Form                       | <input type="checkbox"/> Notice of Objection to Seizure of Personal Property |
| <input checked="" type="checkbox"/> Notice of Seizure of Personal Property | <input type="checkbox"/> Sale Notice   |
| <input type="checkbox"/> Notice of Surrender                               | <input type="checkbox"/> Demand Notice Bailee                                |

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> on the debtor(s) | <input type="checkbox"/> by attaching the documents to the seized personal property / posting in a conspicuous place. |
|--|---|

The debtor provided the following email or fax number for service of future documents related to this file:

The seized property was: \_\_\_\_\_ Name, location, and phone number

- Surrendered to: \_\_\_\_\_
- Removed to: \_\_\_\_\_
- Left on a Bailee's Undertaking at: 7151 Gaetz Ave E, Red Deer AB

Pictures were taken

I have attached an Addendum of 1 pages, each page forming part of this Report.

I hereby certify that the information contained in this Report is true and complete. I understand that any false information may lead to charges under the Criminal Code and could result in the suspension or cancellation of my appointment as a bailiff.

Dated at Red Deer, Alberta on Aug 17/22.



Bailiff Signature: Bradley Ames

INSTRUCTING PARTY	CONTACT INFORMATION	CIVIL ENFORCEMENT AGENCY
<b>Miller Thomson LLP (Edmonton)</b> 2700 Commerce Place 10155 102 Street Edmonton Alberta T5J 4G8	Lori Toulgoet Direct Line: 403 668-8805 Ext: 8805 Email: lorit@ccebailiff.ca Office: Calgary Toll Free: 1 888 262-2626 Fax: 1 888 262-8803 Email: calgary@ccebailiff.ca	<b>Consolidated Civil Enforcement Inc</b> 300 801 Manning Road NE Calgary AB T2E 7M8

On Aug 17<sup>th</sup>, 2022, at 11:00 AM I arrived at Delta Dental 7151 Gaetz Ave E, Red Deer AB. I spoke to Faissal Mouhamad. I identified myself and showed him the Warrant. I explained why I was there and that I was going to be seizing and doing an inventory of all securities on the property. Faissal cooperated and gave me a list of inventories he had on the premises. I completed pictures and verified all serial numbers. Some items did not have a serial number, or the serial number was not able to be seen without tools/hardware. I seized all items listed in the Addendum to Notice of Seizure of personal Property pages 1 to 11. I served Faisall Mouhammad the seizure documents including Warrant, Notice of Seizure and copies of the addendum to Notice of Seizures. The personal property seized was left on a Bailee's Undertaking. Faisall Mouhammad signed the Bailees undertaking and was served copies. All property was left at 7151 Gaetz Ave. I completed seizure at 5:30 PM Aug 17<sup>th</sup>, 2022.



**Bradley Ames**

**Civil Enforcement Bailiff 355**





Appendix to Notice of Seizure of personal Property

168606-PP-3C

Recall/Upstairs	Quantity	Make	Model	Serial Number
<b>Area 1 - TS</b>				
Printer	1	Brother	MFC-L3750CDW	U65179H79H7N554850 - Seized
Scanner	1	Epson	ES400 II	XPZ048633 - Seized
Monitor	1	LG	24MP400	109NTZNH0837 - Seized
Keyboard	1	Logi	820008582	2135S402YZMB - Seized
Mouse	1	Logi	810-007156	2132LZM6XV8 - Seized
Tower	1	Dell	OptiPlex 3050	JSBDOM2 - Seized
Phone	1	Cisco	CP8845	FCH2328DEBJ - Seized
Chair	1	Fabrique	N/A	E48244 - Seized

<b>Area 2 - KB</b>				
Printer	1	Brother	MFC-L3770CDW	U65180F0N973417 - Seized
Scanner	1	Epson	ES400 II	X8PZ060959 - Seized
Monitor	1	Asus	11X238	FILMRS017507 - Seized
Keyboard	1	Dell	N/A	CN-0N6R8G-PRC00-78M-0263-A02 - Seized
Mouse	1	Souris	G5LBK	2046A39751 - Seized
Tower	1	Dell	OptiPlex 3050	JSBCJL2 - Seized
Phone	1	Cisco	CP8845	FCH2327FASL - Seized
Chair	1	Fabrique	N/A	E48244 - Seized

<b>Area 3 - AY</b>				
Scanner	1	Neat	ND1000	CNLF13B931PH - Seized
Monitor	1	Acer	KA272	MMTKVAA00205301F243W01 - Seized
Keyboard	1	Lenova	SD50L80031	949336685 - Seized
Mouse	1	Dell	MS116T	CN-0DV0RH-L0300-78L-1MML - Seized
Tower	1	Lenova	002CUS	MJ09LZ0S - Seized
Phone	1	Cisco	CP8845	FCH2328DECB - Seized
Chair	1	Fabrique	N/A	E48244 - Seized
Fan	1	Seville	Classic Tower	10119P - Seized

Bradley Ames *Bradley Ames*

Aug 17/22 *Red Deer*

Addendum to Notice of Seizure of Personal Property

	Quantity	Make	Model	Serial Number
<b>Sterilization</b>				
Sharps Bin	1	Covidien	Lot: 17268	Ref: 85161H - Seized
Lubrina	1	Lubrina	HIM-1	FG5009 - Seized
Hydrim 1	1	G4	C61W-D01	340117J00009 - Seized
Hydrim 2	1	G4	C61W-D01	340118A00076 - Seized
Sterilizer 1	1	Midmark	M11	V1864509 - Seized
Sterilizer 2	1	Midmark	M11	V1882189 - Seized
Sterilizer	1	Lexa	MN-111	140385 - Seized
Steri Tablet	1	Steri Log 1082	5-05763-27072-AA	B0BFAAF1-7664-4FFF-AF87-F018DACC061 - Seized
Steri Log Program	1	Steri Log 1082	215-300031032	N/A - Seized
Micro Etcher	1	N/A	N/A	N/A - Seized
Computer Monitor	1	Lenova	A16270QP1	1S61AFGAR1USV303W8W7 - Seized
	1			
Mouse	1	Dell	MS111P	DPPDCN0X9W32745844704 - Seized
Black Tower	1	Lenova	P330	8SS550T33197F7WH985009E - Seized
Grey Tower	1	Advantech	S45CS014A01	TBN519339 - Seized
Panoramic	1	Carestream	CS 9600	AS19CGE35445000073 - Seized
<b>Administration</b>				
<b>Area 1 - CF</b>				
Scanner	1	Epson	ES400 II	XPZ073112 - Seized
Monitor	1	Samsung	S27F350FHN	ZZN8H4ZJ901174M - Seized
Keyboard	1	Dell	N/A	CN-0N6R8G-PRC00 - Seized
Mouse	1	Dell	MS776T	CN-0DVORH-60300-78004LP - Seized
Tower	1	Lenova	002CUS	MI09LZ1F - Seized
Phone	1	Cisco	CP8845	FCH2327BSQ - Seized
Printer	1	Brother	MFC-L2710DW	U64969D7N899625 - Seized
<b>Area 2 - SP</b>				

print name Brodley Ames *Broddy*  
 Signature Broddy Ames  
 Date Aug 17/22  
 Red Deer AB Page 2



Addendum to Notice of Seizure of Personal Property

168606-DR-31

Quantity	Make	Model	Serial Number
1	Insignia	Unavailable	L2FH7YA022531 Seized
<b>Operatory 04</b>			
1	Belmont Phot-XIIS	AR-55WKCT08	EX17G0573 - Seized
2	Covidien	Lot: 17200	Ref: 85161H - Seized x2
1	Fiber Power		C614875 - Seized
1	Forest	FDC39H	B140297 - Seized
1	N/A	N/A	N/A - Seized
1	N/A	N/A	N/A - Seized
1	Acer	G236HL	MMLVNA0057130102A2482 - Seized
1	Logitech	K235	N/A - Seized
1	Souris Sans Fil	G5L-BK	2046A41802 - Seized
1	Dell	OptiPlex 3050	FC4V0M2 - Seized
1	Steri Log	X-1901C	19011912015 - Seized
1	Denmat Flashlite	CR1050	1803100053 - Seized
1	Ivoclar Vivodent	Silimat S6	101965 - Seized
1	Seville Classic Tower	10119P	N/A Seized
1	Insignia	Unavailable	L2FH7YA022534 Seized
<b>Intra Oral light 1</b>			
<b>Operatory 05</b>			
1	Belmont Phot-XIIS	AR-55WKCT08	EX17F0081 - Seized
2	Covidien	Lot: 17268	Ref: 85161H - Seized x2
1	Fiber Power		AS2746 Seized
1	Forest	FDC39H	B140295 - Seized
1	N/A	N/A	N/A - Seized
1	N/A	N/A	N/A Seized
1	N/A	81861	N/A - Seized
1	Acer	G236HL	MMLVNA00571002E482482 - Seized
1	Logitech	K235	N/A - Seized
1	Logitech	M170	1717L20NGW68 - Seized

Bradley Ames Aug 17/22 Red Oak AR

168606-DR-3C  
 Addendum to Notice of Seizure of Personal Property

Quantity	Make	Model	Serial Number
1	N/A	N/A	N/A - Seized
1	Acer	G236HL	MMLVNA00571002FAA2482 - Seized
1	Logitech	K235	1717L20CF1B8 - Seized
1		<del>M170</del>	
1	Dell	OptiPlex 3050	JSBF0M2 - Seized
1	Steri Log	X-1901C	19011912007 - Seized
1	Denmat Flashlite	CR1050	13-2350021508 - Seized
1	Dentsply Remfert	2770001000	A1375601 - Seized
1	Seville Classic Tower	10119P	N/A - Seized

Radio	Sony	ICF-C1	1359330 - Seized
TV	Insignia	Unavailable	LZFH4Y4004000 - Seized
IV Cart	Harloff	N/A	97838 - Seized
ECG Monitor	Edan	M50	333037-M11901800002 - Seized

**Operatory 03**

X-Ray Unit	Belmont Phot-XIIS # AR-55WKCT08		Eh22A0242 - Seized
Sharps Bin	Covidien	Lot: 17289	Ref: 85161H - Seized
Rear Delivery System	Fiber Power		A5a77a - Seized
Dental Chair	Forest	FDC39H	B140262 - Seized
Dental Light	N/A	N/A	N/A - Seized
Cavitron	Dentsply Plus	81857	G13634195 - Seized
Whitening Light	N/A	N/A	N/A - Seized
Computer Monitor	Acer	G236HL	MMLVNA00571002E482482 - Seized
Keyboard	Logitech	K235	N/A - Seized
Mouse	Logitech	M170	1717L20LF158 - Seized
Tower	Dell	OptiPlex 3050	FC6P0M2 - Seized
Steri Log Scanner	Steri Log	X-1901C	19011912006 - Seized
Curing Light	Denmat Flashlite	CR1050	2004400020 - Seized
Fan	Seville Classic Tower	10119P	N/A - Seized

Bradley Ames  
 Print name

Seville  
 Bail No. Seville  
 Aug 17/22 Ref Our AB

Addendum to Notice of Seizure of Personal Property

Quantity	Make	Model	Serial Number
1	Dell	OptiPlex 3050	FC5P0M2
1	Steri Log	X-1901C	:1934321090090
1	Seville Classic Tower	10119P	N/A
1	Insignia	Unavailable	Unavailable

**Operatory 06**

X-Ray Unit	Belmont Phot-XIIS	AR-55WKCT08	EX17D0139 - Seized
Sharps Bin	Covidien	Lot: 17268	Ref: 85161H - Seized x 2
Rear Delivery System	Fiber Power		SN A52774 - Seized
Dental Chair	Forest	FDC39H	B140253 - Seized
Dental Light	N/A	N/A	N/A - Seized
Whitening Light	N/A	N/A	N/A - Seized
Cavitron	N/A	81861	N/A - Seized
Computer Monitor	Acer	G236HL	MMLVNA005713010C62482 - Seized
Keyboard	Logitech	K235	N/A - Seized
Mouse	Logitech	M170	1717LZ0NGNJ8 - Seized
Tower	Dell	OptiPlex 3050	FC5Q0M2 - Seized
Steri Log Scanner	Steri Log	X-1901C	19011912012 - Seized
Fan	Seville Classic Tower	10119P	N/A - Seized
TV	Insignia	Unavailable	N/A - Seized
			NS-39DAS70CA17 - Seized

**Operatory 07**

X-Ray Unit	Belmont Phot-XIIS	AR-55WKCT08	EX1710049 - Seized
Sharps Bin	Covidien	Lot: 17200	Ref: 85161H - Seized
Rear Delivery System	Fiber Power		C614892 - Seized
Dental Chair	Forest	FDC39H	B140254 - Seized
Dental Light	N/A	N/A	N/A - Seized
Whitening Light	N/A	N/A	N/A - Seized
Cavitron	N/A	81861	N/A - Seized
Computer Monitor	Acer	G236HL	MMLVNA00571300FC42482

Tork Paper towel dispenser  
 Bradley Ames  
 Print Name: \_\_\_\_\_  
 Bailiff's Signature: *[Signature]*

D17-038-0938A0 - Seized  
 Date: 7/12/20  
 Receiver: AR

Addendum to Notice of Seizure of Personal Property

168606-DP-3C

Quantity	Make	Model	Serial Number
1	Logitech	K235	N/A Seized
1	ONN	ONNA19H0001C	N/A - Seized
1	Dell	OptiPlex 3050	FC550M2 - Seized
1	Steri Log	X-1901C	19011912017 - Seized
1	Seville Classic Tower	10119P	N/A - Seized
1	Insignia	Unavailable	CZF18Y4038261 - Seized

**Operatory 08**

1	Belmont Phot-XIIS	AR-55WKCT08	EX1710047 Seized
2	Covidien	Lot: 17268	Ref: 85161H - Seized x2
1	Fiber Power		6614888 - Seized
1	Forest	FDC39H	A52745 - Seized
1	N/A	N/A	B14695 - Seized
1	N/A	N/A	N/A - Seized
1	N/A	81861	N/A - Seized
1	Acer	G236HL	MMLVNA005713010CD2482 Seized
1	Dell	N/A	CN-ORKRON-LO200-78N-OGON-A03 Seized
1	Lenova	M01U00	855M50L24505AVLC97416T6 - Seized
1	Dell	OptiPlex 3050	FC6R0M2 Seized
1	Steri Log	X-1901C	19011912016 - Seized
1	Seville Classic Tower	10119P	N/A Seized
1	Insignia	Unavailable	Unavailable Seized

**Doctor's Office**

Area 1 - FM	Quantity	Make	Model	Serial Number
Monitor	1	Samsung	Unavailable	22U8HYZJ900689A - Seized
Keyboard	1	Acer	N/A	DICUSCIB05834100A4AK800 - Seized
Mouse	1	Dell	MS116T	CNODVORH-LO300-78L-1F0T - Seized
Tower	1	Lenova	002CUS	MJOBHC9D - Seized
Phone	1	Cisco	CP8845	FHC2328 - Seized
Printer	1	Brother		MFC-L3770CDN - Seized

Bradley Ames  
Printname

Brother  
Baillif Signature

Aug 17/22 Rec Dear AB

Addendum to Notice of Seizure of Personal Property

168606-0P-3C

Quantity	Make	Model	Serial Number
1	Brother	N/A	MFC-L3770CDWDEK7
<b>Area 2 - ZP</b>			
1	Dell	OptiPlex 3050	Unavailable MS1P-RMM-E2K-D10M003 - Seized
1	Acer	N/A	CN-ORKRON-LO300-78N-097H-A03 - Seized
1	Dell	MS116T	CN-ODVCRH-LO300-79E-09GQ - Seized
1	Samsung	Unavailable	Unavailable - Seized
<b>Area 3 - KP</b>			
1	Samsung	S27F350FHN	22N8H4ZJA00941T - Seized
1	HP	KB57211	672647-003 724720-001 - Seized
1	Souris Sans Fil	G5L-BK	1920A25068 - Seized
1	Dell	OptiPlex 3050 <sup>0</sup>	JSBC0M2 - Seized
1	Cisco	CP8845	FCH2327FAWF - Seized
<b>Area 4 - AB</b>			
1	Samsung	Unavailable	Unavailable S27F350FH - Seized
1	HP	59550-CA	2996019 - Seized
1	Dell	MS116T	CN-ODVORH-LO300-79E-0973 - Seized
1	Lenovo	002CUS	MJ09L21B - Seized
<b>Other</b>			
3	Carestream	RVG6200	HJJA0210/FIJA0040/HGJA0314/FHAA0044 FJA0020 Seized x 4
4	Carestream	RVG6200	HJJB0341/FJJB0202/JAIB0119/FJJB0207 - Seized x 4
4	Carestream	CS1500	:160889976559819
1	Global	N/A	N/A Seized
1	Global	N/A	N/A Seized
1	Phillips	M3857A	N/A - Seized
1	Bluebell Medical	N/A	N/A - Seized
1	Brother	MFC-9130CW	U63479681955747 - Seized
1	Motrx	MDM	28700 - Seized

Bradley Ames  Aug 17/22 Red Over AB  
 Print name  Signature  
 Page 4

SP Addendum to Notice of Seizure of Personal Property / 68606-DP-30

Quantity	Make	Model	Serial Number
Scanner 1	Epson	ES-400II	X8PZ058438 - Seized
Monitor 1	HP	Pavilion	3CM4180N2 - Seized
Keyboard 1	Dell	N/A	CN-0N6R8G-PRC00-78M00ERA02 - Seized
Mouse 1	Dell	MS116T	CN-0DVORH-LO300-79E09HN - Seized
Tower 1	Dell	OptiPlex 3050	JSB9JL2 MSIP-KMM-EAK-D18M003 - Seized
Phone 1	Cisco	CP8845	FCH2327ETT1 - Seized
Chair 1			2020030582 - Seized

Area 3 - RP

Scanner 1	Epson	ES400 II	X8PZ072313 - Seized
Monitor 1	Samsung	LS27F350F9NXZA	22N8H4ZI902704M - Seized
Keyboard 1	Dell	N/A	CN-0N6R8G-PRC00-78K06GQ-A02 - Seized
Mouse 1	Logitech	M170	1717LZ0NGWB8 - Seized
Tower 1	Dell	OptiPlex 3050	-MSIP-KMM-EAK-D18M003 - Seized
Phone 1	Cisco	CP8845	FCH2326DNYK - Seized
Chair 1	Fabrique	N/A	E48244 - Seized
Printer 1	Brother	MFC-L2710DW	U64969D1N899619 - Seized

Area 4 - MA

Scanner 1	Epson	ES400 II	X8PZ058438 - Seized
Monitor 1	Samsung	S27F350FHN	22N8H4ZJA01357B - Seized
Keyboard 1	Dell	N/A	CN-0N6R8G-PRC00 78M-00F0-A02 - Seized
Mouse 1	Logitech	M170	2017LZX6VFO8 - Seized
Tower 1	Dell	OptiPlex 3050	JSBBJL2 - Seized
Phone 1	Cisco	CP8845	FCH2327ETT3 - Seized
Chair 1	Fabrique	N/A	E48244 - Seized

Waiting Area

Chairs 12	N/A	N/A	N/A - Seized All 12
TV 1 West 1	N/A	N/A	D6C13CHT902240K - Seized

Brooklyn Adams  
 Print name  
 SAMSUNG  
 Bailey Signature  
 Aug 17/22 Red Deer AB  
 Page 8

Addendum to Notice of Seizure of Personal Property L8606-DP-R

Quantity	Make	Model	Serial Number
1	Samsung		N/A 06330208005852 - Seized
1	N/A	N/A	Item 101 - Seized
1			
1	Whirlpool	N/A	8LIECH-SC-SSS-5L-W-09 - Seized
7			- Seized
5			- Seized
<b>Operator 01</b>			
1	Belmont Phot-XIIS	AR-55WKCT08	EX1710048 - Seized
2	Covidien	Lot: 17085	Ref: 85161H - Seized x2
1	Fiber Power		AS276A B140252 - Seized
1	Forest	FDC39H	N/A - Seized
1	N/A	N/A	N/A - Seized
1	N/A	N/A	N/A - Seized
1	Acer	G236HL	MMLVNA00571002FAA2482 - Seized
1	Logitech	K235	N/A - Seized
1	Logitech	M170	1717LZ0635A8 - Seized
1	Dell	OptiPlex 3050	JSBB0M2 - Seized
1	Steri Log	X-1901C	19011912013 - Seized
1	Denmat Flashlite	9163201	2004400020 - Seized
1	Ivoclar Vivident	Silimat S6	100992 - Seized
1	Seville Classic Tower	10119P	N/A - Seized
1	Sony	ICF-C1	2610573 - Seized
1	Insignia	Unavailable	Unavailable
<b>Intra Oral Camera 1</b>			
<b>Operator 02</b>			
1	Belmont Phot-XIIS	AR-55WKCT08	EX17F0086 - Seized
2	Covidien	Lot: 17268	Ref: 85161H - Seized x2
1	Fiber Power		AS276A - Seized
1	Forest	FDC39H	B140252 - Seized
1	N/A	N/A	N/A - Seized

Brooklyn Area *Boyle* Aug 17/22 Red Sea AB  
 Print name Boyle Signature

Addendum to Notice of Seizure of Personal Property

168606-DA31

Quantity	Make	Model	Serial Number
1	Welch Allyn	N/A	N/A - Seized
1	Dell	N/A	23SG3Y2 - Seized
1	APC	N/A	N/A - N/S - Seized
1	Dell	N/A	CN-0N6R8GPRC0078J04CYA02 - Seized
1	Logitech	M170	1717LZ0K34D8 - Seized
1	Dell	N/A	CN-0488CGWS200982300LA11 - Seized
1	Intra Oral Scanner	I500	ANZ101100068 - Seized
1	CORE	N/A	N/A - Seized
1	Straumann	U1095749000	100780 Seized

Brady Ares *Brady* Aug 17/22 Red Deer AB  
 Print name Bailiff's Signature



## ADDENDUM TO NOTICE OF SEIZURE OF PERSONAL PROPERTY

19	Box toothpaste	70-2010-5656-4	
24	Crest toothpaste	4-05-13-10	
1	General Electric Fridge		GDE2IDSKFKS5T11315407
1	Panasonic Microwave	EB03951140417706110965	
1	Primo	1708020531	
1	Table (office)		
7	Chairs (office)		
4	Lockers 4x4 (2x2)		
1	Samsung tv		
1	Land Rover Discovery	★	SALRG2RUSK2412525
	- All Syringes		
	- All Medical Instruments		
	- All Gloves		
	- All PPE		

Dated at Red Deer, Alberta, this 17 day of Aug 2022

*K. Kealley*  
Baillif's Signature

*Bradley Jones*  
Print Name

**EXPLANATION OF BAILEE'S UNDERTAKING**

The Bailee is responsible to the Civil Enforcement Agency and their Bailiff for the seized personal property. The seized personal property must be preserved in its present condition and value until he or she is relieved of this responsibility by the Civil Enforcement Agency. The Bailee agrees to keep the seized property in their possession or control and is responsible for its safekeeping and delivery to the Agency or its Bailiff upon demand.

The Bailee shall advise the Civil Enforcement Agency in writing, of any change of address or any incidents involving the seized property that would affect the value of the property in any way. If the Bailee is the debtor, he or she may use the seized property in the normal fashion it was designed and purchased for.

The Bailee may request in writing that the Civil Enforcement Agency relieve him or her of their responsibility for the seized personal property in the event that he or she no longer wishes to be responsible for the seized property, or is planning to move.

**NOTE:** *The Bailee is not relieved of his or her responsibility pursuant to the Bailee's Undertaking until notified in writing by the Civil Enforcement Agency or the Agency's Bailiff removes the seized property from the Bailee's possession.*

**EXCERPTS FROM THE CRIMINAL CODE**

**Theft by Bailee of Things Under Seizure (Section 324)**

Everyone who is a Bailee of anything that is under lawful seizure by a Peace Officer or Public Officer in the execution of the duties of his or her office, and who is obliged by law or agreement to produce and deliver it to that officer or another person entitled thereto at a certain time and place, or on demand, steals it if he or she does not produce or deliver it in accordance with his or her obligation, but he or she does not steal if it his or her failure to produce or deliver it is not the result of a willful act or omission by him or her.

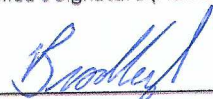
**Punishment for Theft (Section 334)**

Except where otherwise provided by law, every one who commits theft (a) is guilty of an indictable offence and liable to imprisonment for a term not exceeding ten years, where the property stolen is a testamentary instrument or where the value of what is stolen exceeds five thousand dollars; or (b) is guilty (i) of an indictable offence and is liable to imprisonment for a term not exceeding two years, or (ii) of an offence punishable on summary conviction, where the value of what is stolen does not exceed five thousand dollars.

Faizal Mounamad  
Bailee's Printed Name

  
Bailee's Signature (Acknowledging having read the above)

Bradley Ames Badge #  
Bailiff's Name & Bailiff #

  
Bailiff's Signature (Witness to Bailee's Signature)

## Bailee's Undertaking

In consideration of the seized personal property listed in the attached Notice of Seizure of Personal Property being left in my possession, I agree to act as Bailee for Consolidated Civil Enforcement Inc. and keep the said personal property in good condition at:



7151 Gaetz Ave E. Red Deer AB

Address or Land Location Where Personal Property Will Be Stored

and deliver it to Consolidated Civil Enforcement Inc. whenever and wherever it may be required, in the same condition as it was delivered to me. I further agree to insure the property against theft, damage, or any other loss while in my possession.

*I understand that non-delivery or conversion of the personal property may result in a conviction under the Criminal Code for which a term of imprisonment may be imposed.*

Dated a Red Deer, Alberta, on August 17<sup>th</sup>.

<p><b>BAILEE</b></p>	<p><b>WITNESS</b></p>
<p></p>	<p></p>
<p>Signature of Bailee</p>	<p>Signature of Witness</p>
<p><u>Faissal Mouhamad</u></p>	<p>Bradley Ames</p>
<p>Print Name of Bailee</p>	
<p><b>ADDRESS OF BAILEE</b></p>	<p><b>ADDRESS OF WITNESS</b></p>
<p><u>7151 50<sup>th</sup> Ave</u> <u>Red Deer, AB</u> <u>T4N 4E4</u></p>	<p>300 801 Manning Road NE Calgary, AB T2E 7M8</p>
<p>Telephone: <u>403-347-7477</u></p>	<p>Telephone: 403-262-8800</p>
<p>Fax: <u>403-986-5633</u></p>	<p>Fax: 403-262-8801</p>

**NOTE: ATTACH TO EACH COPY OF THE NOTICE OF SEIZURE OF PERSONAL PROPERTY**

**TAB 3**

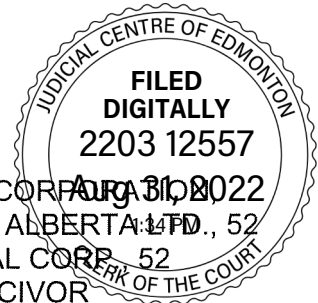
COURT FILE NUMBER 2203 12557

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 CORPORATION, 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 NIKKI EBBERS

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 NIKKI EBBERS**  
**Sworn on August 30<sup>th</sup> , 2022**

I, Nikki Ebbers, of the City of Edmonton, in the Province of Alberta, SWEAR AND SAY THAT:

**SERVICE OF THE APPLICATION MATERIAL**

1. I am employed by the law firm of Miller Thomson LLP, counsel for the above-named Plaintiff, and as such have personal knowledge of the matters hereinafter deposed to, except where stated to be on information and belief, and where so stated I believe the same to be true.
2. The unfiled 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 August 23, 2022 is referred to herein as the "**Application**".
3. The unfiled Affidavit of Jocelyn Beriault sworn August 19, 2022 is referred to herein as the "**Affidavit**".
4. The unfiled Consent to Act as Receiver is referred to herein as the "**Consent**".

5. The unfiled Bench Brief of Royal Bank of Canada is referred to herein as the **"Brief"**.
6. The unfiled Book of Authorities of Royal Bank of Canada is referred to herein as the **"BOA"**.
7. The unfiled Statement of Claim, filed on August 17, 2022 is referred to herein as the **"SOC"**, and together with the Application, the Affidavit, the Consent, the Brief and the BOE, the **"Application Material"**.
8. Attached to this my Affidavit and marked collectively as **Exhibit "A"** is a copy of the service list in these proceedings as well as a service letter dated August 19, 2022 (the **"Service Letter"**).
9. Attached to this my Affidavit and marked as **Exhibit "B"** is a copy of the Letter to Justice Hillier dated August 19, 2022.

#### **SERVICE VIA EMAIL**

10. On August 19, 2022, I served the Application Material, the Service Letter and the letter to Justice Hillier via email to Faissal Mouhamad Professional Corporation, Mclvor Developments Ltd., 985482 Alberta Ltd., 52 Wellness Centre Inc., Paradise Mclvor Developments Ltd., Michael Dave Management Ltd., and Faissal Mouhamad, through their counsel, Warren Sinclair LLP, MNP LLP, through their counsel, McMillan LLP, College of Dental Surgeons of Alberta, The Bank of Nova Scotia, Patterson Dental Canada Inc., and Nissan Canada Inc.
11. Attached hereto and marked as **Exhibit "C"** is a copy of the email referred in the above paragraph.
12. On August 22, 2022, I served the Application Material the Service Letter and the letter to Justice Hillier via email to 1193770 Alberta Ltd through their counsel Hendrix law.
13. Attached hereto and marked as **Exhibit "D"** is a copy of the email referred in the above paragraph.
14. On August 22, 2022, I served the Application Material the Service Letter and the letter to Justice Hillier via email to Mohamad Mohamad.
15. Attached hereto and marked as **Exhibit "E"** is a copy of the email referred in the above paragraph.

#### **SERVICE VIA COURIER / REGISTERED MAIL**

16. On August 19, 2022, I served the Application Material, the Service Letter and the letter to Justice Hillier on Fetoun Ahmad AKA Fetoun Ahmed by inserting same into an envelope with a cover letter and sending same via registered mail to c/o 52-26534 Township 384, Red Deer County, AB T4E 1A1.
17. Attached hereto and marked as **Exhibit "F"** is Purolator Receipt evidencing the mail instructions, together with a copy of the Purolator Results evidencing that the courier delivery was unavailable.
18. On August 19, 2022, I served the Application Material, the Service Letter and the letter to Justice Hillier on Jovica Property Management Ltd., 1105550 Alberta Inc., 1245233 Alberta Inc. and Solar Star Holdings Inc. by inserting same into an envelope with a cover letter and sending same via courier to c/o 500, 707 -7 Avenue, SW, Calgary AB T2P 3H6.

19. Attached hereto and marked as **Exhibit "G"** is the Purolator Receipt evidencing the mail instructions, together with a copy of the Purolator Results evidencing that the courier referred to in the paragraph above was successfully delivered on August 23, 2022.
20. On August 19, 2022, I served the Application Material, the Service Letter and the letter to Justice Hillier on ATB Financial by inserting same into an envelope with a cover letter and sending same via courier to c/o 3699 63 Avenue NE, Calgary, AB T3J 0G7.
21. Attached hereto and marked as **Exhibit "H"** is the Purolator Receipt evidencing the mail instructions, together with a copy of the Purolator Results evidencing that the courier referred to in the paragraph above was successfully delivered on August 23, 2022.
22. On August 19, 2022, I served the Application Material, the Service Letter and the letter to Justice Hillier on Bank of Montreal by inserting same into an envelope with a cover letter and sending same via courier to c/o 2<sup>nd</sup> Fl, 234 Simcoe ST., Toronto, ON M5T 1T4.
23. Attached hereto and marked as **Exhibit "I"** is the Purolator Receipt evidencing the mail instructions, together with a copy of the Purolator Results evidencing that the courier referred to in the paragraph above has not been delivered as they have moved.
24. On August 19, 2022, I served the Application Material on CWB National Leasing Inc., the Service Letter and the letter to Justice Hillier by inserting same into an envelope with a cover letter and sending same via courier to c/o 1525 Buffalo Place, Winnipeg MB R3T.
25. Attached hereto and marked as **Exhibit "J"** is the Purolator Receipt evidencing the mail instructions, together with a copy of the Purolator Results evidencing the courier referred to in the paragraph above was successfully delivered on August 23, 2022.

***SERVICE VIA FAX:***

26. On August 19, 2022, I served the Application Material (without exhibits), the Service Letter and the letter to Justice Hillier on Delta Dental Corporation and 52 Dental Corporation through their counsel, Gary Borris Law office via facsimile to 403-346-8661.
27. Attached hereto and marked as **Exhibit "K"** is the facsimile confirmation sheet evidencing successful delivery of the facsimile referred above.
28. On August 19, 2022, I served the Application Material (without exhibits), the Service Letter and the letter to Justice Hillier on the Canada Revenue Agency Agency by sending a copy of the same by facsimile to 866-219-0311.
29. Attached hereto and marked as **Exhibit "L"** is the facsimile confirmation sheet evidencing successful delivery of the facsimile referred above.
30. On August 19, 2022, I served the Application Material, (without exhibits), the Service Letter and the letter to Justice Hillier on Mahmoud Mohamad through his counsel his counsel Anderson James McCall by sending a copy of the same by facsimile to 403-221-8339.
31. Attached hereto and marked as **Exhibit "M"** is the facsimile confirmation sheet evidencing successful delivery of the facsimile referred above.

**SERVICE OF THE INTERIM RECEIVERSHIP ORDER**

32. On August 23, 2022, Justice S.D. Hillier granted an Interim Receivership Order in these Proceedings along with an adjournment of the Application to September 14, 2022 ( the "**Order**")

**SERVICE VIA EMAIL**

- 33. On August 24, 2022, I served the Order via email to Faissal Mouhamad Professional Corporation, Mclvor Developments Ltd., 985482 Alberta Ltd., 52 Wellness Centre Inc., Paradise Mclvor Developments Ltd., Michael Dave Management Ltd., and Faissal Mouhamad, through their counsel, Warren Sinclair LLP, MNP LLP, through their counsel, McMillan LLP, Fetoun Ahmad AKA Fetoun Ahmed, Delta Dental Corporation and 52 Dental Corporation through their counsel Cody & Company Law Office; College of Dental Surgeons of Alberta, the Bank of Nova Scotia, 1193770 Alberta Ltd., Patterson Dental Cana Inc., Nissan Canada Inc., Mahmoud Mohamad through his counsel, Wilson Laycraft, and Mohamad Mohamad.
- 34. Attached hereto and marked as **Exhibit "N"** is a copy of the email referred in the above paragraph and cover letter dated August 24, 2022.


**SERVICE VIA COURIER / REGISTERED MAIL**

- 35. On August 24, 2022, I served the Order on Jovica Property Management Ltd., 1105550 Alberta Inc., 1245233 Alberta Inc. and Solar Stre Holdings Inc. by inserting same into an envelope with a cover letter and sending same via courier to c/o 500, 707 -7 Avenue, SW, Calgary AB T2P 3H6.
- 36. Attached hereto and marked as **Exhibit "O"** is the Purolator Receipt evidencing the mail instructions, together with a copy of the Purolator Results evidencing that the courier referred to in the paragraph above was successfully delivered on August 25, 2022.
- 37. On August 24, 2022, I served the Order on ATB Financial by inserting same into an envelope with a cover letter and sending same via courier to c/o 3699 63 Avenue NE, Calgary, AB T3J 0G7.
- 38. Attached hereto and marked as **Exhibit "P"** is the Purolator Receipt evidencing the mail instructions, together with a copy of the Purolator Results evidencing that the courier referred to in the paragraph above was successfully delivered on August 25, 2022.
- 39. On August 24, 2022, I served the Order on CWB National Leasing Inc. by inserting same into an envelope with a cover letter and sending same via courier to c/o 1525 Buffalo Place, Winnipeg MB R3T 1L9.

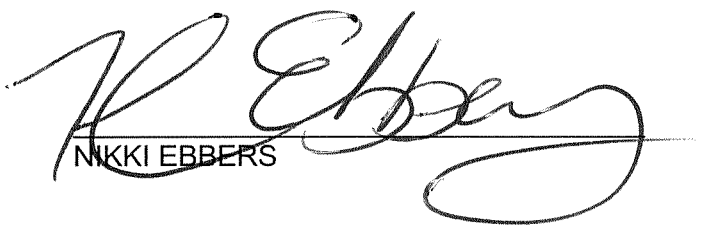
**SERVICE VIA FAX:**

- 40. On August 24, 2022, I served the Order on Canada Revenue Agency Agency by sending a copy of the same by facsimile to 866-219-0311.
- 41. Attached hereto and marked as **Exhibit "P"** is the facsimile confirmation sheet evidencing successful delivery of the facsimile referred above.

SWORN BEFORE ME at Edmonton, Alberta,  
this 30<sup>th</sup> day of August, 2022.

  
 \_\_\_\_\_  
 Commissioner for Oaths in and for the  
 Province of Alberta

**TOMOE AOKI**  
 MY COMMISSION EXPIRES  
 JUNE 4, 2025

  
 \_\_\_\_\_  
 NIKKI EBBERS



**THIS IS EXHIBIT "A"** referred to in  
the Affidavit of NIKKI EBBERS  
SWORN BEFORE ME this 30<sup>TH</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 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
FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD., 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 Adam C. Maerov and Kourtney Rylands	Via email: adam.maerov@mcmillan.ca and kourtney.rylands@mcmillan.ca

Party	Counsel	Address	Delivery
FETOUN AHMAD also known as FETOUN AHMED		52-26534 Township Road 384 Red Deer County, AB T4E 1A1	Courier
DELTA DENTAL CORP	Gary Boris law office	4921 49 St #202, Red Deer, AB T4N 1V2	Via Fax: 1-403-346-8661
52 DENTAL CORPORATION	Gary Boris law office	4921 49 St #202, Red Deer, AB T4N 1V2	Via Fax: 1-403-346-8661
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: <a href="mailto:reception@cdsab.ca">reception@cdsab.ca</a>  Via email (Attention: Colleen Wetter): <a href="mailto:complaintsdirector@adaandc.com">complaintsdirector@adaandc.com</a>
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: <a href="mailto:bsc@scotiabank.com">bsc@scotiabank.com</a>

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 Email: ppsa.adminstration@cwbnationalleasing.com
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: btwerdoff@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
Mahoud Husen Mohamad	Anderson James McCall	300, 444 5 <sup>th</sup> Ave SW Calgary, AB T2P 2T8 <b>Attention: Brad Findlater</b>	Via Fax: 403.221.8339



August 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., Faissal Mouhamad and Fetoun Ahmad AKA Fetoun Ahmed (the "Defendants")**

**Action No. 2203 12557 (the "Action")**

**Application to be Heard August 23, 2022 (the "Application")**

We are counsel for RBC respecting the matters raised in the Action. Further to the above-referenced matter, please find enclosed for service upon the parties noted on the enclosed Service List a copy of the following unfiled documents in support of the Application:

1. Letter to Justice Hillier dated August 19, 2022;
2. Application for the Appointment of a Receiver or a Receiver and Manager over Faissal Mouhamad Professional Corporation, Delta Dental Corp. and 52 Dental Corporation, to be filed;
3. Affidavit of Jocelyn Beriault, to be filed;
4. Consent to Act as Receiver, to be filed;
5. Bench Brief in support of this Application, to be filed;
6. Book of Authorities, to be filed; and
7. Statement of Claim, filed.

We will be filing the enclosed materials on Monday (with the exception of the Statement of Claim which has already been filed) and will provide the parties noted on the Service List with filed cover pages for the materials when we receive them back from the Court. Please note we have sent only the body of the Affidavit and Book of Authorities to those persons who are being served by Facsimile due to their size. Please contact our office and provide an email address in the event the Exhibits to the affidavit and Book of Authorities are required.

Please note that the Application is scheduled to be heard on Tuesday of next week. We apologize for the short notice and ask that you turn your immediate attention to this matter.

**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**  
ST/ne

Enclosures





**THIS IS EXHIBIT “B”** referred to in  
the Affidavit of NIKKI EBBERS  
SWORN BEFORE ME this 30<sup>TH</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025



August 19, 2022

The Honourable Justice Steve D. Hillier  
Court of Queen's Bench of Alberta  
Edmonton Courts Centre  
1A Sir Winston Churchill Square  
Edmonton, AB T5J 0R2

**Susy Trace**  
Direct Line: 780.429.9713  
strace@millerthomson.com

File: 0255685.2

Via Email:  
CommercialCoordinator.QBEdmonton@albertacourts.ca

My Lord:

**Re: ROYAL BANK OF CANADA ("RBC") 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**

**Court of Queen's Bench Action No. 2203 12557 (the "Action")**

**Application for the appointment of a Receiver to be Heard on August 23, 2022 at 10:00 a.m.**

We are solicitors for RBC respecting matters raised in the Action. In anticipation of the Application to be heard on August 23, 2022, at 10:00 a.m. before your Lordship, we hereby enclose the following unfiled materials:

1. Statement of Claim;
  2. Application for the Appointment of a Receiver over Faissal Mouhamad Professional Corporation ("FMPC"), Delta Dental Corp. ("Delta Corp.") and 52 Dental Corporation ("52 Dental") returnable August 23, 2022, at 10:00 a.m.;
  3. Affidavit of Jocelyn Beriault sworn August 19, 2022;
  4. Brief of the Applicant, Royal Bank of Canada;
  5. Book of Authorities of the Applicant, Royal Bank of Canada;
  6. Consent to Act as Receiver signed by MNP Ltd.; and
  7. Comparison of the Receivership Order to the template;
- (collectively the "**Materials**").

Please note that we will be submitting the enclosed Materials for filing on Monday, and will be delivering to Your Lordship hard copies of the Materials on Monday morning.

We apologize for the late provision of these materials to the Court and to the parties noted on the enclosed service list, however, much of the information in the Affidavit has come to the attention of our client very recently and we have been working diligently and as quickly as possible to complete the Materials. We are of the view that this matter is urgent as RBC has evidence that property secured to it has been transferred by FMPC to one or more of Delta Corp. and 52 Dental out of the ordinary course of business and without the prior written consent of RBC to a non arms' length party. Delta Corp. was recently transferred to Fetoun Ahmad also known as Fetoun Ahmed ("**Fetoun**") by Faissal Mouhamad ("**Faissal**"). Fetoun is also the sole voting shareholder and director of 52 Dental. Fetoun is Faissal Mouhamad's wife and Faissal is the principal of FMPC.

In addition, RBC has recently learned that FMPC and 985 have made payments in the amount of at least \$1,100,500.00 to or for the benefit of Delta Corp. and 52 Dental in several tranches beginning in December of 2021. RBC has also identified several other payments made to or for the benefit of relatives and related parties to Faissal by FMPC and 985 who, at least ostensibly, have not provided any goods or services to FMPC.

The facts and circumstances respecting the above referenced transfer of security and payments are in the enclosed Affidavit and Brief of Law.

In light of the above, RBC is concerned that its security position has eroded by reason of the transfer and the payments, and believes its security position to be in jeopardy. As a result, we are respectfully requesting leave from your Lordship to file and serve the Materials late.

It is incumbent upon me to advise Your Lordship that Matthew Park of Warren Sinclair LLP is representing FMPC and Faissal (among others) in this matter. He has advised that he will not be in a position to provide the Court responding materials in time for the Application. In addition, Mr. Park has advised me that Fetoun is out of the Country and that he is not representing her, Delta Corp. and 52 Dental. We are nonetheless requesting that the matter proceed on Tuesday given RBC's concern that its security position is in jeopardy.

We thank Your Lordship in advance for considering this request and would be pleased to provide any additional information that the Court may require.

Yours truly,

MILLER THOMSON LLP

Per:



Susy Trace  
Partner  
ST/ne  
Encl.

- c. Miller Thomson LLP  
**Attn: Mark Siry**
- c. Service List



**THIS IS EXHIBIT “C”** referred to in  
the Affidavit of NIKKI EBBERS  
SWORN BEFORE ME this 30<sup>TH</sup> day of  
AUGUST, 2022.



---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025

## Ebbers, Nikki

---

**From:** Ebbers, Nikki <nebbbers@millerthomson.com>  
**Sent:** Friday, August 19, 2022 5:36 PM  
**To:** MPark@warrensinclair.com; adam.maerov@mcmillan.ca; kourtney.rylands@mcmillan.ca; reception@cdsab.ca; complaintsdirector@adaandc.com; bsc@scotiabank.com; collateral.guard@teranet.ca; ppsa.adminstration@cwbnationalleasing.com; btwerdoff@hendrixlaw.ca; absecparties@avssystem.com  
**Cc:** Trace, Susy; Siry, Mark  
**Subject:** 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 2022 10:00 AM - HILLIER, J [MTDMS-Legal.FID11500664]  
**Attachments:** 64389450\_1\_Ltr to service list -Service of Application - .PDF; 64389440\_1\_Service List .PDF; 64389296\_1\_Letter to J Hillier - Aug 19, 2022 .PDF

Good morning,

Please find attached correspondence from Ms. Trace.

Due to the size of the material, I created a channel on Miller Thomson's file transfer site (TitanFile) and uploaded some documents for your review. In order to access the documents, you will need to create an account with TitanFile by clicking on the green Access Files button in the email notification you will be receiving shortly from [notifications@app.titanfile.com](mailto:notifications@app.titanfile.com). Look for the button re **forgot password?** and click on it to create your account. Once the channel is open, double-click on the zip file to download.

*If you do not receive the notification in your Inbox in the next 15 minutes, please check your junk folder for the TitanFile notification as it may be identified as spam mail.*

Thank you,

**NIKKI EBBERS**  
Legal Assistant

Miller Thomson LLP  
Services provided through Miltom Management LP  
2700 Commerce Place  
10155 - 102 Street  
Edmonton, Alberta T5J 4G8  
**Direct Line:** +1 780.429.9423  
**Fax:** +1 780.424.5866  
**Email:** [nebbbers@millerthomson.com](mailto:nebbbers@millerthomson.com)  
[millerthomson.com](http://millerthomson.com)



Please consider the environment before printing this email.

**THIS IS EXHIBIT “D”** referred to in  
the Affidavit of NIKKI EBBERS  
SWORN BEFORE ME this 30<sup>TH</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025

## Ebbers, Nikki

---

**From:** Ebbers, Nikki  
**Sent:** Monday, August 22, 2022 11:42 AM  
**To:** Denise Hendrix  
**Subject:** RE: 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 2022 10:00 AM - HILLIER, J [MTDMS-Legal.FID11500664]

Thanks Leahanne,

I will send over the remaining documents through our sharefile site Titan file.

In order to access the documents, you will need to create an account with TitanFile by clicking on the green Access Files button in the email notification you will be receiving shortly from [notifications@app.titanfile.com](mailto:notifications@app.titanfile.com). Look for the button re **forgot password?** and click on it to create your account. Once the channel is open, double-click on the zip file to download.

*If you do not receive the notification in your Inbox in the next 15 minutes, please check your junk folder for the TitanFile notification as it may be identified as spam mail.*

Thank you,

**From:** Denise Hendrix <dhendrix@hendrixlaw.ca>  
**Sent:** Monday, August 22, 2022 11:32 AM  
**To:** Ebbers, Nikki <nebbbers@millertthomson.com>  
**Subject:** **[\*\*EXT\*\*]** RE: 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 2022 10:00 AM - HILLIER, J [MTDMS-Legal.FID11500664]

Thanks  
This email is fine  
Leahanne for

**Denise M. Hendrix**  
Hendrix Law  
#500, 707 – 7<sup>th</sup> Avenue SW  
Calgary, Alberta, T2P 3H6  
Toll Free: 1-855-580-9400  
Phone: 403-269-9400 Ext. 231  
Fax 403-266-2447

Please note that all Court Hearings are set for attendance by phone or WebEx only, except for Provincial Court Matters and jury trials. **DO NOT GO TO THE COURT HOUSE** on a foreclosure action, except to file documents and even that they would prefer you email your filing requests in for safety reasons.

Land Titles has closed their front counter as of March 18<sup>th</sup>. Documents can still be submitted for registration and all regularly schedule real estate transactions and fundings will still occur in our office on the basis of Title Insurance or Western Protocol closings.

AGAIN, EMAIL WILL BE OUR BEST FORM OF COMMUNICATION UNTIL THE END OF THE YEAR.

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**From:** Ebbers, Nikki <[nebbbers@millertthomson.com](mailto:nebbbers@millertthomson.com)>

**Sent:** August 22, 2022 9:30 AM

**To:** Denise Hendrix <[dhendrix@hendrixlaw.ca](mailto:dhendrix@hendrixlaw.ca)>

**Subject:** FW: 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 2022 10:00 AM - HILLIER, J [MTDMS-Legal.FID11500664]

Good morning,

I sent the below to "[btwerdoff@hendrixlaw.ca](mailto:btwerdoff@hendrixlaw.ca)".

Can you confirm who I should send the attached to.

Thank you,

**NIKKI EBBERS**

Legal Assistant

**Miller Thomson LLP**

Services provided through Miltom Management LP

2700 Commerce Place

10155 - 102 Street

Edmonton, Alberta T5J 4G8

**Direct Line:** +1 780.429.9423

**Fax:** +1 780.424.5866

**Email:** [nebbbers@millertthomson.com](mailto:nebbbers@millertthomson.com)

[millertthomson.com](http://millertthomson.com)



MILLER THOMSON  
AVOCATS : LAWYERS

Please consider the environment before printing this email.

**From:** Ebbers, Nikki

**Sent:** Friday, August 19, 2022 5:36 PM

**To:** [MPark@warrensinclair.com](mailto:MPark@warrensinclair.com); [adam.maerov@mcmillan.ca](mailto:adam.maerov@mcmillan.ca); [kourtney.rylands@mcmillan.ca](mailto:kourtney.rylands@mcmillan.ca); [reception@cdsab.ca](mailto:reception@cdsab.ca); [complaintsdirector@adaandc.com](mailto:complaintsdirector@adaandc.com); [bsc@scotiabank.com](mailto:bsc@scotiabank.com); [collateral.guard@teranet.ca](mailto:collateral.guard@teranet.ca); [p psa.adminstration@cwbnationalleasing.com](mailto:p psa.adminstration@cwbnationalleasing.com); [btwerdoff@hendrixlaw.ca](mailto:btwerdoff@hendrixlaw.ca); [absecparties@avssystems.ca](mailto:absecparties@avssystems.ca)

**Cc:** Susy Trace ([strace@millertthomson.com](mailto:strace@millertthomson.com)) <[strace@millertthomson.com](mailto:strace@millertthomson.com)>; Siry, Mark <[msiry@millertthomson.com](mailto:msiry@millertthomson.com)>

**Subject:** 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 2022 10:00 AM - HILLIER, J [MTDMS-Legal.FID11500664]

Good morning,

Please find attached correspondence from Ms. Trace.



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SWORN BEFORE ME this 30<sup>TH</sup> day of  
AUGUST, 2022.



---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 20<sup>25</sup>

## Ebbers, Nikki

---

**From:** Mohamad Mohamad <mmohamad@mcivordevelopments.com>  
**Sent:** Monday, August 22, 2022 11:13 AM  
**To:** Ebbers, Nikki  
**Subject:** **[\*\*EXT\*\*]** Re: 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 2022 10:00 AM - HILLIER, J [MTDMS-Legal.FID11500664]

**FilingDate:** 8/22/2022 11:16:00 AM

Thank you!

Regards,  
Mohamad Mohamad  
McIvor Urban Developments Ltd.

On Mon, Aug 22, 2022 at 10:35 AM Ebbers, Nikki <[nebbbers@millერთhompson.com](mailto:nebbbers@millერთhompson.com)> wrote:

Further to the above, I have sent the Application material via our Titanfile.

Due to the size of the material, I created a channel on Miller Thomson's file transfer site (TitanFile) and uploaded some documents for your review. In order to access the documents, you will need to create an account with TitanFile by clicking on the green Access Files button in the email notification you will be receiving shortly from [notifications@app.titanfile.com](mailto:notifications@app.titanfile.com). Look for the button re **forgot password?** and click on it to create your account. Once the channel is open, double-click on the zip file to download.

*If you do not receive the notification in your Inbox in the next 15 minutes, please check your junk folder for the TitanFile notification as it may be identified as spam mail.*

Thank you,

**NIKKI EBBERS**  
Legal Assistant

Miller Thomson LLP  
Services provided through Miltom Management LP  
2700 Commerce Place  
10155 - 102 Street  
Edmonton, Alberta T5J 4G8  
**Direct Line:** +1 780.429.9423  
**Fax:** +1 780.424.5866  
**Email:** [nebbbers@millერთhompson.com](mailto:nebbbers@millერთhompson.com)  
[millერთhompson.com](http://millერთhompson.com)



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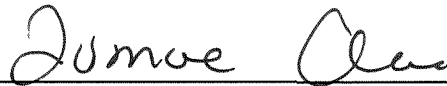
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---

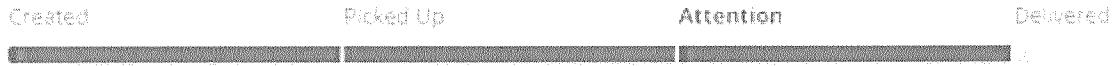
**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025

**Ebbers, Nikki**

**Subject:** FW: Fetoun Ahmad also known as Fetoun Ahmed - attempted delivery [MTDMS-Legal.FID11500664]

**Shipment: 333688382329**



**Attention**

Estimated Delivery Date  
Not Available  
Attempted delivery - receiver  
unavailable



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Last updated  
Tue. Aug. 23, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Pack	<a href="#">View Full Address</a>
Destination	52 26534 TOWNSHIP ROAD 384 RED DEER COUNTY, AB	Est. Weight	3 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Mon. Aug. 22, 2022	

**History**

Date	City	Description
Tue. Aug. 23, 2022 - 9:35 a.m.	RED DEER, AB	Attempted delivery - receiver unavailable
Tue. Aug. 23, 2022 - 9:02 a.m.	RED DEER, AB	On vehicle for delivery
Tue. Aug. 23, 2022 - 8:41 a.m.	RED DEER, AB	Arrived at sort facility
Tue. Aug. 23, 2022 - 8:40 a.m.	RED DEER, AB	Arrived at sort facility
Mon. Aug. 22, 2022 - 3:54 p.m.	EDMONTON (NORTH/NORD), AB	Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB

Regards,

**ANN O TARUC**  
Office Services Clerk/Receptionist

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*Tomoe Aoki*

---

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## Shipment: 333688385678



### Delivery Date

Tue. Aug. 23, 2022 10:03 a.m.

Last updated  
Tue. Aug. 23, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Pack	Receiver's Signature 
Destination	707 7 AVE SW CALGARY, AB	Est. Weight	4 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Mon. Aug. 22, 2022	

Received By: Hana

### History

Date	City	Description
Tue. Aug. 23, 2022 - 10:03 a.m.	CALGARY, AB	Shipment delivered to Hana at: RECEPTION of 1105550 ALBERTA INC. 707 7 AVE SW, SUITE: 5, T2P3H6
Tue. Aug. 23, 2022 - 7:54 a.m.	CALGARY, AB	On vehicle for delivery
Tue. Aug. 23, 2022 - 3:36 a.m.	CALGARY, AB	Arrived at sort facility
Tue. Aug. 23, 2022 - 2:51 a.m.	CALGARY, AB	Arrived at sort facility
Mon. Aug. 22, 2022 - 3:54 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: 333688357859



### Delivery Date

Tue. Aug. 23, 2022 10:03 a.m.

Last updated  
Tue. Aug. 23, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Pack	Receiver's Signature 
Destination	707 7 AVE SW CALGARY, AB	Est. Weight	4 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Mon. Aug. 22, 2022	

Received By: Hana

### History

Date	City	Description
Tue. Aug. 23, 2022 - 10:03 a.m.	CALGARY, AB	Shipment delivered to Hana at: RECEPTION of 1105550 ALBERTA INC. 707 7 AVE SW, SUITE: 5, T2P3H6
Tue. Aug. 23, 2022 - 7:54 a.m.	CALGARY, AB	On vehicle for delivery
Tue. Aug. 23, 2022 - 3:40 a.m.	CALGARY, AB	Arrived at sort facility
Tue. Aug. 23, 2022 - 2:52 a.m.	CALGARY, AB	Arrived at sort facility
Mon. Aug. 22, 2022 - 3:54 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: 333688370886



### Delivery Date

Tue. Aug. 23, 2022 10:03 a.m.

Last updated  
Tue. Aug. 23, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Pack	Receiver's Signature 
Destination	707 7 AVE SW CALGARY, AB	Est. Weight	3 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Mon. Aug. 22, 2022	

Received By: Hana

### History

Date	City	Description
Tue. Aug. 23, 2022 - 10:03 a.m.	CALGARY, AB	Shipment delivered to Hana at: RECEPTION of 1105550 ALBERTA INC. 707 7 AVE SW, SUITE: 5, T2P3H6
Tue. Aug. 23, 2022 - 7:54 a.m.	CALGARY, AB	On vehicle for delivery
Tue. Aug. 23, 2022 - 3:33 a.m.	CALGARY, AB	Arrived at sort facility
Tue. Aug. 23, 2022 - 2:53 a.m.	CALGARY, AB	Arrived at sort facility
Mon. Aug. 22, 2022 - 3:54 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: 333688346555



### Delivery Date

Tue. Aug. 23, 2022 10:03 a.m.

Last updated  
Tue. Aug. 23, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Pack	Receiver's Signature  Received By: Hana
Destination	707 7 AVE SW CALGARY, AB	Est. Weight	3 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Mon. Aug. 22, 2022	

### History

Date	City	Description
Tue. Aug. 23, 2022 - 10:03 a.m.	CALGARY, AB	Shipment delivered to Hana at: RECEPTION of 1105550 ALBERTA INC. 707 7 AVE SW, SUITE: 5, T2P3H6
Tue. Aug. 23, 2022 - 7:54 a.m.	CALGARY, AB	On vehicle for delivery
Tue. Aug. 23, 2022 - 3:36 a.m.	CALGARY, AB	Arrived at sort facility
Tue. Aug. 23, 2022 - 2:47 a.m.	CALGARY, AB	Arrived at sort facility
Mon. Aug. 22, 2022 - 3:54 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: 333688365829



### Delivery Date

Tue. Aug. 23, 2022 8:46 a.m.

Last updated  
Tue. Aug. 23, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Pack	Receiver's Signature 
Destination	3699 63 AVE NE CALGARY, AB	Est. Weight	3 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Mon. Aug. 22, 2022	
Received By: Vanessa Macario				

### History

Date	City	Description
Tue. Aug. 23, 2022 - 8:46 a.m.	CALGARY, AB	Shipment delivered to Vanessa Macario at: MAILROOM of ATB FINANCIAL,ATB FINANCIAL 3699 63 AVE NE, T3J0G7
Tue. Aug. 23, 2022 - 8:16 a.m.	CALGARY, AB	On vehicle for delivery
Tue. Aug. 23, 2022 - 3:31 a.m.	CALGARY, AB	Arrived at sort facility
Tue. Aug. 23, 2022 - 2:50 a.m.	CALGARY, AB	Arrived at sort facility
Mon. Aug. 22, 2022 - 3:54 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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**Ebbers, Nikki**

**Subject:** FW: Bank of Montreal - Unable to deliver - receiver moved

### Shipment: 333688330690

Created Picked Up Attention Delivered

#### Attention

Estimated Delivery Date  
Not Available  
Receiver moved - update required



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Last updated  
Wed, Aug. 24, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Puroiator Express Pack	<a href="#">View Tracking</a>
Destination	234 SIMCOE ST TORONTO, ON	Est. Weight	4 lb	
References	255685.4.3903 ST,Nikki	Shipment Date	Mon, Aug. 22, 2022	

#### History

Date	City	Description
Wed, Aug. 24, 2022 - 9:48 a.m.	TORONTO (WEST/QUEST), ON	Unable to deliver - receiver moved
Wed, Aug. 24, 2022 - 8:10 a.m.	TORONTO (WEST/QUEST), ON	On vehicle for delivery
Wed, Aug. 24, 2022 - 7:19 a.m.	TORONTO (WEST/QUEST), ON	Arrived at sort facility
Wed, Aug. 24, 2022 - 7:15 a.m.	TORONTO (WEST/QUEST), ON	Arrived at sort facility
Mon, Aug. 22, 2022 - 9:24 p.m.	EDMONTON AIRPORT/AEROPORT, AB	Delayed in transit due to missed connection
Mon, Aug. 22, 2022 - 3:54 p.m.	EDMONTON (NORTH/NORD), AB	Picked up by Puroiator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB

Regards,

**ANN O TARUC**  
Office Services Clerk/Receptionist

Miller Thomson LLP  
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Edmonton, Alberta T5J 4G8  
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**Fax:** +1 780.424.5866

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## Shipment: 333688390926



### Delivery Date

Tue. Aug. 23, 2022 9:51 a.m.

Last updated  
Tue. Aug. 23, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Pack	Receiver's Signature 
Destination	1525 BUFFALO PL WINNIPEG, MB	Est. Weight	4 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Mon. Aug. 22, 2022	
Received By: rhonda				

### History

Date	City	Description
Tue. Aug. 23, 2022 - 9:51 a.m.	WINNIPEG, MB	Shipment delivered to rhonda at: RECEPTION of NATIONAL LEASING 1525 BUFFALO PL, R3T1L9
Tue. Aug. 23, 2022 - 7:56 a.m.	WINNIPEG, MB	On vehicle for delivery
Tue. Aug. 23, 2022 - 6:40 a.m.	WINNIPEG, MB	Arrived at sort facility
Mon. Aug. 22, 2022 - 3:54 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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*Tomoe Aoki*

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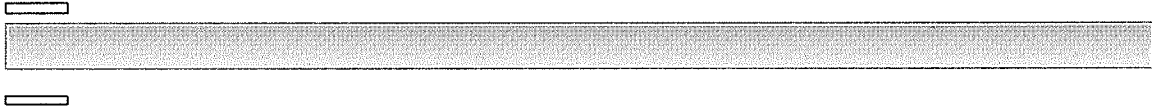
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JUNE 4, 2027

**Ebbers, Nikki**

---

**From:** send@mail.efax.com  
**Sent:** Friday, August 19, 2022 6:31 PM  
**To:** Ebbers, Nikki  
**Subject:** **[\*\*EXT\*\*]** Re: 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 2022 10:00 AM - HILLIER, J [MTDMS-Legal.FID11500664]. Successful transmission to 14033468661. / Objet : 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 20...

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged



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Fax id: Fax

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*Tomoe Aoki*

---

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TOMOE AOKI  
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JUNE 4, 2025

**Ebbers, Nikki**

---

**From:** send@mail.efax.com  
**Sent:** Friday, August 19, 2022 7:14 PM  
**To:** Ebbers, Nikki  
**Subject:** **[\*\*EXT\*\*]** Re: 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 2022 10:00 AM - HILLIER, J [MTDMS-Legal.FID11500664]. Successful transmission to 18662190311. / Objet : 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 20...

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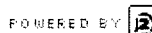
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---

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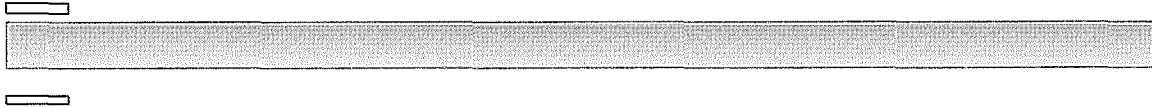
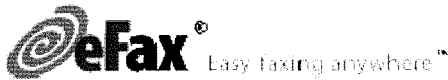
TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 20\_25

**Ebbers, Nikki**

---

**From:** send@mail.efax.com  
**Sent:** Friday, August 19, 2022 6:33 PM  
**To:** Ebbers, Nikki  
**Subject:** **[\*\*EXT\*\*]** Re: 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 2022 10:00 AM - HILLIER, J [MTDMS-Legal.FID11500664]. Successful transmission to 14032218339. / Objet : 2203 12557 - RBC v. FAISSAL MOUHAMAD PROFESSIONAL CORP - Aug 23, 20...

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AUGUST, 2022.

*Tomoe Aoki*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 20~~21~~<sup>26</sup>



## Ebbers, Nikki

---

**From:** Ebbers, Nikki <nebbbers@millerthomson.com>  
**Sent:** Wednesday, August 24, 2022 1:17 PM  
**To:** 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@avssystem.com; bfindlater@wilcraft.com; mmohamad@mcivordevelopments.com; carli@codylaw.ca; Christina@codylaw.ca; 18662190311@efaxds.com  
**Cc:** Trace, Susy, Siry, Mark  
**Subject:** RBC v. Faissal Mouhamad PC et al [MTDMS-Legal.FID11500664]  
**Attachments:** 64471638\_1\_Ltr to service list -Serving Order .PDF; 64337356\_4\_Service List .DOCX; 64467510\_1\_FILED - 8-24-2022 - Certified Interim Receivership Order .PDF

Good afternoon,

Please find attached correspondence from Ms. Trace.

Thank you,

**NIKKI EBBERS**  
Legal Assistant

**Miller Thomson LLP**  
Services provided through Miltom Management LP  
2700 Commerce Place  
10155 - 102 Street  
Edmonton, Alberta T5J 4G8  
**Direct Line:** +1 780.429.9423  
**Fax:** +1 780.424.5866  
**Email:** [nebbbers@millerthomson.com](mailto:nebbbers@millerthomson.com)  
[millerthomson.com](http://millerthomson.com)



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*Tomoe Aoki*

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TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2028



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## Shipment: 333692625424



### Delivery Date

Thu. Aug. 25, 2022 9:42 a.m.

Last updated  
Thu. Aug. 25, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Envelope	Receiver's Signature 
Destination	707 7 AVE SW CALGARY, AB	Est. Weight	1 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Wed. Aug. 24, 2022	

Received By: Hana

### History

Date	City	Description
Thu. Aug. 25, 2022 - 9:42 a.m.	CALGARY, AB	Shipment delivered to Hana at: RECEPTION of 1245233 ALBERTA INC. 707 7 AVE SW, SUITE: 5, T2P3H6
Thu. Aug. 25, 2022 - 7:50 a.m.	CALGARY, AB	On vehicle for delivery
Thu. Aug. 25, 2022 - 2:17 a.m.	CALGARY, AB	Arrived at sort facility
Thu. Aug. 25, 2022 - 1:09 a.m.	CALGARY, AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 5:25 p.m.	EDMONTON (NORTH/NORD), AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 3:48 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: 333692639565



### Delivery Date

Thu. Aug. 25, 2022 9:42 a.m.

Last updated  
Thu. Aug. 25, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Envelope	Receiver's Signature 
Destination	707 7 AVE SW CALGARY, AB	Est. Weight	1 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Wed. Aug. 24, 2022	
Received By: Hana				

### History

Date	City	Description
Thu. Aug. 25, 2022 - 9:42 a.m.	CALGARY, AB	Shipment delivered to Hana at: RECEPTION of 1245233 ALBERTA INC. 707 7 AVE SW, SUITE: 5, T2P3H6
Thu. Aug. 25, 2022 - 7:50 a.m.	CALGARY, AB	On vehicle for delivery
Thu. Aug. 25, 2022 - 2:14 a.m.	CALGARY, AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 5:35 p.m.	EDMONTON (NORTH/NORD), AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 3:48 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: 333692633972



### Delivery Date

Thu. Aug. 25, 2022 9:42 a.m.

Last updated  
Thu. Aug. 25, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Envelope	Receiver's Signature 
Destination	707 7 AVE SW CALGARY, AB	Est. Weight	1 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Wed. Aug. 24, 2022	

Received By: Hana

### History

Date	City	Description
Thu. Aug. 25, 2022 - 9:42 a.m.	CALGARY, AB	Shipment delivered to Hana at: RECEPTION of 1245233 ALBERTA INC. 707 7 AVE SW, SUITE: 5, T2P3H6
Thu. Aug. 25, 2022 - 7:50 a.m.	CALGARY, AB	On vehicle for delivery
Thu. Aug. 25, 2022 - 2:16 a.m.	CALGARY, AB	Arrived at sort facility
Thu. Aug. 25, 2022 - 1:08 a.m.	CALGARY, AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 5:25 p.m.	EDMONTON (NORTH/NORD), AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 3:48 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: 333692618478



### Delivery Date

Thu. Aug. 25, 2022 9:42 a.m.

Last updated  
Thu. Aug. 25, 2022

Origin	10155 102 ST NW EDMONTON, AB	Service	Purolator Express Envelope	Receiver's Signature
Destination	707 7 AVE SW CALGARY, AB	Est. Weight	1 lb	
References	255685.4.3903 ST.Nikki	Shipment Date	Wed. Aug. 24, 2022	

Received By: Hana

### History

Date	City	Description
Thu. Aug. 25, 2022 - 9:42 a.m.	CALGARY, AB	Shipment delivered to Hana at: RECEPTION of 1245233 ALBERTA INC. 707 7 AVE SW, SUITE: 5, T2P3H6
Thu. Aug. 25, 2022 - 7:50 a.m.	CALGARY, AB	On vehicle for delivery
Thu. Aug. 25, 2022 - 2:16 a.m.	CALGARY, AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 5:25 p.m.	EDMONTON (NORTH/NORD), AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 3:48 p.m.	EDMONTON (NORTH/NORD), AB	Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB



**THIS IS EXHIBIT “P”** referred to in  
the Affidavit of NIKKI EBBERS  
SWORN BEFORE ME this 30<sup>TH</sup> day of  
AUGUST, 2022.

*Tomoe Aoki*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025



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## Shipment: 333692612547



### Delivery Date

Thu. Aug. 25, 2022 9:20 a.m.

Last updated  
Thu. Aug. 25, 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.Nikki	Shipment Date	Wed. Aug. 24, 2022	

Received By: Vanessa

### History

Date	City	Description
Thu. Aug. 25, 2022 - 9:20 a.m.	CALGARY, AB	Shipment delivered to Vanessa at: SHIPPING DOCK of ATB FINANCIAL, SIMRAN KAUR 3699 63 AVE NE, TG, T3J0G7
Thu. Aug. 25, 2022 - 8:09 a.m.	CALGARY, AB	On vehicle for delivery
Thu. Aug. 25, 2022 - 5:03 a.m.	CALGARY, AB	Arrived at sort facility
Thu. Aug. 25, 2022 - 1:08 a.m.	CALGARY, AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 5:25 p.m.	EDMONTON (NORTH/NORD), AB	Arrived at sort facility
Wed. Aug. 24, 2022 - 3:48 p.m.	EDMONTON (NORTH/NORD), AB	Picked up by Purolator from MILLER THOMSON at 2590-10155 102 ST NW EDMONTON T5J4G8 AB





**THIS IS EXHIBIT “Q”** referred to in  
the Affidavit of NIKKI EBBERS  
SWORN BEFORE ME this 30<sup>TH</sup> day of  
AUGUST, 2022.



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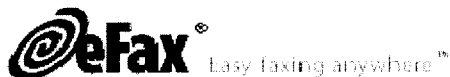
**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

TOMOE AOKI  
MY COMMISSION EXPIRES  
JUNE 4, 2025

**Ebbers, Nikki**

---

**From:** send@mail.efax.com  
**Sent:** Wednesday, August 24, 2022 1:35 PM  
**To:** Ebbers, Nikki  
**Subject:** **[\*\*EXT\*\*]** Re: RBC v. Faissal Mouhamad PC et al [MTDMS-Legal.FID11500664]. Successful transmission to 18662190311. / Objet : RBC v. Faissal Mouhamad PC et al [MTDMS-Legal.FID11500664]. Transmission réussie au 18662190311.



The 23 page fax sent to 18662190311 was successfully transmitted at 2022-08-24 19:34:29 UTC

The length of transmission was 946 seconds.

Fax id: Fax Server

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La télécopie de 23 pages envoyée au 18662190311 a été transmise avec succès le 2022-08-24 19:34:29 UTC

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**TAB 4**

**Form 49**  
[Rule 13.19]



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 FETOUN AHMED also known as FETOUN AHMED

DOCUMENT

**SUPPLEMENTAL AFFIDAVIT OF JOCELYN BERIAULT**

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

**SUPPLEMENTAL AFFIDAVIT OF JOCELYN BERIAULT**

**Sworn on September 9, 2022**

I, Jocelyn Beriault, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a Senior Manager of Special Loans and Advisory Services – Western Region with Royal Bank of Canada ("RBC"), and as such, have personal knowledge of the facts and matters herein deposed to, except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.

2. I have reviewed the business records maintained by RBC in respect of the matters at issue, which I verily believe were made in the ordinary and usual course of business, and where I do not have direct personal knowledge of matters deposed herein, my knowledge is derived from my review of the business records of RBC, or other records the relevant copies of which are attached to this my Affidavit.
3. I am authorized to swear this Affidavit on behalf of RBC.
4. This affidavit is supplemental to my Affidavit sworn on August 19, 2022 (the "**Original Affidavit**"). The general background to the Application is set out in Original Affidavit, and the Original Affidavit and this Supplemental Affidavit are intended to be read together.
5. On August 23, 2022, Justice Hillier of the Court of Queen's Bench (as it then was) granted an order appointing MNP Ltd. as interim receiver (the "**Interim Receiver**") over of all of FMPC's, 52 Dental and Delta Corp's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Interim Receivership Order**").
6. Attached to my Affidavit and marked as **Exhibit "A"** is a copy of the Interim Receivership Order.
7. On August 23, 2022, Faissal swore an Affidavit in these Proceedings (the "**First Faissal Affidavit**"), in response to this Application, brought to appoint a receiver and manager over of all of FMPC's, 52 Dental and Delta Corp's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**RBC Receivership Application**").
8. On September 8, 2022, Faissal swore two more Affidavit's in these Proceedings in response to RBC's Receivership Application, one that is 249 pages (the "**Second Faissal Affidavit**"), and one that is 2 pages (the "**Third Faissal Affidavit**").
9. On September 8, 2022, Fetoun swore an Affidavit in these Proceedings in response to RBC's Receivership Application (the "**Fetoun Affidavit**").
10. On September 8, 2022, Mahmoud swore an Affidavit in these Proceedings in response to RBC's Receivership Application (the "**Mahmoud Affidavit**"). I understand from reviewing the Mahmoud Affidavit that Mahmoud is supportive of RBC's Receivership Application.
11. Capitalized terms used in this Supplemental Affidavit are defined in the Original Affidavit or the Second Faissal Affidavit, unless specifically defined in this Supplemental Affidavit.
12. This Supplemental Affidavit is sworn in reply to some of the matters sworn to in the First Faissal Affidavit, the Second Faissal Affidavit, the Third Faissal Affidavit, the Fetoun Affidavit and the Mahmoud Affidavit.

#### **Payments from FMPC and 985 to Faissal and Fetoun**

13. As stated in paragraph 66 of my Original Affidavit, I have reviewed the FMPC Bank Statements and the 985 Bank Statements, which review focused on transactions where larger sums of money were transferred in or out of such accounts. Therefore the conclusive amount of funds transferred out of these accounts held by the Original Corporate Debtors may be higher.

14. In my further review of the FMPC Bank Statements attached to the Original Affidavit as Exhibit "Z", Exhibit "AA", and Exhibit "BB", I learned that FMPC appears to have paid the total sum of \$1,383,135.23 to Faissal, Fetoun and other parties for Faissal's and Fetoun's benefit in 2020, 2021, and 2022, as follows:
  - (a) in 2020 the sum of \$258,328.41 was paid to Fetoun and the sum of \$94,500.00 was paid to Faissal;
  - (b) in 2021 the sum of \$136,013.49 was paid to Fetoun, the sum of \$52,250 was paid to RBC Visa for Fetoun's benefit, the sum of \$349,000 was paid to Faissal, the sum of \$100,444.48 was paid to Jovica for Faissal's benefit, the sum of \$60,846.21 was paid to Solar Star for Faissal's benefit, the sum of \$49,936.39 was paid to the Town of Cochrane for Faissal's benefit, and \$2,500 was paid to Vesta Law for Faissal's benefit; and
  - (c) in 2022 the sum of \$111,000.00 was paid to Fetoun, the sum of \$149,000 was paid to Faissal, the sum of \$12,555.56 was paid to Jovica for Faissal's benefit and the sum of \$6,760.69 was paid to Solar Star for Faissal's benefit..
15. In my further review of the 985 Bank Statements attached to the Original Affidavit as Exhibit "EE", Exhibit "FF" and Exhibit "GG", I learned that 985 appears to have paid the total sum of \$209,621.54 to Faissal, Fetoun and other parties for Faissal's and Fetoun's benefit in 2020 and 2021, as follows:
  - (a) in 2020 the sum of \$25,000 was paid to Fetoun and the sum of \$25,000.00 was paid to Faissal, \$24,862.52 was paid to Jovica for Faissal's benefit, \$12,035.23 was paid to Red Deer County for Faissal's benefit, \$13,387.52 was paid to Solar Star for Faissal's benefit and \$51,961.21 was paid to the Town of Cochrane for Faissal's benefit; and
  - (b) in 2021 the sum of \$37,293.78 was paid to Jovica for Faissal's benefit and the sum of \$20,081.28 was paid to Solar Star for Faissal's benefit.

#### **Faissal's Representations to RBC Respecting his Personal Net Worth**

16. Attached to my Supplemental Affidavit and marked as **Exhibit "B"** is a true copy of a Personal Statement of Affairs dated March 31, 2022, which was completed by Faissal and provided to RBC (the "**Personal Statement of Affairs**").
17. I have reviewed that Personal Statement of Affairs completed by Faissal and note that Faissal represented to RBC that his annual income is \$80,000 and that Fetoun's annual income is \$30,000.
18. The Personal Statement of Affairs contains a line to insert income from investments and "other income". Faissal indicated that he earned \$0 in investment income and \$0 in other income. Nowhere on the Personal Statement of Affairs did Faissal indicate he was paid dividends from any corporation.
19. I note that the amount of income earned by Faissal and Fetoun, as represented in the Personal Statement of Affairs, is significantly lower than the payments to each of Faissal and Fetoun by FMPC and 985 as set out in paragraphs 14 and 15 of this Supplemental Affidavit.

20. The Personal Statement of Affairs requires that Faissal disclose all businesses that he has an ownership interest in. Faissal did not disclose that he owns 52 Wellness or Michael Dave Ltd. in the Personal Statement of Affairs.

#### **The Financial Statements of FMPC and 985**

21. Attached to my Supplemental Affidavit and marked collectively as **Exhibit “C”** is a true copy of the Financial Statements prepared for FMPC for its year ending December 31, 2021 (the “**FMPC 2021 Financial Statements**”) and for its year ending December 31, 2019 (the “**FMPC 2019 Financial Statements**”).
22. Attached to my Supplemental Affidavit and marked as **Exhibit “D”** is a true copy of the Financial Statements prepared for 985 for its year ending July 31, 2021, (the “**985 2021 Financial Statements**”).
23. I have reviewed the FMPC 2021 Financial Statements, the FMPC 2019 Financial Statements and the 985 2021 Financial Statements (collectively the “**Financial Statements**”), and although I have not reviewed financial statements for FMPC or 985 for their year ending in 2018 and 2020 in preparation to swear this Affidavit, there is information for the 2018 and 2020 year ends for FMPC available in the comparison column of the FMPC 2021 Financial Statements and the FMPC 2019 Financial Statements, as well as information for the 2020 year end for 985 in the 985 2021 Financial Statements, which I have relied on in this Supplemental Affidavit.
24. I note the following in the Financial Statements:
- (a) for the 2018 fiscal year, FMPC was reported to have equipment valued at \$1,460,519, computer equipment valued at \$9,888, furniture and fixtures valued at \$17,068 and leasehold improvements valued at \$514,343;
  - (b) for the 2019 fiscal year, FMPC was reported to have equipment valued at \$720,000, with no reported values for computer equipment, furniture and fixtures and leasehold improvements. FMPC was reported have an accumulated amortization of \$1,454,539;
  - (c) for the 2020 fiscal year, FMPC was reported to have equipment valued at \$576,000. No additional details or information is provided with respect to the categorization of the equipment or amortization for the 2020 fiscal year;
  - (d) for the 2020 fiscal year, FMPC was reported to have trade sales in the amount of \$3,028,247 plus income from government subsidies in the amount of \$80,669. After deducting the amount of \$1,069,970 for cost of sales, \$1,529,244 for expenses, and \$40,518 in income taxes, FMPC reported a net income in the amount of \$469,184;
  - (e) for the 2020 fiscal year, FMPC reported holding no cash;
  - (f) for the 2021 fiscal year, FMPC was reported to have equipment valued at \$460,800. No additional details or information is provided with respect to the categorization of the equipment or amortization for the 2020 fiscal year;
  - (g) for the 2021 fiscal year, FMPC was reported to have trade sales in the amount of \$4,378,570, plus income from government subsidies in the amount of \$50,449. After deducting the amount of \$2,223,735 for cost of sales, \$1,903,277 for

expenses, and \$33,996 in income taxes, FMPC reported a net income in the amount of \$268,011;

- (h) for the 2021 fiscal year, FMPC reported holding no cash;
  - (i) for the 2020 fiscal year, 985 was reported to have gross rental income in the amount of \$385,592, plus other income in the amount of \$107,132. After deducting 985's expenses in the amount of \$378,772 and income taxes in the amount of \$48,029, 985's reported net income totals the amount of \$65,923;
  - (j) for the 2020 fiscal year, 985 reported holding no cash;
  - (k) for the 2021 fiscal year, 985 was reported to have gross rental income in the amount of \$111,274, plus interest income in the amount of \$1,114. After deducting 985's expenses in the amount of \$114,698, 985 reported a net loss of (\$2,310); and
  - (l) for the 2021 fiscal year, 985 reported holding \$295,000 in cash which is reported to be from the sale of a building.
25. It is also reported in the Financial Statements that:
- (a) FMPC paid salaries and wages of \$803,058 in 2020 and \$1,105,370 in 2021, while 985 did not pay any salaries and wages during this period;
  - (b) FMPC paid dividends of \$599,956 in 2020 and \$350,496 in 2021, while 985 did not pay any dividends during this period;
  - (c) FMPC's rental expense increased from \$90,333 in 2020 to \$152,150 in 2021;
  - (d) the amount of \$4,684,301 was due to FMPC from related parties in 2021, which was an increase from \$4,457,143 in 2020; and
  - (e) the amount of \$1,430,213 was owing by 985 to related parties in 2021, which was an increase from owing in \$1,140,527 in 2020.
26. The FMPC 2021 Financial Statements do not identify the recipient of the dividends, however I have been advised by Faissal, and do verily believe that the dividends paid in 2021 were paid to Faissal.
27. Upon my review of the Financial Statements, I further note that the balance sheet contained within the FMPC 2021 Financial Statements do not reference any shareholder's loans owing to Faissal, or any other party. The 985 2021 Financial Statements indicate that the amount of \$1,430,213 is due to related parties, but there is no indication in the 985 2021 Financial Statements whether this amount constitutes shareholder's loans or who this amount is owed to.

#### **Payments by 985 to Related Parties or Other Creditors**

28. Paragraph 82 of my Original Affidavit identifies payments to Jovica, Solar Star, 119, 110 and 124 (collectively the "**Jovica Creditors**") by 985 in the cumulative amount of \$541,116.69. For clarity, these amounts do not include the amounts referenced within paragraph 9 of this affidavit.



29. The payments from 985 to Faissal are in addition to the payments identified in my Original Affidavit made by 985 in the following amounts to the following recipients:
- (a) 985 paid the total sum of \$191,448.62 for the benefit of 52 Wellness in 2021 as more specifically identified at paragraph 74 of my Original Affidavit;
  - (b) as first identified at paragraph 82 of my Original Affidavit, 985 paid the total sum of \$541,116.69 to one or more of the Jovica Creditors. For clarity, these amounts do not include the amounts reference at paragraph 15 of this Supplemental Affidavit, and for transactions where another beneficiary was indicated. The subject payments have been broken down by year as follows:
    - (i) In 2020 - \$315,441.96;
    - (ii) In 2021 - \$185,274.75; and
    - (iii) In 2022 - \$40,399.98;
  - (c) as first identified at paragraph 88 of my Original Affidavit, 985 paid the total sum of \$2,174,822.61 to one or more of FMPC, Mclvor, Paradise Mclvor, Fetoun, Khaled, Mary Mohamad and Mahmoud (collectively the "**Related Parties**") (which amount includes the \$25,000 payment to Fetoun referenced at Paragraph 15 of my Supplemental Affidavit), or to a party for the benefit of one of the Related Parties, broken down by years as follows:
    - (i) In 2020 - \$1,292,884.59;
    - (ii) In 2021 - \$613,370.04; and
    - (iii) In 2022 - \$268,567.98 (all of which was paid to FMPC).
30. In summary, in 2020, 985 paid the total sum of \$1,633,326.55 to either Faissal, one or more of the Jovica Creditors, or one of more of the Related Parties or to a party for the benefit of one of the Related Parties in the following amounts:
- (a) \$25,000.00 to Faissal;
  - (b) \$315,441.96 to one or more of the Jovica Creditors; and
  - (c) \$1,292,884.59 to one or more of Related Parties including Fetoun.
31. I note that 985 paid the total sum of \$1,633,326.55 to these parties in 2020 when its net income totalled \$65,923 and it did not report holding any cash in 2020 in the 985 2021 Financial Statements.
32. In summary, in 2021, 985 paid the total sum of \$1,047,468.47 to either Faissal, one or more of the Jovica Creditors, one or more of the Related Parties, to a party for the benefit of one of the Related Parties in the following amounts:
- (a) \$191,448.62 to 52 Wellness;
  - (b) \$57,375.06 to Faissal as first identified at paragraph 15 of my Supplemental Affidavit;

- (c) \$185,274.75 to one or more of the Jovica Creditors; and
  - (d) \$613,370.04 to one or more of the Related Parties but excluding Delta Corp. and 52 Dental.
33. I note that 985 paid the total sum of 1,047,468.47 in 2021 to these parties when it reported a net loss in the amount of (\$2,310) and only reported holding the sum of \$295,000 in cash.
34. I acknowledge that 985's fiscal year end is July 31 and that the payments made by 985 identified in this Supplemental Affidavit occurred over a calendar year, however I do not believe that this alone explains the significant discrepancy between the reported income of 985 and the amount of payments made to one or more of Faissal, the Jovica Creditors, the Related Parties or to a party for the benefit of the Related Parties.
35. Therefore, it appears that most of the payments made in 2020 and 2021 by 985 identified in this Supplemental Affidavit are not sufficiently accounted for in the 985 2021 Financial Statements.
36. Finally, Faissal does not provide an explanation in any of his affidavits as to the relationship between 985 and the Jovica Creditors or why the 985 Jovica Payments were made.

**Payments by FMPC to Related Parties or Some of the Jovica Creditors**

37. Paragraph 80 of my Original Affidavit identifies payments to Jovica, Solar Star and 119 by FMPC in the cumulative amount of \$103,827.40. \$6,666.67 was paid in 2021 and \$97,160.73 was paid in 2022. For clarity, these amounts do not include the amounts referenced within paragraph 14 of this Supplemental Affidavit.
38. The payments from FMPC to Faissal are in addition to the payments identified in my Original Affidavit made by FMPC in the following amounts to the following recipients:
- (a) as first identified in my Original Affidavit at paragraph 71, beginning in December of 2021, FMPC paid the total sum of \$1,100,500.00 to Delta Corp. and 52 Dental broken down by year as follows:
    - (i) in 2021 - \$70,000 was paid to Delta Corp.
    - (ii) in 2022 - \$760,000 was paid to Delta Corp.
    - (iii) in 2022 - \$270,500 was paid to 52 Dental
  - (b) as more specifically identified at paragraph 73 of my Original Affidavit, FMPC paid the total sum of \$79,939.75 for the benefit of 52 Wellness as follows:
    - (i) the sum of \$939.75 was paid in 2020;
    - (ii) the sum of \$60,000.00 was paid in 2021; and
    - (iii) the sum of \$19,000 was paid in 2022;
  - (c) as first identified at paragraph 80 of my Original Affidavit, FMPC the total sum of \$103,827.40 to Jovica, Solar Star and 119, broken down by year as follows:

- (i) in 2020 - \$0;
  - (ii) in 2021 - \$6,666.67; and
  - (iii) in 2022 - \$97,160.73;
- (d) as first identified at paragraph 85 of my Original Affidavit, FMPC paid the total sum of \$2,286,638.58 to one or more of the Related Parties (which amount includes the \$557,591.00 payment to Fetoun as described above but excludes the payments to Delta Corp. and 52 Dental), broken down by year as follows:
- (i) in 2020 - \$957,100.34;
  - (ii) in 2021 - \$1,017,322.91; and
  - (iii) in 2022 - \$312,215.33.
39. In summary, in 2020, FMPC paid the total sum of \$1,052,540.09 to either himself, one or more of the Jovica Creditors, or the Related Parties, in the following amounts:
- (a) \$939.75 to 52 Wellness;
  - (b) \$94,500.00 to Faissal; and
  - (c) \$957,100.34 to one or more of the Related parties including Fetoun, but excluding Delta Corp. and 52 Dental.
40. I note that FMPC paid the total sum of \$1,052,540.09 to these parties in 2020 when its net income totalled \$469,184 and it did not report holding any cash in the FMPC 2021 Financial Statements.
41. In summary, in 2021, FMPC paid the total sum of \$1,716,716.66 to either himself, one or more of the Jovica Creditors, or the Related Parties in the following amounts:
- (a) \$60,000.00 was paid to 52 Wellness;
  - (b) \$562,727.08 to Faissal;
  - (c) \$6,666.67 to one or more of the Jovica Creditors;
  - (d) \$1,017,322.91 to one or more of the Related Parties but excluding Delta Corp. and 52 Dental; and
  - (e) \$70,000 to Delta Corp.
42. I note that FMPC paid the sum of \$1,716,716.66 to these parties in 2021 when its net income totalled \$268,011 and it did not report holding any cash in the FMPC 2021 Financial Statements.
43. Faissal has sworn in the Second Faissal Affidavit that the payments made by FMPC to Jovica and/or Solar Star were payments made in lieu of rent otherwise owing to Michael Dave Ltd. with respect to the Business. Faissal has provided a lease agreement between Michael Dave Ltd. and FMPC, dated September 1, 2022 (the "MDL Lease") and has further sworn in the Second Faissal Affidavit that the MDL Lease was preceded by a verbal agreement with substantially the same terms.

44. I have reviewed the MDL Lease and note that the current rental price for the Building is \$19,509.41 per month, with an additional operating fee of \$2,232.88 per month, for a collective fee of \$21,742.29 per month. Adopting this value, the sums that FMPC has paid to Jovica and/or Solar Star during the period of January 2020 – July 2022 equate to approximately 4.46 months of rent and operating expenses.
45. I have reviewed the FMPC Bank Statements and the 985 Bank Statements, and I have not been able to identify any payments otherwise made from FMPC to Michael Dave Ltd. during the period of January 2020-July 2022.
46. The FMPC 2021 Financial Statements do report that FMPC paid \$1,105,370 in salaries and wages in 2021, and \$803,058 in salaries and wages in 2020, however I am advised by Vanessa Allen of MNP Ltd., and do verily believe that as of today, there are six dentists providing dental services for the Business, 13 employees, two of which are dental hygienists and one contractor dental hygienist.
47. The FMPC 2021 Financial Statements do not identify any shareholder's loans owing by FMPC to any party, and report that FMPC paid dividends of \$599,956 in 2020 and \$350,496 in 2021. The amounts paid to Faissal, one or more of the Jovica Creditors and one or more of the Related Parties greatly exceed the dividends reported in the FMPC 2021 Financial Statements.
48. It appears that most, if not all of the payments made in 2020 and 2021 by FMPC identified in this Affidavit are not accounted for in the FMPC 2021 Financial Statements.

#### **Payments to Unknown Parties**

49. In addition to the payments to Faissal, Fetoun, 52 Wellness, Delta Corp., 52, Dental, the Jovica Creditors and the Related Parties, I also identified the following online bank transfers in the FMPC Bank Statements:
  - (a) in 2020, 32 transfers totaling \$215,099.88; and
  - (b) in 2021, 56 transfers totaling \$328,000.
50. I do not know the identity of the recipients of these payments and I do not know the reason why FMPC made these payments.
51. It is also stated in the FMPC 2021 Financial Statements that FMPC's gross profit decreased from 64.67% in 2020 to 49.21% in 2021, and I specifically note the following significant increases to the costs of goods sold from 2020 to 2021:
  - (a) cost of supplies increased from \$458,519 in 2020 to \$725,586 in 2021, which is a 58% increase;
  - (b) dentist fees increased from \$207,516 in 2020 to \$820,831 in 2021 which is a 58% increase; and
  - (c) laboratory costs increased from \$166,201 in 2020 to \$406,856 in 2021 which is a 145% increase.
52. RBC is concerned to see a \$201,173 decline in FMPC's net income from 2020 to 2021, which constitutes a 43% decrease in income year over year and the significant increases to FMPC's expenses between 2020 and 2021.

53. Faissal swore in the Second Faissal Affidavit at paragraph 78 that any payments from FMPC to 985, Mclvor and Paradise Mclvor were inter-company/related company loans, and attaches as Exhibit "N" financial statements for the years ending in 2017, 2019 and 2021.
54. In addition, in the Fetoun Affidavit, Fetoun swears in the Fetoun Affidavit at paragraph 36 that \$301,140 in payments paid to her were shareholder's loans owing by FMPC to Faissal for the time period of January 1, 2020 – December 31, 2021.
55. The payments referenced in my Original Affidavit occurred in 2020, 2021 and 2022. As identified above, the FMPC 2021 Financial Statements do not disclose any shareholder's loans owing by FMPC to any party for the 2020 and 2021 years.
56. Faissal swore in the Second Faissal Affidavit at paragraph 78(e)(i) that some of the payments to Fetoun represent compensation for services provided to the Red Deer Dental Clinic, and attaches as Exhibit "P" Statements of Business or Professional Activities for Fetoun. Likewise Fetoun swears in the Fetoun Affidavit at paragraph 37 that payments made to her by FMPC prior to December 2021 were paid to compensate her for management services provided to the "Red Deer Clinic", and attaches copies of Statements of Business or Professional Activity for the period 2018 to 2021 as Exhibit "M".
57. Exhibit "P" of Faissal's Affidavit and Exhibit "M" of Fetoun's Affidavit appear to be copies of the same documents.
58. Fetoun defines the "Red Deer Clinic" at paragraph 13 of the Fetoun Affidavit, and swears that it is located at 7151 Gaetz Avenue E, Red Deer Alberta. I also understand this to be the location of the Business.
59. However, the business address that is indicated on all four Statements of Business or Professional Activity is 101 – 5018 45 Street, Red Deer AB.
60. I do verily believe that 101 – 5018 45 Street, Red Deer AB, T4N 1K9 is the address of a dental clinic that FMPC sold to SMPC, a corporation owned by Faissal's sister Sarah in January of 2019. I understand that this dental clinic ceased operations in 2020 and both SMPC and Sarah are bankrupt. Attached to my Affidavit and marked collectively as **Exhibit "E"** are searches from the Office of the Superintendent of Bankruptcy evidencing that SMPC and Sarah are both bankrupt.
61. Attached to my Affidavit and marked as **Exhibit "F"** is a corporate search for SMPC demonstrating that the records address for SMPC is 101 – 5018 45 Street, Red Deer AB, T4N 1K9.
62. In addition, the cumulative amount of reported income in the Statements of Business or Professional Activity for the period 2018 to 2021 totals \$107,200, however FMPC paid Fetoun \$446,591.90 prior to December of 2021, or \$339,391.90 more than Fetoun reported on her Statements of Business or Professional Activity for the period of 2018 to 2021.
63. As sworn to in my Original Affidavit, RBC advanced to Sarah the purchase funds to purchase the dental practice in 2019 in the amount of \$2,380,000.00 and to date, RBC has not recovered any money to repay the advance.

**Michael Dave Ltd.**

64. As evidenced at paragraphs 28 and 29, and Exhibits "L" and "M" of my Original Affidavit, RBC has a security interest in the following personal property of FMPC:

"For value received, the undersigned ("Debtor") hereby grants to Royal Bank of Canada ("RBC") a security interest (the "Security Interest") in the undertaking of the Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called Collateral") and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

(i) all inventory of whatever kind and wherever situate;

(ii) all equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

(iii) all Accounts and book debts and generally all debts, dues claims, choses in action and demands of every nature and kind howsoever arising or secured, including letters of credit and advices of credit, which are now due, owing, or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

(iv) all lists, records and files relating to Debtor's customers, clients and patients;

(v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidences, acknowledged or made payable;

(vi) all contractual rights and insurance claims;

(vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

(viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto".

65. Faissal has sworn in the Second Faissal Affidavit that much of the property RBC believes to be secured to it is owned by Michael Dave Ltd., a related company that Faisal did not advise RBC he owned in the Personal Statement of Affairs.

66. As recent as September 1, 2022, while the Interim Receiver was appointed, FMPC entered into the MDL Lease.

67. Faissal has testified in the Second Faissal Affidavit that:
- (a) 985 was the registered owner of a commercial building located in Drayton Valley defined as the "Drayton Valley Building" (paragraph 14);
  - (b) 985 was the owner of a building located in Red Deer defined as the "Red Deer Building" (paragraph 15);
  - (c) Faissal operated a dental clinic in the Drayton Valley Building defined as "Valley Dental" (paragraph 19(a));
  - (d) FMPC operated a dental clinic in the Red Deer Building defined as the "Associate Dental Clinic" (paragraph 19(b));
  - (e) Faissal sold the Valley Dental Practice on August 31, 2018 (paragraph 34);
  - (f) FMPC sold the Associate Dental Clinic on January 18, 2019 (paragraph 35);
  - (g) none of the equipment that was used by the Associate Dental Clinic was ever used at the Red Deer Clinic (which I understand to be an alternate definition for the Business) (paragraph 43); and
  - (h) Michael Dave Ltd. owns all equipment used in the Business or the Red Deer Clinic (paragraphs 8 and 70(h)).
68. However, as noted at paragraph 24(f) of this my Supplemental Affidavit, the FMPC 2021 Financial Statements report that FMPC owns equipment valued at \$460,800.
69. RBC is concerned with the timing of the execution of the MDL Lease, and is very concerned that FMPC is now asserting that equipment secured to it is apparently owned by Michael Dave Ltd. (in contradiction to what is reported in the Financial Statements), which may have the effect of diluting RBC's security position and adds complexity and uncertainty to the determination of priority to such assets as between RBC and some of the Jovica Creditors.
70. In addition, the MDL Lease does not include any terms with respect to the ownership or rental of equipment.
71. RBC has added Michael Dave Ltd. as an additional debtor to its Alberta Personal Property Registration for FMPC, as evidenced at Exhibit "N" of my Original Affidavit.
72. As stated at paragraph 42(b) of this Supplemental Affidavit, I have reviewed the FMPC Bank Statements and the 985 Bank Statements, and I have not been able to identify any payments made from FMPC to Michael Dave Ltd. during the period of January 2020-July 2022.
73. Given Faissal's lack of candour with RBC and the lack of documentation in the Faissal Affidavit that would provide independent support to Faissal's claim that all of the equipment at the Red Deer Location is secured to the Jovica Creditors, RBC is not prepared to cede priority to any assets based only on the word of Faissal.
74. RBC learned, for the first time in the Second Faissal Affidavit, that the Jovica Creditors will only consent to the sale of the dental practice to GHPC if they receive \$1,000,000 from the sale proceeds. RBC will not consent to this condition from the Jovica Creditors

and claims a security interest in all equipment, including so called "tenant improvements", located at the Red Deer Location.

**The Mclvor Lands and the Mahmoud Action**

- 75. I have reviewed the Mahmoud Affidavit.
- 76. RBC set out its concerns with the Mclvor Lands Offer at paragraphs 100 – 113 of my Original Affidavit.
- 77. The position taken by Mahmoud in the Mahmoud Affidavit amplifies RBC's concerns with the ability of Mclvor to close the Mclvor Lands Offer, and is troubling to RBC as Mahmoud is claiming a trust interest in the Mclvor Lands, which creates additional complications regarding ownership and priority interests in the Mclvor Lands, and further jeopardizes RBC's security position.

**Transfer of Accounts Receivable and Operations to Delta Corp.**

- 78. At paragraphs 51- 64 of my Original Affidavit, I identify and swear to the fact that the frequency and quantum of deposits (secured to RBC as identified above) significantly decreased.
- 79. Faissal has sworn in the Second Faissal Affidavit that "FMPC essentially stopped using the FMPC Deposit Account" at paragraph 75.
- 80. Faissal swears in the Second Faissal Affidavit that RBC wrote to him advising that RBC "was terminating its banking relationship with FMPC and that FMPC had until August 15, 2022 to make alternate banking arrangements" at paragraph 75. The July 14 Letter (as defined in the Second Faissal Affidavit) is attached as Exhibit "J" to the Second Faissal Affidavit.
- 81. This statement is misleading. RBC did not terminate its banking relationship with FMPC, rather, the July 14 Letter advises FMPC that RBC "no longer wishes to act as your banker", that "we believe a deadline of August 15, 2022 will provide you with a reasonable period of time to make the necessary arrangements with another lending institution to provide financing to payout all indebtedness owing to the Royal Bank of Canada" and that "Pending the full pay out of the loans with the Bank, we will expect you to live up to the terms and conditions of the credit agreements as well as the terms and conditions in all security documents granted in favour of the Bank in respect of your outstanding indebtedness".
- 82. As previously sworn to in the Original Affidavit at paragraph 52, it is a condition of the FMPC Loan Agreements that FMPC must use a deposit account at RBC to operate the Business. For example, attached as Exhibit "D" to my Original Affidavit is a loan agreement dated August 4, 2016 and says (among other relevant terms)

**"GENERAL ACCOUNT**

The Borrower shall establish a current account with the Bank (the "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:





**THIS IS EXHIBIT "A"** referred to in  
the Affidavit of JOCELYN BERIAULT  
SWORN BEFORE ME this 9th day of  
September, 2022.

*Anna Kosa*

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**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

Anna Elizabeth Kosa  
*Barrister & Solicitor*  
Notary Public and Commissioner for Oaths  
In and for the Province of Alberta

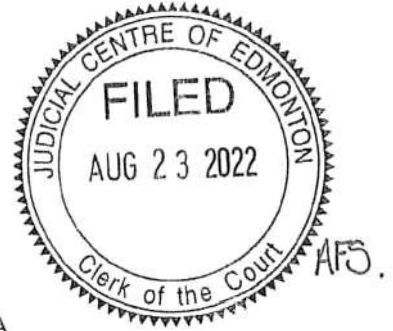
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COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE  
PLAINTIFF  
DEFENDANTS

Clerk's stamp:

2203 12557

EDMONTON

ROYAL BANK OF CANADA



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  
**INTERIM 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

I hereby certify this to be a true copy of the original Interim Receivership Order  
Dated this 23rd day of August, 2022

Lawyer's Name: Susy M. Trace  
Lawyer's Email: strace@millerthomson.com  
File No.: 0255685.4

A Stansky  
for Clerk of the Court

August 23, 2022

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION WHERE ORDER WAS PRONOUNCED:

NAME OF JUSTICE WHO MADE THIS ORDER:

\_\_\_\_\_  
Edmonton, Alberta  
S. D. Hiller

**UPON** the application of Royal Bank of Canada ("RBC") in respect of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, and Delta Dental Corp. (collectively, the "**Debtors**", and each a "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Jocelyn Beriault sworn August 19, 2022; and the Affidavit of Service, filed; **AND UPON** reading the consent of MNP Ltd. to act as interim receiver and receiver and manager (the "**Receiver**") of the Debtors, filed; **AND UPON** hearing submissions from counsel for RBC, Counsel for the Defendants and 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 s. 47(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**"), s. 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, s. 65 of the *Personal Property Security Act*, R.S.A. 2000, MNP Ltd. shall be and is hereby appointed Interim 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**").
3. Unless otherwise ordered by the Court, the Interim Receivership shall terminate on the earliest of
  - (a) the taking of possession by a receiver, within the meaning of subsection 243(2) of the *BIA*, of the Debtors' property over which the Interim Receiver was appointed; and
  - (b) September 14, 2022, unless renewed by further Order of this Court prior to the expiry date.

## INTERIM RECEIVER'S POWERS

4. The Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
  - (a) 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 and to take possession of all Deposit Accounts (as defined below) (collectively, the "**Monies and Accounts**"), and to make any disbursements from the Monies and Accounts based on a cash flow forecast to be agreed upon pursuant to the terms of this Order, provided however that the Interim Receiver shall not take possession and shall not be deemed to be in possession of any Property other than the Monies and Accounts, including but not limited to possession of any drugs, medications or other controlled substances (collectively, "**Controlled Substances**") until the Interim Receiver serves and files with the Clerk of the Court a certificate confirming the appointment of a Custodian (as defined below) acceptable to the Interim Receiver and the Ministry of Health and that there is adequate insurance coverage in place in respect of the business of the Debtors (the "**Possession Certificate**");

- (b) to monitor the Debtor's receipts and disbursements, the Debtor's business (the "**Business**"), and dealings with the Property, including, without limitation, the right to access all Records, and other information, computers, data, electronic or cloud-stored data, databases, or documents relating to the operations, including, without limiting the generality of the foregoing, having direct access to the Debtors' accounting records, programs, and databases, the Debtors' banking statements, records and online banking data;
- (c) the taking of physical inventories;
- (d) subject to the filing of the Possession Certificate, receive, preserve, and protect the Records, or any part or parts thereof, including, but not limited to, the copying or relocating of Records to safeguard them, and the placement of such insurance coverage as may be necessary or desirable;
- (e) until the Possession Certificate is filed with the Clerk of the Court, to have access to the Debtor's Premises during the times set out in paragraph 13 of this Order, without any requirement for prior notice;
- (f) to engage a Custodian approved by the Ministry of Health 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;
- (g) 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 Interim Receiver's powers and duties conferred by this Order;
- (h) to work with the Debtors to prepare a 13 week cash flow forecast and to make disbursements based on such forecast as approved by the Debtors, acting reasonably and consistent with the ordinary course operation of the business of the Debtors;
- (i) to conduct examinations, under oath of any person with knowledge of the affairs of the Debtors, if deemed necessary by the Interim Receiver in its sole discretion;
- (j) to report to, meet with and discuss with such affected Persons (as defined below), including the Plaintiff as the Interim Receiver deems appropriate on all matters relating to

the Property and the Interim Receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

- (k) to inquire into and report to the Plaintiff and the Court on the financial condition of the Debtor and the Business and any material adverse developments relating to the Financial condition of the Debtor, the Business, or both;
- (l) to inquire into and report to the Plaintiff and the Court in relation to anything that comes to the attention of the Interim Receiver in the course of completing its duties pursuant to the terms of this Order in relation to the Business, the Debtors, the Property, or the Records;
- (m) to report the Court on any matter it deems appropriate;
- (n) to attend this Court to seek amendments to this Order as it deems necessary or desirable; and
- (o) to contact, make necessary inquiries and obtain information pertaining to the Debtors or the Business from the Alberta Dental Association and College, the Alberta Ministry of Health and any of the Debtor's past or present insurers; and
- (p) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Interim 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, Faissal Mouhamad and Fetoun Ahamd and without interference from any other Person (as defined below). For clarity, the Receiver shall not take physical possession of any Property other than the Monies and Accounts and the Records (which excludes Patient Records), until the filing of the Possession Certificate.

#### **INTERIM RECEIVER'S REVIEW AND EVALUATION OF THE DEBTOR**

5. The Interim Receiver will conduct a review and evaluation of the property, the Business, and the financial condition of the Debtor in a matter it deems advisable, and the Interim Receiver will provide a report to the Court in respect of its findings no later than September 14, 2022. The above report shall also comment on any inaccuracies or inconsistencies in the Records or previous reporting of the financial condition of the Debtors, the Property, or both, and any other matters or issues that the Interim Receiver deems as appropriate.

6. DUTY TO PROVIDE ACCESS AND COOPERATION TO THE INTERIM RECEIVER

7. (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 Alberta Dental Association and 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, Dr. Faissal Mouhamad is 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 until such time as a Custodian approved by the Ministry of Health is engaged in respect of the Debtors in accordance with this Order. Subject to any alternate appointment of a Custodian pursuant to the terms of this Order and the filing of the Possession Certificate, Dr. Faissal Mouhamad is also hereby appointed interim Custodian and is hereby ordered to continue to manage, operate and carry on the business of the Debtors in the ordinary course, to ensure the continued operation of the business of the Debtors in the ordinary course consistent with the practice of a dental clinic and the requirements of the Alberta Dental Association and College and the Alberta Ministry of Health.
8. All Persons shall forthwith advise the Interim 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim 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 9 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 Interim 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.

9. 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 Interim Receiver for the purpose of allowing the Interim 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 Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.
10. 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 a dentist 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 Interim 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
11. 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 Interim Receiver.

#### **ACCESS TO THE PREMISES**

12. The Interim Receiver shall, as soon as reasonably possible, attend the premises located on the lands described in Schedule "B" (the "**Premises**"), in order to access the Records for the purposes of making copies of the Records, provided that (i) such access to the Premises shall be limited to access on the Premises where the Records or the Property of the Debtors are located; and (ii) if the Interim Receiver cannot gain access to the Premises it shall report to this Court the reasons why access was denied.



13. The (i) Debtor, (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants and shareholders and all other Persons acting on its instructions or behalf, and (iii) any Person appearing in charge of the Premises, shall forthwith permit entry and re-entry into the Premises to the Interim Receiver and any of its employees, agents, consultants, counsel and representatives for the purposes of searching for, identifying, inspecting, preserving and reproducing the Property and the Records.
14. The entry and re-entry to the Premises pursuant to this Order shall be made between 8:00 a.m. and 7:00 p.m. (MST) on any day of the week.

**ADDITIONAL DUTIES OF AND RESTRICTIONS ON THE DEBTORS, FAISSAL MOUHAMAD AND FETOUN AHAMD**

15. The Debtors, Faissal Mouhamad and Fetoun Ahamd shall:
  - (a) shall not make any copies or reproduction of any patient records of the Debtors;
  - (b) 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;
  - (c) 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
  - (d) 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 listings of assets.

**NO PROCEEDING AGAINST THE INTERIM RECEIVER**

16. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim 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 INTERFERENCE WITH THE RECEIVER**

17. 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 Debtors and the Interim Receiver, or leave of this Court.

#### **CONTINUATION OF SERVICE**

18. All persons having:

- (e) statutory or regulatory mandates for the supply of goods and/or services; or
- (f) 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 Interim Receiver or the Debtor or exercising any other remedy provided under such agreements or arrangements. The Interim Receiver and 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 Interim Receiver 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 the Interim Receiver, or as may be ordered by this Court.

#### **INTERIM RECEIVER TO HOLD FUNDS**

19. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Debtor 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 Interim 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 Interim Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

20. Any financial institution where any one of the Debtors have a deposit account (the "**Deposit Accounts**") shall forthwith upon receipt of a signed copy of this Order place all Deposit Accounts on deposit only status, restrict access and availability to all online banking services for such Deposit Accounts to a person or persons designated by the Interim Receiver, and shall remove as signing authorities all persons and replace the same with a person or persons designated by the Interim Receiver, in its sole discretion.
21. Any debit cards associated with the Deposit Accounts shall be immediately terminated upon receipt of a signed copy of this Order.
22. Faissal Mouhamad and Fetoun Ahmad, and any other person shall immediately surrender all cheques, debit cards and passwords associate with the Deposit Accounts to the Interim Receiver.

#### **EMPLOYEES**

23. 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 Interim Receiver, on any Debtor's behalf, may terminate the employment of such employees. The Interim 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 Interim 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.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

24. (a) Notwithstanding anything in any federal or provincial law, the Interim Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
  - (i) before the Interim Receiver's appointment; or
  - (ii) after the Interim Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Interim Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts the Interim 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 Interim Receiver to remedy any environmental condition or environmental damage affecting the Property, the Interim 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 Interim Receiver, if the order is in effect when the Interim Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Interim 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 Interim Receiver, if the order is in effect when the Interim Receiver is appointed, by,
  - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim 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 Interim 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 INTERIM RECEIVER'S LIABILITY**

25. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Interim 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 Interim Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

#### **INTERIM RECEIVER'S ACCOUNT**

26. The Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Interim Receiver and counsel to the Interim Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Interim Receiver's Charge**") on the Property as security for their professional fees

and disbursements incurred at the normal rates and charges of the Interim Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Interim 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.

27. The Interim Receiver and its legal counsel shall pass their accounts from time to time.
28. Prior to the passing of its accounts, the Interim 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 Interim 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 INTERIM RECEIVERSHIP

29. The Interim 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 Interim 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 "**Interim 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 Interim Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
30. Neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
31. The Interim 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.
32. The monies from time to time borrowed by the Interim 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.

33. The Interim 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**


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

#### **GENERAL**

35. The Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
36. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Interim 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 Interim Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
37. Nothing in this Order shall prevent the Interim Receiver from acting as a receiver or receiver and manager or a trustee in bankruptcy of the Debtor.
38. 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 Interim 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 Interim 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 Interim Receiver in any foreign proceeding, or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
39. The Interim 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 Interim 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.

40. 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 Interim Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
41. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Interim 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

42. The Interim Receiver shall establish and maintain a website in respect of these proceedings at TBO (the "Interim 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 Interim 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.
43. Subject to paragraph 44 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.
44. Subject to paragraph 44 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.
45. Upon any representative(s) of the Interim Receiver attending at any premises of any of the Debtor, a representative of the Interim Receiver shall provide to any senior management employee or

representative of the Debtor (as determined in the discretion of the Interim Receiver) a true unfiled copy of this Interim 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 Interim Receivership Order on the Debtor.

46. Upon service of the Interim Receivership Order as provided in paragraph 44, the Debtors shall grant to the Interim 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 Interim Receivership 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 Interim Receiver or its employees, agents or representatives, from lawfully carrying out any provision of this Interim Receivership Order.
47. The parties to this Action shall appear before this Honourable Court at ~~3:00 PM (Edmonton Time)~~ ✓ on September 14, 2022 at 2:00 PM. The parties shall file with the Court all materials required for said hearing on or before the following dates: ✓
- (a) The Applicant, Royal Bank of Canada, shall file all its materials on or before 4:00 PM (Edmonton Time) on or before September 6, 2022;
  - (b) The Respondents, the Debtors, shall file all materials on or before 4:00 PM (Edmonton Time) on or before September 8, 2022; and
  - (c) The Applicant, Royal Bank of Canada, shall file a reply to the Debtors filing on or before 4:00 PM (Edmonton Time) on or before September 9, 2022.

  
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 (the "**Interim Receiver**") of all of the assets, undertakings and properties of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, and Delta Dental Corp. appointed by Order of the Court of Queen's Bench of Alberta (the "**Court**") dated the **23<sup>rd</sup> day of August, 2022** (the "**Order**") made in action numbers 2203 12557, has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of **[\$]**, being part of the total principal sum of **[\$]** 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 Royal Bank of Canada 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:

**SCHEDULE "B"**

Address for 52 Dental Corporation:

Suite 100 - 3505 52nd Street, SE  
Calgary Alberta

Address for Delta Dental Corp.:

7151 Gaetz Avenue E  
Red Deer, Alberta

**THIS IS EXHIBIT “B”** referred to in  
the Affidavit of JOCELYN BERIAULT  
SWORN BEFORE ME this 9th day of  
September, 2022.

*Anna Kosa*

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**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

Anna Elizabeth Kosa  
*Barrister & Solicitor*  
Notary Public and Commissioner for Oaths  
In and for the Province of Alberta



Please fill out the form, save, then print, sign and submit to Royal Bank as required.

**Personal Information**

First Name FAISSAL	Middle Name	Last Name MOUHAMAD	Social Insurance # 650-531-536	Date of Birth (Mo 09 Day 25 Year 1968)
Home Address 52 26534 TWP RD 384		City/Town RED DEER	Province AB	Postal Code T4E1A1
Home Phone # (403)358-6998	Business Phone # (403)347-8880	Residence Since (Year) 2012	Own <input checked="" type="checkbox"/> Rent <input type="checkbox"/> Other <input type="checkbox"/>	Marital Status MARRIED
Employer Name, Address DELTA DENTAL			Employer Phone # (403)347-8880	Occupation DDS
				Since (Year) 1992

**Spouse Information**

First Name FETOUN	Middle Name	Last Name AHMAD	Social Insurance # 664-573-326	Date of Birth (Mo 03 Day 01 Year 1984)
Employer Name, Address DELTA DENTAL			Employer Phone # (403)347-8880	Occupation ADMIN
				Since (Year) 2016

**Financial Profile**

Assets	Amount (\$)	Liabilities	Amount (\$)
Cash – RBC	\$1,000	Overdrafts	\$25,000
Cash – Other Financial Institutions	\$0	Credit Cards	\$45,000
Accounts/Loans Receivable	\$0	Loans – RBC (Schedule F)	\$0
Marketable Securities (Schedule A)	\$0	Loans – Other Lenders (Schedule G)	\$375,000
Tax Sheltered Investments (Schedule B)	\$0	Real Estate Loans (Schedule D)	\$6,900,000
Life Insurance (Schedule C)	\$0	Other Obligations	\$0
Real Estate (Schedule D)	\$13,220,000	(B) Total Liabilities	\$7,345,000
Business Interests (Schedule E)	\$4,900,000	(C) Total Net Worth (A - B)	\$10,776,000
Other Assets	\$0	Sundry Obligations: are you personally supporting contingent obligations not listed above (e.g. co-signer/endorser/guarantor)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
		If yes, provide details on amount, to whom and the nature of obligations:	
(A) Total Assets	\$18,121,000		

**Most Recent Annual Income (from Notice of Assessment) and Annual Expenses**

Income	Amount (\$)	Expenses	Amount (\$)
Salary, Wages, Bonuses, Commissions	\$80,000	Annual Mortgage Payments	\$219,000
Investment Income	\$0	Property Taxes/Condo Fees	\$27,000
Net Rental Income	\$0	Insurance Premiums	\$21,000
Other Income	\$0	Other Loan Payments (including Credit Cards)	\$13,000
Spouse's Gross Income	\$30,000	Other Expenses (i.e. Spousal/Child Support, Child Care, etc.)	\$0
<b>Total Annual Income</b>	<b>\$110,000</b>	<b>Total Annual Expenses</b>	<b>\$280,000</b>

**General Information (If you answer "Yes" to any of the questions below, please provide details)**

Have you ever had an asset repossessed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Details
Are you involved in any claims or lawsuits? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Details
Have you ever declared bankruptcy? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Details
Do you owe any back taxes? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Details

**Note:** If there is not enough space to list all securities/real estates/other investments owned by you in the schedules below, attach a detailed list to this document.

Schedule A: Marketable Securities (Stocks & Bonds)				
Financial Institution	In Name of	Description (Type of Security)	Market Value (\$)	Pledged as Collateral?
0	0	0	\$0	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
0	0	0	\$0	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
0	0	0	\$0	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Schedule B: Tax Sheltered Investments (RRSPs, RHOSPs, DPSPs, TFSAs, etc.)				
Financial Institution	In Name of	Description (RRSP, etc.)	Market Value (\$)	Pledged as Collateral?
0	0	0	\$0	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
0	0	0	\$0	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
0	0	0	\$0	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Schedule C: Life Insurance (Individual and Group)				
Insurance Company	Beneficiary	Face Value (\$)	Policy Loans (\$)	Cash Surrender Value (\$)
MANULIFE	TD	\$3,250,000	\$0	\$0

Schedule D: Real Estate				
Primary Residence	Street Name and Number	City/Town	Province	
	52 26534 TWP RD 384	RED DEER	AB	
Title in Name of FAISSAL MOUHAMAD		% Ownership 100	Date Acquired (Month/Year) 2009	
Purchase Price (\$) \$750,000	Current Market Value (\$) \$1,750,000	Name of Mortgage Lender BMO	Mortgage Balance Outstanding (\$) \$900,000	
Other	Street Name and Number COCHRANE ,DEWINTON, CHETERMER	City/Town COCHRANE	Province AB	
Title in Name of FAISSAL MOUHAMAD		% Ownership 100	Date Acquired (Month/Year) 2014	
Purchase Price (\$) \$11,470,000	Current Market Value (\$) \$11,470,000	Name of Mortgage Lender CIBC,BMO,PRIVATE	Mortgage Balance Outstanding (\$) \$6,000,000	

Schedule E: Business Interests (List all businesses in which you have an ownership interest)				
Business Name	% Ownership	Industry	Since (Year)	Business Total Net Worth (\$)
FAISSAL MOUHAMAD PC/DELTA DENTAL	100	DENTISTRY	2001/2018	\$1,250,000
985842 ALBERTA LTD	100	PREOPERTY RENTAL	2002	\$850,000
MCIVOR DEVELOPMENT LTD	100	REALESTATE HOLDINS	2012	\$1,550,000
PARADICE MACIVOR LTD	100	LAND SERVICING	2016	\$1,250,000

Schedule F: RBC Loans (Excluding Mortgages Listed in D Above)		
Type of Loan	Credit Limit (\$)	Outstanding Balance (\$)
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0
0	\$0	\$0

Schedule G: Other Lender's Loans (Excluding Mortgages Listed in D Above)			
Lender's Name	Type of Loan	Credit Limit (\$)	Outstanding Balance (\$)
SCOTIA BOANK	LOC	\$375,000	\$370,000

**Declaration:** I/we certify that all the information provided above and on any accompanying statements is to the best of my/our knowledge, true, complete and correct, and understand it will be used by Royal Bank of Canada ("you") to determine credit worthiness. The proceeds of the loan applied for will be used for business purposes and not for personal, family or household purposes. I/we acknowledge receipt of notice that from time to time reports about me/us may be obtained by you from credit reporting agencies. If you have my/our social insurance number, you may share it with credit reporting agencies as an aid to identify me/us. I/we further consent to you making any enquires you deem necessary to reach a decision on any loan application, and consent to the disclosure at any time of any credit information about me/us to credit reporting agencies or to anyone with whom I/we have financial relations.

Signature:  Date: 31.03.2022

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS IS EXHIBIT “C”** referred to in  
the Affidavit of JOCELYN BERIAULT  
SWORN BEFORE ME this 9th day of  
September, 2022.

*Anna Kosa*

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**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

Anna Elizabeth Kosa  
*Barrister & Solicitor*  
Notary Public and Commissioner for Oaths  
In and for the Province of Alberta

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**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**

**Financial Statements**

**Year Ended December 31, 2019**

*(Unaudited - See Notice To Reader)*

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**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**

**Index to Financial Statements**

**Year Ended December 31, 2019**

*(Unaudited - See Notice To Reader)*

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Statement of Retained Earnings	4
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### NOTICE TO READER

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On the basis of information provided by management, I have compiled the balance sheet of Faissal Mouhamad Professional Corporation as at December 31, 2019 and the statements of income and retained earnings for the year then ended.

I have not performed an audit or a review engagement in respect of these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Calgary, Alberta

June 22, 2020

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Baccari Professional Corporation  
Chartered Professional Accountant

**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**

**Balance Sheet**

**December 31, 2019**

*(Unaudited - See Notice To Reader)*

	2019	2018
<b>ASSETS</b>		
<b>CURRENT</b>		
Cash	\$ -	\$ 2,587
Accounts receivable	547,950	345,205
Inventory	63,778	62,688
Prepaid expenses	26,399	-
	638,127	410,480
PROPERTY, PLANT AND EQUIPMENT <i>(Note 1)</i>	720,000	2,001,818
GOODWILL <i>(Note 2)</i>	-	210,000
DUE FROM RELATED PARTIES	4,489,426	4,461,548
	\$ 5,847,553	\$ 7,083,846
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>CURRENT</b>		
Bank indebtedness	\$ 488,563	\$ 500,000
Accounts payable	11,549	9,451
Income taxes payable	345,084	37,495
Credit Card Payable	77,413	177,627
	922,609	724,573
LONG TERM DEBT	-	2,320,290
	922,609	3,044,863
<b>SHAREHOLDERS' EQUITY</b>		
Share capital	100	100
Retained earnings	4,924,844	4,038,883
	4,924,944	4,038,983
	\$ 5,847,553	\$ 7,083,846

Approved by the sole director

\_\_\_\_\_ Director

See schedule to financial statements  
Prepared By Baccari Professional Corporation  
2

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**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION****Statement of Income****Year Ended December 31, 2019***(Unaudited - See Notice To Reader)*

	2019	2018
<b>TRADE SALES</b>		
Trade sales	\$ 3,789,289	\$ 3,103,558
<b>COST OF SALES</b>		
Supplies	353,858	302,452
Dentist Fees	295,935	129,574
Laboratory Fees	227,756	171,025
Hygienist Fees	155,730	136,746
	1,033,279	739,797
<b>GROSS PROFIT</b>	<b>2,756,010</b>	<b>2,363,761</b>
<b>EXPENSES</b>		
Salaries and wages	1,020,209	929,625
Amortization of Tangible assets	180,000	502,474
Rental	108,000	175,000
Repairs and maintenance	55,187	56,226
Office	49,459	86,829
Equipment rentals	45,533	45,533
Professional Development	39,624	2,250
Professional fees	39,186	50,766
Interest and bank charges	32,554	53,002
Employee benefits	30,160	7,896
Insurance	26,335	24,674
Interest on long term debt	24,989	90,050
Donations	20,000	-
Advertising and promotion	15,542	22,568
Bonuses	15,536	-
Meals and entertainment	10,389	1,788
Business taxes, licenses and memberships	3,835	544
Other expense	1,641	2,849
Telephone	1,494	2,835
Vehicle	198	333
	1,719,871	2,055,242
<b>INCOME FROM OPERATIONS</b>	<b>1,036,139</b>	<b>308,519</b>
Gain on disposal of assets	194,910	-
<b>INCOME BEFORE INCOME TAXES</b>	<b>1,231,049</b>	<b>308,519</b>
<b>INCOME TAXES</b>	<b>345,088</b>	<b>37,472</b>
<b>NET INCOME</b>	<b>\$ 885,961</b>	<b>\$ 271,047</b>

See schedule to financial statements  
Prepared By Baccari Professional Corporation

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**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**

**Statement of Retained Earnings**

**Year Ended December 31, 2019**

*(Unaudited - See Notice To Reader)*

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	2019	2018
RETAINED EARNINGS - BEGINNING OF YEAR	\$ 4,038,883	\$ 3,767,836
NET INCOME FOR THE YEAR	885,961	271,047
RETAINED EARNINGS - END OF YEAR	\$ 4,924,844	\$ 4,038,883

---

See schedule to financial statements  
Prepared By Baccari Professional Corporation

**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**

**Schedule to Financial Statements**

**Year Ended December 31, 2019**

*(Unaudited - See Notice To Reader)*

**1. PROPERTY, PLANT AND EQUIPMENT**

	Cost	Accumulated amortization	2019 Net book value	2018 Net book value
Equipment	\$ 2,174,539	\$ 1,454,539	\$ 720,000	\$ 1,460,519
Computer equipment	-	-	-	9,888
Furniture and fixtures	-	-	-	17,068
Leasehold improvements	-	-	-	514,343
	<b>\$ 2,174,539</b>	<b>\$ 1,454,539</b>	<b>\$ 720,000</b>	<b>\$ 2,001,818</b>

**2. GOODWILL**

	2019	2018
Goodwill - cost	\$ -	\$ 210,000

**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**  
**Financial Information**  
**Year Ended December 31, 2021**

**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**  
**Index to Financial Information**  
**Year Ended December 31, 2021**

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FINANCIAL INFORMATION	
Balance Sheet	2
Statement of Income	3 - 4
Statement of Retained Earnings	5
Notes to Financial Information	6

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## COMPILATION ENGAGEMENT REPORT

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To the Shareholders of Faissal Mouhamad Professional Corporation

On the basis of information provided by management, I have compiled the balance sheet of Faissal Mouhamad Professional Corporation as at December 31, 2021, and the statements of income and retained earnings for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

I performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires me to comply with relevant ethical requirements. My responsibility is to assist management in the preparation of the financial information.

I did not perform an audit engagement or a review engagement, nor was I required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Calgary, Alberta  
March 31, 2022

Baccari Professional Corporation  
CHARTERED PROFESSIONAL ACCOUNTANT



**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**

**Balance Sheet**

**December 31, 2021**

	2021	2020
<b>ASSETS</b>		
<b>CURRENT</b>		
Accounts receivable	\$ 193,468	\$ 483,545
Inventory	38,215	65,638
Other Receivable	-	70,669
	<b>231,683</b>	<b>619,852</b>
PROPERTY, PLANT AND EQUIPMENT <i>(Net of accumulated amortization)</i>	<b>460,800</b>	<b>576,000</b>
DUE FROM RELATED PARTIES	<b>4,684,301</b>	<b>4,457,143</b>
	<b>\$ 5,376,784</b>	<b>\$ 5,652,995</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>CURRENT</b>		
Bank indebtedness	\$ 482,539	\$ 500,395
Accounts payable	18,690	11,549
Income taxes payable	55,374	245,258
Credit Card Payable	68,494	71,621
	<b>625,097</b>	<b>828,823</b>
LONG TERM DEBT	<b>40,000</b>	<b>30,000</b>
	<b>665,097</b>	<b>858,823</b>
<b>SHAREHOLDERS' EQUITY</b>		
Share capital	100	100
Retained earnings	4,711,587	4,794,072
	<b>4,711,687</b>	<b>4,794,172</b>
	<b>\$ 5,376,784</b>	<b>\$ 5,652,995</b>

**APPROVED BY THE DIRECTOR**

\_\_\_\_\_ Director

\_\_\_\_\_ Director

See notes to financial information  
Prepared By Baccari Professional Corporation

**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**  
**Statement of Income**  
**Year Ended December 31, 2021**

	2021	2020
<b>TRADE SALES</b>	<b>\$ 4,378,570</b>	<b>\$ 3,028,247</b>
<b>COST OF SALES</b>		
Supplies	725,586	458,519
Dentist Fees	820,831	207,516
Hygienist Fees	270,462	237,734
Laboratory Fees	406,856	166,201
	<b>2,223,735</b>	<b>1,069,970</b>
<b>GROSS PROFIT (49.21%; 2020 - 64.67%)</b>	<b>2,154,835</b>	<b>1,958,277</b>
<b>EXPENSES</b>		
Salaries and wages	1,105,370	803,058
Rental	152,150	90,333
Amortization of Tangible assets	115,200	144,000
Office	95,754	38,909
Repairs and maintenance	79,318	81,538
Legal fees	73,661	22,068
Employee benefits	61,901	14,162
Interest and bank charges	50,631	30,402
Equipment rentals	39,164	36,183
Insurance	22,248	41,610
Accounting fees	26,575	29,239
Telephone	16,477	1,842
Interest on long term debt	10,373	11,981
Professional Development	9,106	39,749
Professional fees	8,985	-
Business taxes, licenses and memberships	8,162	3,842
Computer-related expenses	7,994	9,299
Bonuses	7,702	20,584
Other expense	6,830	4,361
Advertising and promotion	3,383	2,079
Utilities	1,493	-
Meals and entertainment	457	1,004
Travel	343	-
House Keeping	-	28,800
Donations	-	65,000
Consulting fees	-	7,232
Vehicle	-	1,969
	<b>1,903,277</b>	<b>1,529,244</b>
<b>INCOME FROM OPERATIONS</b>	<b>251,558</b>	<b>429,033</b>
<b>OTHER INCOME</b>		
Government subsidies - CEBA	10,000	10,000
Government subsidies - Wages	18,989	70,669
Government subsidies - Province of Alberta	21,460	-
	<b>50,449</b>	<b>80,669</b>

(continues)

**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**  
**Statement of Income (continued)**  
**Year Ended December 31, 2021**

	2021	2020
INCOME BEFORE INCOME TAXES	302,007	509,702
INCOME TAXES	33,996	40,518
<b>NET INCOME</b>	<b>\$ 268,011</b>	<b>\$ 469,184</b>

**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**  
**Statement of Retained Earnings**  
**Year Ended December 31, 2021**

	2021	2020
RETAINED EARNINGS - BEGINNING OF YEAR	\$ 4,794,072	\$ 4,924,844
NET INCOME	268,011	469,184
	5,062,083	5,394,028
DIVIDENDS PAID	(350,496)	(599,956)
RETAINED EARNINGS - END OF YEAR	\$ 4,711,587	\$ 4,794,072

**FAISSAL MOUHAMAD PROFESSIONAL CORPORATION**  
**Notes to Financial Information**  
**Year Ended December 31, 2021**

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1. BASIS OF ACCOUNTING

The basis of accounting applied in the preparation of the balance sheet of Faissal Mouhamad Professional Corporation as at December 31, 2021, and the statements of income and retained earnings for the year then ended is the historical cost basis and reflects cash transactions with the addition of:

- accounts receivable less an allowance for doubtful accounts
  - inventory valued at cost
  - accounts payable and accrued liabilities
-

**THIS IS EXHIBIT “D”** referred to in  
the Affidavit of JOCELYN BERIAULT  
SWORN BEFORE ME this 9th day of  
September, 2022.



---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

Anna Elizabeth Kosa  
*Barrister & Solicitor*  
Notary Public and Commissioner for Oaths  
In and for the Province of Alberta

**985842 ALBERTA LTD**  
**Financial Statements**  
**Year Ended July 31, 2021**  
*(Unaudited - See Notice To Reader)*

**985842 ALBERTA LTD**  
**Index to Financial Statements**  
**Year Ended July 31, 2021**  
*(Unaudited - See Notice To Reader)*

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Statement of Retained Earnings	4
Schedule to Financial Statements	5



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### NOTICE TO READER

---

On the basis of information provided by management, I have compiled the balance sheet of 985842 Alberta Ltd as at July 31, 2021 and the statements of loss and retained earnings for the year then ended.

I have not performed an audit or a review engagement in respect of these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Calgary, Alberta

March 31, 2022

---

Baccari Professional Corporation  
Chartered Professional Accountant

**985842 ALBERTA LTD**  
**Balance Sheet**  
**July 31, 2021**  
*(Unaudited - See Notice To Reader)*

	2021	2020
<b>ASSETS</b>		
<b>CURRENT</b>		
Cash	\$ 295,165	\$ -
Term deposits	149,119	149,119
Goods and services tax recoverable	19,726	21,151
Deposit in Trust accounts	-	10,000
	<b>464,010</b>	<b>180,270</b>
PROPERTY, PLANT AND EQUIPMENT <i>(Note 1)</i>	<b>621,791</b>	<b>621,791</b>
LONG TERM INVESTMENTS	<b>1,000,000</b>	<b>1,000,000</b>
	<b>\$ 2,085,801</b>	<b>\$ 1,802,061</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>CURRENT</b>		
Bank indebtedness	\$ -	\$ 7,636
Accounts payable and accrued liabilities	4,830	3,140
Income taxes payable	28,877	48,029
	<b>33,707</b>	<b>58,805</b>
LONG TERM DEBT	<b>143,640</b>	<b>143,640</b>
DUE TO RELATED PARTIES	<b>1,430,213</b>	<b>1,140,527</b>
	<b>1,607,560</b>	<b>1,342,972</b>
<b>SHAREHOLDERS' EQUITY</b>		
Share capital	10	10
Retained earnings	478,231	459,079
	<b>478,241</b>	<b>459,089</b>
	<b>\$ 2,085,801</b>	<b>\$ 1,802,061</b>

Approved by the sole director

\_\_\_\_\_ Director

See schedule to financial statements  
Prepared By Baccari Professional Corporation

**985842 ALBERTA LTD**  
**Statement of Loss**  
**Year Ended July 31, 2021**  
*(Unaudited - See Notice To Reader)*

	2021	2020
<b>Rental Income</b>	<b>\$ 111,274</b>	<b>\$ 385,592</b>
<b>EXPENSES</b>		
Legal fees	38,212	39,745
Real Estate Commission	28,571	6,603
Utilities	18,764	36,750
Repairs and maintenance	8,056	79,301
Insurance	6,407	12,843
Accounting fees	5,890	14,280
Interest on long term debt	2,586	138,845
Interest and bank charges	2,422	1,501
Other Expenses	2,310	1,716
Telephone	1,480	9,599
Property taxes	-	37,589
	<b>114,698</b>	<b>378,772</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>(3,424)</b>	<b>6,820</b>
<b>OTHER INCOME</b>		
Gain on disposal of assets	-	105,642
Interest income	1,114	1,490
	<b>1,114</b>	<b>107,132</b>
<b>INCOME (LOSS) BEFORE INCOME TAXES</b>	<b>(2,310)</b>	<b>113,952</b>
<b>INCOME TAXES</b>	<b>-</b>	<b>48,029</b>
<b>NET INCOME (LOSS)</b>	<b>\$ (2,310)</b>	<b>\$ 65,923</b>

See schedule to financial statements  
Prepared By Baccari Professional Corporation

**985842 ALBERTA LTD**  
**Statement of Retained Earnings**  
**Year Ended July 31, 2021**  
*(Unaudited - See Notice To Reader)*

	2021	2020
<b>RETAINED EARNINGS - BEGINNING OF YEAR</b>		
As previously reported	\$ 459,079	\$ 393,156
Prior period adjustments	21,462	-
As restated	480,541	393,156
<b>NET INCOME (LOSS) FOR THE YEAR</b>	<b>(2,310)</b>	65,923
<b>RETAINED EARNINGS - END OF YEAR</b>	<b>\$ 478,231</b>	<b>\$ 459,079</b>

**985842 ALBERTA LTD**  
**Schedule to Financial Statements**  
**Year Ended July 31, 2021**  
*(Unaudited - See Notice To Reader)*

1. PROPERTY, PLANT AND EQUIPMENT

	Cost	Accumulated amortization	<b>2021 Net book value</b>	2020 Net book value
Land	\$ 225,000	\$ -	\$ <b>225,000</b>	\$ 225,000
Buildings	525,000	128,209	<b>396,791</b>	396,791
	<b>\$ 750,000</b>	<b>\$ 128,209</b>	<b>\$ 621,791</b>	<b>\$ 621,791</b>

**THIS IS EXHIBIT “E”** referred to in  
the Affidavit of JOCELYN BERIAULT  
SWORN BEFORE ME this 9th day of  
September, 2022.

*Anna Kosa*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

Anna Elizabeth Kosa  
*Barrister & Solicitor*  
Notary Public and Commissioner for Oaths  
in and for the Province of Alberta



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of Canada

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du Canada

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

2022-09-09

Search Criteria | Critères de recherche : Name | Nom = Sarah Moe Professional Corporation, Name Type |  
Type de nom = Business | Entreprise  
Reference | Référence : 0255685.0004 SMT

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2022-09-07, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2022-09-07, selon les critères de recherche susmentionnés.

BIA Estate Number | Numéro du dossier en vertu de la LFI : 24-2688670  
BIA Estate Name | Nom du dossier en vertu de la LFI : Sarah Moe Professional Corporation  
Birth Date | Date de naissance :  
Province : Alberta | Alberta  
Address | Adresse : 5018 - 45 Street #101, Red Deer, Alberta, T4N1K9  
Estate Type | Type de dossier : BANKRUPTCY | FAILLITE  
Date of Proceeding | Date de la procédure : 2020-10-26  
Total Liabilities\* | Total du passif\* : \$2,773,326  
Total Assets\* | Total de l'actif\* : \$3  
First Meeting of Creditors | Première assemblée des créanciers : 2020-11-16 10:00:00  
Discharge Status | Statut de la libération :  
Effective Date | Date d'entrée en vigueur :  
Court Number | Numéro de cour : 24-2688670

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

Appointed Licensed Insolvency Trustee or Administrator | Syndic autorisé en insolvabilité ou administrateur nommé : MNP LTD / MNP LTEE  
Responsible Person | Personne responsable : AYLWARD, KAREN  
Address | Adresse : 10235 101 Street NW Suite 1300, Edmonton, Alberta, Canada, T5J3G1  
Telephone | Téléphone : 780-969-1400  
Fax | Télécopieur : 780-409-5415  
Licensed Insolvency Trustee or Administrator's Discharge Date | Date de la libération du syndic autorisé en insolvabilité ou de l'administrateur :

Canada



Protecting the  
integrity of the  
insolvency System

Protéger l'intégrité  
du système  
d'insolvabilité



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du Canada

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

2022-09-09

Search Criteria | Critères de recherche : Name | Nom = Sarah Moe, Name Type | Type de nom = Individual | Particulier  
Reference | Référence : 0255685.0004 SMT

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2022-09-07, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2022-09-07, selon les critères de recherche susmentionnés.

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

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

Appointed Licensed Insolvency Trustee or Administrator | Syndic autorisé en insolvabilité ou administrateur nommé : MNP LTD / MNP LTEE  
Responsible Person | Personne responsable : LANDRY, SANDRA  
Address | Adresse : MNP Tower, 10235 101 Street NW Suite 1300, Edmonton, Alberta, Canada, T5J3G1  
Telephone | Téléphone : 780-969-1488  
Fax | Télécopieur : 780-409-5415  
Licensed Insolvency Trustee or Administrator's Discharge Date | Date de la libération du syndic autorisé en insolvabilité ou de l'administrateur :

Canada



Protecting the  
integrity of the  
Insolvency System

Protéger l'intégrité  
du système  
d'insolvabilité





Government  
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Gouvernement  
du Canada

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

2022-09-09

Search Criteria | Critères de recherche : Name | Nom = Sarah Moe, Name Type | Type de nom = Individual |  
Particulier  
Reference | Référence : 0255685.0004 SMT

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2022-09-07, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2022-09-07, selon les critères de recherche susmentionnés.

BIA Estate Number | Numéro du dossier en vertu de la LFI : 24-116195  
BIA Estate Name | Nom du dossier en vertu de la LFI : Moe, Sarah  
Alias: MOE SARAH  
SAHAR MUHAMAD  
Birth Date | Date de naissance :  
Province : Alberta | Alberta  
Address | Adresse : Alberta  
Estate Type | Type de dossier : APPLICATION FOR BANKRUPTCY ORDER | REQUÊTE DE MISE  
EN FAILLITE  
Date of Proceeding | Date de la procédure : 2020-09-15  
Total Liabilities\* | Total du passif\* : \$0  
Total Assets\* | Total de l'actif\* : \$0  
First Meeting of Creditors | Première assemblée des créanciers :  
Discharge Status | Statut de la libération :  
Effective Date | Date d'entrée en vigueur :  
Court Number | Numéro de cour : 24-116195

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

Appointed Licensed Insolvency Trustee or Administrator | Syndic  
autorisé en insolvabilité ou administrateur nommé : MNP LTD / MNP LTEE  
Responsible Person | Personne responsable : LANDRY, SANDRA  
Address | Adresse : MNP Tower, 10235 101 Street NW Suite 1300, Edmonton, Alberta,  
Canada, T5J3G1  
Telephone | Téléphone : 780-969-1488  
Fax | Télécopieur : 780-409-5415  
Licensed Insolvency Trustee or Administrator's Discharge Date |  
Date de la libération du syndic autorisé en insolvabilité ou de  
l'administrateur :

Canada



Protecting the  
integrity of the  
insolvency system

Protéger l'intégrité  
du système  
d'insolvabilité

**THIS IS EXHIBIT “F”** referred to in  
the Affidavit of JOCELYN BERIAULT  
SWORN BEFORE ME this 9th day of  
September, 2022.

*Anna Kosa*

---

**A COMMISSIONER FOR OATHS** in and for  
the Province of Alberta

Anna Elizabeth Kosa  
*Barrister & Solicitor*  
Notary Public and Commissioner for Oaths  
In and for the Province of Alberta

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

Date of Search: 2020/04/01  
Time of Search: 12:15 PM  
Search provided by: DLA PIPER (CANADA) LLP  
Service Request Number: 33248936  
Customer Reference Number: 087592-00019

**Corporate Access Number:** 2021584681  
**Business Number:** 722221314  
**Legal Entity Name:** SARAH MOE PROFESSIONAL CORPORATION  
  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Dental Professional Corporation  
**Registration Date:** 2018/11/29 YYYY/MM/DD

**Registered Office:**  
**Street:** 600, 4911 - 51 STREET  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N6V4

**Records Address:**  
**Street:** 101, 5018 - 45 STREET  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N1K9

**Directors:**  
  
**Last Name:** MOE  
**First Name:** SARAH  
**Street/Box Number:** 101, 5018 - 48 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 SCHEDULE "A" ATTACHED.**Structure:****Share Transfers Restrictions:** NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION.**Min Number Of Directors:** 1**Max Number Of Directors:** 9**Business Restricted To:** SEE SCHEDULE "B" ATTACHED**Business Restricted From:** SEE SCHEDULE "B" ATTACHED**Other Provisions:** SEE SCHEDULE "C" ATTACHED**Other Information:****Outstanding Returns:**

Annual returns are outstanding for the 2019 file year(s).

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2018/11/29	Incorporate Alberta Corporation
2020/02/23	Update BN

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2018/11/29
<a href="#">Restrictions on Business</a>	ELECTRONIC	2018/11/29
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2018/11/29

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.

4/1/2020



# TAB 5

COURT FILE NUMBER 2203-12557

COURT COURT OF QUEEN'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, 52 WELLNESS CENTRE INC.,  
PARADISE MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE  
MANAGEMENT LTD., FAISSAL MOUHAMAD and FETOUN  
AHMAD, also known as FETOUN AHMED

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT WARREN SINCLAIR LLP  
600, 4911 – 51 STREET  
RED DEER, AB T4N 6V4  
**ATTENTION: MATTHEW R. PARK**  
PHONE: (403) 343-3320  
FAX: (403) 343-6069  
FILE NUMBER: 127984/MP

**AFFIDAVIT OF Faissal Mouhamad**

Sworn on August 23, 2022

I, FAISSAL MOUHAMAD, of Red Deer County, in the Province of Alberta, Businessman, MAKE OATH AND SAY AS FOLLOWS:

**Introduction:**

1. I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, in which case I verily believe the same to be

true.

2. I am one of the defendants named in this action.
3. I am the sole director and voting shareholder of the defendants Michael Dave Management Ltd., McIvor Developments Ltd. ("**McIvor**"), Faissal Mouhamad Professional Corporation ("**Faissal PC**"), 52 Wellness Centre Inc. and 985842 Alberta Ltd.
4. I am trained as a dentist. I obtained my dental degree in Syria and practiced in that country and elsewhere until approximately 1996, when I immigrated to Canada.
5. I am licensed by the Alberta Dental Association and College to practice dentistry in Alberta. I currently practice at clinics in both Red Deer, Alberta (the "**Red Deer Clinic**") and Calgary, Alberta (the "**Calgary Clinic**").
6. I am married to the defendant Fetoun Ahmad, also known as Fetoun Ahmed ("**Fetoun**").
7. The Defendant Delta Dental Corporation ("**Delta**") is an Alberta corporation which was incorporated in 2017. Fetoun is Delta's sole director and voting shareholder.
8. In 2020, Delta was struck from the Alberta corporate registry for failing to file annual returns. It was revived in July, 2021 for the purpose of managing the Red Deer Clinic's business operations.
9. The management functions exercised by Delta are as follows:
  - a) All, or substantially all, of the Red Deer Clinic's billing is through Delta; and



- b) All, or substantially all, of the Red Deer Clinic's business expenses are paid by Delta.
10. At no time has Delta had any sort of interest whatsoever, including an ownership interest, in the Red Deer Clinic patient charts, nor has it ever had any sort of control whatsoever over any of those charts. All of the charts are owned and controlled by me or the other dentists practicing at the Red Deer Clinic.
  11. The defendant 52 Dental Corporation ("**52 Dental**") is an Alberta corporation which was incorporated in December, 2021 for the purpose of managing the Calgary Clinic's business operations. Fetoun is 52 Dental's sole director and voting shareholder.
  12. The management functions exercised by 52 Dental are as follows:
    - c) All, or substantially all, of the Calgary Clinic's billing is through 52 Dental;  
and
    - d) All, or substantially all, of the Calgary Clinic's business expenses are paid by 52 Dental.
  13. At no time has 52 Dental had any sort of interest whatsoever, including an ownership interest, in the Red Deer Clinic patient charts, nor has it ever had any sort of control whatsoever over any of those charts. All of the charts are owned and controlled by me or the other dentists practicing at the Calgary Clinic.
  14. Both Delta and 52 Dental maintain operating accounts at Bank of Nova Scotia, through which most of the revenue of the relevant clinics is receipted and out of which most of the expenses of those clinics are paid. Many of the expenses are paid by way of pre-authorized debit.

15. Bank of Nova Scotia has extended credit facilities to 52 Dental, the terms of which include a requirement that all revenue generated from the Calgary Clinic be deposited to 52 Dental's Bank of Nova Scotia operating account.

**The Red Deer Dental Clinic:**

16. As I previously indicated, I currently provide dental services to the Red Deer Clinic and the Calgary Clinic.
17. The Red Deer Clinic is an operational, fully functioning dental practice. It provides dental services 7 days a week, through 6 dentists (including me), 3 dental hygienists, 5 dental assistants, a sterilization technician and 7 administrative/support staff.

**Sale of the Red Deer Clinic:**

18. An unconditional agreement has been entered into to sell the Red Deer Clinic to Ghalib Hadi Professional Corporation (the "**Asset Purchase Agreement**"), the principal of which is Dr. Ghalib Hadi, a dentist who provides dental services to both the Red Deer Clinic and the Calgary Clinic. A redacted copy of the Asset Purchase Agreement is exhibited to the affidavit sworn by Jocelyn Beriault in this matter on August 19, 2022 (the "**Beriault Affidavit**").
19. The closing date provided for by the Asset Purchase Agreement is December 21, 2022.

**Dewinton Property Sale:**

20. McIvor is the registered owner of an undeveloped, approximately 70-acre parcel of land located in the vicinity of Dewinton, Alberta (the "**Dewinton Property**"). Marked as **Exhibit "A"** and attached hereto is a Land Title Certificate for the Dewinton Property as of August 22, 2022

21. McIvor has had the Dewinton Property listed for sale with Steve Seiler, a realtor with KDI Commercial Inc., since September 9, 2020 and has accepted an offer from Samer Altalaj to purchase that property for an amount sufficient to pay the indebtedness owed to the Plaintiff in full (the “**Altalaj Offer**”). A redacted copy of the Altalaj Offer is exhibited to the Beriault Affidavit.
22. The Altalaj Offer is unconditional and is slated to close on November 10, 2022.
23. The registrations against title include to the Dewinton Property include:
  - a) A mortgage in favor of Royal Bank of Canada (the “**RBC Mortgage**”);
  - b) A mortgage in favor of Faissal PC and 985;
  - c) A caveat in favour of the Plaintiff (the “**Caveat**”); and
  - d) A Certificate of *Lis Pendens* in favor of the Plaintiff (the “**CLP**”).
24. In addition to the registrations mentioned above, there is a Certificate of *Lis Pendens* in favor of the Plaintiff in the Pending Registration Que at the Land Titles Office (the “**Pending CLP**”), as well as discharge of a utility right of way or right of way agreement and what I understand to be a purchaser’s lien caveat in favour of Mr. Altalaj.
25. The RBC Mortgage secures repayment of all of McIvor’s present and future indebtedness to RBC, including any indebtedness that arises by way of guarantee.
26. The Caveat, CLP and Pending CLP relate to disputes between various defendants named in this action (including McIvor) and my brother, Mahmoud Mohamad (“**Moe**”), which have resulted in contested lawsuits. Marked as **Exhibit “B”** and attached hereto is a true copy of the Amended Statement of Claim filed in the action

to with the CLP relates (the “**Dewinton Property Action**”). Marked as **Exhibit “C”** and attached hereto is a true copy of the Statement of Defence filed in the Dewinton Action.

27. The Statement of Claim to which the Pending CLP relates has not yet been served.
28. In his pleadings filed in the Dewinton Property Action, Moe does not allege that the RBC Mortgage is invalid or unenforceable, nor does he allege that his registrations have any sort of priority to the RBC Mortgage.
29. On September 7, 2022, McIvor will apply for an order discharging the Caveat, CLP and Pending CLP from title to the Dewinton Property (the “**Discharge Application**”). Marked collectively as **Exhibit “D”** and attached hereto are true copies of the materials filed in support of the Discharge Application, along with McIvor’s proposed form of order.
30. Filed copies of the Discharge Application have been served on Moe’s legal counsel. To date, McIvor has not been served with copies of any materials filed in reply to the application.

**The Receivership Application & the Proposed Interim Monitor Order:**

31. I am informed by Matthew Park, a partner at the law firm Warren Sinclair LLP, legal counsel to me and to the defendants identified at paragraph 3 above, that he was served with unfiled copies of the materials to be relied on by the Plaintiff in support of its August 23, 2022 Receivership Application at approximately 5:30 pm on Friday, August 19, 2022.
32. Faissal PC’s position is that it has not been given adequate time to provide a meaningful response to the Plaintiff’s application and has proposed an adjournment of that application on the terms and conditions set out in the correspondence that is marked as

Exhibit "E" and attached hereto.

**Conclusion:**

33. I swear this affidavit in response to the Plaintiff's receivership application scheduled to take place on August 23, 2022.

SWORN before me at the City of Red Deer )  
in the Province of Alberta, this 23 day )  
of August, 2022 )



\_\_\_\_\_  
A Commissioner for Oaths in and for  
Alberta

**Matthew R. Park**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta

  
\_\_\_\_\_  
FAISSAL MOUHAMAD



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0030 234 033 4;29;21;32;SW 151 108 411

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 29 TOWNSHIP 21
SECTION 32
THAT PORTION OF THE SOUTH WEST QUARTER
WHICH LIES NORTH EAST OF ROAD PLAN 8210125
CONTAINING 44.2 HECTARES (109.2 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

Table with 5 columns: PLAN, NUMBER, HECTARES, (ACRES), MORE OR LESS. Rows include ROAD 0210206, ROAD 0211040, and SUBDIVISION 0211003.

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: FOOTHILLS COUNTY

REFERENCE NUMBER: 121 300 022

Table with 5 columns: REGISTRATION, DATE (DMY), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 151 108 411, 29/04/2015, TRANSFER OF LAND, \$1,700,000, \$1,700,000

OWNERS
MCIVOR DEVELOPMENTS LTD.
OF 101, 5018-45 STREET
RED DEER
ALBERTA T4N 1K9

THIS IS EXHIBIT "A" referred to
in the Affidavit of Faissal Mahmud
sworn before me this 23
day of August, A.D. 2022
[Signature]
A Commissioner for Oaths in and for Alberta

ENCUMBRANCES, LIENS & INTERESTS

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row 1: 781 067 977, 04/05/1978, CAVEAT

-----  
 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
 # 151 108 411

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

RE : DEFERRED RESERVE  
 CAVEATOR - THE CALGARY REGIONAL PLANNING  
 COMMISSION.

001 131 891      17/05/2000      UTILITY RIGHT OF WAY  
 GRANTEE - TELUS COMMUNICATIONS INC.  
 AS TO PORTION OR PLAN:0010715  
 TAKES PRIORITY OF CAVEAT #991313501  
 REGISTERED ON 27TH OCTOBER, 1999

001 327 578      15/11/2000      CAVEAT  
 RE : RIGHT OF WAY AGREEMENT  
 CAVEATOR - ATCO GAS AND PIPELINES LTD.  
 909 11 AVE SW  
 CALGARY  
 ALBERTA T2R1L8

161 203 509      29/08/2016      MORTGAGE  
 MORTGAGEE - ROYAL BANK OF CANADA.  
 4943 ROSS STREET, 2ND FLOOR  
 RED DEER  
 ALBERTA T4N1X8  
 ORIGINAL PRINCIPAL AMOUNT: \$6,000,000

201 128 323      23/07/2020      MORTGAGE  
 MORTGAGEE - FAISSAL MOHAMAD PROFESSIONAL  
 CORPORATION.  
 MORTGAGEE - 985842 ALBERTA LTD.  
 BOTH OF:  
 C/O 7151-50 AVENUE  
 RED DEER  
 ALBERTA T4N4E4  
 ORIGINAL PRINCIPAL AMOUNT: \$6,500,000  
 SEE INSTRUMENT FOR INTEREST

201 128 484      23/07/2020      CAVEAT  
 RE : BENEFICIAL OWNER  
 CAVEATOR - MAHMOUD HUSEN MOHAMAD  
 C/O ANDERSON JAMES MCCALL  
 300, 444 5 AVE SW  
 CALGARY  
 ALBERTA T2P2T8  
 AGENT - BRAD FINDLATER

201 139 847      11/08/2020      CERTIFICATE OF LIS PENDENS  
 BY - MAHMOUD MOHAMAD  
 SEE INSTRUMENT FOR INTEREST

221 097 848      11/05/2022      CAVEAT  
 RE : UTILITY RIGHT OF WAY  
 ( CONTINUED )



\*END OF CERTIFICATE\*

CUSTOMER FILE NUMBER: 127984

ORDER NUMBER: 45236508

2022 AT 03:13 P.M.

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 22 DAY OF AUGUST,

TOTAL PENDING REGISTRATIONS: 003

001 CERTIFICATE OF LIS PENDENS 4:29:21:32;SM

D005MM6 07/06/2022 N/A  
CUSTOMER FILE NUMBER: MCI VOR

001 DISCHARGE #151 108 411

D004MP8 13/05/2022 ATCO GAS  
CUSTOMER FILE NUMBER: 403-245-7845  
A066532

001 CAVEAT #151 108 411

D003XJQ 02/05/2022 BIAIN LEGAL  
CUSTOMER FILE NUMBER: 403-235-3838  
21-8035 ALTA LAJ

DRR RECEIVED NUMBER DATE (D/M/Y) CORPORATE LLP TRADENAME LAND ID

PENDING REGISTRATION QUEUE

TOTAL INSTRUMENTS: 008

CAVEATOR - ATCO GAS AND PIPELINES LTD.  
909 11 AVE SW  
CALGARY  
ALBERTA T2R1L8

REGISTRATION NUMBER DATE (D/M/Y) PARTICULARS

# 151 108 411



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Court File No 2001-09035  
 Court Court of Queen's Bench of Alberta  
 Judicial Centre Calgary  
 Plaintiff Mahmoud Mohamad  
 Defendants Faissal Mouhamad, Mclvor Developments Ltd., Michael Dave Management Ltd., Faissal Mouhamad Professional Corporation and 985842 Alberta Ltd.

Document AMENDED STATEMENT OF CLAIM

Address for service and contact information of party filing this document

**ANDERSON JAMES MCCALL**  
 300, 444 -5<sup>th</sup> Avenue SW  
 Calgary, AB T2P 2T8  
 Attention: Brad J. Findlater  
 Phone: 403.221.8333  
 Facsimile: 403.221.8339  
 File No.: 9409

AMENDED this 10<sup>TH</sup> day of August, 2020 Pursuant to Rule 3.05 dated the            day of           

**NOTICE TO DEFENDANTS**

You are being sued. You are a defendant. Go to the end of this document to see what you can do and when you must do it.

**The Parties**

1. The Plaintiff, Mahmoud Mohamad ("**Mahmoud**") is an individual residing in Calgary, Alberta.
2. The Defendant, Faissal Mouhamad ("**Faissal**"), is an individual residing in Red Deer, Alberta. Faissal and Mahmoud are brothers.
3. The Defendant, Mclvor Developments Ltd. ("**Mclvor**"), is an Alberta corporation owned and operated by Faissal, who is also the sole director and shareholder.
4. The Defendant, Michael Dave Management Ltd. ("**MDM Corp**"), is an Alberta corporation owned and operated by Faissal, who is also the sole director and shareholder.
5. The Defendant, Faissal Mouhamad Professional Corporation ("**FMPC**"), is to the best of the Plaintiff's knowledge, a professional corporation with its main dental offices in Red Deer, Alberta, which to the best of the Plaintiff's knowledge, at all material times, Faissal was the sole practitioner.

THIS IS EXHIBIT B "The Defendant, 985842 Alberta Ltd. ("**985 Corp**"), is an Alberta corporation owned and operated by Faissal, who is also the sole director and shareholder.  
 in the Affidavit of Faissal Mouhamad

sworn before me this 23 day of August, A.D. 2023

[Signature]  
 A Commissioner for Oaths in and for Alberta

**Matthew R. Park**  
 Barrister and Solicitor  
 A Commissioner for Oaths  
 in and for Alberta

7. The company 1711403 Alberta Ltd. ("171 Corp") is an Alberta corporation created by both Faissal and Mahmoud on or about 7 November 2012, for which both they are co-directors. The shareholdings of 171 Corp are listed at the corporate registry as 51% Faissal and 49% Mahmoud, however it should be 50% each.
8. The Defendants McIvor, MDM Corp, FMPC and 985 Corp are referred to collectively as the "Corporate Defendants".
9. At all material times, the Corporate Defendants were the *alter egos* of, and were dominated by Faissal. As such, Faissal is personally liable for the wrongful conduct of the Corporate Defendants set out below.

#### DeWinton Lands Acquisition

10. Mahmoud and Faissal are brothers who have historically done numerous land development projects and other investments together. One such investment was to purchase farmlands in the municipality of Foothills County, near the hamlet of DeWinton. The farmlands are comprised of 109 acres, legally described as follows:

MERIDIAN 4 RANGE 29 TOWNSHIP 21  
SECTION 32  
THAT PORTION OF THE SOUTH WEST QUARTER  
WHICH LIES NORTH EAST OF ROAD PLAN 8210125  
CONTAINING 44.2 HECTARES (109.2 ACRES) MORE OR LESS  
EXCEPTING THEREOUT

PLAN	NUMBER	HECTARES	(ACRES)	MORE OR LESS
ROAD	0210206	0.860	2.13	
ROAD	0211040	3.66	9.04	
SUBDIVISION	0211003	7.40	18.29	

EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

(the "DeWinton Lands")

11. In or around June 2012, Mahmoud executed a purchase contract with the previous owner to purchase the DeWinton Lands for a purchase price of \$1.7 million. The transaction was scheduled to close on or about 8 November 2012.
12. After executing the purchase and sale contract in his personal capacity, Mahmoud was approached by Faissal, who was interested in partnering with Mahmoud to purchase the DeWinton Lands. Mahmoud agreed to partner with Faissal for the purchase and development of the DeWinton Lands, incorporating 171 Corp on 7 November 2012 for that purpose.

13. Faissal and Mahmoud agreed to purchase the DeWinton Lands via 171 Corp for a purchase price of \$1.7 million, with title transferring to 171 Corp on 16 November 2012, registered as instrument number 121 300 022.
14. 171 Corp was created for the sole purpose of holding title to the DeWinton Lands, which was its only asset. 171 Corp did not conduct any other business.
15. With respect to the funds to purchase the DeWinton Lands, Mahmoud and Faissal agreed that:
  - a. Mahmoud and Faissal would each contribute equally to the purchase price of the DeWinton Lands, at \$850,000 each;
  - b. Mahmoud's \$850,000 contribution would be paid directly by Faissal by way of cash, in partial satisfaction of an investment liability that Faissal owed Mahmoud, in relation to Mahmoud's work associated with the construction of Faissal's primary residence municipally described as 52-26534 Township Road 384, Red Deer County, Alberta;
  - c. Faissal's \$850,000 contribution would be financed by way of a mortgage taken out by 171 Corp in the amount of \$900,000 from Paragon Capital Corporation Ltd., which was executed on 8 November 2012 by both Faissal and Mahmoud, on behalf of 171 Corp, and registered against title to the DeWinton Lands as instrument number 121 300 323 on 16 November 2012 (the "Paragon Mortgage"). The Paragon Mortgage had an interest rate of 0.625%; and
  - d. As the Paragon Mortgage represented Faissal's contribution to the purchase price, the brothers agreed that Faissal would be solely responsible for servicing the Paragon Mortgage, as well as the property taxes for the DeWinton Lands.
16. The investment strategy agreed to between the brothers was to sit on the DeWinton Lands for several years as the value increased, then use the equity in the DeWinton Lands to finance its development and subdivision into 144 lots. During that time Faissal and Mahmoud collaborated to execute steps towards completing the land development, including:
  - a. In or around January 2013 Mahmoud and Faissal (via 171 Corp) engaged the company 818 Studio Ltd. to create a land development proposal;
  - b. In or around April 2014 Mahmoud and Faissal (via 171 Corp) engaged Acumen Real Estate Valuations Inc. to provide an appraisal of the DeWinton Lands for potential financing, the value of which was appraised at \$6,000,000; and
  - c. Between 2014 and 2020 Faissal and Mahmoud's son purchased additional plots of land adjacent to the DeWinton Lands, in anticipation of the future development of these properties concurrently with the DeWinton Lands.

17. In or around 2016, both Mahmoud and Faissal's focus shifted to a different land development project in Chestermere that they were partners in, which is still ongoing today and for which Mahmoud is still owed money.

#### **DeWinton Lands Scheme**

18. Notwithstanding the joint ownership of the DeWinton Lands via 171 Corp and the plan to use the equity from that land to develop it, Faissal treated the DeWinton Lands as his own, without the knowledge of Mahmoud, as set out below (the "DeWinton Lands Scheme").
19. On or about 21 April 2015 Faissal executed a transfer of land on behalf of 171 Corp, transferring the DeWinton Lands from 171 Corp to his wholly owned corporation, Mclvor. The transfer was registered at land titles on 29 April 2015 as instrument number 151 108 411.
20. The transfer of land from 171 to Mclvor was executed without the knowledge or consent of Mahmoud. In fact, Mahmoud did not become aware the DeWinton Lands had been transferred out of the name of 171 Corp until in or around June 2020.
21. On the same day, 21 April 2015, Faissal (on behalf of Mclvor) executed a mortgage against the DeWinton Lands from the Toronto Dominion Bank in principal sum of \$2,500,000, which was registered against title to the DeWinton Lands on 29 April 2015 as instrument number 151 108 412 (the "TD Mortgage"). The TD Mortgage had an interest rate of 6.5% + prime. A discharge of the Paragon Mortgage was registered on 4 June 2015 as instrument number 151 139 440.
22. The TD Mortgage was procured by Faissal through Mclvor without the knowledge or consent of Mahmoud. In fact, Mahmoud did not become aware of the TD Mortgage until in or around July 2020.
23. On or about 12 August 2016 Faissal caused Mclvor to take out a mortgage against the DeWinton Lands from the Royal Bank of Canada for the principal amount of \$6,000,000 (the "RBC Mortgage"). The RBC Mortgage was registered against title to the DeWinton Lands on 29 August 2016 as instrument number 161 203 509. The RBC Mortgage has an interest rate of 5% plus prime. A discharge of the TD Mortgage was registered against title to the DeWinton Lands on 3 November 2016 as instrument number 161 203 509.
24. The RBC Mortgage was procured by Faissal through Mclvor without the knowledge or consent of Mahmoud. In fact, Mahmoud did not become aware of the RBC Mortgage until in or around June 2020. It is currently unknown what the balance is left owing is under the RBC Mortgage.
25. On 23 July 2020 Faissal, after the filing of the Statement of Claim in this Action, FMPC and 985 Corp caused a mortgage to be registered against title to the DeWinton Lands in

the principal amount of \$6,500,000, the mortgagees being FMPC for \$4,500,000 and 985 Corp for \$2,000,000 (the "Faissal Mortgage").

26. The Faissal Mortgage was also registered as against several other properties that are included and particularized at paragraphs \_\_ below, and defined as the 'Real Property'.

**As a result of the transfer of land to Mclvor, the TD Mortgage and the RBC Mortgage, and the Faissal Mortgage, Faissal (via Mclvor and the other Defendants) has removed all or most of the equity of the DeWinton Lands, for the sole benefit of himself and his related corporate entities, all without the knowledge or approval of Mahmoud. As no improvements or developments have been done to the DeWinton Lands, the funds from the RBC Mortgage were used by Faissal to purchase other properties or fund other investments. Breach of Duties to Mahmoud and 171 Corp**

27. At all material times Faissal was permitted a discretion to act in ways that could significantly affect the interests of Mahmoud and 171 Corp, who were vulnerable in the exercise of that discretion, such that Faissal owed fiduciary duties to Mahmoud and 171 Corp.
28. At all material times, Faissal was co-director and shareholder of 171 Corp, and owed Mahmoud and 171 Corp statutory and common law duties, including but not limited to:
- a. to serve 171 Corp faithfully and loyally, and perform his duties and responsibilities in a competent and diligent manner, with due regard to the interests of Mahmoud;
  - b. to act honestly and in good faith in the performance of his duties and responsibilities;
  - c. to obey all lawful direction of 171 Corp, including the implied directions to perform the duties and responsibilities he was tasked with performing;
  - d. to not intentionally or recklessly perform any tasks in a manner detrimental to the interests or well-being of Mahmoud, or in a manner for which harm or loss was reasonably foreseeable;
  - e. to not misuse or misappropriate the funds, property or opportunities of the corporation;
  - f. to exercise reasonable care, diligence and skill in the performance and discharge of their duties to carry out the affairs of the corporation having regard to the best interests of the corporation, and to put those interests ahead of his own personal interests;
  - g. to perform his duties as director in an honest, diligent and competent manner; and
  - h. to keep the other director and shareholder of the corporation, being Mahmoud, properly informed of the financial affairs and business dealings of the corporation, and to not conceal facts or information from him about the financial affairs and business dealings of 171 Corp.

29. Faissal has mismanaged the affairs of 171 Corp, and has breached his statutory and common law duties of care to Mahmoud and 171 Corp, and has acted in a manner that is oppressive and prejudicial to Mahmoud, which includes the following:
- a. concealed the financial and business affairs of 171 Corp, the specifics of which are still being discovered, including selling or disposing all its assets;
  - b. redirected the corporate opportunities of 171 Corp to himself, Mclvor or the other Defendants;
  - c. is or was using the property of 171 Corp for his own personal use, without authorization, and has converted the property of 171 Corp to his own use, directly or indirectly;
  - d. has misappropriated assets from the corporation, the full specifics of which are still being discovered due to the intentional or reckless concealment of corporate information by Faissal;
  - e. has wrongfully diverted corporate opportunities of 171 Corp by transferring the DeWinton Lands and causing a mortgage to be taken out against all, or substantially all, of its equity;
  - f. without authority from 171 Corp, and without the knowledge, consent or approval of Mahmoud, Faissal has caused 171 Corp to pay his personal or related corporation expenses, the full specifics of which are still being discovered;
  - g. Has utilized his power as director and officer of 171 Corp, and has caused the business and affairs of 171 Corp to be carried on and conducted, in a manner that is oppressive or unfairly disregards the interests of Mahmoud; and
  - h. Such further breaches as may be discovered and proven at trial.
30. Further or in the alternative, Faissal as an officer and key employee of 171 Corp, having regard to the specific responsibilities of his respective position within 171 Corp, was privy to financial and proprietary business information of 171 Corp, and was afforded a discretion to act in ways that could adversely affect the interests of 171 Corp, and Mahmoud was vulnerable to him in the exercise of that discretion. Faissal accordingly owed 171 Corp fiduciary duties, including but not limited to a duty to perform his tasks and exercise his power and authority within 171 Corp in good faith, with a view to the best interests of 171 Corp, and in such a manner as to safeguard the interests of 171 Corp and its financial and proprietary business information.
31. As a result of the investment of Mahmoud into 171 Corp and the subsequent improper transfer of the DeWinton Lands to Mclvor, Faissal was the Trustee of Mahmoud's funds and as a result owed Mahmoud a fiduciary duty. This duty required, at minimum, for Faissal to report to the Plaintiff on the business and affairs of both 171 Corp and Mclvor.

32. As a result, the Plaintiff was and is a beneficial owner of no less than 50% of the issued and outstanding shares of Mclvor.
33. In accordance with the Plaintiff's beneficial interest in the DeWinton Lands, the Plaintiff caused a caveat to be registered against title to the DeWinton Lands on 20 July 2020 as instrument number 201 128 484 (the "Caveat").

#### **Breach of Trust**

34. At all material times, Mclvor was the Trustee for Mahmoud. As all acts of Mclvor as trustee were carried out by Faissal and Faissal possessed and administered the trust property, Faissal was a Trustee *de son tort* for the Plaintiff.
35. As Trustees, each of Faissal and Mclvor were in a fiduciary relationship with Mahmoud and owed to Mahmoud,
  - a. A duty to act honestly and with that level of skill and prudence which would be expected of the reasonable person;
  - b. A duty to not place their personal interests ahead of the interests of the Plaintiff;
  - c. A duty not to appropriate for other purposes the business and corporate opportunities arising from the trust relationship;
  - d. A duty to protect the assets standing in the name of 171 Corp and not to transfer any such assets without the express knowledge and approval of the Plaintiff, as beneficiary of this trust; and
  - e. A duty not to profit personally from its dealings with the trust property or with the beneficiary of the trust.
36. Mahmoud states that Faissal, Mclvor or both or either of them acted in breach of trust and in breach of their fiduciary duties to Mahmoud, the particulars of which include:
  - a. Failing to meet the standard of care of an ordinary trustee including failing to be honest to Mahmoud as the beneficiary of the trust, and failing to administer the trust in the way an ordinary prudent person would conduct his affairs;
  - b. Registering the shareholdings of 171 Corp as 51% Faissal and 49% Mahmoud, rather than the initially agreed upon shareholdings of 50/50;
  - c. Transferring the DeWinton Lands from the jointly owned company 171 Corp to the solely owned company Mclvor, without the knowledge or consent of Mahmoud;
  - d. Procuring the TD Mortgage against the DeWinton Lands for the principal amount of \$2.5 Million, without the knowledge and consent of Mahmoud, and for their benefit only;



- e. Procuring the RBC Mortgage against the DeWinton Lands for the principal amount of \$6 Million, without the knowledge and consent of Mahmoud, and for their benefit only;
  - f. Procuring the Faissal Mortgage against the DeWinton Lands for the principal amount of \$6.5 million, without the knowledge and consent of Mahmoud, for the benefit of the Defendants, and for an improper purpose;
  - g. Failing to account to Mahmoud for the proceeds from the TD Mortgage and the RBC Mortgage, or any investments for which those funds were used;
  - h. Failing to provide an accurate accounting to the Plaintiff or intentionally providing a misleading accounting to the Plaintiff including, Failing or refused to provide any financial information from 171 Corp and Mclvor or back up records in respect to Mahmoud's investments notwithstanding the obligation of a Trustee to do so;
  - i. Carrying out self-dealing transactions including the DeWinton Lands Scheme, and taking numerous business and corporate opportunities, for Faissal's personal benefit or for the benefit of his related corporations or unknown third parties;
  - j. Failing to disclose or otherwise misrepresenting his conduct to Mahmoud; and
  - k. Such further and other breaches as may be proven at the trial of this action.
37. As a result of the breaches of trust by Faissal and Mclvor, Mahmoud has suffered and will continue to suffer damages and losses, particulars of which include:
- a. Loss of equity of the DeWinton Lands;
  - b. Loss of investment opportunity;
  - c. Loss of business opportunity, including the ability to develop the DeWinton Lands and neighbouring parcels of land that were purchased by Mahmoud and his son;
  - d. Loss of share value;
  - e. Loss of interest; and
  - f. Such further and other damages as may be proven at the trial of this action.

### **Oppression**

38. Further, Faissal as the sole director of Mclvor, as a director of 171 Corp, and as a director of various subsidiaries, partnerships, and affiliated corporations, breached the duty of care owed to his respective shareholders, and the beneficial owners thereof, including Mahmoud. Faissal did so by failing to act in accordance with the best interests of the

beneficial owners thereof, and by failing to exercise the care, diligence and skill of a reasonably prudent person in Faissal's position.

39. Mahmoud states that Faissal in his capacity as director of the Mclvor and 171 Corp, breached his fiduciary obligations owed to the Plaintiff and acted in a manner which is prejudicial to, or unfairly disregards the interests of, or is oppressive to the Plaintiff, the particulars of which include:

- a. Secretly and imprudently advancing and stripping the equity of all, or substantively all, of the assets of 171 Corp, to related companies operated or controlled by Faissal, some of which are other Defendants herein, without adequate or any security, without any written documentation, and without the knowledge, consent or approval of the Plaintiff;
- b. Improperly transferring amounts between shareholder loan accounts in such a way as to misrepresent amounts due and owing to the Plaintiff;
- c. Inappropriately withdrawing excessive amounts in management fees, salary, bonuses, benefits and other remuneration without knowledge, consent and approval of the Plaintiff, the particulars of which are still being discovered;
- d. Registering the Faissal Mortgage as against the DeWinton Lands and several other properties (as set out below), when the Faissal Mortgage was never funded, and further or in the alternative, for the sole purpose of attempting to strip the equity of the real property owned by one or more the Defendants;
- e. Failing to follow generally accepted accounting principles and practices; and
- f. Such further and other particulars of oppression or breach of the various obligations as may be proven at the trial of this action,

(collectively, the "Oppressive Actions").

40. The Plaintiff specifically pleads and relies on section 242 of the *Business Corporations Act*, RSA 2000, c B-9.

41. As a result of the Oppressive Action, and other wrongful acts set out herein, the Plaintiff has suffered and will continue to suffer damages and irreparable harm, particulars of which include, *inter alia* the following:

- a. Loss of the value of the DeWinton Lands;
- b. Loss of business opportunity, including the ability to develop the DeWinton Lands and the neighbouring parcels of land purchased by Mahmoud and his son;
- c. Loss of share value;

- d. Diminution of share value;
  - e. Loss of investment opportunity;
  - f. Loss of interest; and
  - g. Such further and other damages as may be proven at the trial of this action.
42. As a result of the foregoing, the corporate veil should be pierced and liability should be imposed on the director, Faissal, personally, for the wrongful acts of Mclvor.

**Conversion**

43. By means of the DeWinton Lands Scheme, Faissal has converted Mahmoud's interest in the DeWinton Lands for his own use by causing mortgages to be registered against the DeWinton Lands via Mclvor, and thereby depriving Mahmoud of the benefit of his interest in the DeWinton Lands and the business opportunities associated with the DeWinton Lands.

**Unjust Enrichment**

44. Further, and without any juristic reason, the Defendants have received the benefit of the proceeds of the DeWinton Lands Scheme to the detriment of the Plaintiff. The Plaintiff seeks a declaration of a constructive trust or restitution and damages as a result of such unjust enrichment. The quantum of such damages is no less than half the fair market value of the DeWinton Lands.
45. The Defendants are the constructive trustees of any and all funds, property, or other benefits any or all of them received, either directly or indirectly, from the DeWinton Lands Scheme and the Oppressive Actions, set out herein and therefore hold any such funds, property or other benefits in trust for the benefit of the Plaintiff to the extent of his interest. To the extent that any of the Defendants have dissipated any of the funds, property, or other benefits so held on behalf of the Plaintiff, they are in breach of trust and liable to account for and make restitution to the Plaintiff arising from any such breach of trust.
46. Without limiting the generality of the foregoing, the Plaintiff claims the right to a constructive trust over the following real property acquired or improved, directly or indirectly, from proceeds derived from the DeWinton Lands Scheme and the Oppressive Actions, or to the proceeds from the sale of any of the real property, including:
- a. The property owned solely by Faissal in Cochrane, Alberta and legally described as:

PLAN 7410941  
LOT 4  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK SAME

**AREA: 8.13 HECTARES (20.1 ACRES) MORE OR LESS**

This property was purchased by Faissal from a third party for \$2,250,000.00 cash, pursuant to a transfer of land executed 11 August 2016 and registered as instrument number 161 210 265.

The Faissal Mortgage was registered as against this property.

- b. The property owned solely by Faissal in Cochrane, Alberta and legally described as:

PLAN 7410941  
 LOT 3  
 EXCEPTING THEREOUT ALL MINES AND MINERALS  
 AND THE RIGHT TO WORK SAME  
 AREA: 7.6 HECTARES (18.77 ACRES) MORE OR LESS

This property was transferred to Faissal from McIvor for *nil* consideration pursuant to a transfer of land executed 12 July 2016, registered as instrument number 161 176 636.

The Faissal Mortgage was registered as against this property.

- c. The property owned solely by Faissal in Cochrane, Alberta and legally described as:

PLAN M.D. OF ROCKY VIEW 7410941  
 LOT TWO (2)  
 CONTAINING EIGHTEEN AND SIXTEEN HUNDREDTHS (18.16) ACRES  
 MORE OR LESS  
 EXCEPTING THEREOUT ALL MINES AND MINERALS  
 AND THE RIGHT TO WORK SAME

The Faissal Mortgage was registered as against this property.

- d. The property owned solely by Faissal in Foothills County, Alberta and legally described as:

PLAN 731581  
 BLOCK 6  
 CONTAINING 7.93 HECTARES (19.6 ACRES) MORE OR LESS  
 EXCEPTING THEREOUT:

	HECTARES	ACRES	MORE OR LESS
A) PLAN 9913138 SUBDIVISION	1.84	4.55	

EXCEPTING THEREOUT ALL MINES AND MINERALS  
 AND THE RIGHT TO WORK SAME

The Faissal Mortgage was registered as against this property.

- e. The property owned solely by Faissal municipally described as 52-26534 Township Road 384, Red Deer County, Alberta and legally described as:

PLAN 0120803  
BLOCK 3  
LOT 2A  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 1.13 HECTARES (2.79 ACRES) MORE OR LESS

This property is the primary residence of Faissal and is the property-managed and constructed by Mahmoud, and for which Mahmoud accepted 50% equity in the DeWinton Lands as partial payment for his services and investment related to the development.

- f. The property owned solely by Faissal municipally described as 243190 Rainbow Road, Chestermere, Alberta and legally described as:

MERIDIAN 4 RANGE 28 TOWNSHIP 24  
SECTION 22  
ALL THAT PORTION OF THE NORTH WEST QUARTER  
LYING TO THE SOUTH OF PLAN 7510158, TO THE  
WEST OF BLOCK 3, PLAN 2078 JK, AND TO THE NORTH  
OF THE WESTERLY PRODUCTION OF THE SOUTH BOUNDARY  
OF BLOCK 3, PLAN 2078 J.K.,  
CONTAINING 8.09 HECTARES (20 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:  
A) PLAN NUMBER HECTARES (ACRES) MORE OR LESS  
SUBDIVISION 9012376 2.03 (5.01)

EXCEPTING THEREOUT ALL MINES AND MINERALS

This property was purchased by Faissal for \$2.05 million pursuant to a transfer of land registered at land titles as instrument number 151 010 609 on 14 January 2015.

The Faissal Mortgage was registered as against this property.

- g. The property owned solely by 985 Corp in Drayton Valley, Alberta and legally described as:

PLAN 0721291  
BLOCK 102  
LOT 14  
EXCEPTING THEREOUT ALL MINES AND MINERALS

- h. The property owned solely by MDM Corp in Red Deer, Alberta and legally described as:

PLAN 2223KS  
BLOCK 1  
LOT 4A  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**AREA: 0.291 HECTARES (0.72 ACRES) MORE OR LESS**

This property was purchased by MDM Corp. for \$1.1 million from a third party pursuant to a transfer of land registered at land titles as instrument number 162 262 370 on 21 September 2016.

(collectively, the "Real Property").

47. The Real Property was purchased by Faissal, directly or through closely held corporations including the Defendants, with some or all the funds advanced from the TD Mortgage, and/or the RBC Mortgage on the DeWinton Lands.
48. The Plaintiff claims that the Real Property set out above was acquired, improved, and mortgages were serviced by, funds paid by Faissal or one of the Corporate Defendants.
49. The Plaintiff claims to be entitled to a proprietary interest in all assets and property, including the Real Property set out above, currently in the possession of one or more of the Defendants. This claim and property right arises by virtue of constructive trust, resulting trust, the law of tracing or any of these concepts.
50. The Plaintiff expressly claims an ownership interest in the Real Property.
51. The Plaintiff also claims rights to a constructive trust over any personal property acquired directly or indirectly from proceeds derived from the DeWinton Lands Scheme and the Oppressive Actions, and located anywhere in Canada or to the proceeds from the sale of any of the personal property, including any property or equipment acquired by FMPC in relation to its operations as a dental office.

**Conspiracy**

52. Further, or in the alternative, Faissal and the other Defendants, together or each individually, acted pursuant to a common design, the predominant purpose of which was to cause harm to the Plaintiff. The Plaintiff has suffered loss and damage as a result in an amount to be proven at the trial of this action.
53. Each of Faissal and the Corporate Defendants unlawfully conspired to carry out the DeWinton Lands Scheme and the Oppressive Actions, for the predominate purpose of causing injury to the Plaintiff and benefit themselves, which resulted in the Plaintiff suffering loss and damage. In so doing, the Defendants acted jointly knowing that injury to the Plaintiff was likely to occur and that the means being used to carry out the DeWinton Lands Scheme and the Oppressive Actions, were unlawful.
54. Alternatively, Faissal and the other defendants together with other unknown parties, acted jointly, their conduct was directed at the Plaintiff, and they knew or ought to have known that the Plaintiff would suffer harm as a result of these actions.

55. In doing any of the foregoing activities and by participating in the DeWinton Lands Scheme and the Oppressive Actions, Faissal has misused corporate authority and abused his power as an officer and director of the Corporate Defendants and 171 Corp. In doing so, Faissal breached his obligation to manage the Plaintiff's funds and instead acted in his own best interest and for his own benefit or the benefit of the other Defendants.

#### **Knowing Assistance / Knowing Receipt**

56. The Corporate Defendants, and each of them, knew or were reckless or willfully blind to the fact that Faissal was acting unlawfully and in breach of trust and in breach of his fiduciary duties to the Plaintiff and 171 Corp in orchestrating the DeWinton Lands Scheme and other actions set out herein against the Plaintiff. The Corporate Defendants received and accepted the proceeds arising from this scheme when each knew or ought to have known that such proceeds arose from, and were made to each of them, in breach of the duties owed by Faissal to the Plaintiff and 171 Corp.
57. Further, or in the alternative, the corporate Defendants ought to have known that receipt and acceptance of the proceeds from the wrongful acts constituted the knowing receipt of the proceeds of unlawful conduct or were generated in breach of the fiduciary obligations owed by Faissal to the Plaintiff. As a result, the Defendants hold any proceeds received by the Defendants (whether directly or indirectly) as a result of the actions of Faissal as constructive trustees for the Plaintiff.

#### **Waiver of Tort**

58. In light of the wrongful and unlawful conduct of the Defendants, this is an appropriate case under which the Plaintiff may elect to waive compensation as a remedy and receive the disgorgement of any gains received by the Defendants as a result of their misconduct, along with an accounting of any profits received by the Defendants.
59. The Plaintiff claims return of those funds in whatever form to which they can be traced, and damages to the extent such funds have been dissipated.

#### **Tracing and Preservation Orders**

60. As a result of the Defendants' wrongful conduct as set out above, the Plaintiff is entitled to trace all amounts received or disbursed by the Defendants, directly or indirectly, as part of or as a result of the the DeWinton Lands Scheme and the Oppressive Actions, including the Real Property, and any other assets as part of the constructive trust claim, and the right to recover same (the "Traced Assets").
61. The Plaintiff is also entitled to an accounting of the monies belonging to the Plaintiff that have come into the possession of any of the Defendants, and to an accounting of any

benefit received by any of the Defendants as a result of the DeWinton Lands Scheme and the Oppressive Actions.

62. The Plaintiff is also entitled to interim and permanent injunctions restraining the Defendants from disposing of any of their assets wherever located and an accounting of all of these Defendants' assets, effects, and property, including any trust account or jointly held assets, any improper disposition thereof, and all money had or received by the Defendants or anyone on their behalf.
63. The Plaintiff is also entitled to a preservation order preventing the Defendants from diminishing the value of any of their assets, wherever located, and requiring the Defendants to take all necessary steps to preserve the value of any such property along with any evidence in their power, possession, or control relating to the matters at issue in this Action.
64. The Defendants are liable to make restitution to the Plaintiff and to disgorge any benefits received from the DeWinton Lands Scheme and the Oppressive Actions, to the Plaintiff.

**Remedy sought:**

65. The Plaintiff claims jointly and severally against the Defendants:
  - a. Damages in the amount of \$3,000,000.00 or such further and other amount as may be proven at trial;
  - b. A Declaration that the Caveat is valid and the Plaintiff is the beneficial owner of at least one half the DeWinton Lands, or alternatively has a valid and subsisting beneficial interest in, or enforceable charge, or equitable mortgage in relation to the DeWinton Lands, with a corresponding Order directing that the Plaintiff be at least 50% owner of the DeWinton Lands;
  - c. A Declaration that the Faissal Mortgage is invalid and was wrongfully registered, with a corresponding Order discharging the Faissal Mortgage from the DeWinton Lands and the corresponding Real Property;
  - d. Further or in the alternative, a Declaration that the Faissal Mortgage was not funded and a corresponding Order discharging the Faissal Mortgage;
  - e. Further, or in the alternative, an Order postponing the Faissal Mortgage to the Caveat;
  - f. Further, or in the alternative, an Order to reduce the amount secured by the Faissal Mortgage to the reflect the amount advanced at the time the Caveat was registered;
  - g. An accounting of all assets, effects and property of the Defendants, including interest in any accounts and of all money had or received by the Defendants, or any person on their behalf and all dealings and transactions between the Defendants;



- h. A full accounting from Faissal and Mclvor, include the dealings with the other Defendants or other corporations or individuals, their subsidiaries and affiliates;
- i. An Order that Faissal and Mclvor disgorge all profits made and all assets acquired as a result of their breaches of trust and breaches of fiduciary duty;
- j. A declaration that the Plaintiff is an owner, and holder of a proprietary interest, in each of parcels identified as the Real Property above;
- k. A declaration that the Plaintiff is entitled to trace all amounts wrongfully received or disbursed by the Defendants in, to and through any financial institution, accounts or deposit facilities in the name of the Defendants and in, to or through any assets purchased by the Defendants with the Plaintiff's funds and to recover same;
- l. An Order directing rectification of the registers or other records of all corporations in which the Plaintiff has proved his interest and directing compensation to the Plaintiff under section 244 of the *Business Corporations Act*;
- m. A declaration that the corporate veil of the corporate Defendants be pierced so that judgment may be granted against Faissal personally;
- n. An Order to compensate the Plaintiff, as a complainant under Part 19 of the *Business Corporations Act*, and such further and other relief to which the Plaintiff is entitled, as determined by the Court;
- o. An Order, pursuant to section 118(5) and 118(6)(a) of the *Business Corporations Act*, directing the repayment and restoration of Mahmoud and 171 Corp's funds and property;
- p. An Order pursuant to section 240 and 242(3)(g) of the *Business Corporations Act*, granting leave to Mahmoud to commence a derivative action in the name of 171 Corp, if necessary and a corresponding Order, pursuant to section 241 of the *Business Corporations Act*, (a) authorizing Mahmoud to control the conduct of this Action on behalf of 171 Corp (b) for the Court's directions regarding the conduct of this Action, and (c) requiring that any amount adjudged payable by the Defendants in this Action shall be paid, in whole or in part, to Mahmoud;
- q. An interim and permanent injunction restraining the Defendants from disposing of any of their assets, wherever located, including those held by any other person on their behalf;
- r. A preservation order restraining the Defendants from any conduct that would diminish the value of any of their assets, wherever located, and requiring the Defendants to take all necessary steps to preserve the value of any such property along with any evidence in their power, possession, or control relating got the matters at issue in this Action;
- s. An order appointing a receiver or receiver-manager over the assets and undertakings of Faissal and Mclvor on such terms as this Court may deem just;

- t. Damages for breach of trust and breach of fiduciary duty in an amount to be proven at trial;
- u. Special damages arising out of the detection, investigation and quantification, and recovery of the losses, and consequential losses suffered by the Plaintiff in an amount to be proven at trial;
- v. Punitive and exemplary damages in the amount of \$250,000.00 against Faissal;
- w. Pre-judgment and post-judgment interest in accordance with the Plaintiff's costs of funds, or alternatively, the *Judgment Interest Act*;
- x. Costs of this action on a solicitor and client basis; and
- y. Such further and other relief as this Honourable Court deems just.

**NOTICE TO THE DEFENDANTS**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at 601 – 5<sup>th</sup> Street, Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff against you.



COURT FILE NUMBER 2001-09035

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF(S) MAHMOUD MOHAMAD

DEFENDANT(S) FAISSAL MOUHAMAD, MCIVOR DEVELOPMENTS LTD.,  
MICHAEL DAVE MANAGEMENT LTD., FAISSAL  
MOUHAMAD PROFESSIONAL CORPORATION and 985842  
ALBERTA LTD.

DOCUMENT **STATEMENT OF DEFENCE OF FAISSAL  
MOUHAMAD, MCIVOR DEVELOPMENTS LTD.,  
MICHAEL DAVE MANAGEMENT LTD., FAISSAL  
MOUHAMAD PROFESSIONAL CORPORATION and  
985842 ALBERTA LTD.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
WARREN SINCLAIR LLP  
600, 4911 - 51 STREET  
RED DEER, AB T4N 6V4  
**ATTENTION: MATTHEW R. PARK**  
PHONE: (403) 343-3320  
FAX: (403) 343-6069  
FILE NUMBER: 117613/MP

THIS IS EXHIBIT " C " referred to  
in the Affidavit of Faïssal Mohamad  
sworn before me this 23  
day of August, A.D. 2022

  
A Commissioner for Oaths in and for Alberta

00698476-1

**Matthew R. Park**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta

**Statement of facts relied on:**

**Admissions:**

1. Except as expressly admitted herein, each of the Defendants deny each and every allegation of fact made in the Amended Statement of Claim.
2. Unless otherwise indicated, capitalized terms used in this pleading shall have the meaning given to them in the Amended Statement of Claim.
3. Each of the Defendants admit the allegations made at paragraphs 1-6, inclusive, 21, 23, 25 and 26 of the Amended Statement of Claim.
4. Each of the Defendants admit that:
  - a) 171 Corp is an Alberta corporation created by Faissal and Mahmoud on or about November 7, 2012.
  - b) Faissal and Mahmoud are both directors of 171 Corp.
  - c) Faissal holds 51% of the issued voting shares of 171 Corp, while Mahmoud holds the balance.
  - d) On July 20, 2020, Mahmoud caused a caveat to be registered against the Dewinton Lands as registration number 201 128 484.
  - e) The Faissal Mortgage has been registered against title to the properties identified at paragraph 46 of the Amended Statement of Claim.
  - f) On or about April 21, 2015, Faissal executed a transfer of land on behalf of 171 Corp transferring the Dewinton Lands from 171 Corp to McIvor, which transfer of

land was registered at the Land Titles Office on April 29, 2015 as registration number 151 108 411.

**Introductory Matters:**

5. As noted in the Amended Statement of Claim, Faissal and Mahmoud are brothers.
6. Both Faissal and Mahmoud were born in Syria.
7. In or about 1995, Mahmoud immigrated to Canada. Faissal immigrated to Canada within a year or so thereafter.
8. Faissal is trained as a dentist. He obtained his dental degree in Syria and practiced in that country and elsewhere prior to immigrating to Canada, where he has continued to practice dentistry.
9. Mahmoud is a trained medical doctor. He obtained his medical degree in Syria and practiced medicine in that country and in Lebanon prior to immigrating to Canada. Despite a number of attempts to do so, Mahmoud has been unable to obtain a licence to practice medicine in Canada and, from in or about 1995 to in or about 2010, relied on government assistance and employment earned as a labourer to fund his living expenses.
10. In or about 2002, Mahmoud received proceeds from an insurance claim settlement, which he used to assist in the purchase several residential rental properties (the “**Revenue Properties**”).
11. In or about 2010, Mahmoud encountered significant financial difficulties, which resulted in foreclosure actions being initiated in respect of some or all of the Revenue Properties.
12. At that time, Faissal was in the process of completing of his primary residence, located in Red Deer County, Alberta and referred to at paragraphs 15 (b) and 46 (e) of the Amended Statement of Claim (the “**Red Deer County Property**”).

13. In an effort to aid Mahmoud financially, Faissal offered to pay Mahmoud to assist him with the construction of the Red Deer County Property.
14. No formal arrangements were entered into between Faissal and Mahmoud in that regard. Rather, Faissal and Mahmoud agreed that Mahmoud would assist Faissal from time-to-time as required and requested by Faissal and that Faissal would compensate Mahmoud for his assistance as requested by Mahmoud.
15. The financial assistance provided by Faissal included paying tuition for Mahmoud's children attending private school and university and travel expenses for Mahmoud's family.
16. Essentially, Mahmoud was dependent on Faissal for financial support. In fact, at all times material to this action, Mahmoud has relied on Faissal to support him financially.
17. In or about late 2010, Faissal purchased a parcel of land in Chestermere, Alberta, which he intended to develop into a 64-lot residential subdivision (the "Initial Chestermere Lands").
18. At the time of Faissal's purchase of the Initial Chestermere Lands, Mahmoud was assisting him with the construction of the Red Deer County Property and was regularly commuting from his home in Calgary to assist with that work.
19. In a further effort to aid Mahmoud financially, and to provide him with work closer to home, Faissal offered to pay Mahmoud to assist him in the development of the Initial Chestermere Lands, which offer Mahmoud accepted.
20. As was the case with the Red Deer County Property, there were no formal arrangements between Faissal and Mahmoud regarding the work Mahmoud was to undertake in connection with the Initial Chestermere Lands. Rather, Faissal and Mahmoud agreed that Mahmoud would assist Faissal from time-to-time as required and requested by Faissal and that Faissal would compensate Mahmoud for his assistance as requested by Mouhamad.

### **The Acquisition of the Dewinton Lands and the Formation of 171 Corp:**

21. Faissal approached Paragon Capital Corporation Ltd. ("Paragon") to provide financial assistance with respect to the development of the Initial Chestermere Lands. At around this time, Faissal came to learn that Paragon was the registered owner of the Dewinton Lands, having taken title to that property in the course of foreclosure proceedings.
22. Faissal gave instructions to Mahmoud to make an offer to purchase the Dewinton Lands on Faissal's behalf or on behalf of his nominee, which Mahmoud did.
23. In making the said offer to purchase, Mahmoud was acting only as Faissal's representative or agent or as the agent or representative of Faissal's nominee.
24. Although the offer made by Mahmoud to purchase the Dewinton Lands described him as the buyer, Faissal intended that 985 Corp. would hold title to the Dewinton Lands.
25. The deposits made to purchase the Dewinton Lands, which totalled \$200,000.00, were paid by 985 Corp. Further, 985 Corp. applied for financing from Paragon to assist in the purchase of the Dewinton Lands, which application was accepted by Paragon and which resulted in Paragon issuing a commitment letter to 985 Corp.
26. At all times, Mahmoud understood that Faissal intended that 985 Corp. would hold title to the Dewinton Lands.
27. On or about November 7, 2012, just prior to the date on which the purchase of the Dewinton Lands was scheduled to close, Mahmoud approached Faissal and requested that he be permitted to acquire an interest in 985 Corp.
28. While Faissal declined to allow Mahmoud to acquire an interest in 985 Corp., he suggested to Mahmoud that a new corporation be formed, namely 171 Corp., which would hold title to the Dewinton Lands and in which both Faissal and Mahmoud would hold shares.

29. Faissal's agreement to permit 171 Corp to take title to the Dewinton Lands was contingent upon Mahmoud agreeing to contribute equally to the cost of acquiring and carrying the Dewinton Lands and upon Mahmoud setting his financial affairs in order.
30. Given the state of Mahmoud's financial affairs, it was agreed by Faissal and Mahmoud that Faissal would hold the controlling interest in 171 Corp.
31. 171 Corp's constating documents were prepared by George Roszler, a Calgary-based lawyer, who was specifically instructed by Faissal and Mahmoud that 51% of 171 Corp's voting shares be issued to Faissal.
32. At all times, Mahmoud understood and agreed that Faissal would hold the controlling interest in 171 Corp.
33. In specific reply to paragraph 15 of the Amended Statement of Claim:
- a) The Defendants each admit that Mahmoud and Faissal agreed that they would contribute equally to the purchase price of the Dewinton Lands.
  - b) At no time did Faissal and Mahmoud agree that Mahmoud's contribution to the purchase price payable for the Dewinton Lands would be paid by Faissal in partial satisfaction of an investment liability owed by Faissal to Mahmoud in respect of the Red Deer County Property.
  - c) At no time has Faissal owed an investment liability of any sort to Mahmoud, in particular in relation to the Red Deer County Property. The arrangements between Faissal and Mahmoud in respect of the Red Deer County Property are set out at paragraphs 13 and 14 herein and Mahmoud has been fully compensated for any services provided by him in furtherance of those arrangements.
  - d) The Defendants each admit that the approximate sum of \$900,000.00 was advanced by Paragon to 171 Corp to help fund the acquisition of the Dewinton Lands.



- e) The Defendants each deny that Faissal and Mahmoud agreed that Faissal would be solely responsible for servicing the Paragon Mortgage and for payment of the property taxes assessed against the Dewinton Lands. The arrangements between Faissal and Mahmoud regarding the Paragon Mortgage and the property taxes were as set out at paragraph 29 herein.

34. In specific reply to paragraph 16 of the Amended Statement of Claim:

- a) Each of the Defendants admit that the initial intention was to hold the Dewinton Lands as a passive investment.
- b) Each of the Defendants admit that in or around January, 2013, 818 Studio Ltd. was retained to create a land development proposal. The cost of this proposal was paid by McIvor.
- c) Each of the Defendants admit that in or about April, 2014, Acumen Real Estate Valuations Inc. was engaged to prepare an appraisal of the Dewinton Lands (the “**Acumen Appraisal**”). However, the Defendants each deny that this appraisal was obtained as part of a plan by Faissal and Mahmoud to develop the Dewinton Lands. Rather, the appraisal was commissioned in connection with the transfer of the Dewinton Lands to McIvor, as particularized below. The cost of this appraisal was paid by McIvor.
- d) Each of the Defendants admit that Faissal and Mahmoud’s son have acquired real property in the general vicinity of the Dewinton Lands. However, each of the Defendants deny that these properties were acquired with a view of developing them concurrently or in connection with the Dewinton Lands. Rather, the property acquired by Faissal is a residential acreage and was purchased as a revenue property. Mahmoud’s son’s principal residence is located on the parcel he acquired in the vicinity of the Dewinton Lands (the “**Mohamad Dewinton Property**”).

### **Transfer of the Dewinton Lands to McIvor:**

35. As at 2014, and despite the arrangements referred to at paragraph 29 herein, Mahmoud had contributed nothing financially toward the acquisition of the Dewinton Lands, nor had he contributed anything toward the costs associated with carrying that property. In particular:
- a) Mahmoud failed to contribute anything toward the purchase price payable for the Dewinton Lands. Rather, the balance of the purchase price was paid by 171 Corp through financing provided to it by 985 Corp (the “985 Financing”), the repayment of which was secured by a promissory note given by 171 Corp to 985 Corp.
  - b) Mahmoud failed to contribute anything in payment of the Paragon Mortgage, including the substantial fees charged by Paragon to renew that mortgage.
  - c) Mahmoud failed to contribute anything in payment of the property taxes payable in respect of the Dewinton Lands.
36. In light of Mahmoud’s ongoing financial difficulties, and inability or unwillingness to meet his financial obligations associated with the Dewinton Lands, Faissal and Mahmoud agreed to end any plans made by them to develop the Dewinton Lands jointly, through 171 Corp or otherwise, and further agreed that 171 Corp would transfer the Dewinton Lands to McIvor, a corporation in which Mahmoud held non-voting shares until April, 2020.
37. To that end, Faissal approached Canadian Western Bank (“CWB”) concerning obtaining financing to assist McIvor in purchasing the Dewinton Lands. The Acumen Appraisal was commissioned as part of McIvor’s application for that financing.
38. At all times, Mahmoud was aware of Faissal and McIvor’s efforts to obtain financing from CWB and was in fact involved in communications with CWB regarding that financing.

39. Efforts to obtain financing from CWB ultimately failed and attempts were made by McIvor to secure financing from other sources. At all times, Mahmoud was aware of and consented to McIvor's efforts in that regard.
40. Eventually, McIvor was able to secure financing from Toronto Dominion Bank ("TD"), particulars of which are set out at paragraph 21 of the Amended Statement of Claim.
41. At all times, Mahmoud was aware that McIvor had obtained the TD Mortgage. Mahmoud was in fact involved in the efforts made by McIvor to acquire that mortgage.
42. The financing obtained by McIvor by McIvor from TD was used by McIvor to purchase the Dewinton Lands from 171 Corp for the purchase price identified in the transfer of land referenced at paragraph 19 of the Amended Statement of Claim and to fund the payment of expenses incurred by McIvor in carrying the Dewinton Lands.
43. In specific reply to paragraph 46 of the Amended Statement of Claim, none of the funds obtained by McIvor by way of the credit facilities extended to it by TD were used to improve or acquire the properties identified at that paragraph.
44. The net proceeds from the sale of the Dewinton Lands were used by 171 Corp to pay out the Paragon Mortgage and the 985 Financing.
45. At no time has Mahmoud contributed to the cost of carrying the TD Mortgage.

**The RBC Mortgage:**

46. Each of the Defendants admit that on or about August 12, 2016, McIvor obtained financing from Royal Bank of Canada ("RBC"), the repayment of which was secured by the RBC Mortgage.

47. Notwithstanding that the registered principal amount of the RBC Mortgage is \$6,000,000.00, RBC has only advanced the sum of \$2,500,000.00 to McIvor, all of which was used to repay the credit facilities secured by the TD Mortgage.
48. At no time were funds received by McIvor from RBC used to acquire or improve any of the properties referred to at paragraph 46 of the Amended Statement of Claim.
49. At all times, Mahmoud was aware of McIvor's efforts to secure the RBC financing and, at all times, was aware that this financing had in fact been secured.
50. McIvor is making efforts to secure financing to repay the RBC indebtedness. Prior to spring, 2020, Mahmoud, as a representative and agent of McIvor, was involved in those efforts.

**Mahmoud's Fraud:**

51. In the fall of 2019, Paradise McIvor Developments Ltd. ("**Paradise**"), which is a corporate entity controlled by Faissal, was engaged in negotiations to acquire a parcel of land located at or near Cochrane, Alberta (the "**Lee Land Property**"). Faissal charged Mahmoud with the task of carrying out those negotiations on Paradise's behalf.
52. In or about November, 2019, Mahmoud represented to Faissal that Paradise had succeeded in its efforts to acquire the Lee Land Property and that a \$200,000.00 deposit was required in connection with Paradise's purchase of that property (the "**Lee Land Deposit**").
53. On or about November 18, 2019, Paradise provided the Lee Land Deposit to Mahmoud for provision to the then-owner of the Lee Land Property.
54. In or about April, 2020, Faissal learned that the representation made to him by Mahmoud, as particularized at paragraph 52 herein, was false and that Mahmoud had misappropriated the Lee Land Deposit and had used those funds to help his son acquire the Mohamad Dewinton Property.

55. Given Mahmoud's fraud, Faissal directed Mahmoud to immediately cease involvement in any development work being undertaken by Faissal and his corporations and ceased supporting Mahmoud financially. At the time at which this occurred, Mahmoud had been more than fully compensated for work undertaken by him on behalf of Faissal and his corporations.
56. On the heels of the events described at paragraph 55 herein, Mahmoud has caused a caveat to be registered against title a number of lots comprising a redevelopment being undertaken by Paradise in Chestermere, Alberta, has caused the Caveat to be registered against title to the Dewinton Lands, has commenced this action and has caused a Certificate of *Lis Pendens* to be registered against title to the Dewinton Lands and against title to the properties identified at paragraph 46 of the Amended Statement of Claim (the "Plaintiff's CLP").

**General Denials:**

57. Given the foregoing, each of the Defendants deny:
- a) That Faissal owed the duties alleged at paragraphs 27, 28, 30, 31 and 38 of the Amended Statement of Claim.
  - b) In the alternative, to the extent that Faissal owed the said duties, or any one or combination of them, which is not admitted but specifically denied, each of the Defendants deny that Faissal breached those duties, as alleged or at all.
  - c) That Mahmoud was or is the beneficial owner of no less than 50% of the issued and outstanding shares of McIvor.
  - d) That Mahmoud holds a beneficial, or any, interest in the Dewinton Lands.
  - e) That McIvor and Faissal were trustees for Mahmoud and that they owed any of the duties alleged at paragraph 35 of the Amended Statement of Claim.

- f) In the alternative, to the extent that McIvor and Faissal, or either of them, were trustees for Mahmoud, which is not admitted but specifically denied, the Defendants each deny that either McIvor or Faissal breached any of their duties owed to Mahmoud in that regard.
- g) That Faissal has converted Mahmoud's interest in the Dewinton Lands to his own use and benefit, as alleged or at all.
- h) That any of them have been unjustly enriched, as alleged or at all.
- i) That any of them are constructive trustees, as alleged or at all.
- j) That Mahmoud is entitled to a constructive trust, as alleged or at all.
- k) That Mahmoud has an ownership interest in any of the properties identified at paragraph 46 of the Amended Statement of Claim.
- l) That any of them engaged in a conspiracy, as alleged or at all.
- m) That Mahmoud is entitled to a tracing order, an interim or permanent injunction, a preservation order or a restitution order.
- n) That it is appropriate for the corporate veil to be pierced.

58. The Defendants each deny that Mahmoud has suffered loss or damages, as alleged in the Amended Statement of Claim or at all.

59. In the alternative, to the extent that Mahmoud has suffered loss or damages, which is not admitted but specifically denied:

- a) The Defendants each deny that the loss or damages are as a result of any act or omission attributable to them.

- b) Mahmoud has failed to take any or reasonable measures to mitigate any loss or damages suffered.
- c) The loss or damages claimed by Mahmoud were not foreseeable and are too remote to be compensable.
- d) The loss or damages alleged are excessive and exaggerated.

60. Mahmoud's claims, or any one or combination of them, are barred by the passage of time. The Defendants each plead and reply upon the provisions of the *Limitations Act*, R.S.A. 2000, c. L-12.

**Any matters that defeat the claim of the plaintiff(s):**

61. The foregoing paragraphs are repeated and adopted herein to establish all matters that defeat the Plaintiff's claims.

**Remedy sought:**

62. Dismissal of the Plaintiff's claim.

63. An Order directing the Registrar of Land Titles to discharge the Caveat from title to the Dewinton Lands.

64. In the alternative, and pursuant to section 142 of the *Land Titles Act*, R.S.A. 2000, c. L-4, an order directing Mahmoud to post security in respect of the Caveat in such an amount or on such terms as the Court determines appropriate.

65. An order directing the Registrar of Land Titles to discharge the Plaintiff's CLP from title to the affected properties.

66. Costs of this action on a solicitor and his own client, full indemnity basis or on such other basis as the court deems just in the circumstances.

67. Such further and other relief as the Court deems fit to grant in the circumstances.



COURT FILE NUMBER 2001-09035

COURT COURT OF QUEEN'S BENCH OF ALBERTA

Aug 10 2022  
C81148

JUDICIAL CENTRE CALGARY

PLAINTIFF MAHMOUD MOHAMAD

DEFENDANT FAISSAL MOUHAMAD, MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMA PROFESSIONAL CORPORATION and 985842 ALBERTA LTD.

DOCUMENT APPLICATION BY THE DEFENDANT MCIVOR DEVELOPMENT LTD.

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

WARREN SINCLAIR LLP  
600, 4911 - 51 STREET  
RED DEER, AB T4N 6V4  
**ATTENTION: MATTHEW R. PARK**  
PHONE: (403) 343-3320  
FAX: (403) 343-6069  
FILE NUMBER: 117613/MP

THIS IS EXHIBIT "D" referred to  
in the Affidavit of Faissal Mouhamad  
sworn before me this 23  
day of August, A.D. 2022  
A Commissioner for Oaths and for Alberta  
Barrister and Solicitor  
Matthew R. Park

**NOTICE TO RESPONDENT(S)**

This application is made against you. You are the Respondent.

You have the right to state your side of this matter before the master/judge.

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

**Date:** Wednesday, September 7, 2022  
**Time:** 10:00 a.m.  
**Where:** Calgary Courts Centre, 601-5 Street S.W., Calgary, AB  
**Before Whom:** Presiding Master in Chambers

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

**Remedy claimed or sought:**

1. The defendant McIvor Developments Ltd. (“**McIvor**”) seeks the following:
  - a) An order substantially similar in form to that which is attached as Schedule “A” hereto.
  - b) If necessary, an order validating service of this Application and any materials filed in connection therewith and/or abridging the time for service of the same.
  - c) Such further and other relief as the Court deems appropriate to grant in the circumstances.

**Grounds for making this application:**

2. The grounds upon which McIvor relies in making this application are as follows:
  - a) McIvor is the owner of real property located in the vicinity of Dewinton, Alberta (the “**Dewinton Property**”).
  - b) The Plaintiff has registered a caveat against title to the Dewinton Property (the “**Caveat**”).
  - c) Further, the Plaintiff has filed a Certificate of *Lis Pendens* in this action, which he has registered against title to the Dewinton Property (the “**CLP**”).
  - d) The Plaintiff has submitted a further Certificate of *Lis Pendens* to the Land Titles Office for registration, which is presently in the Pending Registration Que (the “**Pending CLP**”).

- e) McIvor has entered into an agreement to sell the Dewinton Property, the terms and conditions of which require the Caveat, the CLP and the Pending CLP to be discharged from title to that property.
- f) Such further and other grounds as counsel may advise.

**Material or evidence to be relied on:**

3. Faissal intends to rely upon the following materials:

- a) Affidavit sworn by Faissal Mouhamad on August 9, 2022.
- b) Such further and other materials as counsel may advise and the Court permit.

**Applicable Acts and regulations:**

4. *Alberta Rules of Court.*

**Any irregularity complained of or objection relied on:**

5. None.

**How the application is proposed to be heard or considered:**

6. Oral submissions by counsel at an application in Chambers.

**AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.**

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable

notice of the material to the applicant.

**SCHEDULE "A"**

COURT FILE NUMBER            2001-09035

COURT                            COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE            CALGARY

PLAINTIFF                    MAHMOUD MOHAMAD

DEFENDANT                    FAISSAL MOUHAMAD, MCIVOR DEVELOPMENTS LTD.,  
MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD  
PROFESSIONAL CORPORATION and 985842 ALBERTA LTD.

DOCUMENT                    **ORDER**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT

WARREN SINCLAIR LLP  
600, 4911-51 Street  
Red Deer, AB T4N 6V4  
**ATTENTION: MATTHEW R. PARK**  
Phone: (403) 343-3320  
Fax: (403) 343-6069  
File Number: 117613/MP

**DATE ON WHICH ORDER WAS PRONOUNCED:**

**LOCATION AT WHICH ORDER WAS PRONOUNCED:** Calgary, Alberta

**NAME OF MASTER/JUDGE WHO MADE THIS ORDER:**

**ORDER**

**UPON THE APPLICATION** of the defendant McIvor Developments Ltd. ("McIvor");  
**AND UPON REVIEWING** the affidavit sworn by Faissal Mouhamad on August 9, 2022, **AND**  
**UPON HEARING** from legal counsel to McIvor; **AND UPON NOTING** that McIvor is the  
registered owner of real property more particularly described at paragraph 1 of this order (the  
01150658-1

**“Dewinton Property”); AND UPON NOTING that Faissal has entered into an agreement to sell the Dewinton Property to Samer Altalaj (“Altalaj”) on the terms and conditions set out in that agreement (the “Altalaj Purchase Agreement”); AND UPON:**

- \_\_\_\_\_ no one appearing for the Plaintiff;
- \_\_\_\_\_ hearing from the Plaintiff; or
- \_\_\_\_\_ hearing from legal counsel to the Plaintiff

**IT IS HEREBY ORDERED THAT:**

1. The Registrar of Land Titles shall discharge the caveat registered as registration number 201 128 484 and the Certificate of *Lis Pendens* registered as registration number 201 139 847 from title to the following property:

MERIDIAN 4 RANGE 29 TOWNSHIP 21  
SECTION 32  
THAT PORTION OF THE SOUTH WEST QUARTER  
WHICH LIES NORTH EAST OF ROAD PLAN 8210125  
CONTAINING 44.2 HECTARES (109.2 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	(ACRES) MORE OR LESS
ROAD	0210206	0.860	2.13
ROAD	0211040	3.66	9.04
SUBDIVISION	0211003	7.40	18.29

EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

2. The Registrar of Land Titles shall remove the Certificate of *Lis Pendens* submitted to the Land Titles Office for registration as DRR Number D005MW6 (the “Pending CLP”) from the Pending Registration Que insofar as it relates to the Dewinton Property.
3. To the extent that the Pending CLP has been registered by the Land Titles Office as of the date on which this order is submitted to that office for registration, the

Registrar of Land Titles shall discharge the Pending CLP from title to the Dewinton Property.

4. The Registrar of Land Titles shall comply with this order notwithstanding section 191 (1) of the Alberta *Land Titles Act*.
5. The purchase price payable pursuant to the Altalaj Purchase Agreement shall not be amended without further order of this court, with any application for such order to be made with notice to the Plaintiff.
6. If the closing date provided for by the Altalaj Purchase Agreement is amended, McIvor shall provide notice of that amendment to the Plaintiff within 5 days from the date on which the amendment is made.
7. McIvor shall engage the law firm Warren Sinclair LLP to complete conveyancing of the Dewinton Property on his behalf.
8. Any deposits that are payable pursuant to the terms of the Altalaj Purchase Agreement and which have not been paid as of the date of this order shall be paid to and held in trust by Warren Sinclair LLP. To the extent that the transaction of purchase and sale provided for by the Altalaj Purchase Agreement does not close in circumstances resulting in a forfeiture of any deposits paid, such forfeited deposits shall be paid into court pending further order of the Court.
9. This order shall be held in trust by Warren Sinclair LLP, to be entered and submitted to the Land Titles Office for registration only upon:
  - a) Warren Sinclair LLP's receipt of the cash necessary to close the sale of the Dewinton Property to Altalaj; and



b) Warren Sinclair LLP's provision of a Statement of Adjustments and Statement of Funds Received and Disbursed to the Plaintiff.

10. To the extent that that the sale of the Dewinton Property to Altalaj does not close pursuant to the terms of the Altalaj Purchase Agreement, this order shall be of no force or effect.

11. This order is granted without prejudice to the Plaintiff's right to dispute the allegations made by the Defendants in any pleadings filed in Court of Queen's Bench of Alberta action numbers.

12. McIvor is awarded costs of this application in the amount of \$\_\_\_\_\_.

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Master of the Court of Queen's Bench of Alberta

COURT FILE NUMBER 2001-09035

Aug 10 2022

COURT COURT OF QUEEN'S BENCH OF ALBERTA

C81148

JUDICIAL CENTRE CALGARY

PLAINTIFF MAHMOUD MOHAMAD

DEFENDANT FAISSAL MOUHAMAD, MCIVOR DEVELOPMENTS LTD.,  
MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD  
PROFESSIONAL CORPORATION and 985842 ALBERTA LTD.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT  
WARREN SINCLAIR LLP  
600, 4911 – 51 STREET  
RED DEER, AB T4N 6V4  
**ATTENTION: MATTHEW R. PARK**  
PHONE: (403) 343-3320  
FAX: (403) 343-6069  
FILE NUMBER: 117613/MP

**AFFIDAVIT OF Faissal Mouhamad**

Sworn on August 9, 2022

I, FAISSAL MOUHAMAD, of Red Deer County, in the Province of Alberta,  
Businessman, MAKE OATH AND SAY AS FOLLOWS:

1. I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, in which case I verily believe the same to be true.
2. I am one of the defendants named in this action.

3. I am the sole director and voting shareholder of the defendants Michael Dave Management Ltd., McIvor Development Ltd. (“McIvor”), Faissal Mouhamad Professional Corporation (“Faissal PC”) and 985842 Alberta Ltd. (“985”).
4. McIvor is the registered owner of the following real property, located in the vicinity of Dewinton, Alberta:

MERIDIAN 4 RANGE 29 TOWNSHIP 21  
SECTION 32  
THAT PORTION OF THE SOUTH WEST QUARTER  
WHICH LIES NORTH EAST OF ROAD PLAN 8210125  
CONTAINING 44.2 HECTARES (109.2 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	(ACRES) MORE OR LESS
ROAD	0210206	0.860	2.13
ROAD	0211040	3.66	9.04
SUBDIVISION	0211003	7.40	18.29

EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

(the “Dewinton Property”).

5. Marked as Exhibit “A” and attached hereto is a Land Title Certificate for the Dewinton Property as of August 4, 2022. The registrations against title include:
  - a) A mortgage in favor of Royal Bank of Canada (the “RBC Mortgage”);
  - b) A mortgage in favor of Faissal PC and 985;
  - c) A caveat in favour of the Plaintiff (the “Caveat”); and
  - d) A Certificate of *Lis Pendens* in favor of the Plaintiff (the “CLP”).
6. In addition to the registrations mentioned above, there is a Certificate of *Lis Pendens* in favor of the Plaintiff in the Pending Registration Que at the Land Titles Office (the

**“Pending CLP”**).

7. McIvor has had the Dewinton Property listed for sale with Steve Seiler, a realtor with KDI Commercial Inc., since September 9, 2020. Throughout the listing, the listing price has been \$6,000,000.00.
8. Samer Altalaj has made an offer to purchase the Dewinton Property for \$4,275,000.00 (the **“Altalaj Offer”**). Marked as **Exhibit “B”** and attached hereto is a true copy of that offer.
9. McIvor has accepted the Altalaj Offer, subject to the condition identified in that offer, which relates to the removal of the Caveat and the CLP from title to the Dewinton Property.
10. Further, the Pending CLP must be discharged or removed from the Pending Registration Que at the Land Titles Office in order for McIvor to convey clear title to Mr. Altalaj.
11. The Altalaj Offer is the only offer that has been received to purchase the Dewinton Property since the listing began in September, 2020.
12. Assuming the purchase and sale transaction provided for by the Altalaj Offer closes, realty commissions will amount to \$127,500.00, plus GST. In that regard, marked as **Exhibit “C”** and attached hereto is a printout of email correspondence sent to me by Mr. Seiler on August 8, 2022.
13. The RBC Mortgage secures repayment of all of McIvor’s present and future indebtedness to Royal Bank of Canada (**“RBC”**). Marked as **Exhibit “D”** and attached hereto is a true copy of the RBC Mortgage.
14. At present, McIvor is indebted to RBC as follows:

- a) Revolving demand facility in the principal amount of \$2,500,000.00. In that regard, marked as **Exhibit "E"** and attached hereto is a true copy of RBC's offer dated August 2, 2016, which was accepted by McIvor on or about August 9, 2016.
  - b) Guarantee and Postponement of Claim in relation to all present and future indebtedness owed by Faissal PC to RBC (the "**McIvor Guarantee**"). Marked as **Exhibit "F"** and attached hereto is a true copy of the McIvor Guarantee.
15. The total indebtedness owed by McIvor to RBC was \$3,141,763.06 as of July 19, 2022. In that regard, marked as **Exhibit "G"** and attached hereto is a true copy of RBC's correspondence to McIvor dated July 19, 2022.
16. No payments have been made against the RBC Mortgage since July 19, 2022.
17. Given that this action is extant, McIvor proposes to pay the proceeds from the sale of the Dewinton Property into court, net of the amount owing under the RBC Mortgage, realty commissions and other typical closing costs.
18. I swear this affidavit in support of an application for an order for the relief claimed in the Application filed herewith.

SWORN before me at the City of Red Deer )  
 in the Province of Alberta, this 9 day )  
 of August, 2022 )



A Commissioner for Oaths in and for  
 Alberta

**Matthew R. Park**  
 Barrister and Solicitor  
 A Commissioner for Oaths  
 in and for Alberta

  
 FAISSAL MOUHAMAD



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0030 234 033 4;29;21;32;SW 151 108 411

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 29 TOWNSHIP 21
SECTION 32
THAT PORTION OF THE SOUTH WEST QUARTER
WHICH LIES NORTH EAST OF ROAD PLAN 8210125
CONTAINING 44.2 HECTARES (109.2 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

Table with 5 columns: PLAN, NUMBER, HECTARES, (ACRES), MORE OR LESS. Rows include ROAD 0210206, ROAD 0211040, and SUBDIVISION 0211003.

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

THIS IS EXHIBIT " A " referred to
in the Affidavit of Faissal Mohamed
sworn before me this 9
day of August A.D. 2022
[Signature]
A Commissioner for Oaths in and for Alberta

ESTATE: FEE SIMPLE
MUNICIPALITY: FOOTHILLS COUNTY
REFERENCE NUMBER: 121 300 022

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

151 108 411 29/04/2015 TRANSFER OF LAND \$1,700,000 \$1,700,000

OWNERS
MCIVOR DEVELOPMENTS LTD.
OF 101, 5018-45 STREET
RED DEER
ALBERTA T4N 1K9

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

781 067 977 04/05/1978 CAVEAT

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 151 108 411

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		RE : DEFERRED RESERVE CAVEATOR - THE CALGARY REGIONAL PLANNING COMMISSION.
001 131 891	17/05/2000	UTILITY RIGHT OF WAY GRANTEE - TELUS COMMUNICATIONS INC. AS TO PORTION OR PLAN:0010715 TAKES PRIORITY OF CAVEAT #991313501 REGISTERED ON 27TH OCTOBER, 1999
001 327 578	15/11/2000	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO GAS AND PIPELINES LTD. 909 11 AVE SW CALGARY ALBERTA T2R1L8
161 203 509	29/08/2016	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 4943 ROSS STREET, 2ND FLOOR RED DEER ALBERTA T4N1X8 ORIGINAL PRINCIPAL AMOUNT: \$6,000,000
201 128 323	23/07/2020	MORTGAGE MORTGAGEE - FAISSAL MOUHAMAD PROFESSIONAL CORPORATION. MORTGAGEE - 985842 ALBERTA LTD. BOTH OF: C/O 7151-50 AVENUE RED DEER ALBERTA T4N4E4 ORIGINAL PRINCIPAL AMOUNT: \$6,500,000 SEE INSTRUMENT FOR INTEREST
201 128 484	23/07/2020	CAVEAT RE : BENEFICIAL OWNER CAVEATOR - MAHMOUD HUSEN MOHAMAD C/O ANDERSON JAMES MCCALL 300, 444 5 AVE SW CALGARY ALBERTA T2P2T8 AGENT - BRAD FINDLATER
201 139 847	11/08/2020	CERTIFICATE OF LIS PENDENS BY - MAHMOUD MOHAMAD SEE INSTRUMENT FOR INTEREST
221 097 848	11/05/2022	CAVEAT RE : UTILITY RIGHT OF WAY ( CONTINUED )

-----  
 ENCUMBRANCES, LIENS & INTERESTS

PAGE 3  
 # 151 108 411

REGISTRATION  
 NUMBER          DATE (D/M/Y)          PARTICULARS

-----

CAVEATOR - ATCO GAS AND PIPELINES LTD.  
 909 11 AVE SW  
 CALGARY  
 ALBERTA T2R1L8

TOTAL INSTRUMENTS: 008

-----  
 PENDING REGISTRATION QUEUE

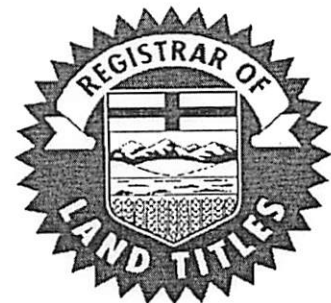
DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
D003XJQ	02/05/2022	BLAIN LEGAL 403-235-3838 CUSTOMER FILE NUMBER: 21-8035 ALTALAJ	
001		CAVEAT	#151 108 411
D004MP8	13/05/2022	ATCO GAS 403-245-7845 CUSTOMER FILE NUMBER: A066532	
001		DISCHARGE	#151 108 411
D005MW6	07/06/2022	N/A CUSTOMER FILE NUMBER: MCIVOR	
001		CERTIFICATE OF LIS PENDENS	4;29;21;32;SW

TOTAL PENDING REGISTRATIONS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
 ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
 TITLE REPRESENTED HEREIN THIS 4 DAY OF AUGUST,  
 2022 AT 02:56 P.M.

ORDER NUMBER: 45102826

CUSTOMER FILE NUMBER: 117613



\*END OF CERTIFICATE\*

( CONTINUED )



THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

**OFFER TO PURCHASE AND INTERIM AGREEMENT**  
(hereinafter referred to as the "Offer")

**FROM: SAMER ALTALAJ AND/OR NOMINEE**  
1051 Everridge Drive SW  
Calgary, AB T2Y 4S8  
Attention: Samer Altalaj  
(hereinafter referred to as the "Purchaser")

**TO: MCIVOR DEVELOPMENTS LTD.**  
5171 50<sup>th</sup> Avenue  
Red Deer, AB T4N 4E4  
Attention: Faissal Mouhamad  
(hereinafter referred to as the "Vendor")

**THROUGH: KDI COMMERCIAL INC.**  
#250, 4723 1<sup>st</sup> Street SW  
Calgary, Alberta T2G 4Y8  
Attention: Steve Seiler, Senior Associate  
(hereinafter referred to as the "Brokerage")

THIS IS EXHIBIT " B " referred to  
 in the Affidavit of Faissal Mouhamad  
 sworn before me this 9  
 day of August, A.D. 2022  
 \_\_\_\_\_  
 A Commissioner for Oaths in and for Alberta  
**Matthew R. Park**  
 Barrister and Solicitor  
 A Commissioner for Oaths  
 in and for Alberta

Subject to the terms and conditions herein, the Purchaser hereby offers to purchase from the Vendor 79.74 acres of the lands legally, municipally and otherwise described and outlined in as Schedule "A" attached (hereinafter referred to as the "Lands").

**1. PURCHASE PRICE**

The purchase price (hereinafter referred to as the "Purchase Price") paid by the Purchaser to the Vendor shall be the sum of [REDACTED] in lawful money of Canada to be paid to the Vendor in the following manner:

- (a) \$ [REDACTED] deposit (hereinafter referred to as the "First Deposit") by way of bank draft payable to the Vendor's lawyer, within FIVE (5) Business Days of mutual execution of this Agreement and is non-refundable upon payment;
- (b) \$ [REDACTED] further deposit (hereinafter referred to as the "Second Deposit") by way of bank draft payable to the Vendor's lawyer, within FIVE (5) Business Days upon the Purchaser receiving the Capacity Study of Foothills Water Treatment and Wastewater Treatment Plants and a Letter of Intent ("LOI") from Corix Utilities regarding the ability to provide Water and Wastewater opportunities or the Lands and is non-refundable upon payment;

Purchaser	Vendor
SA	FM

- (c) [REDACTED] further deposit (hereinafter referred to as the "Third Deposit") by way of bank draft payable to the Vendor's lawyer upon removal of all Purchaser's Conditions and is non-refundable upon payment;
- (d) [REDACTED] further deposit (hereinafter referred to as the "Fourth Deposit") by way of bank draft payable to the Vendor's lawyer within SIX (6) months of the payment of the Third Deposit and is non-refundable upon payment;
- (e) [REDACTED] the balance of the Purchase Price, plus or minus and subject to adjustments, shall be payable to the Vendor's Lawyer on or prior to the Closing Date.

The First Deposit, Second Deposit, Third Deposit and Fourth Deposit (collectively the "Deposits") shall be paid as set out above. Upon payment of the Deposits, they shall become non-refundable. In the event the transaction closes as contemplated herein, all of the Deposits shall be credited to the Purchaser and the Purchaser shall be given credit against the Purchase Price on the Closing Date in an amount equal to the Deposits.

The parties acknowledge that the Purchase Price is exclusive of GST and the Purchaser shall be responsible for any GST payable with respect to the purchase of the Purchased Lands. The Purchaser shall pay all amounts by certified cheque, back draft or solicitor's trust cheque. All deposits shall be delivered to the Vendor in accordance with the terms of the Agreement to appear as a credit in favour of the Purchaser on the statement of adjustments in partial satisfaction of the Purchase Price. A GST Indemnity certificate may be provided by the purchaser in place of paying GST.

**2. CONDITIONS PRECEDENT**

**PURCHASER'S CONDITIONS:** The obligation of the Purchaser to complete this transaction shall be subject to the following conditions being satisfied or waived by the Purchaser, namely:

- (a) the Purchaser shall have until 5:00 p.m. M.S.T. on March 31, 2022 to review any investigations, inspections, reviews, test and audits relating to the Lands which the Purchaser deems necessary or desirable in its sole discretion including without limitation, title to the Lands, Phase 1 and Phase 2 environmental reports, geotechnical reports, ground water reports, servicing plans, appraisal, servicing costs and compliance and applicable laws. These conditions are satisfactory to the Purchaser in its sole and absolute discretion.

Purchaser	Vendor
SA	CM


- (b) the Purchaser shall have until 5:00 p.m. M.S.T. on March 31, 2022 to receive a preliminary approval for further subdivision of the Lands. The costs to obtain a preliminary approval for further subdivision of the Lands shall be at the Purchaser's sole cost and expense. The Vendor gives permission to the Purchaser to have preliminary discussions with Foothills County or any other governmental authorities to receive preliminary approval for further subdivision of the Lands. Notwithstanding the foregoing or anything to the contrary herein, the Vendor shall not be required to sign a subdivision application for the benefit of the Purchaser. This condition is to the satisfaction of the Purchaser in its sole and absolute discretion.

**VENDOR's CONDITIONS:** The obligation of the Vendor to complete this transaction shall be subject to the following conditions being satisfied or waived by the Vendor, namely:

- (c) On or before 5:00 p.m. M.S.T. on March 31, 2022, the Vendor being able to obtain a discharge of the following registrations against the Lands:
- (i) Registration # 201 128 484;
  - (ii) Registration # 201 139 847.

The Purchaser's Conditions have been included for the Purchaser's exclusive benefit and in the event the Purchaser's Conditions are not satisfied or waived by written notice delivered to the Vendor by the time set out above (the date such notice is provided is referred to as the "Condition Date"), then this Agreement shall be deemed to have been terminated and the Purchaser shall have no further interest or rights in respect of this Agreement or the Lands. The Vendor's Conditions have been included for the Vendor's exclusive benefit and in the event the Vendor's Conditions are not satisfied or waived by written notice delivered to the Purchaser by the time set out above (the date such notice is provided is referred to as the "Condition Date"), then this Agreement shall be deemed to have been terminated and the Purchaser shall have no further interest or rights in respect of this Agreement or the Lands.

In the event that after payment of any of the Deposits, the Purchaser is unable to satisfy or unable or unwilling to waive the Purchaser's Conditions in Paragraph 2 set out above, or the Purchaser is unable or unwilling to pay the balance of the Purchase Price on or before the Closing Date, or otherwise default under any provisions of this Agreement, then this Agreement shall, at the sole and exclusive option the Vendor, be deemed terminated and of no further force and effect and all right, title and interest of the Purchaser in this Agreement and the Lands shall thereupon be extinguished. In such event, the Deposits and any interest accrued thereon shall be conclusively deemed to be forfeited by the Purchaser to the Vendor as liquidated damages but not as a penalty and as a genuine pre-estimate

Purchaser	Vendor
SA	

of its damages in full and final settlement of any claims that the Vendor may have against the Purchaser.

3. CLOSING DATE

The date of closing of this transaction shall be November 10, 2022, or such sooner date as agreed to by the parties. Possession of the Lands shall be given to the Purchaser on the Closing Date.

4. INCLUSIONS IN PURCHASE PRICE

The Purchase Price includes all installations, engineering and environmental studies, development plans and appurtenances belonging to the Lands and owned by the Vendor and used in the operation or ownership thereof.

5. ADJUSTMENTS

Adjustments shall be made as of the Date of Closing with respect to all items of revenue and expense including but not limited to rents, taxes, utilities, principal, interest and other payments on any mortgage and other similar items.

6. ADDITIONAL TERMS

a) The Vendor shall allow access to the property for the Purchaser to complete studies, testing and all phases of development on the Lands. At such time as the Purchaser has removed all of its Purchaser's Conditions contained in Paragraph 2, the Vendor shall sign consent to Foothills County or any other governmental authorities reasonably necessary to allow the Purchaser to pursue development approvals on the Lands. The cost of obtaining such approvals and the cost and expense of the Vendor or the Vendor's legal advisors reviewing such approvals shall be at the Purchaser's sole cost and expense.

b) The Vendor shall cooperate with the Purchaser as reasonably required in connection with any due diligence which the Purchaser may deem necessary to carry out in respect to the Vendor's Lands including without limitation tests, inspections and investigations relating to environmental matters and conditions, soils, zoning and permitted uses, development permit matters, title matters, state of repair, elevations, contours and grades, taxes and engineering plans related to the development of the land, geotechnical testing and an environmental Phase 1 and 2 reports and other similar items in respect to the Lands.


All costs of such investigations shall be solely for the account of the Purchaser. The Purchaser and its employees, nominees, agents, consultants, engineers or contractors shall have the right at all reasonable times up to the Closing Date to enter upon the Lands and to make or carry out its due diligence as it sees

Purchaser	Vendor
SA	SM

for a period of one (1) year as warranties and representations between the Vendor and the Purchaser.

The Vendor warrants and represents that as of the date hereof:

- a) that the Vendor is a valid and subsisting corporation formed under the laws of the Province of Alberta and has legal capacity to own its property and assets, to enter into this Offer and to carry out the transactions contemplated hereby and the Vendor has taken all necessary partnership action to authorize same;
- b) that the Vendor has received no written notice that the Lands and its present use do not fully comply with all applicable laws, by-laws, regulations, codes, standards and agreements (including laws, bylaws, regulations, codes, standards and agreements relating to the environmental condition of the Lands) enacted or administered by, or entered into with, any governmental or other authority having jurisdiction;
- c) that the Vendor is not now (nor will be on the Date of Closing) a non-resident of Canada within the meaning of the Income Tax Act of Canada;
- d) that the Vendor has received no written notice from any authority or tenant advising of any repair or work which is necessary to the Lands or any part thereof;
- e) that the Vendor has not received any written notice of any expropriation or proposed expropriation of or similar proceedings affecting the Lands or any part hereof;
- f) that all municipal, school and other taxes and assessments, general and special affecting the Lands shall have been fully paid to the appropriate taxing authorities up to and including the Date of Closing, or will be adjusted as of the Date of Closing;
- g) that all public utility charges, all insurance premiums and all other costs and expenses relating to the Lands shall have been fully paid to the persons properly entitled thereto, up to and including the Date of Closing;
- h) that the operation of the Lands is not subject to any written service, operating, management, employment or other contract except the contracts to be delivered to the Purchaser under paragraph 7;
- i) that no person, other than pursuant to this Offer, will have as of the Date of Closing of sale, any right of first refusal, option or other right to purchase the Lands, now or in the future;

Purchaser	Vendor
SA	

fit, at its own cost and expense. The Purchaser shall repair any damage to the Lands occasioned by such inspections and test. Further, the Purchaser indemnifies the Vendor and agrees to hold the Vendor harmless in respect of any damages, costs, claims, actions, liability, fines or penalties suffered or incurred (collectively the "Damages"), by the Vendor directly or indirectly as a consequence of the Purchaser's due diligence, including any inspections and test; provided however, excluding any Damages resulting from pre-existing conditions.

- c) At such time as the Purchaser has removed all of its Purchaser's Conditions contained in Paragraph 2, the Vendor shall consent and co-operate with the Purchaser as reasonably required in connection to amending the use of the Land to a plan approved by the Purchaser in its sole discretion and shall also consent to the Purchaser applying for subdivision approval on the Lands.

All costs of such applications and inspections and all costs incurred by the Vendor or the Vendor's legal advisors reviewing such applications and inspections shall be solely for the account of the Purchaser. The Purchaser and its employees, nominees, agents, consultants, engineers or contractors shall have the right at all reasonable times up to the Closing Date to enter upon the Lands and to make or carry out its studies or assessments as it sees fit, at its own cost and expense.

- d) After the payment of the Fourth Deposit, the Vendor shall give its consent to the Purchaser and any municipal authorities to start development construction on the property including stripping and grading, utility servicing and geotechnical work, in accordance with the following:
- a. The Purchaser must receive and provide to the Vendor all development and other permits and approvals required to start development on the property. All costs of such permitting, approvals and construction shall be solely for the account of the Purchaser.
  - b. The Purchaser shall have provided to the Vendor confirmation that the Purchaser has course of construction insurance in amounts agreeable to by the Vendor acting reasonably, with such insurance listing the Vendor as first loss payable.
  - c. The Purchaser acknowledges and agrees that if the Purchaser fails to waive its Purchaser's Conditions contained in Paragraph 2, all improvements to the Lands, including without restriction, all fixtures and utility servicing, shall be absolutely forfeited to the Vendor with no compensation to the Purchaser.

## 7. REPRESENTATIONS AND WARRANTIES

The following representations and warranties of this Offer shall not be discharged by or merged in the Date of Closing of this transaction, but shall survive the same

Purchaser	Vendor
SA	CM

- j) from and after the waiver of the Purchaser's Conditions no leases for the Lands shall be amended or varied and no new lease shall be granted prior to the Date of Closing without the Purchaser's prior written approval, which approval shall not be unreasonably withheld; and


The Purchaser represents and warrants to the Vendor that:

- a) the Purchaser is and will be on the Closing Date validly registered as a registrant under Subdivision D of Division V of Part IX of the Excise Tax Act for the purposes of collecting and remitting GST;
- b) all corporate action necessary to authorize the execution of this Agreement and the fulfillment of its terms has been taken to enable the Purchaser to perform and observe its covenants and conditions;
- c) the Purchaser has not retained any agent who is entitled to any charge or interest in the Lands or to whom the Vendor is in any manner responsible or liable, other than the Brokerage;
- d) The Purchaser is purchasing the Lands based on as is basis and that there are no warranties, representations or conditions whatsoever in respect of the Lands or any part thereof (including with limitation to soil conditions) except as expressly provided herein, and notwithstanding that the Purchaser has received or will receive any reports or other materials from the Vendor and notwithstanding the contents of any such reports or other materials.

#### 8. DELIVERY OF DOCUMENTS

Within five (5) Business Days of the execution of this Agreement, the Vendor covenants to deliver to the Purchaser, if in the Vendor's possession or control, the following:

- a. Copy of the most current real property report for the Property, if any;
- b. Copies of all agreements with, applications to, notices to and correspondence with federal, provincial or municipal governments or owners of adjoining lands relating to the Property or the zoning and development thereof, including without limitation, copies of any development agreements, development permits, building permits, other operating permits and licenses, and draft or pending development permit applications, if any, relating to the Property or the servicing of the Property, together with all reports, studies, briefs, drawings, consultant's reports and budgets relating thereto;

Purchaser	Vendor
SA	



- c. Copies of any and all leases, contracts, agreements and warranties relating to the Property;
- d. Copies of all documents pertaining to the environmental status of the Property, including any environmental reports completed;
- e. Copies of all documents pertaining to any biophysical assessment previously completed;
- f. Copies of any appraisals on the property;
- g. Copies of any physical condition reports for the Property;
- h. Copies of all geotechnical and other physical tests and information;
- i. Copies of realty tax bills with respect to the Property for the two most recent tax years, and the most current realty tax assessment together with details of all outstanding realty tax assessment appeals, if any, and material filed in support thereof;

**9. COVENANTS**

In connection with the inspection of the Lands and the investigations which the Purchaser may determine to undertake, the Vendor agrees to permit and to obtain the permission of any occupant or manager of the Lands to allow the Purchaser and its agents and consultants to enter upon the Lands for such purpose and to provide letters of authorization to obtain information relating thereto.

In order to fully apprise the Purchaser of the status of the Lands, the Vendor agrees to provide written authorization to all municipal, provincial, federal authorities having jurisdiction over the Lands to enable them to provide the Purchaser with such information, certificates, clearances and statements relating thereto (without physical inspection), as the Purchaser may in writing request.

**10. CLOSING DOCUMENTATION**

FIVE (5) BUSINESS DAYS prior to the Date of Closing, the Vendor's solicitor shall deliver to the Purchaser's solicitor, in trust:

- a) duly executed registrable Transfer or Transfers of Land conveying the Lands to the Purchaser free and clear of all liens, charges, encumbrances whatsoever save and except for Permitted Encumbrances, or otherwise with reasonably satisfactory undertakings of the Vendor's solicitor to discharge non-Permitted Encumbrances;

Purchaser	Vendor
JA	GM

- b) Certificate of Vendor certifying the Vendor is not a non-resident within the meaning of Section 116 of the *Income Tax Act* (Canada);
- c) a Vendor's Statement of Adjustment approved by the Vendor;
- d) originals of all documents as delivered in Paragraph 8;
- e) an assignment and assumption of all Permitted Encumbrances;
- f) the Vendor's undertaking to re-adjust on the Statement of Adjustments, if necessary, after the Date of Closing; and
- g) such other documents as the Purchaser or his solicitors may reasonably require to give effect to the intent of this Offer.

On or prior to the Date of Closing, the Purchaser shall execute and deliver to the Vendor the following:

- (h) assignment and assumption of Permitted Encumbrances referred to in Paragraph 10 (e) above;
- (i) a Certificate and Indemnity referred to in Paragraph 18 hereof;
- (j) such further and other instruments and documents as the Vendor may reasonably require to give effect to the intent of this Agreement;
- (k) the balance of the Purchase Price along with any payment required on account of adjustments as contemplated by Paragraph 5 hereof; and

Tender of all of the documents and monies required to be tendered under Paragraph 10 of this Agreement and the closing of the transaction contemplated by this Agreement shall be made subject to such reasonable trust conditions as may be mutually agreed upon between the Purchaser's Solicitors and the Vendor's Solicitors with both being obligated to act in a reasonable manner. It is a condition of this Agreement that all requirements of this Paragraph 10 are deemed to be concurrent requirements and it is specifically agreed that nothing will be completed on the Date of Closing until everything (other than discharges undertaken to be obtained following completion) required to be paid, executed and delivered on the Date of Closing has been so paid, executed and delivered.

Any monies owing hereunder which are not paid when due shall bear interest at the Prime Rate charged by the Royal Bank of Canada in Calgary, Alberta, from time to time plus 3% per annum, calculated from the date due until payment is received and releasable to the Vendors.

11. RISK

Purchaser	Vendor
JA	CM

Until the Date of Closing, the Lands shall be and remain at the risk of the Vendor.

**12. NOTICES**

All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery, facsimile transmission or other means of electronic transmission (if shown below) or by registered mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

TO THE PURCHASER at the following address:

**SAMER ALTALAJ AND/OR NOMINEE**  
1051 Everridge Drive SW  
Calgary, AB T2Y 4S8  
Attention: Samer Altalaj

TO THE VENDOR at the following address:

**MICIVOR DEVELOPMENTS LTD.**  
5171 50<sup>th</sup> Avenue  
Red Deer, AB T4N 4E4  
Attention: Faissal Mouhamad

or at such other address or fax numbers as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered personally or faxed if received before 5:00 pm on a Business Day, and if after that time, then shall be deemed to be received on the following Business Day. If any such notice, request, demand or other communication shall have been mailed shall be deemed to have been received on the fifth (5th) Business Day after posted.

**13. ASSIGNMENT**

The Purchaser shall have the right to assign its interest in this Agreement to a related entity, provided however that the Purchaser shall remain liable for the Purchaser's covenants and obligations herein until the Closing Date. This Offer shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

**14. FACSIMILE & EMAIL TRANSMISSION**

This Offer or a counterpart hereof may be executed and transmitted by fax or email, with transmission confirmed as complete, and if so, executed and transmitted, this

Purchaser	Vendor
SA	CM

Offer shall be for all purposes as effective and binding upon such party as if such party had delivered an originally executed document.

**15. AGENCY DISCLOSURE**

The Purchaser warrants and represents to the Vendor that it was introduced to the Property by Steve Seiler of KDI Commercial Inc. and was not introduced by any other real estate agent or brokerage.

The Brokerage hereby discloses to the Vendor and the Purchaser that the Brokerage's licensed associates are acting as facilitators by providing services to both parties in order to complete the transaction that do not require the exercise of discretion or judgement or the giving of confidential advice or advocating on behalf of either to Purchaser or the Vendor. The parties further agree that the licensed associate will disclose to both parties all facts known to the licensed associate that materially affect or may materially affect the marketability or market value of the Property. The Parties to this Offer acknowledge that KDI Commercial Inc. have recommended all parties described herein obtain advice from their Professional Advisors. The Parties further acknowledge that any information provided by KDI Commercial Inc. is not to be construed as expert legal, environmental, accounting or tax advice.

**16. TIME**

Specific times shall be in accordance with the system of standard or daylight saving time in effect where the Lands are located. If the date for making of any payment hereunder or the date for doing any act shall be a Saturday, Sunday or holiday in the City of Calgary, such date shall be extended to the first Business Day next following such date. "Business Day" means a day other than a Saturday, Sunday, statutory or municipal holiday in the City of Calgary. Time shall be of the essence in this Offer.

**17. FINTRAC REQUIREMENTS**

As part of the closing procedures the Purchaser hereby agrees to provide all such documentation and information, including identification to its council in order to ensure compliance with the federal legislation of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

**18. GOODS & SERVICES TAX**

With respect to goods and services tax ("GST") payable pursuant to the *Excise Tax Act* (Canada) (the "Act"), the parties covenant and agree as follows:

- (a) subject to Paragraph 18 (b), the Purchaser shall pay to the Vendor on the Closing Date all GST payable as a result of this transaction in accordance

Purchaser	Vendor
JA	SM

with the Act, and the Vendor shall remit such GST to the Receiver General for Canada when and to the extent required by the Act;

- (b) notwithstanding Paragraph 18 (a), the Vendor shall not collect the GST from the Purchaser in this transaction if the Purchaser is a registrant under the Act, and in that event the Purchaser will deliver to the Vendor on Closing a Certificate of the Purchaser confirming that the Purchaser is a registrant and stating the Purchaser's GST registration number.
- (c) the Purchaser shall provide an Indemnity to the Vendor on the Closing Date indemnifying the Vendor harmless from any obligations arising under the Act, together with any losses, costs and expenses suffered by the Vendor in connection with the GST; and
- (d) the provisions aforesaid shall survive Closing.

**19. PURCHASER'S CAVEAT AND SUBORDINATION**

The Purchaser shall be entitled to register a Purchaser's Caveat on the title to the property. If for any reason whatsoever the Purchaser fails to close on the property or is in breach of any covenants of this Agreement, the Purchaser will remove its Purchaser's caveat within 10 days of receiving notice from the Vendor or the Vendor's lawyer. If the Purchaser's caveat is not removed within 10 days of receiving notice, the Purchaser herein agrees that the Vendor's lawyer shall make application to have the Purchaser's Caveat removed from the land title.

All rights of the Purchaser herein are subject to and subordinate to any mortgage, debenture, charge, trust deed or trust indenture granted by the Vendor prior to or after the date of this Agreement which may now or at any time hereafter affect in whole or in part the Lands. In confirmation of such subordination, the Purchaser shall execute promptly upon request by the Vendor any certificate, instruments of postponement or attornment or other instruments which the Vendor may request from time to time to give effect thereto.

**20. CONFIDENTIALITY**

The Purchaser and the Vendor agree that all negotiations regarding the Property shall be confidential, including the contents of the Offer and will not be disclosed to anyone other than the parties' respective legal counsel, accountants, lenders, internal staff, agents and equity partners. Furthermore, the Purchaser and Vendor agree that no press or other publicity, release or communication to the general public concerning the proposed transaction will be issued without the other party's prior approval unless required by law.

If the transaction contemplated by this Agreement is not completed for any reason, the Purchaser shall promptly deliver to the Vendor all materials and information

Purchaser	Vendor
SA	CM

provided by the Vendor and others herein (including notes and all reports and information prepared by or for the Purchaser in regards to the Property, including but not limited to environmental and engineering and planning reports), including all copies and shall destroy all of the Purchaser's notes and other due diligence material containing information set out in the materials and information provided by the Vendor herein.

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Purchaser	Vendor
SA	CS

Schedule "A"

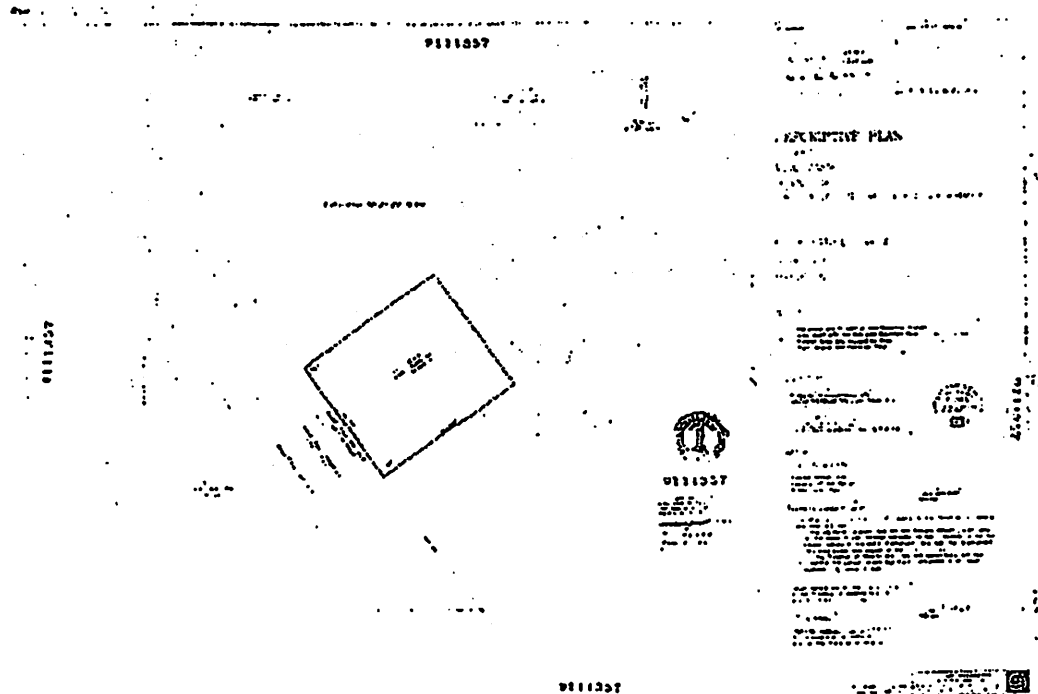
**LEGAL DESCRIPTION**

**MERIDIAN 4 RANGE 29 TOWNSHIP 21 SECTION 32  
THAT PORTION OF THE SOUTH WEST QUARTER  
WHICH LIES NORTH EAST OF ROAD PLAN 8210125  
CONTAINING 44.2 HECTARES (109.2 ACRES) MORE OR LESS**

**EXCEPTING THEREOUT:**

<b>PLAN</b>	<b>NUMBER</b>	<b>HECTARES</b>	<b>(ACRES) MORE OR LESS</b>
ROAD	0210206	0.860	2.13
ROAD	0211040	3.66	9.04
SUBDIVISION	0211003	7.40	18.29

**EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME**



Purchaser	Vendor
SA	M

1. IRREVOCABLE DATE

This Offer shall be open for acceptance by the Vendor and irrevocable by the Purchaser until 5:00 p.m. on the 19<sup>th</sup> day of November 2021.

DATED AT the City of Calgary, in the Province of Alberta, this 17 day of November, 2021.

SAMER ALTALAJ AND/OR NOMINEE  
The "Purchaser"

PER: 

Authorized Signature

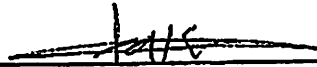
ACCEPTANCE

We, the undersigned Vendor of the Lands, hereby accept the above Offer and agree to complete the sale on the terms and conditions in the Offer and should we fail to do so, the Purchaser may, at its option, cancel the Offer and withdraw any deposit monies or take whatever remedies the Purchaser may have at law, including specific performance, among others.

We hereby irrevocably assign out of the proceeds of the sale any unpaid balance of the Commission and we direct our solicitor to pay the same to KDI Commercial Inc. upon the completion of the sale. WE HEREBY NOTIFY BOTH THE PURCHASER AND OUR SOLICITOR OF THIS ASSIGNMENT.

DATED AT the City of Calgary, in the Province of Alberta, this 18<sup>th</sup> day of November 2021.

MCIVOR DEVELOPMENTS LTD.  
The "Vendor"

PER:   
Authorized Signature

DATE OF ACCEPTANCE

This Offer was made (finalized) on 18. November 2021 (the "Date of Acceptance").

Initials of the person(s) who signed last. (SM)

Purchaser	Vendor
SA	SM



**SCHEDULE "B" - COPY OF TITLE**



LAND TITLE CERTIFICATE

S  
 LINC                      SHORT LEGAL                      TITLE NUMBER  
 0030 234 033            4:29:21:32:5W                      151 108 411

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 29 TOWNSHIP 21  
 SECTION 32  
 THAT PORTION OF THE SOUTH WEST QUARTER  
 WHICH LIES NORTH EAST OF ROAD PLAN 8210125  
 CONTAINING 44.2 HECTARES (109.2 ACRES) MORE OR LESS  
 EXCEPTING THEREOUT:  

PLAN	NUMBER	HECTARES	(ACRES)	MORE OR LESS
ROAD	0210206	0.860	2.13	
ROAD	0211040	3.66	9.04	
SUBDIVISION	0211003	7.40	18.29	

 EXCEPTING THEREOUT ALL MINES AND MINERALS  
 AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: FOOTHILLS COUNTY

REFERENCE NUMBER: 121 300 022

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S)		VALUE	CONSIDERATION
		DOCUMENT TYPE			
151 108 411	29/04/2015	TRANSFER OF LAND		\$1,700,000	\$1,700,000

OWNERS

MCIVOR DEVELOPMENTS LTD.  
 OF 101, 5018-45 STREET  
 RED DEER  
 ALBERTA T4N 1K9

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
701 067 977	09/05/1978	CAVEAT

( CONTINUED )

Purchaser	Vendor
SA	SM

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 151 108 411

REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS

RE : DEFERRED RESERVE  
CAVEATOR - THE CALGARY REGIONAL PLANNING  
COMMISSION.

001 131 891    17/05/2000    UTILITY RIGHT OF WAY  
GRANTEE - TELUS COMMUNICATIONS INC.  
AS TO PORTION OF PLAN:0010715  
TAKES PRIORITY OF CAVEAT #991313501  
REGISTERED ON 27TH OCTOBER, 1999

001 327 578    15/11/2000    CAVEAT  
RE : RIGHT OF WAY AGREEMENT  
CAVEATOR - ATCO GAS AND PIPELINES LTD.  
909 11 AVE SW  
CALGARY  
ALBERTA T2R1L6

161 303 509    29/08/2016    MORTGAGE  
MORTGAGEE - ROYAL BANK OF CANADA.  
4943 ROSS STREET, 2ND FLOOR  
RED DEER  
ALBERTA T4N1X8  
ORIGINAL PRINCIPAL AMOUNT: \$6,000,000

201 128 323    13/07/2020    MORTGAGE  
MORTGAGEE - FAISSAL NOUHAMAD PROFESSIONAL  
CORPORATION.  
MORTGAGEE - 985842 ALBERTA LTD.  
BOTH OF:  
C/O 7151-50 AVENUE  
RED DEER  
ALBERTA T4N4E4  
ORIGINAL PRINCIPAL AMOUNT: \$6,500,000  
SEE INSTRUMENT FOR INTEREST

201 128 484    23/07/2020    CAVEAT  
RE : BENEFICIAL OWNER  
CAVEATOR - MAHMOUD HUSEN MOHAMAD  
C/O ANDERSON JAMES MCCALL  
300, 444 S AVE SW  
CALGARY  
ALBERTA T2P2T6  
AGENT - BRAD FINDLATER

201 139 847    11/08/2020    CERTIFICATE OF LIS PENDENS  
BY - MAHMOUD MOHAMAD  
SEE INSTRUMENT FOR INTEREST

TOTAL INSTRUMENTS: 007

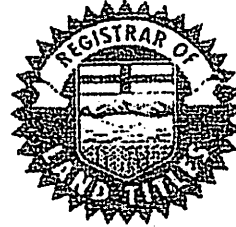
( CONTINUED )

Purchaser	Vendor
SA	GM

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF NOVEMBER, 2021 AT 11:20 P.M.

ORDER NUMBER: 13376208

CUSTOMER FILE NUMBER:



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

---

Purchaser	Vendor
SA	CT

**SCHEDULE "C" - PERMITTED ENCUMBRANCES**

**Specific Permitted Encumbrances**

<u>Registration Number</u>	<u>Date</u>	<u>Particulars</u>
781 067 977	04/05/1978	CAVEAT
001 131 891	17/05/2000	UTILITY RIGHT OF WAY
001 327 578	15/11/2000	CAVEAT

**General Permitted Encumbrances**

1. Any encumbrance, registration or instrument implied in the Certificate of Title pursuant to the provisions of the *Land Titles Act, R.S.A., 2000, c. L-4*, as amended, and,
2. Any encumbrance the source of which is attributable to the Purchaser

Purchaser	Vendor
SA	LS

**WAIVER AND AMENDING AGREEMENT**  
(the "Waiver")

This Waiver and Amending Agreement has been entered into as of March 29, 2022.

AMONG:

**SAMER ALTALAJ AND/OR NOMINEE** (the "Purchaser")

-and-

**MCIVOR DEVELOPMENTS LTD.** (the "Vendor")

WHEREAS the parties hereto entered into an Offer to Purchase accepted November 18, 2021 (the "Agreement").

NOW THEREFORE in consideration of the terms and conditions contained herein, the parties agree as follows:

Amendment to the Agreement

1. Paragraph 2 c) of the Agreement shall be modified to reflect a "Vendor's Condition Date" of July 15, 2022.

Waiver

2. The Purchaser hereby waives its Purchaser's Conditions Precedent described in Paragraph 2 (a) and 2(b) of the Agreement as it has satisfied these conditions. No further Purchaser's Conditions remain.

General

3. All other terms and conditions of the Agreement shall remain unchanged; and
4. Time shall remain of the essence.
5. In this Waiver and Amending Agreement the singular shall be construed as the plural where the context so requires.
6. This Waiver and Amending Agreement shall enure to the benefit and be binding upon the heirs, executors, administrators, successors and assigns.

This Waiver and Amending Agreement shall, on execution, be deemed to amend the Agreement and the Agreement shall be read subject to the terms hereof.

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

**MCIVOR DEVELOPMENTS LTD.**  
(the "Vendor")

Per: \_\_\_\_\_

Authorized Signatory

**SAMER ALTALAJ AND/OR NOMINEE**  
(the "Purchaser")

\_\_\_\_\_  
Samer Altalaj

**FIRST AMENDING AGREEMENT**  
**(the "First Amendment")**

This Amending Agreement has been entered into as of July 9, 2022.

AMONG:

**SAMER ALTALAJ AND/OR NOMINEE (the "Purchaser")**

-and-

**MCIVOR DEVELOPMENTS LTD., (the "Vendor")**

WHEREAS the parties hereto entered into an Offer to Purchase accepted November 18, 2021 (the "Agreement") and Amended March 29, 2022.

NOW THEREFORE in consideration of the terms and conditions contained herein, the parties agree as follows:

**Amendment to the Agreement**

1. Paragraph 2 c) of the Agreement shall be modified to reflect a "Vendor's Condition Date" of September 30, 2022.

**General**

2. All other terms and conditions of the Agreement shall remain unchanged; and
3. Time shall remain of the essence.
4. In this Amending Agreement the singular shall be construed as the plural where the context so requires.
5. This Amending Agreement shall enure to the benefit and be binding upon the heirs, executors, administrators, successors and assigns.

This Amending Agreement shall, on execution, be deemed to amend the Agreement and the Agreement shall be read subject to the terms hereof.

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

**MCIVOR DEVELOPMENTS LTD.**  
**(the "Vendor")**

**SAMER ALTALAJ AND/OR NOMINEE**  
**(the "Purchaser")**

Per:   
Authorized Signatory

  
Samer Altalaj

## Matthew Park

---

**From:** Matthew Park  
**Sent:** August 8, 2022 3:12 PM  
**To:** Matthew Park  
**Subject:** FW: Dewinton Property Sale

**From:** Steve Seiler <sseiler@kdicommercial.com>  
**Sent:** August 8, 2022 1:51 PM  
**To:** faissal mouhamad <drmouhamad@hotmail.com>  
**Cc:** Matthew Park <MPark@warrensinclair.com>  
**Subject:** RE: Dewinton Property Sale


Hi Matt,

1. The fees are 3% of the sale price of \$4,250,000.00 which would be \$127,500.00 plus GST.
2. The listing began on Sept 9<sup>th</sup>, 2020.
3. Yes it was listed for \$6M.
4. No other offers received except for the current offer.

**Steve Seiler | Senior Associate**  
#250, 4723 1<sup>st</sup> Street SW, Calgary, Alberta T2G 4Y8  
[sseiler@kdicommercial.com](mailto:sseiler@kdicommercial.com)  
Mobile 403.818.9837  
kdicommercial.com



If this email is with regards to a transaction, information and/or opinions expressed herein have been provided by a principal or principals in the transaction, their representative or representatives or other third party sources. No warranty as to the accuracy or completeness of the information and/or opinions or capability of the individual providing such information and/or opinions is intended. Such information and/or opinions should be independently investigated and evaluated and may not be a basis for liability of KDI Commercial or its agents.

THIS IS EXHIBIT " C " referred to  
in the Affidavit of Faissal Mouhamad  
sworn before me this 9  
day of August, A.D. 2022  
  
A Commissioner for Oaths in and for Alberta

**Matthew R. Park**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta



Collateral Mortgage - General  
Saskatchewan/Alberta/NWT/Nunavut

COLLATERAL MORTGAGE

I/WE, MCIVOR DEVELOPMENTS LTD.

(hereinafter referred to as the "Mortgagor") having an address at 101, 5018-45 STREET, RED DEER,  
*(Street Address)* *(City)*  
ALBERTA, T4N 1K9, being registered owner (or for the purposes of land located  
*(Province)* *(Postal Code)*  
in Northwest Territories or Nunavut Territory, being or being entitled to become registered owner)  
of an estate in fee simple/leasehold estate (and for the purposes of land located in Alberta  
only, subject to registered encumbrances, liens and interests, if any) (and for the purposes of land located in Northwest  
Territories or Nunavut Territory only, subject to the encumbrances and interests listed below or which apply under the  
applicable Land Titles Act) in all that piece of land described as follows:

SEE ATTACHED SCHEDULE "A"

(hereinafter referred to as "the land"), IN CONSIDERATION OF the premises herein and other valuable consideration,  
the receipt and sufficiency of which is acknowledged, hereby covenant with ROYAL BANK OF CANADA, a chartered  
bank having its Head Office in the City of Montreal, in the Province of Quebec (hereinafter referred to as the

"Mortgagee") and having an office at 4943 ROSS STREET, 2ND FLOOR  
RED DEER, ALBERTA, T4N 1X8, as follows:  
*(City)* *(Province)* *(Postal Code)*

- (1) Charging Clause: The Mortgagor hereby encumbers, mortgages and charges the land and each and every building and improvement on the land (the "premises") which now or hereafter may be erected thereon (the land and the premises being hereinafter referred to as the "mortgaged property") with payment of:
  - (a) the Liabilities (as hereinafter defined), excluding any portion thereof constituting interest or constituting Enforcement Obligations (as hereinafter defined), up to the amount of \_\_\_\_\_  
SIX MILLION DOLLARS (\$6,000,000.00);
  - (b) the Enforcement Obligations (as hereinafter defined); and
  - (c) interest payable on the Liabilities calculated at the rate and in the manner specified herein or in the instrument or other agreement creating or evidencing the obligation to pay such interest.

"Enforcement Obligations" means all amounts payable hereunder which are stated to constitute Enforcement Obligations.

THIS IS EXHIBIT "D" referred to  
in the Affidavit of Faissal Mahamad  
sworn before me this 9  
day of August, A.D. 2022

Matthew R. Park  
A Commissioner for Oaths in and for Alberta  
**Matthew R. Park**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta



"Liabilities" means all amounts owing to the Mortgagee from time to time in respect of any current or running account or revolving line of credit and all indebtedness, liabilities and obligations of the Mortgagor to the Mortgagee (which includes for greater certainty all Enforcement Obligations) whether present or future, direct or indirect, absolute or contingent, matured or not, and whether incurred or arising before, during or after the time that the Mortgagor is the owner of the mortgaged property, and whether arising within or outside Canada, and whether incurred by or arising from any agreement or dealing between the Mortgagee and the Mortgagor or by or from any agreement or dealing with any third party by which the Mortgagee may be or become in any manner whatsoever a creditor of the Mortgagor, or however otherwise incurred or arising, and whether the Mortgagor be bound alone or with another or others, and whether as principal, guarantor or surety.

"Prime Rate" means the annual rate of interest established and announced from time to time by the Mortgagee as being a reference rate then in effect for determining interest rates on Canadian dollar commercial loans made in Canada.

- (2) **Liabilities:** These presents are given and taken as general and continuing collateral security to secure payment of the Liabilities and this mortgage shall obtain priority for all Liabilities notwithstanding that at any time or from time to time there may not be any Liabilities then outstanding. The Mortgagor agrees to pay to the Mortgagee each and every amount, indebtedness, liability and obligation forming part of the Liabilities in the manner agreed to in respect of such amount, indebtedness, liability or obligation. Any future or contingent Liability that does not constitute a debt or loan shall accrue and be payable upon the satisfaction of any applicable condition or contingency which is specified in the agreement or dealing creating such Liability or upon the satisfaction of any other condition or contingency which may be applicable to making a determination of whether such Liability is accrued and payable. The accounts and records of the Mortgagee shall, in the absence of manifest error, constitute prima facie evidence of the amount of Liabilities outstanding and owing from time to time by the Mortgagor to the Mortgagee. Unless otherwise specified herein or in an instrument or other agreement creating or evidencing an obligation to pay interest on the Liabilities, the Mortgagor shall pay to the Mortgagee interest on the amount of the Liabilities outstanding from time to time for the period commencing on the date of demand for payment thereof until paid, such interest to be calculated at a rate equal to the Prime Rate plus FIVE (5.000%) per annum, calculated and payable monthly not in advance, both before and after default and judgment, with interest on overdue interest at the rate aforesaid.
- (3) **Enforcement Obligations:** All Enforcement Obligations shall be payable by the Mortgagor to the Mortgagee upon demand therefor by the Mortgagee to the Mortgagor together with interest thereon from the date such Enforcement Obligations become due and payable until paid, calculated at a rate equal to the Prime Rate plus two percent (2%) per annum, calculated and payable monthly not in advance, both before and after maturity, default and judgment, with interest on overdue interest at the rate aforesaid.
- (4) **No Merger:** Neither the granting of this mortgage nor any proceeding taken hereunder or with respect hereto or under any securities or evidences of securities taken by the Mortgagee, nor any judgment obtained in such proceeding, shall operate as a merger of the Liabilities or of any simple contract debt or in any way suspend payment of, affect or prejudice the rights, remedies or powers, legal or equitable, which the Mortgagee may hold in connection with the Liabilities and any securities which may be taken by the Mortgagee in addition to, by way of renewal of, or in substitution for any present or future bill, promissory note, obligation or security evidencing the Liabilities or a part thereof, or be deemed a payment or satisfaction of the Liabilities or any part thereof or merger therein and any right reserved to the Mortgagee under any document may be exercised by the Mortgagee concurrently or consecutively with or to any other rights reserved to it.

(5) **Further Covenants:** The Mortgagor further covenants with the Mortgagee that the Mortgagor:

- (a) has a good title to the land and premises;
- (b) has the right to mortgage the land and premises and that on default the Mortgagee shall have quiet possession of the land and premises free from all encumbrances;
- (c) will execute such further assurances of the land and premises as may be requisite; and
- (d) has done no act to encumber the land and premises.

(6) **Covenants:** The Mortgagor further covenants with the Mortgagee that:

- (a) **Insurance:** The Mortgagor will forthwith insure and during the continuance of this mortgage keep insured in favour of the Mortgagee against loss or damage by the perils of fire and such other perils as the Mortgagee may require, the premises, both during erection and thereafter, for a total amount not less than the lesser of the replacement cost of the premises and the amount of the Mortgagee's interest therein, with an insurance company and under policies satisfactory to the Mortgagee; and each policy of insurance shall provide that every loss shall be payable to the Mortgagee as its interest may appear in accordance herewith, subject to a standard form of mortgage clause approved by the Mortgagee; and each policy of insurance shall provide that the Mortgagee shall receive at least thirty (30) days prior notice of any cancellation or material alteration thereof; and the Mortgagor will forthwith assign, transfer and deliver to the Mortgagee the policies of insurance and all renewal receipts pertaining thereto; and no insurance will be carried on the premises other than such as is made payable to the Mortgagee in accordance with the provisions of this paragraph; and the Mortgagor will not do or omit or cause anything to be done, omitted or caused whereby the policies of insurance may become void; and the Mortgagor will pay all premiums necessary for such purposes promptly as the same shall become due and will deliver evidence of renewal to the Mortgagee at least seven (7) days prior to the expiration of any policy of insurance; and, in the event of any breach of the foregoing covenants respecting insurance, the Mortgagee, without prejudice to its other rights hereunder, may, at its option, effect such insurance to a value deemed, in the sole opinion of the Mortgagee, adequate to protect the Mortgagee's insurable interest and any amount paid therefor by the Mortgagee shall be payable by the Mortgagor to the Mortgagee on demand and shall constitute an Enforcement Obligation; and forthwith on the happening of any loss or damage, the Mortgagor will furnish at its own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and the production of this mortgage shall be sufficient authority for the insurance company to pay every such loss to the Mortgagee, and the insurance company is hereby directed thereupon to pay the same to the Mortgagee; and any insurance monies received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the premises or be paid to the Mortgagor or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part on the Liabilities or any part thereof whether due or not then due; and the Mortgagor hereby releases to the Mortgagee all its claims upon the mortgaged property subject to the said provisos;
- (b) **Taxes and Encumbrances:** The Mortgagor will pay when and as the same fall due all taxes, rates, levies, assessments, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged property or on this mortgage or on the Mortgagee in respect of this mortgage; and in default of payment, the Mortgagee may pay the amount of such taxes, rates, levies, assessments, liens, charges, encumbrances and claims, and all monies so paid by the Mortgagee shall be payable by the Mortgagor to the Mortgagee on demand and shall constitute an Enforcement Obligation;

- (c) **Assignment of Rents and Leases:** For the better securing to the Mortgagee the payment of the Liabilities, the Mortgagor hereby gives, grants, assigns, transfers and sets over unto the Mortgagee all leases, agreements, tenancies, quotas and licenses which affect the mortgaged property whether written, verbal or otherwise howsoever, including all renewals or extensions thereof, together with all rents and other monies payable thereunder and all rights, benefits and advantages to be derived therefrom; provided that nothing done in pursuance hereof shall have or be deemed to have the effect of making the Mortgagee responsible for the collection of rent, or of any part thereof, or any income or revenue whatsoever of and from the mortgaged property, or for the performance or observance of any provision of such leases and agreements;
- (d) **Fixtures:** Without restricting the generality of the term "fixtures", fences, plumbing, air-conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, storm windows and storm doors, window screens and screen doors, and all appliances and appurtenances relating thereto which now are or may hereafter be placed upon the mortgaged property by the Mortgagor or which now are or may hereafter be attached to the mortgaged property by the Mortgagor, and all farm machinery, improvements and irrigation systems, fixed or otherwise, and even though not attached to the land otherwise than by their own weight, shall be deemed to be fixtures and all fixtures shall form a part of the mortgaged property and are charged by and subject to this mortgage;
- (e) **Good Repair:** The Mortgagor will not remove any fixtures of any kind from the mortgaged property, and will keep the premises and all fixtures, gates, fences, drains and improvements for the time being subject to this mortgage in good and substantial repair, and will at all times make such repairs to, and if incomplete, will complete such buildings and improvements as may be required by the Mortgagee in writing; and will not without the consent in writing of the Mortgagee, commit or permit any kind of waste on the mortgaged property; and in default of any of the foregoing the Mortgagee may at its option enter upon the mortgaged property from time to time in order to inspect, and may at its option complete, repair and keep in repair the said premises, fixtures, gates, fences, drains and improvements without thereby becoming liable as mortgagee in possession and the amount expended by the Mortgagee in doing all or any of the foregoing things shall be payable by the Mortgagor to the Mortgagee on demand and shall constitute an Enforcement Obligation;
- (f) **Erection of Improvements:** The Mortgagor will not, without the consent of the Mortgagee in writing, erect or permit to be erected on the mortgaged property any improvement, or enter into any contract that may cause the mortgaged property to be encumbered by a lien for work done, labor provided, services performed or material supplied and will keep the mortgaged property free from same;
- (g) **Inspection:** The Mortgagee, its agents, employees, and independent contractors may at any time enter upon the mortgaged property to inspect the mortgaged property, and where deemed necessary and/or advisable by the Mortgagee, to conduct investigations thereon, including, without limiting the generality of the foregoing, intrusive testing and sampling on the mortgaged property for the purpose of determining the presence of or the potential for environmental pollution, and the reasonable cost of such inspection and investigations paid for by the Mortgagee including any intrusive testing and sampling shall be payable by the Mortgagor to the Mortgagee on demand and shall constitute an Enforcement Obligation;
- (h) **No Other Encumbrances:** The Mortgagor will not, without the consent of the Mortgagee in writing, grant, create, assume or suffer to exist any mortgage, charge, lien or other encumbrance against the mortgaged property, whether ranking in priority to or subsequent to this mortgage, and the Mortgagee may pay the amount of any mortgage, charge, lien or other encumbrance, now or hereafter existing upon the mortgaged property having or claiming priority over this mortgage. All monies so paid by the Mortgagee shall be payable by the Mortgagor to the Mortgagee on demand and shall constitute an Enforcement Obligation; and

- (i) **Compliance with Laws:** The Mortgagor covenants with the Mortgagee to at all times promptly observe, perform, execute and comply with all applicable laws, including without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, building construction, builders' liens, or public health and safety, and all private covenants and restrictions affecting the mortgaged property or any portion thereof and the Mortgagor will from time to time, upon request of the Mortgagee, provide to the Mortgagee evidence of such observance and compliance and will at its own expense make any and all improvements thereon or alterations to the mortgaged property, structural or otherwise, and will take all such other action as may be required at any time by any such present or future law, and the Mortgagor will cause its tenants, agents and invitees to comply with all the foregoing at their own expense.
- (7) **Environmental Provisions:** The Mortgagor represents and warrants to the Mortgagee that there is no product or substance on the mortgaged property or on any property adjacent thereto which contravenes any environmental law or which is not being dealt with according to best recognized environmental practices, and that the mortgaged property is being used in compliance with all environmental laws. The Mortgagor will give the Mortgagee immediate notice of any material change in circumstances which would cause any of the foregoing representations and warranties to become untrue. The Mortgagor will indemnify the Mortgagee and each of its directors, officers, employees, agents and independent contractors, from all loss or expense (including, without limitation, legal fees on a solicitor and his own client basis) due to the Mortgagor's failure to comply with any environmental law or due to the presence of any product or substance referred to in this paragraph, as well as any lien or priority asserted with respect thereto, and this indemnity shall survive the discharge of this mortgage or the release from this mortgage of part or all of the mortgaged property. All amounts payable to the Mortgagee in respect of such indemnity shall be payable by the Mortgagor to the Mortgagee on demand and shall constitute an Enforcement Obligation.
- (8) **Remedies for Breach of Covenants:** In the event of non-payment when due of the Liabilities or a part thereof, or upon breach of or default under any provision of any agreement evidencing or relating to the Liabilities or a part thereof, or upon breach of or default in any provision of this mortgage:
- (a) **Liabilities Due:** The Liabilities shall immediately become due and payable at the option of the Mortgagee unless such non-payment, breach or default is waived or postponed by the Mortgagee;
- (b) **May Enter on to Mortgaged Property to Lease or Sell:** The Mortgagee may on giving the minimum notice, if any, according to applicable law, enter on and lease or sell the mortgaged property; and the Mortgagee may collect the rents and profits and lease or sell as aforesaid without entering into possession of the mortgaged property; and the Mortgagee is hereby irrevocably appointed the attorney of the Mortgagor for the purpose of making such lease or sale, and for recovering all rents and sums of money that may become or are due or owing to the Mortgagor in respect of the mortgaged property, and for enforcing all agreements binding on any lessee or occupier of the mortgaged property or on any other person in respect of it, and for taking and maintaining possession of the mortgaged property, and for protecting it from waste, damage or trespass, and for making arrangements for completing the construction of, repairing or putting into order any buildings or other improvements on the mortgaged property, and for harvesting, threshing and marketing any crops on the land, keeping down and destroying any noxious weeds, summer fallowing, and working, breaking and otherwise farming any farm land, and for conducting remediation to bring the mortgaged property in compliance with recognized environmental standards, statutory or otherwise, and for executing all instruments, deeds and documents pertaining thereto, and for doing all acts, matters and things that may be necessary for carrying out the powers hereby given; and any such sale may be either for cash or on credit, or part cash and part credit, and by private sale or public auction, and at such sale the whole or any part of the mortgaged property may be sold; and the Mortgagee may vary or rescind any contract of sale made by virtue of these presents, and may buy in and resell the mortgaged property or any part thereof, without being responsible for any loss or deficiency on resale or expense occasioned thereby, and may sell on such terms as to credit or otherwise as to it shall seem appropriate, and for such prices as can reasonably be obtained therefor, and may make any stipulation as to title or evidence or commencement of title or otherwise as to it may seem proper, and no purchaser or lessee under such power shall be bound to inquire into the legality or regularity of any sale or lease under the said power, or to see to the application of the proceeds thereof, nor shall any omission, irregularity or want of notice invalidate or in any way affect the legality of any such sale or lease; and out of the money arising from such sale

or lease the Mortgagee shall be entitled to retain an amount equal to the Liabilities together with all expenses incurred in or about taking, recovering or keeping possession of the mortgaged property, selling or leasing the same or otherwise by reason of any default of the Mortgagor hereunder, including solicitor's fees and disbursements as between a solicitor and his own client, and any balance of monies remaining after the satisfaction of all claims of the Mortgagee, as hereinbefore provided, shall be paid to the Mortgagor but the Mortgagee shall in no event be liable to pay to the Mortgagor any monies except those actually received by the Mortgagee;

- (c) **Foreclosure:** The Mortgagee may take foreclosure or foreclosure and sale proceedings in respect of the mortgaged property in accordance with the provisions of the laws of the jurisdiction in which the mortgaged property is situate; and in the event of any deficiency on account of the Liabilities remaining due to the Mortgagee after realizing all the mortgaged property, then the Mortgagor will pay to the Mortgagee on demand the amount of such deficiency together with interest thereon until paid, calculated at a rate equal to the Prime Rate plus ~~FIVE~~ (5.000%) per annum, calculated and payable monthly not in advance, both before and after maturity, default and judgment, with interest on overdue interest at the rate aforesaid. In the event foreclosure proceedings are commenced in respect of the mortgaged property, then from the time of the application for an order nisi in such proceedings, the rate of interest payable under this mortgage shall, at the option of the Mortgagee, be fixed at the rate applicable under this mortgage at that time and shall thereafter remain at such fixed rate unless and until such proceedings have been settled or discontinued;
- (d) **Distrain:** The Mortgagee may distrain for arrears of the Liabilities, and as part of the consideration for any advance or creation of the Liabilities, the Mortgagor agrees to waive, and hereby waives, on the exercise of any such right of distress all rights to exemptions from seizure and distress under any law applicable in the jurisdiction in which the mortgaged property is situate;
- (e) **Receivership:** The Mortgagee may appoint a receiver of the mortgaged property and of the income of the mortgaged property, or any part thereof, and every such receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the receiver's acts or defaults; and such receiver shall have power to demand, recover and receive all the income of the mortgaged property, by action, distress or otherwise, either in the name of the Mortgagor or of the Mortgagee, and to give effectual receipts for the same; and the receiver may lease the mortgaged property and execute contracts in the name of the Mortgagor; provided that such receiver may be removed and a new receiver appointed from time to time by the Mortgagee, by writing under the hand of any authorized agent or solicitor; and it is further agreed that such receiver shall be entitled to retain out of the monies received by it a commission of five percent (5%) of the gross receipts, or such higher rate as any judge of any court having jurisdiction may allow upon application by it for that purpose, and also its disbursements in the collection of such income, and thereafter shall apply all monies received by it as such receiver as follows: namely, in discharge of all taxes, rates and accounts payable whatsoever affecting the mortgaged property and all liens, charges (including, without limitation, those imposed under environmental laws), annual sums or other payments and interest thereon, if any, having priority to this mortgage; in payment of the premiums on insurance payable under this mortgage; in payment of the cost of all necessary or proper repairs to the mortgaged property; and the balance, if any, thereafter upon the Liabilities; provided further that neither the existence of the foregoing relating to attornment, to distraint for arrears, to entry upon the mortgaged property, to foreclosure and to the said receivership, nor anything done by virtue thereof, shall render the Mortgagee a mortgagee in possession so as to be accountable for any monies except those actually received; and
- (f) **Performance of Obligations:** The Mortgagee, at its option, may by and on behalf of the Mortgagor and at the sole cost and expense of the Mortgagor, and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed, any provision with respect to which default has occurred hereunder or under any provision of any agreement or dealing evidencing the Liabilities and for such purpose make such payments as are contemplated herein, and all monies expended by the Mortgagee for any such purpose shall be payable by the Mortgagor to the Mortgagee upon demand and shall constitute an Enforcement Obligation; provided however that nothing herein contained shall be deemed to hold the Mortgagee responsible for and the Mortgagee shall not be responsible for any loss arising out of its or its agents' or employees' observance or performance of any such provision. No remedy herein conferred is intended to be exclusive of any other remedy or remedies hereunder or under any security collateral hereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under any security collateral hereto or now or hereafter existing at law or in equity.

- (9) **Bankruptcy:** If the Mortgagor shall commit an act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act, become bankrupt or insolvent or shall be subject to the provisions of the Bankruptcy and Insolvency Act, the Companies Creditors Arrangement Act, the Winding Up Act or any other Act for the benefit of creditors or relating to bankrupt or insolvent debtors or go into liquidation either voluntarily or under an order of a court of competent jurisdiction or make a general assignment for the benefit of its creditors or otherwise acknowledge its insolvency, the same shall constitute a breach of covenant pursuant to this mortgage.
- (10) **Costs to Protect Security:** All fees, charges, costs (including solicitor's fees and disbursements as between a solicitor and his own client) or expenses levied or charged by any solicitors or inspectors retained by or on behalf of the Mortgagee for the preparation, taking, registration, maintenance, protection or enforcement of this mortgage and any other securities which may be taken by the Mortgagee in connection with the Liabilities or any part thereof, together with the costs of any sale or abortive sale and of taking, recovering and keeping possession of the mortgaged property, the costs of inspecting or managing the same and generally any costs in any other proceeding, matter or thing taken or done in connection with or for completing the construction of, repairing or putting in order any buildings or other improvements on the mortgaged property, or for remediation to bring the mortgaged property into compliance with recognized environmental standards, statutory or otherwise, or to protect or realize upon this mortgage or any other security taken in connection with the Liabilities, or to perfect the title of the mortgaged property, or relating to expropriation of part or all of the mortgaged property, shall be payable by the Mortgagor to the Mortgagee on demand and shall constitute an Enforcement Obligation. If the Mortgagor shall default in payment of any Enforcement Obligation on demand, the Liabilities shall at the option of the Mortgagee forthwith become due and payable unless such default is waived or postponed by the Mortgagee.
- (11) **Extension or Replacement of Covenants:** The Mortgagee may, in its discretion and with or without the consent of the Mortgagor or any guarantor or surety, in respect of the Liabilities or any part thereof give an extension of time, take the covenant of any purchaser of the equity of redemption of the mortgaged property or any part thereof, or any security whatsoever from them or from any other person, for the assumption and payment of the whole or any part of the Liabilities or for the due performance of any of the provisions hereof and any such action on the part of the Mortgagee shall not release the Mortgagor or any guarantor or surety from payment of the Liabilities or any part thereof or the performance of the said provisions or any of them; and the Mortgagee may also, in its discretion, compound with or release the Mortgagor or any one claiming under it, or any other person liable for payment of the Liabilities, or surrender, release or abandon or omit to perfect or enforce any securities, remedies or proceedings which the Mortgagee may now or hereafter hold, take or acquire, and may pay all monies received from the Mortgagor or others, or from securities upon such part of the Liabilities as the Mortgagee may think best without prejudice to or in any way limiting or lessening the liability of the mortgaged property or of any surety or obligor or any other person liable for payment of the Liabilities; and the Mortgagee shall incur no liability to any person by reason of anything aforesaid; any provision or liability aforesaid shall continue in full force as long as any of the Liabilities remain unpaid, but the Mortgagee shall not be bound to exhaust its recourse or remedies against the mortgaged property or the Mortgagor or other parties or the securities it may hold before being entitled to payment from any guarantor or surety of the Liabilities.
- (12) **Release of Lands:** The Mortgagee may, in its discretion and with or without the consent of the Mortgagor or any guarantor or surety, release any part of the mortgaged property or any other security for the Liabilities either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by it and without thereby releasing any other part of the mortgaged property, or any provision hereof, including any covenants or agreements on the part of any guarantor or surety for the payment of the Liabilities and the performance of the provisions hereof.
- (13) **No Waiver:** The permitting of or the acquiescence in the non-performance or non-observance of or the extension of time for the performance of any of the provisions of this mortgage shall not be or constitute any waiver of or cure any continuing or subsequent default, and shall not justify any default or delay on any other occasion and no waiver shall be inferred from or implied by anything done or omitted by the Mortgagee, except by express agreement.

- (14) **No Apportionment:** Every part, lot or unit into which the mortgaged property is or may hereafter be divided stands charged with the whole of the Liabilities and no person shall have any right to require the Liabilities to be apportioned on or in respect of any such part, lot or unit, or to require the charge of this mortgage to be released or discharged in respect of any such part, lot or unit, and the Mortgagor hereby waives any provision of any legislation which provides for such right.
- (15) **All Taxes Paid:** The Mortgagor represents and warrants that it has paid all taxes, interest and penalties payable by it under the provisions of federal, provincial and municipal statutes or by-laws relating thereto, and which may create a charge or lien upon the mortgaged property.
- (16) **Expropriation:** In the event that the whole or any material portion of the mortgaged property is expropriated by any entity empowered to do so, then at the option of the Mortgagee all Liabilities shall forthwith become due and payable. The Mortgagor hereby waives the provisions of any law applicable in the jurisdiction in which the mortgaged property is situate which would restrict recovery under this mortgage to recovering the market value of this mortgage at the date of any expropriation if the market value is then less than the amount of the Liabilities. In the event such market value is less than the amount of the Liabilities and the Mortgagee receives from the expropriating authority the market value of this mortgage, the Mortgagor shall, notwithstanding the provisions of any such law, forthwith upon demand pay to the Mortgagee the remaining portion as a separate debt together with interest thereon until paid at a rate equal to the Prime Rate plus FIVE (5.00%) per annum, calculated and payable monthly not in advance, both before and after maturity, default and judgment, with interest on overdue interest at the rate aforesaid. The proceeds from any expropriation affecting the whole or any part of the mortgaged property shall be paid to the Mortgagee in priority to the claims of any other person.
- (17) **Discharge:** The Mortgagor shall not be entitled to a discharge of this mortgage unless and until the Liabilities have been paid in full or are no longer in existence, the Mortgagee has no further obligations to the Mortgagor in respect of any Liabilities and the Mortgagor has kept and performed all of the provisions hereunder and under any provision of any agreement evidencing the Liabilities; and the Mortgagee shall have a reasonable time after payment or termination of the Liabilities within which to prepare or have prepared an executed discharge of this mortgage, and interest shall continue to run and accrue until all Liabilities have been paid and actual payment in full has been received by the Mortgagee and all legal and other expenses for the preparation and execution of such discharge and any administration fee of the mortgagee in connection therewith shall be borne by the Mortgagor.
- (18) **Condominium Units:** Notwithstanding anything to the contrary herein contained, in the event that the mortgaged property constitutes a condominium or a unit in a condominium:
- (a) The Mortgagor covenants with the Mortgagee that the Mortgagor will observe and perform each and every provision required to be observed and performed under or pursuant to the terms of this mortgage, each and every provision of any law applicable in the jurisdiction in which the mortgaged property is situate which affects such condominium or unit in a condominium and the by-laws and any amendments thereto of the condominium corporation of which the Mortgagor is a member by virtue of the Mortgagor's ownership of the condominium being charged by this mortgage (hereafter referred to as the "Condominium Corporation");
- (b) Without limiting the generality of the foregoing subparagraph, the Mortgagor covenants to pay promptly when due any and all unpaid assessments, instalments or payments due to the Condominium Corporation;
- (c) In addition to the Mortgagor's obligations hereunder to insure the mortgaged property, the Mortgagor covenants and agrees to provide the Mortgagee, from time to time upon the Mortgagee's request, with evidence satisfactory to the Mortgagee that the Condominium Corporation keeps the condominium insured in favour of the Mortgagee against all risks of direct physical loss or damage on a replacement cost basis for an amount equal to the full replacement value of the condominium; provided that, if the Condominium Corporation neglects to keep the condominium insured as aforesaid, the Mortgagee shall be entitled but shall not be obligated to insure the condominium to a value deemed, in the sole opinion of the Mortgagee, adequate to protect the Mortgagee's insurable interest and any amount paid therefor by the Mortgagee shall be payable on demand and shall constitute an Enforcement Obligation;

- (d) As a member of the Condominium Corporation, the Mortgagor covenants and agrees to seek the full compliance by the Condominium Corporation with the requirement that the Condominium Corporation insure the condominium; and the Mortgagor hereby releases to the Mortgagee all of the Mortgagor's claim upon the Condominium Corporation, subject to the terms of the said insurance policy;
  - (e) The Mortgagee authorizes the Mortgagor to vote respecting all matters relating to the affairs of the Condominium Corporation, provided that the Mortgagee may at any time upon written notice to the Mortgagor and the Condominium Corporation, revoke this authorization, in which case all power to vote shall rest in the Mortgagee, although the Mortgagee shall be under no obligation to vote to protect the interests of the Mortgagor or to vote in any particular manner;
  - (f) The Mortgagor further covenants that, where the Mortgagor defaults in the Mortgagor's obligations to pay any assessment, instalment or payment due to the Condominium Corporation, or upon breach of any provision contained in this paragraph, regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, at its option and without notice to the Mortgagor, may deem such default to be default under the terms of this mortgage and proceed to exercise its rights herein;
  - (g) Upon default herein and notwithstanding any other right or action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessment, instalment or payment due to the Condominium Corporation or arising under this paragraph; and
  - (h) The Mortgagor covenants to request the Condominium Corporation to send to the Mortgagee copies of all notices sent to the Mortgagor, and the Mortgagor covenants to notify the Mortgagee of any breaches by the Condominium Corporation that come to the attention of the Mortgagor.
- (19) **Farm Lands:** Notwithstanding anything to the contrary herein contained, in the event that the mortgaged property is or includes farm lands:
- (a) In addition to the Mortgagor's obligations herein to insure the mortgaged property, the Mortgagor covenants and agrees to forthwith insure and during the continuance of this mortgage keep insured in favour of the Mortgagee against loss or damage by hail and such other perils as the Mortgagee may require, all crops now or hereafter to be grown on the land;
  - (b) The Mortgagor will in each year during the currency of this mortgage either put into crop or summer fallow in good, proper and husbandlike manner every portion of the land which has been or may hereafter be brought under cultivation, and will keep the land clean and free from all noxious weeds and generally see that the mortgaged property does not depreciate in any way; and
  - (c) The Mortgagor will pay when and as the same fall due any charges for keeping down and destroying noxious weeds on the land and in default of payment the Mortgagee may pay the same, and all monies so paid by the Mortgagee shall be payable by the Mortgagor to the Mortgagee upon demand and shall constitute an Enforcement Obligation.
- (20) **Due on Sale or on Change in Ownership:** In the event that the Mortgagor shall sell, convey, transfer or otherwise dispose of the mortgaged property, or enter into any agreement to sell, convey, transfer or otherwise dispose of or lose title thereto, the Liabilities shall forthwith become due and payable at the option of the Mortgagee. In the event that the Mortgagor is a corporation, and in the event that there is a sale or sales which result in a transfer of the legal or beneficial interest of a majority of the shares in the capital of the Mortgagor or there is a change in the effective control of a majority of the voting shares in the capital of the Mortgagor, then the Liabilities shall forthwith become due and payable at the option of the Mortgagee.
- (21) **Cross Default:** In the event that the Mortgagor makes default under any mortgage, charge, lien or other encumbrance against the mortgaged property ranking or claiming priority over this mortgage, the same shall constitute default under this mortgage and the Liabilities shall at the option of the Mortgagee forthwith become due and payable, and the Mortgagor shall be at liberty to exercise its rights under this mortgage.



- (22) **No Obligation to Advance:** Neither the execution nor registration of this mortgage nor the advancing or creation of any part of the Liabilities shall bind the Mortgagee to advance or create any further Liabilities; and notwithstanding anything herein contained, all payments to be made on or by virtue of this mortgage shall be made in lawful money of Canada to the Mortgagee at its Head Office or at such other place as the Mortgagee may, from time to time, in writing designate.
- (23) **Proving of Prime Rate:** In the event that it may be necessary at any time for the Mortgagee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of the Manager for the time being of the branch of the Mortgagee responsible for the collection of the Liabilities setting forth the Prime Rate as at any time or times shall be and shall be deemed to be conclusive evidence as to the Prime Rate.
- (24) **Lawful Interest Rate:** In the event interest chargeable or payable on principal or interest or on arrears of principal or interest as provided for in this mortgage is in excess of that permitted by the Interest Act (Canada) or any other applicable law, then in such event, interest payable and chargeable on such principal or interest or on arrears of principal or interest under this mortgage shall be chargeable and payable at the highest lawful rate permitted by the Interest Act (Canada) or such other applicable law and no other interest on principal or interest or on arrears of principal or interest shall be chargeable or payable hereunder.
- (25) **Type of Land Ownership:**
- (a) **Freehold:** If this mortgage is a mortgage of a fee simple interest, the Mortgagor represents and warrants to the Mortgagee that it has a fee simple interest in possession in the mortgaged property and that it has full power to mortgage the mortgaged property.
- (b) **Lensehold:** If the interest of the Mortgagor in the mortgaged property derives from a lease, sublease, agreement to lease, tenancy, right of use or occupation, right of first refusal to lease, option to lease or license of the mortgaged property (such lease, sublease, agreement to lease, tenancy, right of use or occupation, right of first refusal to lease, option to lease or license including any renewal, extension, modification, replacement or assignment thereof is hereinafter collectively called the "Lease"), then the following additional provisions apply with respect to such interest:
- (i) all references in this mortgage to "mortgaged property" shall include all right, title and interest of the Mortgagor from time to time in and to the Lease and the lands and premises demised under the Lease, including any greater right, title or interest therein or in any part thereof acquired after the date of this mortgage;
- (ii) the Mortgagor grants, mortgages, demises, sub-leases and charges to the Mortgagee all estate, term, right, title and interest of the Mortgagor in and to the Lease and the mortgaged property, together with any and all other, further or additional title, estate, interest or right therein or any part thereof which may at any time be acquired by the Mortgagor in or to the lands and premises demised by the Lease during the term of the mortgage, and all benefit and advantage therefrom for the Mortgagee including any right or option to purchase or to lease contained therein, to have and to hold for and during the remainder of the term of the Lease, save and except the last day thereof, as security for the payment to the Mortgagee of the Liabilities, plus the interest on the Liabilities, Enforcement Obligations and all other amounts secured by this mortgage and for the performance of all liabilities and obligations secured by this mortgage upon the terms set out in this mortgage;
- (26) **Representations and Warranties regarding Leasehold Title:** If this mortgage is a mortgage of a leasehold title, the Mortgagor represents and warrants to the Mortgagee that:
- (a) the leasehold estate which is the subject of this mortgage arises under the Lease, which has not been further modified or amended;
- (b) the Lease is a valid, effective and subsisting lease which has not been surrendered or forfeited, and the Lease is not presently subject to any assignment, mortgage or other encumbrance;
- (c) the Mortgagor has taken possession of the mortgaged property and all sums due under the Lease have been paid in full to the date hereof;

- (d) the Mortgagor has full power to mortgage the Lease (subject to the consent, if necessary, of the lessor), and if the consent of the lessor is required, such consent has either been obtained or will be obtained prior to any advance of monies secured by this mortgage; and
- (e) "Lease" means the lease from \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_, subject only to the following amending agreements, if any:
- (27) Covenants regarding Leasehold Title: If this mortgage is a mortgage of a leasehold estate, the Mortgagor covenants with the Mortgagee that:
- (a) it will not modify or amend or consent to any modification or amendment to the Lease without the prior written consent of the Mortgagee;
- (b) it will not surrender or forfeit or consent to any surrender or forfeiture of the Lease, and it will not without the prior written consent of the Mortgagee further assign, mortgage or otherwise encumber the Lease;
- (c) it will not postpone or subordinate its interest in Lease to any other mortgage or encumbrance without the prior written consent of the Mortgagee;
- (d) it will faithfully comply with each provision of the Lease and will do all things necessary to preserve the Lease and the lessee's rights thereunder;
- (e) it will promptly notify the Mortgagee of any default under the Lease by the Mortgagor, or the giving or receipt of any notice of default in respect thereof, and it agrees to request that the lessor provide the Mortgagee with the opportunity (but not the obligation) to cure any default under the Lease and any amount which may be required to be paid by the Mortgagee to cure such default and the costs thereof (including any legal costs as between solicitor and client) shall constitute an Enforcement Obligation;
- (f) the Mortgagor will notify the Mortgagee of each and every notice of default, demand or claim forwarded to or served upon the Mortgagor by the lessor under the Lease;
- (g) it will notify the Mortgagee promptly in writing after learning of any condition that with or without the passage of time or the giving of any notice might result in a default under or the termination of the Lease;
- (h) if the Mortgagor becomes the owner of the freehold title to the mortgaged property, then
- if the mortgaged property is located in Alberta or Saskatchewan, it hereby mortgages to the Mortgagee all of its estate and interest in the mortgaged property, freehold and otherwise, such mortgage to take effect on the Mortgagor acquiring the freehold title thereof, and this mortgage will thereupon be deemed to be a mortgage of the freehold title as if the Mortgagor had been the owner in fee simple at the date of execution of this mortgage and the Mortgagor agrees, if so requested by the Mortgagee, to execute in favour of the Mortgagee a mortgage covering the freehold estate on the same terms and conditions as are contained in this mortgage; and
- if the mortgaged property is located in the Northwest Territories or Nunavut Territory, it agrees to provide to the Mortgagee, on request, a mortgage of all of its estate and interest in the mortgaged property, freehold and otherwise;
- (i) it will indemnify the Mortgagee against any claims and demands in respect of the Lease, including any legal costs incurred by the Mortgagee in connection therewith, on a solicitor and client basis;
- (j) the Mortgagor will at all times promptly observe and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal, or otherwise, and all private covenants and restrictions affecting the mortgaged property or any portion thereof and the Mortgagor

will from time to time, upon request of the Mortgagee, provide to the mortgagee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the mortgaged property structural or otherwise, and will take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation.

- (k) if this mortgage is outstanding at the end of the term of the Lease, it will at the appropriate time seek a renewal of the Lease or the issuance of a new lease in substitution and will promptly notify the Mortgagee if it becomes aware that such a renewed or substituted lease may not be forthcoming. The Mortgagor will provide a copy of any such renewed or substituted lease to the Mortgagee upon issuance and such a renewed or substituted lease will be included within the definition of the Lease hereunder and for greater certainty, will be subject to this mortgage.
  - (l) The Mortgagor agrees that it will from the date of execution of this mortgage stand possessed of the last day of the term of the Lease (whether it is the last date of the present term or of any extended term) and all rights, privileges and options of the Mortgagor under the Lease, in trust for the Mortgagee. The Mortgagor further agrees it will assign and dispose of said last day, consistent with the terms of the Lease, as the Mortgagee may direct, but subject to the Mortgagor's right of redemption. The Mortgagor irrevocably appoints the Mortgagee as its attorney for on behalf of the Mortgagor and in its name or otherwise to assign the said last day and privileges as the Mortgagee shall at any time direct, consistent with the terms of the Lease. The Mortgagor further agrees that upon a sale or other disposition made by the Mortgagee, and if requested by the Mortgagee, to assign the last day and privileges and options relating thereto to the purchaser or assignee and to exercise any and all assignments and transfers for that purpose; and the Mortgagee may at any time, by deed or other instrument, remove the Mortgagor or any other person as trustee for the last day and appoint a new trustee or trustees in its place.
  - (m) Information: The Mortgagor authorizes the Mortgagee to contact the lessor from time to time to obtain information regarding the rent or other sums payable under the Lease, the status of payment thereof and any other information relating to the Lease or default thereunder.
  - (n) Breach: The Mortgagor agrees that it will be deemed to constitute a breach of the provisions of this mortgage if the leasehold estate which is the subject of this mortgage ceases to exist.
- (28) Special Provisions: The Mortgagor covenants with the Mortgagees that in the event the mortgaged property is situate in the Province of Saskatchewan and the Mortgagor is a body corporate, the Mortgagor agrees that:
- (a) The Land Contracts (Actions) Act of the Province of Saskatchewan shall have no application to an action, as defined in the said Act, with respect to this mortgage; and
  - (b) The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof shall have no application to this mortgage or any agreement or instrument renewing or extending or collateral to this mortgage, or the rights, powers or remedies of any other person under this mortgage, or any such agreement or instrument renewing or extending or collateral to this mortgage.
- (29) Severability: If any provision of this mortgage or the application thereof to any person is to any extent held invalid or unenforceable, the remainder of this mortgage or the application of such provision to persons other than those with respect to which it is held invalid or unenforceable shall not be affected thereby and shall continue to be enforceable to the fullest extent permitted by law.
- (30) Joint and Several: In the event there is more than one Mortgagor hereunder, the terms, conditions and other obligations of each Mortgagor hereunder shall be joint and several.
- (31) Interpretation: The words used herein which import the singular number and neuter shall be read and construed as plural and feminine or masculine, as the case may be, and the terms of this mortgage shall be binding upon and apply to the party's heirs, executors, administrators, successors or assigns, as applicable.

- (32) **Statutory Mortgage Clause:** And for better securing to the Mortgagee the repayment in the manner aforesaid of the Liabilities, the Mortgagor hereby mortgages to the Mortgagee all of the Mortgagor's estate and interest in the mortgaged property.
- (33) **Laud Titles Act:** It is understood and intended that this mortgage is made with reference to and under the Land Titles Act of the jurisdiction in which the mortgaged property is situate.

IN WITNESS WHEREOF THIS MORTGAGE IS SIGNED, SEALED AND DELIVERED THIS 12 day of AUGUST, 2016.

in the presence of

(Witness)

(Witness)

(Witness)

\_\_\_\_\_  
(Mortgagor) (seal)

\_\_\_\_\_  
(Mortgagor) (seal)

MCIVOR DEVELOPMENTS LTD.  
Name of Mortgagor (if Corporation)

By: FAISSAL MOUHAMAD  
Title: PRESIDENT c/s

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule "A"

MERIDIAN 4 RANGE 29 TOWNSHIP 21  
SECTION 32

THAT PORTION OF THE SOUTH WEST QUARTER  
WHICH LIES NORTH EAST OF ROAD PLAN 8210125  
CONTAINING 44.2 HECTARES (109.2 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	(ACRES)	MORE OR LESS
ROAD	0210206	0.860	2.13	
ROAD	0211040	3.66	9.04	
SUBDIVISION	0211003	7.40	18.29	

EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME



Royal Bank of Canada  
 Commercial Financial Services  
 335 8<sup>th</sup> Avenue SW  
 23<sup>rd</sup> Floor  
 Calgary, Alberta  
 T2P 1C9

August 2, 2016

Private and Confidential

MCIVOR DEVELOPMENTS LTD.  
 Suite 101  
 5018 45 Street  
 Red Deer, Alberta  
 T4N 1K9

THIS IS EXHIBIT " E " referred to  
 in the Affidavit of Faissal Marhamad  
 sworn before me this 9  
 day of August, A.D. 2022

A Commissioner for Oaths in and for Alberta

**Matthew R. Park**  
 Barrister and Solicitor  
 A Commissioner for Oaths  
 in and for Alberta

ROYAL BANK OF CANADA (the "Bank") hereby offers the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or event of default.

**BORROWER:** Mclvor Developments Ltd. (the "Borrower")

**CREDIT FACILITIES**

Facility #1: \$2,500,000.00 revolving demand facility by way of:

a) RBP based loans ("RBP Loans")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 0.00%

**AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

**REPAYMENT**

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

**GENERAL ACCOUNT**

The Borrower shall establish a current account with the Bank (the "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

<sup>2</sup> Registered Trademark of Royal Bank of Canada

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

#### FEES

##### Monthly Fee:

Payable in arrears on the same day of each month.

Management Fee: \$25.00

#### SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) General security agreement – floating charge on land on the Bank's form 923 signed by the Borrower constituting a first floating charge on all present and after-acquired real property of the Borrower and a first ranking security interest in all personal property of the Borrower;
- c) Collateral mortgage in the amount of \$6,000,000.00 signed by the Borrower, constituting a first fixed charge on the lands and Improvements, described as 79.74 Acre Vacant land Parcel. M4,-R29, -T21, part of SW Section 32, Between Highway #2A (Macleod Tr) and Highway #2 (Deerfoot Tr); Municipal District of Foothills, Alberta (the "Mortgage Property");
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$2,500,000.00 signed by Faissal Mouhamad;
- e) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$2,500,000.00 signed by Faissal Mouhamad Professional Corporation, supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Faissal Mouhamad Professional Corporation; and
- f) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$2,500,000.00 signed by 985842 Alberta Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 985842 Alberta Ltd.

#### REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) annual notice to reader financial statements for the Borrower, within 120 days of each fiscal year end;
- b) annual notice to reader combined financial statements for the Borrower, 985842 Alberta Ltd. and Faissal Mouhamad Professional Corporation, within 120 days of each fiscal year end;
- c) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2017;
- d) annual copy of personal income tax return and notice of assessment for Faissal Mouhamad, within 120 days of each year end; and

- e) such other financial and operating statements and reports as and when the Bank may reasonably require.

#### **CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) an undertaking from Toronto Dominion Bank to immediately release and discharge all security it holds in the assets of the Borrower upon payment in full of all obligations owing by the Borrower to Toronto Dominion Bank.
- d) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require;
- e) an Environmental questionnaire completed by the Borrower in respect of the Mortgage Property, and containing findings acceptable to the Bank; and
- f) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- g) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- h) no Borrowing under Facility #1 will be made available unless the Bank has received a copy of payout statement from Toronto Dominion Bank in form and substance satisfactory to the Bank.

#### **BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.



If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**GOVERNING LAW JURISDICTION**

Province of Alberta.

**ACCEPTANCE**

This Agreement is open for acceptance until September 1, 2016, after which date it will be null and void, unless extended in writing by the Bank.

**ROYAL BANK OF CANADA**

Per: [Signature]  
Name: Angela Porteous  
Title: Account Manager

/s/

We acknowledge and accept the terms and conditions of this Agreement on this 9 day of AUGUST, 2016.

**MCIVOR DEVELOPMENTS LTD.**

Per: [Signature]  
Name: FAISAL MOHAMMAD  
Title: PRESIDENT

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Borrower

**Attachments:**

Terms and Conditions

**Schedules:**

- Definitions
- Calculation and Payment of Interest and Fees

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**TERMS AND CONDITIONS**

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

**REPAYMENT**

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("Reducing Term Loan/Facility"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("Renewal Letter") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

**PREPAYMENT**

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

**EVIDENCE OF INDEBTEDNESS**

The Bank shall maintain accounts and records (the "Accounts") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the Indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

**GENERAL COVENANTS**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure and it will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

**FEES, COSTS AND EXPENSES**

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall

indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

#### **GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

#### **AMENDMENTS AND WAIVERS**

No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

#### **SUCCESSORS AND ASSIGNS**

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

#### **GAAP**

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

#### **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

#### **GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

**DEFAULT BY LAPSE OF TIME**

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

**SET-OFF**

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

**NOTICES**

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

**CONSENT OF DISCLOSURE**

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

**NON-MERGER**

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

**JOINT AND SEVERAL**

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

**COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

**ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

**ELECTRONIC IMAGING**

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

**REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Bank that:

- a) it is duly incorporated, validly existing and duly registered or qualified to carry on business in each jurisdiction in which its business or assets are located;
- b) the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary actions and do not violate its constating documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing hereunder.

**LANGUAGE**

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

**WHOLE AGREEMENT**

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

**EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

**JUDGEMENT CURRENCY**

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "Judgement Currency") any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

## **Schedule "A"**

### **DEFINITIONS**

For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

**"Borrowing"** means each use of a Credit Facility and all such usages outstanding at any time are **"Borrowings"**;

**"Business Day"** means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

**"Business Loan Insurance Plan"** means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

**"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

**"Environmental and Health and Safety Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

**"Equivalent Amount"** means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

**"Guarantor"** means any Person who has guaranteed the obligations of the Borrower under this Agreement;

**"Maturity Date"** means the date on which a facility is due and payable in full;

**"Permitted Encumbrances"** means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

**"Person"** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or

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agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

**"Policy"** means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

**"Potential Prior-Ranking Claims"** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

**"RBP"** and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

**"Release"** includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning.



## **Schedule "B"**

### **CALCULATION AND PAYMENT OF INTEREST AND FEES**

#### **LIMIT ON INTEREST**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

#### **OVERDUE PAYMENTS**

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

#### **EQUIVALENT YEARLY RATES**

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

#### **TIME AND PLACE OF PAYMENT**

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

#### **RBP LOANS**

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

THIS IS EXHIBIT " F " referred to  
in the Affidavit of Faissal Mohamed  
sworn before me this 9  
day of August, A.D. 2022

**Matthew R. Park**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta



[Signature]  
A Commissioner for Oaths in and for Alberta

Royal Bank of Canada  
Guarantee and Postponement of Claim

SRF: 140101445  
Borrower: FAISSAL MOUHAMAD PROFESSIONAL CORPORATION

335 8TH AVE SW  
23RD FLR  
CALGARY  
ALBERTA  
T2P 1C9  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by FAISSAL MOUHAMAD PROFESSIONAL CORPORATION (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$3,250,000.00 together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate plus 5.00 percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities; or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

note in all  
circuits (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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EXECUTED this

August 12 2016  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

MCIVOR DEVELOPMENTS LTD.

Witness Signature:

*[Handwritten signature]*

~~*[Handwritten signature]*~~

Name:

Angela Proctor

Witness Signature:

Name:

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MCIVOR DEVELOPMENTS LTD.  
SUITE 101, 5018 45 ST  
RED DEER  
ALBERTA  
T4N1K9  
CA

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RBC  
Royal Bank

July 19, 2022


Melvor Developments Ltd.  
7151 50 Avenue  
Red Deer, AB T4N 4E4

Re: RBC Credit Facility Payout Information

**Payout Particulars as at July 19, 2022**

Outstanding Amount: \$3,141,763.06  
Per diem: \$443.42

Figures are provided for indication only and are subject to change. The indebtedness reflected above is in relation to facilities that revolve in nature and are subject to change. Please contact your assigned relationship manager on date of payout for updated figures.

THIS IS EXHIBIT " 6 " referred to  
in the Affidavit of Faizal Mahamad  
sworn before me this 9  
day of August, A.D. 20 22  
  
A Commissioner for Oaths in and for Alberta

**Matthew R. Park**  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta

Note: Figures are provided for indication only and are subject to change.

# Warren Sinclair<sub>LLP</sub>


LAWYERS

August 22, 2022

Miller Thomson LLP  
Commerce Place  
10155-102 Street, Suite 2700  
Edmonton, AB T5J 4G8

Attention: Susy Trace

Dear Ms. Trace:

THIS IS EXHIBIT " E " referred to  
in the Affidavit of Faissal Mouhamad  
sworn before me this 23  
day of August, A.D. 20 22  
  
A Commissioner for Oaths in and for Alberta

Lawyer: Matthew R. Park  
E-mail: [mpark@warrensinclair.com](mailto:mpark@warrensinclair.com)  
Assistant: Kayla Walsh  
E-mail: [kwalsh@warrensinclair.com](mailto:kwalsh@warrensinclair.com)  
Our File: 127984/MP

Matthew R. Park  
Barrister and Solicitor  
A Commissioner for Oaths  
in and for Alberta

**Re: Royal Bank of Canada v. Faissal Mouhamad Professional Corporation et al.**

As you are aware, my office represents several of the defendants named in this action, including Faissal Mouhamad Professional Corporation ("Faissal PC"). Carli Sylvestre, of the law firm Cody and Company Law Office, has recently been retained to represent the defendants Fetoun Ahmad, Delta Dental Corporation ("Delta") and 52 Dental Corporation ("52 Dental"). Please update the Service List accordingly.

Ms. Sylvestre and I take the following position with respect to your client's application scheduled to take place on August 23, 2022:

1. First and foremost, we are concerned with the short service of your client's application materials. Service at 5:35 pm on a Friday in respect of an application scheduled to take place the following Tuesday morning is, in effect, no service at all. We are simply unable to provide a meaningful response to your client's application and will therefore be seeking an adjournment of that application.
2. The concerns raised by your client in its application materials concerning the status of its collateral and the viability of the Red Deer dental clinic operations are noted but not agreed to. Nonetheless, to address those concerns pending the hearing of your client's application on the merits, Faissal PC, 52 Dental and Delta Dental will agree to an Interim Monitor Order. To be clear, Faissal PC, Delta Dental and 52 Dental's consent to this order is not to be considered an admission of any of the allegations made by RBC in any of its materials. The Interim Monitor Order will be without prejudice to Faissal PC, Delta Dental and 52 Dental's right to oppose the relief sought by your client in its Application, to dispute any of the allegations made in the Statement of Claim filed in this matter and their right to make submissions as to who ultimately bears the costs of the monitoring.
3. We propose that your client's application be adjourned to a date after September 12, 2022. As you know, McIvor Developments Ltd. ("McIvor") has entered into an agreement to sell

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property it owns near Dewinton, Alberta (the “**Dewinton Property**”), against title to which your client holds a first-charge mortgage. The proceeds from the sale of this property will be in an amount sufficient to make your client whole. Quite rightly, your client has raised a concern regarding McIvor’s ability to convey clear title to the Dewinton Property, given the caveat and CLP registered on behalf of Mahmoud Mohamad. On September 7, 2022, McIvor will be applying for an order discharging Mr. Mohamad’s registrations from title upon the closing of the sale of the Dewinton Property.

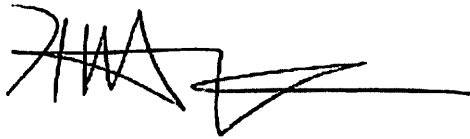
Our proposed Interim Monitor Order is attached for your consideration.

As required, we would be happy to discuss the terms of a separate Procedural Order setting out timelines for questioning on affidavits, the provision of reply evidence, etc.

As required, this correspondence will be put before Justice Hillier at the August 23, 2022 application.

Yours truly,

**Warren Sinclair LLP**

A handwritten signature in black ink, appearing to read 'M. Park', with a long horizontal line extending to the right.

**Matthew R. Park**

MP/

Enclosures

Via email only to: [strace@millertomson.com](mailto:strace@millertomson.com)

cc: Cody & Company Law Office  
**Attention: Carli Sylvestre**

cc: clients



COURT FILE NUMBER 2203-12557

COURT COURT OF QUEEN'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 CORPORATION,  
52 WELLNESS CENTRE INC., PARADISE MCIVOR  
DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT  
LTD., FAISSAL MOUHAMAD and FETOUN AHMAD, also known  
as FETOUN AHMED

DOCUMENT **INTERIM MONITOR ORDER**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT

MILLER THOMSON LLP  
Barristers & Solicitors  
2700 Commerce Place  
10115 102 Street  
Edmonton, AB T5J 4G8  
**ATTENTION: SUSY TRACE**  
Phone: (780) 429-1751  
Fax: (780) 424-5866  
Email: [strace@millerthomson.com](mailto:strace@millerthomson.com)  
File Number: 0255685.4

**DATE ON WHICH ORDER WAS PRONOUNCED: August 23, 2022**

**LOCATION AT WHICH ORDER WAS PRONOUNCED: Edmonton, Alberta**

**NAME OF JUDGE WHO MADE THIS ORDER: Mister Justice Steven D. Hillier**

## **INTERIM MONITOR ORDER**

UPON the application of Royal Bank of Canada (“RBC”) in respect of Faissal Mouhamad Professional Corporation, Delta Dental Corporation and 52 Dental Corporation (collectively the “Debtors”); AND UPON having read the Application, the affidavit of Jocelyn Beriault sworn on August 19, 2022, the affidavit of Faissal Mouhamad sworn on August 23, 2022; AND UPON reading the consent of MNP Ltd. to act as Interim Monitor (“Interim Monitor”) of the Debtors, filed; AND UPON hearing counsel for RBC, counsel for the proposed Interim Monitor and any other counsel or other interest parties present; AND UPON being advised of the consent to the Order by each of RBC and the Debtors;

### **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 service thereof is deemed good and sufficient.

#### **APPOINTMENT**

2. Pursuant to section 47 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“BIA”), MNP Ltd. is hereby appointed Interim Monitor, 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”).
3. The Interim Monitoring shall terminate on the earliest of:
  - a) The taking of possession by a Receiver, within the meaning of section 243 (2) of the BIA, of the Debtors’ property over which the Interim Monitor was appointed; and
  - b) \_\_\_\_\_, 2022, unless renewed by further order of the Court prior to that date.
  - c)

## INTERIM MONITOR'S POWERS

4. In this Order:
- (a) **“Material”** means important or significant, to a level sufficient to influence decisions or behaviours in a meaningful way
  - (b) **“Material Adverse Change”** means a change which is Material and:
    - i. has a significant adverse effect on the Debtors’ projected cash-flow;
    - ii. significantly impairs, or is reasonably expected to significantly impair, the Debtors’ financial circumstances or the ability of the Debtors to carry on operations; or
    - iii. significantly prejudices the rights or interests of one or more creditors.
5. The Interim Monitor 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 Interim Monitor is hereby expressly empowered and authorized to do any of the following where the Interim Monitor considers it necessary or desirable:
- a) monitor the Debtors’ receipts and disbursements, the Debtors’ business (the **“Business”**) and dealings with the Property;
  - b) immediately report to the Court and RBC if, in the opinion of the Interim Monitor, there is a Material Adverse Change in the financial circumstances or business of the Debtors (the **“Material Adverse Change Report”**);
  - c) 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 Interim Monitor’s powers and duties conferred by this Order;

- d) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Monitor deems appropriate all matters relation to the Property and the interim monitoring, and to share information, subject to such terms as to confidentiality as the Interim Monitor deems advisable;
- e) 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 Interim Monitor 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).

#### **DEBTOR TO PREPARE CASH FLOW FORECAST AND PROVIDE FINANCIAL INFORMATION**

- 6. The Debtors will prepare and deliver to the Interim Monitor no later than \_\_\_\_\_, 2022 a \_\_\_ week cash flow forecast for the period ending \_\_\_\_\_, 2022 (the “Cash Flow Forecast”). The Interim Monitor will provide the Cash Flow Forecast to RBC and its counsel.
- 7. The Debtors shall provide to the Interim Monitor financial information in respect of the Debtors, the Property and their operations upon the Interim Monitor’s request.

#### **INTERIM MONITOR’S REVIEW AND EVALUATION OF THE PROPERTY**

- 8. The Interim Monitor will conduct a review and evaluation of the Property in a manner it deems advisable, and the Interim Monitor will provide a report to the Court in respect of its findings no later than \_\_\_\_\_, 2022. The said report shall also comment on the financial performance of the Debtors during the period of time from the date of this Order to the date of the report, including the Debtors’ adherence to the Cash Flow Forecast and any other matters or issues that the Interim Monitor deems as appropriate.

## **MATERIAL ADVERSE CHANGE**

9. Upon:

- a) the Interim Monitor filing with the Court a Material Adverse Change Report;
- b) the Debtors failing to pay when due any Employee-related Obligations; or
- c) the Debtors otherwise being in default of any of their obligations under this Order

RBC shall be at liberty to immediately apply to Court, on 3 days' notice, for a Receivership Order to appoint MNP Ltd. as Receiver in respect of the Debtors and the Property.

## **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO INTERIM MONITOR**

10. (i) The Debtors, (ii) all of their 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 Interim Monitor of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Monitor, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Interim Monitor upon the Interim Monitor request.
11. All Persons shall forthwith advise the Interim Monitor 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 Interim Monitor or permit the Interim Monitor to make, retain and take away copies thereof and grant to the Interim

Monitor unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 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 Interim Monitor due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

12. 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 Interim Monitor for the purpose of allowing the Interim Monitor 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 Interim Monitor in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Monitor. Further, for the purposes of this paragraph, all Persons shall provide the Interim Monitor with all such assistance in gaining immediate access to the information in the Records as the Interim Monitor may in its discretion require including providing the Interim Monitor with instructions on the use of any computer or other system and providing the Interim Monitor 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 INTERIM MONITOR**

13. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Interim Monitor except with the written consent of the Interim Monitor or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

14. With the exception of the application presently scheduled to take place in Court of Queen’s Bench of Alberta action number 2001-09035 on September 7, 2022, and any steps ancillary or incidental thereto, no Proceeding against or in respect of the Debtors or the Property

shall be commenced or continued except with the written consent of the Interim Monitor or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors 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 8; 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 Debtors 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 OF REMEDIES**

15. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Interim Monitor or affecting the Property are hereby stayed and suspended and shall not be commenced, proceed or continued except with leave of this Court, provided, however, that nothing in this Order shall:
  - a) empower the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on;
  - b) exempt the Interim Monitor or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment;
  - c) prevent the filing of any registration to preserve or perfect a security interest; or
  - d) prevent the registration of a claim for lien.
  
16. Nothing in this Order shall prevent any party from taking an action against the Debtors where such 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 Interim Monitor at the first available opportunity.

#### **NO INTERFERENCE WITH INTERIM MONITOR**

17. 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 Interim Monitor or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

#### **CONTINUATION OF SERVICES**

18. All Persons having statutory or regulatory mandates for the supply of goods and/or services or oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, 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 Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of the Debtors' current premises, current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Interim Monitor, or as may be ordered by this Court.

#### **INTERIM MONITOR TO HOLD FUNDS**

19. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Debtors or the Interim Monitor from and after the making of this Order from any



source whatsoever including, without limitation, the sale of 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, in the case of Faissal PC, into either:

- a) One or more new accounts to be opened by the Interim Monitor; or
- b) One or more existing accounts held by Faissal PC with RBC

and, in the case of Delta Dental and 52 Dental, the existing account held by those corporations with Bank of Nova Scotia, with the Interim Monitor to have exclusive signing authority in respect of those accounts. The monies standing to the credit of such Post Monitoring Accounts from time-to-time, net of any disbursements provided for herein, shall be held by the Interim Monitor to be paid in accordance with the terms of this Order or further order of the Court.

## **EMPLOYEES**

20. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtor. The Interim Monitor shall not be liable for any employee-related liabilities, including any successor employee liabilities as provided for by section 14.06 (1.2) of the BIA.
21. During the term of this Order, upon the Debtors providing to the Interim Monitor such verifications and supporting information as the Interim Monitor may request from time-to-time (the "**Employee-related Obligations Supporting Materials**") in respect of their employee salary, wages and benefits, and obligations owing to Canada Revenue Agency (collectively the "**Employee-related Obligations**"), and provided that such Employee-related Obligations Supporting Information is satisfactory to the Interim Monitor, the Interim Monitor shall pay to the Debtors such amounts that are supported by the Employee-related Supporting Information and which the Debtors are required by law to pay in respect of Employee-related Obligations, and all such amounts paid by the Interim Monitor to the Debtors shall only be used to pay or satisfy the Employee-related Obligations. Provided, however, that in no event shall the Interim Monitor be obligated to pay the Debtors any amounts greater than the amounts actually

received by and held by the Interim Monitor from the collection of accounts receivable or the sale of inventory by the Debtors, or funds arising from the Debtors' ordinary business operations, but not including the proceeds from the sale of any other Property.

22. Nothing in this Order shall in any manner whatsoever make or render the Interim Monitor liable or responsible to pay to any employee or to the Canada Revenue Agency obligations, and the Debtors shall at all times continue to remain fully liable and responsible for all such payments, obligations and liabilities.

23. During the term of this Order, the Debtors shall not, without the prior written consent of the Interim Monitor, pay any other costs, charges or expenses.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

24. (a) Notwithstanding anything in any federal or provincial law, the Interim Monitor is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

- (i) before the Interim Monitor's appointment; or
- (ii) after the Interim Monitor's appointment unless it is established that the condition arose or the damage occurred as a result of the Interim Monitor's gross negligence or wilful misconduct.

(b) Nothing in sub-paragraph (a) exempts a Interim Monitor 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 Interim Monitor to remedy any environmental condition or environmental damage affecting the Property, the Interim Monitor 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 Interim Monitor, if the order is in effect when the Interim Monitor is appointed, or during the period of the stay referred to in clause (ii) below, the Interim Monitor:
  - 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 Interim Monitor, if the order is in effect when the Interim Monitor is appointed, by,
  - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim Monitor 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 Interim Monitor 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 INTERIM MONITOR'S LIABILITY**

25. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Interim Monitor 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 Interim Monitor under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

## **INTERIM MONITOR'S ACCOUNTS**

26. The Interim Monitor and counsel to the Interim Monitor shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Interim Monitor and counsel to the Interim Monitor shall be entitled to and are hereby granted a charge (the "**Interim Monitor's Charge**") on the Property, which charge shall not exceed \$ \_\_\_\_\_, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Interim Monitor'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.
27. The Interim Monitor and its legal counsel shall pass their accounts from time to time.
28. Prior to the passing of its accounts, the Interim Monitor 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 Interim Monitor or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## **ALLOCATION**

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

## **GENERAL**

30. The Interim Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
31. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Interim Monitor 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.

32. Nothing in this Order shall prevent the Interim Monitor from acting as Interim Receiver, Receiver or trustee in bankruptcy of the Debtors.
33. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Monitor 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 Interim Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Monitor and its agents in carrying out the terms of this Order.
34. The Interim Monitor 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 Interim Monitor 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.
35. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Interim Monitor 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.
36. This Order is granted without prejudice to the rights of the Debtors to oppose the relief sought by RBC in its Application filed on August 22, 2022 and to dispute any of the allegations made by RBC in the Statement of Claim filed in this action.
37. This Order is granted without prejudice to the rights of the Debtors to make submissions to the Court as to the costs of this application and who, as between RBC and the Debtors, shall ultimately bear the costs of the Interim Monitor's accounts and those of the Interim Monitor's legal counsel.

## FILING

38. The E-Service Guide of the Alberta Court of Queen's Bench Commercial List (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at: <https://albertacourts.ab.ca/qb/areas-of-law/commercial>) shall be valid and effective service. Subject to Rules 11.25 and 11.26, this Order shall constitute an order for substituted service pursuant to Rule 11.28 of the *Alberta Rules of Court*. Subject to paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission.

39. Service of this Order shall be deemed good and sufficient by serving the same on:

- a) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
- b) any other person served with notice of the application for this Order; and
- c) any other parties attending or represented at the application for this Order.

Service on any other person is hereby dispensed with.

40. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier.

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J.C.Q.B.A