

COURT FILE NO. 2203-12557 **Clerk's Stamp**

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ROYAL BANK OF CANADA

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

DOCUMENT SUPPLEMENT TO THE THIRD REPORT OF THE RECEIVER AND
MANAGER OF FAISSAL MOUHAMAD PROFESSIONAL
CORPORATION, DELTA DENTAL CORP. MICHAEL DAVE
MANAGEMENT LTD., 52 DENTAL CORPORATION, 52 WELLNESS
CENTRE INC. AND 985842 ALBERTA LTD.

DATED January 10, 2023

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Counsel
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MNP Ltd.
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INTRODUCTION AND BACKGROUND

- 1 Pursuant to Orders granted by the Court of King's Bench of Alberta the "**Court**") on September 16, 2022 and September 29, 2022, MNP Ltd. was appointed as Receiver and Manager (the "**Receiver**") over all of the current and future assets, undertakings and property of Faissal Mouhamad Professional Corporation o/a Delta Dental, Delta Dental Corp., 52 Dental Corporation ("**52 Dental**"), 52 Wellness Centre Inc. ("**52 Wellness**"), Michael Dave Management Ltd. and 985842 Alberta Ltd. (collectively, the "**Companies**").

NOTICE TO READER

2. 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.
3. All amounts included herein are in Canadian dollars unless otherwise stated.

PURPOSE OF THE REPORT

4. This report constitutes the Supplement to the Third Report of the Receiver (the "**Supplemental Report**"). The Supplemental Report is intended to be read in conjunction with the Third Report of the Receiver dated January 3, 2023 (the "**Third Report**"). It is being provided in support of the Receiver's applications to this Honourable Court returnable at a hearing on January 11, 2023 (the "**January 11 Hearing**") requesting, among other relief, the sale of real property (the "**52 Building Sale**") located at 3505 52nd Street SE in Calgary, Alberta (the "**52 Building**") and the sale of the dental practice known as "52 Dental" (the "**52 Dental Sale**"), both to the NDC Group Inc. and V. Tran and T. Sivanantha Professional Corporation (collectively, the "**NDC Group**").

THE 52 BUILDING

5. The 52 Building is a two-story, 14,035 square foot professional/ medical building. The 52 Building houses the dental practice known as “52 Dental” as well as four other commercial tenants. One of these tenants is known as United Digital Dental (“**UDD**”) and occupies an approximately 1,278 square foot space in unit 204 (the “**Premises**”). UDD describes itself as a full-service dental lab.
6. The Receiver is not aware of the existence of any written lease between UDD and 52 Wellness. Following the receivership of 52 Wellness, the Receiver retained Newmark Knight Frank Canada Ltd. to complete an appraisal for the 52 Building as well as an opinion on the market lease rate(s) for the units in the 52 Building (the “**52 Lease Opinion**”). Based on the 52 Lease Opinion, the Receiver requested that UDD pay rent and execute a month-to-month lease agreement with the Receiver (the “**Proposed Lease**”) following which the Receiver was advised as follows:
 - 6.1. UDD took up tenancy in the Premises on the basis that work would be referred to UDD by Dr. Faissal Mouhamad (“**F. Mouhamad**”) as the primary dentist at 52 Dental (as noted in the Third Report, F. Mouhamad is also the principal of many of the Companies). As such, UDD viewed their continued tenancy as uncertain; and
 - 6.2. UDD had not negotiated specific lease terms with 52 Wellness and, as such, UDD was unwilling to commit to an established lease rate or pay rent, pending the sale of the 52 Building.
7. UDD has not paid rent during the receivership proceedings and has been unwilling to execute the Proposed Lease. The proposed purchaser of the 52 Building does not wish to acquire the 52 Building subject to an uncertain and undocumented oral arrangement with UDD. As such, in conjunction with the Receiver’s application for the 52 Building Sale, the Receiver is seeking an Order discharging any subsisting offers to lease, agreements to lease, leases, oral leases, renewal of leases, tenancy agreements, rights of occupation, licenses or other occupancy agreements that may exist between 52 Wellness and UDD. UDD may still enter into a new agreement with the NDC Group, at the discretion of those parties.

THE PATTERSON AGREEMENTS

8. The Third Report references a conditional sales contract in respect of equipment in use at 52 Dental, which was known by Patterson Dental Canada, Inc. (“**Patterson**”) as agreement no. 731575 (“**Agreement 731575**”). Patterson has advised the Receiver that, as at December 20, 2022, Agreement 731575 had an outstanding balance of approximately \$332,700. A copy of Agreement 731575 is attached hereto as “Schedule 1”. The clinical equipment included in Agreement 731575 is the subject of a Master Lease Agreement between F. Mouhamad and 52 Dental (the “**Master Lease**”), a copy of which is attached hereto as “Schedule 2”.

9. A second conditional sales contract was executed between Patterson and F. Mouhamad, which was known by Patterson as agreement no. 732002 (“**Agreement 732002**”). Patterson has advised the Receiver that, as at December 20 2022, Agreement 732002 had an outstanding balance of approximately \$37,900. A copy of Agreement 731575 is attached hereto as “Schedule 3”. Agreement 732002 relates to a single piece of equipment known as a DI Scanner Primescan (the “**Scanner**”). The Scanner is not subject to the Master Lease. The Receiver previously reviewed the equipment held at the 52 Dental clinic but did not identify the Scanner as being in use at that clinic. Following further communications with F. Mouhamad and the contractors at 52 Dental, the Receiver has now confirmed that the Scanner is part of the equipment in use at the 52 Dental clinic and marketed by Henry Schein and is included in the 52 Dental Sale.
10. Attached as “Schedule 4” is a search of the Alberta Personal Property registry for 52 Dental from January 3, 2023 (the “**Jan 3 PPR**”). The Jan 3 PPR does not reflect any registrations by either Patterson or F. Mouhamad. Attached as “Schedule 5” is a search of the Alberta Personal Property Registry for 52 Dental from January 10, 2023, which reflects a registration by Patterson pursuant to an amendment to their initial registration (against F. Mouhamad) made on January 4, 2023.
11. The Receiver’s legal counsel has reviewed Agreements 731575, 730002 and the Master Lease, which may be the subject of a further application for advice and direction. As noted in the Third Report, the Receiver is not seeking to distribute any of the net sale proceeds from the 52 Dental Sale at this time. All funds will be held in trust pending but a further determination as to each party’s interest in 52 Dental’s assets, including the equipment subject to Agreements 731575 and 732002 and the Master Lease (collectively, the “**Patterson Equipment**”). As such the net sale proceeds from the 52 Dental Sale may still be subject to further applications regarding the validity or priority of the various claims or the allocation of professional fees between the various claimants, including Patterson and the other creditors of 52 Dental. Also as noted in the Third Report, the Receiver has notified F. Mouhamad that it will proceed with the 52 Dental Sale, including the Patterson Equipment. Attached as “Schedule 6” is correspondence between the Receiver and F. Mouhamad dated January 9, 2023 confirming that F. Mouhamad is supportive of this course of action.
12. Shortly following the commencement of the receivership of 52 Dental, the Receiver had initial discussions with Patterson including the provision of services and supplies by Patterson during the receivership proceedings and the existence of Agreements 731575 and 732002. The Receiver indicated that its intention was to conduct a sale process for the assets of 52 Dental, including any of the Patterson Equipment in the Receiver’s possession. The Receiver understood that Patterson might be receptive to the inclusion of the Patterson Equipment in such a sale or the assignment of Agreements 731575 and 732002 to a purchaser. The inclusion of the Patterson Equipment is a requirement for the sale of the 52 Dental practice as it represents the bulk of the clinical equipment in use at 52 Dental, which was marketed as a going concern.

13. Patterson has been aware of the receivership proceedings since their inception and was included in the service list at all relevant times. Patterson did not object to the listing of 52 Dental for sale, as approved by this Honourable Court on November 4, 2022.
14. The Receiver understands that Patterson intends to bring an application at the January 11 Hearing to have the Master Lease determined to be a true lease. As the Receiver is not seeking approval to distribute the net sale proceeds from the 52 Dental Sale at the January 11 Hearing and as the form of Approval and Vesting Order that the Receiver is seeking in respect of the 52 Dental Sale would be expressly made without prejudice to Patterson's right to seek such a determination at a later date, the Receiver is of the view that any determination regarding Agreements 731575, 732002 and the Master Lease may be addressed at a subsequent Court application.


CONCLUSION

15. The Supplemental Report has been prepared to provide the Court with additional information on the 52 Building Sale and the Patterson Equipment.

All of which is respectfully submitted this 10th day of January 2023.

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

Per: _____


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

SCHEDULES

SCHEDULE 1



Balance of Purchase Price Contract - Security Agreement

Effective Date: April 28, 2022

731575

Seller Name: PATTERSON DENTAL CANADA, INC.
Address: 1205 Henri-Bourassa Blvd. West
Address: Montreal, Quebec H3M 3E6

Individual Buyer(s) and Address Name: Dr. Faissal Mouhamad
52 Dental Centre
Address: 3505 52nd Street NE, Suite 100
Calgary, AB, T2B 3R3

This Balance of Purchase Price Contract - Security Agreement ("Agreement") is entered into by and between the Seller and Buyer(s) above (collectively "Buyer") as of the Effective Date. Seller and Buyer agree as follows:

1. Property Sold Seller hereby sells and Buyer (jointly and severally, if more than one) hereby purchases the Property described on the attached Schedule A(s) (together with all present and future accessions, attachments, enhancements, accessories, additions, supplements, improvements, spare parts, substitutions, replacements, exchanges and trade-ins, thereto or thereof (if any) as well all proceeds of any of the foregoing in whatever form, including any chattel paper, documents of title, goods, instruments, intangibles, money, fixtures or investment property, including amounts payable under insurance policies, the "Property") at the price described below. Buyer has elected not to pay the Unpaid Balance stated below on the Effective Date but rather to make installment payments in accordance with Section 3 hereof.

2. Time Sale Price Computation

Table with 2 columns: Description and Amount. Rows include: a. Price (\$357,128.30), b. Taxes (If Any) (\$17,856.42), c. Official Fees (\$100.00), d. Installation Charges (\$-), e. Total Price (\$375,084.72), f. Trade-in (If Buyer is not required to collect GST/HST/QST, deduct from Total Price) (\$-), g. Down Payment (1) Cash (\$51,823.59), (2) Trade-in where Buyer is required to collect for GST/HST/QST (\$-), (3) Total Down Payment (1)+(2) (\$51,823.59), h. Unpaid Balance (a. + b. + c. + d. -g.) (\$323,261.13), i. Annual Interest Rate (per annum) (4.50%), j. Total Interest (\$48,544.67), k. Total Credit Charges for the Original Term (c+d+j) (\$48,544.67), l. Monthly Payment (\$6,163.43), m. Total Obligation of Buyer for the Original Term (h. + j.) (\$389,805.80)

* All amounts herein are stated in Canadian dollars.

3. Payment Schedule. Buyer hereby acknowledges that it is indebted to and agrees to repay to Seller, at the address of Seller stated on the face hereof or such other place notified by Seller to Buyer, the Unpaid Balance, together with interest thereon, by paying the installments stated on Schedule B hereto. Unless otherwise stated, installments are due on the dates stated on Schedule B hereof in each month, or other period (on the last day of the month, if there is no corresponding date) (each, an "Installment Date"), in arrears, throughout the term hereof. On the final installment Date, Buyer shall pay Seller the outstanding balance of the Unpaid Balance, all accrued and unpaid interest thereon and all other amounts payable hereunder.

Buyer may at any time prepay in whole or in part, without penalty, the unpaid outstanding portion of the Unpaid Balance, upon payment to Seller of any Overdue Payments, all other amounts then owing under this Agreement. Any portion of the Unpaid Balance prepaid shall be applied to the remaining installments in inverse order of maturity.

4. Delivery and Acceptance of Property The Property has been delivered by Seller to Buyer's address set forth above unless otherwise noted. Buyer has accepted the Property. Without in any way limiting the generality of any limitation of liability on the part of Seller contained in the terms of conditions governing any purchase order, invoice or other document relating to the purchase of the Property, no failure or delay in installation of Property for whatever reason shall affect the Buyer's payment or other obligations in connection with this Agreement. The Property shall at all times remain at the following location (the Property Location), provided that if no address is specified below the Property Location shall be deemed at the Buyer's address specified above:

address _____ city, state zip _____

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY, NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY BUYER OF ANY WARRANTY WHICH MAY BE PROVIDED BY THE MANUFACTURER OF ANY PROPERTY, BUT BORROWER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE DESIGN OR THE MANUFACTURE OF THE PROPERTY SHALL BE AGAINST THE MANUFACTURER(S).

Notwithstanding the signature(s) on this Agreement may indicate a representative capacity, the individual(s) signing below for the Buyer agree(s) that in order to induce the Seller to enter into this Agreement, they will unconditionally guarantee payment and performance of all liability of Buyer to Seller under this Agreement, whether now existing or hereafter incurred. Each reference herein to "Buyer" shall include the individual(s) signing below. Buyer's signature below shall constitute Buyer's acceptance and agreement to be bound to all terms of this Agreement. A facsimile, scanned or electronic copy shall be considered equally effective and of the same evidentiary status as an original. The additional terms and conditions on Page 2 and Page 3 hereof are part of his agreement.

Buyer: _____

Buyer: Dr. Faissal Mouhamad

By: _____

Signature of Dr. Faissal Mouhamad

8. Security Interest In order to secure its obligations to Seller under this Agreement, Buyer hereby grants to seller a purchase money security interest in and hypothec on, and a mortgage, pledge, charge and assigns, the property. Buyer represents and agrees that, except for the security hereby granted, Buyer is the owner of the Property free from any lien, security interest, hypothec, encumbrance or other security, and the Buyer will defend the Property against claims and demands of all persons at any time hereafter claiming the same or any interest therein. Buyer further represents and agrees that there does not and will not exist any lien, security interest, hypothec, encumbrance or other security, whether or not filed in any public office, which affects or purports to affect the Property and Buyer will take such other action as Seller deems necessary or desirable to protect, perfect and maintain Seller's purchase money security interest, hypothec and security. Buyer shall not remove the Property from the Property Location or sell or transfer any interest in the Property without prior written consent of Seller. Buyer shall not attach the Property to any real estate now or at any time hereafter. The Property shall remain personal and movable property regardless of whether affixed or attached to any land, building or structure in violation of the same hereof. No transfer, removal, extension or assignment by Seller of any interest under the Agreement shall release Buyer from any liability hereunder. Buyer agrees to obtain a waiver, if required by an in a form satisfactory to Seller, from any landlord, mortgagee, hypothecary creditor or other encumbrancer of the premises where the Property is situated.

9. Interest The Unpaid Balance shall bear interest at the Annual Interest Rate from the date of delivery of the property to Buyer until Unpaid Balance is unconditionally paid in full to Seller, and shall be payable in arrears on each installment date. In addition to interest payable under the preceding sentence, each amount that is not paid when due hereunder (an "Overdue Payment") shall bear interest from the date due until unconditionally paid in full to Seller at the rate of 18% per annum, and shall be payable on demand by Seller. Interest payable hereon shall accrue and be calculated daily upon the daily outstanding balance of the Unpaid Balance as an Overdue Payment, as applicable, on the basis of the balance of the Unpaid Balance or an Overdue Payment, as applicable, on the basis of the actual number of days elapsed in a year of 365 days. All interest payments to be made under this Agreement in respect of the outstanding balance of the Unpaid Balance or an Overdue Payment, as applicable, shall be paid both before and after maturity and before and after default and/or judgment. If any and all interest payments are not paid when due, Seller may, at its sole discretion, elect to increase the interest rate to 20% per annum, which rate shall be calculated on the basis of the actual number of days in the calendar year in which the same is to be calculated divided by 365. In order to preserve the Seller's net economic return, Seller in its sole discretion may adjust the pricing at any time prior to consummation to reflect (1) changes in the going assumptions of this Agreement (2) a change in the Seller's funding index rate; (3) tax law changes applicable to the Buyer or the Seller; and (4) general market conditions.

7. Title, Ownership Title to ownership of, and all rights in the Property shall be transferred to Buyer upon the Effective Date hereof, but subject always to the purchase money security interest and hypothec created hereunder and the other provisions hereof, and to Buyer's sole risk until full payment in cash of all amounts payable hereunder, prior to such payment. Buyer's rights therein are to quiet enjoyment and, as on the letter and conditions of this Agreement so long as a Default has not occurred under Section 12 hereof.

8. Personal Property Security Filings The Buyer hereby irrevocably appoints the Seller, with full power of substitution, as the Buyer's attorney-in-fact and mandatory, with full authority in the place of the Buyer and in the name of the Buyer or otherwise, to take any action and to execute any instrument which the Seller may deem necessary to accomplish the purposes of this Agreement, including without limitation the filing of a financing statement or other registration of a personal or movable property security filing (in each case, a "financing statement"). Buyer hereby authorizes and ratifies all actions of the Seller in executing and filing a financing statement prior to the execution of this Agreement. Buyer shall execute and deliver to Seller, upon Seller's request, such other documents as Seller deems necessary or advisable for the protection or perfection of this Agreement and Seller's rights hereunder and shall pay all costs incident thereto. Buyer waives its right to receive a copy of any financing statement or financing change statement registered by Seller and of any related verification statement.

9. Prepayment Credit Buyer may pay out or all of the remaining Unpaid Balance at any time without penalty. Any Unpaid Balance shall include all fees, notwithstanding any terms to the contrary herein, payments shall be applied first to any Overdue Payments and then to remaining installments in inverse order of maturity.

10. Taxes and Other Charges Buyer shall pay when due, and defend and indemnify Seller against liability for all fees, charges, assessments and taxes of any kind now or hereafter imposed by any governmental entity upon this Agreement or on the disposition of the Property.

11. Indemnity Buyer shall bear all risk of loss with respect to the Property and indemnify, hold harmless and defend Seller against any liabilities and expenses arising out of the manufacture, ordering, purchase, acceptance, ownership, holding, being, being, possession, operation, use, repair or other disposition of Property, including patent or latent defects, any claims based on absolute title liability, warranty or patent trademark or copyright infringement. The covenants and indemnities contained in this Section 11 and Section 8 shall survive the termination of this Agreement and shall be payable by Buyer within 7 days of Seller's written demand therefore.

12. SELLER'S LIMITATION OF LIABILITY SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFECTS, REPAIRS, IMPROPER FUNCTIONING OF THE PROPERTY SERVING, OR MAINTAINING THE PROPERTY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE, IN LAW OR EQUITY, BUYER HAS SELECTED THE PROPERTY BASED UPON BUYER'S OWN INVESTIGATION AND JUDGEMENT. BUYER HEREBY WARRANTS AND REPRESENTS THAT BUYER IS NOT PURCHASING THE PROPERTY BASED UPON THE GUARANTEES, WARRANTIES, STATEMENTS OF FACT, VERBAL OR WRITTEN, OR ANY REPRESENTATIONS OF SELLER. BUYER AGREES THAT IT SHALL SEEK ITS REMEDIES FROM THE MANUFACTURERS BASED SOLELY UPON THE MANUFACTURERS' WARRANTIES RELATED TO THE PROPERTY. This Section 12 shall in no way limit the generality of any limitation of liability on the part of Seller contained in the terms and conditions governing any purchase order, invoice or other document relating to the purchase of the Property. In the event of any inconsistency between this Section 12 and any such other limitation of liability, the broader limitation of liability shall prevail.

13. Buyer's Representations and Warranties Buyer represents and warrants that Buyer will use the Property solely in the operation of its business (not for personal, household or family purposes). In compliance with all applicable laws and at the Property Location. If Buyer is an individual, Buyer warrants that Buyer's principal residence is situated on Buyer's other's license, or Government issued photo ID, presented to Seller. If Buyer is a business entity, Buyer represents and warrants: (a) Buyer is duly organized, existing in good standing and qualified to do business where required; (b) the Agreement has been duly authorized and executed by Buyer and any Guarantor; (c) the Agreement is the legal, valid and binding obligation of Buyer and any Guarantor, enforceable against the in accordance with its terms; and (d) that the legal entity and other accounts office of Buyer is and shall remain as set forth on page 1 of this Agreement.

14. Location of Property Buyer's Name Except as otherwise expressly permitted hereunder, Buyer shall not part with possession of the Property nor remove any of same from Canada. Buyer covenants that it shall not change its name, chief executive, registered office and declare nor move the Property from the Property Location without first providing at least 30 days prior written notice to Seller.

15. Default Buyer shall be in default of this Agreement upon (a) failure to make a payment within 10 days after the due date, or (b) failure to perform or observe any term or condition of this Agreement which continues for 10 business days after notice thereof to Buyer, or (c) any representation or warranty made by Buyer is materially incorrect or (d) the Seller assigns, transfers or (e) default by Buyer under any note, security agreement, lease or conditional sales agreement whether with Seller or any third party; or (f) Buyer shall generally not pay as stated when due, the disposition or insolvency of Buyer, or a proceeding in bankruptcy or insolvency is commenced by or against Buyer; or (g) Buyer dies or Buyer terminates its existence by merger, consolidation or otherwise; or (h) Buyer shall fail to use the proper blocks, forms, supplies, inventory and materials, as recommended by the manufacturer of the Property. Notwithstanding any other terms or conditions herein, the Buyer's payment obligations shall be absolute and unconditional. Buyer agrees that Buyer shall not be exempt from liability for payments due by right of setoff, by waiver of use of any part of the collateral, by the waiver of any other rights, or by reason of any claim against the Seller. If more than one buyer signs the Agreement, all obligations shall be unconditionally guaranteed joint and severally by each individual signing for use Buyer.

16. Remedies Upon default, Seller may exercise any or all of the following remedies with respect to any or all Property including all additions, accessories, improvements, substitutions and proceeds: (a) under the Property location and take immediate possession and remove the Property by necessary proceedings or otherwise, and without liability to Seller; or (b) by reason of damage to Buyer's property or such other loss or injury to the Property as to public or private sale, or otherwise dispose of the Property; (c) remedy upon default for the amount of and at the expense of the Buyer; (d) without further notice or demand, accelerate and declare all sums due under this Agreement and other obligations of Buyer to Seller immediately due and payable; and (e) exercise any other right or remedy at law, or at equity or otherwise, including specific performance or damages for the breach hereof. Buyer agrees to pay all reasonable attorney fees, court costs and other expenses incurred by Seller arising out of any default or for the amount of and at the expense of the Buyer. To the extent permitted by law, Buyer expressly waives notice of any of the foregoing remedies or events of default. Each remedy shall be cumulative and in addition to any other remedy referred to above or otherwise available to Seller at law or in equity. Buyer shall remain fully liable for any deficiency. No express or implied waiver of a remedy shall constitute a waiver of any of Seller's other rights. If notice of any disposition of the Property is required by law, Seller and Seller agree that ten (10) days notice is reasonable and sufficient. Seller may apply proceeds of the Property to payment of reasonable attorney fees, court costs and other expenses of collection.

17. Use of Property Buyer will operate Property according to manufacturer's manuals or recommended procedures and in compliance with applicable laws. Buyer shall keep Property in good condition and working order. If all or part of the Property shall become lost, stolen, destroyed, damaged beyond repair, unfit for use for any reason, or part of a condemnation, confiscation, seizure or requisition of title, Buyer will pay Seller an amount equal to the outstanding Unpaid Balance.

18. Inspection Any representative of Seller shall have the right to inspect Property at all reasonable times upon notice to Buyer.

19. Insurance Buyer entering into this Agreement, Buyer shall procure and maintain at its expense insurance with responsible insurers, satisfactory to Seller. Insurance coverage shall include (a) Comprehensive General Liability and (b) All Risk Physical Damage in an amount not less than the greater of the replacement value or the outstanding Unpaid Balance. Seller shall be named as loss payee and additional insured hereon. Buyer waives Buyer's rights and its insurance carrier's right to subrogation against Seller for any loss or damage. All of such insurances policies shall be in place of the effective date of this Agreement and shall contain endorsements providing that: (a) 30 days' written notice shall be given to Seller before the policy lapses or its materiality altered or cancelled; (b) the insurance shall be primary and non-contributory; (c) Seller's interest therein shall not be invalidated or otherwise adversely affected by any act or omission, negligence, neglect or otherwise, of Buyer or its agents, servants or employees (the so-called "standard mortgage clause"); (d) Seller shall not be responsible for payment of any premiums; and (e) Seller may elect to have all proceeds of loss payable only to itself. Upon request by Seller, Buyer shall furnish Seller with a certificate of insurance or other evidence satisfactory to Seller that such insurance coverage is in effect.

20. Guaranty Each Guarantor agrees that this is a guaranty of payment and performance not of collection. Each Guarantor's liability shall not be affected by any insolvency or any liquidation or any failure under this Agreement, or any collateral security for them, or any change, alteration, extension, addition, continuation, compromise or other modification of any liability. Each Guarantor waives notice of any of the foregoing, and waives notice of compliance of this guaranty and of payment and demand for payment of any of the liabilities of Buyer under this Agreement, protest and notice of default or default to such Guarantor or any other party with respect to such liabilities and all notices, demands, actions, counterclaims and defenses of any nature whatsoever. This guaranty may be enforced by Seller without first proceeding against Buyer or any other party or any Guarantor. Each Guarantor hereby irrevocably waives any benefit of division or discharge. Each Guarantor agrees not to demand, take action, sue for, collect, receipt for and give discharge of such indebtedness with all of the liabilities of Buyer to Seller under this Agreement have been satisfied in full.

21. Statutory Waivers and Acknowledgment Buyer waives, to the fullest extent permitted by law, the application of the provisions of (a) The Limitation of Civil Rights Act (Banks and Law), and (b) The Dispute Act (Mortgage). Buyer agrees that the provisions of this Agreement are contractually reasonable.

22. Further Assurances and Power of Attorney Buyer and Seller each shall do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Seller to have the full benefit of all rights and remedies intended to be reserved or created hereby and to better secure, register and perfect the liens granted or to be granted in relation to the Property or any part of the Property. Seller is hereby appointed Buyer's lawful attorney to complete and/or correct any information on the face hereof or in any Schedule hereto.

Each power of attorney granted in this Agreement is granted with full power of substitution, is coupled with an interest, shall survive termination of this Agreement and may be exercised during any subsequent legal incapacity of Buyer or Seller.

23. Miscellaneous. Time is of the essence in this Agreement. Any provision of this Agreement which is unenforceable shall not affect the enforceability of the remaining provisions hereof. Any waiver of the terms hereof shall be effective only if it is in writing and in the specific instance and for the specific purpose given. The parties intend to comply with applicable law regarding the collection of the payments owed hereunder. If applicable law limits the enforceability of the any payment obligation owed hereunder, then such payment obligation shall be deemed reduced to the maximum enforceable under applicable law computed from the date hereof until payment and any payments made in respect of same which are in excess of that permitted under applicable law shall be credited to the Unpaid Balance, or if its Unpaid Balance has been repaid, repaid to the Buyer. This Agreement is deemed to be delivered in the Province where the Buyer's address set forth on the first page hereof is located and shall be governed by the laws of such Province and by the federal laws of Canada applicable therein without regard to conflict of laws principles. The parties agree that the courts of such Province shall have jurisdiction to hear any suit, action or proceeding arising out of or in connection with this Agreement and the parties submit to the jurisdiction of such courts. Buyer waives any claim that another venue should prevail. Notwithstanding, if the laws of the Province where the Property is located demand the collection of higher payment obligations than such governing laws permit, such laws shall prevail. This Agreement is a final and complete statement of the terms, conditions and representations made by both parties. All oral or written representations, oral or written, are merged into the terms hereof and shall not be used to vary, modify, amend, alter, supplement or otherwise vary the terms hereof. All amendments and notices shall be in writing and signed by the Buyer and Seller. Despite delivery and Buyer's acceptance of the agreement on Schedule A, the parties agree that Seller shall be entitled to a reasonable period of time to review the equipment pricing and the Total Cash Price and Unpaid Balance computation terms in this Agreement at the Buyer's expense. Should Seller discover errors, it shall notify Buyer of its acceptance of this Agreement is conditioned on Buyer's acceptance of the corrected information. Seller's acceptance of this Agreement, or the modified terms of this Agreement, shall only take place upon notice of acceptance to Buyer. Any notices required hereunder shall be in writing and sent postage prepaid to the address of the party stated above or such other address as a party may designate by written notice, and shall be effective when mailed. This Agreement is assignable by Seller without notice. Buyer may not assign this Agreement or its rights or obligations hereunder.

24. Language of Documentation The parties hereto have expressly required that this Agreement and all documents, agreements and notices related thereto be drafted in the English language. Les parties sus susdites ont expressément exigé que ce présent contrat de vente des biens immobiliers, conventions ou avis de son affilés soient rédigés en langue anglaise.

Buyers Initial 

SCHEDULE A



INVOICE#: 964/1090959

S 52 DENTAL CENTRE
 O Dr Faissal Mouhamad
 L 100-3505 52 St SE
 D Calgary, AB T2B 3R3
 T

S PATTERSON DENT CANADA INC.
 O CALGARY BRANCH
 L 112-4152 27TH STREET NE.
 D CALGARY, AB T1Y 7J8
 B
 Y

Printed: 04/28/22 7:03 PM

Customer#: 964/201415-7 Representative: 964-04

Telephone: (403) 250-9838

GST#: R101355113

Account: EQUIP

Order#: 964/0000000

Dept: EQUIP

Submitted: 04/21/22

Item#	Ordered	Shipped	Pkg	Mfr	Mfr Catalog#	Item Description	Unit Price	Amount	QTY	SC
068-1277	1	1	EA	BELMON		CHAIR,QUALIS Serial# AQ21F0016 Equipment Specialist ID# 002550	9936.99	9936.99	T	03
068-1278	1	1	EA	BELMON		CHAIR,QUALIS Serial# AQ21G0004 Equipment Specialist ID# 002550	9936.99	9936.99	T	03
068-1279	1	1	EA	BELMON		CHAIR,QUALIS Serial# AQ21G0002 Equipment Specialist ID# 002550	9936.99	9936.99	T	03
068-1280	1	1	EA	BELMON		CHAIR,QUALIS Serial# AQ21F0059 Equipment Specialist ID# 002550	9936.99	9936.99	T	03
068-1281	1	1	EA	BELMON		CHAIR,QUALIS Serial# AQ21F0014 Equipment Specialist ID# 002550	9936.99	9936.99	T	03
068-1282	1	1	EA	BELMON		CHAIR,QUALIS Serial# AQ21G0008 Equipment Specialist ID# 002550	9936.99	9936.99	T	03
068-1283	1	1	EA	BELMON		UNIT,REAR DELIVERY Serial# VW21E0235 Equipment Specialist ID# 002550	4975.14	4975.14	T	03
Total										

INSTALLED BY WARREN

Payment due upon receipt.
 Overdue balance is subject to service
 charges not to exceed 1.75% per month. (2.25 per year)

** YOUR PATTERSON ORDER SHIPPED COMPLETE **

Total

SCHEDULE A

INVOICE#: 964/1090959



S 52 DENTAL CENTRE
 O Dr Faissal Mouhamad
 L 100-3505 52 St SE
 D Calgary, AB T2B 3R3
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Printed: 04/28/22 7:03 PM

GST#: R101355113

Customer#: 964/201415-7 Representative: 964-04
 Telephone: (403) 250-9838
 Account: EQUIP Order#: 964/0000000
 Dept: EQUIP Submitted: 04/21/22

Item#	Ordered	Shipped	Pkg	Mfr	Mfr Catalog#	Item Description	Unit Price	Amount	SC
068-1284	1	1	EA	BEIMON		UNIT, REAR DELIVERY , ICE SNOW Serial# VW21E0238 Equipment Specialist ID# 002550	4975.14	4975.14	03
068-1285	1	1	EA	BEIMON		UNIT, REAR DELIVERY , ICE SNOW Serial# VW21E0245 Equipment Specialist ID# 002550	4975.14	4975.14	03
068-1286	1	1	EA	BEIMON		UNIT, REAR DELIVERY , ICE SNOW Serial# VW21C0185 Equipment Specialist ID# 002550	4975.14	4975.14	03
068-1287	1	1	EA	BEIMON		UNIT, REAR DELIVERY , ICE SNOW Serial# VW21E0242 Equipment Specialist ID# 002550	4975.14	4975.14	03
068-1288	1	1	EA	BEIMON		UNIT, REAR DELIVERY , ICE SNOW Serial# VW21E0234 Equipment Specialist ID# 002550	4975.14	4975.14	03
068-1289	1	1	EA	BEIMON		UNIT, REAR DELIVERY , ICE SNOW Serial# AVZ1K0332 Equipment Specialist ID# 002550	3145.30	3145.30	03
068-1290	1	1	EA	BEIMON		UNIT, REAR DELIVERY , ICE SNOW Serial# AVZ1K0328 Equipment Specialist ID# 002550	3145.30	3145.30	03
Total									

INSTALLED BY WARREN

Payment due upon receipt.
 Override balance is subject to service
 charges not to exceed 1.75% per month. (2.5% per year)

** YOUR PATTERSON ORDER SHIPPED COMPLETE **

Total

SCHEDULE A

PATTERSON DENTAL/DENTAIRE

S 52 DENTAL CENTRE
 O Dr Faissal Mouhamad
 L 100-3505 52 St SE
 D Calgary, AB T2B 3R3
 T

S PATTERSON DENT CANADA INC.
 O CALGARY BRANCH
 L 112-4152 27TH STREET NE.
 D CALGARY, AB T1Y 7J8
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Printed: 04/28/22 7:03 PM
 GST#: R101355113

Customer#: 964/201415-7 Representative: 964-04
 Account: EQUIP Telephone: (403) 250-9838
 Dept: EQUIP Order#: 964/0000000
 Submitted: 04/21/22

Item#	Ordered	Shipped	Pkg	Mfr	Mfr Catalog#	Item Description	Unit Price	Amount	SC
068-1291	1	1	EA	BEIMON		LIGHT, CLESTA LED, 10FT Serial# AV21K0330 Equipment Specialist ID# 002550	3145.30	3145.30	T 03
068-1292	1	1	EA	BEIMON		LIGHT, CLESTA LED, 10FT Serial# AV21K0335 Equipment Specialist ID# 002550	3145.30	3145.30	T 03
068-1293	1	1	EA	BEIMON		LIGHT, CLESTA LED, 10FT Serial# AV21K0345 Equipment Specialist ID# 002550	3145.30	3145.30	T 03
068-1294	1	1	EA	BEIMON		LIGHT, CLESTA LED, 10FT Serial# AV21K0339 Equipment Specialist ID# 002550	3145.30	3145.30	T 03
068-1295	1	1	EA	BEIMON		UNIT COMP, POWER OPTIC KIT Serial# Equipment Specialist ID# 002550	590.27	590.27	T 03
068-1296	1	1	EA	BEIMON		UNIT COMP, POWER OPTIC KIT Serial# Equipment Specialist ID# 002550	590.27	590.27	T 03
068-1297	1	1	EA	BEIMON		UNIT COMP, POWER OPTIC KIT Serial# Equipment Specialist ID# 002550	590.27	590.27	T 03
Total									

INSTALLED BY WARREN

Payment due upon receipt.
 Overdue balance is subject to service
 charges not to exceed 1.75% per month. (21% per year)

** YOUR PATTERSON ORDER SHIPPED COMPLETE **

PATTERSON
DENTAL/DENTAIRE

SCHEDULE A

INVOICE#: 964/1090959

S 52 DENTAL CENTRE
O Dr Faissal Mouhamed
L 100-3505 52 St SE
D Calgary, AB T2B 3R3
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S PATTERSON DENT CANADA INC.
O CALGARY BRANCH
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D CALGARY, AB T1Y 7J8
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Printed: 04/28/22 7:03 PM

Customer#: 964/201415-7 Representative: 964-04

Telephone: (403) 250-9838

Account: EQUIP

Order#: 964/0000000

Dept: EQUIP

Submitted: 04/21/22
GST#: R101355113

Item#	Ordered	Shipped	Pkg	Mfr	Mfr Catalog#	Item Description	Unit Price	Amount	SC
068-1298	1	1	EA	BEIMON		UNIT COMP, POWER OPTIC KIT Serial# Equipment Specialist ID# 002550	590.27	590.27	03
068-1299	1	1	EA	BEIMON		UNIT COMP, POWER OPTIC KIT Serial# Equipment Specialist ID# 002550	590.27	590.27	03
068-1300	1	1	EA	BEIMON		UNIT COMP, POWER OPTIC KIT Serial# Equipment Specialist ID# 002550	590.27	590.27	03
068-1301	1	1	EA	BEIMON		UNIT COMP, HVE TUBING Serial# Equipment Specialist ID# 002550	140.54	140.54	03
068-1302	1	1	EA	BEIMON		UNIT COMP, HVE TUBING Serial# Equipment Specialist ID# 002550	140.54	140.54	03
068-1303	1	1	EA	BEIMON		UNIT COMP, HVE TUBING Serial# Equipment Specialist ID# 002550	140.54	140.54	03
068-1304	1	1	EA	BEIMON		UNIT COMP, HVE TUBING Serial# Equipment Specialist ID# 002550	140.54	140.54	03
Total									

INSTALLED BY WARREN

Payment due upon receipt.
Override balance is subject to service
charges not to exceed 1.75% per month. (2.5% per year)

** YOUR PATTERSON ORDER SHIPPED COMPLETE **

Total

PATTERSON
DENTAL/DENTAIRE

SCHEDULE A

INVOICE#: 964/1090959

S 52 DENTAL CENTRE
O Dr Faissal Mouhamad
L 100-3505 52 St SE
D Calgary, AB T2B 3R3
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GST#: R101355113

Customer#: 964/201415-7 Representative: 964-04
Account: EQUIP
Dept: EQUIP

Telephone: (403) 250-9838
Order#: 964/0000000
Submitted: 04/21/22

Item#	Ordered	Shipped	Pkg	Mfr	Mfr Catalog#	Item Description	Unit Price	Amount	SC
068-1305	1	1	EA	BELMON		UNIT COMP, HVE TUBING Serial#	140.54	140.54	03
						Equipment Specialist ID# 002550			
068-1306	1	1	EA	BELMON		UNIT COMP, HVE TUBING Serial#	140.54	140.54	03
						Equipment Specialist ID# 002550			
068-1307	1	1	EA	BELMON		XR INTTRA, PHOT-X II I-RAY , W/ 800MA Serial# EX2110581	4496.05	4496.05	03
						Equipment Specialist ID# 002550			
068-1308	1	1	EA	BELMON		XR INTTRA, PHOT-X II I-RAY , W/ 800MA Serial# EX2110582	4496.05	4496.05	03
						Equipment Specialist ID# 002550			
068-1309	1	1	EA	BELMON		XR INTTRA, PHOT-X II I-RAY , W/ 800MA Serial# EX21K0126	4496.05	4496.05	03
						Equipment Specialist ID# 002550			
068-1310	1	1	EA	BELMON		XR INTTRA, PHOT-X II I-RAY , W/ 800MA Serial# EX21K0129	4496.05	4496.05	03
						Equipment Specialist ID# 002550			
068-1311	1	1	EA	BELMON		XR INTTRA, PHOT-X II I-RAY , W/ 800MA Serial# EX2110574	4496.05	4496.05	03
						Equipment Specialist ID# 002550			
Total									

INSTALLED BY WARREN

Payment due upon receipt.
Overdue balance is subject to service
charges not to exceed 1.7% per month. (2% per year)

** YOUR PATTERSON ORDER SHIPPED COMPLETE **

Total

PATTERSON
DENTAL/DENTAIRE

SCHEDULE A

INVOICE#: 964/1090959

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O Dr Faissal Mouhamad
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GST#: R101355113

Customer#: 964/201415-7 Representative: 964-04
Account: EQUIP
Dept: EQUIP

Telephone: (403) 250-9838
Order#: 964/0000000
Submitted: 04/21/22

Item#	Ordered	Shipped	Pkg	Mfr	Mfr Catalog#	Item Description	Unit Price	Amount	SC
068-1312	1	1	EA	BEIJON		KR INTRA,PHOT-X II I-RAY , W/ 800MM Serial# EX2110575 Equipment Specialist ID# 002550	4496.05	4496.05	T 03
068-1482	1	1	EA	AIRTEC		EVAC PUMP,MOJAVE V7 Serial# MW700-22040017, MML00-22040024 Equipment Specialist ID# 002550	14867.00	14867.00	T 03
068-1483	1	1	EA	AIRTEC		EVAC PUMP,MOJAVE DUAL INST Serial# Equipment Specialist ID# 002550	611.00	611.00	T 03
068-1484	1	1	EA	AIRTEC		COMPRESSOR,AIRSTAR 70 Serial# AS700-22040008 Equipment Specialist ID# 002550	14800.00	14800.00	T 03
068-1485	1	1	EA	AIRTEC		EVA.COMPNT,ACADIA AMALGAM , SEPARATOR Serial# AP100-22030028 Equipment Specialist ID# 002550	925.00	925.00	T 03
068-1486	1	1	EA	AIRTEC		EVA.COMPNT,1" WARMER VALVE , GONOROL Serial# Equipment Specialist ID# 002550	2063.00	2063.00	T 03
068-1487	1	1	EA	AIRTEC		MASTR CTRL,REMOTE CONTROL , PAVET, SWITCH Serial# Equipment Specialist ID# 002550	446.00	446.00	T 03
Total]									

INSTALLED BY WARREN

Payment due upon receipt.
Overdue balance 1% subject to service
charges not to exceed 1.75% per month. (21% per year)

** YOUR PATTERSON ORDER SHIPPED COMPLETE **

Total]

PATTERSON
DENTAL/DENTAIRE

SCHEDULE A

INVOICE#: 964/1090959

S 52 DENTAL CENTRE
O Dr Faissal Mouhamad
L 100-3505 52 St SE
D Calgary, AB T2B 3R3
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O

S PATTERSON DENT CANADA INC.
O CALGARY BRANCH
L 112-4152 27TH STREET NE.
D CALGARY, AB T1Y 7J8
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GST#: R101355113

Customer#: 964/201415-7 Representative: 964-04
Account: EQUIP
Dept: EQUIP

Telephone: (403) 250-9838
Order#: 964/0000000
Submitted: 04/21/22

Item#	Ordered	Shipped	Pkg	Mfr	Mfr Catalog#	Item Description	Unit Price	Amount	QTY	SC
068-0501	1	1	EA	SIRONA		CONEBRANKR, AXEOS 17 X 13 Serial# 10812/51245 Equipment Specialist ID# 002550	120000.00	120000.00	T	03
068-1418	1	1	EA	SCHICK		DIG XR SEN, SCHICK 33 SIZE 1, USB 9FT Serial# WL10000026 Equipment Specialist ID# 002550	9391.00	9391.00	T	03
068-1421	1	1	EA	SCHICK		DIG XR SEN, SCHICK 33 SIZE 1, USB 9FT Serial# WL10000005 Equipment Specialist ID# 002550	9391.00	9391.00	T	03
068-1416	1	1	EA	SCHICK		DIG XR SEN, SCHICK 33 SIZE 2, USB 9FT Serial# WL20000099 Equipment Specialist ID# 002550	10616.00	10616.00	T	03
068-1437	1	1	EA	SCHICK		DIG XR SEN, 5M USB CABLE Serial# Equipment Specialist ID# 002550	0.00	0.00	T	03
068-1438	1	1	EA	SCHICK		DIG XR SEN, 5M USB CABLE Serial# Equipment Specialist ID# 002550	0.00	0.00	T	03
068-1439	1	1	EA	SCHICK		DIG XR SEN, 5M USB CABLE Serial# Equipment Specialist ID# 002550	0.00	0.00	T	03
Total										

INSTALLED BY WARREN

Payment due upon receipt.
Override balance is subject to service charges not to exceed 1.75% per month. (2.5% per year)

** YOUR PATTERSON ORDER SHIPPED COMPLETE **

SCHEDULE A

INVOICE#: 964/1090959

PATTERSON DENTAL/DENTAIRE

S 52 DENTAL CENTRE
O Dr Faissal Mouhamad
L 100-3505 52 St SE
D Calgary, AB T2B 3R3
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O CALGARY BRANCH
L 112-4152 27TH STREET NE.
D CALGARY, AB T1Y 7J8
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Printed: 04/28/22 7:03 PM

GST#: R101355113

Customer#: 964/201415-7 Representative: 964-04
Account: EQUIP
Dept: EQUIP

Telephone: (403) 250-9838
Order#: 964/0000000
Submitted: 04/21/22

Item#	Ordered	Shipped	Pkg	Mfr	Mfr Catalog#	Item Description	Unit Price	Amount	SC
068-1501	1	1	EA	SCIGAN		THERMO DIS, HYDRIM L110W G4 Serial# 400122D00004 Equipment Specialist ID# 002550	9955.00	9955.00	03
068-1502	1	1	EA	SCIGAN		THERMO DIS, HYDRIM L110W G4 Serial# 400122D00008 Equipment Specialist ID# 002550	9955.00	9955.00	03
067-9964	1	1	EA	W&H		AUTOCLAVE, LEXA 220V Serial# 162302 Equipment Specialist ID# 002550	6968.00	6968.00	03
067-9965	1	1	EA	W&H		AUTOCLAVE, LEXA 220V Serial# 162320 Equipment Specialist ID# 002550	6968.00	6968.00	03
068-0760	1	1	EA	W&H		AUTOCLAVE, AUTOFILL KIT Serial# Equipment Specialist ID# 002550	233.28	233.28	03
068-0761	1	1	EA	W&H		AUTOCLAVE, AUTOFILL KIT Serial# Equipment Specialist ID# 002550	233.28	233.28	03
Total								357128.30	
								17856.42	
Subtotal								374984.72	
GST									15

INSTALLED BY WARREN

REMOVED

Payment due upon receipt.
Overdue balance is subject to service charges not to exceed 1.75% per month. (2% per year)

** YOUR PATTERSON ORDER SHIPPED COMPLETE **

Total 374984.72

SCHEDULE 2

MASTER LEASE AGREEMENT No. 0405202252Dental

Lessee Name: 52 Dental Corporation

Lessor Name; Faissal Mouhamad

Address: 3505-52nd St. SE, Calgary, AB T2B 3R3

Address: 7151 50th Avenue, Red Deer, AB T4N 4E4

Contact Name: Fetoun Ahmad

Telephone: (403) 347-7477

Email: fetoun1@icloud.com

Email: drmouhamad@hotmail.com

Contract Start Date: 04.05.2022

Contract End Date: 03.05.2029

Number of Payments: 84

Number of Skip Payment: 6

Annual Interest Rate: 6%

Monthly Payment: \$8338.78 plus GST CANADIAN DOLLAR

First Payment Due Date: 4th November 2022

Equipment Address; #100 3505 52nd Street, SE Calgary, AB T2B 3R3

Terms and Conditions Attachment

Equipment Schedule Attached

Date 04.05.2022

52 Dental Corporations

By:

Signature X 

Name: Fetoun Ahmad

Title: Director



TERMS AND CONDITIONS ATTACHMENT

This attachment is attached to and forms part of:

Agreement No. 04052022 52Dental

Lessee: 52 Dental Corporation

Capitalized words not defined in these terms and conditions refer to terms described in the first page of the agreement

1. Lease, Term and Rent: the Lessor Leases to Lessee and Lessee leases from Lessor the Personal property ("Equipment") described in any lease Agreement schedule ("Lease Agreement") executed and to be executed by the parties. Each Lease Agreement will constitute a separate lease of the Equipment described in the Lease Agreement and the terms of this Agreement will be incorporated into and form part of each Lease Agreement. The term of any Lease Agreement ("Term") begins on the commencement date to be established by Lessor on its acceptance of the Lease Agreement but, will be no earlier than the date the Equipment is delivered to Lessee, unless Lessee directs otherwise in writing ("Commencement Date"). Lessee will pay rent as described in each Lease Agreement schedule ("Rent"). Lessee will pay provincial sales tax, goods and services tax and/or harmonized sales tax and other taxes applicable to the Equipment and the Lease Agreement. Any security deposit set forth in the Lease Agreement ("Security Deposit") will be non-interest bearing and may be held by Lessor and applied by it to any amount due under this Agreement. Upon termination of this Agreement, Lessor will return any balance of the Security Deposit to Lessee. Lessee will pay partial Rent and the Security Deposit on the date Lessor paid Equipment supplier for the Equipment.

2. Pre-Authorized Payment Plan: Lessee authorizes Lessor to debit from Lessee's account for business purposes, the rent and all other-amounts due under this Agreement. Each amount will be debited on its respective due date as determined under this

Agreement. Lessee has attached a sample cheque marked "void" identifying the particulars of the account to be debited or has separately provided Lessor with Lessee's account information. Lessee will immediately notify Lessor in writing of any change in Lessee's account. The signatory/ies to this Agreement is/are authorized to debit Lessee's bank account. If Lessor waives the requirement for pre-authorized debit, then Lessee will pay a service charge for other payment methods. Lessee (a) may change or cancel this authorization at any time on 10 days written notice to Lessor; and (b) has certain recourse rights if any debit does not comply with this Agreement (for example, the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement). To obtain information on recourse rights, a sample cancellation form or information on the right to cancel an authorization, Lessee may contact the lessor. Lessor will obtain the specific prior authorization of Lessee for one-time or other sporadic debits, the amounts or due dates of which are not identified in this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of future changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this Agreement. Lessee will be notified of the identity and contact information of any such assignee. This authorization applies to any payments due pursuant to any invoice, interim funding

agreement or other agreement relating to this Lease and the Equipment.

3.No Warranties, No Cancellation: Lessee is leasing the Equipment "as is". Lessor does not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation as to the durability, quality, condition or suitability of the Equipment for Lessee's purposes. Lessor will not be liable to Lessee for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage however caused. Where permitted, Lessor assigns all manufacturers and supplier's warranties related to the Equipment to Lessee during the Term. This Agreement cannot be cancelled by Lessee during the Term for any reason including equipment failure, loss or damage. Lessee may not revoke acceptance of the Equipment. Lessee acknowledges that Lessee selected the Equipment and the Equipment supplier, Lessor purchased the Equipment at Lessee's request and on Lessee's instructions. Lessee shall perform, satisfy and discharge any purchaser obligations under any agreements with the Equipment supplier relating to the purchase of the Equipment, other than payment of the purchase price of the Equipment. Lessor is not responsible for equipment failure, software defects, the Equipment suppliers acts or the failure of the Equipment supplier or manufacturer to comply with any of its obligations. If any such failure or defects occur, Lessee may pursue any claim it may have against the Equipment supplier or manufacturer and will continue to comply with this Agreement.

4. Use, Location, Maintenance: Lessee certifies that the Equipment will be used solely for lawful business purposes and that the Equipment is not acquired for use

primarily for personal, family or householder purposes. Lessee will operate and maintain the Equipment in accordance with any applicable manufacturer's instructions and recommendations and applicable laws. The Equipment will remain personal property and will not be affixed or attached to any lands or buildings without Lessor's prior written consent. Lessee will not relocate the Equipment from the Equipment location or operate the Equipment outside the Province of the Equipment location without Lessor's prior written consent. Lessee will (a) maintain the Equipment, at Lessee's cost in good repair and working order; (b) pay all costs relating to the use and operation of the Equipment; and (c) not alter the Equipment in any manner without Lessor's prior written consent, any replacements, alterations or improvements to the Equipment's will form part of the Equipment and immediately become the property of Lessor.

5. Purchase Option: If no unremedied default exists, Lessee will have an option to purchase the Equipment, on the Purchase Option Date for the Purchase Option Price set forth in the Lease Agreement. If the Purchase is "Fair Market Value" then the Purchase Option Price will be the fair market value of the Equipment as of the Purchase Option Date, as determined by the Lessor. Lessee may exercise this purchase option by giving written notice to exercise to Lessor at least 60 days before the Purchase Option Date and paying the Purchase Option Price, plus applicable taxes, at least 30 days before the Purchase Option Date. If the required notice and payment are not received by Lessor by the specified dates, the purchase option will terminate. Upon payment by Lessee of the Purchase Option Price, Lessor will transfer Lessor's interest in the Equipment to Lessee, on an "as is, where is" basis, free of any security interests created by Lessor.

6. Return of equipment: Lessee will return the Equipment to Lessor on the termination of a Lease Agreement, at Lessee's cost to a location directed by Lessor, in the same condition as it was delivered. Ordinary wear and tear excepted. If the Equipment is not purchased or returned to Lessor at the end of the Term, then provided that no unremedied default exists, the Lease Agreement will be automatically renewed on a month-to-month basis.

7. Insurance Loss, Damage: Lessee is responsible for and accepts the risk of loss or damage to the Equipment. Lessee will insure the Equipment against all risk of loss at replacement value in amounts on the term's acceptance to Lessor. Proceeds of such insurance may be applied at Lessor's option, to replacement or repair of the Equipment or toward payment of the Lessee's obligations under this Agreement. Lessee will also obtain at Lessor's request, comprehensive general liability insurance and insurance against any other risks, in amounts on terms acceptable to Lessor. Lessee will name Lessor as first loss payee and/or additional insured and provide Lessor written proof of this insurance. If Lessee does not provide Lessor with such proof of insurance, at Lessor's request, Lessee will pay Lessor a monthly loss damage waiver fee in consideration of Lessor waiving Lessee's obligation to obtain and provide proof of insurance. Such fee will be calculated within the first month of the Term and payable on the same date as Rent commencing on the third month of the Term. Written notice of this fee is incorporated by reference to this Lease. Lessor may (but is not obligated to) obtain insurance coverage to protect its interest in the Equipment.

8. Assignment: Lessee consents to the Lessor's assignment of this Agreement to a third party provided that the Lessor continues to be liable for its obligations, as lessor, under this agreement. Any assignee will be entitled to enforce all of Lessor's rights but will have no obligations under this Agreement. Lessee will not assign this Agreement or transfer, sublease, encumber, or give up possession of the Equipment without Lessor's prior written consent. If Lessor consents,

Lessee will pay a reasonable assignment fee to cover Lessor's processing costs.

9. Indemnity: Lessee indemnifies and saves Lessor harmless from and against losses, expenses, damages, liabilities, claims and orders, including solicitors' fees on a solicitor and client basis arising from this Agreement or the Equipment, including any obligations imposed on Lessor by the Equipment supplier, except for loss caused solely by the negligence of Lessor. This indemnity will survive the termination of this Agreement.

10. Other fees and Charges: If any payment of Rent or other amounts payable under this Agreement is late, Lessee will pay a late fee, when it accrues of 2% per month (24% per annum) on the unpaid amount or \$10 per month, whichever is greater, both before and after judgement. Lessee will also pay an insufficient funds charge of \$60 for any dishonoured cheque or pre-authorized payment on the date that the cheque or payment is dishonoured. Lessee will pay (a) arrangement, documentation sale and lease back transaction (if applicable) fees for document processing costs on the due date of the first rent payment. (b) a re-documentation fee if and when this Agreement is cancelled and re-documented. (c) all applicable assignment and assumption fees in connection with each request by the Lessee to assign the Lessee's rights and interest in this Agreement to a third party (d) a fixture filing fee, if and when a fixture filing is required, and (e) all applicable lease expiry fees on the date this Agreement expires. Lessee will also pay all other reasonable administrative fees charged by Lessor to Lessee generally. Administrative fees are subject to change at the discretion of Lessor. A statement of the current amount of all administrative fee's payable is available upon request.

11. Default: If; (a) Lessee fails to pay any Rent or other amount payable under this Agreement when due; (b) Lessee fails to comply with any other term of this Agreement; (c) Lessee defaults under any other agreement with Lessor; (d) any representation made by Lessee in connection with this Agreement is or becomes untrue; (e) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (f) Equipment is subjected to any liens,

encumbrances, hypothecs, security interests and claims; (g) Lessee makes any assignment for the benefit of Lessee's creditors, becomes insolvent, commits or threatens to commit any act of bankruptcy, winding up in dissolution, ceases or threatens to cease to carry on business or seeks any arrangement or compromise with Lessee's creditors; (h) any bankruptcy, receivership, winding up, dissolution, liquidation, or insolvency proceeding is commenced against Lessee; or (i) Lessor believes, acting reasonably and in good faith that the prospect payment under this Agreement is impaired; then all Rent and any other amounts to become due under this Agreement to the end of the Term shall immediately become due and payable on demand. Lessee will at its own cost on Lessor's demand immediately deliver the Equipment to a location directed by Lessor. Lessor may without notice and without resort to legal process, take immediate possession of the Equipment. Lessor may enter the premises where the Equipment is located for purposes of disabling or removal of the Equipment without incurring any liability to Lessee. Lessee will pay Lessor's cost of collection, re-possession of the Equipment and of the enforcement of Lessor's rights, including legal costs on a solicitor and client basis.

12. Miscellaneous: Lessee consents to the collection, use and disclosure of personal information by Lessor and its assignees for the purpose set out in this Agreement, to enable Lessor to provide leasing services to Lessee and to promote the products and services of Lessor and its affiliates. Lessor is entitled to conduct a personal investigation or credit check upon Lessee subject to applicable legislation. Lender is entitled to disclose financial and other information about Borrower to its affiliates for the purpose of assessing credit risks and promoting the products and services of Lender and its affiliates. A signed copy of this Agreement transmitted by email, facsimile or other electronic means is deemed to be an original. An electronic signature to this Agreement shall be as valid as an original signature. Time is of the essence of this Agreement. Each Lease Agreement will be construed according to the laws of the Province of

the Location of the Equipment. To the extent permitted by law Lessee waives the provisions of the Limitation of Civil Rights Act of Saskatchewan. If applicable, the parties agree that this Agreement and all related documents be written in English. his Agreement constitutes a leasing as defined in the Civil Code of Quebec if the Equipment Location is in Quebec. Lessee will allow Lessor access to the Equipment for inspection during the Term. The Equipment is and will remain the sole property of Lessor during the Term. This Agreement will not become binding upon Lessor until accepted by Lessor. This Agreement is binding on Lessee's heirs, executors, administrators, successors and permitted assigns. If more than one Lessee is named in this Agreement, the liability of each Lessee will be joint and several and will not be affected by any amendment or renewal of this Agreement. Notice required under this Agreement will be provided to the Lessee in writing to the address set forth in this Agreement. Clerical errors will not affect the validity of this Agreement and Lessor may correct clerical errors provided that Lessor gives notice of the correction to. only Lessee acknowledge that the Equipment that the Equipment suppliers or their sales representatives or any not Lessor's agents and are not authorized to waive or change the terms of the Agreement or act on behalf of Lessor. Lessee acknowledges receipt of a copy of this Agreement and waives the delivery of a copy of any financing statement registered in respect of this Agreement. Where permitted, Lessor grants to Lessee and Lessee accepts a non-transferable and non-exclusive license to use any software referred to in this Agreement with the Equipment Lessee may not alter such software and will not copy, disclose or make such software available to any other person without Lessor's prior written consent.

EQUIPMENT SCHEDULE

This schedule is attached to and forms part of:

Agreement No. 0405202252Dental

Equipment Description:

068-1277 BELMON CHAIR SER AQ21F0016
068-1278 BELMON CHAIR SER AQ21G0004
068-1279 BELMON CHAIR SER AQ21G0002
068-1280 BELMON CHAIR SER AQ21F0059
068-1281 BELMON CHAIR SER AQ21F0014
068-1282 BELMON CHAIR SER AQ21G0008
068-1283 BELMON UNIT SER VW21E0235
068-1284 BELMON UNIT SER VW21E0238
068-1285 BELMON UNIT SER VW21E0245
068-1286 BELMON UNIT SER VW21C0185
068-1287 BELMON UNIT SER VW21E0242
068-1288 BELMON UNIT SER VW21E0234
068-1289 BELMON LIGHT SER AV21K0332
068-1290 BELMON LIGHT SER AV21K0328
068-1291 BELMON LIGHT SER AV21K0330
068-1292 BELMON LIGHT SER AV21K0335
068-1293 BELMON LIGHT SER AV21K0345
068-1294 BELMON LIGHT SER AV21K0339
068-1295 BELMON UNIT
068-1296 BELMON UNIT
068-1297 BELMON UNIT
068-1298 BELMON UNIT
068-1299 BELMON UNIT
068-1300 BELMON UNIT
068-1301 BELMON UNIT
068-1302 BELMON UNIT
068-1303 BELMON UNIT
068-1304 BELMON UNIT
068-1305 BELMON UNIT
068-1306 BELMON UNIT
068-1307 BELMON XR INTRA PHOT SER EX21L0581
068-1308 BELMON XR INTRA PHOT SER EX21L0582
068-1309 BELMON XR INTRA PHOT SER EX21K0126
068-1310 BELMON XR INTRA PHOT SER EX21K0129
068-1311 BELMON XR INTRA PHOT SER EX21L0574
068-1312 BELMON XR INTRA PHOT SER EX 21L0575
068-1482 AIRTEC EVVAC PUMP SER MM700-22040017, MM100-22040024
068-1483 AIRTEC EVVAC PUMP
068-1484 AIRTEC COMPRESSOR SER AS700-22040008
068-1485 AIRTEC EVA COMPNT SER AP122030028
068-1486 AIRTEC EVA COMPNT
068-1487 AIRTEC MASTR CTRL
068-0501 SIRONA CONEBEAMXR SER 1081251245
068-1418 SCHICK DIG XR SEN SER WL 10000026
068-1421 SCHICK DIG XR SEN SER WL 10000005
068-1416 SCHICK DIG X
SEN SER WL20000099
068-1501 SCICAN THERMO SER 400122D00004
068-1502 SCICAN THERMO SER 400122D00008
067-9964 W&H AUTOCLAVE SER 162302
067-9965 W&H AUTOCLAVE SER 162320
068-0760 W&H AUTOCLAVE
068-0761 W&H AUTOCLAVE

09

SCHEDULE 3



PATTERSON
DENTAL/DENTAIRE

52 DENTAL CENTRE
Dr Faissal Mouhamad
100-3505 52 St SE
Calgary, AB T2B 3R3

SUTTEVILLE A

PATTERSON DENT CANADA INC.
CALGARY BRANCH
112-4152 27TH STREET NE.
CALGARY, AB T1Y 7J8

INVOICE#: 964/1090981

Printed: 05/03/2022 7:58 AM

GST#: R101355113

Customer#: 964/201415-7 Representative: 964-04
Customer P.O.: SURESMILE
Account: EQUIP
Dept: EQUIP

Telephone: (403) 250-9838
Order#: 964/0000000
Submitted: 03/21/2022

Item#	Ordered	Shipped	Pkg	Mfr	Mfr Catalog#	Item Description	Unit Price	Amount	SC
068-0964	1	1	EA	SIRONA		DI SCANNER, PRIMESCAN DI Serial# 112826 Equipment Specialist ID# 006088	35000.00	35000.00	03
INSTALLED BY HI-TECH TEAM.									
** YOUR PATTERSON ORDER SHIPPED COMPLETE **									
Subtotal								35000.00	
GST								1750.00	15
Total								36750.00	

Amount due upon receipt.
The balance is subject to service
charges not to exceed 1.75% per month. (21% per year)

SCHEDULE 4

Search ID #: Z15722971

Transmitting Party

MCMILLAN LLP

1700, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 60001912
Phone #: 403 231 8378
Reference #: 293571

Search ID #: Z15722971

Date of Search: 2023-Jan-03

Time of Search: 08:40:00

Business Debtor Search For:

52 DENTAL CORPORATION

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15722971

Business Debtor Search For:

52 DENTAL CORPORATION

Search ID #: Z15722971

Date of Search: 2023-Jan-03

Time of Search: 08:40:00

Registration Number: 16080309855

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Aug-03

Registration Status: Current

Expiry Date: 2026-Aug-03 23:59:59

Exact Match on:

Debtor

No: 3

Amendments to Registration

21070901456

Renewal

2021-Jul-09

22081811079

Amendment

2022-Aug-18

Debtor(s)

Block

Status

1 MCIVOR DEVELOPMENTS LTD.
SUITE 101, 5018 45 ST
RED DEER, AB T4N 1K9

Current

Block

Status

2 DELTA DENTAL CORP.
202 - 4921 49 STREET
RED DEER, AB T4N 1V2

Current by
22081811079

Block

Status

3 52 DENTAL CORPORATION
202 - 4921 49 STREET
RED DEER, AB T4N 1V2

Current by
22081811079

Block

Status

4 52 WELLNESS CENTER INC.
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Current by
22081811079

Search ID #: Z15722971

Block

5 AHMAD, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E1A1

Status

Current by
22081811079

Block

6 AHMED, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E1A1

Status

Current by
22081811079

Block

7 MICHAEL DAVE MANAGEMENT LTD
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081811079

Block

8 PARADISE MCIVOR DEVELOPMENTS LTD.
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081811079

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Status

Deleted by
22081811079

Block

2 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4
Email: torbscpr@rbc.com

Status

Current by
22081811079

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Status

Current

Search ID #: Z15722971

Business Debtor Search For:

52 DENTAL CORPORATION

Search ID #: Z15722971

Date of Search: 2023-Jan-03

Time of Search: 08:40:00

Registration Number: 16082230828

Registration Date: 2016-Aug-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Aug-22 23:59:59

Exact Match on: Debtor No: 3

Amendments to Registration

22072128251	Amendment	2022-Jul-21
22080926628	Amendment	2022-Aug-09
22081709434	Amendment	2022-Aug-17
22081711767	Amendment	2022-Aug-17
22081727466	Amendment	2022-Aug-17

Debtor(s)

Block

1 FAISSAL MOUHAMAD PROFESSIONAL CORPORATION
101-5018-45TH STREET
RED DEER, AB T4N 1K9

Status

Current

Block

2 DELTA DENTAL CORP
202-4921 49ST
RED DEER, AB T4N 1V2

Status

Current by
22072128251

Block

3 52 DENTAL CORPORATION
202-4921 49ST
RED DEER, AB T4N 1V2

Status

Current by
22072128251

Block

4 52 WELLNESS CENTRE INC.
600, 4911 51 ST
RED DEER, AB T4N6V4

Status

Current by
22080926628

Search ID #: Z15722971

Block

5 AHMAD, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E 1A1

Birth Date:
1984-Mar-01

Status

Current by
22081709434

Block

6 FETOUN, AHMED
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E 1A1

Birth Date:
1984-Mar-01

Status

Current by
22081711767

Block

7 MICHAEL DAVE MANAGEMENT LTD.
600, 4911 - 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081727466

Block

8 MOUHAMAD, FAISSAL
7151-50TH AVENUE
RED DEER, AB T4N 4E4

Status

Current by
22081727466

Block

9 PARADISE MCIVOR DEVELOPMENTS LTD.
600, 4911 - 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081727466

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
2ND FLOOR, 4943 ROSS STREET
RED DEER, AB T4N 1X8

Status

Deleted by
22072128251

Block

2 ROYAL BANK OF CANADA
2ND FLOOR, 4943 ROSS STREET
RED DEER, AB T4N 1X8
Email: torbscpr@rbc.com

Status

Current by
22072128251

Collateral: General

Block

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Status

Current

Search ID #: Z15722971

- 2 ALL PERSONAL PROPERTY OF THE DEBTOR LOCATED AT 101-5018-45TH STREET, Current
RED DEER, ALBERTA, T4N 1K9
- 3 ALL PRESENT PROPERTY OF THE DEBTOR LOCATED AT 5207 POWER CENTRE Current
BLVD., DRAYTON VALLEY, ALBERTA, T7A 0A5

Search ID #: Z15722971

Business Debtor Search For:

52 DENTAL CORPORATION

Search ID #: Z15722971

Date of Search: 2023-Jan-03

Time of Search: 08:40:00

Registration Number: 18042545916

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Apr-25

Registration Status: Current

Expiry Date: 2023-Apr-25 23:59:59

Exact Match on:

Debtor

No: 3

Amendments to Registration

22081811233

Amendment

2022-Aug-18

Debtor(s)

Block

1 985842 ALBERTA LTD.
7151 50 AVE
RED DEER, AB T4N 4E4

Status

Current

Block

2 DELTA DENTAL CORP.
202 - 4921 49 STREET
RED DEER, AB T4N 1V2

Status

Current by
22081811233

Block

3 52 DENTAL CORPORATION
202 - 4921 49 STREET
RED DEER, AB T4N 1V2

Status

Current by
22081811233

Block

4 52 WELLNESS CENTER INC.
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081811233

Block

5 AHMAD, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E1A1

Status

Current by
22081811233

Search ID #: Z15722971

Block

6 AHMED, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E1A1

Status

Current by
22081811233

Block

7 MICHAEL DAVE MANAGEMENT LTD
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081811233

Block

8 PARADISE MCIVOR DEVELOPMENTS LTD.
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081811233

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Status

Deleted by
22081811233

Block

2 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4
Email: torbscpr@rbc.com

Status

Current by
22081811233

Collateral: General

Block

Description

Status

1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	Current
2	THIS REGISTRATION IS A RE-REGISTRATION PURSUANT TO SECTION	Current
3	35(7) AND 35(8) OF THE PERSONAL PROPERTY SECURITY ACT	Current
4	RELATING TO REGISTRATION NO. 16080309153 DATED AUGUST 3,	Current
5	2016, ERRONEOUSLY DISCHARGED ON APRIL 19, 2018.	Current

Search ID #: Z15722971

Business Debtor Search For:

52 DENTAL CORPORATION

Search ID #: Z15722971

Date of Search: 2023-Jan-03

Time of Search: 08:40:00

Registration Number: 22042607078

Registration Date: 2022-Apr-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2032-Apr-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 52 DENTAL CORPORATION
3505-52ND STREET SE
CALGARY, AB T2B3R3

Block

Status

Current

2 DELTA DENTAL
3505-52ND STREET SE
CALGARY, AB T2B3R3

Block

Status

Current

3 MOUHAMAD, FAISSAL
3505-52ND STREET SE
CALGARY, AB T2B3R3

Birth Date:
1968-Sep-25

Block

Status

Current

4 FAISSAL MOUHAMAD PROFESSIONAL CORPORATION
3505-52ND STREET SE
CALGARY, AB T2B3R3

Secured Party / Parties

Block

Status

Current

1 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 866 814 4752
Email: ppsa.adminstration@cwbnationalleasing.com

Search ID #: Z15722971

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL GOODS AND EQUIPMENT OF EVERY NATURE OR KIND LEASED PURSUANT TO MASTER LEASE AGREEMENT NUMBER 51058404 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM, INCLUDING ALL AFTER ACQUIRED GOODS AND EQUIPMENT SUBJECT TO ANY INTERIM FUNDING AGREEMENT(S) AND ANY LEASE SCHEDULES ATTACHED TO AND FORMING PART OF MASTER LEASE AGREEMENT NUMBER 51058404.	Current

Result Complete

SCHEDULE 5

Search ID #: Z15742308

Transmitting Party

MNP LTD.

1500, 640 - 5th AVE SW
CALGARY, AB T2P 3G4

Party Code: 50098078
Phone #: 403 538 3187
Reference #: V. Allen

Search ID #: Z15742308

Date of Search: 2023-Jan-10

Time of Search: 08:16:27

Business Debtor Search For:

52 DENTAL CORPORATION

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15742308

Business Debtor Search For:

52 DENTAL CORPORATION

Search ID #: Z15742308

Date of Search: 2023-Jan-10

Time of Search: 08:16:27

Registration Number: 16080309855

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Aug-03

Registration Status: Current

Expiry Date: 2026-Aug-03 23:59:59

Exact Match on:

Debtor

No: 3

Amendments to Registration

21070901456

Renewal

2021-Jul-09

22081811079

Amendment

2022-Aug-18

Debtor(s)

Block

Status

1 MCIVOR DEVELOPMENTS LTD.
SUITE 101, 5018 45 ST
RED DEER, AB T4N 1K9

Current

Block

Status

2 DELTA DENTAL CORP.
202 - 4921 49 STREET
RED DEER, AB T4N 1V2

Current by
22081811079

Block

Status

3 52 DENTAL CORPORATION
202 - 4921 49 STREET
RED DEER, AB T4N 1V2

Current by
22081811079

Block

Status

4 52 WELLNESS CENTER INC.
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Current by
22081811079

Search ID #: Z15742308

Block

5 AHMAD, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E1A1

Status

Current by
22081811079

Block

6 AHMED, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E1A1

Status

Current by
22081811079

Block

7 MICHAEL DAVE MANAGEMENT LTD
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081811079

Block

8 PARADISE MCIVOR DEVELOPMENTS LTD.
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081811079

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Status

Deleted by
22081811079

Block

2 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4
Email: torbscpr@rbc.com

Status

Current by
22081811079

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Status

Current

Search ID #: Z15742308

Business Debtor Search For:

52 DENTAL CORPORATION

Search ID #: Z15742308

Date of Search: 2023-Jan-10

Time of Search: 08:16:27

Registration Number: 16082230828

Registration Date: 2016-Aug-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Aug-22 23:59:59

Exact Match on: Debtor No: 3

Amendments to Registration

22072128251	Amendment	2022-Jul-21
22080926628	Amendment	2022-Aug-09
22081709434	Amendment	2022-Aug-17
22081711767	Amendment	2022-Aug-17
22081727466	Amendment	2022-Aug-17

Debtor(s)

Block

1 FAISSAL MOUHAMAD PROFESSIONAL CORPORATION
101-5018-45TH STREET
RED DEER, AB T4N 1K9

Status

Current

Block

2 DELTA DENTAL CORP
202-4921 49ST
RED DEER, AB T4N 1V2

Status

Current by
22072128251

Block

3 52 DENTAL CORPORATION
202-4921 49ST
RED DEER, AB T4N 1V2

Status

Current by
22072128251

Block

4 52 WELLNESS CENTRE INC.
600, 4911 51 ST
RED DEER, AB T4N6V4

Status

Current by
22080926628

Search ID #: Z15742308

Block

5 AHMAD, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E 1A1

Birth Date:
1984-Mar-01

Status

Current by
22081709434

Block

6 FETOUN, AHMED
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E 1A1

Birth Date:
1984-Mar-01

Status

Current by
22081711767

Block

7 MICHAEL DAVE MANAGEMENT LTD.
600, 4911 - 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081727466

Block

8 MOUHAMAD, FAISSAL
7151-50TH AVENUE
RED DEER, AB T4N 4E4

Status

Current by
22081727466

Block

9 PARADISE MCIVOR DEVELOPMENTS LTD.
600, 4911 - 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081727466

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
2ND FLOOR, 4943 ROSS STREET
RED DEER, AB T4N 1X8

Status

Deleted by
22072128251

Block

2 ROYAL BANK OF CANADA
2ND FLOOR, 4943 ROSS STREET
RED DEER, AB T4N 1X8
Email: torbscpr@rbc.com

Status

Current by
22072128251

Collateral: General

Block

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Status

Current

Search ID #: Z15742308

- 2 ALL PERSONAL PROPERTY OF THE DEBTOR LOCATED AT 101-5018-45TH STREET, Current
RED DEER, ALBERTA, T4N 1K9
- 3 ALL PRESENT PROPERTY OF THE DEBTOR LOCATED AT 5207 POWER CENTRE Current
BLVD., DRAYTON VALLEY, ALBERTA, T7A 0A5

Search ID #: Z15742308

Business Debtor Search For:

52 DENTAL CORPORATION

Search ID #: Z15742308

Date of Search: 2023-Jan-10

Time of Search: 08:16:27

Registration Number: 18042545916

Registration Date: 2018-Apr-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Apr-25 23:59:59

Exact Match on: Debtor No: 3

Amendments to Registration

22081811233

Amendment

2022-Aug-18

Debtor(s)**Block**1 985842 ALBERTA LTD.
7151 50 AVE
RED DEER, AB T4N 4E4**Status**

Current

Block2 DELTA DENTAL CORP.
202 - 4921 49 STREET
RED DEER, AB T4N 1V2**Status**Current by
22081811233**Block**3 52 DENTAL CORPORATION
202 - 4921 49 STREET
RED DEER, AB T4N 1V2**Status**Current by
22081811233**Block**4 52 WELLNESS CENTER INC.
600, 4911 51 STREET
RED DEER, AB T4N 6V4**Status**Current by
22081811233**Block**5 AHMAD, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E1A1**Status**Current by
22081811233

Search ID #: Z15742308

Block

6 AHMED, FETOUN
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E1A1

Status

Current by
22081811233

Block

7 MICHAEL DAVE MANAGEMENT LTD
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081811233

Block

8 PARADISE MCIVOR DEVELOPMENTS LTD.
600, 4911 51 STREET
RED DEER, AB T4N 6V4

Status

Current by
22081811233

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Status

Deleted by
22081811233

Block

2 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4
Email: torbscpr@rbc.com

Status

Current by
22081811233

Collateral: General

Block

Description

Status

1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	Current
2	THIS REGISTRATION IS A RE-REGISTRATION PURSUANT TO SECTION	Current
3	35(7) AND 35(8) OF THE PERSONAL PROPERTY SECURITY ACT	Current
4	RELATING TO REGISTRATION NO. 16080309153 DATED AUGUST 3,	Current
5	2016, ERRONEOUSLY DISCHARGED ON APRIL 19, 2018.	Current

Search ID #: Z15742308

Business Debtor Search For:

52 DENTAL CORPORATION

Search ID #: Z15742308

Date of Search: 2023-Jan-10

Time of Search: 08:16:27

Registration Number: 22042607078

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Apr-26

Registration Status: Current

Expiry Date: 2032-Apr-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 52 DENTAL CORPORATION
3505-52ND STREET SE
CALGARY, AB T2B3R3

Block

Status

Current

2 DELTA DENTAL
3505-52ND STREET SE
CALGARY, AB T2B3R3

Block

Status

Current

3 MOUHAMAD, FAISSAL
3505-52ND STREET SE
CALGARY, AB T2B3R3

Birth Date:
1968-Sep-25

Block

Status

Current

4 FAISSAL MOUHAMAD PROFESSIONAL CORPORATION
3505-52ND STREET SE
CALGARY, AB T2B3R3

Secured Party / Parties

Block

Status

Current

1 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 866 814 4752
Email: ppsa.adminstration@cwbnationalleasing.com

Search ID #: Z15742308

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL GOODS AND EQUIPMENT OF EVERY NATURE OR KIND LEASED PURSUANT TO MASTER LEASE AGREEMENT NUMBER 51058404 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM, INCLUDING ALL AFTER ACQUIRED GOODS AND EQUIPMENT SUBJECT TO ANY INTERIM FUNDING AGREEMENT(S) AND ANY LEASE SCHEDULES ATTACHED TO AND FORMING PART OF MASTER LEASE AGREEMENT NUMBER 51058404.	Current

Search ID #: Z15742308

Business Debtor Search For:

52 DENTAL CORPORATION

Search ID #: Z15742308

Date of Search: 2023-Jan-10

Time of Search: 08:16:27

Registration Number: 22070509451

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jul-05

Registration Status: Current

Expiry Date: 2027-Jul-05 23:59:59

Exact Match on:

Debtor

No: 2

Amendments to Registration

23010434017

Amendment

2023-Jan-04

Debtor(s)

Block

Status

1 MOUHAMAD, FAISSAL
52-26534 TOWNSHIP ROAD 384
RED DEER COUNTY, AB T4E 1A1

Birth Date:
1968-Sep-25

Current

Block

2 52 DENTAL CORPORATION
3505 52ND STREET S.E.
CALGARY, AB T2B 3R3

Status

Current by
23010434017

Secured Party / Parties

Block

Status

1 PATTERSON DENTAL CANADA, INC.
1205 BLVD HENRI-BOURASSA WEST
MONTREAL, QC H3M 3E6
Email: absecparties@avssystems.ca

Current

Search ID #: Z15742308

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	INVOICE 9641090959 068-1277 BELMON CHAIR SER AQ21F0016 \$9936.99 068-1278 BELMON CHAIR SER AQ21G0004 \$9936.99 068-1279 BELMON CHAIR SER AQ21G0002 \$9936.99 068-1280 BELMON CHAIR SER AQ21F0059 \$9936.99 068-1281 BELMON CHAIR SER AQ21F0014 \$9936.99 068-1282 BELMON CHAIR SER AQ21G0008 \$9936.99 068-1283 BELMON UNIT SER VW21E0235 \$4975.14 068-1284 BELMON UNIT SER VW21E0238 \$4975.14 068-1285 BELMON UNIT SER VW21E0245 \$4975.14 068-1286 BELMON UNIT SER VW21C0185 \$4975.14 068-1287 BELMON UNIT SER VW21E0242 \$4975.14 068-1288 BELMON UNIT SER VW21E0234 \$4975.14 068-1289 BELMON LIGHT SER AV21K0332 \$3145.30 068-1290 BELMON LIGHT SER AV21K0328 \$3145.30 068-1291 BELMON LIGHT SER AV21K0330 \$3145.30 068-1292 BELMON LIGHT SER AV21K0335 \$3145.30 068-1293 BELMON LIGHT SER AV21K0345 \$3145.30 068-1294 BELMON LIGHT SER AV21K0339 \$3145.30 068-1295 BELMON UNIT \$590.27 068-1296 BELMON UNIT \$590.27 068-1297 BELMON UNIT \$590.27 068-1298 BELMON UNIT \$590.27 068-1299 BELMON UNIT \$590.27 068-1300 BELMON UNIT \$590.27 068-1301 BELMON UNIT \$140.54 068-1302 BELMON UNIT \$140.54 068-1303 BELMON UNIT \$140.54 068-1304 BELMON UNIT \$140.54 068-1305 BELMON UNIT \$140.54 068-1306 BELMON UNIT \$140.54 068-1307 BELMON XR INTRA PHOT SER EX21L0581 \$4496.05 068-1308 BELMON XR INTRA PHOT SER EX21L0582 \$4496.05 068-1309 BELMON XR INTRA PHOT SER EX21K0126 \$4496.05 068-1310 BELMON XR INTRA PHOT SER EX21K0129 \$4496.05 068-1311 BELMON XR INTRA PHOT SER EX21L0574 \$4496.05 068-1312 BELMON XR INTRA PHOT SER EX21L0575 \$4496.05 068-1482 AIRTEC EVAC PUMP SER MM700-22040017, MM100-22040024 \$14867.00 068-1483 AIRTEC EVAC PUMP \$611.00 068-1484 AIRTEC COMPRESSOR SER AS700-22040008 \$14800.00 068-1485 AIRTEC EVA COMPNT SER AP122030028 \$925.00 068-1486 AIRTEC EVA COMPNT \$2063.00 068-1487 AIRTEC MASTR CTRL \$446.00 068-0501 SIRONA CONEBEAMXR SER 1081251245 \$120000.00 068-1418 SCHICK DIG XR SEN SER WL10000026 \$9391.00 068-1421 SCHICK DIG XR SEN SER WL10000005 \$9391.00 068-1416 SCHICK DIG XR	Current
2	SEN SER WL20000099 \$10616.00 068-1501 SCICAN THERMO SER 400122D00004 \$9955.00 068-1502 SCICAN THERMO SER 400122D00008 \$9955.00 067-9964 W&H AUTOCLAVE SER 162302 \$6968.00 067-9965 W&H AUTOCLAVE SER 162320 \$6968.00 068-0760 W&H AUTOCLAVE \$233.28 068-0761 W&H AUTOCLAVE \$233.28	Current

Search ID #: Z15742308

Result Complete

SCHEDULE 6

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

VIA EMAIL: drmouhamad@hotmail.com

January 9, 2023

Faissal Mouhamad

Attention: Faissal Mouhamad

Dear Dr.

RE: 52 Dental Corporation – in Receivership (the “Company”)

As you are aware, MNP Ltd. acts as Receiver and Manager of the Company. As previously advised, we have negotiated the sale of the 52 Dental practice, including the clinical equipment in use there (the “Equipment”). As you are further aware, the Equipment is subject to the following agreements:

1. A conditional sales contract, which was known by Patterson as agreement no. 731575 (“Agreement 731575”). As at December 20, 2022, Agreement 731575 had an outstanding balance of approximately \$332,700. The clinical equipment included in Agreement 731575 is the subject of a corresponding Master Lease Agreement between yourself and Patterson.
2. A conditional sales contract, which was known by Patterson as agreement no. 732002 (“Agreement 732002”). As at December 20, 2022, Agreement 732002 had an outstanding balance of approximately \$37,900.

We are preparing to seek approval of this sale at a Court application scheduled for January 11, 2023. The order that we are seeking will require the Receiver to hold the net sale proceeds in trust in an amount sufficient to repay the amount owing to Patterson subject to further review of the various creditor interests and any claims that may be advanced regarding the allocation of professional fees between the various claimants. This would allow for the sale to proceed, with the distribution of the net sale proceeds being addressed at a subsequent Court application.

To clarify that the Equipment may be included in the sale of the 52 Dental practice, we would like to include wording in the corresponding Sale Approval and Vesting Order, which sets out that all of the interests of both 52 Dental Corporation and yourself in the Equipment are being transferred to the purchaser.

Further to our previous discussions, we believe that you are supportive of the sale proceeding as set out above. As such, can you please sign below to confirm your agreement with the proposed course of action or, alternatively, advise us of any concerns that you may have at your earliest opportunity?

If you have any questions, please feel free to give me a call.

Sincerely,

MNP Ltd., in its capacity as Receiver and Manager of 52 Dental Corporation and not in its personal or corporate capacity

Vanessa Allen, CIRP, LIT
Senior Vice President

Acknowledgment and Consent

By signing below, I confirm my agreement with the sale of the 52 Dental practice, including the Equipment proceeding as set out above.

Dr. Faissal Mouhamad