

Clerk's Stamp

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 **APPLICATION**

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

**Attention: Adam Maerov/Kourtney Rylands/  
Preet Saini**  
Telephone: (403) 531-4700  
Fax: (403) 531.4720  
File Number: 293571

**NOTICE TO THE RESPONDENTS**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: December 6, 2023  
Time: 2:00 PM  
Where: Edmonton Law Courts, via WebEx Information attached as Appendix "A"  
Before: The Honourable Justice Neilson

Go to the end of this document to see what you can do and when you must do it.

**Remedy claimed or sought:**

1. The Applicant, MNP Ltd., in its capacity as receiver and manager ("**Receiver**") of Faissal Mouhamad Professional Corporation ("**FMPC**"), Delta Dental Corp. ("**DDC**"), 52 Dental Corporation ("**52 Dental**"), 52 Wellness Centre Inc. ("**52 Wellness**") and Michael Dave

Management Ltd. (“**MDML**”) and 985842 Alberta Ltd. (“**985842**”) seeks the following forms of relief:

- a. abridgement of the time for service of this application (the “**Application**”), if necessary, and declaring that this Application is properly returnable and that further service of this Application is hereby dispensed with;
- b. advice and direction with respect to the determination of priority of certain secured creditor claims submitted in the Claims Process (as defined in the Ninth Report of the Receiver dated July 10, 2023, (the “**Ninth Report**”) and corresponding distribution of net proceeds, subject to approval of a future allocation of the administrative costs of the proceedings, in an order to be determined by this Court more specifically as it pertains to:
  - (i) the distribution of net proceeds in the receivership estate of 52 Dental to Patterson Dental Canada Inc. (“**Patterson**”) and/or Royal Bank of Canada (“**RBC**”) pursuant to security interests asserted by Patterson and RBC in certain equipment used by 52 Dental; and
  - (ii) the distribution of net proceeds in the consolidated receivership estates of FMPC and DDC, including the determination of priority as between RBC, CWB National Leasing Inc. (“**CWB**”) and/or members of the Jovica Group (as defined in the Ninth Report) to proceeds from the sale of the clinical equipment (the “**Delta Equipment**”) used at the Delta Clinic (the “**Delta Equipment Claim**”); and
- c. an Order substantially in the form attached hereto as Schedule “A” confirming that:
  - (i) The Notice of Revision and Disallowance that was issued to Mahmoud Mohamad (“**M. Mohamad**”) is ratified and approved and constitutes a final and conclusive determination of that claim;
  - (ii) Mclvor Urban Developments Ltd. (“**Mclvor**”) shall, without prejudice to Mclvor’s ability to pursue its claims against other parties outside of the receivership proceedings, not have any recourse to, or interest in, the proceeds of realization of the property of any of the Companies and the Proof of Claim filed by Mclvor, the Notice of Revision or Disallowance issued to Mclvor and the Notice of Dispute filed by Mclvor will not be finally determined in the receivership proceedings unless otherwise ordered by the Court; and
  - (iii) the Trustee of the Estate of Sarah Moe also known as Sahar Muhamad and Trustee of the Estate of Sarah Moe Professional Corporation (collectively, the “**Moe Estate**”) shall, without prejudice to Moe Estate’s ability to pursue its claims against other parties outside of the receivership proceedings, not have any recourse to, or interest in, the proceeds of realization of the property of any of the Companies and the Proof of Claim filed by Moe Estate, the Notice of Revision or Disallowance issued to Moe

Estate and the Notice of Dispute filed by Moe Estate will not be finally determined in the receivership proceedings unless otherwise ordered by the Court; and

- d. such further and other relief as counsel may request and this Honourable Court may deem appropriate.

**Grounds for Making this Application:**

***Background***

2. On September 16, 2022, MNP Ltd. was appointed as Receiver over all of the current and future assets, undertakings, and properties of FMPC, DDC, 52 Dental, 52 Wellness and MDML.
3. On September 29, 2022, MNP Ltd. was appointed as Receiver over all of the current and future assets, undertakings, and properties of 985842 (together with FMPC, DDC, 52 Dental, 52 Wellness and MDML, the “**Companies**”).
4. The Companies’ businesses can be summarized as follows:

<b>Corporate entity</b>	<b>Directors/ Shareholders</b>	<b>Description of Operations</b>
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” (“ <b>Delta Dental</b> ”).
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” (“ <b>52 Dental</b> ”).
52 Wellness Centre Inc.	F. Mouhamad is the sole director and shareholder	Owns a building located at 3505 52nd Street SE, Calgary, Alberta (the “ <b>52 Building</b> ”). The 52 Building houses 52 Dental and five 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 “ <b>Delta Building</b> ”) 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 (“ <b>DV Unit</b> ”).

(collectively, the properties described above are referred to as the “**Properties**”)

5. The key assets in the receivership proceedings included two operating dental clinics, which are referred to as the “**Delta Clinic**” and the “**52 Clinic**” and three real properties, which are described below:
  - a. The 52 Building, which was owned by 52 Wellness, housed the 52 Clinic and three other commercial tenants;
  - b. The Delta Building, which was owned by MDML, housed the Delta Clinic (the Delta Building and the Delta Clinic will collectively be referred to as the “**Delta Property**”); and
  - c. The DV Unit, which was owned by 985842, housed an unrelated dental practice.

6. The DV Unit (the “**DV Unit Sale**”), the 52 Clinic (the “**52 Clinic Sale**”), the Delta Property (the “**Delta Sale**”) and the 52 Wellness Building (the “**52 Building Sale**”) have all been sold.
7. On May 8, 2023, this Court granted an order approving the substantive consolidation of the receivership estates of FMPC and DDC and discharging the Receiver in respect of 52 Wellness, subject only to the Receiver completing some administrative tasks and filing its discharge.
8. On February 14, 2023, this Court granted an order approving a claims process (the “**Claims Process**”).
9. The Claims Process was established in consultation with stakeholders with knowledge that various secured claims might not be conclusively determinable by the Receiver and/or might be disputed by other secured claimants.
10. The Claims Process was structured to provide transparency to potential secured claimants regarding the secured claims submitted by other parties and to facilitate the presentation of underlying facts and evidence to the Court in an orderly manner.
11. The Claims Process directed the Receiver to solicit claims from all creditors of the Companies (excluding 52 Wellness) for the purpose of determining the creditors that will be eligible to share in any distributions made in the respective receivership proceedings, as described in detail in the Ninth Report.
12. Pursuant to the Claims Process, the following parties filed the following proofs of secured claim:
  - a. CWB filed a proof of secured claim for approximately \$95,600 against FMPC in respect of certain equipment in use at the Delta Clinic;
  - b. RBC filed a proof of secured claim for approximately \$3.4 million against all of the Companies;
  - c. Patterson filed a proof of secured claim against 52 Dental for approximately \$411,900; and
  - d. The Jovica Group filed the following three secured claims:
    - i. Jovica Property Management Ltd., Solar Star Holdings Inc. and 1245233 Alberta Ltd. filed a claim against MDML in the amount of approximately \$2.3 million related to a loan by JPML and Solar Star, which was guaranteed by Faissal Mouhamad and Mclvor (“**Jovica Claim 1**”). Pursuant to an Order granted on January 11, 2023, an interim distribution of \$1.0 million has been made in respect of the Delta Mortgage, which reduces the quantum of Jovica Claim 1 to approximately \$1.3 million;
    - ii. Jovica Property Management Ltd., Solar Star Holdings Inc., 1245233 Alberta Ltd. and 1105550 Alberta Ltd. filed a secured claim against MDML in the amount of \$134,700 (“**Jovica Claim 2**”) related to a loan advanced to Paradise Mclvor of which Faissal Mouhamad and MDML are guarantors; and
    - iii. 1193770 Alberta Ltd. filed a secured claim for approximately \$816,800 (“**Jovica Claim 3**”) against 985842 related to a loan advanced to 985842, which was secured by a mortgage on the DV Unit, an assignment of rents and

leases and a general security agreement, all of which were guaranteed by Faissal Mouhamad.

### ***Advice and Direction***

#### **The 52 Dental Equipment**

13. The Receiver seeks advice and direction as it pertains to the distribution of net proceeds in the estate of 52 Dental, including the determination of Patterson's claim that it has a first ranking security interest in certain equipment used by 52 Dental.
14. Patterson is party to two conditional sales contracts with Faissal Mouhamad (the "**Patterson Agreements**") in respect of equipment used at 52 Dental (the "**52 Dental Equipment**").
15. Faissal Mouhamad entered into a master lease agreement with 52 Dental (the "**Master Lease**") in relation to all of the 52 Dental Equipment except for the Scanner described in the Tenth Report of the Receiver dated November 27, 2023.
16. Patterson has taken the position that (i) the Master Lease is a true lease such that the 52 Dental Equipment is owned by Faissal Mouhamad, and (ii) Patterson's security interests arising out of the Agreements rank senior in priority to the security interests of all other creditors, including but not limited to RBC, as against Faissal Mouhamad.
17. RBC has taken the position that the Master Lease is a financing lease such that the 52 Dental Equipment is owned by 52 Dental and that RBC's security interest in the personal property of 52 Dental (other than its security interest in the Scanner) ranks senior in priority to Patterson's interest in the same property. RBC has taken the alternative position that, if the Master Lease is a true lease, then the transfer of certain "Advantage Credits" from FMPC to 52 Dental is a fraudulent preference or conveyance such that the value of the Advantage Credits ought to be paid to FMPC from the net proceeds of sale of the 52 Dental Equipment.
18. The Receiver and its counsel are unable to conclude whether the Master Lease is a true lease or a financing lease as there are characteristics of both present in the Master Lease and as some of the terms of the Master Lease are ambiguous.
19. As the determination of whether the Master Lease is a true lease or financing lease and the relative priority of any security interests in the 52 Dental Equipment cannot readily be ascertained, the Receiver is seeking advice and direction as it pertains to the determination of whether the Master Lease is a true lease or a financing lease, as well as the relative priority of any security interest in the 52 Dental Equipment in favour of Patterson or RBC.
20. The Receiver estimates that \$243,300 of the purchase price for the 52 Sale (as defined in the Ninth Report) was attributable to the 52 Dental Equipment.

#### **The Delta Equipment**

21. The Receiver also seeks advice and direction from this Court as it pertains to the distribution of net sale proceeds of the Delta Equipment from the consolidated receivership estate of FMPC and DDC and a determination of priority of the secured claims asserted by CWB, RBC and members of the Jovica Group.

22. The Delta Equipment appears to the Receiver to have been owned by FMPC, in which case, it would be subject to security interests in favour of CWB, for certain items only, and RBC pursuant to its general security agreement.
23. However, the Receiver understands that the Jovica Group has taken the position that some or all of the Delta Equipment was owned by MDML, in which case it would be subject to security interests in favour of members of the Jovica Group.
24. The trustee of the Bankrupt Estate of Sarah Moe, also known as Sahar Muhamad ("**S. Moe**"), has also filed a proof of claim against the Delta Equipment.
25. As there are issues pertaining the ownership of the Delta Equipment that cannot be readily resolved, the Receiver is seeking advice and direction as it pertains to the determination of ownership of the Delta Equipment and resulting priority of secured party claims as against the proceeds of the Delta Equipment as between CWB, RBC and the Jovica Group.
26. The Delta Equipment represented approximately 8% of the Delta Assets (as defined in the Ninth Report), with an approximate a purchase price of \$184,999 attributable to the Delta Equipment (the "**Delta Allocation**").
27. The Receiver was advised that RBC, the Jovica Group, CWB and the Moe Estate (the "**Settlement Parties**") have reached an agreement with respect to a distribution of the net sale proceeds from the Delta Equipment (the "**Proposed Settlement**"). As at the date of the Tenth Report, the terms of the Settlement Agreement remain confidential.
28. The Receiver will advise the Court of its position on the Proposed Settlement at or before the hearing of this Application once the terms of the Proposed Settlement are made public.

***Notices of Disallowance***

29. The Receiver issued Four Notices of Revision or Disallowance (the "**Disallowances**") pursuant to the Claims Process. Notices of Dispute have been issued in respect of all of the Disallowances by the respective Secured Claimants. The Disallowances are summarized below:

<b>Creditor</b>	<b>Entity</b>	<b>Amount Claimed</b>	<b>Amount Allowed</b>
Bankrupt estate of S. Moe (the " <b>Moe Claim</b> ")	FMPC	Unspecified	Disallowed in its entirety
Mohamad, Mahmoud	ALL	\$ 11,259,539.00	Disallowed in its entirety
Mclvor Urban Developments Ltd. (the " <b>Mclvor Claim</b> ")	ALL	\$ 2,393,700.00	Disallowed in its entirety
Patterson	52 Dental	\$ 411,884.71	\$ 366,397.36

30. The Receiver is seeking confirmation of one of the four Disallowance, being the Disallowance issued to in respect of the proof of claim filed by M. Mohamad (the "**Mohamad Claim**").
31. The Mohamad Claim includes a claim for constructive trust over certain property of the Companies. The Receiver issued a Notice of Revision or Disallowance for the Mohamad Claim because:
- a. M. Mohamad was not found to have a contractual security interest in any personal property of the Companies;
  - b. the Mohamad Claim relates to litigation proceedings, which have not been determined by the Court, is unliquidated and contingent and relates to contentious facts that are not proven and may require discovery of documents, questionings and/ or *via voce* evidence; and
  - c. the Mohamad Claim was found to be too remote or speculative to constitute a provable claim.
32. Mclver has advised the Receiver that it does not intend to assert any interest in the proceeds of realization of the property of any of the Companies or any realizations in the receivership proceedings and, on that basis, and the Receiver do not see any need for this Honourable Court to finally determine the validity of the Mclvor Claim or the Notice of Revision or Disallowance of the Mclver Claim at this time.
33. The Receiver will be seeking an Order confirming, without prejudice to Mclvor's ability to pursue its claims outside of the receivership proceedings, that Mclvor will not have any recourse to, or interest in, the proceeds of realization of the personal and real property of any of the Companies or any realizations in the receivership proceedings and the Notices of Revision and Disallowance issued in respect of the Mclvor Claim will not be finally determined in the Companies' receivership proceedings unless otherwise ordered by the Court.
34. The Receiver will be seeking an Order confirming, without prejudice to the Moe Estate's ability to pursue its claims outside of the receivership proceedings, that the Moe Estate will not have any recourse to, or interest in, the proceeds of realization of the personal and real property of any of the Companies or any realizations in the receivership proceedings and the Notices of Revision and Disallowance issued in respect of the Moe Claim will not be finally determined in the Companies' receivership proceedings unless otherwise ordered by the Court.

### ***Miscellaneous***

35. The Receiver relies on the general terms of the Receivership Orders pronounced on September 16, 2022 and September 29, 2022 respectively, and in particular, paragraph 31 and 27 respectively.

36. The Receiver relies on such further and other grounds as counsel may advise and this Honourable Court may permit.

**Affidavit or other evidence to be used in support of this application:**

37. Receivership Order pronounced on September 16, 2022 by the Honourable Justice Mah.

38. Receivership Order pronounced on September 29, 2022, by the Honourable Justice Mah.

39. Scheduling Order pronounced on June 13, 2023 by the Honourable Justice Little.

40. Tenth Report of the Receiver dated November 27, 2023, filed.

41. Ninth Report of the Receiver dated July 10, 2023 filed;

42. Written Submissions on behalf of Royal Bank of Canada including the Index to the Book of Proceedings and Books Once to Fifteen of Relevant Proceedings dated October 23, 2023;

43. Brief of the Jovica Creditors, filed October 11, 2023; and

44. Bench Brief of Patterson Dental Equipment Inc. in Advance of the Receiver's Application for Directions, filed October 17, 2023.

45. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

**Applicable Acts and regulations:**

46. Rules 6.3, 6.9, 6.28 and 11.27 of the Alberta Rules of Court, Alta Reg 124/2010; and

47. Such further and other rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

48. *Bankruptcy and Insolvency Act*, RSA 1985, c B-3, without limitation, s 249.

49. *Judicature Act*, RSA 2000, c J-2, as amended.

50. This Court's equitable and inherent jurisdiction; and

51. Such further authority as counsel may advise and this Honourable Court may permit.



**WARNING**

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

## APPENDIX “A”

### Webex Hearing Information

**Virtual Courtroom 86** has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom86>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

For more information relating to Webex protocols and procedures, please visit:  
<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

**Schedule "A"**  
**Form of Order**

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

Clerk's Stamp

DOCUMENT **ORDER: APPROVAL NOTICES OF REVISION OR DISALLOWANCE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**McMillan LLP**  
TD Canada Trust Tower  
#1700, 421-7<sup>th</sup> Avenue SW  
Calgary, Alberta 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:** December 6, 2023

**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton Law Courts

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice Neilson

UPON THE APPLICATION of MNP Ltd., in its capacity as court-appointed receiver and manager (the "**Receiver**") of Faissal Mouhamad Professional Corporation ("**FMPC**"), 52 Dental Corporation, Delta Dental Corp. ("**DDC**"), Michael Dave Management Ltd. ("**MDML**"), 52 Wellness Centre Inc. ("**52 Wellness**") and 985842 Alberta Ltd. ("**985842**" and collectively the

“**Companies**”); AND UPON reviewing the Ninth Report of the Receiver dated July 10, 2023 (“**Ninth Report**”) and the Tenth Report of the Receiver dated November 27, 2023 (the “**Tenth Report**”); AND UPON reviewing the receivership order granted by the Honourable Justice Mah on September 16, 2022 appointing the Receiver in respect of FMPC, 52 Dental Corporation, DDC, MDML and 52 Wellness and the order granted by the Honourable Justice Mah on September 29, 2022, appointing the Receiver in respect of 985842; 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 AND DECLARED THAT:**

**SERVICE OF APPLICATION**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

**APPROVAL OF NOTICE OF REVISION OR DISALLOWANCE**

2. The Receiver’s Notice of Revision or Disallowance that was issued to Mahmoud Mohamad as appended to and further described in the Tenth Report is hereby ratified and approved and constitutes a final and conclusive determination of the claim.
3. Mclvor Urban Developments Ltd. (“**Mclvor**”) shall not have any recourse to, or interest in, the proceeds of realization in the receivership proceedings, including personal or real property of any of the Companies, and the Proof of Claim filed by Mclvor, the Notice of Revision or Disallowance issued to Mclvor and the Notice of Dispute filed by Mclvor will not be finally determined in the receivership proceedings unless otherwise ordered by the Court. This will be without prejudice to the rights of Mclvor to pursue any claim(s) against any person (other than the Companies) involving the Companies outside of the receivership proceedings for the Companies.
4. The Trustee of the Estate of Sarah Moe also known as Sahar Muhamad and the Trustee of the Estate of Sarah Moe Professional Corporation (collectively the “**Moe Estate**”) shall not have any recourse to, or interest in, the proceeds of realization in the receivership proceedings, including personal or real property of any of the Companies, and the Proof of Claim filed by the Moe Estate, the Notice of Revision or Disallowance issued to Moe

Estate and the Notice of Dispute filed by the Moe Estate will not be finally determined in the receivership proceedings unless otherwise ordered by the Court. This will be without prejudice to the rights of the Moe Estate to pursue any claim(s) against any person (other than the Companies) involving the Companies outside of the receivership proceedings for the Companies.

## **SERVICE OF ORDER**

5. Service of this Order shall be deemed good and sufficient by:
    - a. Serving the same on:
      - (i) the persons listed on the service list created in these proceedings;
      - (ii) any other person served with notice of the application for this Order;
      - (iii) any other parties attending or represented at the application for this Order;
    - b. Posting a copy of this Order on the Receiver's website at:  
<https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>
- and service on any other person is hereby dispensed with.
6. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of King's Bench of Alberta