

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	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 1, 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	

Table of Contents

INTRODUCTION AND BACKGROUND 1

NOTICE TO READER..... 3

ACTIVITIES OF THE RECEIVER..... 3

PURPOSE OF THE REPORT 4

THE CONSOLIDATION APPLICATION 5

The 985842 Sale Process..... 7

INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS 8

The Delta SRD 8

The 52 Dental SRD 9

The MDML SRD..... 9

The 52 Wellness SRD..... 10

The 985842 SRD..... 10

PROFESSIONAL FEES..... 10

THE FINAL 52 WELLNESS DISTRIBUTIONS 13

DISCHARGE OF THE RECEIVER FOR 52 WELLNESS..... 14

RECOMMENDATION AND CONCLUSION 14

SCHEDULES

Schedule 1	Claims Registers for Faissal Mouhamad Professional Corporation o/a Delta Dental and Delta Dental Corp.
Schedule 2	DRAFT correspondence re: request for letters of intent for investments held by 985842 Alberta Ltd.
Schedule 3	Receiver's Interim Statement of Receipts and Disbursements for the Period from August 23, 2022, to April 24, 2023, for Faissal Mouhamad Professional Corporation o/a Delta Dental and Delta Dental Corporation
Schedule 4	Receiver's Interim Statement of Receipts and Disbursements for the Period from August 23, 2022, to April 24, 2023, for 52 Dental Corporation
Schedule 5	Receiver's Interim Statement of Receipts and Disbursements for the Period from September 16, 2022, to April 24, 2023, for Michael Dave Management Ltd.
Schedule 6	Receiver's Interim Statement of Receipts and Disbursements for the Period from September 16, 2022, to April 24, 2023, for 52 Wellness Centre Inc.
Schedule 7	Receiver's Interim Statement of Receipts and Disbursements for the Period from September 29, 2022, to April 24, 2023, for 985842 Alberta Ltd.
Schedule 8	Summary of Professional Fees and Disbursements of the Receiver and the Receiver's Legal Counsel for the period from January 1, 2023 to March 31, 2023
Schedule 9	Summary of the Activities of the Receiver and Manager for 52 Wellness Centre Inc.

INTRODUCTION AND BACKGROUND

- 1 On August 23, 2022, the Court of King's Bench of Alberta, known as the Court of Queen's Bench of Alberta at the time (the "**Court**"), granted an Interim Receivership Order (the "**Interim Receivership Order**") appointing MNP Ltd. as Interim Receiver (the "**Interim Receiver**") over all of the current and future assets, undertakings and property (the "**IR Property**") of Faissal Mouhamad Professional Corporation ("**FMPC**"), Delta Dental Corp. ("**DDC**") and 52 Dental Corporation ("**52 Dental**", collectively, the "**IR Companies**"), as more particularly set out in the Interim Receivership Order.
- 2 The Interim Receivership Order was granted pursuant to an application (the "**RBC Application**") by Royal Bank of Canada ("**RBC**") which, at September 16, 2022 (the "**Filing Date**"), was owed approximately \$632,600 by FMPC pursuant to various credit facilities (the "**RBC Loans**"). The RBC Loans are secured by a security interest in, among other things, the IR Property. RBC was also owed approximately \$2.5 million (the "**Mclvor Indebtedness**") by Mclvor Developments Ltd., a corporation related to the Companies (as subsequently defined). The Mclvor Indebtedness was guaranteed by FMPC and 985842 Alberta Ltd. ("**985842**").
- 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. Copies of all orders granted by the Court in these proceedings as well as other publicly available documents in these proceedings can be found on the Receiver’s website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.

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

Corporate entity	Directors/ Officers	Description of Operations
Faissal Mouhamad Professional Corporation o/a Delta Dental 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 Dental 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 ”) that housed 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 housed Delta Dental.
985842 Alberta Ltd.	F. Mouhamad is the sole director and shareholder	Owned a commercial unit located in a building at 108, 5205 Power Center Boulevard in Drayton Valley, Alberta (the “ DV Unit ”).

6. As noted above, the key assets in the receivership proceedings included two operating dental clinics being the Delta Clinic and the 52 Clinic and three real properties, which are summarized below:

- 6.1. The 52 Building, which was owned by 52 Wellness, housed the 52 Clinic and three other commercial tenants and is legally described as Plan 9910835, Block 39, Lot 1 excepting thereout all mines and minerals;
- 6.2. The Delta Building, which was owned by MDML, housed the Delta Clinic and is legally described as Plan 2223KS, Block 1, Lot 4A excepting thereout all mines and minerals (the Delta Building and the Delta Clinic will collectively be referred to as the “**Delta Property**”); and
- 6.3. The DV Unit, which was owned by 985842, housed an unrelated dental practice and is legally described as Plan 0721291, Block 102, Lot 14 excepting thereout all mines and minerals.

A sale of the DV Unit to Amara Investments Corp. (“**Amara**”) was completed on February 17, 2023. The 52 Clinic, the Delta Property and the 52 Wellness Building were all sold to the NDC Group Inc. and V. Tran and T. Sivanantha Professional Corporation (collectively, the “**NDC Group**”) with the sale of the 52 Clinic (the “**52 Dental Sale**”) having closed on February 24, 2023 and the sale of the Delta Property (the “**Delta Sale**”) and the 52 Building (the “**52 Building Sale**”) having closed on March 10, 2023.

NOTICE TO READER

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

ACTIVITIES OF THE RECEIVER

10. The Receiver's activities since the date of the Fifth Report are summarized below:
 - 10.1. Managing the ongoing operations of the Delta Clinic and the 52 Clinic, pending the respective closings of the Delta Sale and the 52 Dental Sale;
 - 10.2. Communicating with insurance providers and reconciling receipts collected from insurance providers;
 - 10.3. Working with Amara to complete the sale of the DV Unit and facilitating the transition of the DV Unit to Amara;
 - 10.4. Working with the NDC Group with respect to completing required amendments to and then closing the Delta Sale, the 52 Dental Sale and the 52 Building Sale and facilitating the transition of the 52 Clinic, the Delta Property and the 52 Building to the NDC Group;
 - 10.5. Communicating with the insurance provider for the 52 Building with respect to an insurance claim related to a flooding incident at the 52 Building as a result of a toilet overflowing on the morning of January 9, 2023;

- 10.6. Administering the claims process (the “**Claims Process**”) that was approved by the Court pursuant to an Order (Claims Procedure) granted on February 14, 2023, and reviewing secured claims submitted in the Claims Process;
- 10.7. Preparing the Receiver’s Sixth Report dated February 28, 2023, in support of the Receiver’s application seeking approval to bifurcate the Asset Purchase Agreement (the “**Delta APA**”) for the Delta Property with the NDC Group and approving the corresponding bifurcated agreements as well as temporarily sealing the Fourth Confidential Report of the Receiver, also dated February 28, 2023 (the “**Bifurcation Application**”). Ultimately, the NDC Group was able to close the Delta Sale under the terms of the original Delta APA so the Bifurcation Application was not required and was adjourned *sine die*.
- 10.8. Maintaining and updating the Receiver’s Website;
- 10.9. Communicating with RBC, The Bank of Nova Scotia (“**BNS**”) and secured creditors known as the Jovica Group and their respective legal counsel regarding the administration of the receivership proceedings;
- 10.10. Consulting with legal counsel on various matters, including the Delta Sale, the 52 Dental Sale, the 52 Building Sale, the Claims Process and the review of the Investment (as subsequently defined); and
- 10.11. Responding to various other patient, creditor and stakeholder inquiries.

PURPOSE OF THE REPORT

11. This report constitutes the Seventh Report of the Receiver (the “**Seventh Report**”). The Seventh Report is being filed in support of the Receiver’s application to this Honorable Court returnable on May 8, 2023 (the “**May 8 Hearing**”) requesting the following relief:
 - 11.1. 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;
 - 11.2. Approving the substantive consolidation of the receivership estates of FMPC and DDC (the “**Consolidation Application**”);
 - 11.3. 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**”) and/or in the class A units (the “**Class A Units**”) issued by in InvestPlus Real Estate Investment Trust (“**InvestPlus REIT**”);
 - 11.4. 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 the 985842 Letter (as subsequently defined) to all of the holders of LP Units and Class A Units;

- 11.5. Approving the professional fees and disbursements 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;
- 11.6. Approving the allocation of the professional fees and disbursements of the Receiver and McMillan to 52 Wellness;
- 11.7. Approving final distributions from 52 Wellness, net of priority claims and the amount required to complete the administration of that receivership (defined below as the "**Final 52 Wellness Distributions**");
- 11.8. Discharging the Receiver in respect of the receivership of 52 Wellness upon the filing of a certificate confirming the completion of the Receiver's remaining obligations and, upon the discharge of the Receiver:
 - 11.8.1. Releasing the Receiver from liability for any acts or omissions on its part, in relation to the receivership of 52 Wellness, save and except for any liability arising out of any fraud, gross negligence or willful misconduct; and
 - 11.8.2. Staying any action or proceedings against the Receiver, in relation to the receivership of 52 Wellness, without prior leave of the Court on notice to the Receiver.

THE CONSOLIDATION APPLICATION

12. As reported above, at the May 8 Hearing, the Receiver will be seeking the substantive consolidation of the receivership estates of FMPC and DDC. The Receiver notes the following considerations that warrant the substantive consolidation of these estates:
 - 12.1. Dr. Faissal Mouhamad ("**F. Mouhamad**") was the sole director and shareholder of FMPC and Fetoun Ahmad, also known as Fetoun Ahmed (F. Mohamad's wife) was the sole director and shareholder of DDC. As such, the entities were owned by related parties and both appear to have operated under the direction of F. Mouhamad who managed the Delta Clinic;
 - 12.2. FMPC operated the Delta Clinic and the operating results for the Delta Clinic were reported by FMPC. The Receiver was advised by F. Mouhamad that DDC had assumed the management of the operations of the Delta Clinic; however, no management agreement was in place. Neither FMPC nor DDC had any independent operations outside of managing the Delta Clinic and DDC did not report any financial results;

- 12.3. The insolvencies of FMPC and DDC both resulted from the same event, being defaults of FMPC under various agreements with RBC; which defaults resulted in the RBC Application and the granting of the Receivership Order;
 - 12.4. FMPC and DDC operated out of the same location, being the Delta Building;
 - 12.5. All of the assets of the Delta Clinic appear to be owned in FMPC. DDC does not appear to own any assets but did hold a bank account, which was used to conduct daily banking activities for the Delta Clinic;
 - 12.6. The receivership proceedings of FMPC and DDC have effectively been administered on a consolidated basis. The substantive consolidation of these two estates will minimize go-forward professional fees associated with the proceedings and ensure that, if there are funds available to distribute to unsecured creditors, creditors with claims against DDC will not be unfairly prejudiced by having their accounts recorded in DDC as opposed to in FMPC; and
 - 12.7. There were no secured or priority claims filed against DDC that were not also filed against FMPC in the same quantum. As such, there will be no prejudice to secured creditors of FMPC as a result of the consolidation of the two estates.
13. Attached hereto as "Schedule 1" are claims registers for FMPC and DDC, which reflect all of the proofs of claim filed against these entities (the "**Claims**") pursuant to the Claims Process. The Receiver's review of the Claims is ongoing; however, based on the quantum of Claims where creditors are asserting a secured interest in the personal property of FMPC, it is the Receiver's view that it is unlikely that any funds will be available for distribution to the unsecured creditors of FMPC. To the extent that any funds do become available for distribution to unsecured creditors of FMPC, in the Receiver's view, unsecured claimants of DDC should be included *pari passu* in any corresponding distribution since DDC's sole purpose was to manage the Delta Clinic on behalf of FMPC and, as such, DDC would have been acting on behalf of FMPC in contracting for goods and services related to the Delta Clinic. As noted herein, the creditors who claimed a secured interest in the personal property of DDC, filed identical claims against FMPC and there was overlap in the unsecured claimants for each estate with all claims originating from the operations of the Delta Clinic.
 14. Based on the factors noted above, the Receiver is of the view that consolidating the receiverships of FMPC and DDC is fair and reasonable in the circumstances and that the potential prejudice to unsecured creditors of FMPC would be outweighed by the benefits to the creditors as a whole, in terms of the cost and efficiency of the administration.

The 985842 Sale Process

15. At the Filing Date, 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:
 - 15.1. 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.
 - 15.2. InvestPlus LP and InvestPlus REIT filed a statement of claim 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**”).
 - 15.3. 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 or a claim against InvestPlus LP and/or InvestPlus REIT in relation to the LP Units and the Class A Units.
16. 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 since these 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.
17. Attached as “Schedule 2” is a DRAFT correspondence (the “**985842 Letter**”) that the Receiver intends to issue to all known secured creditors of the Companies 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**”). The Receiver notes as follows with respect to the 985842 Sale Process:
 - 17.1. 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.
 - 17.2. 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.

- 17.3. 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.
18. At the May 8 Hearing, the Receiver is requesting 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.

INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

19. Attached hereto as “Schedule 3 through to Schedule 7” are Interim Statements of Receipts and Disbursements for various periods ended April 24, 2023 (the “Interim SRDs”) for FMPC and DDC (the “Delta SRD”), 52 Dental (the “52 Dental SRD”), MDML (the “MDML SRD”), 52 Wellness (the “52 Wellness SRD”) and 985842 (the “985842 SRD”). The Delta SRD and the 52 Dental SRD also include receipts and disbursements from the interim receivership period.

The Delta SRD

20. As at April 24, 2023, approximately \$1.7 million was being held in trust by the Receiver.
21. The Delta SRD reflects total receipts of approximately \$3.2 million with the receipts over \$50,000 being as follows:
- 21.1. Approximately \$2.3 million represents the net proceeds from the sale of the Delta Clinic;
- 21.2. Accounts receivable collections total approximately \$719,800 from dental insurance providers and patients;
- 21.3. Approximately \$90,200 that was held in the DDC’s bank account with BNS and FMPC’s bank account with RBC at the date of the Interim Receivership Order; and
- 21.4. Receiver’s borrowings of \$50,000 were advanced by RBC pursuant to the Receivership Order to fund ongoing operating costs for the Delta Clinic and have now been repaid.
22. The Delta SRD reflects total disbursements of approximately \$1.5 million with the disbursements over \$50,000 being as follows:
- 22.1. Approximately \$638,500 for fees payable to dentists, hygienists and other former employees, who are providing services on a contract basis during the receivership;
- 22.2. Professional fees and disbursements of approximately \$248,100 for the Receiver and professional fees and disbursements of approximately \$142,100 for the Receiver’s legal counsel, both for the period ended March 31, 2023;
- 22.3. Operating expenses, including required supplies, of approximately \$99,900;

22.4. Commission of approximately \$92,600 payable to Henry Schein in respect of the sale of the Delta Clinic; and

22.5. Approximately \$51,000 to repay the Receiver's Borrowings.

The 52 Dental SRD

23. As at April 24, 2023, approximately \$452,200 was being held in trust by the Receiver.

24. The 52 Dental SRD reflects total receipts of approximately \$1.2 million with the receipts over \$50,000 being as follows:

24.1. Net proceeds of approximately \$822,700 from the sale of the 52 Clinic;

24.2. Accounts receivable collections totaling approximately \$267,200 from dental insurance providers and patients; and

24.3. Approximately \$91,900 that was held in 52 Dental's bank account with BNS at the date of the Interim Receivership Order.

25. The 52 Dental SRD reflects total disbursements of approximately \$739,700 with the disbursements over \$50,000 being as follows:

25.1. Approximately \$227,000 for fees payable to dentists, hygienists and other former employees, who are providing services on a contract basis during the receivership;

25.2. Professional fees and disbursements of approximately \$177,600 for the Receiver for the period ended March 31, 2023;

25.3. Payroll of approximately \$71,300 due from the interim receivership period;

25.4. Rent of approximately \$62,200 payable to 52 Wellness for the post-receivership period; and

25.5. Operating expenses, including required supplies, of approximately \$52,200.

The MDML SRD

26. As at April 24, 2023, approximately \$1.2 million was being held in trust by the Receiver.

27. 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.

28. The MDML SRD reflects total disbursements of approximately \$271,300 with the disbursements over \$50,000 being as follows:

28.1. Professional fees and disbursements of approximately \$122,600 for the Receiver and professional fees and disbursements of approximately \$66,800 for the Receiver's legal counsel, both for the period ended March 31, 2023; and

28.2. Commissions of approximately \$56,000 payable to CBRE Limited in respect of the sale of the Delta Building.

The 52 Wellness SRD

29. As at April 24, 2023, approximately \$107,400 was being held in trust by the Receiver.
30. The 52 Wellness SRD reflects total receipts of approximately \$2.0 million with the receipts over \$50,000 being as follows:
- 30.1. Net sale proceeds of approximately \$1.9 million from the sale of the 52 Building; and
 - 30.2. Rent of approximately \$105,300 collected from the tenants of the 52 Building, including the 52 Clinic.
31. The 52 Wellness SRD reflects total disbursements of approximately \$1.9 million with the disbursements over \$50,000 being as follows:
- 31.1. An interim distribution to BNS in the amount of approximately \$1.6 million, approved by the Distribution Order (as subsequently defined);
 - 31.2. Professional fees and disbursements of approximately \$115,800 for the Receiver and professional fees and disbursements of approximately \$61,900 for the Receiver's legal counsel, both for the period ended March 31, 2023; and
 - 31.3. Commissions of approximately \$58,000 payable to NAI Commercial Real Estate Inc. in respect of the sale of the 52 Building.

The 985842 SRD

32. As at April 24, 2023, approximately \$250,000 was being held in trust by the Receiver.
33. The 985842 SRD reflects total receipts of approximately \$483,900, with the most significant receipt being approximately \$456,100 representing the net sale proceeds from the DV Unit.
34. The 985842 SRD reflects total disbursements of approximately \$233,800 with the most significant disbursements being the professional fees and disbursements of approximately \$65,900 for the Receiver and professional fees and disbursements of approximately \$113,900 for the Receiver's legal counsel, both for the period ended March 31, 2023.

PROFESSIONAL FEES

35. Attached as "Schedule 8" is a summary of the Receiver's professional fees and disbursements, (the "**Receiver's Fees**") totaling approximately \$290,400 plus GST of approximately \$14,500 for a total of approximately \$304,900 and McMillan's professional fees and disbursements (the "**Receiver's Legal Fees**") totaling approximately \$247,000 plus GST of approximately \$12,300 for a total of approximately \$259,400. The Receiver's Fees and the Receiver's Legal Fees include fees for the

period from January 1 to March 31, 2023 plus estimates to complete the administration of the receivership proceedings for 52 Wellness. The Receiver Fees and the Receiver's Legal Fees have been allocated between 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	

36. At the May 8 Hearing, the Receiver is seeking approval of the Receiver's Fees and the Receiver's Legal Fees (collectively, the "**Professional Fees**"). The Professional Fees have been charged by the Receiver and McMillan at 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 will make copies of both its accounts and the accounts of McMillan (subject to redaction for privilege) available to the Court and to any interested person upon further request.
37. The Receiver notes that the Receiver's Fees for the Companies, excluding 985842, have been allocated between the entities for each billing period, based on an estimated percentage, considering the activities undertaken for each of the Companies (the "**Receiver's Allocation**"). At the May 8 Hearing, the Receiver is seeking approval of the Receiver's Allocation to 52 Wellness since the Receiver is also seeking its discharge in respect of 52 Wellness and intends to distribute all remaining funds held in the receivership estate, subject to approval by the Court of the Final 52 Wellness Distributions (as subsequently defined). To be clear, the Receiver's Allocation will result in Receiver's Fees totaling approximately \$132,100 and Legal Fees totaling approximately \$75,500 (both including GST) being paid by 52 Wellness, as further set out below:

Summary of Professional Fees and Disbursements Allocated to 52 Wellness			
	Subtotal	GST	Total
Receiver's professional fees and disbursements			
Invoiced	\$ 115,795	\$ 5,790	\$ 121,584
Estimate to complete	10,000	500	10,500
Subtotal	125,795	6,290	132,084
Receiver's legal counsel's professional fees and disbursements			
Invoiced	61,936	3,086	65,021
Estimate to complete	10,000	500	10,500
Subtotal	71,936	3,586	75,521
Total Allocated to 52 Wellness	\$ 197,730	\$ 9,875	\$ 207,606

38. The Receiver's Allocation between FMPC and DDC, MDML and 52 Dental is provided herein for information purposes only and will be the subject of a future application to this Honourable Court. In particular, the Receiver understands that the ownership of certain clinical equipment, which was

previously in use at the Delta Clinic may be disputed, in which case the outcome of that dispute may impact the Receiver's Allocation between FMPC and DDC and MDML.

39. The Receiver notes as follows with respect to the basis for the Receiver's Allocation:

39.1. As all of the Companies were under common control, there was significant overlap between their operations, which made it difficult for the Receiver's activities to be attributed to the various entities. In particular, the Receiver notes the following:

39.1.1. FMPC and DDC were both charged with managing the operations of the Delta Clinic. As such, their operations were largely indistinguishable, which is the reason for the Consolidation Application.

39.1.2. The Delta Clinic operated out of the Delta Building, which was owned by MDML. MDML had no operations, outside of the management of the Delta Building and no third-party property management services were in place for the Delta Building.

39.1.3. 52 Dental Corporation operated the 52 Clinic. There was significant overlap in the management of the Delta Clinic and the 52 Clinic, both of which had common dental service providers, some common employees and many common suppliers and insurance providers.

39.1.4. The 52 Clinic operated out of the 52 Building, which was owned by 52 Wellness. The operations of 52 Wellness consisted only of managing the 52 Building and no third-party property management services were in place for the 52 Building.

39.2. The sale processes for the Delta Property, the 52 Clinic and the 52 Building were conducted simultaneously with the same broker being used for the Delta Property and the 52 Clinic.

39.3. The largest portion of the Receiver's activities were spent in managing the ongoing operations of the Delta Clinic and the 52 Clinic. The Delta Clinic is a larger operation that was able to sustain a greater level of operations during the receivership proceedings compared to the 52 Clinic. As such, it required more of the Receiver's time.

39.4. Certain creditors raised objections at various stages of the receivership proceedings, which required the Receiver to prepare and file additional material related to the corresponding Companies. The Receiver has considered this in determining the monthly allocation to each entity.

39.5. The Receiver has reviewed the professional fees allocated to each of the Companies and, based on its experience, it is satisfied that they are reasonable given the size and scope of the various receiverships. The Receiver also notes that the overlap between the Companies' operations has provided many opportunities for cost savings (for example in communicating with common insurance providers or suppliers).

The Receiver notes that legal fees were allocated based on actual time incurred for each of the individual Companies, adjusted for rounding, with expenses being allocated on a pro-rata basis based on the overall fees charged for each entity during the billing period. As such, the information above, relates specifically to the Receiver Fees.

40. Included with each of the Interim SRDs are summaries of the Professional Fees incurred for each of the Companies with the 52 Wellness SRD and the corresponding professional fee summary being included in “Schedule 7”. Attached as “Schedule 9” is a summary of the Receiver’s activities for the various billing periods as they relate to 52 Wellness.

THE FINAL 52 WELLNESS DISTRIBUTIONS

41. At the Filing Date, BNS was owed approximately \$1.7 million by 52 Wellness (the “**BNS Indebtedness**”). The BNS Indebtedness was secured by a general security agreement registered against 52 Wellness and a registered mortgage and an assignment of rents and leases registered against the 52 Building (collectively the “**BNS Security**”). McMillan completed an independent review of the BNS Security and determined that the BNS Security was, subject to the usual assumptions and qualifications, valid and enforceable as against 52 Wellness and the BNS Mortgage created a valid mortgage and charge in favour of BNS on the 52 Building (the “**BNS Opinion**”).
42. Dr. Ghalib Hadi (“**G. Hadi**”) holds an agreement charging land (the “**Hadi Security**”) registered after the BNS Mortgage in respect of the 52 Building, pursuant to which approximately \$385,000 is owing (the “**Hadi Advance**”). McMillan also completed an independent review of the Hadi Security and determined that the Hadi Security was, subject to the usual assumptions and qualifications, valid and enforceable as against 52 Wellness and the Hadi Security created a valid charge in favour of G. Hadi on the 52 Building (“**Hadi Opinion**”).
43. Based on the BNS Opinion and the Hadi Opinion, the Court granted an Order on January 11, 2023 (the “**Distribution Order**”) approving distributions firstly to BNS and subsequently to G. Hadi up to the amount of the BNS Indebtedness and the Hadi Advance, in each case, upon the Receiver issuing twenty-one days’ written notice to those parties with registered security interests in the 52 Building and those parties who had requested such notification, that the Receiver intended to make such distributions. Pursuant to the Distribution Order, on March 16, 2023, the Receiver issued notice of a pending distribution to BNS in the amount of \$1,625,000 million (the “**First BNS Distribution**”). The Receiver did not receive any objections to the First BNS Distribution, which was paid on April 10, 2023.
44. At the May 8 Hearing, the Receiver is seeking approval to make the following final distributions, subject to any required holdback to satisfy unpaid Professional Fees allocated to 52 Wellness:

- 44.1. A distribution to Canada Revenue Agency (“**CRA**”) in the amount of approximately \$2,800 which, following CRA completing payroll and GST audits, was determined to be the priority amount outstanding for pre-filing GST from 52 Wellness;
- 44.2. A distribution to BNS up to the amount of the BNS Indebtedness, net of priority claims and the amount required to complete the administration of the 52 Wellness receivership; and
- 44.3. Payment of remaining funds, if any, held in the estate following the BNS Distribution to G. Hadi (collectively, the “**Final 52 Wellness Distributions**”).

DISCHARGE OF THE RECEIVER FOR 52 WELLNESS

45. The following administrative matters remain outstanding to complete the administration of the receivership for 52 Wellness:
 - 45.1. Completing the 52 Wellness Distributions;
 - 45.2. Filing final GST returns and closing the corresponding business account;
 - 45.3. Preparing and issuing the Receiver’s final report pursuant to Section 246(3) of the *Bankruptcy and Insolvency Act*;
 - 45.4. Preparing the Final Statement of Receipts and Disbursements that will be attached to the Receiver’s Certificate; and
 - 45.5. Any other matters incidental to completing the administration of the Receivership.
46. Upon completion of the administrative matters described above, the Receiver will file a discharge certificate for 52 Wellness.

RECOMMENDATION AND CONCLUSION

47. The Seventh Report has been prepared in support of the relief being sought by the Receiver at the May 8 Hearing including the following:
 - 47.1. Approving the reported actions of the Receiver;
 - 47.2. The Consolidation Application;
 - 47.3. Approving the 985842 Sale Process and providing corresponding directions to InvestPlus LP and InvestPlus REIT;
 - 47.4. Approving the Professional Fees for the period from January 1 to March 31, 2023, including an estimate to complete the administration of the receivership for 52 Wellness;
 - 47.5. Approving the allocation of the professional fees and disbursements of the Receiver and the McMillan to 52 Wellness;

47.6. Approving the Final 52 Wellness Distributions; and

47.7. Discharging the Receiver in respect of 52 Wellness.

48. The Receiver is supportive of the relief sought at the May 8 Hearing for the reasons set out herein.

All of which is respectfully submitted this 1st 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

SCHEDULES

SCHEDULE 1

**Faissal Mohammad Professional Corporation- In Receivership
Claims Register**

Secured

Creditor name	Description	Amount claimed	Also filed against DDC (Y/N)
Canada Revenue Agency	Deemed trust	\$ 23,574.26	N
CWB National Leasing Inc.	Secured	95,614.43	N
Mclvor Urban Developments Ltd	Secured/ constructive trust	2,393,700.00	N
Mohamad, Mahmoud	Secured/ constructive trust	11,259,539.00	Y
Royal Bank of Canada	Secured	3,352,426.96	Y
Total secured claims		<u>17,124,854.65</u>	

Unsecured

Creditor name	Description	Amount claimed	Also filed against DDC (Y/N)
8190879 Canada Inc.	Unsecured	20,317.50	N
Ackerman, Gordon	Unsecured	12,896.74	N
AlNouamani, Sami	Unsecured	6,000.00	Y
Mclvor Urban Developments Ltd.	Unsecured	6,300.00	N
Mohamad, Mahmoud	Unsecured	1,740,461.00	Y
Patterson Dental Canada Inc.	Unsecured	46,947.87	N
Royal Bank of Canada	Unsecured	60,000.00	Y
Sun Life Assurance Company of Canada	Unsecured	9,586.60	N
Total unsecured claims		<u>1,902,509.71</u>	

Total claims

\$ 19,027,364.36

Unique claims (not filed against DDC)

Secured	\$ 2,512,888.69
Unsecured	96,048.71
Total	<u>\$ 2,608,937.40</u>

**Delta Dental Corporation- in Receivership
Claim Summary**

Secured creditors

Creditor name	Description	Amount claimed	Also filed against FMPC (Y/N)
Mohamad, Mahmoud	Secured	\$11,259,539.00	Y
Royal Bank of Canada	Secured	3,352,426.96	Y
Total secured claims		14,611,965.96	

Unsecured creditors

Creditor name	Description	Amount claimed	Also filed against FMPC (Y/N)
Aardvark Stamp and Seal Inc.	Unsecured	74.24	N
AlNouamani, Sami	Unsecured	6,000.00	Y
Besyada, Vitaliy	Unsecured	504.00	N
Dstoliar-Rotband, Leonardo	Unsecured	1,962.66	N
Dstoliar-Rotband, Leonardo	Unsecured	8,117.34	N
Gregg Distributors LP	Unsecured	271.42	N
Lightning IT Ltd.	Unsecured	2,361.50	N
Mohamad, Mahmoud	Unsecured	1,740,461.00	Y
Omer, Ahmed	Unsecured	5,500.00	N
Pine Plaza IOA Pharmacy	Unsecured	29,858.43	N
Protec Dental Laboratories Inc.	Unsecured	119,950.39	N
Redl, Richard	Unsecured	250.00	N
Rehman, Paige	Unsecured	1,962.66	N
Rodriguez, Mica	Unsecured	175.00	N
Royal Bank of Canada	Unsecured	60,000.00	Y
Tamang, LaxmiLama	Unsecured	3,600.00	N
The Aurum Group	Unsecured	2,773.90	N

Total unsecured claims 1,983,822.54

Total claims \$ 1,985,785.20

Unique claims (not filed against FMPC)

Secured	\$ -
Unsecured	177,361.54
Total	<u><u>\$ 177,361.54</u></u>

SCHEDULE 2

Writer's Direct Line: 403-477-9661

Writer's Email: vanessa.allen@mnp.ca

May 9, 2023

To Whom it May Concern:

RE: 985842 Alberta Ltd. – in Receivership (the “Company”)/ Request for Letters of Intent

MNP Ltd. was appointed as Receiver and Manager (the “**Receiver**”) over all of the current and future assets, undertakings and property of the Company pursuant to an Order (the “**Receivership Order**”) granted by the Court of King’s Bench of Alberta (the “**Court**”) on September 29, 2022 (the “**Filing Date**”). A copy of the Receivership Order, copies of all other Orders granted by the Court and other publicly available documents in these proceedings can be found on the Receiver’s website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/fmpc>.

At the Filing Date, the Company held an investment (the “**Investment**”) consisting of limited partnership units (the “**LP Units**”) in InvestPlus Master LP (“**InvestPlus LP**”) and Class A units (the “**Class A Units**”) in InvestPlus Real Estate Investment Trust (“**InvestPlus REIT**”). The Investment was reflected 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 with respect to the Investment:

1. 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.
2. InvestPlus LP and InvestPlus REIT filed a statement of claim 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**”).
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, Dr. Faissal 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.

The following information has been provided to the Receiver by InvestPlus LP and InvestPlus REIT and will be made available to interested parties, who execute non-disclosure agreements, by way of an electronic data room:

1. Publicly available documents filed in the Litigation, including the Statement of Claim;
2. The original Offer to Purchase between the Company and InvestPlus REIT and the corresponding amending agreements;
3. The Assignment and Assumption of Leases referred to in the Statement of Claim and the corresponding leases;
4. Statements from InvestPlus REIT for the periods from April 1 to June 30, 2022, and from October 1 to December 31, 2022;
5. The Amended and Restated Limited Partnership Agreement for InvestPlus LP;
6. The Amended and Restated Declaration of Trust for InvestPlus REIT; and
7. A representation letter, redemption agreement, unit certificate and tax election form for the LP Units.

The Receiver has requested but has not yet been provided with financial statements for InvestPlus LP or Investplus REIT.

The Receiver is soliciting letters of intent (the “**LOIs**”) to purchase all of the Company’s right, title and interest in and to the LP Units, the Class A Units and/or any claims against InvestPlus LP or InvestPlus REIT in connection with the issuance of the LP Units and/or Class A Units to the Company. The Receiver notes that any sale will be done on an “as is, where is” and “without recourse” basis with no representations or warranties.

The Receiver requests that any LOIs in respect of the Investment be provided to the Receiver no later than **5:00 p.m. Mountain Time on June 9, 2023**, following which the Receiver will review the LOIs and seek to negotiate further with interested parties, as appropriate. 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.

Yours truly,

MNP Ltd., in its capacity as Receiver and Manager of
985842 Alberta Ltd. and not in its personal or corporate
Capacity

Vanessa Allen, CIRP, LIT
Senior Vice President

SCHEDULE 3

Faissal Mouhamad Professional Corporation ("FMPC") and Delta Dental Corp. ("DDC")
Interim Statement of Receipts and Disbursements
For the Period from August 23, 2022 to April 24, 2023

		Notes
Sale of assets	\$ 2,345,571	1
Accounts receivable	719,817	2
Cash held in financial institutions	90,177	3
Receiver's certificate	50,000	4
Miscellaneous receipts	315	
GST collected	250	
Total receipts:	3,206,130	
 Disbursements:		
Contractor fees	638,471	5
Receiver's fees and disbursements	248,080	6
Receiver's legal fees and disbursements	142,147	7
Operating expenses	99,856	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	32,188	
Utilities	8,127	
Property taxes	8,097	
Appraisals	6,495	
Interim Receiver's legal fees and disbursements	6,064	12
Insurance	4,034	
Miscellaneous expenses	3,740	
Patient refunds	2,919	
Total disbursements:	1,467,998	
 Net available cash:	\$ 1,738,132	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 March 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 March 31, 2023, as detailed on "Schedule 1" attached hereto.
8. Operating expenses include various dental supplies and patient labs.

**Faissal Mouhamad Professional Corporation ("FMPC") and Delta Dental
Corp. ("DDC")
Interim Statement of Receipts and Disbursements
For the Period from August 23, 2022 to April 24, 2023**

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
			\$ 248,080.10	\$ 12,404.01	\$ 260,484.11

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
			\$ 142,146.97	\$ 7,092.81	\$ 149,239.78

Total Professional Fees and Disbursements

\$ 390,227.07	\$ 19,496.81	\$ 409,723.88
----------------------	---------------------	----------------------

SCHEDULE 4

52 Dental Corporation ("52 Dental")
Interim Statement of Receipts and Disbursements
For the Period From August 23, 2022 to April 24, 2023

		Notes
Receipts:		
Sale of assets	\$ 822,714	1
Accounts receivable	267,197	2
Cash held in financial institutions	91,944	3
Miscellaneous receipts	10,061	
Total receipts:	1,191,916	
Disbursements:		
Contractor fees	226,985	4
Receiver's fees and disbursements	177,638	5
Payroll	71,334	6
Rent expense	62,187	7
Operating expenses	52,172	8
Receiver's legal fees and disbursements	44,931	9
Commission	32,000	10
Interim Receiver's fees and disbursements	31,756	11
GST Paid	18,872	
Insurance	6,467	
Interim Receiver's legal fees and disbursements	6,064	11
Appraisal fees	5,595	
Miscellaneous disbursements	2,934	
Patient refunds	771	
Total disbursements:	739,705	
Net available cash:	\$ 452,211	12
Less:		
Funds held in trust	417,000	13
Net funds available	\$ 35,211	

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 March 31, 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 April 24, 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 March 31, 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
			\$ 177,637.50	\$ 8,881.88	\$ 186,519.38

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
			\$ 44,931.07	\$ 2,241.47	\$ 47,172.54

Total Professional Fees and Disbursements

\$ 222,568.57 \$ 11,123.34 \$ 233,691.91

SCHEDULE 5

Michael Dave Management Ltd. ("MDML")
Receiver's Interim Statement of Receipts and Disbursements
For the Period From September 16, 2022 to April 24, 2023

		<u>Notes</u>
Receipts:		
Sale of assets	\$ 1,421,845	1
Rent collected	44,761	2
Miscellaneous receipts	7,673	3
Cash held in financial institutions	3,588	4
GST collected	2,238	
Total receipts:	1,480,104	
Disbursements:		
Receiver's fees and disbursements	122,569	5
Receiver's legal fees and disbursements	66,808	6
Commission	56,000	7
GST Paid	12,507	
Insurance	8,327	
Appraisal	5,000	
Miscellaneous disbursements	73	
Total disbursements:	271,284	
Net available cash:	\$ 1,208,820	

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 the professional fees and disbursements of the Receiver for the period ended March 31, 2023, as detailed on "Schedule 1" attached hereto.
6. Represents the professional fees and disbursements of the Receiver's legal counsel, McMillan LLP, for the period ended March 31, 2023, as detailed on "Schedule 1" attached hereto.
7. 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
			\$ 122,568.95	\$ 6,128.45	\$ 128,697.40

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
			\$ 66,808.04	\$ 3,328.90	\$ 70,136.94

Total Professional Fees and Disbursements

\$ 189,376.99 \$ 9,457.35 \$ 198,834.34

SCHEDULE 6

52 Wellness Centre Inc. ("52 Wellness")
Receiver's Interim Statement of Receipts and Disbursements
For the Period From September 16, 2022 to April 24, 2023

		<u>Notes</u>
Receipts:		
Sale of assets	\$ 1,912,687	1
Rent collected	105,299	2
GST collected	4,257	
Miscellaneous receipts	4,342	
Total receipts:	2,026,584	
 Disbursements:		
Distribution to secured creditor	1,625,000	3
Receiver's fees and disbursements	115,795	4
Receiver's legal fees and disbursements	61,936	5
Commission	58,050	6
Utilities	24,079	
GST paid	13,909	
Operating expenses	11,720	
Appraisal	4,000	
Repairs and maintenance	2,500	
Property management	2,160	
Miscellaneous disbursements	73	
Total disbursements:	1,919,221	
 Net available cash:	 \$ 107,363	

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 52 Wellness.

Notes - specific:

1. Represents the net sale proceeds from the sale of a building located at 3505 52 Street SE in Calgary, Alberta (the "52 Building"), which houses four commercial tenants. The Sale of the 52 Building was approved by the Court pursuant to an Order granted on January 11, 2023.

2. Represents rent paid to the Receiver by tenants of the 52 Building. Veranova Properties ("Veranova") was providing property management services for the 52 Building. Some tenants paid rent directly to Veranova, who remitted the net balance after payment of property taxes and operating expenses to the Receiver. Includes per-diem rent payable from 52 Dental, who occupies unit 100, for the post-receivership period, which was calculated based on an opinion on the market lease rate prepared by Newmark Knight Frank Canada Ltd.

3. Represents a distribution to The Bank of Nova Scotia, as approved pursuant to an Order granted by the Court on January 11, 2023.

4. Represents the professional fees and disbursements of the Receiver for the period ended March 31, 2023, as detailed on "Schedule 1" attached hereto.

5. Represents the professional fees and disbursements of the Receiver's legal counsel, McMillan LLP, for the period ended March 31, 2023, as detailed on "Schedule 1" attached hereto.

6. Represents the amount payable to NAI Commercial Real Estate Inc. for commission on the sale of the 52 Building.

**In the Matter of the Receivership of
52 Wellness Centre Inc.
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	\$ 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	15,115.32	755.77	15,871.09
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	19,196.26	959.81	20,156.07
April 14, 2023	10925377	For the period ended March 31, 2023	18,429.36	921.47	19,350.83
			\$ 115,794.68	\$ 5,789.73	\$ 121,584.41

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	7,083.44	354.17	7,437.61
December 12, 2022	3017443	For the period ended November 30, 2022	14,414.07	714.17	15,128.24
December 31, 2022	3017650	For the period ended December 31, 2022	9,178.36	458.31	9,636.67
February 16, 2023	3017826	For the period ended January 31, 2023	8,523.53	426.08	8,949.61
March 9, 2023	3017919	For the period ended February 28, 2023	11,395.72	568.41	11,964.12
April 12, 2023	3018059	For the period ended March 31, 2023	4,618.27	228.39	4,846.67
			\$ 61,935.72	\$ 3,085.52	\$ 65,021.23

Total Professional Fees and Disbursements

\$ 177,730.40	\$ 8,875.25	\$ 186,605.64
----------------------	--------------------	----------------------

SCHEDULE 7

985842 Alberta Ltd. ("985842")
Interim Statement of Receipts and Disbursements
For the Period From September 29, 2022 to April 24, 2023

		<u>Notes</u>
Receipts:		
Sale of assets	\$ 456,116	1
Rent	26,173	2
GST collected	1,309	
Miscellaneous receipts	255	
Total receipts:	483,853	
 Disbursements:		
Receiver's legal fees and disbursements	113,947	3
Receiver's fees and disbursements	65,881	4
Commission	23,000	5
Repairs and maintenance	7,616	
Insurance	6,906	
Appraisal	5,000	
Miscellaneous	620	
GST paid	10,879	
Total disbursements:	233,849	
 Net available cash:	 250,005	

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 March 31, 2023, as detailed on "Schedule 1" attached hereto.

4. Represents the professional fees and disbursements of the Receiver for the period ended March 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
			3,231.00	161.55	3,392.55
			\$ 65,881.36	\$ 3,294.07	\$ 69,175.43

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
			\$ 113,947.27	\$ 5,681.27	\$ 119,628.54

Total Professional Fees and Disbursements

\$ 179,828.63 \$ 8,975.34 \$ 188,803.97

SCHEDULE 8

**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 January 1, 2023 to March 31, 2023

MNP Ltd.

Invoice date	Invoice number	Description	FMPC & Delta Dental	52 Dental Corporation	52 Wellness Centre Inc.	MDML	985842	Subtotal	GST	Total
February 27, 2023	10808654	For the period ended January 31, 2023	\$ 32,565.08	\$ 23,260.77	\$ 18,608.62	\$ 18,608.62	\$ -	\$ 93,043.09	\$ 4,652.15	\$ 97,695.24
February 21, 2023	10792355	for the period ended January 31, 2023	-	-	-	-	23,907.34	23,907.34	1,195.37	25,102.71
March 13, 2023	10836437	For the period ended February 28, 2023	26,874.76	7,678.50	19,196.26	23,035.52	-	76,785.04	3,839.25	80,624.29
March 13, 2023	10836421	For the period ended February 28, 2023	-	-	-	-	15,807.02	15,807.02	790.35	16,597.37
April 14, 2023	10925377	For the period ended March 31, 2023	26,217.64	6,554.41	18,429.36	16,386.03	-	67,587.44	3,379.37	70,966.81
April 24, 2023	10961755	For the period ended March 31, 2023	-	-	-	-	3,231.00	3,231.00	161.55	3,392.55
		Estimate to complete administration	-	-	10,000.00	-	-	10,000.00	500.00	10,500.00
Subtotal - MNP Ltd.			85,657.48	37,493.68	66,234.24	58,030.17	42,945.36	290,360.93	14,518.05	304,878.98

McMillan LLP

Invoice date	Invoice number	Description	FMPC & Delta Dental	52 Dental Corporation	52 Wellness Centre Inc.	MDML	985842	Subtotal	GST	Total
February 16, 2023	3017826	For the period ended January 31, 2023	\$ 49,010.32	\$ 6,392.65	\$ 8,523.53	\$ 7,458.09	\$ 35,159.58	\$ 106,544.18	\$ 5,325.96	\$ 111,870.14
March 9, 2023	3017919	For the period ended February 28, 2023	26,590.01	10,446.08	11,395.72	13,295.00	33,237.51	94,964.32	4,736.72	99,701.04
April 12, 2023	3018059	For the period ended March 31, 2023	11,368.06	3,552.52	4,618.27	6,039.28	9,947.05	35,525.18	1,756.86	37,282.04
		Estimate to complete administration	-	-	10,000.00	-	-	10,000.00	500.00	10,500.00
Subtotal - McMillan LLP			86,968.39	20,391.24	34,537.53	26,792.38	78,344.14	247,033.68	12,319.54	259,353.22

Total Professional Fees and Disbursements	\$ 172,625.87	\$ 57,884.92	\$ 100,771.77	\$ 84,822.55	\$ 121,289.50	\$ 537,394.61	\$ 26,837.59	\$ 564,232.20
--	----------------------	---------------------	----------------------	---------------------	----------------------	----------------------	---------------------	----------------------

SCHEDULE 9

Summary of the Activities of the Receiver and Manager for 52 Wellness Centre Inc.

**All defined terms are as set out in the various reports of the Receiver and Manager.*

September & October 2022

- Preparing material for and attending required Court applications (contempt and sale process approval) – First Report, Second Report, First Confidential Report;
- Taking possession of the 52 Building, including securing the premises, communicating with tenants, arranging for property management services and setting up required supplier accounts;
- Issuing a request for proposals to list the 52 Building and the establishing an electronic data room related to same;
- Arranging for Newmark to complete an appraisal and an opinion on market lease rates for the 52 Building;
- Negotiating the NAI Agreement to market the 52 Building;
- Communicating with the property insurer to confirm adequate insurance coverage for the 52 Building;
- Communicating with Veranova Properties regarding the management of the 52 Building;
- Working with McMillan to complete reviews of the security held by BNS and G. Hadi;
- Preparing and issuing the required Notice and Statements of Receiver pursuant to subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*;
- Maintaining and updating the Receiver's Website; and
- Providing regular updates to RBC, BNS and their respective legal counsel and responding to various other creditor/ stakeholder inquiries.

November & December 2022

- Preparing material for and attending required Court applications (sale approval) – Third Report, and Second Confidential Report;
- Working with Newmark to complete the appraisal and the opinion on market lease rates for the 52 Building;
- Finalizing and executing the NAI Agreements to market the 52 Building and having ongoing communication with NAI regarding the corresponding marketing efforts;
- Negotiating and finalizing an Offer to Purchase for the 52 Building with the NDC Group;
- Communicating with the property insurer regarding ongoing insurance coverage;

- Corresponding with Veranova Properties regarding the provision of property management services for the 52 Building and communicating with the tenants of the 52 Building;
- Maintaining and updating the Receiver's Website; and
- Providing regular updates to RBC, BNS and their respective legal counsel and responding to various other creditor/ stakeholder inquiries.

January 2023

- Preparing material for and attending required Court applications (sale approval of DV unit, claims process) – Supplement to the Third Report, Fourth Report, Fifth Report and Third Confidential Report;
- Working with the NDC Group in preparation for completing the sale and the transition of the 52 Building to the NDC Group;
- Communicating with the insurer for the 52 Building with respect to an insurance claim related to a flooding incident at the 52 Building;
- Corresponding with Veranova Properties regarding the provision of property management services and the flooding incident at the 52 Building and communicating with the tenants of the 52 Building;
- Maintaining and updating the Receiver's Website; and
- Providing regular updates to RBC, BNS and their respective legal counsel and responding to various other creditor/ stakeholder inquiries.

February 2023

- Working with legal counsel and the NDC Group regarding various amendments to the Offer to Purchase for the 52 Building;
- Working with the NDC Group with respect to the planned transition of the operations of the 52 Building;
- Communicating with the insurer for the 52 Building with respect to an insurance claim related to a flooding incident at the 52 Building;
- Corresponding with Veranova Properties regarding the provision of property management services for the 52 Building and corresponding with United Digital Dental regarding the termination of their lease and the removal of assets from the 52 Building;
- Maintaining and updating the Receiver's Website; and

- Communicating with BNS and its legal counsel regarding the sale of the 52 Building and the administration of the receivership proceedings and responding to various other creditor and stakeholder inquiries.

March 2023

- Working with legal counsel and the NDC Group to complete the sale of the 52 Building;
- Working with the NDC Group to transition of the operations of the 52 Building;
- Communicating with the property insurer for the 52 Building with respect to an insurance claim related to a flooding incident at the 52 Building and the termination of coverage for the 52 Building;
- Corresponding with Veranova Properties regarding the transition of the 52 Building;
- Maintaining and updating the Receiver's Website;
- Communicating with BNS and its legal counsel regarding the sale of the 52 Building and the administration of the receivership proceedings and responding to various other creditor and stakeholder inquiries; and
- Issuing correspondence regarding a distribution to BNS.