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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	SECOND 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.	
FILED	October 28, 2022	
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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. 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.
- 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 an application to appoint a Receiver and Manager was set to be heard on September 14, 2022 (the "**September 14 Hearing**");
 - 3.2. In advance of the September 14 Hearing, the RBC Application was amended to also include the appointment of 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 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 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. A copy 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/ Shareholders	Description of Operations
Faissal Mouhamad Professional Corporation o/a Delta Dental	F. Mouhamad is the sole director and shareholder	Operates a dental clinic under the name “Delta Dental” (“ Delta Dental ”).
Delta Dental Corp.	F. Ahmed is the sole director and shareholder	Has no independent operations; previously managed Delta Dental on behalf of FMPC; however, no corresponding agreement was in place.
52 Dental Corporation	F. Ahmed is the sole director and shareholder	Operates a dental clinic under the name “52 Dental” (“ 52 Dental ”).
52 Wellness Centre Inc.	F. Mouhamad is the sole director and shareholder	Owns a building located at 3505 52nd Street SE, Calgary, Alberta (the “ 52 Building ”). The 52 Building houses 52 Dental and 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. The Receiver notes that, prior to the First Receivership Order being granted, Delta Dental operated with six dentists and 52 Dental operated with two dentists, both including Dr. Faissal Mouhamad (“**F. Mouhamad**”), who split his time between the two practices. Following the Filing Date, many of the former dentists, hygienists and employees were unwilling to continue to provide services to the Receiver. F. Mouhamad originally agreed to provide post-receivership services as a practicing dentist but discontinued those services on September 28, 2022. Following which F. Mouhamad began practicing dentistry at another clinic known as South Hills Smiles Dental Care (“**South Hills**”). A corporation search for South Hills lists Fetoun Ahmad, also known as Fetoun Ahmed (“**F. Ahmed**”), F. Mouhamad’s wife, as the sole director and shareholder of South Hills Smiles Corporation, which was incorporated September 23, 2022.

7. At present, both Delta Dental and 52 Dental (collectively, the “**Dental Offices**”) are continuing to operate at reduced levels. Delta Dental currently operates with one dentist, two dental hygienists and five staff members and 52 Dental currently operates with one dentist, one dental hygienist and three staff members.

NOTICE TO READER

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

COURT PROCEEDINGS

10. The First Report of the Receiver dated September 29, 2022 (the "**First Report**") was filed to provide the Court with additional information on certain events related to Delta Dental and concerns raised by the Receiver related to the activities of F. Mouhamad. In response to the concerns raised by the Receiver, at the September 29 Hearing, the Court granted an Order (Advice and Direction), which will be referred to as the "**September 29 Order**". The September 29 Order included the following provisions:
 - 10.1. Paragraph 4 ordered that paragraph 8 of the Receivership Order applied to both F. Mouhamad and F. Ahmed in their personal capacity;
 - 10.2. Paragraph 6 enjoined F. Mouhamad pursuant to paragraphs 8 and 9 of the Receivership Order and the September 29 Order from soliciting or contacting patients of the Dental Offices or entering the Dental Offices without the prior written consent of the Receiver;
 - 10.3. Paragraph 7 directed F. Mouhamad to comply with paragraphs 4 to 6 of the Receivership Order including taking the following steps:
 - 10.3.1. Providing the Receiver with a sworn affidavit that included a list of all records or property that either he, F. Ahmed or someone acting on their behalf had removed from the Dental Offices during the period from August 1, 2022 to September 29, 2022 by no later than October 3, 2022;

- 10.3.2. Advising the Receiver of any records or property that are or may be in the possession or control of F. Mouhamad and delivering such records and property to the Receiver forthwith;
- 10.3.3. Cooperating with and assisting the Receiver by delivering and granting to the Receiver access to and possession of all patient records; and
- 10.3.4. Preserving and not destroying, altering, deleting or modifying in any manner any Records or Patient Records in the possession or control of F. Mouhamad.

11. The Receiver was awarded costs with respect to their application to obtain the September 29 Order.

PURPOSE OF THE REPORT

12. This report constitutes the Second Report of the Receiver (the “**Second Report**”). The Second Report is being filed to provide the Court with information regarding F. Mouhamad and F. Ahmed’s failure to comply with the September 29 Order and in support of the Receiver’s application to this Honourable Court returnable on November 4, 2022 (the “**November 4 Hearing**”) requesting the following relief:
 - 12.1. Approving the Receiver entering into two listing agreements (the “**HS Agreements**”) with Henry Schein Tier Three Brokerage Ltd. (“**Henry Schein**”) to market Delta Dental, including the Delta Building and 52 Dental, as further described herein;
 - 12.2. Approving the Receiver entering into a further listing agreement (the “**CBRE Agreement**”) with CBRE Limited (“**CBRE**”) with respect to the the Delta Building, which will be brokered through CBRE Canada in collaboration with Henry Schein.
 - 12.3. Approving the Receiver entering into two listing agreements (the “**NAI Agreements**”) with NAI Commercial Real Estate Inc. (“**NAI**”) to market the 52 Building and a unit located in a building at 108, 5205 Power Center Boulevard in Drayton Valley, Alberta (defined above as the “**DV Unit**”), as further described herein;
 - 12.4. Finding that F. Mouhamad and F. Ahmed are in contempt of this Honourable Court for failing to comply with the Receivership Order and the September 29 Order;
 - 12.5. 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;
 - 12.6. Approving the professional fees and disbursements of the Interim Receiver and McMillan, legal counsel to the Interim Receiver;

- 12.7. Approving the professional fees and disbursements of the Receiver for the period ended October 10, 2022 and for McMillan, legal counsel to the Receiver, for the period ended September 30, 2022; and
- 12.8. Temporarily sealing the Receiver's First Confidential Report dated October 28, 2022 (the "**Confidential Report**").

ACTIVITIES OF THE RECEIVER

13. The Receiver's activities since the Filing Date are summarized below:
 - 13.1. Managing the ongoing operations of the Dental Offices;
 - 13.2. Communicating with insurance providers to confirm past deposit instructions and bank account information for the Receiver and reconciling receipts collected from insurance providers, which efforts are ongoing;
 - 13.3. Communicating with the Alberta Dental Association and College (the "**College**") regarding the receivership proceedings and the handling of controlled substances;
 - 13.4. Terminating all employees of Delta Dental and 52 Dental and working with ADP Canada to obtain the required information to prepare records of employment and assist the employees in submitting claims under the *Wage Earners Protection Program*;
 - 13.5. Rehiring selected dentists, dental hygienists and former employees on a contract basis to provide services during the receivership proceedings;
 - 13.6. Communicating with F. Mouhamad and F. Ahmed with regard to the matters described in the First Report, the September 29 Order and the lack of compliance described herein;
 - 13.7. Responding to patient inquiries, preparing and issuing communications to patients with urgent care needs ("**Urgent Care Patients**") and communicating with F. Mouhamad regarding the transition of the Urgent Care Patients to F. Mouhamad;
 - 13.8. Issuing a request for proposals to list Delta Dental, including the Delta Building, and to list 52 Dental and establishing an electronic data room related to same;
 - 13.9. Issuing a request for proposals to list the 52 Building and the DV Unit and establishing an electronic data room related to same;
 - 13.10. Arranging for Henry Schein to complete appraisals for the Dental Offices;
 - 13.11. Arranging for Newmark Knight Frank Canada Ltd. ("**Newmark**") to complete appraisals for the Delta Building, the 52 Building and the DV Unit and prepare an opinion on market lease rates for the Delta Building and the 52 Building;

- 13.12. Negotiating the HS Agreements and the CBRE Agreement to market Delta Dental, including the Delta Building, and 52 Dental, which will be executed by the Receiver if Court approval is granted;
- 13.13. Negotiating the NAI Agreements to market the 52 Building and the DV Unit, which will be executed by the Receiver if Court approval is granted;
- 13.14. Communicating with various property insurers to confirm adequate insurance coverage for the Property (the “**Insurance**”);
- 13.15. Retaining Veranova Properties (“**Veranova**”) to provide property management services for the 52 Building and the DV Unit
- 13.16. Requesting that McMillan complete an independent review of the RBC Security;
- 13.17. Requesting that McMillan complete an independent review of the following:
 - 13.17.1. The security held by Jovica Property Management Ltd., Solar Star Holdings Inc. and 1245233 Alberta Ltd. who have various registrations against MDML at the Alberta Personal Property Registry and also holds a registered mortgage on the Delta Building; and
 - 13.17.2. The security held by Dr. Ghalib Hadi (the dentist at 52 Dental), who has a second mortgage and assignment of rents and leases registered against the Delta Building and a registered agreement charging lands on the 52 Building.
- 13.18. Preparing and issuing the required Notices and Statements of Receiver pursuant to subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (“**BIA**”);
- 13.19. Maintaining and updating the Receiver’s Website; and
- 13.20. Providing regular updates to RBC and responding to various other creditor/ stakeholder inquiries.

NON-COMPLIANCE WITH THE SEPTEMBER 29 ORDER

14. As noted above, paragraph 7 of the September 29 Order directed F. Mouhamad to provide the Receiver with a sworn affidavit that included a list of all records or property that either he, F. Ahmed or someone acting on their behalf had removed from the Dental Offices during the period from August 1, 2022 to September 29, 2022 by no later than October 3, 2022. On October 3, 2022, the Receiver received the affidavit of F. Mouhamad sworn on the same date (the “**Mouhamad Affidavit**”), a copy of which is attached hereto as “Schedule 1”.
15. Attached hereto as “Schedule 2” is correspondence from the Receiver to F. Mouhamad (copied to F. Ahmed) dated October 4, 2022 (the “**October 4 Letter**”) wherein the Receiver advised F. Mouhamad

that the Mouhamad Affidavit did not comply with the requirements of the September 29 Order for the following reasons:

- 15.1. It did not address records or property removed by F. Ahmed or other individuals acting on behalf of F. Mouhamad; and
 - 15.2. It did not include a list of all records or property that were removed.
16. The October 4 Letter also identified the following two additional concerns:
- 16.1. As described in the First Report, in late September, F. Mohamad improperly arranged for the redirection of mail from Delta Dental (the “**Mail Redirection**”). The Mail Redirection was terminated by the Receiver (the “**Termination**”). The Receiver believes that select correspondence for the Delta Office may have been forwarded to F. Mouhamad prior to the Termination being processed. The Receiver demanded that any such correspondence be immediately remitted to the Receiver regardless of who it was addressed to. No such correspondence was received.
 - 16.2. The Receiver noted that F. Mouhamad’s services were being advertised on the Facebook Page for South Hills and that the Receiver had been informed that F. Mouhamad was soliciting patients on the phone application known as WhatsApp. In addition, the Receiver noted that they had heard reports that parties acting on F. Mouhamad’s behalf may have been informing patients of Delta Dental that Delta Dental was closed.
17. Attached hereto as “Schedule 3” is follow up email correspondence between the Receiver and F. Mouhamad (copied to F. Ahmed) dated October 4, 2022 related to the October 4 Letter in which the Receiver re-confirmed that a further affidavit was required to meet the requirements of the September 29 Order. No further affidavit has been received.
18. On October 3, 2022, the Receiver sent correspondence to South Hills (the “**South Hills Letter**”) to advise it of the requirements of the September 29 Order. A copy of the South Hills Letter is attached hereto as “Schedule 4”
19. On or around September 25, 2022, the Receiver became aware that a Facebook Page (the “**FB Page**”) was created in the name of Delta Dental Clinic indicating that Delta Dental had moved to a new location and referring patients to South Hills. A screen shot of the FB Page is attached hereto as “Schedule 5”. The Receiver also received reports that patients of Delta Dental had been directly contacted by both F. Ahmed and staff members from South Hills with requests to rebook their cleanings at South Hills. The Receiver issued correspondence to F. Mouhamad (copied to F. Ahmed) regarding the FB Page and reports of Delta Dental patients being contacted on October 25, 2022 (the “**October 25 Letter**”), a copy of which is attached hereto as “Schedule 6”. A further email communication between the Receiver and F. Mouhamad related to the October 25 Letter is also included in “Schedule 6”.

20. The Receiver is of the view that F. Mouhamad and F. Ahmed are in breach of the September 29 Order. At the November 4 Hearing, the Receiver will be seeking an Order declaring that F. Mouhamad and F. Ahmed are in contempt of this Honourable Court for failing to comply with the Receivership Order and the September 29 Order based on the concerns noted above.

THE HS AGREEMENT

21. On October 4, 2022, the Receiver issued a request for listing proposals (the “**Dental RFP**”) to solicit proposals to enter into an agreement to market Delta Dental, including the Delta Building and 52 Dental. The deadline for proposals was originally set as October 14, 2022 but was extended to October 18, 2022 (the “**Dental Deadline**”). On or shortly after the Dental Deadline, the Receiver received three proposals from LPB Dental Services, Regal Auctions Ltd. and Heaps & Doyle (the “**Initial Proposals**”). Both Davidson Dental and ROI Corp. were included in the Dental RFP but declined to submit proposals. Henry Schein had originally been excluded from the Dental RFP because it had also been retained to prepare the appraisals for Delta Dental and 52 Dental.
22. The Receiver was not satisfied with the Initial Proposals and subsequently requested that Henry Schein prepare a listing proposal. A proposal from Henry Schein was subsequently received on October 26, 2022 (the “**HS Proposal**”). The HS Proposal together with the other proposals received will collectively be referred to as the “**Dental Proposals**”). A summary of the key terms of the Dental Proposals is attached as “Schedule 1” to the Confidential Report.
23. Upon reviewing the Dental Proposals, the Receiver engaged in discussions with Henry Schein and negotiated the HS Agreements and the CBRE Agreement, copies of which are attached hereto as “Schedules 7 through 9”. The HS Agreements and the CBRE Agreement will be executed by the Receiver if Court approval is granted.
24. The Receiver notes as follows with respect to the HS Agreements and the CBRE Agreement:
 - 24.1. Henry Schein’s marketing efforts will include an email blast to approximately 1,200 dentists interested in Alberta practices, an email blast to the Henry Schein customer base in Alberta, a classified e-advertisement and, if required, a direct mail delivery to dental practices in the vicinity.
 - 24.2. The marketing process contemplated in the HS Agreements is anticipated to take approximately 6-8 weeks. In the Receiver’s view, this will provide for sufficient market exposure but also ensure the timely completion of the receivership proceedings;
 - 24.3. The HS Agreements and the CBRE Agreement contemplates that commission of 4% will be payable on the purchase price. This commission will be reduced to 3% if a sale is completed to an existing associate of either Dental Office; and
 - 24.4. Both the HS Agreements and the CBRE Agreement have an initial term until January 31, 2023.

25. The Receiver is supportive of the HS Agreements and the CBRE Agreement based on the following:
- 25.1. Henry Schein is an established brokerage with significant experience in marketing dental practices within Canada. In addition, Henry Schein has completed a detailed review of the dental practices and assets. CBRE is also an established brokerage and will be collaborating with Henry Schein throughout the marketing process;
 - 25.2. The Receiver is of the view that the sale process and commission structure proposed by Henry Schein is reasonable and will provide for sufficient market exposure within a reasonable period of time such that the value of the Dental Offices will be maximized;
 - 25.3. The Receiver is of the view that the risk of any prejudice to creditors as a result of Henry Schein having prepared the appraisals for Delta and 52 Dental and also listing the practices for sale is materially outweighed by the benefits of the HS Proposal, which will allow for the Dental Offices to be widely marketed;
 - 25.4. Delta Dental is the sole tenant of the Delta Building and, based on consultation with various parties, the Receiver is of the view that the value of Delta Dental and the Delta Building will be maximized if they are sold together to a single buyer; and
 - 25.5. RBC has indicated that it is supportive of HS Agreements.

THE NAI AGREEMENTS

26. On October 4, 2022, the Receiver issued a request for listing proposals to five real estate brokers to solicit proposals to enter into an agreement to market the 52 Building and the DV Unit. The deadline for the proposals was originally set as October 14, 2022 but was extended to October 18, 2022 (the “**Real Estate Deadline**”). On the **Real Estate Deadline**, the Receiver received one proposal from Avison Young, Commercial Real Estate Services, LP (“**Avison Young**”) with the other brokerages declining to participate for reasons including conflicts or lack of capacity. Following the **Real Estate Deadline**, the Receiver requested and received an additional proposal from NAI. The proposals from Avison Young and NAI will collectively be referred to as the “**Real Estate Proposals**”. A summary of the key terms of the Real Estate Proposals are attached as “Schedule 2” to the Confidential Report.
27. Upon reviewing the Real Estate Proposals, the Receiver engaged in discussions with NAI and negotiated the NAI Agreements, copies of which are attached hereto as “Schedules ”10 and 11”. The NAI Agreements will be executed by the Receiver if approved by the Court.
28. The Receiver notes as follows with respect to the NAI Agreements:
- 28.1. NAI will be working with its Calgary partners to market the 52 Building such that it will have strong local representation. NAI’s marketing approach will include aerial 360-degree drone and standard photography, 3D virtual reality tours, building specific distinct banners and

signage, social media advertising, targeted brochures and tailored marketing campaigns with strategic placement.

- 28.2. Based on further discussions between the Receiver and NAI, the marketing process contemplated in the NAI Agreements is expected to result in offers within 60 days. In the Receiver's view, this will provide for sufficient market exposure and also ensure the timely completion of the receivership proceedings; and
 - 28.3. The NAI Agreements contemplate that commission of 3% will be payable on the purchase price for the 52 Building and commission of 5% will be payable on the purchase price for the DV Unit. In each case, commissions will be reduced by half if a sale is completed to an existing associate of either Delta Dental or 52 Dental.
29. The Receiver is supportive of the NAI Agreements based on the following:
- 29.1. NAI is an established real estate brokerage with significant experience in marketing similar assets;
 - 29.2. The Receiver is of the view that the sale process and commission structure proposed by NAI is reasonable and will provide for sufficient market exposure within a reasonable period of time such that the value of the 52 Building and the DV Unit will be maximized; and
 - 29.3. RBC has indicated that it is supportive of NAI Agreements. The Receiver also consulted with Scotiabank, who holds a first-place registered mortgage on the 52 Building. Scotiabank has indicated that it is also supportive of the NAI Agreement to list the 52 Building.

SEALING OF THE CONFIDENTIAL REPORT

30. The Confidential Report contains details regarding the Dental Proposals and the Real Estate Proposals. At the November 4 Hearing, the Receiver is seeking to seal the Confidential Report until the sales of Delta Dental, including the Delta Building, 52 Dental, the 52 Building and the DV Unit close or until a further Order of this Honourable Court. The Receiver is of the view that the disclosure of the details of the Dental Proposals and the Real Property Proposals would be detrimental to the subsequent marketing efforts. There are no reasonable alternative measures to sealing this information. The Receiver is of the view that, if the requested Sealing Order is not granted, creditor recoveries may be reduced in the anticipated marketing process.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

31. Attached as "Schedule 12 through 15" are Interim Statements of Receipts and Disbursements for the period ended October 25, 2022, which 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**"), 52 Wellness (the "**52 Wellness SRD**") and 985842 (the "**985842 SRD**").

The Delta SRD

32. As reflected in Delta SRD, as at October 25, 2022, approximately \$75,600 was being held in trust by the Receiver.
33. The Delta SRD reflects total receipts of approximately \$288,100 that include the following:
 - 33.1. Approximately \$90,200 that was held in the Delta Dental's bank account with Scotiabank at the date of the Interim Receivership Order; and
 - 33.2. Accounts receivable totaling approximately \$197,900 that have been collected from dental insurance providers and patients.
34. The Delta SRD reflects total disbursements of approximately \$212,500 that include the following:
 - 34.1. Approximately \$142,000 for fees payable to dentists, hygienists and other former employees, who are providing services on a contract basis during the receivership;
 - 34.2. Payroll of approximately \$40,600 due from the interim receivership period (additional payroll was paid directly from Delta Dental's bank account with Scotiabank); and
 - 34.3. Operating expenses, including required supplies, of approximately \$21,000.

The 52 Dental SRD

35. As reflected in 52 Dental SRD, as at October 25, 2022, approximately \$38,400 was being held in trust by the Receiver.
36. The 52 Dental SRD reflects total receipts of approximately \$271,400 that include the following:
 - 36.1. Approximately \$91,900 that was held in the 52 Dental's bank account with Scotiabank at the date of the Interim Receivership Order; and
 - 36.2. Accounts receivable totaling approximately \$179,500 that have been collected from dental insurance providers and patients.
37. The 52 Dental SRD reflects total disbursements of approximately \$233,000 that include the following:
 - 37.1. Approximately \$130,500 for fees payable to dentists, hygienists and other former employees, who are providing services on a contract basis during the receivership;
 - 37.2. Payroll of approximately \$71,300 due from the interim receivership period; and
 - 37.3. Operating expenses, including required supplies, of approximately \$27,500.

The 52 Wellness SRD

38. As reflected in 52 Wellness SRD, as at October 25, 2022, approximately \$2,800 was being held in trust by the Receiver.

39. The 52 Wellness SRD reflects receipts of approximately \$4,800 from rent collected for the 52 Building. Veranova was retained by the Receiver to provide property management services for the 52 Building and are conducting go-forward rent collection. The Receiver also notes that there are no formal leases for three tenants of the 52 Building. The Receiver has received an opinion from Newmark as to the market lease rates for the 52 Building and is planning to enter into month-to-month agreements with those tenants who currently do not have active leases.
40. The 52 Wellness SRD reflects only one disbursement for \$2,000 for a deposit payable to Veranova related to the provision of property management services.

The 985842 SRD

41. As reflected 985842 SRD, as at October 25, 2022, approximately \$5,200 was being held in trust by the Receiver.
42. The 985842 SRD reflects receipts of approximately \$5,600 from rent collected for the DV Unit. Veranova is also providing go-forward property management services for the DV Unit and will be conducting go-forward rent collection. The DV Unit has an unrelated dental practice as its sole tenant.
43. The 985842 SRD reflects only miscellaneous disbursements of approximately \$400.
44. As at the date of this report, no funds had been received for MDML.

PROFESSIONAL FEES

45. Attached as "Schedule 16" is a summary of the Interim Receiver's fees and disbursements (the "IR Fees") totaling \$70,600 plus GST for a total of \$74,100 and McMillan's fees and disbursements (the "IR Legal Fees") totaling \$12,100 plus GST for a total of \$12,700. The IR Fees and the IR Legal Fees are allocated between the IR Companies as follows:

Description	52 Dental		Subtotal	GST	Total
	FMPC & Delta Dental	Corporation			
MNP Ltd.	\$ 38,813	\$ 31,756	\$70,569	\$3,528	\$74,097
McMillan LLP	6,064	6,064	12,127	606	12,733
	\$ 44,876	\$ 37,819	\$82,696	\$4,135	\$86,830

46. Attached as "Schedule 17" is a summary of the Receiver's professional fees and disbursements (the "Receiver's Fees") totaling \$148,100 plus GST for a total of \$156,600 for the period ended October 10, 2022 and McMillan's professional fees and disbursements (the "Receiver's Legal Fees") totaling \$39,500 plus GST for a total of \$41,500 for the period ended September 30, 2022. The Receiver Fees and the Receiver's Legal Fees are allocated between the Companies as follows:

Description	FMPC & Delta Dental		52 Dental Corporation		52 Wellness Centre Inc.		MDML	985842	Subtotal	GST	Total
	\$		\$		\$						
MNP Ltd.	\$ 63,357	\$	49,278	\$	14,079	\$	14,079	\$ -	\$ 140,793	\$ 7,040	\$ 147,833
MNP Ltd.	-		-		-		-	8,345	8,345	417	8,762
McMillan LLP	17,794		6,722		6,722		6,722	1,582	39,543	1,976	41,519
	\$ 81,151	\$	56,000	\$	20,802	\$	20,802	\$ 9,927	\$ 188,681	\$ 9,433	\$ 198,115

47. At the November 4 Hearing, the Receiver is seeking approval of the IR Fees, the IR Legal Fees, the Receiver's Fees and the Receiver's Legal Fees (collectively, the "**Professional Fees**"). The Professional Fees have been charged by the Interim Receiver, 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.

RECOMMENDATION AND CONCLUSION

48. The Second Report has been prepared to provide the Court with information on the following relief sought by the Receiver at the November 4 Hearing:

48.1. Approving the HS Agreements and the CBRE Agreement;

48.2. Approving the NAI Agreements;

48.3. 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;

48.4. Approving the Professional Fees;

48.5. Sealing the Confidential Report.; and

48.6. Finding F. Mouhamad and F. Ahmed to be in contempt of this Honourable Court.

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

All of which is respectfully submitted this 28th day of October 2022.

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




AFFIDAVIT OF Faissal Mouhamad SWORN October 3rd, 2022

I, Faissal Mouhamad, of the City of Red Deer, in the Province of Alberta, Make Oath and Say:

1. To the best of my knowledge I do not have a list of any Properties which might have been removed from the Dental Clinics.
2. To the best of my knowledge any Properties might have been removed from the Dental Clinics has been either returned to the Dental Clinics or provided to MNP

SWORN BEFORE ME at Red deer, Alberta, this 3rd day of ~~September~~ ^{October ✓}, 2022.

Faissal Mouhamad 


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

Dallin D. Higham
Student-at-Law
A Commissioner for Oaths
in and for Alberta

SCHEDULE 2

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

****IMMEDIATE ACTION REQUIRED****

VIA EMAIL: drmouhamad@hotmail.com

October 4, 2022

Dr. Faissal Mohamad

Dear Dr. Mohamad

RE: Faissal Mouhamad Professional Corporation, 52 Dental Corporation and Delta Dental Corp., 52 Wellness Centre Inc., Michael Dave Management Company – in Receivership

As you are aware, pursuant to paragraph 7.a. of the Court Order granted on September 29, 2022, you were required to provide a sworn affidavit to the Receiver by October 3, 2022 that included a list of all Records or Property that either you, Fetoun Ahmad or someone acting on your behalf removed from the Dental Clinics during the period commencing August 1, 2022 to the date of the September 29 Order (all capitalized terms are as defined in the Receivership Order or the September 29 Order).

We are in receipt of your Affidavit sworn on October 3, 2022 (your "Affidavit"). Your Affidavit does not comply with the requirements of the September 29 Order for the following reasons:

1. The Affidavit does not address records or property removed by Fetoun Ahmad or other individuals acting on your behalf; and
2. The Affidavit does not include a list of all Records or Property that were removed.

Based on the above noted deficiencies, we are of the view that the requirements of the September 29 Order have not been satisfied. Please provide a further affidavit addressing the Deficiencies by noon on October 5, 2022.

In addition to the above, we note the following issues of concern:

1. You arranged for a redirection of mail from the Delta Office (the "Mail Redirection"). The Mail Redirection has been terminated but we understand that select correspondence delivered to the Delta Office has been forwarded to you. This correspondence must be immediately remitted to the Receiver in its entirety regardless of whom the correspondence is addressed to. Please ensure this is received by the Receiver by the close of business today.
2. We note that you are advertising your services on the Facebook Page for South Hill Smiles Dental Care ("South Hill") and we have been informed that you are soliciting patients on WhatsApp. We have also been advised that you or parties acting on your behalf may be informing patients that the office known as Delta Office is now closed. Additionally, we understand that two employees formerly employed at the 52 Office have been retained by you to provide services at South Hill.

We reiterate to you that paragraph 6 of the September 29 Order prohibits you from soliciting staff or patients of the Delta Office or the 52 Office and paragraph 5 of the September 29 Order prohibits any

person from knowingly facilitating or participating in any breach of the Receivership Order or the September 29 Order. Failing to comply with an Order of the Court, can result a finding of contempt of court, consequences of which may include fines or imprisonment.

Please contact the undersigned if you have any questions.

Yours truly,

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



Vanessa Allen, CIRP, LIT
Senior Vice President

SCHEDULE 3

Vanessa Allen

From: Vanessa Allen
Sent: October 4, 2022 1:23 PM
To: faissal mouhamad
Cc: fetoun1@icloud.com; Adam C. Maerov - McMillan LLP (adam.maerov@mcmillan.ca); Kourtney Rylands
Subject: FMPC et. al. - in Receivership/ Immediate attention required

Faissal,

Our position remains unchanged and an updated Affidavit must be provided as requested. In our view, your actions constitute a breach of the Court Order and we will be reporting further on your actions to the Court. We strongly suggest that you review the requirements of the Court Order with your legal counsel.

Thanks very much,

Vanessa

Vanessa Allen, CIRP, LIT

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



From: faissal mouhamad <drmouhamad@hotmail.com>
Sent: October 4, 2022 11:05 AM
To: Vanessa Allen <Vanessa.Allen@mnp.ca>
Subject: Re: FMPC et. al. - in Receivership/ Immediate attention required

CAUTION: This email originated from outside of the MNP network. Be cautious of any embedded links and/or attachments.
MISE EN GARDE: Ce courriel ne provient pas du réseau de MNP. Méfiez-vous des liens ou pièces jointes qu'il pourrait contenir.

Hi Vanessa

We believe we are in compliance within the court order terms and should any of the Clinics material delivered to us by error will be returned to the receiver promptly

If you believe that any of the Clinics Properties is still missing, please provide such list and to I will revise my Affidavit to include my knowledges about such list

I am marketing my services on the public media and not intended to soliciting any of the Dental Clinics patients In the meantime, it is up to the Clinics owner who I may join in Red Deer or Calgary to market their services.

This should not constitute a breach of court orders

We have not made such statements that the Dental Clinics are closed.

We have not employed any of the Dental Clinics staff but we reserve the rights to recruit any individuals may apply for a position.

I hope this address your concerns should you have any further concerns please do not hesitate to email me

Regards

Get [Outlook for iOS](#)

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

Sent: Tuesday, October 4, 2022 10:06:47 AM

To: faissal mouhamad <drmouhamad@hotmail.com>

Cc: fetoun1@icloud.com <fetoun1@icloud.com>; Adam C. Maerov - McMillan LLP (adam.maerov@mcmillan.ca) <adam.maerov@mcmillan.ca>; Kourtney Rylands <kourtney.rylands@mcmillan.ca>

Subject: FMPC et. al. - in Receivership/ Immediate attention required

Please see the attached correspondence that requires your immediate attention.

Thanks very much,

Vanessa

Vanessa Allen, CIRP, LIT

SENIOR VICE PRESIDENT

CELL 403.477.9661

FAX 403.537.8437

1500, 640 - 5th Avenue SW

Calgary, AB

T2P 3G4

vanessa.allen@mnp.ca

mnpdebt.ca



Member of Praxity, AISBL

Global Alliance of Independent Firms

SCHEDULE 4

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

****URGENT REQUEST****

VIA EMAIL: southhillsmiles1@yahoo.com

October 3, 2022

South Hills Smiles Dental Care
130, 2085 50th Avenue
Red Deer, Alberta

Attention: Dr. Moussa Diakite and Dr. Satvik Patel

Dear Dr. Diakite and Dr. Patel.

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

As you may be aware, MNP Ltd. was appointed as the Receiver and Manager (the "Receiver") of all of Companies' current and future assets, undertakings and properties pursuant to a Receivership Order (the "Order") pronounced by the Court of King's Bench of Alberta (the "Court") on September 16, 2022. A copy of the Order and other publicly available documents in these proceedings are available on the Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.

FMPC operated a dental clinic located at 7151 50th Avenue in Red Deer, Alberta under the name "Delta Dental" (the "Delta Office") and 52 Dental operated a dental clinic located at 100, 3505 52nd Street SE, Calgary, Alberta under the name "52 Dental" (the "52 Office").

We bring your attention to the First Report of the Receiver filed on September 29, 2022 and an Order (Advice and Direction) that was granted by the Court on September 29, 2022 (the "September 29 Order"), a copy of which is attached for your reference. In particular, paragraph 6 of the September 29 Order prohibits Dr. Faissal Mouhamad from soliciting staff or patients of the Delta Office or the 52 Office and paragraph 5 of the September 29 Order prohibits any person from knowingly facilitating or participating in any breach of the Receivership Order or the September 29 Order.

Please note that failing to comply with an Order of the Court, can result a finding of contempt of court, consequences of which may include fines or imprisonment.

Please contact the undersigned if you have any questions.

Yours truly,

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



Vanessa Allen, CIRP, LIT
Senior Vice President

Encl.

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

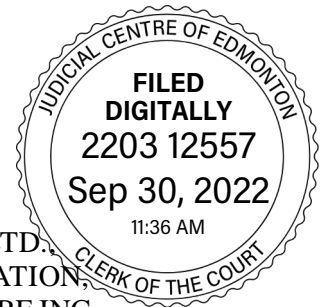
COURT FILE NUMBER 2203 12557

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ROYAL BANK OF CANADA

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



DOCUMENT **ORDER (ADVICE AND DIRECTION)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McMillan LLP
TD Canada Trust Tower
1700, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Attention: Adam Maerov/Kourtney Rylands/Preet Saini
Telephone: 403.531.4700
Fax: 403.531.4720
File No. 293571

DATE ON WHICH ORDER WAS PRONOUNCED: September 29, 2022

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice D.R. Mah

LOCATION OF HEARING: Edmonton Courts Centre

UPON THE APPLICATION of MNP Ltd., in its capacity as court-appointed receiver and manager (the “**Receiver**”) of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., Michael Dave Management Ltd. and 52 Wellness Centre Inc. (collectively, the “**Debtors**”); AND UPON reviewing the First Report of the Interim Receiver dated September 9, 2022 and the First Report of the Receiver dated September 29, 2022; AND UPON reviewing the receivership order granted by the Honourable Justice Mah on September 16, 2022 (the “**Receivership Order**”); AND UPON noting paragraph 31 of the Receivership Order permits the Receiver to apply to this Court for advice and directions in the discharge of its powers and duties; AND UPON reviewing the Affidavit of Service

confirming service on the service list contained therein (“**Service List**”); AND UPON hearing counsel for the Receiver and any other interested parties present;

IT IS HEREBY ORDERED THAT:

1. Capitalized terms used but not defined herein have the meanings given to such terms in the Receivership Order.
2. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.
3. Any party on the Service List as of September 29, 2022 may apply on notice to the Receiver and other parties on the Service List to vary this Order within 7 days after the date on which the Order is pronounced.
4. Paragraph 8 of the Receivership Order shall apply to Faissal Mouhamad and Fetoun Ahmad also known as Fetoun Ahmed (or anyone acting on their behalf) in each of their personal capacities in addition to their capacities as agents of the Debtors.
5. No Person (as defined in the Receivership Order) shall knowingly participate in, or facilitate, any breach of the Receivership Order or this Order, including without limitation, any breach of paragraph 8 of the Receivership Order.
6. Faissal Mouhamad is enjoined by paragraphs 8 and 9 of the Receivership Order, and this Order, from taking any of the following actions without the prior written consent of the Receiver:
 - a. soliciting or contacting staff or patients at the Debtors’ dental practices, including those located at 7151 50th Avenue in Red Deer, Alberta and 100, 3505 52nd Street SE, Calgary, Alberta (collectively, the “**Dental Clinics**”); and
 - b. entering the Dental Clinics or in any way dealing with the Property, other than the Controlled Substances (as defined in the Receivership Order).

7. Faissal Mouhamad is hereby directed to comply with paragraphs 4 to 6 of the Receivership Order, including by taking the following steps:
- a. providing the Receiver with a sworn Affidavit that includes a list of all Records or Property that either he, Fetoun Ahmad also known as Fetoun Ahmed or someone acting on their behalf have removed from the Dental Clinics during the period commencing August 1, 2022 to the date of this Order by no later than Monday October 3, 2022;
 - b. advising the Receiver forthwith of any Records or Property (as such terms are defined in the Receivership Order) that are or may be in the possession or control of Faissal Mouhamad and delivering all such Records and Property to the Receiver forthwith, including without limitation any Records or Property taken from any Clinic, provided that Faissal Mouhamad shall continue to remain in possession of any Controlled Substances in accordance with the Receivership Order;
 - c. cooperating with and assisting the Receiver by delivering and granting to the Receiver access to and possession of all Patient Records; and
 - d. preserving and not destroying, altering, deleting or modifying in any manner any Records or Patient Records in the possession or control of Faissal Mouhamad.
8. The Receiver is hereby authorized but not required to take reasonable steps to secure and dispose of any Controlled Substances of the Debtors or otherwise located at the Dental Clinics, and the Receiver shall not by reason of having taken such steps or any other reason be in possession or be deemed to be in possession of any such Controlled Substances.
9. The Receiver is awarded costs of this application against Faissal Mouhamad.



Justice of the Court of King's Bench

SCHEDULE 5



Delta Dental clinic



95 likes · 109 followers

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[Photos](#)

[Mentions](#)

Details

 Page · Dentist & Dental Office

SCHEDULE 6

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

****URGENT ****

VIA EMAIL: southhillsmile12@outlook.com

October 25, 2022

South Hills Smiles Dental Care
130, 2085 50th Avenue
Red Deer, Alberta

Attention: Dr. Faissal Mouhamad, Dr. Moussa Diakite and Dr. Satvik Patel

Dear Drs.

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

As you are aware, MNP Ltd. acts as Receiver and Manager (the "Receiver") of all of Companies' current and future assets, undertakings and properties pursuant to a Receivership Order (the "Receivership Order") pronounced by the Court of King's Bench of Alberta (the "Court") on September 16, 2022.

As you are also aware, FMPC and Delta Dental operated a dental clinic located at 7151 50th Avenue in Red Deer, Alberta under the name "Delta Dental" (the "Delta Office").

We have previously provided you with both the Receivership Order and a further Order (Advice and Direction) that was granted by the Court on September 29, 2022 (the "September 29 Order", collectively, the "Orders"). As previously indicated, the Orders prohibit Dr. Faissal Mouhamad from soliciting staff or patients of the Delta Office and paragraph 5 of the September 29 Order prohibits any person from knowingly facilitating or participating in any breach of the Orders.

It has been brought to our attention that a Facebook Page (the "FB Page") was created in the name of Delta Dental Clinic indicating that Delta Dental has moved to a new location and referring patients to South Hill Smiles. In addition, we have been advised that patients of Delta Dental have been directly contacted by both Fetoun Ahmed and staff members from South Hills Smiles with requests to rebook their cleanings at South Hills Smiles.

These activities are in contravention of the Orders. We advise that, at a hearing scheduled for November 3, 2022 (the "November 3 Hearing"), we will be seeking advice and direction from the Court regarding these activities and recommending that penalties be assessed against South Hills Smiles, Drs. Mouhamad, Diakite and Patel and F. Ahmed. We expect to file material with the Court in relation to the November 3 Hearing on October 27, 2022. Should you have additional information you wish to provide in relation to the concerns described above, we encourage you to bring them to our attention as soon as possible.

As we have previously advised you, failing to comply with an Order of the Court, can result a finding of contempt of court, consequences of which may include finer or imprisonment.

Yours truly,

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



Vanessa Allen, CIRP, LIT
Senior Vice President

cc.

Faissal Mohamad (drmouhamad@hotmail.com)
Fetoun Mohamad (fetoun1@icloud.com)
Khaled Alwalidahor (azza_kukhon@hotmail.com)

SCHEDULE 7

**Authority to Offer for Sale Dental Practice or Facility
Listing Agreement:**

This listing is exclusive between :

BROKERAGE: Tier Three Brokerage Ltd., 186 Robert Speck Parkway, Suite 200, Mississauga, Ontario, L4Z 3G1 (the "Listing Brokerage") and **SELLER(S):** MNP Ltd. in its capacity as Receiver and Manager of 52 Dental Corporation Corporation and not in its personal capacity (the "Seller")

In consideration of the Listing Brokerage listing for sale the dental practice known as 52 Dental (the "Practice"), located at 3505 52nd Street SE, Calgary, Alberta, the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent, **commencing** at 12:01 a.m. on the 4th day of November, 2022 **until** 11:59 p.m. on the 31st day of January, 2023 (the "Listing Period"). Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage, in accordance with the *Real Estate Act*, of Alberta 2000, CR-5 if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.

to offer the Practice **for sale** at a price of:

_____ (Cdn \$ _____)

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Practice.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the sale of the Practice or agreement to pay commission to any individual or organization including, but not limited to, other real estate or dental practice brokerages, for the sale of the Practice.

- DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes vendor and a "Buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. The "Practice" shall be deemed to include any part thereof or interest therein. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced or shown the Practice shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced or shown the Practice.
- COMMISSION:** In consideration of the Listing Brokerage listing the Practice and Premises for sale, the Seller agrees to pay the Listing Brokerage a **commission of 4.0% on the selling price, which will be reduced to 3% in the event that the sale is to the existing associate of the practice, Dr. Ghalib Hadi**, for any accepted offer to purchase the Practice from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement or such other terms and conditions as the Seller may accept.

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 30 days after the expiration of the Listing Period

(Holdover Period), so long as such agreement is with anyone who was introduced to the Practice from any source whatsoever during the Listing Period or shown the Practice during the Listing Period. If, however, the offer for the purchase of the Practice is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Practice. For greater certainty, the commission shall not be payable by the Seller if the Court of King's Bench of Alberta declines to approve an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf.

Any deposit in respect of any agreement where the transaction has been completed shall be held in trust by the Seller's legal counsel and will first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit becomes forfeited, awarded, directed or released to the Seller, the Seller then agrees to pay to the Listing Brokerage to retain as agreed compensation for services rendered, twenty-five (25%) per cent of the said deposit (but not to exceed the commission payable had a sale been consummated). The balance of the deposit will be released to the Seller.

All amounts set out as commission are to be paid plus applicable federal and provincial sales taxes on such commission.

3. **REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller further acknowledges that the Listing Brokerage may be listing other practices that may be similar to the Seller's Practice and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Practice.

4. **LEGAL REPRESENTATION:** The Seller acknowledges that they have, or will, engage properly qualified legal representation skilled in the drafting and interpretation of dental practice asset or share sale agreements. The Seller further acknowledges that the Brokerage is not skilled in the drafting or interpretation of these agreements. The Seller will not hold the Listing Brokerage responsible for any loss or damage resulting from the wording of such agreements.

The Seller acknowledges that they have, or will, engage properly qualified legal representation to advise them on all employment law issues relating to current or past employees of the Practice. The Seller further acknowledges that the Brokerage is not properly qualified to advise on any employment law issues. The Seller will not hold the Listing Brokerage responsible for any loss or damage resulting from employment issues.

5. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If the Seller fails to advise the Listing Brokerage of any enquiry during the Listing Period and said enquiry results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand

therefor.

6. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Practice during reasonable hours that will not be disruptive to the business operations within the Practice. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Practice during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or willful act.

7. **WARRANTIES:** The Practice is being offered for sale on an "as is, where is" basis with no representations or warranties in respect of such Practice. Any transaction will be subject to the approval of the Court of King's Bench of Alberta.

The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Practice for sale and that the Seller has informed the Listing Brokerage of any known third party interests or claims on the Practice such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Practice, which may affect the sale of the Practice.

8. **INDEMNIFICATION:** The Seller will not hold the Listing Brokerage responsible for any loss or damage to the Practice or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's negligence or willful misconduct. The Seller agrees to indemnify and save harmless the Listing Brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement.

9. **USE AND DISTRIBUTION OF INFORMATION:** Subject to compliance with all applicable law, the Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Practice including, but not limited to: listing and advertising the Practice using any medium including the Internet; disclosing Practice information to prospective buyers, and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller expressly permits the Brokerage to disclose all of the information contained in the practice appraisal to prospective purchasers.

10. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

11. **ELECTRONIC COMMUNICATION:** This Listing Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PRACTICE ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PRACTICE ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

_____ DATE: _____
(Authorized to bind the Listing Brokerage) (Name of Person Signing)

THIS AUTHORITY HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL AND HAVE RECEIVED A TRUE COPY OF THIS AGREEMENT. Any representations made by the Seller contained herein or in the development of the Practice appraisal document are true to the best of my knowledge, information and belief.



Signed, sealed and delivered I have hereunto set my hand and seal:

Name of Seller(s)

_____ * DATE: _____
(Signature of Seller/Authorized Signing Officer)

_____ * DATE: _____
(Signature of Seller/Authorized Signing Officer)

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Working with Tier Three Brokerage Ltd.

As dental practice brokers, our activities are governed in the Province of Alberta by the Real Estate Act 2000, CR-5, which applies to real estate transactions.

Real estate brokerages are governed by the legal concept of “agency.” An agent is legally obligated to look after the best interests of the person he or she represents. The agent must be loyal to that person. A real estate brokerage may be your agent – if you have clearly established an agency relationship with that brokerage through a written representation agreement. But often, you may assume such an obligation exists when it does not.

1. Seller representation ← Tier Three’s role with the Seller

When a real estate brokerage represents a seller, it must do what is best for the seller of a property. A written contract, called a listing agreement, creates an agency relationship between the seller and the brokerage and establishes seller representation. It also explains services the brokerage will provide, establishes a fee arrangement for the broker’s services and specifies what obligations a seller may have.

A seller’s agent must tell the seller anything known about a buyer. For instance, if a seller’s agent knows a buyer is willing to offer more for a property, that information must be shared with the seller. Confidences a seller shares with a seller’s agent must be kept confidential from potential buyers and others. Although confidential information about the seller cannot be discussed, a buyer working with a seller’s agent can expect fair and honest service from the seller’s agent and disclosure of pertinent information about the property.

2. Buyer representation

A real estate brokerage representing a buyer must do what is best for the buyer. A written contract, called a buyer representation agreement, creates an agency relationship between the buyer and the brokerage, and establishes buyer representation. It also explains services the brokerage will provide, establishes a fee arrangement for the broker’s services and specifies what obligations a buyer may have.

Typically, buyers will be obliged to work exclusively with that brokerage for a period of time. Confidences a buyer shares with the buyer’s agent must be kept confidential. Although confidential information about the buyer cannot be disclosed, a seller working with a buyer’s agent can expect to be treated fairly and honestly.

3. Multiple representation

Occasionally a real estate brokerage will represent both the buyer and the seller. The buyer and seller must consent to this arrangement in writing. Under this multiple representation arrangement, the brokerage must do what is best for both the buyer and the seller.

Since the brokerage’s loyalty is divided between the buyer and the seller who have conflicting

interests, it is absolutely essential that a multiple representation relationship be properly documented. Representation agreements specifically describe the rights and duties of everyone involved and any limitations to those rights and duties.

4. Customer service ← Tier Three's role with the Buyer

A real estate brokerage may provide services to buyers and sellers without creating buyer or seller representation. This is called "customer service." Under this arrangement, the brokerage has the ethical duty to deal fairly, honestly and with integrity; the legal duty to exercise due care when answering questions and providing information; and the legal duty to avoid misrepresentation, but is not obligated to do what is best for the buyer.

This relationship can be set out in a buyer or seller customer service agreement. Real estate negotiations are often complex and a brokerage may be providing representation and/or customer service to more than one seller or buyer.

The brokerage will disclose these relationships to each buyer and seller.

Who's working for you?

It is important that you understand who the broker is working for. For example, both the seller and the buyer may have their own agent which means they each have a broker who is representing them. Or, some buyers choose to contact the seller's agent directly. Under this arrangement the broker is representing the seller, and must do what is best for the seller, but may provide many valuable customer services to the buyer.

A broker working with a buyer may even be a "sub-agent" of the seller. Under sub-agency, both the listing brokerage and the co-operating brokerage must do what is best for the seller even though the sub-agent may provide many valuable customer services to the buyer.

If the brokerage represents both the seller and the buyer, this is multiple representation.

Industry Professional Standards of Conduct

It is important that the people understand the relationship they have with Tier Three Brokerage Ltd. There are numerous requirements and obligations for representation and customer service included in the Industry Professional Standards of Conduct which is administered by the Real Estate Council of Alberta. The standards require brokers to follow a particular set of behaviours and activities with regard to client information protection, service agreements, and their own personal conduct. You will find the full Professional Standards of Conduct and other useful information at www.reca.ca.

SCHEDULE 8

Authority to Offer for Sale Dental Practice or Facility Listing Agreement:

This listing is exclusive between :

BROKERAGE: Tier Three Brokerage Ltd., 186 Robert Speck Parkway, Suite 200, Mississauga, Ontario, L4Z 3G1 (the "Listing Brokerage") and **SELLER(S):** MNP Ltd. in its capacity as Receiver and Manager of Faissal Mouhamad Professional Corporation o/a Delta Dental, Delta Dental Corporation and Michael Dave Management Ltd. and not in its personal capacity (the "Seller")

In consideration of the Listing Brokerage listing for sale the dental practice and premises known as Delta Dental (the "Practice") and the premises located at 7151 50th Avenue in Red Deer, Alberta, the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent, **commencing** at 12:01 a.m. on the 4th day of November, 2022 **until** 11:59 p.m. on the 31st day of January, 2023 (the "Listing Period"). Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage, in accordance with the *Real Estate Act*, of Alberta 2000, CR-5 if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.

to offer the Practice and Premises **for sale** at a price of:

_____ (Cdn \$ _____)

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Practice.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the sale of the Practice or agreement to pay commission to any individual or organization including, but not limited to, other real estate or dental practice brokerages, for the sale of the Practice.

- 1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes vendor and a "Buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. The "Practice" shall be deemed to include any part thereof or interest therein. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced or shown the Practice shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced or shown the Practice.
- 2. COMMISSION:** In consideration of the Listing Brokerage listing the Practice and Premises for sale, the Seller agrees to pay the Listing Brokerage a **commission of 4.0% on the selling price, which will be reduced to 3% in the event that the sale is to an existing associate of the Practice**, for any accepted offer to purchase the Practice from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement or such other terms and conditions as the Seller may accept.

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 30 days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Practice from any source whatsoever during the Listing Period or shown the Practice during the Listing Period. If, however, the offer for the purchase of the Practice is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Practice. For greater certainty, the commission shall not be payable by the Seller if the Court of King's Bench of Alberta declines to approve an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf.

Any deposit in respect of any agreement where the transaction has been completed shall be held in trust by the Seller's legal counsel and will first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit becomes forfeited, awarded, directed or released to the Seller, the Seller then agrees to pay to the Listing Brokerage to retain as agreed compensation for services rendered, twenty-five (25%) per cent of the said deposit (but not to exceed the commission payable had a sale been consummated). The balance of the deposit will be released to the Seller.

All amounts set out as commission are to be paid plus applicable federal and provincial sales taxes on such commission.

3. **REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller further acknowledges that the Listing Brokerage may be listing other practices that may be similar to the Seller's Practice and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Practice.

4. **LEGAL REPRESENTATION:** The Seller acknowledges that they have, or will, engage properly qualified legal representation skilled in the drafting and interpretation of dental practice asset or share sale agreements. The Seller further acknowledges that the Brokerage is not skilled in the drafting or interpretation of these agreements. The Seller will not hold the Listing Brokerage responsible for any loss or damage resulting from the wording of such agreements.

The Seller acknowledges that they have, or will, engage properly qualified legal representation to advise them on all employment law issues relating to current or past employees of the Practice. The Seller further acknowledges that the Brokerage is not properly qualified to advise on any employment law issues. The Seller will not hold the Listing Brokerage responsible for any loss or damage resulting from employment issues.

5. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If the Seller fails to advise the Listing Brokerage of any enquiry during the Listing Period and said enquiry results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period

after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

- 6. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Practice during reasonable hours that will not be disruptive to the business operations within the Practice. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Practice during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or willful act.
- 7. **WARRANTIES:** The Practice is being offered for sale on an "as is, where is" basis with no representations or warranties in respect of such Practice. Any transaction will be subject to the approval of the Court of King's Bench of Alberta.

The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Practice for sale and that the Seller has informed the Listing Brokerage of any known third party interests or claims on the Practice such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Practice, which may affect the sale of the Practice.

- 8. **INDEMNIFICATION:** The Seller will not hold the Listing Brokerage responsible for any loss or damage to the Practice or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's negligence or willful misconduct. The Seller agrees to indemnify and save harmless the Listing Brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement.
- 9. **USE AND DISTRIBUTION OF INFORMATION:** Subject to compliance with all applicable law, the Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Practice including, but not limited to: listing and advertising the Practice using any medium including the Internet; disclosing Practice information to prospective buyers, and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller expressly permits the Brokerage to disclose all of the information contained in the practice appraisal to prospective purchasers.
- 10. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 11. **ELECTRONIC COMMUNICATION:** This Listing Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PRACTICE ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PRACTICE ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

_____ DATE: _____
(Authorized to bind the Listing Brokerage) (Name of Person Signing)

THIS AUTHORITY HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL AND HAVE RECEIVED A TRUE COPY OF THIS AGREEMENT. Any representations made by the Seller contained herein or in the development of the Practice appraisal document are true to the best of my

knowledge, information and belief.



Signed, sealed and delivered I have hereunto set my hand and seal:

Name of Seller(s)

(Signature of Seller/Authorized Signing Officer) * DATE: _____

(Signature of Seller/Authorized Signing Officer) * DATE: _____

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Working with Tier Three Brokerage Ltd.

As dental practice brokers, our activities are governed in the Province of Alberta by the Real Estate Act 2000, CR-5, which applies to real estate transactions.

Real estate brokerages are governed by the legal concept of “agency.” An agent is legally obligated to look after the best interests of the person he or she represents. The agent must be loyal to that person. A real estate brokerage may be your agent – if you have clearly established an agency relationship with that brokerage through a written representation agreement. But often, you may assume such an obligation exists when it does not.

1. Seller representation ← Tier Three’s role with the Seller

When a real estate brokerage represents a seller, it must do what is best for the seller of a property. A written contract, called a listing agreement, creates an agency relationship between the seller and the brokerage and establishes seller representation. It also explains services the brokerage will provide, establishes a fee arrangement for the broker’s services and specifies what obligations a seller may have.

A seller’s agent must tell the seller anything known about a buyer. For instance, if a seller’s agent knows a buyer is willing to offer more for a property, that information must be shared with the seller. Confidences a seller shares with a seller’s agent must be kept confidential from potential buyers and others. Although confidential information about the seller cannot be discussed, a buyer working with a seller’s agent can expect fair and honest service from the seller’s agent and disclosure of pertinent information about the property.

2. Buyer representation

A real estate brokerage representing a buyer must do what is best for the buyer. A written contract, called a buyer representation agreement, creates an agency relationship between the buyer and the brokerage, and establishes buyer representation. It also explains services the brokerage will provide, establishes a fee arrangement for the broker’s services and specifies what obligations a buyer may have.

Typically, buyers will be obliged to work exclusively with that brokerage for a period of time. Confidences a buyer shares with the buyer’s agent must be kept confidential. Although confidential information about the buyer cannot be disclosed, a seller working with a buyer’s agent can expect to be treated fairly and honestly.

3. Multiple representation

Occasionally a real estate brokerage will represent both the buyer and the seller. The buyer and seller must consent to this arrangement in writing. Under this multiple representation arrangement, the brokerage must do what is best for both the buyer and the seller.

Since the brokerage’s loyalty is divided between the buyer and the seller who have conflicting

interests, it is absolutely essential that a multiple representation relationship be properly documented. Representation agreements specifically describe the rights and duties of everyone involved and any limitations to those rights and duties.

4. Customer service ← Tier Three's role with the Buyer

A real estate brokerage may provide services to buyers and sellers without creating buyer or seller representation. This is called “customer service.” Under this arrangement, the brokerage has the ethical duty to deal fairly, honestly and with integrity; the legal duty to exercise due care when answering questions and providing information; and the legal duty to avoid misrepresentation, but is not obligated to do what is best for the buyer.

This relationship can be set out in a buyer or seller customer service agreement. Real estate negotiations are often complex and a brokerage may be providing representation and/or customer service to more than one seller or buyer.

The brokerage will disclose these relationships to each buyer and seller.

Who's working for you?

It is important that you understand who the broker is working for. For example, both the seller and the buyer may have their own agent which means they each have a broker who is representing them. Or, some buyers choose to contact the seller's agent directly. Under this arrangement the broker is representing the seller, and must do what is best for the seller, but may provide many valuable customer services to the buyer.

A broker working with a buyer may even be a “sub-agent” of the seller. Under sub-agency, both the listing brokerage and the co-operating brokerage must do what is best for the seller even though the sub-agent may provide many valuable customer services to the buyer.

If the brokerage represents both the seller and the buyer, this is multiple representation.

Industry Professional Standards of Conduct

It is important that the people understand the relationship they have with Tier Three Brokerage Ltd. There are numerous requirements and obligations for representation and customer service included in the Industry Professional Standards of Conduct which is administered by the Real Estate Council of Alberta. The standards require brokers to follow a particular set of behaviours and activities with regard to client information protection, service agreements, and their own personal conduct. You will find the full Professional Standards of Conduct and other useful information at www.reca.ca.

SCHEDULE 9

EXCLUSIVE SALE LISTING AGREEMENT

TO: CBRE LIMITED
Suite 1995 Manulife Place
10180 - 101 Street
Edmonton, Alberta, T5J 3S4

Attention: Mr Dave Young

Dear Sir:

Re: Municipal Address 7151 50th Street, Red Deer, Alberta (the "Property")
Re: Legal Description: Plan 2223KS; Block 1; Lot 4A (the "Property")

This Agreement shall be governed and constructed in accordance with the laws of the Province of Alberta. If any provision is invalid or unenforceable in any jurisdiction where this agreement is to be performed, such provision shall be deemed deleted and the remaining portions of this Agreement shall remain valid and binding.

1. In consideration of CBRE LIMITED ("CBRE") agreeing to use reasonable commercial efforts to sell the Property in connection with an agreement between MNP Ltd. and Henry Schein Tier Three Brokerage Ltd., MNP Ltd. In its sole capacity as Receiver and Manager ("MANAGER") of Faissal Mouhamad Professional Corporation o/a Delta Dental, Delta Dental Corporation, 52 Dental Corporation, 52 Wellness Centre Inc., Michael Dave Management Ltd. and 985842 Alberta Ltd. hereby authorizes CBRE as its Exclusive Agent to sell the Property on the terms and conditions as may be agreed upon between CBRE and MANAGER or as may be agreed upon between MANAGER and a prospective purchaser.
2. The Commission shall be calculated on the following basis, (the "Commission"):
 - a) For a sale transaction, the commission (the "Commission") shall be calculated on the basis of four percent (4.00%) of the Gross Sale Price (as defined below) for the Property plus GST. The Commission will be reduced to 3% in the event that the sale is to an existing associated of the dental practice known as Delta Dental.

The Commission shall be paid by MNP LTD. to CBRE Limited on the completion of the Sale (as defined below) of the Property and such Commission shall be deducted from the deposit monies, with any balance payable from the sale proceeds and the MANAGER hereby assigns to CBRE Limited such portion of the sale proceeds to pay the balance of the Commission. In the event of a Sale, all documents necessary to complete the transfer of the Property shall be prepared at MANAGER's expense.

It is understood that CBRE shall be responsible for and shall pay for all sales promotion. For the purposes of showing the Property, MANAGER agrees to give CBRE quick and convenient access at reasonable times.

3. This is an Exclusive Sale Listing and should a sale be made by whomsoever during the currency hereof, or as a result of negotiations originating during such currency, the Commission shall be payable to CBRE.
4. CBRE agrees to accept registrations, and co-operate with brokers on a Commission-sharing basis introducing prospective tenants, with whom CBRE is not already in contact, to the Property. The co-operating broker shall receive a Commission, as outlined in section 2A above.
6. Any Goods and Services Taxes (GST) payable in the net sale price of the Property shall be payable by the purchaser and collectable by MANAGER and are in addition to the purchase price. It is also understood that any GST payable on Commissions and Overrides shall be payable by MANAGER and collectable by CBRE and are in addition to the Commission or Override.
7. CBRE shall be allowed to erect "For Sale and or "Sold By" signs on the Property (Not Applicable)
8. MANAGER agrees to pass on to CBRE all enquiries received by it with regard to the sale of the Property.
9. We, MANAGER hereby charge the lands on which the Property is situated with any Commission earned in accordance with this Agreement and CBRE may at any time file a Caveat on the aforesaid lands to protect its rights to Commission or Override under this Agreement.
10. We agree that if any purchase agreement provides for deposits to be paid to CBRE (hereinafter, collectively the "**Deposit**"), the deposit will be held by CBRE in its trust account. We authorize CBRE to deduct earned commission and other amounts that may be or become owing by us to CBRE hereunder from any such deposit held when such commission becomes payable. In the event of a sale not being completed as result of a default by the purchaser, and the deposit being forfeited by the purchaser, we hereby authorize CBRE to deduct and pay itself one-half of the deposit, up to a sum equivalent to the commission and other amounts that may be or become owing by us to CBRE. The remaining balance of the deposit shall then be paid to us.
11. Within three (3) weeks after the expiry of this agreement CBRE shall provide MANAGER with a list of Applicants for the building and shall a sale be negotiated within 60 days of the expiry herein CBRE will be paid a fee as outlined in the agreement.
12. This listing shall remain in full force and effect until January 31, 2023 from the date hereof.

13. For the purposes of this Exclusive Listing Agreement, the following terms shall have the following meanings:

“Gross Sale Price” means the full, true aggregate consideration, exclusive of GST, without duplication, received or receivable by MANAGER, or paid or payable to or at the direction of MANAGER, in consideration of the Sale of the Property, denominated in Canadian dollars.

“Sale” means any sale, exchange or trade of the Property or any interest therein, directly or indirectly, by MANAGER and includes, without limitation, any trade of Property or any issue or transfer of shares or other securities which results in any direct or indirect change of legal or beneficial ownership of any of the shares of OWNER, whether by sale, exchange or trade of such shares or by way of merger, amalgamation, or reorganization of MANAGER.

Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand to the party to which it is to be given as follows:

If to CBRE Limited:

CBRE LIMITED
1995 Manulife Place
10180 – 101 Street
Edmonton, Alberta T5J 3S4
Attention: Mr. Dave Young

dave.young@cbre.com

If to:

MNP LTD. in its sole capacity as Receiver and Manager of Faissal Mouhamad Professional Corporation o/a Delta Dental, Delta Dental Corp., 52 Dental Corporation, 52 Wellness Centre Inc., Michael Dave Management Ltd. and 985842 Alberta Ltd. and not in its personal capacity
1500, 640-5th Avenue SW
Calgary, Alberta T2P 3G4
Attention: Vanessa Allen, CIRP, LIT (Senior Vice President)

vaneesa.allen@mnp.ca

This Agreement constitutes the entire agreement between the MANAGER and CBRE and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both the MANAGER and CBRE. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the parties hereto.

The signature page forms part of the Exclusive Sale and Lease Listing Agreement between CBRE Limited and MNP LTD. for 7151- 50TH Avenue, Red Deer, Alberta

DATED at Calgary, Alberta this ____ day of _____, 2022.

MNP LTD., in its sole capacity as Receiver and Manager of Faissal Mouhamad Professional Corporation o/a Delta Dental, Delta Dental Corp., 52 Dental Corporation, 52 Wellness Centre Inc., Michael Dave Management Ltd. and 985842 Alberta Ltd. and not in its personal capacity

Per: _____
I have the authority to bind the Company

ACCEPTED at Edmonton, Alberta this ____ day of _____, 2022.

CBRE LIMITED

Per: _____
I have the authority to bind the Company

SCHEDULE 10

EXCLUSIVE AGREEMENT TO LIST

TO: NAI Commercial Real Estate Inc.
4601 - 99 Street
Edmonton, AB T6E 4Y1

(hereinafter referred to as the " Brokerage")

Re: 100, 3505 52 Street SE, Calgary, AB

PLAN 9910835
BLOCK 39
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the " Premises")

In consideration of the Brokerage agreeing to list and market the Premises, , **MNP Ltd., in its capacity as Receiver of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 9859842 Alberta Ltd. and not in its personal capacity** (the "Receiver"), hereby requests, authorizes and empowers the Brokerage to list and market the Premises on the following terms and conditions set out in this exclusive listing agreement.

Sale Details:

1. Asking Sale Price: _____
2. Possession: Negotiable

This is an EXCLUSIVE listing and should a sale be made by anybody (including the Receiver) during the currency of this listing, or as a result of:

1. negotiations originating during the currency of this listing whether or not the Brokerage takes part in such negotiations; or
2. an introduction by the Brokerage of a person, firm or corporation to the Receiver prior to the expiry of this listing, notwithstanding that such sale is executed after the expiry of the term of this listing; then

the Receiver agrees to pay the Brokerage in accordance with this listing agreement a commission of **three (3%) percent** of the Purchase Price plus any applicable G.S.T., such commission and G.S.T. payable upon the Closing Date. This commission will be reduced to 1.5% in the event that the Premises are sold to Dr. Ghalib Hadi.

As agreed compensation for services rendered, fifty (50%) percent of any forfeited deposits are payable to the Brokerage, but not to exceed the commission payable, plus any applicable G.S.T. had the sale been concluded.

In the event that the sale of the Premises is not approved by the Court of King's Bench of Alberta (the "Court"), then no commission shall be payable to the Brokerage provided that the Receiver will at all times make commercially reasonable efforts to obtain Court approval of the sale.

Once a commission has been earned as outlined in this listing agreement, the Brokerage shall have the right to deduct such commission from any deposit held by it in its trust account.

The Receiver authorizes the Brokerage to use, disclose and retain all information provided for all purposes relating to the listing and marketing of the Premises including:

- a) Advertising the Premises in any medium including electronic media;
- b) Disclosing Premises information to prospective tenants/buyers or other agents; and
- c) Such other use of the Landlord's information as is consistent with listing and marketing the Premises.

The Receiver agrees that the Brokerage may show the Premises at all reasonable times on prior notice to the Receiver, and further agrees to ensure that the Brokerage shall have quick and convenient access at all reasonable times for such purpose. The Brokerage shall also have the right to place suitable "For Sale" signs on the Premises and the subject lands during the currency of this listing. When the property is advertised on the web or additional services such as ICX or MLS the Brokerage is hereby instructed to continue to market the property for sale during any conditional offer periods to promote additional interest.

The Brokerage shall be held harmless for any loss or damage to the premises or the contents thereof due to fire, theft, vandalism or from any other cause whatsoever, except if such loss is due to the negligence of the Brokerage. The Receiver shall not indemnify the Brokerage with respect to any representations, statements or inducements, without limitation, made by Brokerage to any party, which representations, statements or inducements do not accurately reflect the information provided to Brokerage by the Receiver. The Brokerage shall not make any statement whatsoever as to the status and/or condition, environmental or otherwise, of any lands adjoining or in the vicinity of the Premises.

The laws of the Province of Alberta shall govern this listing agreement.

This listing shall remain in full force and effect until 5:00 p.m., March 31st, 2023. After such date, this listing agreement shall continue on a month-to-month basis until cancelled by either party on 30 days written notice.

The Receiver agrees to provide all detail and information regarding the Premises in its possession and acknowledges that it has not withheld any material information relating to the Premises from the Brokerage. The parties certify that they have full power and authority to enter into this listing agreement and acknowledge having read this listing agreement and having received a copy of it on this date.

DATED at the City of Calgary, in the Province of Alberta this ____ day of _____, 2022.

MNP Ltd., in its capacity as Receiver of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 9859842 Alberta Ltd. and not in its personal capacity

Per _____

AGREED AND ACCEPTED, at the City of Edmonton, in the Province of Alberta, this _____ day of _____, 2022.

NAI COMMERCIAL REAL ESTATE INC.

Per _____

SCHEDULE 11

EXCLUSIVE AGREEMENT TO LIST

TO: NAI Commercial Real Estate Inc.
4601 - 99 Street
Edmonton, AB T6E 4Y1

(hereinafter referred to as the " Brokerage")

Re: 108, 5205 Power Center Boulevard in Drayton Valley, AB

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

(hereinafter referred to as the " Premises")

In consideration of the Brokerage agreeing to list and market the Premises, , **MNP Ltd., in its capacity as Receiver of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 9859842 Alberta Ltd. and not in its personal capacity** (the "Receiver"), hereby requests, authorizes and empowers the Brokerage to list and market the Premises on the following terms and conditions set out in this exclusive listing agreement.

Sale Details:

1. Asking Sale Price: _____
2. Possession: Negotiable

This is an EXCLUSIVE listing and should a sale be made by anybody (including the Receiver) during the currency of this listing, or as a result of:

1. negotiations originating during the currency of this listing whether or not the Brokerage takes part in such negotiations; or
2. an introduction by the Brokerage of a person, firm or corporation to the Receiver prior to the expiry of this listing, notwithstanding that such sale is executed after the expiry of the term of this listing; then

the Receiver agrees to pay the Brokerage in accordance with this listing agreement a commission of **three (5%) percent** of the Purchase Price plus any applicable G.S.T., such commission and G.S.T. payable upon the Closing Date. This commission will be reduced to 2.5% in the event that the Premises are sold to Puneet Kohli Professional Dental Corporation or a related entity to the existing tenant.

As agreed compensation for services rendered, fifty (50%) percent of any forfeited deposits are payable to the Brokerage, but not to exceed the commission payable, plus any applicable G.S.T. had the sale been concluded.

In the event that the sale of the Premises is not approved by the Court of King's Bench of Alberta (the "Court"), then no commission shall be payable to the Brokerage provided that the Receiver will at all times make commercially reasonable efforts to obtain Court approval of the sale.

Once a commission has been earned as outlined in this listing agreement, the Brokerage shall have the right to deduct such commission from any deposit held by it in its trust account.

The Receiver authorizes the Brokerage to use, disclose and retain all information provided for all purposes relating to the listing and marketing of the Premises including:

- a) Advertising the Premises in any medium including electronic media;
- b) Disclosing Premises information to prospective tenants/buyers or other agents; and
- c) Such other use of the Landlord's information as is consistent with listing and marketing the Premises.

The Receiver agrees that the Brokerage may show the Premises at all reasonable times on prior notice to the Receiver, and further agrees to ensure that the Brokerage shall have quick and convenient access at all reasonable times for such purpose. The Brokerage shall also have the right to place suitable "For Sale" signs on the Premises and the subject lands during the currency of this listing. When the property is advertised on the web or additional services such as ICX or MLS the Brokerage is hereby instructed to continue to market the property for sale during any conditional offer periods to promote additional interest.

The Brokerage shall be held harmless for any loss or damage to the premises or the contents thereof due to fire, theft, vandalism or from any other cause whatsoever, except if such loss is due to the negligence of the Brokerage. The Receiver shall not indemnify the Brokerage with respect to any representations, statements or inducements, without limitation, made by Brokerage to any party, which representations, statements or inducements do not accurately reflect the information provided to Brokerage by the Receiver. The Brokerage shall not make any statement whatsoever as to the status and/or condition, environmental or otherwise, of any lands adjoining or in the vicinity of the Premises.

The laws of the Province of Alberta shall govern this listing agreement.

This listing shall remain in full force and effect until 5:00 p.m., March 31st, 2023. After such date, this listing agreement shall continue on a month-to-month basis until cancelled by either party on 30 days written notice.

The Receiver agrees to provide all detail and information regarding the Premises in its possession and acknowledges that it has not withheld any material information relating to the Premises from the Brokerage. The parties certify that they have full power and authority to enter into this listing agreement and acknowledge having read this listing agreement and having received a copy of it on this date.

DATED at the City of Calgary, in the Province of Alberta this ____ day of _____, 2022.

MNP Ltd., in its capacity as Receiver of Faissal Mouhamad Professional Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Dental Corporation, 52 Wellness Centre Inc. and 9859842 Alberta Ltd. and not in its personal capacity

Per _____

AGREED AND ACCEPTED, at the City of Edmonton, in the Province of Alberta, this _____ day of _____, 2022.

NAI COMMERCIAL REAL ESTATE INC.

Per _____

SCHEDULE 12

Faissal Mouhamad Professional Corporation ("FMPC") and Delta Dental Corp. ("DDC")
Interim Statement of Receipts and Disbursements
For the Period Ended October 25, 2022

		Notes
Receipts:		
Accounts receivable	\$ 197,880	1
Cash held in financial institutions	90,177	2
Total receipts:	288,058	
Disbursements:		
Contractor fees	142,037	3
Payroll	40,618	4
Operating expenses	20,983	
Appraisal	5,000	
Miscellaneous expenses	2,284	
Utilities	1,048	
GST Paid	491	
Total disbursements:	212,462	
Net available cash:	\$ 75,596	5

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 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. Represents payments to dentists, hygienists and contractors.
4. Represents payroll prior to the Receivership Date, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives.
5. In addition to the amount reflected above, selected accounts receivable continue to be collected into the DDC Account, which was set to deposit only. The DDC Account had a balance of \$500.09 as at October 12, 2022.

SCHEDULE 13

52 Dental Corporation ("52 Dental")
Interim Statement of Receipts and Disbursements
For the Period Ended October 25, 2022

		<u>Notes</u>
Receipts:		
Cash held in financial institutions	\$ 91,944	1
Accounts receivable	179,451	2
Total receipts:	<u>271,395</u>	
Disbursements:		
Contractor fees	130,502	3
Payroll	71,334	4
Operating expenses	27,477	
Insurance	1,760	
Miscellaneous disbursements	1,484	
GST Paid	412	
Total disbursements:	<u>232,969</u>	
Excess of receipts over disbursements:	38,426	
Net available cash:	<u><u>\$ 38,426</u></u>	

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 52 Wellness' account with Scotiabank (the "52 Account") since the date of interim receivership.
2. Represents amounts collected from patients and their insurance providers.
3. Represents payments to dentists and hygienists who are retained on a contract basis.
4. Represents payroll, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives.
5. In addition to the amount reflected above, selected accounts receivable continue to be collected into the 52 Account, which was set to deposit only. The 52 Account had a balance of \$490.82 as at October 12, 2022.

SCHEDULE 14

52 Wellness Centre Inc. ("52 Wellness")
Receiver's Interim Statement of Receipts and Disbursements
For the Period Ended October 25, 2022

		<u>Notes</u>
Receipts:		
Rent	\$ 4,528	1
GST collected	226	
Total receipts:	<u>4,755</u>	
Disbursements:		
Property management	<u>2,000</u>	2
Total disbursements:	<u>2,000</u>	
Excess of receipts over disbursements:	2,755	
Net available cash:	<u><u>\$ 2,755</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 collected from tenants of the property located 100, 3505 52nd Street SE in Calgary, Alberta (the "52 Building").
2. Represents a deposit paid to Veranova Properties to provide property management services for the 52 Building.

SCHEDULE 15

985842 Alberta Ltd. ("985842")
Interim Statement of Receipts and Disbursements
For the Period Ended October 25, 2022

		<u>Notes</u>
Receipts:		
Rent	\$ 5,360	1
GST collected	268	
Total receipts:	<u>5,628</u>	
Disbursements:		
Miscellaneous	412	
GST paid	21	
Total disbursements:	<u>433</u>	
Excess of receipts over disbursements:	5,195	
Net available cash:	<u><u>\$ 5,195</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.

SCHEDULE 16

**In the Matter of the Interim Receivership of
Faissal Mouhamad Professional Corporation ("FMPC") o/a Delta Dental, Delta Dental Corp. ("Delta Dental") and 52 Dental Corporation
Summary of Professional Fees and Disbursements**

MNP Ltd.

Invoice Date	Invoice Number	Description	FMPC & Delta Dental	52 Dental Corporation	Subtotal	GST	Total
September 27, 2022	9552882	Period ended September 13, 2022	\$ 38,813	\$ 31,756	\$70,569	\$3,528	\$74,097
			38,813	31,756	70,569	3,528	74,097

McMillan LLP

Invoice Date	Invoice Number	Description	FMPC & Delta Dental	52 Dental Corporation	Subtotal	GST	Total
September 22, 2022	3017049	For the period ended August 31, 2022	6,064	6,064	12,127	606	12,733
			6,064	6,064	12,127	606	12,733

Total Professional Fees and Disbursements			\$ 44,876	\$ 37,819	\$82,696	\$4,135	\$86,830
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SCHEDULE 17

**In the Matter of the Receivership of
Faissal Mouhamad Professional Corporation ("FMPC") o/a Delta Dental, Delta Dental Corp., 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
October 11, 2022	10616319	For the period ended October 10, 2022	\$ 63,357	\$ 49,278	\$ 14,079	\$ 14,079	\$ -	\$ 140,793	\$ 7,040	\$ 147,833
October 11, 2022	10616478	For the period ended October 10, 2022	-	-	-	-	8,345	8,345	417	8,762
			63,357	49,278	14,079	14,079	8,345	149,138	7,457	156,595

McMillan LLP

Invoice date	Invoice number	Description	PC & Delta Dental	ental Corporation	Illness Centre Inc.	MDML	985842	Subtotal	GST	Total
October 11, 2022	574727	For the period ended September 30, 2022	17,794	6,722	6,722	6,722	1,582	39,543	1,976	41,519
			17,794	6,722	6,722	6,722	1,582	39,543	1,976	41,519

Total Professional Fees and Disbursements

\$ 81,151	\$ 56,000	\$ 20,802	\$ 20,802	\$ 9,927	\$ 188,681	\$ 9,433	\$ 198,115
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