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COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF	ROYAL BANK OF CANADA	
DEFENDENTS	FAISSAL MOUHAMAD PROFESSIONAL CORPORATION, MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD., 52 DENTAL CORPORATION, DELTA DENTAL CORP., 52 WELLNESS CENTRE INC., PARADISE MCIVOR DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT LTD., FAISSAL MOUHAMAD AND FETOUN AHMAD also known as FETOUN AHMED	
DOCUMENT	NINTH 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	July 10, 2023	
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INTRODUCTION AND BACKGROUND

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

Receivership Order will collectively be referred to as the “**Receivership Order**”. The IR Companies, 52 Wellness, MDML and 985842 will collectively be referred to as the “**Companies**”. The IR Property together with all of the current and future assets, undertakings and property of 52 Wellness, MDML and 985842 will collectively be referred to as the “**Property**”. MNP Ltd., in its capacity as Receiver and Manager of the Companies will be referred to as the “**Receiver**”.

4. At a hearing on May 8, 2023 (the “**May 8 Hearing**”), Court Orders were granted 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 certificate.
5. Copies of all orders granted by the Court in these proceedings as well as other publicly available documents in these proceedings can be found on the Receiver’s website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.
6. Below is a summary of the entities that are subject to the receivership proceedings:

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

7. As noted above, the key assets in the receivership proceedings included two operating dental clinics being the Delta Clinic and the 52 Clinic and three real properties, which are summarized below:
 - 7.1. The 52 Building, which was owned by 52 Wellness and housed the 52 Clinic and three other commercial tenants;
 - 7.2. The Delta Building, which was owned by MDML and housed the Delta Clinic. The Delta Building and the Delta Clinic will collectively be referred to as the “**Delta Property**”; and
 - 7.3. The DV Unit, which was owned by 985842 and housed an unrelated dental practice.

The sale of the Delta Property (the “**Delta Sale**”), the 52 Clinic (the “**52 Clinic Sale**”), the DV Unit (the “**DV Unit Sale**”), and the 52 Wellness Building (the “**52 Building Sale**”) have all been completed.

NOTICE TO READER

8. In preparing this report and making comments herein, the Receiver has relied upon, certain unaudited, draft or internal financial information, including the Companies' books and records, and information from other third-party sources (collectively, the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada (the "**Standards**"). Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the Information in accordance with the Standards, additional matters may have come to the Receiver's attention. Accordingly, the Receiver does not express an opinion, nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this report.
9. The Receiver assumes no responsibility or liability for any loss of damage occasioned by any party as a result of the use of this report. Any use, which any party makes of this report, or any reliance or decision to be made based on this report, is the sole responsibility of such party.
10. All amounts included herein are in Canadian dollars unless otherwise stated.

RECENT COURT PROCEEDINGS

11. At a hearing on June 13, 2023 (the "**June 13 Hearing**"), this Honourable Court granted a Scheduling Order (the "**Scheduling Order**") containing the following relief:
 - 11.1. Approving a timeline (the "**Timeline**") for the required activities leading up to an application for advice and direction (the "**Advice and Direction Application**") and setting a date for the Advice and Direction Application, as further set out herein; and
 - 11.2. Scheduling a hearing date on July 17, 2023 (the "**July 17 Hearing**") for two applications, which were originally scheduled to be heard at the May 8 Hearing but had been adjourned at the request of selected stakeholders (the "**Adjourned Applications**").

PURPOSE OF THE REPORT

12. This report constitutes the Ninth Report of the Receiver (the "**Ninth Report**"). The Ninth Report has been prepared in accordance with the Scheduling Order in order to provide the Receiver's responses to the Information Requests in addition to the following:
 - 12.1. For ease of reference, the Ninth Report repeats content in support of relief sought in the Adjourned Applications, which specifically requested the following:

- 12.1.1. Approval of a sale process (the “**985842 Sale Process**”) for all of 985842’s right, title and interest, if any, in and to the limited partnership units (the “**LP Units**”) issued by InvestPlus Master Limited Partnership (“**InvestPlus LP**”), the class A units (the “**Class A Units**”) issued by in InvestPlus Real Estate Investment Trust (“**InvestPlus REIT**”) and/or any claims in connection with the LP Units or the Class A Units;
 - 12.1.2. A direction to InvestPlus LP and InvestPlus REIT that they provide the Receiver with their respective most recent audited and unaudited financial statements in connection with the 985842 Sale Process and issue certain correspondence regarding the 985842 Sale Process to all holders of LP Units and Class A Units. The relief outlined in 12.1.1. and 12.1.2. will collectively be referred to as the “**985842 Sale Process Application**”; and
 - 12.1.3. Approval of the professional fees and disbursements (the “**Professional Fees**”) of the Receiver and the Receiver’s legal counsel, McMillan LLP (“**McMillan**”), for the period from January 1, 2023, to March 31, 2023, including an estimate to complete the administration of the receivership proceedings for 52 Wellness (the “**Jan – Mar Fee Approval Application**”).
- 12.2. The Ninth Report has also been prepared in support of the following additional relief:
- 12.2.1. Approving the reported actions of the Receiver in administering these receivership proceedings provided that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals;
 - 12.2.2. Approving the Receiver’s Interim Statements of Receipts and Disbursements for periods ended July 3, 2023, for FMPC and DDC, 52 Dental, MDML and 985842; and
 - 12.2.3. Approving the Professional Fees and for the period from April 1, 2023, to May 31, 2023 (the “**April – May Fee Approval Application**”).

ACTIVITIES OF THE RECEIVER

13. The Receiver’s activities since the date of the Seventh Report are summarized below:
 - 13.1. Working with the NDC Group Inc., the purchaser of the Delta Property, the 52 Clinic and the 52 Building, to complete various adjustments related to the Delta Sale, the 52 Clinic Sale and the 52 Building Sale;
 - 13.2. Communicating with insurance providers and reconciling receipts collected from insurance providers;

- 13.3. Communicating with those parties and their counsel who filed secured claims (the “**Secured Claimants**”) in the claims process (the “**Claims Process**”) that was approved by the Court pursuant to an Order granted on February 14, 2023;
- 13.4. Responding to written interrogatories (the “**Written Interrogatories**”) submitted by the Jovica Group (as subsequently defined) related to the Affidavit of Vanessa Allen sworn on May 2, 2023, in support of Jan – Mar Fee Approval Application;
- 13.5. Preparing the Receiver’s Eighth Report dated June 5, 2023 (the “**Eighth Report**”) filed in support of the Receiver’s applications to this Honorable Court heard at the June 13 Hearing, at which the Court granted the Scheduling Order;
- 13.6. Communicating with Secured Claimants regarding the Scheduling Order, which allowed Secured Claimants to provide specific requests, if any, for additional information within the Receiver’s possession and control related to the Claims Process or the Advice and Direction Application (the “**Information Requests**”) by June 23, 2023;
- 13.7. Responding to the three Information Requests provided to the Receiver on or before June 23, 2023, and posting the Information Requests, the Receiver’s responses to the Information Requests and other related information to the electronic data room (the “**Data Room**”) established by the Receiver pursuant to the Claims Process;
- 13.8. Communicating with legal counsel for RBC and legal counsel for Jovica Property Management Ltd. (“**JPML**”), Solar Star Holdings Inc. (“**Solar Star**”), 1245233 Alberta Ltd. (“**1245233**”), 1105550 Alberta Inc. (“**1105550**”), and 1193770 Alberta Ltd. (“**1193770**”, collectively the “**Jovica Group**”);
- 13.9. Maintaining and updating the Receiver’s Website;
- 13.10. Consulting with the Receiver’s legal counsel on various matters, including but not limited to, the Claims Process, the Information Requests, the Written Interrogatories, and the Adjourned Applications; and
- 13.11. Responding to various other stakeholder inquiries.

THE 985842 SALE PROCESS

14. As set out in the Seventh Report of the Receiver filed on May 1, 2023 (the “**Seventh Report**”), 985842 held an investment (the “**Investment**”) consisting of the LP Units in InvestPlus LP and the Class A Units in InvestPlus REIT. The Investment was listed, in a statement of account from InvestPlus REIT, as having a market value of approximately \$1.2 million as at June 30, 2022. Based on information provided by InvestPlus, the Receiver understands as follows:
 - 14.1. InvestPlus LP appears to take the position that they converted the LP Units to Class A Units, which they subsequently cancelled and, as such, the Investment has no value. The

Receiver's legal counsel has reviewed the information provided and determined that the conversion of the LP Units and the subsequent cancellation of the Class A Units were likely not completed pursuant to the express terms of the various underlying agreements.

- 14.2. InvestPlus LP and InvestPlus REIT filed a statement of claim on July 30, 2021, against various parties, including 985842, asserting that they were defrauded with respect to the Offer to Purchase on a building located at 5018 45 Street in Red Deer, Alberta, pursuant to which the LP Units and the Class A Units were issued (the "**Litigation**").
- 14.3. In connection with the Litigation, InvestPlus LP applied to the Court for an Order rescinding the Offer to Purchase on the grounds of an alleged fraud perpetrated against InvestPlus by 985842, F. Mouhamad and others prior to the Receiver's appointment. To date, there have been no findings of fraud by the Court and no order for rescission has been granted.
Considering the foregoing, 985842 may still hold an interest in the LP Units and/or the Class A Units, the value of which is uncertain, or a claim against InvestPlus LP and/or InvestPlus REIT in relation to the LP Units and the Class A Units.
15. In the Receiver's view, realization efforts for the LP Units and the Class A Units or the pursuit of any corresponding claims against InvestPlus LP and/or InvestPlus REIT can best be pursued outside of the receivership proceedings, pursuant to an assignment of 985842's rights, title and interest in the Investment, as these realization efforts may take an extended period of time and there are limited funds available in the estate of 985842 with which to pursue any resulting litigation.
16. Attached as "Schedule 2" to the Seventh Report is DRAFT correspondence (the "**985842 Letter**") that the Receiver intends to issue to the Secured Claimants and would like InvestPlus LP and InvestPlus REIT to issue to all holders of LP or Class A Units pursuant to which it is soliciting letters of intent (the "**LOIs**") to purchase all of 985842's right, title and interest, if any, in and to the LP Units and/or the Class A Units (defined above as the "**985842 Sale Process**").
17. On May 5, 2023, legal counsel to InvestPlus LP and InvestPlus REIT, Linmac LLP ("**Linmac**") issued correspondence to this Honourable Court seeking a two-week extension to the 985842 Sale Process Application, which was originally scheduled to be heard at the May 8 Hearing (the "**Linmac Letter**"). A copy of the Linmac Letter is attached hereto as "Schedule 1". The Supplement to the Seventh Report, dated May 8, 2023 (the "**Supplement**") was prepared to address certain information, which was incorrectly represented in the Linmac Letter and/or required clarification. A copy of the Supplement (excluding schedules) is attached hereto as "Schedule 2".
18. Linmac has indicated that its clients may wish to propose alternate wording to be included in the 985842 Letter. The Receiver has advised Linmac that the Receiver is willing to consider any such proposed changes.
19. The Receiver notes as follows with respect to the 985842 Sale Process:
 - 19.1. Additional information related to the Investment will be made available to interested parties in an electronic data room, upon the execution of a non-disclosure agreement. The Receiver

notes that it has requested, but has not yet been provided with, financial statements for InvestPlus REIT or InvestPlus LP;

- 19.2. Any sale of the Investment would be on an “as is, where is” and “without recourse” basis with no representations or warranties of any kind; and
 - 19.3. Should any of the LOIs result in the Receiver entering into an offer to purchase (the “Offer”) with respect to the Investment, such Offer will be subject to Court approval.
20. At the July 17 Hearing, the Receiver will request approval for the 985842 Sale Process as well as a direction from the Court to InvestPlus REIT and InvestPlus LP (a) to provide the Receiver with their respective most recent audited and unaudited financial statements, which will be required by potential purchasers of the Investment, and (b) to issue the 985842 Letter to the holders of LP and Class A Units.

THE ADVICE AND DIRECTION APPLICATION

21. 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. The Claims Process established a claims bar date of April 10, 2023, for creditors to submit their proofs of claim to the Receiver (the “**Claims Bar Date**”). A summary of priority and secured claims filed pursuant to the Claims Process is attached hereto as “Schedule 3” for ease of reference.
22. As set out in paragraph 9 of the Claims Process, upon the request of any creditor (the “**Requesting Creditor**”), who filed a proof of claim prior to the Claims Bar Date, the Receiver was authorized and directed to make available to such Requesting Creditor any proof of claim filed by a creditor that was not the Requesting Creditor so as to provide the Requesting Creditor with a reasonable opportunity to examine the proof of claim and question the affiant in respect of such proof of claim in accordance with paragraph 10 of the Claims Process. As such, following the Claims Bar Date, the Receiver established an electronic data room (the “**Data Room**”) in which it posted all secured claims filed by the Secured Claimants. On April 25, 2023, Secured Claimants were provided with instructions on how to access the Data Room following which all requesting creditors were granted access to the Data Room. A summary of the contents of the Data Room is attached hereto as “Schedule 4”.
23. As set out in the Eighth Report, the Receiver is currently aware of the following matters that it expects to be included in the Advice and Direction Application. The Receiver notes that this list may not be comprehensive as additional matters may arise or be brought to the Receiver's attention between now and the hearing of the Advice and Direction Application.
- 23.1. Distribution of the net proceeds in the estate of 52 Dental – Patterson Dental Canada Inc. (“**Patterson**”) is party to two conditional sales contracts with F. Mouhamad (the “**Patterson Agreements**”) in respect of clinical equipment in use at the 52 Clinic (the “**Patterson**”).

Equipment). F. Mouhamad also entered into a master lease agreement with 52 Dental in relation to the Patterson Equipment (the "**Master Lease**"). Patterson has taken the position that the Patterson Equipment was owned by F. Mouhamad and that the Master Lease is a true lease. As further set out below, the Receiver and its counsel are unable to conclude whether the Master Lease is a true lease or a financing lease, the determination of which will impact the ownership of the Patterson Equipment and the priority of any security interests in the Patterson Equipment. Patterson also takes the position that 52 Dental had knowledge that a transfer of the Patterson Equipment would constitute a breach of the Patterson Agreements such that 52 Dental's interest in the Patterson Equipment remains subject to Patterson's security interest. Finally, Patterson takes the position that it obtained a purchase-money security interest from F. Mouhamad ranking in first priority ahead of all other Secured Claimants and that this priority was preserved as against 52 Dental when Patterson amended its registration to add 52 Dental as a debtor.

- 23.2. Distribution of the net proceeds in the consolidated receivership estates of FMPC and DDC – Based on the information available to the Receiver, the clinical equipment in use at the Delta Clinic (the "**Delta Equipment**") appears to be owned by FMPC, in which case, it would be subject to security interests in favour of CWB National Leasing Inc. ("**CWB**"), for certain items only, and RBC. The Receiver understands; however, that the Jovica Group may be asserting that some or all of the Delta Equipment is owned by MDML, in which case the equipment would also be subject to security interests in favour of the Jovica Group and the priority of the various security interests may be disputed.
- 23.3. Notices of Revision or Disallowance (the "**Disallowances**") have been issued pursuant to the Claims Process, which are further described below. Notices of Dispute have been issued in respect of all of the Disallowances by the respective Secured Claimants. The Receiver anticipates that any disputes related to the Disallowances may be heard at the Advice and Direction Application.

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24. The Scheduling Order established the Timeline related to the Advice and Direction Application, which is as set out below:

Milestones	Deadline
Interested parties to provide specific requests (if any) for additional information within the Receiver's possession and control (the "Creditor Information Requests")	June 23, 2023
Deadline for the Receiver to submit a report responding to Creditor Information Requests	July 10, 2023
Deadline for any examinations relating to any of the affidavits filed in support of secured/ priority proofs of claim	August 10, 2023
Deadline for parties to respond to undertakings arising from examinations on affidavits filed in support of secured/ priority proofs of claim	August 24, 2023
Deadline for any examinations on undertaking responses	September 8, 2023
Deadline for interested parties to file material related to the Advice and Direction Application	September 29, 2023
Deadline for the Receiver to submit material related to the Advice and Direction Application	October 13, 2023
Application for Advice and Direction	October 23, 2023

Responses to Information Requests

25. On June 20, 2023, the Receiver wrote to the Secured Claimants reminding them of the deadline to submit Information Requests and providing them with a copy of the Scheduling Order (the "**June 20 Letter**"). A copy of the June 20 Letter is attached hereto as "Schedule 5". On June 23, 2023, the Receiver received Information Requests from three parties, all of which have been responded to by the Receiver as set out below:
- 25.1. An Information Request from Duncan & Craig LLP, legal counsel for the Jovica Group, a copy of which is attached hereto as "Schedule 6" (the "**Jovica Information Request**"). The Receiver's response to the Jovica Information Request is attached hereto as "Schedule 7".
- 25.2. An Information Request from Miller Thomson LLP, legal counsel for RBC, a copy of which is attached hereto as "Schedule 8" (the "**RBC Information Request**"). The Receiver's response to the RBC Information Request is attached hereto as "Schedule 9".

- 25.3. An Information Request from Mclvor Urban Developments Ltd. and Mahmoud Mohamad, a copy of which is attached hereto as “Schedule 10” (the “**Mohamad Information Request**”). The Receiver’s response to the Mohamad Information Request is attached hereto as “Schedule 11”.
26. All of the Information Requests were responded to on June 29, 2023, with the corresponding responses being posted to the Data Room on that date. The Receiver’s responses to the key items raised in the Information Requests are also summarized in the following sections.

Background on the Claims Process

27. 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. The Claims Process was structured such that the costs to further investigate or challenge secured claims would be borne by those with an economic interest in the resolution of the claims as opposed to the estates generally. As such, the Claims Process was developed to allow Secured Claimants to further investigate, or challenge secured claims submitted by other Secured Claimants pursuant to the Claims Process.
28. The Receiver is of the view that some or all of the matters to be addressed at the Advice and Direction Application are unlikely to be conclusively determined without a detailed examination of the underlying facts and evidence and the assistance of the Court with respect to certain findings of fact and legal conclusions. 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 such underlying facts and evidence to the Court in an orderly manner. In order to achieve these objectives, the Claims Process includes the following features that are not typical of a claims process in receiverships or other insolvency proceedings:
- 28.1. The establishment of the Data Room so that Secured Claimants can review all of the secured claims filed in the various receivership proceedings; and
- 28.2. A requirement that secured claims must include affidavit evidence to facilitate access to facts and evidence by Secured Claimants who have an economic stake in the determination of the secured claims and who may wish to challenge the validity or priority of other secured claims.
29. As set out in the Scheduling Order, the Ninth Report is being filed to respond to the Information Requests. The Receiver will, however, consider additional material that becomes available pursuant to the Claims Process in formulating its assessment of secured claims and will file a further report regarding the outcome of the Claims Process in advance of the Advice and Direction Application.

30. The assets and liabilities held by each of the Companies (excluding 52 Wellness) are discussed in detail below and are summarized in the following table for ease of reference:

Summary of Assets and Liabilities as at July 3, 2023								
	FMPC & DDC		MDML		52 Dental	985842		
Potential assets								
Net cash held by the Receiver	\$	1,685,100	\$	182,800	\$	440,500	\$	223,200
Accounts receivable		79,000		-		82,600		-
Investment		-		-		-		Unknown
Total potential assets	\$	1,764,100	\$	182,800	\$	523,100	\$	223,200 *
Potential liabilities								
Claims under review								
	FMPC & DDC		MDML		52 Dental	985842		
Canada Revenue Agency	\$	23,574	\$	-	\$	-	\$	5,995
Royal Bank of Canada		3,352,427		3,352,427		3,352,427		3,352,427
Solar Star Holdings Inc. & 1245233 AB Ltd. (Claim 1)		-		1,333,989		-		-
Solar Star Holdings Inc. & 1245233 AB Ltd. (Claim 2)		-		134,661		-		-
1193770 Alberta Ltd.		-		-		-		816,808
Patterson Dental Canada Inc.		-		-		411,885		-
CWB National Leasing Inc.		95,614		-		-		-
Total claims under review	\$	3,471,616	\$	4,821,077	\$	3,764,312	\$	4,175,230
Claims where notices of disallowance have been issued								
Bankrupt estate of Sarah Moe aka Sahar Muhamad		Unknown	\$	-	\$	-	\$	-
Mclvor Urban Developments Ltd		2,393,700		2,393,700		-		2,393,700
Mohamad, Mahmoud		11,259,539		11,259,539		11,259,539		11,259,539
Total claims where notices of disallowance have been issued	\$	13,653,239	\$	13,653,239	\$	11,259,539	\$	13,653,239
Total potential liabilities	\$	17,124,855	\$	18,474,316	\$	15,023,851	\$	17,828,469
*The Receiver notes that the net amount available in both MDML and 985842 relate to proceeds from the sale of real estate properties held by those entities and, as such, are not available to Secured Claimants in the Claims Process.								

Assets

31. The Receiver prepared a Notice and Statement of Receiver for the Companies, excluding 985842, on September 26, 2022 (the "FMPC NSR") and a Notice and Statement of Receiver for 985842 on October 7, 2022, both of which summarize the known assets of the respective Companies on the Filing Date.

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32. As previously reported, the Delta Sale, the 52 Clinic Sale and the DV Unit Sale have all been completed and the net sale proceeds have been paid to the Receiver. As at the date of this report, the status of known assets of each of the entities in receivership (excluding 52 Wellness) are summarized below:

Summary of Assets as at July 3, 2023			
Entity	Type of asset	Amount (rounded '00)	Status
FMPC & DDC	Net amount held in trust by the Receiver	\$ 1,685,100	As detailed in the Delta SRD
FMPC & DDC	Accounts receivable	\$ 79,000	Collection efforts ongoing, doubtful to collect
MDML	Net amount held in trust by the Receiver	\$ 182,800	As detailed in the MDML SRD; net proceeds from the sale of the Delta Building so not available to Secured Claimants in the Claims Process
52 Dental	Net amount held in trust by the Receiver	\$ 440,500	As detailed in the 52 Dental SRD. Includes the amount held in trust pursuant to the Order granted on January 11, 2023
52 Dental	Accounts receivable	\$ 82,600	Collection efforts ongoing; doubtful to collect
985842	Net amount held in trust by the Receiver	\$ 223,200	As detailed in the 985842 SRD; net proceeds from the sale of the DV Unit so not available to Secured Claimants in the Claims Process
985842	Investment		Unknown Sale process approval pending

33. The Receiver notes that no books and records were provided for MDML or 985842 and limited books and records were provided for the other Companies. The financial statements prepared as at December 31, 2021 for FMPC list related party accounts receivable totaling approximately \$4.7 million, which are also referenced in the FMPC NSR (the “**Related AR**”). The Receiver does not have any information as to which entities the Related AR may be due from. The Receiver notes that the financial statements prepared for FMPC as at December 31, 2019 list the Related AR as being approximately \$4.5 million at December 31, 2018 suggesting that the bulk of the balance was advanced prior to the end of the 2018 fiscal year. As such, barring additional information becoming available to the Receiver, the Receiver will not be pursuing the Related AR any further.
34. The Receiver completed a preliminary review (the “**Review**”) of payments over \$5,000 made from each of the Companies during the year leading up to the Filing Date (the “**Review Period**”) for the purpose of attempting to identify any previously unknown assets or any transactions that would potentially be reviewable transactions that could not otherwise be pursued by the secured claimants (i.e. did not relate to the Companies or a guarantor of the underlying indebtedness and would be material enough to warrant pursuit in a subsequent bankruptcy proceeding for any of the Companies). The Receiver notes the following:

- 34.1. No previously unknown assets were identified for any of the Companies pursuant to the Review;
- 34.2. For both 985842 and 52 Dental, no transactions were identified that appeared to be outside of the ordinary course of business that did not relate to the other Companies or were material enough to warrant further pursuit;
- 34.3. For DDC, no transactions were identified that appeared to be outside of the ordinary course of business that did not relate to the Companies or a guarantor of the RBC Indebtedness or were material enough to warrant further pursuit. While F. Mouhamad is a guarantor of the RBC Indebtedness, the Receiver notes that, on August 18, 2023, immediately preceding the Interim Receivership Order being granted, a payment of \$10,000 was made from DDC's account at The Bank of Nova Scotia to F. Mouhamad, for which no support was provided;
- 34.4. For MDML, no payments were identified that appeared to be outside of the ordinary course of business that did not relate to the other Companies or a guarantor of the RBC Indebtedness or the Jovica Indebtedness (as subsequently defined) or were material enough to warrant further pursuit. While F. Mouhamad is a guarantor of both the RBC Indebtedness and the Jovica Indebtedness, the Receiver notes that a bank draft for \$50,000 was made payable to F. Mouhamad on September 13, 2022, from MDML's account at TD Bank immediately preceding the Filing Date for which no support was provided; and
- 34.5. The Affidavits of Jocelyn Beriault dated August 19, 2022, and April 6, 2023, respectively report numerous payments identified by RBC as being made from FMPC to the Companies and other related parties. Such payments by FMPC during the Review Period were also noted as part of the Review including payments of approximately \$815,000 to DDC (which estate has now been substantively consolidated with that of FMPC), payments of approximately \$301,000 to 52 Dental and payments of approximately \$163,400 to 985842. In addition, numerous payments were made to or on behalf of guarantors of the RBC indebtedness including payments of approximately \$134,500 to Mclvor, payments of approximately \$101,000 to Paradise Mclvor and payments approximately \$405,500 to the Jovica Group, which appear to have been made on behalf of MDML, F. Mouhamad and Paradise Mclvor. Payments of approximately \$383,100 were also made directly to F. Mouhamad and payments of approximately \$185,300 were made to F. Ahmed during the Review Period, although the Receiver notes that both parties were providing services to the Delta Clinic and, as such, a portion of the payments would have been made in the ordinary course of business. There were no other third – party payments identified that did not appear to have been made in the ordinary course or where further pursuit was recommended.

Secured Claimants

35. As noted above, a summary of priority and secured claims filed pursuant to the Claims Process is attached hereto "Schedule 3". Below is a table summarizing the status of the those claims as at the date of this report:

Property, Priority and Secured Claim Summary				
Creditor name	Type of claim	Entity claimed against	Amount claimed	Status
Bankrupt estate of Sarah Moe aka Sahar Muhamad		FMPC	Unspecified	Disallowed/ Disallowance disputed
Canada Revenue Agency	Deemed trust	FMPC	\$ 23,574.26	Allowed
Canada Revenue Agency	Deemed trust	985842	\$ 5,994.93	Allowed
Mohamad, Mahmoud	Secured	ALL	\$ 11,259,539.00	Disallowed/ Disallowance disputed
Royal Bank of Canada	Secured	ALL	\$ 3,352,426.96	Under review
Mclvor Urban Developments Ltd	Secured	FMPC, MDML, 985	\$ 2,393,700.00	Disallowed/ Disallowance disputed
Jovica Property Management Ltd, Solar Star Holdings Inc. & 1245233 AB Ltd.	Secured	MDML	\$ 2,333,988.82	Under review
1193770 Alberta Ltd.	Secured	985842	\$ 816,808.00	Under review
Patterson Dental Canada Inc.	Secured	52 Dental	\$ 411,884.71	Partially disallowed/ Disallowance disputed
Jovica Property Management Ltd, Solar Star Holdings Inc. & 1245233 AB Ltd.	Secured	MDML	\$ 134,661.13	Under review
CWB National Leasing Inc.	Secured	FMPC	\$ 95,614.43	Under review

CWB

36. CWB filed a Secured Claim for approximately \$95,600 against FMPC. CWB registered a financing statement in respect of a security interest (the "**CWB Security**") against certain equipment in use in the Delta Clinic (the "**CWB Equipment**"). The Receiver's legal counsel has reviewed the CWB Security and determined that, subject to the usual assumptions and qualifications, CWB has a valid and enforceable security interest in the CWB Equipment that, based on the date of the CWB Security and the date on which the financing statement was registered, likely constitutes a purchase-money security interest.

RBC

37. RBC filed a secured claim for approximately \$3.4 million related to the RBC Indebtedness.
38. RBC registered a financing statement against FMPC dated August 22, 2016 (the "**FMPC Registration**"), which was amended on July 21, 2022, to include DDC, 52 Dental, MDML and 52 Wellness based on RBC's concern that assets owned by FMPC were being transferred to those entities. RBC registered a financing statement against 985842 dated April 25, 2018 (the "**985842 Registration**") and together with the FMPC Registration the "**RBC Registrations**"), which was amended on August 18, 2022, to include DDC, 52 Dental, MDML and 52 Wellness. The Receiver's legal counsel has completed a review of the RBC Security granted by FMPC and 985842 and determined that, subject to the issue noted below and the usual assumptions and qualifications, it is valid and enforceable against those parties. Specifically, in connection with its opinion, the

Receiver's legal counsel noted that the RBC Credit Agreement between RBC and FMPC executed in September 2022 lists FMPC as the borrower but is executed by Mclvor Developments Ltd. The Receiver's legal counsel also noted that, both the RBC Credit Agreement executed in December 2021 and the RBC Credit Agreement executed in May 2022 between RBC and FMPC were executed by FMPC and may amend and restate the September 2022 Credit Agreement. As the Receiver is not aware of any suggestion that FMPC is not duly indebted to RBC, the Receiver anticipates that this issue is unlikely to impact the validity and enforceability of the RBC Security.

39. Finally, the Receiver's legal counsel has indicated that Sections 35(9) and 51(5) of the *Personal Property Security Act* provide that a perfected security interest in collateral that is transferred by the debtor without the consent of the secured party remains valid and, in certain circumstances, has priority over a security interest granted by the transferee if the secured party amends its registration not later than 15 days after it obtains knowledge of the information necessary to register a financing statement disclosing the transferee as the new debtor. Accordingly, to the extent that collateral that was subject to RBC's security interest was transferred by FMPC to 52 Dental and/or MDML without RBC's consent and RBC registered a financing statement within the proper time-period, RBC may continue to have an enforceable security interest in such collateral.

Patterson

40. Patterson has filed a secured claim against 52 Dental for approximately \$411,900 (the "**Patterson Claim**"). The Receiver has issued a Notice of Disallowance in respect of approximately \$45,500 of the Patterson Claim (the "**Patterson Disallowance**") and Patterson has filed a Notice of Dispute in respect of the Patterson Disallowance. As noted above, Patterson has taken the position that the Patterson Equipment was owned by F. Mouhamad and was leased by F. Mouhamad to 52 Dental pursuant to the Master Lease, which constitutes a true lease. The Receiver's legal counsel has reviewed the information provided by Patterson and has advised that the Master Lease contains provisions consistent with both true leases and financing leases. Based on McMillan's preliminary assessment, the Master Lease is arguably a financing lease. However, because the lease contains ambiguous terms, the Receiver or its counsel are unable to conclude definitively whether the lease between F. Mouhamad and 52 Dental is a true lease or a financing lease.
41. The Patterson Disallowance relates to interest charged following the Filing Date for the full terms under the respective Patterson Agreements (the "**Post-Filing Interest**"). The Receiver notes that Patterson's eligibility to receive some Post-Filing Interest may be impacted by a determination as to whether the Master Lease constitutes a true lease or a financing lease. Specifically, to the extent that the Master Lease secured payment or performance of an obligation and is not a true lease, the Patterson Equipment would be owned by 52 Dental and would appear to be subject to security interests in favour of RBC and Patterson, the priority of which may be disputed. Subject to a

determination as to the respective priority of those claims, Patterson may be eligible to receive Post-Filing Interest up to the date that the obligations under the Patterson Agreements are repaid.

42. As noted above, the RBC Registrations were amended, to include 52 Dental as a result of concerns that assets covered by the RBC Security had been transferred from FMPC to 52 Dental. As set out in the Affidavit of Claude Roberge filed on April 6, 2023 (the "**Roberge Affidavit**"), the Patterson Registration was amended on January 4, 2023 and January 10, 2023 to include 52 Dental as a result of concerns that assets covered by the Patterson Security had been transferred from F. Mouhamad to 52 Dental.
43. Also, as set out in the Roberge Affidavit, the only payments applied to the Patterson Agreements were from credits accrued as part of a loyalty program with Patterson referred to as "Advantage" (the "**Advantage Program**"). Patterson's legal counsel has advised the Receiver that there were three interrelated accounts set up under the Advantage Program, one for FMPC o/a Delta Dental, one under the name Delta Dental and one for 52 Dental. The Receiver notes that while the Advantage Program may have accumulated credits based on purchases made for both the Delta Clinic and the 52 Clinic, the 52 Clinic was only opened in or around June 2023 and would not have been capable of operating without the Patterson Equipment. As such, the credits applied towards the purchase of the Patterson Equipment appear to have been earned by the Delta Clinic.

The Jovica Group

44. As noted above, the Jovica Group consists of JPML, Solar Star, 1245233, 1105550, and 1193770. The Jovica Group filed the following secured claims pursuant to the Claims Process (the total amount due pursuant to those claims being referred to as the "**Jovica Indebtedness**"):
 - 44.1. JPML, Solar Star and 1245233 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 F. Mouhamad and Mclvor ("**Jovica Claim 1**"). Jovica Claim 1 was secured by way of a registered mortgage on the Delta Building (the "**Delta Mortgage**"), an assignment of rents and leases and a general security agreement executed by MDML. Pursuant to an Order granted on January 11, 2023, an interim distribution of \$1.0 million was made in respect of the Delta Mortgage (the "**Delta Mortgage Distribution**"), which reduced the quantum of Jovica Claim 1 to approximately \$1.3 million. McMillan reviewed Jovica Claim 1 and advised that, subject to the issues noted below and the usual assumptions and qualifications, it is valid and enforceable against MDML. Specifically, in connection with its opinion, the Receiver's legal counsel noted the following:
 - 44.1.1. The commitment letter dated March 14, 2019, among MDML, JPML and Solar Star is mislabeled as a "Letter of Commitment for Mclvor Development Loan";
 - 44.1.2. The renewal letter in respect of the foregoing commitment letter identifies one lender as "Jovica 1245233 Alberta Inc." whereas the correct name is "1245233 Alberta Inc."; and

44.1.3. Legal counsel for the Jovica Group has advised that the rights of JPML under the security documents granted by MDML were assigned and transferred to 1245233; however, no agreement evidencing the assignment of personal property security has been provided. The Jovica Group's legal counsel subsequently confirmed that JPML is not a creditor of MDML, noted the existence of an Assignment of Mortgage by JPML to 1245233 and took the position that sections 110 and 111 of the *Land Titles Act* apply not only to the mortgage itself but to all the interest, sums of money or claims which were owing by MDML to JPML and that on the totality of the evidence, the debt and security were transferred to 1245233. In addition, counsel for the Jovica Group asserts that the change in the registration at PPR from JPML to 1245233 confirmed the completion of the transfer such that the interest formerly held by Jovica is now clearly held by 1245233.

44.2. JPML, Solar Star, 1245233 and 1105550 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 F. Mouhamad and MDML are guarantors. McMillan has reviewed the underlying security held in respect of Jovica Claim 2 and determined that it is, subject to the issue noted below and the usual assumptions and qualifications, valid and enforceable against MDML. Specifically, in connection with its opinion, the Receiver's legal counsel noted that JPML and 1105550 have not registered financing statements against MDML pursuant to the *Personal Property Security Act (Alberta)*. The Jovica Group's legal counsel subsequently confirmed that neither JDML nor 1105550 are creditors of MDML; and

44.3. 1193770 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 F. Mouhamad. McMillan has reviewed the underlying security held in respect of Jovica Claim 3 and determined that it is, subject to the usual assumptions and qualifications, valid and enforceable against 985842.

The Disallowances

45. As noted above, as at the date of this report, the Receiver has issued four Disallowances and each of the corresponding creditors have filed Notices of Dispute. The Patterson Disallowance is described above. The reasons given for the remaining Disallowances are summarized below:

Claims that have been Disallowed in their Entirety				
Creditor name	Type of claim	Entity claimed against	Amount claimed	Reason for disallowance
Bankrupt estate of Sarah Moe aka Sahar Muhamad	Property	FMPC	Unspecified	The equipment is not identifiable as equipment that was at any time in the possession of the Receiver and Manager. It represents typical clinical equipment that you would find in use at any dental clinic. Dr. Faissal Mouhamad has advised the Receiver that the equipment is use at Delta Dental was at no time in use at the clinic located at 5018 45th Street, Red Deer, Alberta. In addition, the claim does not include affidavit sworn or solemn declaration.
Mohamad, Mahmoud	Secured/ construtive trust	ALL	\$11,259,539.00	No contractual interest in any personal property of the Companies. Claim relates to litigation, which has not been determined by the Court. As such, claim is unliquidated and contingent and relies on contentious facts that are not proven and may require discovery of documents, questionings and/or viva voce evidence. Accordingly, the claim is too remote or speculative to constitute a provable claim.
Mcivor Urban Developments Ltd	Secured/ construtive trust	FMPC, MDML, 98	\$ 2,393,700.00	No contractual interest in any personal property of the Companies. Claim relates to litigation, which has not been determined by the Court. As such, claim is unliquidated and contingent and relies on contentious facts that are not proven and may require discovery of documents, questionings and/or viva voce evidence. Accordingly, the claim is too remote or speculative to constitute a provable claim.

46. The Receiver notes that should any of the Disallowances be successfully disputed and the underlying claims be found by the Court to be proven claims in the Claims Process, this could impact the priority of those creditor who would be entitled to receive distributions in the corresponding estates.

INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

47. Attached hereto as “Schedule 12 through to Schedule 15” are Interim Statements of Receipts and Disbursements for various periods ended July 3, 2023 (the “**Interim SRDs**”) for FMPC and DDC (the “**Delta SRD**”), 52 Dental (the “**52 Dental SRD**”), MDML (the “**MDML SRD**”), and 985842 (the “**985842 SRD**”, collectively, the “**Interim SRDs**”). The Delta SRD and the 52 Dental SRD also include receipts and disbursements from the interim receivership period.

The Delta SRD

48. As at July 3, 2023, approximately \$1.7 million was being held in trust for FMPC and DDC by the Receiver.
49. The Delta SRD reflects total receipts of approximately \$3.2 million with the receipts over \$50,000 being as follows:
- 49.1. Approximately \$2.3 million represents the net proceeds from the sale of the Delta Clinic;
 - 49.2. Accounts receivable collections total approximately \$724,600 from dental insurance providers and patients;
 - 49.3. Approximately \$90,200 that was held in DDC’s bank account with The Bank of Nova Scotia (“**BNS**”) and FMPC’s bank account with RBC at the date of the Interim Receivership Order; and

- 49.4. Receiver's borrowings of \$50,000 that were advanced by RBC pursuant to the Receivership Order to fund ongoing operating costs for the Delta Clinic have now been repaid.
50. The Delta SRD reflects total disbursements of approximately \$1.5 million with the disbursements over \$50,000 being as follows:
- 50.1. Approximately \$642,900 for fees payable to dentists, hygienists and other former employees, who were providing services on a contract basis during the receivership;
- 50.2. Professional fees and disbursements of approximately \$287,200 for the Receiver and professional fees and disbursements of approximately \$154,300 for the Receiver's legal counsel, both for the period ended May 31, 2023;
- 50.3. Operating expenses, including required supplies, of approximately \$100,500;
- 50.4. Commission of approximately \$92,600 payable to Henry Schein in respect of the sale of the Delta Clinic; and
- 50.5. Approximately \$51,000 to repay the Receiver's Borrowings, which amount includes applicable interest.

The 52 Dental SRD

51. As at July 3, 2023, approximately \$440,500 was being held in trust for 52 Dental by the Receiver. Of this amount, the Receiver is holding \$417,000 in trust pursuant to the Approval and Vesting Order granted on January 31, 2023, in respect of the 52 Clinic. As such, approximately \$23,500 is currently available for this estate.
52. The 52 Dental SRD reflects total receipts of approximately \$1.2 million with the receipts over \$50,000 being as follows:
- 52.1. Net proceeds of approximately \$822,700 from the sale of the 52 Clinic;
- 52.2. Accounts receivable collections totaling approximately \$266,200 from dental insurance providers and patients; and
- 52.3. Approximately \$91,900 that was held in 52 Dental's bank account with BNS at the date of the Interim Receivership Order.
53. The 52 Dental SRD reflects total disbursements of approximately \$754,800 with the disbursements over \$50,000 being as follows:
- 53.1. Approximately \$227,000 for fees payable to dentists, hygienists and other former employees, who were providing services on a contract basis during the receivership;
- 53.2. Professional fees and disbursements of approximately \$185,100 for the Receiver and professional fees and disbursements of approximately \$50,500 for the Receiver's legal counsel, both for the period ended April 30, 2023;

- 53.3. Payroll of approximately \$71,300 due from the interim receivership period;
- 53.4. Rent of approximately \$62,200 payable to 52 Wellness for the post-receivership period; and
- 53.5. Operating expenses, including required supplies, of approximately \$52,300.

The MDML SRD

- 54. As at July 3, 2023, approximately \$182,800 was being held in trust for MDML by the Receiver.
- 55. The MDML SRD reflects total receipts of approximately \$1.5 million with the most significant receipt being net sale proceeds of approximately \$1.4 million from the sale of the Delta Building.
- 56. The MDML SRD reflects total disbursements of approximately \$1.3 million with the disbursements over \$50,000 being as follows:
 - 56.1. A distribution of \$1.0 million to Solar Star Holdings Inc. and 1245233 Alberta Ltd. (defined above as the “Delta Mortgage Distribution”);
 - 56.2. Professional fees and disbursements of approximately \$142,800 for the Receiver and professional fees and disbursements of approximately \$76,800 for the Receiver’s legal counsel, both for the period ended May 31, 2023; and
 - 56.3. Commissions of approximately \$56,000 payable to CBRE Limited in respect of the sale of the Delta Building.

The 985842 SRD

- 57. As at July 3, 2023, approximately \$223,200 was being held in trust for 985842 by the Receiver.
- 58. The 985842 SRD reflects total receipts of approximately \$487,500, with the most significant receipt being approximately \$456,100 representing the net proceeds from the DV Unit Sale.
- 59. The 985842 SRD reflects total disbursements of approximately \$264,200 with the most significant disbursements being the professional fees and disbursements of approximately \$76,800 for the Receiver and professional fees and disbursements of approximately \$133,100 for the Receiver’s legal counsel, both for the period ended May 31, 2023.

PROFESSIONAL FEES

- 60. Attached as “Schedule 8” to the Seventh Report, is a summary of the Receiver’s professional fees and disbursements, totaling approximately \$290,400 plus GST of approximately \$14,500 for a total of approximately \$304,900 and McMillan’s professional fees and disbursements totaling approximately \$247,100 plus GST of approximately \$12,300 for a total of approximately \$259,400, both for the period from January 1 to March 31, 2023, which include estimates to complete the administration of the receivership proceedings for 52 Wellness (the “**Jan – Mar Fees**”). The Jan-Mar Fees have been or were to be paid by the Companies as follows:

Summary of Professional Fees and Disbursements for the Companies (January 1, 2023 to March 31, 2023)

Description	FMPC & Delta Dental	52 Dental Corporation	52 Wellness Centre Inc.	MDML	985842	Subtotal	GST	Total
MNP Ltd.	\$ 85,657	\$ 37,494	\$ 66,234	\$ 58,030	\$ 42,945	\$ 290,361	\$ 14,518	\$ 304,879
McMillan LLP	86,968	20,391	34,538	26,792	78,344	247,034	12,320	259,353
	\$ 172,626	\$ 57,885	\$ 100,772	\$ 84,823	\$ 121,290	\$ 537,395	\$ 26,838	\$ 564,232

61. Attached as “Schedule 16” hereto is a summary of the Receiver’s professional fees and disbursements totaling approximately \$102,300 plus GST of approximately \$5,100 for a total of approximately \$107,400 and the Receiver’s legal counsel’s professional fees and disbursements totaling approximately \$63,800 plus GST of approximately \$3,200 for a total of approximately \$67,000, both for the period from April 1 to May 31, 2023 (the “**April – May Fees**”). The April – May Fees have been or were to be paid by the Companies as follows:

Summary of Professional Fees and Disbursements for the Companies, excluding 52 Wellness (April 1, 2023 to May 31, 2023)

Description	FMPC & Delta Dental	52 Dental Corporation	MDML	985842	Subtotal	GST	Total
MNP Ltd.	\$ 39,168	\$ 13,871	\$ 20,190	\$ 10,910	\$ 102,267	\$ 5,113	\$ 107,381
McMillan LLP	12,167	12,462	9,968	19,183	63,785	2,681	66,965
	\$ 51,335	\$ 26,333	\$ 30,158	\$ 30,093	\$ 166,053	\$ 7,794	\$ 174,346

62. At the July 17 Hearing, the Receiver plans to seek approval of Jan – Mar Fees and the April – May Fees. The Professional Fees have been charged by the Receiver and McMillan at or below their standard hourly rates and, in the Receiver’s experience, are comparable to the standard rates of other providers of similar services in Alberta. The Receiver swore an affidavit dated May 2, 2023, which attached the Receiver’s accounts for the period from January 1 to March 31, 2023, and an affidavit dated July 10, 2023, which attached the Receiver’s accounts for the period from April 1 to May 31, 2023. McMillan filed an affidavit dated February 23, 2023, which attached McMillan’s accounts (subject to redaction for privilege) for the period from January 1 to March 31, 2023, and an affidavit dated July 6, 2023, which attached McMillan’s accounts for the period from April 1 to May 31, 2023.
63. The Receiver’s allocation between FMPC and DDC, MDML and 52 Dental (the “**Allocation**”) is provided herein for information purposes only and will be the subject of a future application to this Honourable Court. In particular, as noted above, the Receiver understands that the ownership of the Delta Equipment will likely be disputed. The outcome of that dispute may impact the Allocation between FMPC and DDC and MDML. While the Receiver is not seeking approval of the Allocation at this time, the basis for the Allocation is detailed in the paragraph 39 of the Seventh Report.
64. Included with each of the Interim SRDs are summaries of the Professional Fees incurred for each of the Companies, excluding 52 Wellness. As noted above, the Receiver has been discharged in respect of 52 Wellness, subject only to the Receiver completing some administrative tasks and filing its discharge certificate. The Jan – Mar Fee Application includes estimated Professional Fees to

complete the administration of 52 Wellness. As such, the Receiver is not seeking approval of any further Professional Fees for 52 Wellness in connection with the April – May Fee Application.

65. As noted above, the Receiver responded to written interrogatories submitted by the Jovica Group (defined above as the “**Written Interrogatories**”) related to the Affidavit of Vanessa Allen filed on May 2, 2023, in support of the Jan – Mar Fee Approval Application. The Receiver’s responses to the Written Interrogatories are attached hereto as “Schedule 17”. Correspondence from the Receiver to Duncan & Craig LLP dated June 23, 2023, that accompanied the Written Interrogatories (excluding schedules) is attached hereto as “Schedule 18”.

RECOMMENDATION AND CONCLUSION

66. The Ninth Report has been prepared to provide the Receiver’s responses to the Information Requests and in support of the application for the following relief:

66.1. The 985842 Sale Process Application;

66.2. The Jan-Mar Fee Approval Application;

66.3. Approval of the reported actions of the Receiver in administering these receivership proceedings provided that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals;

66.4. Approval of the Interim SRDs; and

66.5. The April-May Fee Application.

67. The Receiver requests the relief sought at the July 17 Hearing for the reasons set out herein.

All of which is respectfully submitted this 10th day of July 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



File No.: 40685
Via Email: CommercialCoordinator.QBEdmonton@albertacourts.ca

MOHAMED AMERY
Direct Line: 403-536-9593
Email: mamery@linmac.com

May 5, 2023

Court of King's Bench of Alberta

Law Courts Building
1A Sir Winston Churchill Square
Edmonton, AB T5J 0R2

Attention: The Honourable Mr. Justice Lema

Dear Sir:

Re: Royal Bank of Canada v Faissal Mouhamad Professional Corporation, et al
ABKB No. 2203-12557

We write as counsel for InvestPlus Master Limited Partnership (“**InvestPlus Partnership**”) and InvestPlus REIT—hereafter “**our clients**”. The Receiver in the above-captioned matter has brought an application on the Commercial List slated for May 8, 2023, at 2:00 pm (the “**Application**”). For brevity, proper nouns described herein—unless specifically defined—carry the definitions ascribed to them in the Application.

Our clients have serious procedural and substantive concerns in relation to the Application.

Our office received the Application and the associated Seventh Report late on Thursday, May 4, 2023. Earlier that afternoon, the Receiver’s counsel phoned the undersigned, enquiring as to our clients’ position relative to the Application. We advised that the Application and Seventh Report were filtered out by our firm’s information technology (IT) “firewall”. We thus did not receive the materials prior to the Receiver’s counsel sending same to the undersigned just yesterday. Evidently, the serving email contained a certain “HTML” link that was caught by the firewall. This issue has been addressed by our IT team.

In any event, we sought an adjournment from the Receiver so that we may properly review and provide a fulsome response, including an affidavit, in relation to the Application. The Receiver denied our request, forcing the undersigned to write you the within letter on the evening of Friday, May 5, 2023.

Our clients seek a 2-week adjournment so that they may produce a response affidavit and so that the Court may adjudicate the Application having full regard to all salient issues.

Substantively, the Application addresses many things, including specifically—in relation to our clients—the proposed 985842 Sale Process (or simply hereafter the “**Sale Process**”). We have several concerns, and thus oppose the Application, in respect to the proposed process.

- 1) The Sale Process is fundamentally flawed. The Receiver is seeking to market units where there is no proof the units were even issued for value in the first place. 985842 Alberta Limited (“**985 Alberta**”) did not pay cash money for the units. The units were



issued as part consideration for a sale of property by 985 Alberta to InvestPlus Partnership. The latter has maintained that 985 Alberta engaged in fraud as part of that transaction. This is currently the subject of litigation commenced by InvestPlus REIT and InvestPlus GP Ltd. in Action No. 2101-09699 (the “**Litigation**”). A copy of the Statement of Claim issued in that Litigation is enclosed in this letter. Note that our office is successor counsel to Bennett Jones LLP, our clients’ initial counsel in the Action. In short, there should be no sale process unless and until there is an adjudication in that lawsuit. The stay of litigation against 985 Alberta should be lifted so that our clients may seek such a determination.

- 2) At paragraph 16 of the Seventh Report, the Receiver is suggesting that the realization efforts for the units in question take place outside of the Receivership proceedings because 985 Alberta has limited resources to pursue the claim. This makes no sense. 985 Alberta is not *pursuing* any claim. It is a Defendant in the Litigation. The entire proposed process is untenable: why would the Receiver solicit offers at all? The Receiver’s statement in paragraph 16 and the very Sale Process are contradictory. If the Sale Process is to take place “outside of the receivership proceedings”, it makes the most sense that that process take place within Action No. 2101-09699—indeed *after* adjudication of that Action.
- 3) The proposed letter by the Receiver—Schedule A of the proposed Order (Investment Sale Process)—is replete with problems.
 - (a) Contrary to the statement in paragraph #1, the LP Units were not converted into Class A units. The Class A Units were issued as distributions on the LP Units prior to cancellation of both the LP Units and Class A Units. The Receiver’s counsel has misinterpreted the situation and has included misleading information in the offer letter.
 - (b) Further, inclusion of any comments related to the Receiver’s legal counsel’s opinion, specifically the following sentence, are incredibly problematic: “The Receiver’s legal counsel has reviewed the information provided and determined that the conversion of the LP Units and the subsequent cancellation of the Class A Units were likely not completed pursuant to the express terms of the various underlying agreements.”
 - (i) The undersigned specifically wrote to the Receiver’s counsel yesterday on this issue, stating: “Please provide back-up for this determination. Is there a written report that presents this analysis? Without presentation of any such report to a prospective buyer, this highlighted statement is unsubstantiated at best and perhaps misleading and improper. I would imagine that a prudent buyer would want to see such analysis.”
 - (ii) In response, the Receiver’s counsel stated only: “There will be no written report prepared by our Firm and provided to potential purchasers. The sale will be completed on an “as is, where is” basis. The merits of your clients’ allegations must be judicially determined. The sale process is transparent that the investments are disputed and subject to active litigation.”



- (iii) We could not agree more with the statement that the “investments are disputed and subject to active litigation”. That is our whole point.
- (c) Paragraph 3 of the proposed letter fails to state that the Litigation has been stayed due to the Receivership proceedings.
- (d) Quite oddly, the 7 items listed on page 2 of the proposed letter do not even include the filed pleadings in the Litigation.

In summary, the Application should be adjourned so that the Court could have proper evidence and argument before it.

Yours truly,
LINMAC LLP



Mohamed Amery
MA:sp

Enclosure 1 – Statement of Claim
Enclosure 2 – Correspondence between Receiver’s Counsel and InvestPlus’ Counsel
cc: Client

FORM 10
[RULE 3.25]



COURT FILE NUMBER 2101-09699
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFFS INVESTPLUS REIT and INVESTPLUS GP LTD.
DEFENDANTS 985842 ALBERTA LTD., FAISSAL MOUHAMAD
and MAMMOUD MOUHAMAD

DOCUMENT **STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Blair C. Yorke-Slader, Q.C.
Telephone No.: 403-298-3291
Fax No.: 403-265-7219
Client File No.: 90557-3

NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

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

Statement of facts relied on:

1. The Plaintiff InvestPlus REIT (the "**REIT**") is a real estate investment trust formed pursuant to the laws of Alberta.
2. The Plaintiff InvestPlus GP Ltd. ("InvestPlus GP") is a body corporate with a registered office in Calgary, Alberta, and is the general partner of a limited partnership affiliated with the REIT.

3. The Defendant 985842 Alberta Ltd. ("985842") is a body corporate with a registered office in Red Deer, Alberta.
4. The Defendant Faissal Mouhamad ("Faissal") is an individual resident in or about Red Deer, Alberta, and is the sole director, officer and shareholder of 985842.
5. The Defendant Mammoud Mouhamad ("Mammoud") is an individual resident in or about Red Deer, Alberta, and is Faissal's brother.
6. Pursuant to an Offer to Purchase dated October 2, 2019, and accepted by 985842 effective October 7, 2019 (the "Purchase Agreement"), the REIT "and/or nominee" agreed to purchase and 985842 agreed to sell certain commercial property located at 5018 - 45th Street, Red Deer, Alberta, and known as Gaetz Professional Building (the "Property"), at a price of \$7.2 million. InvestPlus GP was the REIT's nominee.
7. At relevant times during the negotiation of the Purchase Agreement with the Plaintiffs, Mammoud impersonated Faissal.
8. It was an express provision of the Purchase Agreement that 985842 would assign to the Plaintiffs the "leases", defined to mean "the current lease(s) for" the Property. The Property was and is a commercial property, leased to tenants for the purpose of producing income. The Defendants marketed the Property as an income-producing investment, and the Plaintiffs contracted to purchase it on such basis.
9. The Plaintiffs' purchase of the Property from 985842 closed effective January 20, 2020 ("**Closing**"). Effective such date, 985842 transferred the Property to InvestPlus GP and, by an Assignment and Assumption of Leases, assigned certain what it represented were the "leases" to InvestPlus GP.
10. As reflected in the Assignment and Assumption of Leases, there were five tenants of the Property:

Tenant Legal Name	Trade Name

Sarah Moe Professional Corporation	"Central Dental"
632758 Alberta Ltd.	"Money Mart"
Krupal Appa Irajy and Shalini Reddy	"Concept Dental"
2073626 Alberta Ltd.	"Indian Kitchen"
Long-Hodge Holdings Inc.	"Domino's Pizza"

11. Unbeknownst to the Plaintiffs, three of the five leases that 985842 assigned were not, as the Defendants had represented to the Plaintiffs, the current lease(s) for the Property. Instead, the Defendants had orchestrated the creation of misleading lease documents in order falsely to overstate the net income of the Property and to mislead the Plaintiffs into contracting to purchase it for more than it was worth.
12. Particulars of the false and misleading lease documents included the following:

Tenant	Lease Description	Terms Undisclosed by Defendant
Central Dental	Initial term commencing December 31, 2018 and expiring December 31, 2028	Non-arm's length, sham transaction. It was never the intention or expectation of the Defendants that Central Dental would perform its lease obligations. Sarah Moe, the principal of the tenant, is Faissal's sister. Within weeks of Closing, Central Dental ceased operations and began removing fixtures and equipment under the guise of supposedly conducting renovations, which were then not conducted. Within six months of Closing, Central Dental abandoned the Property to join Faisal's Delta Dental Clinic at premises located at 7151 Gaetz Avenue E, Red Deer, Alberta, also owned by one or more of the Defendants and

Tenant	Lease Description	Terms Undisclosed by Defendant
		also operated as a dental clinic. On October 26, 2020, Central Dental made an assignment in bankruptcy.
Concept Dental	Initial term commencing January 1, 2015 and expiring December 31, 2024	At a time unknown to the Plaintiffs, the Defendants purported to sell for \$1 to Concept Dental various dental equipment and fixtures that it later sold to the Plaintiffs, as an inducement to sign the supposed lease at higher stated rental rates than were reflected in the lease.
Domino's Pizza	Initial term commencing February 1, 2020 and expiring January 31, 2023	In or about December 2019, the Defendants paid Domino's Pizza \$15,000 to sign the supposed lease at much higher rates than the tenant had been paying on an overholding basis.

13. As the Defendants intended, their falsification of these leases improperly induced the Plaintiffs, who relied upon the Defendants' representations that these were *bona fide* leases for the Property, into agreeing to pay more for the Property than it was worth.
14. The Plaintiffs seek rescission of the Offer to Purchase and of the purchase and sale of the Property made pursuant thereto, and they seek reimbursement of all expenses incurred by them in relation to or in consequence of the same. In the alternative, the Plaintiffs seek damages against the Defendants, jointly and severally, in the amount of \$2.5 million or such other amount as will be proven at trial.

Remedy sought:

15. The Plaintiffs claim:
 - (a) An Order for rescission of the Offer to Purchase and of the purchase and sale of the Property made pursuant thereto;
 - (b) Damages for all related and consequential expenses incurred by the Plaintiffs;

- (c) In the alternative, damages in the amount of \$2.5 million or such other amount as will be proven at trial;
- (d) Interest thereon calculated at such rate or rates as the Honourable Court may seem appropriate pursuant to the provisions of the *Judgment Interest Act*, R.S.A. 2000, c. J-1, or otherwise;
- (e) Costs of this Action on an enhanced basis; and
- (f) Such further and other relief as to the Honourable Court may seem appropriate.

NOTICE TO THE DEFENDANT

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiffs' address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiffs against you.

Stephanie Proulx

From: Preet Saini <Preet.Saini@mcmillan.ca>
Sent: May 5, 2023 11:26 AM
To: Mohamed Amery
Cc: Vanessa Allen; Adam Maerov; Stephanie Proulx; Melanie Cheddi
Subject: RE: 985482 Alberta Ltd. - in Receivership/ Cancelled Shares
Attachments: RE: 985482 Alberta Ltd. - in Receivership/ Cancelled Shares

Follow Up Flag: Follow up
Flag Status: Completed

Hi Mohamed,

Regarding your request for an adjournment, I have attached my response from yesterday afternoon. You have had notice of the relief sought in the Receiver's application since May 1st, we have delivery receipts from May 2nd and May 3rd serving you with our materials, and you have confirmed receipt from yesterday. The Receiver does not consent to an adjournment in the circumstances.

There will be no written report prepared by our Firm and provided to potential purchasers. The sale will be completed on an "as is, where is" basis. The merits of your clients' allegations must be judicially determined. The sale process is transparent that the investments are disputed and subject to active litigation.

Please let me know if you would like to discuss in advance of Monday. I also ask that you confirm receipt of my email by reply email.

Thanks,
Preet



Preet Saini
Partner
Pronoun: He/Him/His
d 403.531.4716
Preet.Saini@mcmillan.ca

Assistant: Irma Alvarado | 403.531.4728 | irma.alvarado@mcmillan.ca

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Please consider the environment before printing this e-mail.

From: Mohamed Amery <mamery@linmac.com>
Sent: Thursday, May 4, 2023 6:31 PM
To: Preet Saini <Preet.Saini@mcmillan.ca>; Vanessa Allen <Vanessa.Allen@mnp.ca>; Stephanie Proulx <sproulx@linmac.com>
Cc: Adam Maerov <Adam.Maerov@mcmillan.ca>; Melanie Cheddi <melanie.cheddi@mcmillan.ca>
Subject: RE: 985482 Alberta Ltd. - in Receivership/ Cancelled Shares

[EXTERNAL/EXTERNE]

I observe an interesting comment in the Application materials and the Seventh Report:

"InvestPlus LP has taken the position that LP Units were converted to Class A Units, which were subsequently cancelled and, as such, have no value. The Receiver's legal counsel has reviewed the information provided and determined that the conversion of the LP Units and the subsequent cancellation of the Class A Units were likely not completed pursuant to the express terms of the various underlying agreements."

Please provide back-up for this determination. Is there a written report that presents this analysis? Without presentation of any such report to a prospective buyer, this highlighted statement is unsubstantiated at best and perhaps misleading and improper. I would imagine that a prudent buyer would want to see such analysis.

Mohamed Amery

Partner

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mamery@linmac.com

LINMAC LLP

linmac.com

VANCOUVER | CALGARY | TORONTO

NOTICE REGARDING SERVICE: This email address is not an address for service pursuant to Rule 11.21 of the Alberta Rules of Court.

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SCHEDULE 2

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 SEVENTH 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 May 8, 2023

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Counsel
McMillan LLP
Suite 1700, 421 7th Avenue SW
Calgary, AB T2P 4K9
Telephone: 403-215-2752/ 403-355-3326
Facsimile: 403-531-4720
Email: adam.maerov@mcmillan.ca;
kourtney.rylands@mcmillan.ca
Attention: Adam Maerov and Kourtney Rylands

Receiver and Manager
MNP Ltd.
Suite 1500, 640 5th Avenue SW
Calgary, AB T2P 3G4
Telephone: 403-477-9661
Facsimile: 403-269-8450
Email: vanessa.allen@mnp.ca
Attention: Vanessa Allen

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THE 985842 SALE PROCESS 2
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SCHEDULES

Schedule 1

Correspondence from Linmac LLP dated May 5, 2023

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 Wellness Centre Inc. ("**52 Wellness**"), Michael Dave Management Ltd. and 985842 Alberta Ltd. ("**985842**", and 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. The Receiver assumes no responsibility or liability for any loss of damage occasioned by any party as a result of the use of this report. Any use, which any party makes of this report, or any reliance or decision to be made based on this report, is the sole responsibility of such party.
4. All amounts included herein are in Canadian dollars unless otherwise stated.

PURPOSE OF THE REPORT

5. This report constitutes the Supplement to the Seventh Report of the Receiver (the "**Supplemental Report**"). The Supplemental Report is intended to be read in conjunction with the Seventh Report of the Receiver dated May 1, 2023 (the "**Seventh Report**"). The Seventh Report was prepared in support of the Receiver's application to this Honourable Court returnable at a hearing on May 8, 2023 (the "**May 8 Hearing**") including, among other relief, the application for an Order (the "**985842 Order**"):
 - 5.1. Approving a sale process (the "**985842 Sale Process**") for all of 985842's rights, title and interest, if any, in and to the limited partnership units (the "**LP Units**") issued by InvestPlus

Master Limited Partnership (the “**InvestPlus LP**”), the class A units (the “**Class A Units**”) issued by in InvestPlus Real Estate Investment Trust (“**InvestPlus REIT**”) and/or any claims in connection with the LP Units or the Class A Units. The LP Units and the Class A Units will collectively be referred to as the “**Investment**”;

- 5.2. In connection with the 985842 Sale Process, providing a direction to InvestPlus LP and InvestPlus REIT that they provide the Receiver with their respective most recent audited and unaudited financial statements and issue correspondence regarding the 985842 Sale Process (the “**985842 Letter**”) to all of the holders of LP Units and Class A Units;
6. The May 8 Hearing also includes an application for the approval of the professional fees and disbursements of the Receiver and the Receiver’s legal counsel, McMillan LLP, for the period from January 1, 2023, to March 31, 2023, including an estimate to complete the administration of the receivership proceedings for 52 Wellness (the “**Fee Approval Application**”).
7. The Supplemental Report has been prepared to respond to statements contained in correspondence from Linmac LLP to this Honourable Court dated May 5, 2023 (the “**Linmac Letter**”), a copy of which is attached hereto as “Schedule 1”. The Linmac Letter seeks a two-week extension to the 985842 Applications.
8. In preparation for the May 8 Hearing, the Receiver has had ongoing discussions with various creditors and anticipates that certain of the relief sought at the May 8 Hearing, including the Fee Approval Application and the application for the 985842 Order will be adjourned to a hearing in late-May 2023.

THE 985842 SALE PROCESS

9. The Receiver has reviewed the Linmac Letter and notes the following information, which is incorrectly represented in the Linmac Letter and/or requires clarification:
 - 9.1. Subparagraph 1 of the Linmac Letter suggests that the sale process is flawed because there is no proof that that the LP Units and the Class A Units were issued for value and that the 985842 Sale Process should wait until the litigation commenced by InvestPlus LP and InvestPlus REIT against 985842 and various other parties (the “**InvestPlus Litigation**”) is concluded. As outlined in the Receiver’s Seventh Report, the 985842 Sale Process is being conducted to solicit letters of intent to purchase all of 985842’s right, title and interest, if any, in and to the Investment. The Investment is being marketed on an “as is, where is” basis” with no representations or warranties being made by the Receiver and all publicly available documents filed in the InvestPlus Litigation will be made available to prospective purchasers. As such, the 985842 Sale Process is not dependent on the results of the InvestPlus Litigation. The value of the Investment will be independently determined by prospective purchasers based on their own investigation and assessment.

- 9.2. Subparagraph 2 of the Linmac Letter references paragraph 16 of the Receiver's Seventh Report in which the Receiver notes that, realization efforts for the Investment or the pursuit of any corresponding claims against InvestPlus LP and/or InvestPlus REIT can best be pursued outside of the receivership proceedings. The Receiver notes that this is not a reference to the InvestPlus Litigation, as is suggested in the Linmac Letter, but instead refers to potential claims of 985842 against InvestPlus LP and InvestPlus REIT related to the LP Units and the Class A Units. Pursuit of such claims is likely to be time consuming and there are limited funds in the estate of 985842 with which to pursue any resulting litigation.
- 9.3. Subparagraph 3 of the Linmac Letter provides various comments on the 985842 Letter, in respect of which, the Receiver notes the following:
 - 9.3.1. The InvestPlus Sale Process contemplates that the 985842 Letter will be issued in substantially the form attached as "Schedule 2" to the Receiver's Seventh Report. The Receiver will consider requested amendments to the characterization of the position of InvestPlus LP and InvestPlus REIT. In the Receiver's view, any such amendments should not delay the 985842 Sale Process.
 - 9.3.2. The Receiver's legal counsel reviewed the Investment at the request of the Receiver for the purpose of assisting the Receiver in evaluating realization options for the Investment. As noted above, the Investment is being marketed on an as is, where is basis and it is up to potential purchasers, in consultation with their own legal counsel, to conduct their own due diligence and make their own determination as to the value of the Investment and the merits of any corresponding claims against InvestPlus LP and InvestPlus REIT.
 - 9.3.3. As set out in the 985842 Letter, publicly available documents related to the 985842 Litigation, including the pleadings filed in the InvestPlus Litigation, will be made available to interested parties in an electronic data room to be established by the Receiver.
10. The Receiver notes that any transaction resulting from the 985842 Sale Process will be subject to further Court approval at which time interested parties, including InvestPlus LP and InvestPlus REIT, will have the opportunity to make further submissions to the Court as they see fit.

CONCLUSION

11. The Supplemental Report has been prepared to provide the Court with additional information on the Linmac Letter and the 985842 Sale Application.

All of which is respectfully submitted this 8th day of May 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

SCHEDULE 3

**Faissal Mouhamad Professional Corporation o/a Delta Dental, 984842 Alberta Ltd., 52 Dental Corporation,
Delta Dental Corp. and Michael Dave Management Ltd. – in Receivership
Property, Priority and Secured Claim Summary**

Property

Bankrupt estate of Sarah Moe aka Sahar Muhamad	FMPC	Unspecified
Total property claims		Unspecified

Priority

Canada Revenue Agency	FMPC	\$ 23,574.26
Canada Revenue Agency	985842	5,994.93
Total priority claims		\$ 29,569.19

Secured

Creditor name	Entity Claimed Against	Amount claimed
Mohamad, Mahmoud	ALL	\$ 11,259,539.00
Royal Bank of Canada	ALL	3,352,426.96
Mclvor Urban Developments Ltd	FMPC, MDML, 985842	2,393,700.00
Jovica Property Management Ltd, Solar Star Holdings Inc. & 1245233 AB Ltd.	MDML	2,333,988.82
1193770 Alberta Ltd.	985842	816,808.00
Patterson Dental Canada Inc.	52 Dental	411,884.71
Jovica Property Management Ltd, Solar Star Holdings Inc. & 1245233 AB Ltd.	MDML	134,661.13
CWB National Leasing Inc.	FMPC	95,614.43
Total secured claims		\$ 20,798,623.05

SCHEDULE 4

FMPC et. al. - in Receivership/ Contents of Electronic Data Room

Claim	Documents	Date Posted
Patterson Dental Canada Inc.	Affidavit of Claude Roberge (with Exhibits)	April 25, 2023
	Proof of Claim 52 Dental	April 25, 2023
	Signed PF Contracts for Booking Dr Mouhamad	May 25, 2023
	Sprg22 Skip 6 731575 (Balance of Purchase Price Contract)	May 25, 2023
	Sprg22 Skip 6 732002 (Balance of Purchase Price Contract)	May 25, 2023
	Signed Patterson Financial Contracts For Booking Dr Mouhamad 964201414	May 25, 2023
	Notice of Revision or Disallowance (Patterson)	May 31, 2023
	Notice of Dispute	June 12, 2023
	52 Dental Corporation - Statement of Advantage Points Spent	June 29, 2023
	Email from L.Crepeau 5_23	June 30, 2023
	964-273694 Advantage Form Mouhamad	July 1, 2023
Email from L.Crepeau 6_23	July 2, 2023	
Royal Bank of Canada	POC submitted for FMPC	April 25, 2023
	POC submitted for Michael Dave Management Ltd.	April 25, 2023
	POC submitted for 985542 AB Ltd.	April 25, 2023
	POC submitted for 52 Dental	April 25, 2023
	POC submitted for Delta Dental	April 25, 2023
	Affidavit of Jocelyn Beriault with Exhibits	April 25, 2023
	Letter to MNP serving POCs	April 25, 2023
1193770 Alberta Ltd	POC submitted for 985542 Ab Ltd.	April 25, 2023
CWB National Leasing Inc.	CWB Affidavit	April 25, 2023
	Revised Secured POC submitted for FMPC	April 25, 2023
Jovica, Solar Star and 124	POC submitted for Michael Dave Management Ltd. (Main)	April 25, 2023
	POC submitted for Michael Dave Management Ltd. (Paradis Guarantee)	April 25, 2023
Mclvor Urban Development Ltd.	Certificate of Lis Pendens - Mclvor Urban Developments Ltd.	April 25, 2023
	Final Mclvor Notice of Revision or Disallowance	April 25, 2023
	Mclvor Urban Developments Ltd POC Form	April 25, 2023
	Secured Claim Affidavit	April 25, 2023
	Statement of Claim- Mclvor Urban Developments Ltd.	April 25, 2023
	Notice of Dispute	May 25, 2023
Mohamad Mahmoud	Final M.Mohamad Notice of Revision or Diallowance	April 25, 2023
	Mahmoud Mohamad - POC	April 25, 2023
	Notice of Dispute	May 9, 2023
Bankrupt Estate of Sarah Moe aka Sahar Muhamad	Exhibit A- Purchase Agreement	April 27, 2023
	Exhibit B - Invoice- Sinclair Dental and Carestream Dental	April 27, 2023
	Exhibit C- Invoice Review	April 27, 2023

SCHEDULE 5

Writer's direct line: (403) 477-9661
 Writer's email address: vanessa.allen@mnp.ca

VIA EMAIL

June 20, 2023

To Secured Claimants

RE: Faissal Mouhamad Professional Corporation o/a Delta Dental, 984842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd. – in Receivership

As you are aware, MNP Ltd. acts as Receiver and Manager of the assets, undertakings, and properties of Faissal Mouhamad Professional Corporation o/a Delta Dental, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd.

Pursuant to an Order granted by the Court of King's Bench of Alberta (the "Court") on June 13, 2023 (the "Scheduling Order"), a timeline was established for steps leading up to an application for advice and direction, which is contemplated to address, among other matters, the priority of secured claims in respect of the proceeds from the sale of the dental clinics known as Delta Dental and 52 Dental.

The timeline is as set out below:

Milestones	Deadline
Interested parties to provide specific requests (if any) for additional information within the Receiver's possession and control (the "Creditor Information Requests")	June 23, 2023
Deadline for the Receiver to submit a report responding to Creditor Information Requests	July 10, 2023
Deadline for any examinations relating to any of the affidavits filed in support of secured/ priority proofs of claim	August 10, 2023
Deadline for parties to respond to undertakings arising from examinations on affidavits filed in support of secured/ priority proofs of claim	August 24, 2023
Deadline for any examinations on undertaking responses	September 8, 2023
Deadline for interested parties to file material related to the Advice and Direction Application	September 29, 2023
Deadline for the Receiver to submit material related to the Advice and Direction Application	October 13, 2023
Application for Advice and Direction	October 23, 2023

The filed Scheduling Order is enclosed and has been served on the service list created in these proceedings.

All Creditor Information Requests must be sent to the undersigned via email at vanessa.allen@mnp.ca and copied to Adam Maerov of McMillan LLP at adam.maerov@mcmillan.ca by no later than June 23, 2023.

Should you have any questions, please contact the undersigned.

Yours Truly,

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



Vanessa Allen, CIRP, LIT
Senior Vice-President

cc. Adam Maerov (McMillan LLP)

COURT FILE NUMBER 2203 12557
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA



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

DOCUMENT **ORDER (SCHEDULING)**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: June 13, 2023
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Little
LOCATION OF HEARING: Edmonton Courts Centre

UPON THE APPLICATION of MNP Ltd., in its capacity as court-appointed receiver and manager (the “**Receiver**”) of Faissal Mouhamad Professional Corporation, 52 Dental Corporation, Delta Dental Corp., Michael Dave Management Ltd., 52 Wellness Centre Inc. and 985842 Alberta Ltd.; AND UPON reviewing the Eighth Report of the Receiver dated June 5, 2023 (the “**Eighth Report**”); AND UPON reviewing the receivership order granted by the Honourable Justice Mah on September 16, 2022 and the September 29, 2022 Order of the Honourable Justice Mah appointing the Receiver in respect of 985842 Alberta Ltd.; AND UPON hearing counsel for the Receiver, Royal Bank of Canada, Patterson Dental Canada Inc., and the Jovica Group (as defined in the Eighth Report);

IT IS ORDERED 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 TIMELINE FOR ADVICE AND DIRECTION APPLICATION

2. The following timeline is hereby approved for steps leading up to the hearing of the Advice and Direction Application (as defined in the Eighth Report), with such amendments as may be agreed by the Receiver and the Secured Claimants (as defined in the Eighth Report), in each case acting reasonably:

Milestones	Deadline
Interested parties to provide specific requests (if any) for additional information within the Receiver's possession or control (the "Creditor Information Requests")	June 23, 2023
Deadline for the Receiver to submit a report responding to Creditor Information Requests	July 10, 2023
Deadline for any examinations relating to any of the affidavits filed in support of secured/ priority proofs of claim	August 10, 2023
Deadline for parties to respond to undertakings arising from examinations on affidavits filed in support of secured/ priority proofs of claim	August 24, 2023
Deadline for any examinations on undertaking responses	September 8, 2023
Deadline for interested parties to file material related to the Advice and Direction Application	September 29, 2023
Deadline for the Receiver to submit material related to the Advice and Direction Application	October 13, 2023

3. The Advice and Direction Application (as defined in the Eighth Report) shall be heard on October 23, 2023, on the Commercial Duty List.
4. The reasonable fees and disbursements of the Receiver and the reasonable fees and disbursements of the Receiver's counsel that are incurred responding to the Creditor Information Requests shall be paid from the receivership estates and allocated among the receivership estates, as may be agreed by the Receiver and the affected secured creditors, or by further Order of this Court.

ADJOURNED RELIEF

5. The Adjourned Applications (as defined in the Eighth Report) shall be heard on July 17, 2023 on the Commercial Duty List before the Honourable Justice Feth.

SERVICE OF ORDER

6. 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://mnpdcbt.ca/en/corporate/corporate-engagements/fmpc>
and service on any other person is hereby dispensed with.



Justice of the Court of King's Bench of Alberta

APPROVED AS TO FORM AND CONTENT

Miller Thomson LLP



Per: Susy Trace
Counsel for Royal Bank of Canada

Duncan Craig LLP



Per: Zachary Soprovich
Counsel for Jovica Property Management
Ltd., Solar Star Holdings Inc. and 1245233 Alberta Inc.

DS Lawyers Canada LLP



Per: Lindsay Amantea
Counsel for Patterson Dental Canada Inc.

SCHEDULE 6

COURT FILE NO. 2203 12557

Clerk's Stamp

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 **REQUESTS FOR ADDITIONAL INFORMATION PURSUANT TO ORDER GRANTED JUNE 13, 2023**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DARREN R. BIEGANEK, KC/
ZACHARY SOPROVICH
Barrister & Solicitor
Phone: (780) 441-4386
Fax: (780) 428-9683
Email: dbieganeke@dcllp.com
File #213293

DUNCAN CRAIG LLP
LAWYERS MEDIATORS
2800, 10060 Jasper Avenue
Edmonton, Alberta Canada T5J 3V9

TO: McMillan LLP ("Receiver's Counsel") and MNP Ltd. ("Receiver")

FROM: Counsel for the creditors, Jovica Property Management Ltd., Solar Star Holdings Inc., 1193770 Alberta Ltd., 1245233 Alberta Inc. and 1105550 Alberta Inc. (collectively the "Jovica Creditors")

Pursuant to paragraph 2 of the Order (Scheduling) granted by Justice Little on June 13, 2023, the Jovica Creditors request the following information from the Receiver. Undefined terms shall have the meaning within the Receiver's Eighth Report.

1. With respect to paragraph 18.2 of the Receiver's Eighth Report:
 - a. describe what "information available to the Receiver" the Receiver reviewed; and
 - b. describe in detail how the Receiver came to the opinion that the Delta Equipment "appears to be owned by FMPC".

2. With respect to the Claims Process, please provide a summary/ table:
 - a. listing all assets owned by the Companies (“Assets”);
 - b. confirming which of the Companies own the respective Assets (or if the Receiver is unable to provide such an opinion on a particular Asset, provide details as to the dispute about ownership and reasons as to why ownership cannot be determined at this time);
 - c. listing creditors who have made claims against the Assets;
 - d. confirming any creditors’ claims which have been disallowed by the Receiver; and
 - e. providing the Receiver’s opinion on priority of creditors’ claims with respect to the Assets.

SCHEDULE 7

Writer's direct line: (403) 477-9661
Writer's email address: vanessa.allen@mnp.ca

June 29, 2023

VIA EMAIL: dbieganeke@dcllp.com

Duncan Craig LLP
2800 Scotia Place
Edmonton, AB T5J 3V9

Attention: Darren Bieganeke, KC

RE: **Faissal Mouhamad Professional Corporation o/a Delta Dental ("FMPC"), 984842 Alberta Ltd. ("985842"), 52 Dental Corporation ("52 Dental"), Delta Dental Corp. ("DDC") and Michael Dave Management Ltd. ("MDML") – in Receivership**

As you are aware, MNP Ltd. acts as Receiver and Manager (the "Receiver") of the assets, undertakings, and properties of FMPC, 985842, 52 Dental, DDC and MDML (collectively, the "Companies").

Pursuant to an Order granted by the Court of King's Bench of Alberta (the "Court") on June 13, 2023 (the "Scheduling Order"), a timeline was established for steps leading up to an application for advice and direction (the "Advice and Direction Application"), which is contemplated to address, among other matters, the priority of various secured claims (the "Secured Claims") advanced pursuant to a claims process approved by the Court on February 14, 2023 (the "Claims Process"). Pursuant to the Scheduling Order, interested parties were to provide specific requests (if any) for additional information within the Receiver's possession and control by June 23, 2023.

We are writing to respond to the specific requests for information that you submitted on June 23, 2023. Your questions are included below with the Receiver's responses being provided in red.

Question 1

With respect to paragraph 18.2 of the Receiver's Eighth Report:

- a. Describe what "information available to the Receiver" the Receiver reviewed; and

The information reviewed by the Receiver included the financial statements for FMPC (2019 – 2021) and the Lease Agreement No. 2972207 between FMPC and CWB National Leasing Inc. ("CWB") dated December 10, 2019, related to the CWB Equipment (as subsequently defined) as well as selected invoices that are available in the Data Room.

- b. Describe in detail how the Receiver came to the opinion that the Delta Equipment “appears to be owned by FMPC”.

The Receiver’s opinion that the Delta Equipment appears to be owned by FMPC is based on the following:

- The Delta Equipment was in use at Delta Dental, which was owned and operated by FMPC;
- The financial statements for FMPC (2019 – 2021) suggest that FMPC owned a significant amount of clinical equipment. The Receiver has no information to suggest that any of that equipment was sold or otherwise disposed of; and
- Subject to any additional information that may become available through the Claims Process, the Receiver has no information to suggest that MDML ever purchased any clinical equipment from FMPC or otherwise.

Question 2

With respect to the Claims Process,

- a. Please provide a summary/ table listing all assets owned by the Companies (“Assets”).

The known assets of each of the Companies on the Filing Date are summarized in the Notice and Statement of Receiver, which was issued on September 26, 2022, which is available on the Receiver’s website at <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>. In addition, each of the Receiver’s reports has set out the primary assets in each of the receivership proceeding for the Companies, which are most recently described in Paragraphs 6 & 7 of the Receiver’s Eighth Report (the “Primary Assets”). As you are aware, all of the Primary Assets have been sold and the corresponding opinions of value/ appraisals were provided in the Receiver’s Second Confidential Report. The net sale proceeds from each of the Primary Assets are disclosed in the Interim Statements of Receipts and Disbursements for each of the Companies, which are attached as Schedules 4 to 7 of the Seventh Report of the Receiver. In addition to the proceeds from the sale of the Primary Assets, the Receiver notes that the following additional assets continue to be realized in the respective estates:

- FMPC currently lists accounts receivable of approximately \$79,000 (the “Delta A/R”) and 52 Dental currently lists accounts receivable of \$82,600 (the “52 A/R”). The Receiver’s efforts to collect the Delta A/R and the 52 A/R is ongoing, however, the Receiver notes that the corresponding accounts receivable listings were not well maintained and, as such, the collection of the corresponding accounts (in particular for 52 Dental) is considered doubtful.
- 985842 holds a disputed investment most recently described in paragraph 11.2.1. of the Eighth Report.

- b. Confirming which of the Companies own the respective Assets (or if the Receiver is unable to provide such an opinion on a particular Asset, provide details as to the dispute about ownership and reasons as to why ownership cannot be determined at this time);

The ownership of the Assets is as outlined above. Please see paragraphs 18.1 and 18.2 of the Eighth Report, which describes the Receiver's understanding of known disputes related to the ownership of selected assets presumptively held by FMPC and 52 Dental.

- c. Listing creditors who have made claims against the Assets;

The updated list of all priority/ secured claimants was provided to you on April 27, 2023, and is posted to the electronic data room (the "Data Room") established pursuant to the Claims Process. As you are aware, all Secured Claims filed in these proceedings are also posted to the Data Room which has been available since April 25, 2023.

- d. Confirming any creditors' claims which have been disallowed by the Receiver; and

As you are aware, all notices of disallowance (the "Disallowance Notices") issued by the Receiver are posted to the Data Room and are summarized in paragraph 18.3 of the Eighth Report of the Receiver filed on June 5, 2023. Notices of Dispute have been issued in respect of all of the Disallowance Notices, all of which are also posted to the Data Room. Should additional information come to the Receiver's attention that results in further Disallowance Notices being issued ahead of the Advice and Direction Application, these additional Disallowance Notices would also be posted to the Data Room. Those parties who have been granted access to the Data Room will receive notice of any additions.

- e. Providing the Receiver's opinion on priority of creditors' claims with respect to the Assets.

Please note that the Claims Process was established with knowledge that various claims might not be able to be determined conclusively and/or might be disputed. The Receiver is of the view that the costs to further investigate or challenge creditor claims are best borne by those with an economic interest in the resolution of the claims as opposed to the estates generally. In that regard, we note that, to our knowledge, your client has only filed secured proofs of claim in respect of MDML and 985842; however, your questions relate to all of the Companies. While we have responded to all inquiries below in the interest of moving this matter forward, can you please clarify your client's interest or possible interest with respect to FMPC, DDC and 52 Dental or their respective assets?

We refer you to paragraph 18 of the Receiver's Eighth Report, which outlines the matters that are currently expected to be addressed at the Advice and Direction Application. The determination of these matters at the Advice and Direction Application may impact the priority of Secured Claims in the various receivership proceedings. To assist in your review, however, preliminary comments for

each estate are provided below, which are based on assumptions, including that none of the Disallowance Notices will be successfully disputed.

FMPC & DDC

- As set out in the list of priority/ secured claimants provided to you on April 27, 2023 (the “Claim Summary”), Canada Revenue Agency has filed a deemed trust claim for employee source deductions in the amount of \$23,574.26.
- As set out in paragraph 18.2 of the Eighth Report, CWB has registered a financing statement in respect of a security interest against certain equipment in use in the Delta Clinic (the “CWB Equipment”). As set out in the Claim Summary, CWB has filed a secured claim against FMPC in the amount of \$95,614.43 (the “CWB Claim”). The Receiver anticipates that the CWB Claim will have priority with respect to the CWB Equipment.
- Royal Bank of Canada (“RBC”) has a first registered financing statement against FMPC. The Receiver anticipates that RBC will be entitled to the net available funds in FMPC following any approved payment to CRA and CWB.

52 Dental

- As previously reported, Patterson Dental Canada Inc. (“Patterson”) has registered a financing statement in respect of a security interest granted in the clinical equipment in use in 52 Dental (the “52 Equipment”) and RBC has a registered a financing statement in respect of a security interest granted in all present and after acquired property of 52 Dental. As set out in paragraph 18.1 of the Eighth Report, the priority of the Secured Claims advanced by RBC and Patterson will depend, among other potential factors, on the Court’s determination as to whether the 52 Equipment was leased by Dr. Faissal Mouhamad to 52 Dental pursuant to a true lease or a financing lease.

MDML

- As you are aware, RBC, Solar Star Holdings Inc. and 1245233 Alberta Ltd. have registered financing statements in respect of security interests granted by MDML, the priority of which security interests may be impacted by factors including the relative timing of the registrations.
- As noted above, the Receiver is not aware of MDML holding any assets outside of the net sale proceeds from the Delta Building. The Receiver understands that the Jovica Creditors take the position that MDML owned the dental equipment in use in the Delta Dental clinic (the “Delta Equipment”). The ownership of the Delta Equipment may be a matter of dispute between RBC and the Jovica Creditors.

985842

- As you are aware, RBC, Jovica Property Management Ltd. and Solar Star Holdings In. and 1193770 Alberta Ltd. ("1193770") have registered financing statements in respect of security interests purportedly granted by 985842, the priority of which security interests may be impacted by factors including the timing of the registrations.

The Receiver's legal counsel has completed reviews of the security held by RBC, the Jovica Creditors, 1193770 and CWB, which will be discussed in the Ninth Report of the Receiver to be filed on or before July 10, 2023.

We note that your correspondence dated June 23, 2023, and this response will be posted to the Data Room and appended to the Ninth Report of the Receiver.

If you have any questions, please contact the undersigned.

Yours Truly,

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



Vanessa Allen, CIRP, LIT
Senior Vice-President

cc Adam Maerov (McMillan LLP)

SCHEDULE 8



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

June 23, 2023

Via Email: adam.maerov@mcmillan.ca

McMillan LLP
TD Canada Trust Tower, Suite 1700
421 7th Avenue S.W.
Calgary, AB T2P 4K9

Susy Trace
Direct Line: 1 780.429.9713
strace@millerthomson.com

File no.: 0255685.0004

Attention: Adam C. Maerov

Dear Sir:

Re: Royal Bank of Canada (“RBC”) v. Faissal Mouhamad Professional Corporation (“FMPC”), Mclvor Developments Ltd., 985842 ALBERTA LTD. (“985”), 52 Dental Corporation (“52 Dental”), Delta Dental Corp. (“Delta Corp”), 52 Wellness Centre Inc. (“52 Wellness”), Paradise Mclvor Developments Ltd., Michael Dave Management Ltd. (“MDML”, and collectively with FMPC, 985, 52 Dental, Delta Corp and MDML the “Claims Process Debtors”), Faissal Mouhamad and Fetoun Ahmad, also known as Fetoun Ahmed, Court of King’s Bench Action No. 2203 12557 (the “Action”) MNP Ltd. in its capacity as receiver over the Claims Process Debtors and 52 Wellness (the “Receiver”)

We write further to the Order of Justice J. Little on June 13, 2023 (the “**Scheduling Order**”) requiring interested parties to make specific requests for information within the Receiver’s possession or control regarding claims submitted in a claims process ordered by the Court on February 14, 2023 (the “**Claims Process**”) respecting the Claims Process Debtors, and ownership of assets in these proceedings.

RBC is of the respectful view that the Receiver has not yet reported to the Court, or the creditors generally in a substantive manner regarding:

1. its findings on the claims that have been submitted in the Claims Process; and
2. its conclusion regarding what entity in receivership owns certain assets.

We acknowledge that the Receiver has provided some specific answers to RBC regarding its inquiries made of the Receiver on June 12, 2023 under cover of its letter to the writer dated June 13, 2023, however we do not know if this information has been shared with other stakeholders and note that some of the queries in that letter remain outstanding.

We request that the Receiver provide the following information in its report contemplated by the Scheduling Order:

1. Its recommended distribution to creditors of the Claims Process Debtors. If the Receiver is not in a position to recommend any distributions, in whole or in part, an explanation as to why it is unable to make a recommendation, as applicable;
2. The information that the Receiver provided RBC in its letter dated June 13, 2023, and any additional information the receiver learns after it has completed its inquires it stated would be undertaking in this letter, including, without limitation, additional

information as to the credits that Patterson Dental Canada Inc. ("**Patterson**") asserts were accumulated by Faissal in his personal capacity including:

- a. details of the loyalty program Patterson offered Faissal or any of the Claims Process Debtors, and copies of any agreements related to the same;
 - b. whether the credits may be property of any of the Claims Process Debtors and transferred to Faissal, and if so, whether consideration was paid to such Claims Process Debtor for the credits;
 - c. Each of the "Balance of Purchase Price Contract – Security Agreement" collectively attached to the Affidavit of Claude Roberge as Exhibit "A" (the "**Patterson Agreements**") reference a payment schedule that is attached as Schedule "B", however no Schedule "B" is included in the Affidavit or contained in the data room established by the Receiver. We request that Schedule "B" be provided, and if Patterson is unable to produce Schedule "B", an explanation as to why; and
 - d. We note that there are two documents in the data room established by the Receiver titled "Sprg22 Skip6 731575" and "Sprg22 Skip6 732002", that appear to be legible copies of the Patterson Agreements, however they are not signed by Faissal and are not discussed in the Roberge Affidavit. Does the Receiver have an explanation as to what relevance these documents have to Patterson's proof of claim, and whether the Receiver has accepted these documents evidence of the contractual terms of the Patterson Agreements?
3. The Receiver's conclusions regarding which of the Claims Process Debtor owned what assets as at the date of the appointment of the Receiver, including the collateral position of asset ownership as at the date of receivership, supported by its analysis and evidence it relied upon to arrive at these conclusions. We also ask that any evidence in the Receiver's possession or control relied upon to support its conclusions be included in the Report; and
 4. We note that certain claims submitted in the Claims Process have been admitted by the Receiver, certain claims denied, and certain claims, including RBC's, the Receiver has provided no comment. We ask that the Receiver Substantively report on its findings on all the claims submitted in the Claims Process in the data room, supported with its reasoned analysis.

We look forward to hearing from the Receiver.



Yours truly,

MILLER THOMSON LLP

Per:



Susy Trace
Partner
SMT/sh

Enclosures

cc: MNP Ltd., Attention: V. Allen (Via Email)
Royal Bank of Canada. Attention: M. Starenky (Via Email)
[70708958.1](#)



SCHEDULE 9

Writer's direct line: (403) 477-9661
Writer's email address: vanessa.allen@mnp.ca

June 29, 2023

VIA EMAIL : strace@millertomson.com

Miller Thomson LLP
TD Canada Trust Tower
421 7th Avenue SW
Calgary, AB T2P 4K9

Attention: Susy Trace

RE: **Faissal Mouhamad Professional Corporation o/a Delta Dental ("FMPC"), 984842 Alberta Ltd. ("985842"), 52 Dental Corporation ("52 Dental"), Delta Dental Corp. ("DDC") and Michael Dave Management Ltd. ("MDML") – in Receivership**

As you are aware, MNP Ltd. acts as Receiver and Manager (the "Receiver") of the assets, undertakings, and properties of FMPC, 985842, 52 Dental, DDC and MDML (collectively, the "Companies").

Pursuant to an Order granted by the Court of King's Bench of Alberta (the "Court") on June 13, 2023 (the "Scheduling Order"), a timeline was established for steps leading up to an application for advice and direction (the "Advice and Direction Application"), which is contemplated to address, among other matters, the priority of various secured claims advanced pursuant to a claims process approved by the Court on February 14, 2023 (the "Claims Process"). Pursuant to the Scheduling Order, interested parties were to provide specific requests (if any) for additional information within the Receiver's possession and control by June 23, 2023 (the "Information Requests").

We are writing to respond to the specific request for information that you submitted on June 23, 2023.

Firstly, in response to your general comment that the Receiver has not yet reported to the Court or the creditors generally in a substantive manner regarding the claims that have been submitted pursuant to the Claims Process or its conclusion regarding what entity(ies) in receivership owns/own certain assets, we note the following:

- As you are aware, the Claims Process was established in consultation with stakeholders, including your client, with knowledge that various claims filed by secured claimants (the "Secured Claims") might not be conclusively determinable by the Receiver and/or might be disputed by other secured claimants. The Claims Process was structured such that the costs to further investigate or challenge Secured Claims would be borne by those with an economic interest in the resolution of the claims as opposed to the estates generally. As such, the Claims Process was developed to

allow claimants to further investigate, or challenge Secured Claims submitted by other claimants pursuant to the Claims Process.

- In the Receiver's view, it would be premature for the Receiver to provide a definitive report on the Secured Claims until the results of such investigations/challenges are known. The Receiver is of the view that some or all of the matters to be addressed at the Advice and Direction Application are unlikely to be conclusively determined without a detailed examination of the underlying facts and evidence and the assistance of the Court with respect to certain findings of fact and legal conclusions. 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 such underlying facts and evidence to the Court in an orderly manner. In order to achieve these objectives, the Claims Process includes the following features, which are not typical of a claims process in receiverships or other insolvency proceedings:
 - the establishment of an electronic data room so that secured claimants can review all of the Secured Claims filed in the various receivership proceedings (the "Data Room"); and
 - a requirement that Secured Claims must include affidavit evidence to facilitate the gathering of additional facts and evidence by secured claimants who have an economic stake in the determination of the Secured Claims and wish to challenge the validity or priority of selected Secured Claims.
- As set out in the Scheduling Order, the Receiver will file a report responding to the Information Requests by July 10, 2023. The Receiver will then consider additional material that becomes available pursuant to the Claims Process in formulating its assessment of the Secured Claims and will file a further report regarding the outcome of the Claims Process in advance of the Advice and Direction Application. As is typical in receivership proceedings, each stakeholder may reach out to the Receiver at any time with inquiries and may present information in support of its own interest to the Court.
- The Receiver's position regarding the ownership of assets has remained consistent throughout the receivership proceedings subject to the known disputes, which have been previously communicated to you and are described herein and any additional information that may become available through the Claims Process.

Your specific requests for information are included below with the corresponding responses being provided in red.

Question 1

Its recommended distribution to creditors of the Claims Process Debtors. If the Receiver is not in a position to recommend any distributions in whole or in part, an explanation as to why it is unable to make a recommendation as applicable.

We refer you to paragraph 18 of the Receiver's Eighth Report, which outlines the matters that are expected to be addressed at the Advice and Direction Application. The determination of these matters at the Advice and Direction Application may impact the priority of secured claimants in the various receivership proceedings, which will in turn impact distributions to creditors. That said, to assist in your review, preliminary comments for each estate are provided below, which are based on assumptions, including the assumption that none of the Disallowance Notices (as subsequently defined) will be successfully disputed.

FMPC & DDC

- As set out in the list of priority/ secured claimants that was provided to you on April 27, 2023 (the "Claim Summary"), Canada Revenue Agency has filed a deemed trust claim for employee source deductions in the amount of \$23,574.26.
- As set out in paragraph 18.2 of the Eighth Report, CWB National Leasing Inc. ("CWB") has registered a financing statement in respect of a security interest against certain equipment in use in the Delta Clinic (the "CWB Equipment"). As set out in the Claim Summary, CWB has filed a secured claim against FMPC in the amount of \$95,614.43 (the "CWB Claim"). The Receiver anticipates that the CWB Claim will have priority with respect to the CWB Equipment.
- Royal Bank of Canada ("RBC") registered a first registered financing statement against FMPC. The Receiver anticipates that RBC will be entitled to the net available funds in FMPC following any approved payments to CRA and CWB.

The Receiver's legal counsel, McMillan LLP has completed reviews of the security held by CWB and RBC, which will be discussed in the Ninth Report of the Receiver to be file on or before July 10, 2023 (the "Ninth Report").

52 Dental

- As previously reported, Patterson Dental Canada Inc. ("Patterson") has a registered a financing statement in respect of a security interest granted in certain of the clinical equipment in use in the 52 Clinic (the "52 Equipment") and RBC registered a financing statement in respect of a security interest granted in all present and after acquired property of 52 Dental. As set out in paragraph 18.1 of the Eighth Report, the priority of the secured claims advanced by RBC and Patterson will depend, among other potential factors, on the Court's determination as to whether the 52

Equipment was leased by Dr. Faissal Mouhamad to 52 Dental pursuant to a true lease or a financing lease.

MDML

- As you are aware, RBC, Solar Star Holdings Inc. and 1245233 Alberta Ltd. (the “Jovica Creditors”) have registered financing statements in respect of security interests granted by MDML, the priority of which security interests may be impacted by factors including the relative timing of the registrations.
- As you are also aware, the Jovica Creditors take the position that MDML owned the dental equipment used in the Delta Dental clinic (the “Delta Equipment”). While the Receiver has expressed the view that the Delta Equipment appears to be owned by FMPC, and not MDML, the Receiver understands that the ownership of the Delta Equipment may be a matter of dispute between RBC and the Jovica Creditors.
- The Receiver notes that it is not aware of MDML holding any assets other than the net sale proceeds from the Delta Building, subject to any new information that may become available pursuant to the Claims Process.

985842

- As you are aware, RBC, Jovica Property Management Ltd, and Solar Star Holdings Inc. and 1193770 Alberta Ltd. (“1193770”) have registered financing statements in respect of security interests purportedly granted by 985842, the priority of which security interests may be impacted by factors including the relative timing of the registrations.
- The Receiver notes that it is not aware of 985842 holding any assets other than the net sale proceeds from the DV Unit and the Investment, the value of which is uncertain.

Question 2

The information the Receiver provided to RBC in its letter dated June 13, 2023, and any additional information the Receiver learns after it has completed its inquiries it stated it would be undertaking in this letter, including, without limitation, additional information as to the credits that Patterson Dental Canada Inc. (“Patterson”) asserts were accumulated by Faissal in his personal capacity, including:

The Receiver’s letter dated June 13, 2023, has been posted to the Data Room.

- a. Details as to the loyalty program Patterson offered Faissal or any of the Claims Process Debtors and copies of any agreements related to same;

The information provided by Patterson in this regard has been posted to the Data Room.

- b. Whether the credits may be property of any of the Claims Process Debtors and transferred to Faissal, and if so, whether consideration was paid to such Claims Process Debtor for the credits;

Based on the information provided by Patterson, the credits appear to be the property of FMPC. Dr. Mouhamad also indicated that he believed that FMPC held the account with Patterson. Dr. Mouhamad has indicated that 52 Dental did not compensate FMPC for use of these credits.

- c. Each of the “Balance of Purchase Price Contract – Security Agreement” collectively attached to the Affidavit of Claude Roberge as Exhibit “A” (the “Patterson Agreements”) reference a payment schedule that is attached as “Schedule “B”, however, no Schedule “B” is included in the Affidavit or contained in the data room established by the Receiver. We request that Schedule “B” be provided and if Patterson is unable to produce Schedule “B”, an explanation as to why; and

The Receiver has requested this information from Patterson.

- d. We note that there are two documents in the data room established by the Receiver titled “Sprg22 Skip6 731575” and “Sprg22 Skip6 732002”, that appear to be legible copies of the Patterson Agreements, however, they are not signed by Faissal and are not discussed in the Roberge Affidavit. Does the Receiver have an explanation as to what relevance these documents have to Patterson’s proof of claim, and whether the Receiver has accepted these documents evidence of the contractual terms of the Patterson Agreements?

The documents you are referencing were provided by legal counsel for Patterson on May 18, 2023 in response to a request by the Receiver for legible copies of the terms and conditions attached to the Patterson Agreements. The corresponding email correspondence has been posted to the Data Room.

Question 3

The Receiver’s conclusions regarding which of the Claims Process Debtor owned what assets as at the date of the appointment of the Receiver, including the collateral position of asset ownership at the date of receivership, supported by its analysis and evidence it relied upon to arrive at these conclusions. We ask that any evidence in the Receiver’s possession or control relief upon to support its conclusions be included in the Report.

The known assets of each of the Companies on the Filing Date are summarized in the Notice and Statement of Receiver, which was issued on September 26, 2023, which is available on the Receiver’s website at <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>. In addition, each of the Receiver’s reports has set out the primary assets in each of the receivership proceeding for the Companies, which are most recently described in Paragraphs 6 & 7 of the Receiver’s Eighth Report (the “Primary Assets”). As you are aware, all of the Primary Assets have been sold and the corresponding opinions of value/ appraisals were

provided in the Receiver's Second Confidential Report. In addition, the net sale proceeds from each of the sales are disclosed in the Interim Statements of Receipts and Disbursements for each of the Companies, which are attached as Schedules 4 to 7 of the Seventh Report of the Receiver. In addition to the proceeds from the sale of the Primary Assets, the Receiver notes the following additional assets that continue to be realized in the respective estates:

- FMPC currently lists accounts receivable of approximately \$79,000 (the "Delta A/R") and 52 Dental currently lists accounts receivable of approximately \$82,600 (the "52 A/R"). The Receiver's efforts to collect the Delta A/R and the 52 A/R are ongoing, however, the Receiver notes that the corresponding accounts receivable listings were not well maintained and, as such, the collection of the corresponding accounts (in particular for 52 Dental) is considered doubtful.
- 985842 holds an investment most recently described in paragraph 11.2.1. of the Eighth Report (the "Investment").
- As noted above, the Receiver understands that the ownership of the Delta Equipment may be a matter of dispute between RBC and the Jovica Creditors. Subject to the foregoing, there are no known assets of MDML other than the proceeds of sale of the Delta Dental building.

To the Receiver's knowledge, the only known disputes regarding the ownership of the assets held in the respective entities are those set out in paragraphs 18.1 and 18.2 of the Receiver's Eighth Report and summarized below:

- Patterson has taken the position that the clinical equipment in use at 52 Dental was owned by F. Mouhamad and that most of the equipment was leased by F. Mouhamad to the 52 Clinic pursuant to a true lease. The Receiver's legal counsel cannot conclusively determine the nature of the lease and ownership of the 52 Equipment absent a detailed examination of the underlying facts and evidence and the assistance of the Court.
- Again, the Receiver understands that the Jovica Creditors may take the position that some or all of the Delta Equipment is owned by MDML rather than FMPC.

Question 4

We note that certain claims submitted in the Claims Process have been admitted by the Receiver, certain claims denied, and certain claims, including RBC's, the Receiver has provided no comment. We ask that the Receiver substantively report on its findings on all the claims submitted in the Claims Process in the data room, supported with its reasoned analysis.

As outlined above, in the Receiver's view, it would be premature for the Receiver to admit claims filed by secured claimants until the results of any investigations/challenges that may be advanced pursuant to the

Claims Process are known. The Receiver will consider additional information that becomes available pursuant to the Claims Process in determining the various Proofs of Claim.

The Receiver has issued notices of disallowance (the "Disallowance Notices") in cases where, in the Receiver's view, it is unlikely that further examination of the underlying facts or legal conclusions would result in a different outcome. All Disallowance Notices issued by the Receiver are posted to the Data Room and are summarized in paragraph 18.3 of the Eighth Report of the Receiver filed on June 5, 2023. Notices of Dispute have been issued in respect of all of the Disallowance Notices, all of which are also posted to the Data Room. Should additional information come to the Receiver's attention that results in further Disallowance Notices being issued ahead of the Advice and Direction Application, these additional Disallowance Notices would also be posted to the Data Room.

Having provided the context above, we can advise that McMillan LLP, the Receiver's legal counsel, has completed reviews of the security held by RBC, the Jovica Creditors, 1193770 and CWB, which will be discussed in the Ninth Report.

We note that your correspondence dated June 23, 2023, and this response will be posted to the Data Room and appended to the Ninth Report.

If you have any questions, please contact the undersigned.

Yours Truly,

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



Vanessa Allen, CIRP, LIT
Senior Vice-President

cc Adam Maerov (McMillan LLP)

SCHEDULE 10

INFORMATION REQUEST

1. FAISSAL MOUHAMAD PROFESSIONAL CORPORATION:

All documents and materials acquired, in the possession of, or received by the Receiver and their legal counsel; all documents provided by Faissal and/or his legal counsel; and all documents provided or received by secured/unsecured creditors, or any party in relationship to Faissal Mouhamad Professional Corporation.

This includes, but is not limited to:

- a) Documentation, including cheques, which outlines the transfer of funds/monies into and out of Faissal Mouhamad Professional Corporation.
- b) Documentation related to yearly tax statements and Revenue Canada tax returns since incorporation.
- c) Minute book of Faissal Mouhamad Professional Corporation
- d) Documentation related to the cross examination or questioning of Faissal Mouhamad and Faissal Mouhamad Professional Corporation facilitated by any of the secured or unsecured creditors and/or the Receiver or their legal counsel.
- e) Accounting documents, ledgers, and materials in the possession or completed by the Receiver or their legal counsel in relation to Faissal Mouhamad Professional Corporation and/or provided by the secured/unsecured parties or their legal counsel, and/or any party.
- f) Any documentation or materials relating to the Dental Equipment at the Delta Dental and 52 Wellness Clinic, or documentation pertaining to investigations carried out by the Receiver and their legal counsel and/or any secured/unsecured creditors and their legal counsel in relation to the ownership of the Dental Equipment.
- g) All documentation or information the Receiver and their legal counsel have from Sarah Moe's Receivership proceedings regarding the sale of the dental business from Faissal Mouhamad Professional Corporation to Sarah Moe Professional Corporation (Sarah Moe's property claim) and the ownership of the dental equipment.
- h) Documentation including any questioning of Faissal Mouhamad, Faissal Mouhamad Professional Corporation, and Sarah Moe Professional Corporation and Sarah Moe relating to the sale of dental business Faissal Mouhamad Professional Corporation to Sarah Moe Professional Corporation.
- i) All information or documentation showcasing when the dental equipment in the possession of Faissal Mouhamad Professional Corporation was acquired and where the funds originated from.

- j) Documentation relating to funds advanced to Faissal Mouhamad Professional Corporation by financial institutions or any party, along with any guarantee or collaterals granted by 985942 Alberta Ltd. to those parties.
- k) Any documentation or materials outlining any funds give to or transactions made to Fetoun Ahmed from Faissal Mouhamad Professional Corporation or Faissal companies.

2. DELTA DENTAL CORPORATION.

All documents and related materials acquired, in the possession of, or received by the Receiver and their legal counsel; all documents provided by Faissal and/or his legal counsel; and all documents provided or received by secured/unsecured creditors, or any party in relationship to Delta Dental Corporation.

This includes, but is not limited to:

- a) Documentation, including cheques, which presents the transfer of funds/monies into and out of Delta Dental Corporation.
- b) Documentation related to yearly tax statements and Revenue Canada tax returns for Delta Dental Corporation since incorporation.
- c) Minute book of Delta Dental Corporation
- d) Accounting documents, ledgers, and materials in the possession or completed by the Receiver or their legal counsel in relation Delta Dental Corporation and/or provided by the secured/unsecured parties or their legal counsel, and/or any party.
- e) Any documentation or materials relating to the alleged management of the Red Deer Clinic and/or Calgary Clinic by Delta Dental Corporation as well as any documentation pertaining to investigations carried out by the Receiver and their legal counsel and/or secured/unsecured parties and their legal counsel in relation to Delta Dental Corporation.
- f) Any documentation or bank account transfers from Delta Dental Corporation to any of the Defendants and the aggregate sum of those transfers.
- g) Documentation relating to what and when funds were advanced by any financial institution to Faissal and Faissal Mouhamad Professional Corporation, and what guarantees, collateral or land charges were granted by Faissal Mouhamad Professional Corporation to those financial institutions.
- h) Information relating to what extent, if any, Delta Dental Corporation managed the Red Deer or Calgary dental practices.
- i) Documentation related to the cross examination or questioning of Fetoun Ahmed and Delta Dental Corporation facilitated by any of the secured or unsecured creditors and/or the Receiver or their legal counsel.

3. MICHEAL DAVE MANAGEMENT

All documents and related materials acquired, in the possession of, or received by the Receiver and their legal counsel; all documents provided by Faissal and/or his legal counsel; and all documents provided or received by secured/unsecured creditors, or any party in relationship to Michael Dave Management.

This includes, but is not limited to:

- a) Documentation, including cheques, of the transfer of funds/monies into and out of Michael Dave Management.
- a) Any documentation, including cheques and receipts, related to payments made to or funds provided to the Jovica Group and/or any financial institutions (RBC, etc.)
- b) Documentation related to yearly tax statements and Revenue Canada tax returns since incorporation.
- c) Minute book of Michael Dave Management.
- d) Accounting documents, ledgers, and materials in the possession or completed by the Receiver or their legal counsel in relation Michael Dave Management and/or provided by the secured/unsecured parties or their legal counsel, and/or any party.
- e) Any and all documentation or materials related to Michael Dave Management Ltd's purchase of the Delta Dental Building in Red Deer and source of payment to purchase the Delta Dental building.
- f) Any documentation and bank account transfers from Michael Dave Management to any of the Defendants and the aggregate sum of those transfers.
- g) Documentation relating to what and when funds were advanced by any financial institution to Michael Dave Management and what guarantees, collateral or land charges were granted by Michael Dave Management to those financial institutions.
- h) Documentation or any materials outlining what source of revenue streams Michael Dave Management has or had.
- i) Documentation relating to funds advanced to Michael Dave Management by financial institutions, along with any guarantees or collateral granted by Michael Dave Management or any of the Defendants to those financial institutions.
- j) Documentation related to the cross examination or questioning of Faissal Mouhamad and Michael Dave Management facilitated by any of the secured or unsecured creditors and/or the Receiver or their legal counsel.
- k) Any documentation or materials relating to the ownership of the dental equipment at the Delta Dental clinic, or documentation pertaining to investigations carried out by the Receiver and their legal counsel and/or any secured/unsecured

creditors and their legal counsel in relation to the Dental Equipment at the Red Deer and Calgary Dental clinics.

4. 52 DENTAL CORPORATION INC.

All documents and related materials acquired, in the possession of, or received by the Receiver and their legal counsel; all documents provided by Fetoun, Faissal and/or their legal counsel; and all documents provided or received by secured/unsecured creditors, or any party in relationship to 52 Dental Corporation Inc.

This includes, but is not limited to:

- a) Documentation, including cheques, which outlines the transfer of all funds/monies into and out of 52 Dental Corporation Inc. since initial incorporation of 52 Dental Corporation Inc., including funds transferred to Fetoun Ahmad, Faissal Mouhamad, Faissal Mouhamad Professional Corporation, 985842 Alberta Ltd, and Michael Dave Management Ltd.
- b) Documentation related to 52 Dental Corporation Inc. and Fetoun Ahmed's income, tax statements and Revenue Canada tax returns (the entire file).
- c) Minute book of 52 Dental Corporation Inc.
- d) Accounting documents, ledgers, and materials in the possession or completed by the Receiver or their legal counsel in relation to 52 Dental Corporation Inc. and/or provided by the secured/unsecured parties or their legal counsel, and/or any party.
- e) Any documentation or materials relating to the alleged management of the Red Deer Clinic and/or Calgary Clinic by 52 Dental Corporation Inc. as well as any documentation pertaining to investigations carried out by the Receiver and their legal counsel and/or any secured/unsecured party and their legal counsel in relation to Delta Dental Corporation.
- f) Documentation relating to funds advanced to 52 Dental Corporation Inc. by financial institutions, along with any guarantees or collateral granted by 52 Dental Corporation or any of the Defendants to those financial institutions.
- g) Documentation related to the cross examination or questioning of Faissal Mouhamad and 52 Dental Corporation Inc. facilitated by any of the secured or unsecured creditors and/or the Receiver and/or their legal counsel.

5. 52 WELLNESS CENTER INC.

All documents and related materials acquired or received by the Receiver and their legal counsel; all documents provided by Faissal and/or his legal counsel; and all documents provided or received by secured/unsecured creditors, or any party in relationship to 52 Wellness Center Inc.

This includes, but is not limited to:

- a) Documentation, including cheques, which outline the transfer of all funds/monies into and out of 52 Wellness Center Inc since its initial incorporation, including funds transferred to Fetoun Ahmad, Faissal Mouhamad, and any of the other Defendants.
- b) Documentation related to 52 Wellness Center Inc. tax statements and Revenue Canada tax returns since incorporation.
- c) Minute Book for 52 Wellness Center Inc.
- d) Accounting documents, ledgers, and materials in the possession or completed by the Receiver or their legal counsel in relation to 52 Wellness Centre Inc. and/or provided by the secured/unsecured parties or their legal counsel, and/or any party.
- e) Documentation for the sources of payment to purchase the 52 Wellness Center property in Calgary, AB.
- f) Documentation related to the cross examination or questioning of Fetoun Ahmad and Faissal Mouhamad facilitated by the Receiver and their legal counsel or the secured/unsecured parties and their legal counsel.
- g) Any documentation or bank account transfers from 52 Wellness Center Inc. to any of the Defendants and the aggregate sum of those transfers.
- h) Documentation relating to funds advanced to 52 Wellness Center Inc. by financial institutions, along with any guarantee or collaterals granted by 985942 Alberta Ltd. to those financial institutions.

6. 985842 ALBERTA LTD.

All documents and related materials acquired or received by the Receiver and their legal counsel; all documents provided by Faissal and/or his legal counsel; and all documents provided or received by secured/unsecured creditors, or any party in relationship to 985842 Alberta Ltd.

This includes, but is not limited to:

- a) Documentation, including cheques, which presents the transfer of funds/monies into and out of 985842 Alberta Ltd.
- b) Documentation related to yearly tax statements and Revenue Canada tax returns since incorporation.
- c) Minute book of Faissal Mouhamad Professional Corporation
- d) Documentation related to the cross examination or questioning of Faissal Mouhamad and 985842 Alberta Ltd. facilitated by any of the secured or unsecured creditors and/or the Receiver and/or their legal counsel.
- e) Any and all accounting documents, ledgers, and materials in the possession or completed by the Receiver or their legal counsel in relation to 985842 Alberta Ltd. and/or provided by the secured/unsecured parties or their legal counsel, and/or any party.
- f) Any documentation or materials relating to the Dental Equipment at the Delta Dental and 52 Wellness Clinic, or documentation pertaining to investigations carried out by the Receiver and their legal counsel and/or any secured/unsecured creditors and their legal counsel in relation to the Dental Equipment at the Red Deer and Calgary Dental clinics.
- g) Any information or documentation showcasing when dental equipment in the possession of Faissal Mouhamad Professional Corporation was acquired and where the funds originate from.
- h) Documentation relating to funds advanced to 985842 Alberta Ltd. by financial institutions, along with any guarantee or collaterals granted by 985942 Alberta Ltd. to those financial institutions.

7. UNSECURED CLAIMS

All documents and related materials acquired, in the possession of, or received by the Receiver and their legal counsel; all documents provided by Faissal and/or his legal counsel; and all documents provided or received by unsecured creditors in relation to debts owed to them.

8. GENERAL

- a. All documents or materials relating to transfer of funds from the Defendant(s) to Faissal Mouhamed and Fetoun Ahmed in their personal capacities.
- b. All documents and information in the possession of the Receiver related to investigating and reviewing caveats/promissory notes executed by the Defendants, to Glalib Hadi and Ghalib Hadi Professional Corporation, and any other parties.
- c. Any and all personal income tax statements in the possession of the Receiver for Faissal Mouhamad and Fetoun Ahmed.
- d. Any documentation or materials outlining the bank accounts that Faissal Mouhamad and Fetoun Ahmed hold, and which financial institutions the transactions were made into by any of the above Defendants.

SCHEDULE 11

Writer's direct line: (403) 477-9661
Writer's email address: vanessa.allen@mnp.ca

June 29, 2023

VIA EMAIL : mmohamad@mcivordevelopments.com; mahmoudmohamad2755@gmail.com

Mclvor Urban Developments Ltd.
Mahmoud Mohamad

Attention: Mohamad Mohamad and Mahmoud Mohamad

RE: Faissal Mouhamad Professional Corporation o/a Delta Dental ("FMPC"), 984842 Alberta Ltd. ("985842"), 52 Dental Corporation ("52 Dental"), Delta Dental Corp. ("DDC") and Michael Dave Management Ltd. ("MDML") – in Receivership

As you are aware, MNP Ltd. acts as Receiver and Manager (the "Receiver") of the assets, undertakings, and properties of FMPC, 985842, 52 Dental, DDC and MDML (collectively, the "Companies").

Pursuant to an Order granted by the Court of King's Bench of Alberta (the "Court") on June 13, 2023 (the "Scheduling Order"), a timeline was established for steps leading up to an application for advice and direction (the "Advice and Direction Application"), which is contemplated to address, among other matters, the priority of various secured claims advanced pursuant to a claims process approved by the Court on February 14, 2023 (the "Claims Process"). Pursuant to the Scheduling Order, interested parties were to provide specific requests (if any) for additional information within the Receiver's possession and control by June 23, 2023 (the "Information Requests").

We are writing to respond to the specific request for information that you submitted on June 23, 2023. The Information Requests were to relate to the Claims Process and the Advice and Direction Application. The Information Request that you provided extends well beyond the scope established in the Scheduling Order. We note the following:

- The claims submitted by Mclvor Urban Developments Ltd. ("Mclvor") and Mahmoud Mohamad ("Mahmoud") pursuant to the Claims Process relate to outstanding litigation against certain of the Companies. The Information Request you provided appears to contemplate the provision of information, which would be the subject of a discovery process should such litigation proceed and is considered by the Receiver in that context. In addition, your Information Request includes requests for items that are subject to solicitor/ client privilege.
- Notices of Disallowance have been issued in respect of the claims filed by Mclvor and Mahmoud (the "Disallowance Notices"). While the Receiver appreciates that Notices of Dispute have been

filed in respect of the Disallowance Notices, the status of these claims has not yet been determined by the Court. As such, the standing of Mclvor and Mahmoud in the Claims Process is undetermined.

- As you are aware, the administration of the Receivership for 52 Wellness Centre Inc. is complete, subject to the Receiver completing some administrative tasks and filing its discharge certificate.

Having noted the above, the Receiver has provided responses below in red to selected items, which appear to be relevant to the Claims Process and the Advice and Direction Application: Please note that the numbering is as it appears in your Information Request.

FMPC

- f) Any documentation or materials relating to the Dental Equipment at the Delta Dental and 52 Wellness Clinic, or documentation pertaining to investigations carried out by the Receiver and their legal counsel and/or any secured/unsecured creditors and their legal counsel in relation to the ownership of the Dental Equipment.

The information for the Delta Clinic is summarized in point i) below. We assume you are also referencing the 52 Clinic, and, in that regard, we also reviewed the conditional sales contract (the "Patterson Agreement") with Patterson Dental Canada Inc. in respect of the equipment in use at the 52 Dental clinic and the master lease agreement between Dr. Mouhamad and 52 Dental in respect of the equipment that was subject to the Patterson Agreement.

- g) All documentation or information the Receiver and their legal counsel have from Sarah Moe's Receivership proceedings regarding the sale of the dental business from Faissal Mouhamad Professional Corporation to Sarah Moe Professional Corporation (Sarah Moe's property claim) and the ownership of the dental equipment.

As you are aware, the property proof of claim filed by the Trustee in the bankruptcy proceedings of Sarah Moe aka Sahar Mohamad is posted in the electronic data room established for the Claims Process (the "Data Room"). Additional information requests related to those bankruptcy proceedings would need to be directed to the Trustee.

- i) All information or documentation showcasing when the dental equipment in the possession of Faissal Mouhamad Professional Corporation was acquired and where the funds originated from. The information reviewed by the Receiver included the financial statements for FMPC (2019 – 2021), the Lease Agreement No. 2972207 between FMPC and CWB National Leasing Inc. ("CWB") dated December 10, 2019, related to selected equipment being held at the Delta Clinic and selected invoices provided by Dr. Mouhamad, all of which are included in the Data Room.
- j) Documentation relating to funds advanced to Faissal Mouhamad Professional Corporation by financial institutions or any party, along with any guarantee or collaterals granted by 985942 Alberta Ltd. to those parties.

As you are aware, the Secured Claims are included in the Data Room and attach many of the underlying security documents and information on the outstanding indebtedness. If you would like the Receiver to request specific documents that you believe have been missed, please advise.

DDC

- g) Documentation relating to what and when funds were advanced by any financial institution to Faissal and Faissal Mouhamad Professional Corporation, and what guarantees, collateral or land charges were granted by Faissal Mouhamad Professional Corporation to those financial institutions.

See the response to j) for FMPC.

- h) Information relating to what extent, if any, Delta Dental Corporation managed the Red Deer or Calgary dental practices.

We note that, the receivership estates of FMPC and DDC were substantively consolidated pursuant to an Order granted by the Court on May 11, 2023. The extent to which DDC managed the Delta Clinic is discussed in the First Report of the Interim Receiver dated September 9, 2022 and paragraph 12.2 of the Seventh Report of the Receiver dated May 1, 2023.

MDML

- i) Documentation relating to funds advanced to Michael Dave Management by financial institutions, along with any guarantees or collateral granted by Michael Dave Management or any of the Defendants to those financial institutions.

See the response to j) for FMPC.

- k) Any documentation or materials relating to the ownership of the dental equipment at the Delta Dental clinic, or documentation pertaining to investigations carried out by the Receiver and their legal counsel and/or any secured/unsecured creditors and their legal counsel in relation to the Dental Equipment at the Red Deer and Calgary Dental clinics.

See the response to f) and i) for FMPC.

52 Dental

- e) Any documentation or materials relating to the alleged management of the Red Deer Clinic and/or Calgary Clinic by 52 Dental Corporation Inc. as well as any documentation pertaining to investigations carried out by the Receiver and their legal counsel and/or any secured/unsecured party and their legal counsel in relation to Delta Dental Corporation.

As set out above, the extent to which DDC managed the Delta Clinic is discussed in the First Report of the Interim Receiver dated September 9, 2022 and paragraph 12.2 of the Seventh Report of the Receiver dated May 1, 2023. The management of the 52 Clinic is also discussed in the First Report of the Interim Receiver dated September 9, 2022.

- f) Documentation relating to funds advanced to 52 Dental Corporation Inc. by financial institutions, along with any guarantees or collateral granted by 52 Dental Corporation or any of the Defendants to those financial institutions.

See the response to j) for FMPC.

985842

- f) Any documentation or materials relating to the Dental Equipment at the Delta Dental and 52 Wellness Clinic, or documentation pertaining to investigations carried out by the Receiver and their legal counsel and/or any secured/unsecured creditors and their legal counsel in relation to the Dental Equipment at the Red Deer and Calgary Dental clinics.

See the response to f) and i) for FMPC.

- g) Any information or documentation showcasing when dental equipment in the possession or Faissal Mouhamad Professional Corporation was acquired and where the funds originate from.

See the response to i) for FMPC.

- h) Documentation relating to funds advanced to 985842 Alberta Ltd. by financial institutions, along with any guarantee or collaterals granted by 985942 Alberta Ltd. to those financial institutions.

See the response to j) for FMPC.

Your correspondence dated June 23, 2023, and this response will be posted to the Data Room and appended to the Ninth Report of the Receiver.

If you have any questions, please contact the undersigned.

Yours Truly,

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



Vanessa Allen, CIRP, LIT
Senior Vice-President

cc Adam Maerov (McMillan LLP)

SCHEDULE 12

**Faissal Mouhamad Professional Corporation ("FMPC") and Delta Dental
Corp. ("DDC")
Interim Statement of Receipts and Disbursements
For the Period from August 23, 2022 to July 3, 2023**

		Notes
Sale of assets	\$ 2,345,571	1
Accounts receivable	724,578	2
Cash held in financial institutions	90,177	3
Receiver's certificate	50,000	4
Miscellaneous receipts	13,473	
GST collected	250	
Total receipts:	3,224,049	
 Disbursements:		
Contractor fees	642,882	5
Receiver's fees and disbursements	287,248	6
Receiver's legal fees and disbursements	154,314	7
Operating expenses	100,462	8
Commission	92,600	9
Repayment of receiver's borrowings	50,990	4
Rent expense	44,761	10
Payroll	40,618	11
Interim Receiver's fees and disbursements	38,813	12
GST Paid	34,819	
Reimbursement of funds paid in error	10,789	
Utilities	9,141	
Property taxes	8,097	
Appraisals	6,495	
Interim Receiver's legal fees and disbursements	6,064	12
Insurance	4,034	
Miscellaneous expenses	3,951	
Patient refunds	2,919	
Total disbursements:	1,538,995	
 Net available cash:	\$ 1,685,054	13

Notes - general:

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

Notes - specific:

1. Represents the net sale proceeds from the sale of a dental practice known as Delta Dental (the "Delta Clinic"), which operated out of premises located at 7151 50 Avenue in Red Deer, Alberta (the "Delta Building"). The Sale of the Delta Clinic was approved by the Court pursuant to an Order granted on January 11, 2023 and closed on March 10, 2023.
2. Represents amounts collected from patients and their insurance providers.
3. Represents amounts collected from FMPC's account with Royal Bank of Canada and DDC's account with Scotiabank (the "DDC Account") since the date of interim receivership. The amount collected from the DDC Account is net of payroll \$67,317 that was paid directly from the DDC Account.
4. Pursuant to the Receivership Order, borrowings of \$50,000 were advanced to the Receiver. These borrowings, including applicable interest were repaid on March 13, 2023.
5. Represents payments to dentists, hygienists and contractors.
6. Represents the professional fees and disbursements of the Receiver for the period ended May 31, 2023, as detailed on "Schedule 1" attached hereto.
7. Represents the professional fees and disbursements of the Receiver's legal counsel, McMillan LLP, for the period ended May 31, 2023, as detailed on "Schedule 1" attached hereto.

**Faissal Mouhamad Professional Corporation ("FMPC") and Delta Dental
Corp. ("DDC")
Interim Statement of Receipts and Disbursements
For the Period from August 23, 2022 to July 3, 2023**

8. Operating expenses include various dental supplies and patient labs.
9. Represents the amount payable to Tier Three Brokerage Ltd. a division of Henry Schein for commission on the sale of the Delta Clinic.
10. Represents per-diem rent payable for the post-receivership period, based on an opinion on the market lease rate prepared by Newmark Knight Frank Canada Ltd. Operating expenses were paid directly by Delta Dental over the course of the receivership.
11. Represents payroll prior to the Receivership Date, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives.
12. Represents professional fees and disbursements of the Interim Receiver and their legal counsel, McMillan LLP, prior to the Receivership Date.
13. In addition to the amount reflected above, selected accounts receivable continue to be collected into the DDC Account, which was set to deposit only.

**In the Matter of the Receivership of
Faissal Mouhamad Professional Corporation o/a Delta Dental and Delta Dental Corp.
Summary of Professional Fees and Disbursements**

MNP Ltd.

Invoice date	Invoice number	Description	Subtotal	GST	Total
October 11, 2022	10616319	For the period ended October 10, 2022	\$ 63,356.95	\$ 3,167.85	\$ 66,524.80
November 14, 2022	10659181	For the period ended October 31, 2022	42,155.34	2,107.77	44,263.11
December 19, 2022	10705899	For the period ended November 30, 2022	32,797.94	1,639.90	34,437.84
January 5, 2023	10728183	For the period ended December 31, 2022	24,112.39	1,205.62	25,318.01
February 27, 2023	10808654	For the period ended January 31, 2023	32,565.08	1,628.25	34,193.33
March 13, 2023	10836437	For the period ended February 28, 2023	26,874.76	1,343.74	28,218.50
April 14, 2023	10925377	For the period ended March 31, 2023	26,217.64	1,310.88	27,528.52
May 11, 2023	11026745	For the period ended April 30, 2023	22,468.20	1,123.41	23,591.61
June 9, 2023	11085201	For the period ended May 31, 2023	16,699.55	834.98	17,534.53
			\$287,247.85	\$14,362.39	\$ 301,610.24

McMillan LLP

Invoice date	Invoice number	Description	Subtotal	GST	Total
October 27, 2022	3017151	For the period ended September 30, 2022	\$ 17,794.37	\$ 889.38	\$ 18,683.75
November 14, 2022	3017277	For the period ended October 31, 2022	19,034.55	951.73	19,986.28
December 12, 2022	3017443	For the period ended November 30, 2022	7,718.07	382.40	8,100.48
December 31, 2022	3017650	For the period ended December 31, 2022	10,631.59	530.88	11,162.47
February 16, 2023	3017826	For the period ended January 31, 2023	49,010.32	2,449.94	51,460.26
March 9, 2023	3017919	For the period ended February 28, 2023	26,590.01	1,326.28	27,916.29
April 12, 2023	3018059	For the period ended March 31, 2023	11,368.06	562.20	11,930.25
May 10, 2023	3018224	For the period ended April 30, 2023	5,312.34	264.81	5,577.15
May 31, 2023	3018308	For the period ended May 31, 2023	6,854.46	341.70	7,196.16
			\$154,313.77	\$ 7,699.32	\$ 162,013.08

Total Professional Fees and Disbursements

\$441,561.62 \$22,061.71 \$ 463,623.33

SCHEDULE 13

52 Dental Corporation ("52 Dental")
Interim Statement of Receipts and Disbursements
For the Period From August 23, 2022 to July 3, 2023

		Notes
Receipts:		
Sale of assets	\$ 822,714	1
Accounts receivable	266,201	2
Cash held in financial institutions	91,944	3
Miscellaneous receipts	14,503	
Total receipts:	1,195,362	
Disbursements:		
Contractor fees	226,985	4
Receiver's fees and disbursements	185,070	5
Payroll	71,334	6
Rent expense	62,187	7
Operating expenses	52,334	8
Receiver's legal fees and disbursements	50,539	9
Commission	32,000	10
Interim Receiver's fees and disbursements	31,756	11
GST Paid	19,541	
Insurance	7,517	
Interim Receiver's legal fees and disbursements	6,064	11
Appraisal fees	5,595	
Miscellaneous disbursements	3,131	
Patient refunds	769	
Total disbursements:	754,822	
Net available cash:	\$ 440,540	12
Less:		
Funds held in trust	417,000	13
Net funds available	\$ 23,540	

Notes - general:

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

Notes - specific:

1. Represents the net sale proceeds from the sale of a dental practice known as 52 Dental (the "52 Clinic"), which operated out of premises located at 3505 52 Street SE in Calgary, Alberta (the "52 Building"). The Sale of the 52 Clinic was approved by the Court pursuant to an Order granted on January 11, 2023 (the "January 11 Order") and closed on February 24, 2023.
2. Represents amounts collected from patients and their insurance providers.
3. Represents amounts collected from 52 Dental's account with Scotiabank (the "52 Account") since the date of the interim receivership.
4. Represents payments to dentists and hygienists who are retained on a contract basis.
5. Represents the professional fees and disbursements of the Receiver for the period ended April 30, 2023, as detailed on "Schedule 1" attached hereto.

52 Dental Corporation ("52 Dental")
Interim Statement of Receipts and Disbursements
For the Period From August 23, 2022 to July 3, 2023

6. Represents payroll, including the required Canada Revenue Agency payroll source deduction remittances as well as eligible overtime incentives during the interim receivership.
7. Represents per-diem rent payable for the post-receivership period, based on an opinion on the market lease rate prepared by Newmark Knight Frank Canada Ltd.
8. Operating expenses include various dental supplies and patient labs.
9. Represents the professional fees and disbursements of the Receiver's legal counsel, McMillan LLP, for the period ended April 30, 2023, as detailed on "Schedule 1" attached hereto.
10. Represents the amount payable to Tier Three Brokerage Ltd. a division of Henry Schein for commission on the sale of the 52 Clinic.
11. Represents professional fees and disbursements of the Interim Receiver and their legal counsel, McMillan LLP, prior to the Receivership Date.
12. In addition to the amount reflected above, selected accounts receivable continue to be collected into the 52 Account, which is set to deposit only.
13. Represents the amount held in trust pursuant to the January 11 Order.

**In the Matter of the Receivership of
52 Dental Corporation
Summary of Professional Fees and Disbursements**

MNP Ltd.

Invoice date	Invoice number	Description	Subtotal	GST	Total
October 11, 2022	10616319	For the period ended October 10, 2022	\$ 49,277.63	\$ 2,463.88	\$ 51,741.51
November 14, 2022	10659181	For the period ended October 31, 2022	42,155.34	2,107.77	44,263.11
December 19, 2022	10705899	For the period ended November 30, 2022	24,598.46	1,229.92	25,828.38
January 5, 2023	10728183	For the period ended December 31, 2022	24,112.39	1,205.62	25,318.01
February 27, 2023	10808654	For the period ended January 31, 2023	23,260.77	1,163.04	24,423.81
March 13, 2023	10836437	For the period ended February 28, 2023	7,678.50	383.93	8,062.43
April 14, 2023	10925377	For the period ended March 31, 2023	6,554.41	327.72	6,882.13
May 11, 2023	11026745	For the period ended April 30, 2023	7,432.58	371.63	7,804.21
			\$185,070.08	\$ 9,253.50	\$ 194,323.58

McMillan LLP

Invoice date	Invoice number	Description	Subtotal	GST	Total
October 27, 2022	3017151	For the period ended September 30, 2022	\$ 6,722.32	\$ 335.99	\$ 7,058.30
November 14, 2022	3017277	For the period ended October 31, 2022	5,625.55	281.28	5,906.83
December 12, 2022	3017443	For the period ended November 30, 2022	2,252.61	111.61	2,364.22
December 31, 2022	3017650	For the period ended December 31, 2022	9,939.35	496.31	10,435.66
February 16, 2023	3017826	For the period ended January 31, 2023	6,392.65	319.56	6,712.21
March 9, 2023	3017919	For the period ended February 28, 2023	10,446.08	521.04	10,967.11
April 12, 2023	3018059	For the period ended March 31, 2023	3,552.52	175.69	3,728.20
May 10, 2023	3018224	For the period ended April 30, 2023	5,607.47	279.52	5,886.99
			\$ 50,538.54	\$ 2,520.99	\$ 53,059.53

Total Professional Fees and Disbursements

\$235,608.62 \$11,774.49 \$ 247,383.11

SCHEDULE 14

Michael Dave Management Ltd. ("MDML")
Receiver's Interim Statement of Receipts and Disbursements
For the Period From September 16, 2022 to July 3, 2023

		<u>Notes</u>
Receipts:		
Sale of assets	\$ 1,421,845	1
Rent collected	44,761	2
Miscellaneous receipts	13,512	3
Cash held in financial institutions	3,588	4
GST collected	<u>2,238</u>	
Total receipts:	<u>1,485,943</u>	
Disbursements:		
Distribution to secured lender	1,000,000	5
Receiver's fees and disbursements	142,759	6
Receiver's legal fees and disbursements	76,776	7
Commission	56,000	8
GST Paid	14,014	
Insurance	8,534	
Appraisal	5,000	
Miscellaneous disbursements	<u>73</u>	
Total disbursements:	<u>1,303,155</u>	
Net available cash:	<u><u>\$ 182,788</u></u>	

Notes - general:

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

Notes - specific:

1. Represents the net sale proceeds from the sale of a building located at 7151 50 Avenue in Red Deer, Alberta, which houses a dental practice known as Delta Dental (the "Delta Building"). The Sale of the Delta Building was approved by the Court pursuant to an Order granted on January 11, 2023 and closed on March 10, 2023.
2. Represents per-diem rent payable for the post-receivership period, based on an opinion on the market lease rate prepared by Newmark Knight Frank Canada Ltd. Operating expenses were paid directly by Delta Dental over the course of the receivership.
3. Represents interest and the refunds of unused insurance premiums.
4. Represents the amount collected from MDML's account with TD Bank.
5. Represents a distribution to Solar Star Holdings Inc. and 1245233 Alberta Ltd., which was approved by the Court pursuant to an Order granted on January 11, 2023.
6. Represents the professional fees and disbursements of the Receiver for the period ended May 31, 2023, as detailed on "Schedule 1" attached hereto.
7. Represents the professional fees and disbursements of the Receiver's legal counsel, McMillan LLP, for the period ended May 31, 2023, as detailed on "Schedule 1" attached hereto.
8. Represents the amount payable to CBRE Limited for commission on the sale of the Delta Building.

**In the Matter of the Receivership of
Michael Dave Management Ltd.
Summary of Professional Fees and Disbursements for the Period Ended February 28, 2023**

MNP Ltd.

Invoice date	Invoice No.	Description	Subtotal	GST	Total
October 11, 2022	10616319	For the period ended October 10, 2022	\$ 14,079.32	\$ 703.97	\$ 14,783.29
November 14, 2022	10659181	For the period ended October 31, 2022	18,066.57	903.33	18,969.90
December 19, 2022	10705899	For the period ended November 30, 2022	12,299.23	614.96	12,914.19
January 5, 2023	10728183	For the period ended December 31, 2022	20,093.66	1,004.68	21,098.34
February 27, 2023	10808654	For the period ended January 31, 2023	18,608.62	930.43	19,539.05
March 13, 2023	10836437	For the period ended February 28, 2023	23,035.52	1,151.78	24,187.30
April 14, 2023	10925377	For the period ended March 31, 2023	16,386.03	819.30	17,205.33
May 11, 2023	11026745	For the period ended April 30, 2023	9,910.10	495.51	10,405.61
June 9, 2023	11085201	For the period ended May 31, 2023	10,279.75	513.99	10,793.74
			\$ 142,758.80	\$ 7,137.94	\$ 149,896.74

McMillan LLP

Invoice date	Invoice No.	Description	Subtotal	GST	Total
October 27, 2022	3017151	For the period ended September 30, 2022	\$ 6,722.32	\$ 335.99	\$ 7,058.30
November 14, 2022	3017277	For the period ended October 31, 2022	3,256.28	162.81	3,419.09
December 12, 2022	3017443	For the period ended November 30, 2022	11,350.26	562.37	11,912.62
December 31, 2022	3017650	For the period ended December 31, 2022	18,686.81	933.11	19,619.92
February 16, 2023	3017826	For the period ended January 31, 2023	7,458.09	372.82	7,830.91
March 9, 2023	3017919	For the period ended February 28, 2023	13,295.00	663.14	13,958.15
April 12, 2023	3018059	For the period ended March 31, 2023	6,039.28	298.67	6,337.95
May 10, 2023	3018224	For the period ended April 30, 2023	6,197.73	308.94	6,506.67
May 31, 2023	3018308	For the period ended May 31, 2023	3,769.95	187.94	3,957.89
			\$ 76,775.72	\$ 3,825.78	\$ 80,601.50

Total Professional Fees and Disbursements

\$ 219,534.52	\$ 10,963.72	\$ 230,498.24
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SCHEDULE 15

985842 Alberta Ltd. ("985842")
Interim Statement of Receipts and Disbursements
For the Period From September 29, 2022 to July 3, 2023

		<u>Notes</u>
Receipts:		
Sale of assets	\$ 456,116	1
Rent	26,173	2
GST collected	1,309	
Miscellaneous receipts	3,855	
Total receipts:	487,453	
 Disbursements:		
Receiver's legal fees and disbursements	133,130	3
Receiver's fees and disbursements	76,791	4
Commission	23,000	5
Repairs and maintenance	7,616	
Insurance	5,631	
Appraisal	5,000	
Miscellaneous	695	
GST paid	12,383	
Total disbursements:	264,246	
 Net available cash:	 223,207	

Notes - general:

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

Notes - specific:

1. Represents the net sale proceeds from the sale of a unit located at 5207 Power Centre Boulevard, in Drayton Valley, Alberta (the "DV Unit"), which houses a dental practice known as Valley Dental. The Sale of the DV Unit was approved by the Court pursuant to an Order granted on February 9, 2023.
2. Represents rent collected from the sole tenant of the DV Unit.
3. Represents the professional fees and disbursements of the Receiver's legal counsel, McMillan LLP, for the period ended May 31, 2023, as detailed on "Schedule 1" attached hereto.
4. Represents the professional fees and disbursements of the Receiver for the period ended May 31, 2023, as detailed on "Schedule 1" attached hereto.
5. Represents the amount payable to NAI Commercial Real Estate Inc. for commission on the sale of the DV Unit.

**In the Matter of the Receivership of
985842 Alberta Ltd.
Summary of Professional Fees and Disbursements**

MNP Ltd.

Invoice date	Invoice number	Description	Subtotal	GST	Total
October 11, 2022	10616476	For the period ended October 10, 2022	\$ 8,345.00	\$ 417.25	\$ 8,762.25
November 14, 2022	10658998	For the period ended October 31, 2022	4,458.00	222.90	4,680.90
December 14, 2022	10701491	For the period ended November 30, 2022	3,159.00	157.95	3,316.95
January 5, 2023	10728165	For the period ended December 31, 2022	6,974.00	348.70	7,322.70
February 21, 2023	10792355	for the period ended January 31, 2023	23,907.34	1,195.37	25,102.71
March 13, 2023	10836421	For the period ended February 28, 2023	15,807.02	790.35	16,597.37
April 24, 2023	10961755	For the period ended March 31, 2023	3,231.00	161.55	3,392.55
May 11, 2023	11026926	For the period ended April 30, 2023	4,461.00	223.05	4,684.05
June 6, 2023	11083075	For the period ended May 31, 2023	6,449.00	322.45	6,771.45
			\$ 76,791.36	\$ 3,839.57	\$ 80,630.93

McMillan LLP

Invoice date	Invoice number	Description	Subtotal	GST	Total
October 27, 2022	3017151	For the period ended September 30, 2022	\$ 1,581.72	\$ 79.06	\$ 1,660.78
November 14, 2022	3017277	For the period ended October 31, 2022	5,466.18	273.31	5,739.49
December 12, 2022	3017443	For the period ended November 30, 2022	11,131.19	551.51	11,682.70
December 31, 2022	3017650	For the period ended December 31, 2022	17,424.04	870.05	18,294.09
February 16, 2023	3017826	For the period ended January 31, 2023	35,159.58	1,757.57	36,917.15
March 9, 2023	3017919	For the period ended February 28, 2023	33,237.51	1,657.85	34,895.36
April 12, 2023	3018059	For the period ended March 31, 2023	9,947.05	491.92	10,438.97
May 10, 2023	3018224	For the period ended April 30, 2023	8,558.77	426.63	8,985.40
May 31, 2023	3018308	For the period ended May 31, 2023	10,624.41	529.64	11,154.05
			\$ 133,130.45	\$ 6,637.54	\$ 139,767.99

Total Professional Fees and Disbursements

\$ 209,921.81 \$ 10,477.11 \$ 220,398.92

SCHEDULE 16

**In the Matter of the Receivership of
 Faissal Mouhamad Professional Corporation ("FMPC") o/a Delta Dental, Delta Dental Corp. ("Delta Dental"), 52 Dental Corporation, 52 Wellness Centre Inc., Michael Dave Management Ltd. ("MDML") and
 985842 Alberta Ltd. ("985842")
 Summary of Professional Fees and Disbursements for the Period From April 1 to May 31, 2022**

MNP Ltd.

Invoice date	Invoice number	Description	FMPC & Delta Dental	52 Dental Corporation	52 Wellness Centre Inc.	MDML	985842	Subtotal	GST	Total
May 11, 2023	11026745	For the period ended April 30, 2023	\$ 22,468	\$ 7,433	\$ 9,910	\$ 9,910	\$ -	\$ 49,721	\$ 2,486	\$ 52,207
May 11, 2023	11026926	For the period ended April 30, 2023	-	-	-	-	4,461	4,461	223	4,684
June 9, 2023	11085201	For the period ended May 31, 2023	16,700	6,438	8,219	10,280	-	41,636	2,082	43,718
June 6, 2023	11083075	For the period ended May 31, 2023	-	-	-	-	6,449	6,449	322	6,771
			39,168	13,871	18,129	20,190	10,910	102,267	5,113	107,381

McMillan LLP

Invoice date	Invoice number	Description	FMPC & Delta Dental	52 Dental Corporation	52 Wellness Centre Inc.	MDML	985842	Subtotal	GST	Total
May 10, 2023	3018224	For the period ended April 30, 2023	5,312	5,607	3,837	6,198	8,559	29,513	1,471	30,984
May 31, 2023	3018308	For the period ended May 31, 2023	6,854	6,854	6,169	3,770	10,624	34,272	1,709	35,981
			12,167	12,462	10,006	9,968	19,183	63,785	3,180	66,965

Total professional fees and disbursements			\$ 51,335	\$ 26,333	\$ 28,135	\$ 30,158	\$ 30,093	\$ 166,053	\$ 8,293	\$ 174,346
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SCHEDULE 17

COURT FILE NO. 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 **RESPONSES TO INTERROGATORIES**

DATED June 23, 2023

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING
THIS DOCUMENT

COUNSEL TO THE RECEIVER

McMillan LLP
1700, 421 – 7th Avenue
SW,
Calgary, AB T2P 4K9

Attention: Adam Maerov

Telephone: (403) 531.4700

Facsimile: (403) 531.4720

Email: adam.maerov@mcmillan.ca

File No. 293571

**AFFIDAVIT OF
VANESSA ALLEN**

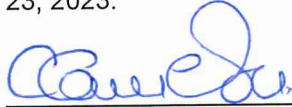
Sworn on June 23, 2023

I, Vanessa Allen, of the City of Calgary, in the Province of Alberta, **SWEAR AND SAY THAT:**

1. I am a senior vice-president of MNP Ltd. (the "**Receiver**") and a Licensed Insolvency Trustee and have been handling the day-to-day administrative work in relation to the receivership of over all of the current and future assets, undertakings and property of Faissal Mouhamad Professional Corporation, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp., 52 Wellness Centre Inc. and Michael Dave Management Ltd. (collectively, the "Companies") and 985842 Alberta Ltd. ("985842" and together with the Companies, the "Debtors") and as such, I have knowledge of the matters hereinafter deposed to.

2. Attached hereto as Exhibit "A" are responses to written interrogatories received from Mr. Bieganeck regarding the Receiver's fees and disbursements.

SWORN BEFORE ME at the City of
Calgary, in the Province of Alberta, on June
23, 2023.



A Commissioner for Oaths the Province of
Alberta

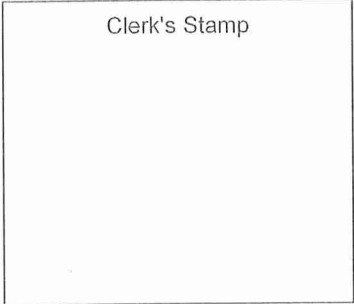


VANESSA ALLEN

CLAIRE CAMERON
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires June 10, 2023

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COURT FILE NO. 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 WRITTEN INTERROGATORIES

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DARREN R. BIEGANEK, KC
Barrister & Solicitor
Phone: (780) 441-4386
Fax: (780) 428-9683
[Email: dbieganeke@dcllp.com](mailto:dbieganeke@dcllp.com)
File #213293

DUNCAN CRAIG LLP
LAWYERS MEDIATORS 2800,
10060 Jasper Avenue Edmonton,
Alberta Canada T5J 3V9

TO: McMillan LLP ("Receiver's Counsel") and MNP Ltd. ("Receiver")

FROM: Counsel for the creditors, Jovica Property Management Ltd., Solar Star Holdings Inc., 1193770 Alberta Ltd., 1245233 Alberta Inc. and 1105550 Alberta Inc. (collectively the "Jovica Creditors")

THIS IS EXHIBIT "A" referred to in the Affidavit of Vanessa Aiten
Sworn before me this 23rd day of June A.D. 2023
Claire Cameron
A Commissioner for Oaths
in and for the Province of Alberta

CLAIRE CAMERON
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires June 10, 2025

B. Receiver

20. With respect to employees, professionals or partners of the Receiver who have at any time charged fees in this matter, please provide the following information:

- a. The names of said persons;
- b. The professional designation of said persons, if applicable;
- c. The hourly rates of said persons;
- d. A description as to what roles said persons held on the matter;
- e. A description as to each person's level of experience in receivership matters; and
- f. A description as to each person's level of experience in real estate transactions.

See the attached schedule.

21. To the extent not provided within the Affidavits of Vanessa Allen sworn February 21, 2023, and May 2, 2023, provide detailed copies of all the Receiver's invoices on the matter, showing all time entries with descriptions for said time entries (any solicitor/client privileged information may be redacted) and disbursements.

The Receiver's invoices for the period from January 1 to March 31, 2023, are attached to the Affidavit of Vanessa Allen sworn on May 2, 2023. In the Receiver's view, the remaining information is not relevant to the Receiver's application to approve its fees and disbursements and those of its legal counsel for the period of January 1, 2023, to March 31, 2023. Accordingly, the request does not fall within the permissible scope of questions. The Receiver has responded to the request in the letter accompanying these written interrogatories.

22. Describe how Receiver's fees were allocated between the five entities described in Schedule 8 to the Receiver's Seventh Report.

In the Receiver's view, the requested information is not relevant to the Receiver's application to approve its fees and disbursements and those of its legal counsel for the period of January 1, 2023, to March 31, 2023. Accordingly, the request does not fall within the permissible scope of questions. The Receiver has responded to the request in the letter accompanying these written interrogatories.

23. Describe how Receiver's fees have been allocated between the five entities described in Schedule 8 to the Receiver's Seventh Report throughout the entirety of this matter.

Duplicate question. See response above.

24. Do any of the Receiver's fees throughout this matter include charges for secretarial, administrative or non-lawyer staff? If so, confirm the amount of said charges.

The Receiver does not provide legal services and, as such all activities should be viewed as non-legal. The administrative employees providing services for the Receiver are Carla Schillreff, Claire Cameron, Melissa Burton and Sarah Forest. While these employees are considered as administrative, they also perform non administrative tasks. Carla Schillreff in particular is responsible for the banking function for the various estates. The corresponding charges are set out in the various invoices, which are attached to the Affidavit of Vanessa Allen sworn on May 2, 2023.

25. What do time entries described as "file administration, estate banking" (i.e. the time entries from February 1, 2023 to February 28, 2023 of Carla Schillreff) refer to?

Estate banking would include, but not be limited to, setting up bank accounts, receiving and depositing cheques, recording all receipts, and ensuring appropriate backup information for receipts, reviewing invoices, and preparing disbursements, ensuring all banking entries are properly recorded in Ascend insolvency software, and scanning and filing of receipts and disbursements. File administration would include, but not be limited to, updating required information in Ascend insolvency software, filing of required documents, sending out correspondence as requested, arranging couriers, responding to general creditor inquiries, and posting material to the Receiver's website.

26. Describe all steps taken by the Receiver with respect to 985:

a. For the Time Period; and

A summary of the Receiver's activities for the Time Period are included in the Receiver's invoices for the Time Period, which are attached to the Affidavit of Vanessa Allen sworn on May 2, 2023.

b. From beginning of this matter to current.

In the Receiver's view, the requested information is not relevant to the Receiver's application to approve its fees and disbursements and those of its legal counsel for the period of January 1, 2023, to March 31, 2023. Accordingly, the request does not fall within the permissible scope of questions. The Receiver has responded to the request in the letter accompanying these written interrogatories.

27. What, if any, steps were taken with respect to 985 after sale of DV Unit on February 17, 2023?

A summary of the Receiver's activities for the Time Period are included in the Receiver's invoices for the Time Period, which are attached to the Affidavit of Vanessa Allen sworn on May 2, 2023. Following the sale of the DV Unit, the Receiver's activities mainly involved administering the claims process for 985, reviewing the Investment and developing the sale process for the Investment.

28. How many different employees, professionals or partners of the Receiver worked on the conveyancing/sale of the DV Unit, what were their names and what were their roles in the conveyancing/sale of the DV Unit?

Vanessa Allen, Senior Vice-President, MNP Ltd. managed the sale and conveyancing of the DV Unit up to closing/ transition during the Time Period. The Receiver's role included the following:

- a. Managing the sale process and corresponding with NAI Commercial Real Estate Inc. regarding same;
- b. Negotiating and finalizing the Offer to Purchase for the DV Unit;
- c. Preparing for and attending the Court application at which the sale of the DV Unit was approved (including preparing the required Receiver's reports);
- d. Communicating with the Jovica Group regarding the sale of the DV Unit and responding to other creditor inquiries regarding same; and
- e. Reviewing all conveyancing documents and corresponding with legal counsel re: same.

Of the Receiver's fees for the Time Period:

- a. Confirm that \$42,945.36 is sought to be allocated to 985; and

The amount referenced represents the professional fees and disbursements of the Receiver paid from 985842 Alberta Ltd. for the period ended March 31, 2023. As previously advised, the Receiver is not seeking approval of an allocation of their professional fees and disbursements at this time.

- b. Of the amount confirmed in part (a), what amount is related to the conveyancing/sale of the DV Unit?

The Receiver estimates that 75% of Vanessa Allen's time billed during the Time Period (\$23,769) related to the conveyancing/ sale of the DV Unit.

29. Please confirm that pursuant to Schedule 7 of the Receiver's Seventh Report, from September 29, 2022, to April 24, 2023:

- a. Proceeds of \$483,853 have been receipted from assets of 985;

The amount referenced represents the total receipts in the receivership estate for the noted period. As reflected in "Schedule 7" of the Receiver's Seventh Report net proceeds from the sale of the DV Unit totaled approximately \$456,116.

- b. Receiver's Counsel's fees and disbursements sought to be allocated to 985 are \$113,947; and

See the response from the Receiver's Counsel.

- c. Receiver's fees and disbursements sought to be allocated to 985 are \$65,881.

The amount referenced represents the professional fees and disbursements of the Receiver paid from 985842 Alberta Ltd. for the period ended March 31, 2023. As previously advised, the Receiver is not seeking approval of an allocation of their professional fees and disbursements at this time.

30. Describe all steps taken by the Receiver with respect MDML:

- a. During the Time Period;

A summary of the Receiver's activities for the Time Period are detailed in the Receiver's invoices for the Time Period, which are attached to the Affidavit of Vanessa Allen sworn on May 2, 2023.

- b. From beginning of this matter to current.

In the Receiver's view, the requested information is not relevant to the Receiver's application to approve its fees and disbursements and those of its legal counsel for the period of January 1, 2023, to March 31, 2023. Accordingly, the request does not fall within the permissible scope of questions. The Receiver has responded to the request in the letter accompanying these written interrogatories.

31. What, if any, steps were taken with respect to MDML after sale of Delta Building on March 10, 2023?

A summary of the Receiver's activities for the Time Period are detailed in the Receiver's invoices for the Time Period, which are attached to the Affidavit of Vanessa Allen sworn on May 2, 2022. Following the sale of the Delta Building, the Receiver's activities mainly involved the transition of the Delta Building to the purchaser and the administering the claims process for MDML.

32. How many different employees, professionals or partners of the Receiver worked on the conveyancing/sale of the Delta Building, what were their names and what were their roles in the conveyancing/sale of the Delta Building?

Vanessa Allen, Senior Vice-President, MNP Ltd. managed the sale and conveyancing of the Delta Building up to closing/ transition during the Time Period. The Receiver's role included the following:

- Managing the sale process and corresponding with CBRE Limited regarding same;
- Negotiating and finalizing various amendments to the Asset Purchase Agreement;
- Preparing supplemental report and attend Court application re: approval of the Delta Sale;

- d. Preparing Bifurcated Asset Purchase Agreement and corresponding reports re: same; and
- e. Reviewing all conveyancing documents and corresponding with legal counsel re: same

33. Of the Receiver's fees for the Time Period:

- a. Confirm that \$58,030.17 is sought to be allocated to MDML; and
The amount referenced represents the professional fees and disbursements of the Receiver paid from MDML for the period ended March 31, 2023. As previously advised, the Receiver is not seeking approval of an allocation of their professional fees and disbursements at this time.

- b. Of the amount confirmed in part (a), what amount is related to the conveyancing/sale of the Delta Building?

The Receiver estimates that between 60% and 70% of the time billed during the Time Period (\$34,438 - \$40,178) related to the conveyancing/ sale of the Delta Building.

34. Please confirm that pursuant to Schedule 5 of the Receiver's Seventh Report, from September 16, 2022 to April 24, 2023:

- a. Proceeds of \$1,480,104 have been received or recovered from assets of MDML;
The amount referenced represents the total receipts in the receivership estate for the noted period. As reflected in "Schedule 5" of the Receiver's Seventh Report net proceeds from the sale of the Delta Building totaled approximately \$1,421,845.

- b. Receiver's Counsel's fees and disbursements sought to be allocated to MDML are \$66,808; and

See the response provided by the Receiver's legal counsel.

- c. Receiver's fees and disbursements sought to be allocated to MDML are \$122,569.
The amount referenced represents the professional fees and disbursements of the Receiver paid from MDML for the period ended March 31, 2023. As previously advised, the Receiver is not seeking approval of an allocation of their professional fees and disbursements at this time.

35. With respect to the Delta Clinic and 52 Clinic (as defined within the Receiver's Reports):

- a. How were the clinics monitored by the Receiver?

The Receiver's activities in respect of the dental clinics included, but were not limited to, the following:

- Communicating with the Office Managers and other team members regarding operational/ employee concerns;
- Communicating with suppliers regarding post-receivership accounts/ services;
- Processing payroll;
- Establishing controls for cash/ inventory/ controlled substances;
- Completing regular site visits;
- Communicating with insurance providers regarding pre and post-receivership collections and reconciling receipts from insurance providers; and
- Responding to receivership related inquiries from patients.

If you require more specific information, please provide particulars.

- b. What steps were involved in the monitoring of the clinics?

The activities are summarized above. If you require additional information, please provide particulars.

- c. Which partners/employees from the Receiver participated in the monitoring of the clinics?
During the Time Period, the clinic's operations were mainly overseen by Julie Kennedy, Senior Manager, MNP Ltd. The following individuals also provided support as needed: Rick Anderson, Senior Manager, MNP Ltd., Jillian Anderson, Senior Manager, MNP Ltd., Seamus Boyle, Manager, MNP Ltd., Jacqueline Shellon, Manager, MNP Ltd. and Temitope Muraina, Senior Consultant.

36. To the Receiver's knowledge, have the Jovica Creditors, at any material time, had security interests over any assets of Faissal Mouhamad Professional Corporation, Delta Dental Corp., 52 Dental Corporation or 52 Wellness Centre Inc.?

In the Receiver's view, the requested information is not relevant to the Receiver's application to approve its fees and disbursements and those of its legal counsel for the period of January 1, 2023, to March 31, 2023. Accordingly, the request does not fall within the permissible scope of questions. The Receiver has responded to the request in the letter accompanying these written interrogatories.

37. To the Receiver's knowledge, has the Royal Bank of Canada, at any material time, had security interests over any assets of 985 or MDML?

In the Receiver's view, the requested information is not relevant to the Receiver's application to approve its fees and disbursements and those of its legal counsel for the period of January 1, 2023, to March 31, 2023. Accordingly, the request does not fall within the permissible scope of questions. The Receiver has responded to the request in the letter accompanying these written interrogatories.

38. When did the Receiver first become aware of the Investment (as defined in paragraph 15 of the Receiver's Seventh Report)?

The Receiver cannot comment on the specific date when they became aware of the investment but can confirm that it was before October 7, 2022.

39. What is the urgency to have the Receiver's and Receiver's Counsel's fees for the Time Period being sought to be approved now, as opposed to at the conclusion on the matter?

In the Receiver's view, the requested information is not relevant to the Receiver's application to approve its fees and disbursements and those of its legal counsel for the period of January 1, 2023, to March 31, 2023. Accordingly, the request does not fall within the permissible scope of questions. The Receiver has responded to the request in the letter accompanying these written interrogatories.

40. What amount of Receiver's fees have been incurred (billed and unbilled) after March 31, 2023?

In the Receiver's view, the requested information is not relevant to the Receiver's application to approve its fees and disbursements and those of its legal counsel for the period of January 1, 2023, to March 31, 2023. Accordingly, the request does not fall within the permissible scope of questions. The Receiver has responded to the request in the letter accompanying these written interrogatories.

41. Other than as contained within the Receiver's Reports in this matter, how frequently, if at all, was the Receiver reporting to creditors and what was being reported?

The Receiver has ongoing communication with significant stakeholders and their respective legal counsel, including RBC, The Bank of Nova Scotia, Patterson Dental Canada Inc. and the Jovica Group. These communications generally related to (i) providing updates on the receivership proceedings, (ii) consulting on significant steps in the receivership proceedings (such as the sale of assets) and responding to inquiries as requested. Specific activities are outlined in the invoices attached to the Affidavit of Vanessa Allen sworn on May 2, 2023.

FMPC et. al. - in Receivership - Timekeeper Details for the period from January 1 to March 31, 2023

Timekeeper Name	Professional Designation(s)	Hourly rate for engagement	Role (main focus)	Receivership experience	Real estate experience
Vanessa Allen	CIRP, LIT	\$ 570.00	Lead Partner (all aspects)	Twenty plus years	Experience in the context of insolvency proceedings involving real property
Julie Kennedy	CIRP, LIT	\$ 490.00	Senior Manager (operations)	Ten plus years	Experience in the context of insolvency proceedings involving real property
Rick Anderson	CIRP, LIT, CFE, CPA, CMA	\$ 490.00	Senior Manager (operations, as needed)	Twenty plus years	Experience in the context of insolvency proceedings involving real property
Seamus Boyle	CPA, CIRP, LIT	\$ 390.00	Manager (patient/ insurance company communication, revenue reconciliation and collections)	Five plus years	Experience in the context of insolvency proceedings involving real property
Temitope Muraina	LLM, MBA, MCIArb	\$ 290.00	Senior Consultant (operations/ A/R)	Less than one year	
Lorry Fritsche	Not applicable	\$ 390.00	Manager (CRA filings and audits)	Nineteen years	Experience in the context of insolvency proceedings involving real property
Carla Schillreff	Not applicable	\$ 180.00	Administrative and banking support	Minimal; provides administrative support	
Claire Cameron	Not applicable	\$ 180.00	Administrative support	Minimal; provides administrative support	
Jacqueline Shellon	CPA	\$ 390.00	Manager (operations)	Eight years	Experience in the context of insolvency proceedings involving real property
Melissa Burton	Not applicable	\$ 180.00	Administrative support	Minimal; provides administrative support	
Sarah Forest	Not applicable	\$ 180.00	Administrative support	Minimal; provides administrative support	
Victor Kroeger	CIRP, LIT, CFE, CPA, CA	\$ 570.00	Designated Quality Review Partner (reviewed Court report and deliverables)	Thirty plus years	Experience in the context of insolvency proceedings involving real property
Jillian Anderson	CIRP	\$ 390.00	Manager (operations, as needed)	Minimal; main focus of practice is consumer insolvency	

SCHEDULE 18

Writer's direct line: (403) 477-9661
Writer's email address: vanessa.allen@mnp.ca

June 23, 2023

VIA EMAIL : dbieganeke@dcllp.com

Duncan Craig LLP
2800 Scotia Place
Edmonton, AB T5J 3V9

Attention: Darren Bieganeke, KC

RE: **Faissal Mouhamad Professional Corporation o/a Delta Dental, 984842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd. – in Receivership**

As you are aware, MNP Ltd. acts as Receiver and Manager of the assets, undertakings, and properties of Faissal Mouhamad Professional Corporation o/a Delta Dental, 985842 Alberta Ltd., 52 Dental Corporation, Delta Dental Corp. and Michael Dave Management Ltd.

The Affidavit of Vanessa Allen was sworn on May 2, 2023 (the "Allen Affidavit") in support of the Receiver's application for approval of the professional fees and disbursements of the Receiver and the Receiver's legal counsel for the period from January 1, 2023, to March 31, 2023, including an estimate to complete the administration of the receivership proceedings for 52 Wellness (the "Fee Approval Application"). You provided written interrogatories in respect of the Allen Affidavit on June 15, 2023 (the "Written Interrogatories").

The Receiver provided responses to the Written Interrogatories on June 22, 2023 (the "Response"). As noted in the Response, in the Receiver's view, several of the questions included in the Written Interrogatories, were not relevant to the Allen Affidavit or the Fee Approval Application. Accordingly, the request does not fall within the permissible scope of questions. This letter is being provided to respond to those questions, which were not responded to as part of the Written Interrogatories.

1. Provide detailed copies of all Receiver's Counsel's invoices on the matter, showing all time entries with descriptions for said time entries (any solicitor/client privileged information may be redacted) and disbursements.

McMillan LLP's redacted invoices for the period ended December 31, 2022, are attached hereto as "Schedule 1". McMillan LLP's redacted invoices for April and May 2023 are attached hereto as "Schedule 2". McMillan LLP's redacted invoices for the Time Period are enclosed with the responses to interrogatories.

2. Describe all steps taken by Receiver's Counsel with respect to 985842 Alberta Ltd. from beginning of this matter to current.

See the attached summary, which is attached hereto as "Schedule 3". This summary provides a summary of steps taken outside of the Time Period. The steps taken within the Time Period are described in the responses to interrogatories.

3. Describe all steps taken by Receiver's Counsel with respect to MDML from beginning of this matter to current.

See the attached summary, which is attached hereto as "Schedule 4". This summary provides a summary of steps taken outside of the Time Period. The steps taken within the Time Period are described in the responses to interrogatories.

4. What amount of the Receiver's Counsel's fees have been incurred (billed and unbilled) after March 31, 2023?

As noted above, McMillan's redacted invoices for April and May, 2023 are attached hereto as "Schedule 2". An invoice for June 1 to 30, 2023 will be provided upon issuance.

5. To the extent not provided within the Affidavits of Vanessa Allen sworn February 21, 2023, and May 2, 2023, provide detailed copies of all the Receiver's invoices on the matter, showing all time entries with descriptions for said time entries (any solicitor/client privileged information may be redacted) and disbursements.

The Receiver's invoices for all entities excluding 985842 Alberta Ltd. for the period ended February 28, 2023, were provided to you via email on March 17, 2023. The Receiver's invoices for all entities excluding 985842 Alberta Ltd. for the period from April 1 to May 31, 2023, and the Receiver's invoices for 985842 Alberta Ltd. for the period ended November 30, 2023, and the period from April 1 to May 31, 2023, are attached as "Schedule 5" hereto.

6. Describe how Receiver's fees were allocated between the five entities described in Schedule 8 to the Receiver's Seventh Report.

Please see paragraphs 37 to 39 of the Seventh Report of the Receiver dated May 1, 2023, for the basis for the allocation of the Receiver's professional fees and disbursements. As previously indicated, the Receiver is not seeking approval for the allocation of any professional fees and disbursements at this time.

7. Describe all steps taken by the Receiver with respect to 985 from beginning of this matter to current.

See the attached summary, which is attached hereto as "Schedule 6".

8. Describe all steps taken by the Receiver with respect MDML from the beginning of this matter to current.

See the attached month to month summary, which is attached hereto as "Schedule 7".

9. To the Receiver's knowledge, have the Jovica Creditors, at any material time, had security interests over any assets of Faissal Mouhamad Professional Corporation, Delta Dental Corp., 52 Dental Corporation or 52 Wellness Centre Inc.?

The Receiver is not aware of any registered security interests held by the Jovica Creditors in the referenced estates. To the Receiver's knowledge, none of the Jovica Creditors filed proofs of claim in the claims process that was approved by the Court on February 14, 2023 (the "Claims Process") for the referenced estates. Copies of searches of the Alberta Personal Property Registry for the referenced entities are attached hereto as "Schedules 8 through 11".

10. To the Receiver's knowledge, has the Royal Bank of Canada, at any material time, had security interests over any assets of 985 or MDML?

The Royal Bank of Canada ("RBC") has registered security interests over both 985842 Alberta Ltd. and MDML. RBC filed proofs of claim against both 985842 Alberta Ltd. and MDML in the Claims Process. Searches of the Alberta Personal Property Registry for each of these entities are attached hereto as "Schedules 12 and 13".

11. What is the urgency to have the Receiver's and Receiver's Counsel's fees for the Time Period being sought to be approved now, as opposed to at the conclusion on the matter?

It is the Receiver's standard practice in insolvency proceedings to obtain approvals for our professional fees and disbursements in conjunction with seeking approval for the corresponding activities. Addressing professional fee approvals at various intervals in the proceedings has the benefit of ensuring that all stakeholders are fully apprised of the cost of administering the various estates and the Receiver has a clear mandate for how to advance the proceedings. Since these applications occur in conjunction with applications for other relief, they do not inflate the cost of the proceedings. Since you received notice of the application on May 2, 2023, and the application is not scheduled to be heard until July 17, 2023, we are unclear as to how this application can be considered as having been brought on an urgent basis.

12. What amount of Receiver's fees have been incurred (billed and unbilled) after March 31, 2023?

As per question 5, the invoices are attached hereto as "Schedule 5". An invoice for June 1 to 30, 2023 will be provided upon issuance.

The Receiver notes that the billing rate for Melissa Burton was erroneously entered as \$390 instead of \$180 on the Receiver's March and April invoices, which resulted in additional fees of \$672 being charged. A credit in this amount will be applied to the Receiver's June invoice.

If you have any questions, please contact the undersigned.

Yours Truly,

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



Vanessa Allen, CIRP, LIT
Senior Vice-President

cc Adam Maerov (McMillan LLP)