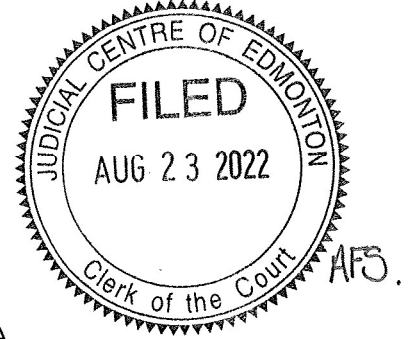


COURT FILE NUMBER
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE
PLAINTIFF
DEFENDANTS

Clerk's stamp:
2203 12557
EDMONTON
ROYAL BANK OF CANADA



DOCUMENT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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

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 **23rd 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