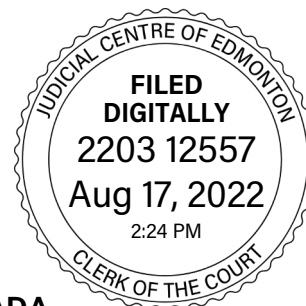


Form 10
[Rule 3.25]

Clerk's stamp:



COURT FILE NUMBER

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

STATEMENT OF CLAIM

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

NOTICE TO DEFENDANT(S)

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.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

The Parties

1. The Plaintiff, Royal Bank of Canada (“**RBC**”), is a Canadian chartered bank, formed in accordance with the federal laws of Canada and with branches located in the Province of Alberta. RBC is a bank to which the provisions of the *Bank Act* (Canada) apply.
2. Faissal Mouhamad (“**Faissal**”) is an individual residing in or around the City of Red Deer, in the Province of Alberta, so far as RBC is aware.
3. Fetoun Ahmad, also known as Fetoun Ahmed (“**Fetoun**”) is an individual residing in or around the City of Red Deer, in the Province of Alberta, so far as RBC is aware. Faissal and Fetoun are married.
4. The Defendant, Faissal Mouhamad Professional Corporation (“**FMPC**”) is a corporation incorporated pursuant to the laws of Alberta. According to the Alberta Corporate Registry records, Faissal is the sole director and voting shareholder of FMPC.
5. The Defendant, Mclvor Developments Ltd. (“**Mclvor**”) is a corporation incorporated pursuant to the laws of Alberta. According to the Alberta Corporate Registry records, Faissal is the sole director and voting shareholder of Mclvor.
6. The Defendant, 985842 Alberta Ltd. (“**985**”) is a corporation incorporated pursuant to the laws of Alberta. According to the Alberta Corporate Registry records, Faissal is the sole director and voting shareholder of 985.
7. The Defendant, 52 Dental Corporation (“**52 Dental**”) is a corporation incorporated pursuant to the laws of Alberta. According to the Alberta Corporate Registry records, Fetoun is the sole director and voting shareholder of 52 Dental.
8. 52 Dental was incorporated on December 6, 2021.
9. The Defendant, Delta Dental Corp. (“**Delta Corp.**”) is a corporation incorporated pursuant to the laws of Alberta. According to the Alberta Corporate Registry records, Fetoun is the sole director and voting shareholder of Delta Corp.
10. Faissal originally incorporated Delta Corp. on August 28, 2017 and he was its sole director at that time. It was struck from the Alberta Corporate Registry for failure to file annual returns on February 2, 2020. On May 18, 2021, Delta Corp. was revived by a solicitor and Faissal was registered as its sole director and shareholder.
11. On December 14, 2021, Faissal, as agent for Delta Corp., changed the director and shareholder of Delta Corp. from himself to his wife Fetoun.
12. The Defendant, 52 Wellness Centre Inc. (“**52 Wellness**”) is a corporation incorporated pursuant to the laws of Alberta. According to the Alberta Corporate Registry records, Faissal is the sole director and voting shareholder of 52 Wellness.
13. The Defendant, Paradise Mclvor Developments Ltd. (“**Paradise Mclvor**”) is a corporation incorporated pursuant to the laws of Alberta. According to the Alberta Corporate Registry records, Faissal is the sole director and voting shareholder of Paradise Mclvor.
14. The Defendant, Michael Dave Management Ltd. (“**Michael Dave Ltd.**”) is a corporation incorporated pursuant to the laws of Alberta. According to the Alberta Corporate Registry records, Faissal is the sole director and voting shareholder of Michael Dave Ltd.

15. As far as RBC is aware, Faissal is a licensed dentist with the Alberta Dental Association and College, and performs dental services in the Province of Alberta under the trade name "**Delta Dental**" at a location in Red Deer having the municipal address 7151 Gaetz Avenue E, Red Deer, Alberta.
16. Delta Dental is a registered trade name with the Alberta Corporate Registration System, and FMPC and Faissal are registered declarants of the trade name.
17. McIvor owns bare land legally described as:

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

(the "**McIvor Lands**").

The Indebtedness

18. On application of FMPC, RBC agreed to extend the following credit facilities for the purpose of providing financing to FMPC to operate a dental practice using the trade name Delta Dental:
 - (a) Revolving Demand Facility for up to the principal amount of \$500,000.00, plus interest at the rate of RBC's prime interest rate in effect from time-to-time ("**Prime**") (the "**FMPC Operating LOC**");
 - (b) Royal Bank Visa Facility for up to the principal amount of \$75,000.00, plus interest at the rates of interest agreed to between RBC and FMPC pursuant to the RBC Royal Bank VISA Business Card Agreement (the "**Visa Facility**"); and
 - (c) Canadian Emergency Business Account in the amount of \$60,000.00 (the "**CEBA Facility**");(collectively the "**FMPC Credit Facilities**"), the terms of which are set out in the following loan agreements:
 - (d) Credit Facilities Agreement dated August 4, 2016, between RBC and FMPC;
 - (e) Renewal Agreement dated September 10, 2018, between RBC and FMPC;
 - (f) Credit Agreement dated September 8, 2020, between RBC and FMPC;
 - (g) Credit Agreement dated December 20, 2021, between RBC and FMPC;
 - (h) Credit Agreement dated May 2, 2022, between RBC and FMPC;

- (i) Canada Emergency Business Account Agreement; and
- (j) RBC Royal Bank VISA Business Card Agreement;

(the documents referred to in Paragraphs 18(d)-(j) are collectively referred to in this Statement of Claim as the “**FMPC Loan Documents**”).

19. As of August 10, 2022, the amount of indebtedness owing to RBC pursuant to the FMPC Credit Facilities was:

Loan	Principal	Per Diem
FMPC Operating LOC	\$500,947.73	\$64.38
Visa Facility	\$71,680.00	\$40.00
CEBA Facility	\$60,000	
Total	\$632,627.73	\$104.38

plus further amounts that may have been advanced by reason of the revolving nature of some of the FMPC Credit Facilities from and after August 10, 2022, plus further interest thereon from and after August 10, 2022, plus all of RBC’s costs, including legal costs, on a solicitor and client full indemnity basis (the “**FMPC Direct Indebtedness**”).

20. Mclvor has also borrowed money from RBC, and has agreed to repay such borrowings with interest and costs on a solicitor and client full indemnity basis. As of August 15, 2022, the direct indebtedness owing to RBC by Mclvor is the total amount of \$2,504,407.54, plus interest from and after August 16, 2022 at the *per diem* rate of \$339.04, plus all additional amounts advanced to the Borrower by reason of the revolving nature of the credit facilities available to Mclvor, plus interest on such amounts, plus all of RBC’s legal fees and costs incurred on a solicitor and own client full indemnity basis (the “**Mclvor Direct Indebtedness**”).
21. FMPC, Faissal, 985 and Paradise Mclvor have also each separately guaranteed to RBC the Mclvor Direct Indebtedness for up to the principal amount of \$2,500,000.00, plus interest at the rate of Prime plus 5%, plus all of RBC’s costs on a solicitor and client full indemnity basis (collectively the “**Mclvor Guaranteed Indebtedness**”). RBC has demanded repayment from Mclvor of the Mclvor Direct Indebtedness, and has demanded repayment from each of FMPC, Faissal 985, and Paradise Mclvor of the Mclvor Guaranteed Indebtedness and has issued to each of them notices of intention to enforce security pursuant to s. 244 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), however the demand and notice period applicable to such demands and notices has not expired as at the date of filing this Statement of Claim.
22. As at the date of filing this Statement of Claim, RBC has not demanded repayment of the CEBA Facility. Nothing in this Statement of Claim is meant to waive RBC’s right to demand payment of the CEBA Facility, and RBC reserves all of its rights and remedies to do so in future if it comes to believe it is in its interests to do so.

The Guarantees

23. Mclvor, 985 and Faissal have guaranteed the indebtedness of FMPC to RBC pursuant to the following guarantees:
- (a) a Guarantee and Postponement of Claim dated August 12, 2016 executed by Mclvor in favour of RBC, guaranteeing to RBC all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing to RBC by FMPC, including interest, costs, expenses, and other obligations, for up to the principal sum of \$3,250,000.00, plus interest thereon, plus all of RBC's fees, costs, charges and expenses, including legal fees and disbursements on a solicitor and own client full indemnity basis (the "**Mclvor Guaranteed Indebtedness**");
 - (b) a Guarantee and Postponement of Claim dated August 12, 2016 executed by 985 in favour of RBC, guaranteeing to RBC all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing to RBC by FMPC, including interest, costs, expenses, and other obligations, for up to the principal sum of \$3,250,000.00, plus interest thereon, plus all of RBC's fees, costs, charges and expenses, including legal fees and disbursements on a solicitor and own client full indemnity basis (the "**985 Guaranteed Indebtedness**"); and
 - (c) a Guarantee and Postponement of Claim dated August 12, 2016 executed by Faissal, guaranteeing to RBC all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing to RBC by FMPC, including interest, costs, expenses, and other obligations, for up to the principal sum of \$3,250,000.00, plus interest thereon, plus all of RBC's fees, costs, charges and expenses, including legal fees and disbursements on a solicitor and own client full indemnity basis (the "**Faissal Guaranteed Indebtedness**").

The Security

24. To secure due payment and performance of all present and future indebtedness and liabilities of FMPC to RBC, FMPC granted to RBC the following:
- (a) General Security Agreement dated May 16, 2012 whereby FMPC granted a security interest in favour of RBC against all of FMPC's present and after-acquired personal property (the "**First FMPC GSA**"); and
 - (b) General Security Agreement dated August 19, 2016 whereby FMPC granted a security interest in favour of RBC against all of FMPC's present and after-acquired personal property (the "**Second FMPC GSA**", and collectively with the First FMPC GSA, the "**FMPC GSAs**").
25. At all material times, the First FMPC GSA and the Second FMPC GSA have been perfected by registration at the Alberta Personal Property Registry (the "**APPR**").
26. To secure due payment and performance of all present and future indebtedness and liabilities of Mclvor to RBC, Mclvor granted to RBC the following:
- (a) General Security Agreement –Floating Charge on Land dated August 9, 2016 whereby Mclvor granted a security interest in favour of RBC against all of

Mclvor's present and after-acquired personal property and a floating charge on land (the "**First Mclvor GSA**");

- (b) General Security Agreement dated August 9, 2016 whereby Mclvor granted a security interest in favour of RBC against all of Mclvor's present and after-acquired personal property (the "**Second Mclvor GSA**"); and
 - (c) Collateral Mortgage granted by Mclvor in favour of RBC, dated August 12, 2016, securing the principal amount of \$6,000,000.00, plus interest at the rate of Prime plus 5%, plus costs on a solicitor and client full indemnity basis (the "**Collateral Mortgage**").
27. At all material times, the First Mclvor GSA and the Second Mclvor GSA have been perfected by registration at the APPR.
28. The Collateral Mortgage was registered at the Alberta Land Titles Office on August 28, 2016, Registration No. 161 203 509, against the Mclvor Lands.
29. To secure due payment and performance of all present and future indebtedness and liabilities of 985 to RBC, 985 granted to RBC the following:
- (a) General Security Agreement dated August 9, 2016 whereby 985 granted a security interest in favour of RBC against all of 985's present and after-acquired personal property (the "**985 GSA**"); and
 - (b) along with Bank of Montreal ("**BMO**"), a Priority Agreement dated August 12, 2016, whereby 985 and BMO agreed to subordinate and postpone any security interest granted by 985 to BMO to any security interest granted by 985 to RBC (the "**Priority Agreement**").
30. The FMPC GSAs, the First Mclvor GSA, the Second Mclvor GSA, the Collateral Mortgage, the 985 GSA and the Priority Agreement are collectively referred to in this Statement of Claim as the "**Security**".

The Transfer of "Delta Dental"

31. RBC has become aware that certain property of FMPC (the "**Transferred Property**"), secured to RBC pursuant to the FMPC GSAs, was transferred to one or more of 52 Dental, Delta Corp., 52 Wellness and Fetoun outside the ordinary course of business, for no consideration, and without the consent of RBC, while RBC's security interest was perfected by registration (the "**Transfer**"), including without limitation, the following:
- (a) all patients, patient records, the trade name and goodwill associated with Delta Dental;
 - (b) accounts receivable generated by Faissal, FMPC or related to the dental practice operating under the name Delta Dental or Delta; and
 - (c) equipment and inventory owned by or used by Faissal, FMPC, or related to the dental practice operating under the name Delta Dental or Delta.
32. On July 21, 2022, RBC amended its registration respecting the FMPC GSAs at the APPR to add 52 Dental and Delta Corp. as additional debtors, such that RBC's security

interest in the Transferred Property to 52 Dental and Delta Corp. is perfected and enforceable notwithstanding the Transfer.

33. On August 9, 2022, RBC further amended its registration respecting the FMPC GSAs at the APPR to add 52 Wellness as an additional debtor, such that RBC's security interest in the Transferred Property to 52 Wellness is perfected and enforceable notwithstanding the Transfer.
34. On August 17, 2022 RBC further amended its registration respecting the FMPC GSAs at the APPR to add Fetoun as an additional debtor, such that RBC's security interest in the Transferred Property to Fetoun is perfected and enforceable notwithstanding the Transfer.
35. The Transfer of the Transferred Property to one or more of 52 Dental, Delta Corp., 52 Wellness and Fetoun are a fraudulent preference or conveyance by FMPC at a time when FMPC was in insolvent circumstances, or was unable to pay its debts as they became due, was on the eve of insolvency, or was rendered insolvent by the Transfer.
36. Further, or in the alternative, the Transfer is a fraudulent conveyance made with the intent of delaying, hindering or defrauding creditors or others of their just and lawful actions and debts within the meaning of the *Statute of Elizabeth*, 1530, being 13 Elizabeth 1, c-5, and as such the transfer is void.
37. To the best of RBC's knowledge, Fetoun is the wife of Faissal, and is the sole director and shareholder of 52 Dental and Delta Corp., now at the time of the Transfer.
38. To the best of RBC's knowledge, Faissal is the sole director and shareholder of FMPC and 52 Wellness, now and at the time of the Transfer.
39. RBC pleads and relies upon the provisions of the *Fraudulent Preferences Act*, RSA 2000, c F-24, and the *Statute of Elizabeth*, 1530, being 13 Elizabeth 1, c-5.

Payments to or for the Benefit of Related Parties

40. Since 2019, RBC has identified the following payments made to, or for the benefit of the following persons and in the following amounts from FMPC:
 - (a) Delta Corp. in the aggregate amount of \$830,000.00, \$760,000.00 of which was paid in 2022 by way of 37 different cheques and \$70,000 of which was paid in December of 2021 by way of three separate cheques;
 - (b) 52 Dental in the aggregate amount of \$270,500 which has all been paid in 2022 by way of 23 cheques and one electronic transfer;
 - (c) 52 Wellness in the aggregate amount of \$93,373.25;
 - (d) 985 in the amount of \$651,250.72;
 - (e) McIvor in the amount of \$356,755.64;
 - (f) Fetoun in the aggregate amount of \$557,591.00;
 - (g) Michael Dave, also known as Nasser Mohamad ("**Dave**") who is Faissal's brother, or a corporation that has been struck from the Alberta Corporate

Registry since 2019 of which Dave is the sole director, Euro Builders Inc., in the aggregate amount of \$63,000.00 which was all paid in March and May of 2020;

- (h) Yusif Mohamad (“**Yusif**”) who is Faissal’s brother in the amount of \$50,000.00.
41. Since 2019, RBC has identified the following payments made to the following persons who, so far as RBC is aware, are not creditors of FMPC but of Paradise Mclvor, Michael Dave Ltd.; and Faissal:
- (a) Jovica Property Management Ltd. in the aggregate amount of \$ 63,154.48;
 - (b) Solar Star Holdings Inc. in the aggregate amount of \$ 34,006.25; and
 - (c) 1193770 Alberta Ltd. in the aggregate amount of \$6,666.67;
- (the payments referenced in paragraphs 40(a)-(i) and 41(a)-(c) are collectively referred to in this Statement of Claim as the “**FMPC Related Party Payments**”).
42. The FMPC Related Party Payments were made out of the ordinary course of business, for no or inadequate consideration, and without the prior consent of RBC.
43. The FMPC Related Party Payments are a fraudulent preference or conveyance by FMPC at a time when FMPC was in insolvent circumstances, or was unable to pay its debts as they became due, was on the eve of insolvency, or was rendered insolvent by the FMPC Related Party Payments.
44. Further, or in the alternative, the FMPC Related Party Payments are a fraudulent conveyance made with the intent of delaying, hindering or defrauding creditors or others of their just and lawful actions and debts within the meaning of the *Statute of Elizabeth*, 1530, being 13 Elizabeth 1, c-5, and as such the transfer is void.
45. RBC pleads and relies upon the provisions of the *Fraudulent Preferences Act*, RSA 2000, c F-24, and the *Statute of Elizabeth*, 1530, being 13 Elizabeth 1, c-5.

Lawsuits

46. Through searches at the Court of Queen’s Bench, RBC has become aware of several actions that one or more of the Defendants are involved in including the claims summarized below.
47. On July 20, 2020, Mahmoud Mohamad (“**Mohamad**”) commenced a lawsuit against Faissal, Mclvor, Michael Dave Ltd., FMPC and 985 (the “**Mohamad Action**”) alleging, among other things that:
- (a) Faissal and Mohamad owned a corporation, 1711403 Alberta Ltd. (“**171**”), with Faissal owning 51% of 171’s voting shares and Mohamad owning 49% of 171’s voting shares;
 - (b) Faissal and Mohamad purchased the Mclvor Lands and incorporated 171 for the purpose of purchasing and developing in the Mclvor Lands into 144 lots;
 - (c) they purchased the Mclvor Lands for \$1,700,000.00 in 2012;

- (d) Faissal wrongfully caused the Mclvor Lands to be transferred from 171 to Mclvor without Mohamad's knowledge or consent;
 - (e) Mohamad did not consent to Mclvor securing the Mclvor Lands to RBC;
 - (f) no improvements or developments have been done to the Mclvor Lands;
 - (g) funds advanced to Mclvor by RBC in 2016 were used by Faissal to purchase other properties or fund other investments;
 - (h) Mohamad is a beneficial owner of 50% of the issued and outstanding shares of Mclvor;
 - (i) Mclvor holds 50% of the Mclvor Lands in trust for Mohamad; and
 - (j) seeking damages in the amount of \$3,000,000.00
48. Mohamad has filed a caveat against the Mclvor Lands claiming a trust in one half of the property and preventing the transfer of the Mclvor Lands to any party unless such transfer is subject to the caveat.
49. RBC was not aware that the Mclvor Lands were beneficially owned by anyone other than Mclvor when it advanced a loan to Mclvor in 2016.
50. On September 24, 2021, Khaled Eissa ("**Khaled**") and Yusuf commenced a lawsuit against Faissal, 985, Paradise Mclvor, ABC1 Corp., ABC2 Corp., John Doe and Jane Doe (the "**Khaled/Yusuf Action**") alleging, among other things, that:
- (a) Khaled loaned not less than \$600,000.00 to the Khaled/Yusuf Action defendants between 2013 and 2019;
 - (b) Yusuf lent the Khaled/Yusuf Action defendants \$200,000.00 on September 24, 2019;
 - (c) the purpose of the loans was to permit the Khaled/Yusuf Action defendants to purchase and develop property;
 - (d) on or about September 28, 2020, the Khaled/Yusuf Action defendants, or any one of them repaid \$50,000.00 to Yusuf;
 - (e) on or about October 15, 2020 the Khaled/Yusuf Action defendants, or any one of them repaid \$50,000 to Khaled; and
 - (f) the Khaled/Yusuf Action defendants, or any one of them have failed, neglected or refused to repay Khaled and Yusuf amounts owing to them pursuant to the above referenced loans.
51. Khaled is Faissal's brother-in-law and Yusuf, as described above, is Faissal's brother.
52. Faissal did not advise RBC about the Khaled/Yusuf Action.
53. On October 28, 2020, Investplus GP Ltd. ("**Investplus**") commenced a lawsuit against Sarah Moe Professional Corporation ("**SMPC**"), 985, Sarah Moe ("**Sarah**"), Dave, John

Doe, James Doe, Jacob Doe, Jane Doe, Janice Doe and Joan Doe (the “**Investplus Action**”), alleging, among other things, that:

- (a) SMPC leased a commercial space from 985 (the “**Lease**”);
 - (b) 985 assigned the Lease to Investplus;
 - (c) commencing in or about May 2020, Sarah, SMPC and 985 entered into negotiations to relocate SMPC’s dental practice to 985’s dental practice located at 7151 Gaetz Avenue E, Red Deer, Alberta, operating under the name and style of “Delta Dental”; and
 - (d) 985, SMPC, Sarah, Dave and the Does wrongfully and fraudulently removed and carried off all, or substantially all of the furniture, trade fixtures, equipment and other movables, valued at \$100,000 out of the ordinary course of business to a new premises.
54. Sarah is Faissal’s sister and SMPC purchased his dental practice in January of 2019. RBC advanced (among other credit facilities) the purchase funds to SMPC to purchase Faissal’s dental practice in 2019 in the amount of \$2,380,000.00.
55. SMPC was assigned into bankruptcy on October 26, 2020 on application of RBC. To date there have been no recoveries for any creditors of SMPC.
56. Sarah made an assignment into bankruptcy on September 16, 2021. To date, the amount of \$2,205.00 has been recovered in Sarah’s personal bankruptcy and there is \$2,677,734.19 in proven liabilities in Sarah’s bankruptcy estate, the majority of which is owed to RBC.

The Default and Demands

57. FMPC, Mclvor, 985 and Faissal have defaulted pursuant to the terms of the FMPC Loan Documents and the Security, including, without limitation, the following:
- (a) failing to pay the amounts owing to RBC under the Security when due, including, without limitation, upon demand;
 - (b) changing FMPC’s ownership structure and composition without prior written notice to RBC and without the prior written consent of RBC;
 - (c) transferring property and assets out of the ordinary course of business and without the prior written consent of RBC;
 - (d) using the Loans for the benefit of or on behalf of persons other than FMPC;
 - (e) FMPC is not using its deposit account held with RBC to conduct the day-to-day banking business of FMPC and has diverted its accounts receivable to another financial institution without the consent of RBC;
 - (f) FMPC has failed to ensure that RBC is noted as first loss payee on a life insurance policy in the minimum amount of \$3,250,000.00 insuring the life of Faissal Mouhamad (the “Life Insurance Policy”);

- (g) failing to notify RBC of the details of any claims or litigation affecting any of FMPC, Mclvor, 985 and Faissal or the collateral secured by the Security; and
 - (h) permitting mortgages, charges, liens, and encumbrances to be registered on title to the Mclvor Lands and the collateral secured by the Security without the prior written consent of the Lender.
58. On or about July 28, 2022, RBC demanded payment from FMPC of the FMPC Direct Indebtedness, however FMPC has failed, neglected or refused and continues to fail, neglect or refuse to pay all of such indebtedness to RBC, and by this Statement of Claim, RBC does again demand payment from FMPC of the FMPC Direct Indebtedness.
59. The FMPC Direct Indebtedness is fully due, owing and payable to RBC from FMPC.
60. On or about July 28, 2022, RBC demanded payment from Mclvor of the Mclvor Guaranteed Indebtedness, however, Mclvor has failed, neglected, or refused and continues to fail, neglect, or refuse to pay such indebtedness to RBC, and by this Statement of Claim, RBC does again demand payment from Mclvor of the Mclvor Guaranteed Indebtedness.
61. The Mclvor Guaranteed Indebtedness is fully due, owing and payable to RBC from Mclvor.
62. On or about July 28, 2022, RBC demanded payment from 985 of the 985 Guaranteed Indebtedness, however, 985 has failed, neglected, or refused and continues to fail, neglect, or refuse to pay such indebtedness to RBC, and by this Statement of Claim, RBC does again demand payment from 985 of the 985 Guaranteed Indebtedness.
63. The 985 Guaranteed Indebtedness is fully due, owing and payable to RBC from 985.
64. On or about July 28, 2022, RBC demanded payment from Faissal of the Faissal Guaranteed Indebtedness, however, Faissal has failed, neglected, or refused and continues to fail, neglect, or refuse to pay such indebtedness to RBC, and by this Statement of Claim, RBC does again demand payment from Faissal of the Faissal Guaranteed Indebtedness.
65. The Faissal Guaranteed Indebtedness is fully due, owing and payable to RBC from Faissal.
66. Concurrently with the demands, RBC served upon FMPC, Mclvor, 985, and Faissal Notices of Intention to Enforce Security pursuant to Section 244 of the BIA.
67. In the opinion of RBC, this Action ought to be categorized as a standard case and not as a complex case.

Remedy sought:

68. Judgment against FMPC in favour of RBC for the payment of the following amounts as at August 10, 2022 (or in such other amount as may be owing by FMPC to RBC from time-to-time):
- (a) the FMPC Operating LOC - \$500,947.73, plus further interest from and after August 10, 2022, which currently accrues at the *per diem* rate of \$64.38, plus all

further amounts advanced to FMPC pursuant to the FMPC Operating LOC from and after August 10, 2022 by reason of the revolving nature of the facility;

- (b) the Visa Facility - \$71,680.00, plus further interest from and after August 10, 2022, which currently accrues at the *per diem* rate of \$40.00, plus all further amounts advanced to FMPC pursuant to the FMPC Operating LOC from and after August 10, 2022 by reason of the revolving nature of the facility; and
 - (c) all of RBC's fees, costs, charges and expenses incurred by RBC in respect of this matter, including legal fees on a solicitor and own client full indemnity basis.
69. Judgment against Mclvor in the amount of the Mclvor Guaranteed Indebtedness, or in such lesser amount as may be owing to RBC by Mclvor at the time of judgment, plus interest accruing thereon from and after July 28, 2022, at the rate of Prime 5%, plus a further amount equal to all costs, charges, expenses and fees, including legal fees and disbursements on a solicitor and own client full indemnity basis, now or hereafter incurred by RBC.
70. Judgment against 985 in the amount of the 985 Guaranteed Indebtedness, or in such lesser amount as may be owing to RBC by 985 at the time of judgment, plus interest accruing thereon from and after July 28, 2022, at the rate of Prime plus 5%, plus a further amount equal to all costs, charges, expenses and fees, including legal fees and disbursements on a solicitor and own client full indemnity basis, now or hereafter incurred by RBC.
71. Judgment against Faissal in the amount of the Faissal Guaranteed Indebtedness, or in such lesser amount as may be owing to RBC by 985 at the time of judgment, plus interest accruing thereon from and after July 28, 2022, at the rate of Prime plus 5%, plus a further amount equal to all costs, charges, expenses and fees, including legal fees and disbursements on a solicitor and own client full indemnity basis, now or hereafter incurred by RBC.
72. A Declaration that the Transfer is a fraudulent conveyance or preference within the meaning of the *Fraudulent Preferences Act*, and is void.
73. A Declaration that the Transfer is a fraudulent conveyance within the meaning of the *Statute of Elizabeth*, and is void.
74. A Declaration that the FMPC Related Party Payments are fraudulent conveyances or preferences within the meaning of the *Fraudulent Preferences Act*, and is void.
75. A Declaration that the FMPC Related Party Payments are fraudulent conveyances within the meaning of the *Statute of Elizabeth*, and are void.
76. An order restoring the Transferred Property and the FMPC Related Party Payments to FMPC.
77. Judgment in favour of RBC against one or more of 52 Dental, Delta Corp., 52 Wellness, 985, Mclvor, Paradise Mclvor, Michael Dave Ltd., Faissal and Fetoun in an amount equivalent to the fair market value of the Transferred Property and the FMPC Related Party Payments, and any other transfers or related party payments made to such parties in an amount to be proven at trial.

78. A Declaration as to the amount owing under the Collateral Mortgage with interest according to the terms of the Collateral Mortgage and, in default of payment, an Order for sale to a purchaser or to the Plaintiff, or foreclosure and possession of the Mclvor Lands.
79. An Order for the Appointment of a Receiver of Rents and Profits of the Mclvor Lands.
80. An Order shortening the period of redemption for the Mclvor Lands to less than six (6) months, or such other period as the Court may direct.
81. An Order allowing the Plaintiff or its duly authorized agent to be at liberty to enter the Mclvor Lands for the purposes of doing any and all things necessary to preserve the Mclvor Lands, and for an Order that the Plaintiff shall not be considered a Collateral Mortgagee in possession or trespasser.
82. An Order for the appointment of an interim receiver or receiver and manager of the undertaking, property and assets of one or more of FMPC, Mclvor, 52 Dental, Delta Corp., 52 Wellness, Paradise Mclvor and Michael Dave Ltd. (collectively, the “**Receivership Defendants**”).
83. In the alternative, an Order for such appointment or relief as may be necessary to ensure the preservation of property secured to RBC.
84. An Order dispensing with any bond or other security that might otherwise be required to be posted by an interim receiver, receiver, receiver and manager or person tasked with the preservation of the undertaking, property and assets of the Receivership Defendants.
85. An Order that no action at law or otherwise shall be taken or continued against an interim receiver, receiver, and receiver and manager appointed in respect of the Receivership Defendants without leave of this Honourable Court first having been obtained.
86. A Declaration that the security granted in favour of RBC may be enforced by the sale of the whole or any part of the property and any assets belonging to the Receivership Defendants.
87. Such further accounts and inquiries as may be necessary.
88. An Order waiving the responsibility of the Parties to engage in a Dispute resolution Process.
89. Costs of this Action on a solicitor and own client full indemnity basis, or on such other basis as this Honourable Court may deem just.
90. Alternatively, interest on all amounts due and owing to RBC pursuant to the *Judgment Interest Act*, RSA 2000, c J-1.
91. Such further and other relief as this case may require and as this Honourable Court may deem just.

NOTICE TO THE DEFENDANT(S)

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 Edmonton, 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(s) against you.