

COURT FILE NO.	2203-12557	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF	ROYAL BANK OF CANADA	
DEFENDENTS	FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD AND FETOUN AHMAD also known as FETOUN AHMED	
DOCUMENT	FIFTH 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 6, 2023	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Counsel McMillan LLP Suite 1700, 421 7th Avenue SW Calgary, AB T2P 4K9 Telephone: 403-215-2752/ 403-355-3326 Facsimile: 403-531-4720 Email: adam.maerov@mcmillan.ca; kourtney.rylands@mcmillan.ca Attention: Adam Maerov and Kourtney Rylands Receiver and Manager MNP Ltd. Suite 1500, 640 5th Avenue SW Calgary, AB T2P 3G4 Telephone: 403-477-9661 Facsimile: 403-269-8450 Email: vanessa.allen@mnpc.ca Attention: Vanessa Allen	

Table of Contents

INTRODUCTION AND BACKGROUND 1

NOTICE TO READER..... 2

COURT PROCEEDINGS..... 3

ACTIVITIES OF THE RECEIVER 3

PURPOSE OF THE REPORT 4

CLAIMS PROCESS 4

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS..... 6

The Delta SRD 6

The 52 Dental SRD 7

The MDML SRD..... 8

The 52 Wellness SRD..... 8

The 985842 SRD..... 8

PROFESSIONAL FEES..... 9

RECOMMENDATION AND CONCLUSION 9

SCHEDULES

Schedule 1	Creditors' Package
Schedule 2	Notice of Revision or Disallowance
Schedule 3	Notice of Dispute
Schedule 4	Receiver's Interim Statement of Receipts and Disbursements for the Period from August 23, 2022, to February 6, 2022, for Faissal Mouhamad Professional Corporation o/a Delta Dental and Delta Dental Corporation
Schedule 5	Receiver's Interim Statement of Receipts and Disbursements for the Period from August 23, 2022, to February 6, 2022, for 52 Dental Corporation
Schedule 6	Receiver's Interim Statement of Receipts and Disbursements for the Period from September 16, 2022, to February 6, 2022, for Michael Dave Management Ltd.
Schedule 7	Receiver's Interim Statement of Receipts and Disbursements for the Period from September 16, 2022, to February 6, 2022, for 52 Wellness Centre Inc.
Schedule 8	Receiver's Interim Statement of Receipts and Disbursements for the Period from September 29, 2022, to February 6, 2022, for 985842 Alberta Ltd.
Schedule 9	Summary of Professional Fees and Disbursements of the Receiver and the Receiver's Legal Counsel for the period from December 1 to December 31, 2022

INTRODUCTION AND BACKGROUND

- 1 On August 23, 2022, the Court of King's Bench of Alberta, known as the Court of Queen's Bench of Alberta at the time (the "**Court**"), granted an Interim Receivership Order (the "**Interim Receivership Order**") appointing MNP Ltd. as Interim Receiver (the "**Interim Receiver**") over all of the current and future assets, undertakings and property (the "**IR Property**") of Faissal Mouhamad Professional Corporation ("**FMPC**"), Delta Dental Corp. ("**DDC**") and 52 Dental Corporation ("**52 Dental**", collectively, the "**IR Companies**"), as more particularly set out in the Interim Receivership Order.
- 2 The Interim Receivership Order was granted pursuant to an application (the "**RBC Application**") by Royal Bank of Canada ("**RBC**") which, at the Filing Date (as subsequently defined), was owed approximately \$632,600 by FMPC pursuant to various credit facilities (the "**RBC Loans**"). The RBC Loans are secured by a security interest in, among other things, the IR Property. RBC was also owed approximately \$2.5 million (the "**Mclvor Indebtedness**") by Mclvor Developments Ltd., a corporation related to the Companies (as subsequently defined). The Mclvor Indebtedness was guaranteed by FMPC and 985842 (also as subsequently defined).
- 3 The Receiver notes the following key events related to the RBC Application:
 - 3.1. The RBC Application was originally heard on August 23, 2022, at which time RBC sought the appointment of a Receiver and Manager over the IR Companies. At that time, the Interim Receivership Order was granted and the application to appoint a Receiver and Manager was adjourned until September 14, 2022 (the "**September 14 Hearing**");
 - 3.2. In advance of the September 14 Hearing, the RBC Application was amended (the "**Amended RBC Application**") to also include an application to appoint a Receiver over the current and future assets, undertakings and property of 52 Wellness Centre Inc. ("**52 Wellness**"), Michael Dave Management Ltd. ("**MDML**") and 985842 Alberta Ltd. ("**985842**").
 - 3.3. The Amended RBC Application was heard on September 14, 2022. On September 16, 2022 (the "**Filing Date**"), the Court granted an Order (the "**First Receivership Order**") appointing MNP Ltd. as the Receiver of all of the current and future assets, undertakings and property of the IR Companies, 52 Wellness and MDML. The Amended RBC Application with respect to 985842 was adjourned to September 29, 2022.
 - 3.4. At a hearing on September 29, 2022 (the "**September 29 Hearing**"), a further Order was granted appointing MNP as the Receiver and Manager over all of the current and future assets, undertakings and property of 985842 (the "**Second Receivership Order**"). The First Receivership Order and the Second Receivership Order will collectively be referred to as the "**Receivership Order**". The IR Companies, 52 Wellness, MDML and 985842 will collectively be referred to as the "**Companies**". The IR Property together with all of the current and future

assets, undertakings and property of 52 Wellness, MDML and 985842 will collectively be referred to as the “**Property**”. MNP Ltd., in its capacity as Receiver and Manager of the Companies will be referred to as the “**Receiver**”.

4. Copies of all orders granted by the Court in these proceedings as well as other publicly available documents in these proceedings can be found on the Receiver’s website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.

5. Below is a summary of the entities that are currently subject to the receivership proceedings:

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

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

NOTICE TO READER

7. In preparing this report and making comments herein, the Receiver has relied upon, certain unaudited, draft or internal financial information, including the Companies’ books and records, and information from other third-party sources (collectively, the “**Information**”). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada (the “**Standards**”). Additionally, none of the Receiver’s procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the Information in accordance with the Standards, additional matters may have come to the Receiver’s attention. Accordingly, the Receiver does not express an opinion, nor does it provide any other form of assurance on the financial or other information

presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this report.

8. All amounts included herein are in Canadian dollars unless otherwise stated.

COURT PROCEEDINGS

9. The Third Report of the Receiver was filed on January 3, 2023 (the "**Third Report**"), in support of the Receiver's application heard on January 11, 2023 (the "**January 11 Hearing**") at which time the Court made Orders:
 - 9.1. Approving the sale of the Delta Dental practice and the Delta Building (the "**Delta Sale**"), the sale of the 52 Dental practice (the "**52 Dental Sale**") and the sale of the 52 Building (the "**52 Building Sale**") to the NDC Group Inc. and V. Tran and T. Sivanantha Professional Corporation (collectively, the "**NDC Group**");
 - 9.2. Approving distributions to the Bank of Nova Scotia ("**BNS**"), to Dr. Ghalib Hadi ("**G. Hadi**") and to Solar Star Holdings Inc. ("**Solar Star**") and 1245233 Alberta Ltd. ("**1245233**") on seven days written notice to those parties with registered security interests against the corresponding real properties and those parties who have requested such notification;
 - 9.3. Approving the reported actions of the Receiver in administering these receivership proceedings provided that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals;
 - 9.4. Approving the professional fees and disbursements of the Receiver and of the Receiver's legal counsel, McMillan LLP ("**McMillan**"), for the period ended November 30, 2022; and
 - 9.5. Temporarily sealing the Receiver's Second Confidential Report dated January 3, 2023.
10. The Fourth Report of the Receiver dated January 30, 2023 (the "**Fourth Report**") was filed in support of the Receiver's application, scheduled to be heard at a hearing on February 9, 2023 (the "**February 9 Hearing**") seeking approval for the sale of the DV Unit to Amara Investments Corp. ("**Amara**").

ACTIVITIES OF THE RECEIVER

11. The Receiver's activities since the date of the Third Report are summarized below:
 - 11.1. Managing the ongoing operations of the Dental Offices and communicating with various contractors related to same;
 - 11.2. Communicating with insurance providers and reconciling receipts collected from insurance providers, which efforts are ongoing;

- 11.3. Working with the NDC Group with respect to completing the Delta Sale, the 52 Dental Sale and the 52 Building Sale and facilitating the transition of the Dental Offices, the Delta Building and the 52 Building to the NDC Group;
- 11.4. Negotiating and finalizing an Offer to Purchase for the DV Unit with Amara (the “**DV Unit OTP**”) and preparing to seek Court approval of the **DV Unit OTP** at the February 9 Hearing. The details of the DV Unit OTP are further set out in the Fourth Report;
- 11.5. Coordinating required repairs on the DV Unit, also as further set out in the Fourth Report;
- 11.6. Communicating with various property insurers and, in particular, with the insurer for the 52 Building with respect to an insurance claim related to a flooding incident at the 52 Building as a result of a toilet overflowing on the morning of January 9, 2023;
- 11.7. Corresponding with Veranova Properties (“**Veranova**”) regarding the provision of property management services for the 52 Building and the DV Unit and communicating with the tenants of the 52 Building and the DV Unit;
- 11.8. Maintaining and updating the Receiver’s Website;
- 11.9. Communicating with RBC, BNS and secured creditors known as the Jovica Group and their respective legal counsel regarding the administration of the receivership proceedings; and
- 11.10. Responding to various other patient, creditor and stakeholder inquiries.

PURPOSE OF THE REPORT

12. This report constitutes the Fifth Report of the Receiver (the “**Fifth Report**”). The Fifth Report is being filed in support of the Receiver’s application to this Honourable Court returnable on February 14, 2023 (the “**February 14 Hearing**”) requesting the following relief:
 - 12.1. Approving the Claims Process (as defined herein);
 - 12.2. Approving the reported actions of the Receiver in administering these receivership proceedings provided that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals; and
 - 12.3. Approving the professional fees and disbursements of the Receiver and of McMillan, for the period from December 1 to December 31, 2022.

CLAIMS PROCESS

13. At the February 14 Hearing, the Receiver is seeking approval of a claims process (the “**Claims Process**”) in respect of the Companies, excluding 52 Wellness (the “**CP Companies**”), for the purpose of determining the claims that will be eligible to share in any distribution(s) made in the respective receivership proceedings. 52 Wellness has been excluded from the Claims Process as it

does not have any realizable assets outside of the 52 Building and the net sale proceeds from the 52 Building Sale will be insufficient to allow for distributions to creditors other than BNS and G. Hadi. As noted above, distributions to BNS and G. Hadi were approved by the Court at the January 11 Hearing.

14. The key actions and estimated timing for the Claims Process is set out below:

Action	Estimated Timing
Claims Process Order (as subsequently defined) to be granted	February 14, 2023
Claims package will be posted on the Receiver's website	As soon as practicable after the granting of the Claims Process Order
Newspaper notice published	On or before February 21, 2023
Claims package will be sent to all known claimants	On or before February 21, 2023
Claims bar date for claimants to file proof of claim	April 4, 2023
Deadline for receipt by the Receiver of any notice of dispute	10 days after receipt of a Disallowance Notice by claimant

15. Following this Honourable Court granting the Order approving the Claims Process (the “**Claims Process Order**”), the Receiver will send a package containing all of the required information to potential creditors of the Company (the “**Creditors’ Package**”). The Creditors’ Package will include a notice to creditors outlining the Claims Process, a proof of claim form and the corresponding instructions. A copy of the proposed Creditors’ Package is attached as “Schedule 1” hereto.
16. The Claims Process is directed at all creditors other than those, whose claims relate only to registered interests in the Real Properties. The Receiver notes that, in the Receiver’s view, it remains unlikely that any funds will be available to the ordinary unsecured creditors in any of the respective receivership proceedings. There is uncertainty, however, regarding the status of various secured claims that may be advanced against the personal property of the respective CP Companies. As such, the Receiver intends to include unsecured creditors in the Claims Process to avoid the requirement for a subsequent claims process if funds subsequently become available for distribution to the unsecured creditors of any of the CP Companies.
17. The Claims Process contemplates that those creditors advancing secured claims against the personal property of the CP Companies (the “**Secured Claims**”) will be required to attest to the

amount owing to them by each of the CP Companies. In addition, they will be required to provide documentation in support of their claims, such as contracts, invoices, bills of lading, shipping receipts, security of other agreements and proof of relevant security registrations, in relation to the goods and/or services provided or funds advanced to the CP Companies, by way of a sworn affidavit or solemn declaration filed in these proceedings. The sworn affidavit or solemn declaration will also be required to include full particulars of the security, including the date on, and the manner in which the security was given, the date on which the security was perfected, all facts relevant to the priority of the security and the value at which the creditor assesses the security.

18. If the Receiver elects to revise or disallow a proof of claim, then the Receiver will send a Notice of Revision or Disallowance in the form attached as “Schedule 2” hereto.
19. Any creditor who wishes to dispute a Notice of Revision or Disallowance will be required to send a Notice of Dispute to the Receiver within 10 days setting out the particulars of the dispute. The form of the proposed Notice of Dispute is attached as Schedule “3” hereto.
20. Any creditor who receives a Notice of Revision or Disallowance and who fails to send a Notice of Dispute within the required time period will (i) be deemed to have accepted the classification and quantum of its Claim as set forth in the Notice of Revision or Disallowance, (ii) shall have a proven claim in the quantum and with the classification specified in the Notice of Revision or Disallowance, and (iii) shall be forever barred, enjoined and estopped from challenging the classification and quantum of its Claim as set forth in the Notice of Revision or Disallowance and the balance of its Claim will be extinguished, except as otherwise may be ordered by the Court.
21. All creditors who participate in the Claims Process will have the ability to, upon request, review proofs of claim filed by other creditors in order to provide them with a reasonable opportunity to examine the proof of claim and question the affiant as to any of the matters set out therein.
22. The Receiver is supportive of the Claims Process on the basis that it provides a timely and efficient process for the determination of creditor claims.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

23. Attached hereto as “Schedule 4 through to Schedule 8” are Interim Statements of Receipts and Disbursements for various periods ended February 6, 2023, that also include receipts and disbursements during the interim receivership period for FMPC and Delta Dental Corp. (the “**Delta SRD**”), 52 Dental (the “**52 Dental SRD**”), MDML (the “**MDML SRD**”), 52 Wellness (the “**52 Wellness SRD**”) and 985842 (the “**985842 SRD**”).

The Delta SRD

24. As reflected in Delta SRD, as at February 6, 2023, approximately \$22,200 was being held in trust by the Receiver.

25. The Delta SRD reflects total receipts of approximately \$672,900 that include the following:
 - 25.1. Approximately \$90,200 that was held in the DDC's bank account with BNS and FMPC's bank account with RBC at the date of the Interim Receivership Order;
 - 25.2. Accounts receivable collections totaling approximately \$532,700 from dental insurance providers and patients; and
 - 25.3. Receiver's borrowings of \$50,000 have been advanced by RBC pursuant to the Receivership Order to fund ongoing operating costs for the Delta Dental clinic.
26. The Delta SRD reflects total disbursements of approximately \$650,700 with the most significant disbursements being as follows:
 - 26.1. Approximately \$497,200 for fees payable to dentists, hygienists and other former employees, who are providing services on a contract basis during the receivership;
 - 26.2. Operating expenses, including required supplies, of approximately \$73,000;
 - 26.3. Payroll of approximately \$40,600 due from the interim receivership period (additional payroll was paid directly from DDC's bank account at BNS); and
 - 26.4. Appraisal fees of \$11,500 for an appraisal completed by Newmark Knight Frank Canada Ltd. ("Newmark") on the Delta Building and an opinion of value completed by Tier Three Brokerage, a division of Henry Schein ("Henry Schein") on the Delta Dental practice.
27. There is no written lease between MDML and Delta Dental with respect to the Delta Building. The Receiver retained Newmark to prepare an opinion on the market lease rate for the Delta Building (the "**Delta Lease Opinion**"). Upon closing the Delta Sale, the Receiver anticipates paying rent due from Delta Dental to MDML on a pro-rata basis to the date of closing based on the Delta Lease Opinion.

The 52 Dental SRD

28. As reflected in the 52 Dental SRD, as at February 6, 2023, approximately \$800 was being held in trust by the Receiver.
29. The 52 Dental SRD reflects total receipts of approximately \$352,800 that include the following:
 - 29.1. Accounts receivable collections totaling approximately \$252,400 from dental insurance providers and patients;
 - 29.2. Approximately \$91,900 that was held in 52 Dental's bank account with BNS at the date of the Interim Receivership Order;
 - 29.3. Miscellaneous receipts of approximately \$8,500.

30. The 52 Dental SRD reflects total disbursements of approximately \$352,000 with the most significant disbursements being as follows:
- 30.1. Approximately \$210,900 for fees payable to dentists, hygienists and other former employees, who are providing services on a contract basis during the receivership;
 - 30.2. Payroll of approximately \$71,300 due from the interim receivership period;
 - 30.3. Operating expenses, including required supplies, of approximately \$47,400;
 - 30.4. Insurance of approximately \$6,400 payable for the 52 Dental practice for the period ended March 31, 2022;
 - 30.5. Professional fees and disbursements for the Interim Receiver's legal counsel of approximately \$6,000 for the period ended August 31, 2022; and
 - 30.6. Appraisal fees of approximately \$5,600 payable to Henry Schein for an opinion of value on the 52 Dental practice.

The MDML SRD

31. As reflected in the MDML SRD, as at February 6, 2023, approximately \$3,500 was being held in trust by the Receiver, which included receipts collected from MDML's bank account at TD Bank at the Filing Date and miscellaneous disbursements.

The 52 Wellness SRD

32. As reflected in the 52 Wellness SRD, as at February 6, 2023, approximately \$7,700 was being held in trust by the Receiver.
33. The 52 Wellness SRD reflects receipts of approximately \$23,300 from rent collected for the 52 Building. Veranova was retained by the Receiver to provide property management services for the 52 Building and are also conducting go-forward rent collection. As previously reported, there are no written leases for three tenants of the 52 Building, including 52 Dental. The Receiver retained Newmark Knight Frank Canada Ltd. to prepare an opinion on the market lease rate for the 52 Building (the "**52 Lease Opinion**"). Upon closing the 52 Dental Sale, the Receiver anticipates paying rent for 52 Dental to 52 Wellness on a pro-rata basis to the date of closing based on the 52 Lease Opinion.
34. The 52 Wellness SRD reflects disbursements totaling approximately \$15,600, of which the most significant disbursements include operating expenses of approximately \$6,600 and utilities of approximately \$6,400.

The 985842 SRD

35. As reflected in the 985842 SRD, as at February 6, 2023, approximately \$19,500 was being held in trust by the Receiver. The 985842 SRD reflects receipts of approximately \$27,500 from rent collected for the DV Unit. Veranova is providing go-forward property management services for the

DV Unit; however, rents have been paid directly to the Receiver. The DV Unit has an unrelated dental practice as its sole tenant.

36. The 985842 SRD reflects disbursements totaling approximately \$8,000, the bulk of which is comprised of insurance of approximately \$6,900 paid for the DV Unit for the period ended March 31, 2023.

PROFESSIONAL FEES

37. Attached as “Schedule 9” is a summary of the Receiver’s professional fees and disbursements (the “**Receiver’s Fees**”) totaling approximately \$90,400 plus GST of approximately 4,500 for a total of approximately \$94,900 for the period from December 1 to 31, 2022 and McMillan’s professional fees and disbursements (the “**Receiver’s Legal Fees**”) totaling approximately \$65,900 plus GST of approximately \$3,300 for a total of approximately \$69,200 for the period from December 1 to 31, 2022. The Receiver Fees and the Receiver’s Legal Fees have been allocated between the Companies as follows:

Description	FMPC & Delta Dental	52 Dental Corporation	52 Wellness Centre Inc.	MDML	985842	Subtotal	GST	Total
MNP Ltd.	\$ 24,112	\$ 24,112	\$ 15,115	\$ 20,094	\$ 6,974	\$ 90,408	\$ 4,520	\$ 94,928
McMillan LLP	10,632	9,939	9,178	18,687	17,424	65,860	3,289	69,149
	\$ 34,744	\$ 34,052	\$ 24,294	\$ 38,780	\$ 24,398	\$ 156,268	\$ 7,809	\$ 164,077

38. At the February 14 Hearing, the Receiver is seeking approval of the Receiver’s Fees and the Receiver’s Legal Fees (collectively, the “**Professional Fees**”). The Professional Fees have been charged by the Receiver and McMillan at their standard hourly rates and, in the Receiver’s experience, are comparable to the standard rates of other providers of similar services in Alberta. The Receiver will make copies of both its accounts and the accounts of McMillan (subject to redaction for privilege) available to the Court or any interested person upon further request. The Receiver notes that the Professional Fees for all of the Companies excluding 985842 have been allocated between the entities for each billing period, based either on an estimated percentage, considering the activities undertaken for each of the Companies, or on actual time entries. The Receiver is seeking approval of the Professional fees but not the specific Allocation, which is provided herein for information purposes and remains subject to further Order of this Honourable Court.

RECOMMENDATION AND CONCLUSION

39. The Fifth Report has been prepared to provide the Court with information on the following relief sought by the Receiver at the February 14 Hearing:
- 39.1. Approving the Claims Process;

39.3. Approving the Professional Fees.

40. The Receiver is recommending each of the foregoing for the reasons set out herein.

All of which is respectfully submitted this 6th day of February 2023.

MNP Ltd., in its capacity as Receiver and Manager of Faissal Mouhamad Professional Corporation, Delta Dental Corporation, 52 Dental Corporation, 52 Wellness Centre Inc., Michael Dave Management Ltd. and 985842 Alberta Ltd. and not in its personal or corporate capacity



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

SCHEDULES

SCHEDULE 1

February 14, 2023

Notice to Creditors

Re: Faissal Mouhamad Professional Corporation, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd. (collectively the “Debtors”)

As you are likely aware, MNP Ltd. is the Court-appointed Receiver of the Debtors.

Pursuant to an Order granted by the Court of King’s Bench of Alberta on February 14, 2023 (the “Claims Process Order”), a claim process (the “Claims Process”) was approved that authorized and directed the Receiver to solicit claims from all creditors of the Debtors for the purpose of determining the claims that will participate in and be eligible to share in any distribution(s) made in the receivership proceedings (the “Claims Process”). A copy of the Claims Process Order is available on the Receiver’s website at:

<https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.

Attached are the following documents with respect to your claim in the Claims Process:

1. A notice to creditors regarding the Claims Process; and
2. A proof of claim form, including instructions.

All claims must be sent by courier or regular mail to MNP Ltd., 1500, 640 – 5th Avenue SW, Calgary, AB T2P 3G4 or via email at Temitope.Muraina@mnp.ca to the attention of Temitope Muraina on or before 5:00 p.m. Mountain Time on Tuesday, April 4, 2023 (the “Claims Bar Date”). Creditors who do not submit a claim to the Receiver by the specified time on the Claims Bar Date, or such later date as the Court may order, shall:

1. Not be entitled to receive any further notice of the receivership proceedings;
2. Not be entitled to receive any distribution in the receivership proceedings; and
3. Be forever barred from making or enforcing any claim against any Debtor.

Should you have any questions, please contact Temitope Muraina at 1-403-537-8393

Yours truly,

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



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

COURT FILE NO. 2203-12557

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE EDMONTON

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENT LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD AND FETOUN AHMAD also known as FETOUN AHMED

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

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

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

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

Dated February 14, 2023

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



Per:

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

District of: Alberta
Division No. 02 - Calgary
Court No. 2203-12557

FORM 31 / 36
Proof of Claim

Select the Debtor Entity:

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

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

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

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

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

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

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

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF \$ _____

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

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

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

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

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

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

C. SECURED CLAIM OF \$ _____

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

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

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

E. CLAIM BY WAGE EARNER OF \$ _____

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

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

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

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

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

G. CLAIM AGAINST DIRECTOR \$ _____

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

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

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

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

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

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

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

Witness

Individual Creditor

Witness

Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

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

MNP Ltd. - Licensed Insolvency Trustee
Per:

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

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

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

CHECKLIST FOR PROOFS OF CLAIM

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

PROOF OF CLAIM

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

PARAGRAPH 1

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

PARAGRAPH 3

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

PARAGRAPH 4

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

PARAGRAPH 5

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

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

PARAGRAPH 6

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

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

SCHEDULE 2

COURT FILE NO.	2203-12557	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
	IN BANKRUPTCY AND INSOLVENCY	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF	ROYAL BANK OF CANADA	
DEFENDANTS	FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENT LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD AND FETOUN AHMAD also known as FETOUN AHMED	
DOCUMENT	NOTICE OF REVISION OR DISALLOWANCE IN THE MATTER OF THE RECEIVERSHIPS OF FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP. AND MICHAEL DAVE MANAGEMENT LTD.	

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

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

Amount allowed by the Receiver:

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

Reasons for the Revision or Disallowance:

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

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

Dated: _____, 2023

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

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

SCHEDULE 3

COURT FILE NO. **2203-12557**

Clerk's Stamp

COURT **COURT OF KING'S BENCH OF ALBERTA**

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE **EDMONTON**

PLAINTIFF **ROYAL BANK OF CANADA**

DEFENDANTS **FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENT LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD AND FETOUN AHMAD also known as FETOUN AHMED**

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

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

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

(use additional pages if necessary).

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

Witness

Signature of individual completing the form

SCHEDULE 4

Faissal Mouhamad Professional Corporation ("FMPC") and Delta Dental Corp. ("DDC")
Interim Statement of Receipts and Disbursements
For the Period from August 23, 2022 to February 6, 2023

		Notes
Receipts:		
Accounts receivable	\$ 532,748	1
Cash held in financial institutions	90,177	2
Receiver's certificate	50,000	3
Total receipts:	672,925	
Disbursements:		
Contractor fees	497,166	4
Operating expenses	72,966	5
Payroll	40,618	6
Appraisals	11,495	7
Utilities	9,276	
Legal fees and disbursements	6,064	8
Insurance	4,034	9
Miscellaneous expenses	3,511	
GST Paid	3,102	
Patient refunds	2,494	10
Total disbursements:	650,725	
Net available cash:	\$ 22,200	11

Notes - general:

1. On August 23, 2022, the Court of King's Bench of Alberta (the "Court") granted an Interim Receivership Order appointing MNP Ltd. as Interim Receiver over all of the current and future assets, undertakings and property of FMPC o/a Delta Dental and Delta Dental Corp. (the "Property"). On September 16, 2022 (the "Receivership Date"), the Court granted a further Order (the "Receivership Order") appointing MNP Ltd. as Receiver and Manager over the Property. The Interim Statement of Receipts and Disbursements above includes the Interim Receivership and the Receivership period.

Notes - specific:

1. Represents amounts collected from FMPC's account with Royal Bank of Canada and DDC's account with Scotiabank (the "DDC Account") since the date of interim receivership. The amount collected from the DDC Account is net of payroll \$67,317 that was paid directly from the DDC Account.
2. Represents amounts collected from patients and their insurance providers.
3. Pursuant to the Receivership Order, borrowings of \$50,000 have been advanced to the Receiver.
4. Represents payments to dentists, hygienists and contractors.
5. Operating expenses include various dental supplies and patient labs.
6. Represents payroll prior to the Receivership Date, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives.
7. Represents payments for an appraisal on the Property completed by Newmark Knight Frank Canada Ltd. and an opinion of value on the dental practice operating as Delta Dental by Henry Schein Tier Three Brokerage Ltd.
8. Represents professional fees and disbursements payable to McMillan LLP, the Trustee's legal counsel for the period ended August 31, 2022.
9. Represents insurance coverage payable for the dental practice known as Delta Dental for the period ended March 31, 2023.
10. Represents amounts refundable to patients due to overpayments collected post-receivership.
11. In addition to the amount reflected above, selected accounts receivable continue to be collected into the DDC Account, which was set to deposit only.

SCHEDULE 5

52 Dental Corporation ("52 Dental")
Interim Statement of Receipts and Disbursements
For the Period From August 23, 2022 to February 6, 2023

		Notes
Receipts:		
Accounts receivable	\$ 252,392	1
Cash held in financial institutions	91,944	2
Miscellaneous receipts	8,472	
Total receipts:	352,809	
Disbursements:		
Contractor fees	210,899	3
Payroll	71,334	4
Operating expenses	47,368	5
Insurance	6,467	6
Legal fees and disbursements	6,064	7
Appraisal fees	5,595	8
Miscellaneous disbursements	2,224	
GST Paid	1,289	
Patient refunds	771	9
Total disbursements:	352,011	
Net available cash:	\$ 798	10

Notes - general:

1. On August 23, 2022, the Court of King's Bench of Alberta (the "Court") granted an Interim Receivership Order appointing MNP Ltd. as Interim Receiver over all of the current and future assets, undertakings and property of 52 Dental (the "Property"). On September 16, 2022 (the "Receivership Date"), the Court granted a further Order appointing MNP Ltd. as Receiver and Manager over the Property. The Interim Statement of Receipts and Disbursements above includes the Interim Receivership and the Receivership period.

Notes - specific:

1. Represents amounts collected from patients and their insurance providers.
2. Represents amounts collected from 52 Dental's account with Scotiabank (the "52 Account") since the date of the interim receivership.
3. Represents payments to dentists and hygienists who are retained on a contract basis.
4. Represents payroll, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives during the interim receivership.
5. Operating expenses include various dental supplies and patient labs.
6. Represents insurance coverage payable for the dental practice known as 52 Dental for the period ended March 31, 2023.
7. Represents professional fees and disbursements payable to McMillan LLP, the Trustee's legal counsel for the period ended August 31, 2022.
8. Represents payment for an opinion of value on the dental practice operating as 52 Dental by Henry Schein Tier Three Brokerage Ltd.
9. Represents amounts refundable to patients due to overpayments collected post-receivership.
10. In addition to the amount reflected above, selected accounts receivable continue to be collected into the 52 Account, which is set to deposit only.

SCHEDULE 6

Michael Dave Management Ltd. ("MDML")
Receiver's Interim Statement of Receipts and Disbursements
For the Period From September 16, 2022 to February 6, 2023

		<u>Notes</u>
Receipts:		
Cash held in financial institutions	\$ 3,588	1
Total receipts:	<u>3,588</u>	
Disbursements:		
Miscellaneous disbursements	<u>73</u>	
Total disbursements:	<u>73</u>	
Net available cash:	<u>\$ 3,515</u>	

Notes - general:

1. On September 16, 2022, the Court of King's Bench of Alberta granted a Receivership Order appointing MNP Ltd. as Receiver and Manager over all of the current and future assets, undertakings and property of MDML.

Notes - specific:

1. Represents amounts collected from MDML's account with TD Bank since the date of the receivership.

SCHEDULE 7

52 Wellness Centre Inc. ("52 Wellness")
Receiver's Interim Statement of Receipts and Disbursements
For the Period From September 16, 2022 to February 6, 2023

		<u>Notes</u>
Receipts:		
Rent	\$ 22,294	1
GST collected	963	
Total receipts:	<u>23,258</u>	
Disbursements:		
Operating expenses	6,584	
Utilities	6,387	
Property management	2,000	2
GST paid	554	
Miscellaneous disbursements	73	
Total disbursements:	<u>15,598</u>	
Net available cash:	<u><u>\$ 7,659</u></u>	

Notes - general:

1. On September 16, 2022, the Court of King's Bench of Alberta granted a Receivership Order appointing MNP Ltd. as Receiver and Manager over all of the current and future assets, undertakings and property of 52 Wellness.

Notes - specific:

1. Represents rent paid to the Receiver by tenants of the property located 100, 3505 52nd Street SE in Calgary, Alberta (the "52 Building"). Veranova Properties ("Veranova") is providing property management services for the 52 Building.

2. Represents a deposit paid to Veranova for property management services for the 52 Building.

SCHEDULE 8

985842 Alberta Ltd. ("985842")
Interim Statement of Receipts and Disbursements
For the Period From September 29, 2022 to February 6, 2023

		<u>Notes</u>
Receipts:		
Rent	\$ 26,173	1
GST collected	1,309	
Total receipts:	<u>27,482</u>	
Disbursements:		
Insurance	6,906	2
Miscellaneous	937	
GST paid	139	
Total disbursements:	<u>7,982</u>	
Net available cash:	<u><u>19,500</u></u>	

Notes - general:

1. On September 29, 2022, the Court of King's Bench of Alberta granted a Receivership Order appointing MNP Ltd. as Receiver and Manager over all of the current and future assets, undertakings and property of 985842.

Notes - specific:

1. Represents rent collected from the sole tenant of the property located at 108, 5205 Power Center Boulevard in Drayton Valley, Alberta (the "Property").

2. Represents insurance coverage payable for the Property for the period ended March 31, 2023.

SCHEDULE 9

**In the Matter of the Receivership of
 Faissal Mouhamad Professional Corporation ("FMPC") o/a Delta Dental, Delta Dental Corp. ("Delta Dental"), 52 Dental Corporation, 52 Wellness Centre Inc., Michael Dave Management Ltd. ("MDML") and 985842 Alberta
 Ltd. ("985842")
 Summary of Professional Fees and Disbursements**

MNP Ltd.

Invoice date	Invoice number	Description	FMPC & Delta Dental	52 Dental Corporation	52 Wellness Centre Inc.	MDML	985842	Subtotal	GST	Total
January 5, 2023	10728183	For the period ended December 31, 2022	24,112	24,112	15,115	20,094	-	83,434	4,172	87,605
January 5, 2023	10728165	For the period ended December 31, 2022	-	-	-	-	6,974	6,974	349	7,323
			24,112	24,112	15,115	20,094	6,974	90,408	4,520	94,928

McMillan LLP

Invoice date	Invoice number	Description	FMPC & Delta Dental	52 Dental Corporation	52 Wellness Centre Inc.	MDML	985842	Subtotal	GST	Total
December 31, 2022	3017650	For the period ended December 31, 2022	10,632	9,939	9,178	18,687	17,424	65,860	3,289	69,149
			10,632	9,939	9,178	18,687	17,424	65,860	3,289	69,149

Total Professional Fees and Disbursements	\$	34,744	\$	34,052	\$	24,294	\$	38,780	\$	24,398	\$	156,268	\$	7,809	\$	164,077
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