

SUPERIOR COURT
(Commercial Division)

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO.: 500-11-062636-234

DATE: January 22, 2024

PRESIDING: THE HONOURABLE JUSTICE CHRISTIAN IMMER, S.C.J.

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

BRUNSWICK HEALTH GROUP INC.

BRUNSWICK MEDICAL CENTER INC.

DMSC REAL ESTATE INC.

THE CHILDREN'S CLINIC @ POINTE CLAIRE INC.

SANOMED SOLUTIONS INC.

BRUNSWICK MEDICAL CENTRE @ GLEN INC.

BRUNSWICK RESEARCH INC.

BRUNSWICK MINOR SURGERY CENTER INC.

BRUNSWICK ENDOSCOPY INC.

6892094 CANADA INC.

Debtors

and

BUSINESS DEVELOPMENT BANK OF CANADA

and

THE TORONTO DOMINION BANK

Applicants

and

C.S. ADJAMI INC.

NOI Trustee

and

RAYMOND CHABOT INC.

Monitor

AMENDED AND RESTATED TRANSITION ORDER

ON READING the Applicant's *Application to Continue Proceedings Commenced under the Bankruptcy and Insolvency Act and for a Transition Order under the Companies' Creditors Arrangement Act* R.S.C. 1985, c. C-36 (the "**Application**") in respect of Brunswick Health Group Inc. ("**Brunswick Health Group**"), Brunswick Medical Center Inc. ("**BMC**"), DMSC Real Estate Inc. ("**DMSC**"), The Children's Clinic @ Pointe-Claire Inc. ("**TCC Pointe-Claire**"), SanoMed Solutions Inc. ("**SanoMed**"), Brunswick Medical Centre @ Glen Inc. ("**BMC Glen**"), Brunswick Research Inc. ("**Brunswick Research**"), Brunswick Minor Surgery Center Inc. ("**Brunswick Minor Surgery**"), Brunswick Endoscopy Inc. ("**Brunswick Endoscopy**") and 6892094 Canada Inc. ("**689 Canada**" and collectively the "**Debtors**"), the affidavit and the exhibits in support thereof, and of the Proposed Monitor's Report prepared by Raymond Chabot Inc. ("**RCI**");

CONSIDERING that a transition order was rendered on January 12, 2024 (the "**Transition Order**"), providing, *inter alia*, that all proceedings against the Debtors and their assets (including claims in respect thereof) be stayed until January 22, 2024 and appointing RCI as Monitor;

SEEING the service of the Application upon the Debtors, the NOI Trustee and the parties listed in the Notice of presentation of the Application;

CONSIDERING RCI's First Report, dated January, 19, 2024;

CONSIDERING, upon hearing the representations of counsel for Applicants and counsel for the Monitor, the following;

- a. That this is a creditor led CCAA, namely by the Toronto Dominion Bank and the Business Development Bank of Canada (the "*Secured Lenders*");
- b. That the reasons for granting the stay set out in the Transition Order prevail, including the fact that the transaction authorized by the *NOI* Court may yet still close;

- c. That other avenues are also being pursued in parallel to this transaction and that the particular circumstances of the file require that the Monitor benefit of sufficient flexibility to pursue them, always under reserve of the closing of the transaction already authorized by the *NOI* Court, or one similar thereto;
- d. That there is a potential of litigation whereby the Debtors would need to institute proceedings against either or all of the following categories: (i) the lessees for failure to execute their obligations (ii) to compel the liability insurer to extend liability insurance coverage and (iii) various claims relating to the potential failure to conclude the *NOI* Court authorized transaction;
- e. That it is appropriate in the circumstances that the Monitor be provided enhanced powers to institute these legal actions in the name of the Debtors without further authority of the Court, and that it be allowed to petition the Court, in the name of the Debtors for any other relief;
- f. Paragraph 23(1)k) CCAA;
- g. That it is therefore appropriate in the circumstances that the Court grant the additional powers set out in paragraph 40 as set out in the conclusions below;
- h. That the Applicants are seeking a \$250,000 prior charge for the professional fees and disbursements incurred both before and after the making of this Order and directly related to these proceedings by their legal counsel;
- i. That approximately 190,000\$ has already been billed to date and at least partly paid by the Secured Lenders in this regard since December 14, 2023;
- j. That, but for Applicants' Application, the Debtors would have filed the Application and these fees would have been part of the CCAA Administrative Charge;
- k. That there is no unwarranted duplication of services by the Applicants' and Monitor's legal counsel;
- l. Paragraph 11.52(1)c) of the CCAA;
- m. That the Monitor supports all the requests;
- n. That the petition is not contested;

GIVEN the provisions of the CCAA;

WHEREFORE, THE COURT:

1. **GRANTS** the Application.
2. **ISSUES** an order pursuant to the CCAA (the "**Order**"), divided under the following headings:
 - A. Service
 - B. Application of the CCAA and Administrative Consolidation

- C. Effective Time
- D. Plan of Arrangement
- E. Stay of Proceedings against the Debtors and the Property
- F. Stay of Proceedings against the Directors and Officers
- G. Possession of Property and Operations
- H. No Exercise of Rights or Remedies;
- I. No Interference with Rights
- J. Continuation of Services
- K. Non-Derogation of Rights
- L. Interim Financing and Interim Financing Charge
- M. Restructuring
- N. Powers of the Monitor
- O. Continuance and Restatement of the NOI Financial Advisor Charge and the NOI Administration Charge
- P. Representative Counsel and Representative Counsel Charge
- Q. Priorities and General Provisions Relating to CCAA Charges and BIA Charges
- R. Termination of NOI Proceedings and Interim Receivership
- S. Hearing Scheduling and Details
- T. General

A. Service

- 3. **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with further service thereof.
- 4. **DECLARES** that sufficient prior notice of the presentation of this Application has been given by the Applicants to interested parties, including to the Debtors.

B. Application of the CCAA and Administrative Consolidation

- 5. **DECLARES** that each of the Debtors is a debtor company to which the CCAA applies.

6. **ORDERS** the consolidation of these CCAA Proceedings (as defined below) under one single Court file, in file number 500-11-062636-234.
7. **ORDERS** that all existing and future proceedings, filings, and other matters (including, without limitation, all applications, reports and cash flows) in the CCAA proceedings (the "**CCAA Proceedings**") henceforth be filed by the Applicants or any other stakeholder, as applicable, under file number 500-11-062636-234.
8. **DECLARES** that the consolidation of these CCAA Proceedings in respect of the Debtors, or any other party to these CCAA Proceedings, shall be for administrative purposes only and shall not affect a consolidation of the assets and property or of the debts and obligations of each of the Debtors including, without limitation, for the purposes of any plan of compromise or arrangement (a "**Plan**") that may be hereafter proposed.

C. Effective Time

9. **DECLARES** that this Order and all of its provisions are effective as of 12:01 a.m. Montreal time, province of Quebec, on January 22, 2024 (the "**Effective Time**").

D. Plan of Arrangement

10. **DECLARES** that the Debtors shall, in consultation with the Monitor and the Applicants, have the sole authority to file with this Court and to submit to the Debtors' creditors one or more Plans in accordance with the CCAA.

E. Stay of Proceedings Against the Debtors and the Property

11. **ORDERS** that, until and including March 22, 2024 (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") including but not limited to seizures, right to distrain, executions, writs or seizures or execution, any and all actions, applications, arbitration, proceedings and other lawsuits existing at the time of this Order in which any of the Debtors is a defendant, party or respondent (either individually or with other Persons (as defined herein below)) shall be commenced or continued against or in respect of the Debtors, or affecting the Debtors' business operations and activities (the "**Business**") or the Property (as defined herein below), including as provided in paragraph 15 hereinbelow except with leave of this Court. Any and all Proceedings currently under way against or in respect of the Debtors or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to subsection 11.1 CCAA.
12. **ORDERS** that the rights of His Majesty in right of Canada and His Majesty in right of a Province are suspended in accordance with the terms and conditions of Subsection 11.09 CCAA.

13. **ORDERS** that pursuant to subsection 11.1(3) CCAA, subsection 11.1(2) CCAA does not apply in respect of any Proceeding taken or that may be taken by the Ministre du Revenu (“**MRQ**”) pursuant to the Money-Services Businesses Act, RLRQ. C. E-12.000001. against or in respect of the Debtors.

F. Stay of Proceedings Against the Directors and Officers

14. **ORDERS** that during the Stay Period and except as permitted under subsection 11.03(2) of the CCAA, no Proceeding may be commenced, or continued against any former, present or future director or officer of the Debtors nor against any person deemed to be a director or an officer of the Debtors under subsection 11.03(3) CCAA (each, a “**Director**”, and collectively the “**Directors**”) in respect of any claim against such Director which arose prior to the Effective Time and which relates to any obligation of the Debtors where it is alleged that any of the Directors is under any law liable in such capacity for the payment of such obligation.

G. Possession of Property and Operations

15. **ORDERS**, under reserve of the rights and powers granted to the Monitor under the present Order, that each of the Debtors shall remain in possession and control of its present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (collectively the “**Property**”), the whole in accordance with the terms and conditions of this Order.
16. **ORDERS** that each of the Debtors are authorized, with the approval of the Monitor, to complete outstanding transactions and engage in new transactions with other Debtors, and to continue, on and after the date of this Order, to buy and sell goods and services, and allocate, collect and pay costs, expenses and other amounts from and to the other Debtors, or any of them (collectively, the “**Intercompany Transactions**”) in the ordinary course of business. All ordinary course Intercompany Transactions among the Debtors shall continue on terms consistent with existing arrangements or past practice, subject to such changes thereto such as the prior approval of the Monitor, or to such governing principles, policies or procedures as the Monitor may require, or subject to further Order of this Court.
17. **ORDERS** that the Debtors shall be entitled but not required, with the approval of the Monitor, to pay the following expenses whether incurred prior to or after this Order:
- (a) all outstanding and future wages, salaries, bonuses, expenses, benefits and vacation pay payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
 - (b) the fees and disbursements of any agent or counsel retained or employed by the Debtors and the Applicants in respect of these proceedings, at their standard rates and charges; and
 - (c) the amounts due for goods and services rendered to any of the Debtors prior to July 14, 2023 by third party suppliers up to an aggregate amount of \$50,000 if, in

the opinion of the Monitor, the supplier is essential to the restructuring contemplated as part of the CCAA proceedings.

18. **ORDERS** that, except as otherwise provided to the contrary herein and under reserve of the terms and conditions contained in the Interim Financing Term Sheet (as defined below), the Monitor shall be entitled but not required to pay all reasonable expenses incurred by the Debtors in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business; and
 - (b) payment for goods or services actually supplied to the Debtors following the date of this Order.
19. **ORDERS** that the Debtors shall be authorized to remit, with the Approval of the Monitor and in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes, or, in the case of foreign Debtors any similar amounts payable pursuant to applicable local law; and
 - (b) all goods and services, harmonized sales or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Debtors and in connection with the sale of goods and services by the Debtors, or, in the case of foreign Debtors, any similar amounts payable pursuant to applicable local law, but only where such Sales Taxes are accrued or collected after the date of this Order.

H. No Exercise of Rights or Remedies:

20. **ORDERS** that during the Stay Period, and subject to subsection 11.1 CCAA all rights and remedies of any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Debtors, or affecting the Business, the Property or any part thereof, are hereby stayed and suspended except with leave of this Court.
21. **DECLARES** that, to the extent any rights, obligations, or prescription, time or limitation periods, including, without limitation, to file grievances, relating to the Debtors or any of the Property or the Business may expire (other than pursuant to the terms of any contracts, agreements or arrangements of any nature whatsoever), the term of such rights, obligations, or prescription, time or limitation periods shall hereby be deemed to be extended by a period equal to the Stay Period. Without limitation to the foregoing, in the event that the Debtors become bankrupt or a receiver as defined in subsection 243(2) of the BIA is appointed in respect of the Debtors, the period between the date of the Order and the day on which the Stay Period ends shall not be calculated in respect of the Debtors

in determining the 30 day period referred to in Section 81.1 of the BIA or the 15 day period referred to in Section 81.2 of the BIA.

I. No Interference with Rights

22. **ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, suspend, repudiate, resiliate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors, the Applicants, the Interim Lender (as defined hereinafter) and the Monitor, or with leave of this Court.

J. Continuation of Services

23. **ORDERS** that during the Stay Period and subject to paragraph 25 hereof and subsection 11.01 CCAA, all Persons having verbal or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or services made available to the Debtors, are hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Debtors, and that the Debtors shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, domain names or other services, provided in each case that the normal prices or charges for all such goods or services received after the date of the Order are paid by the Debtors, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Debtors, with the consent of the Monitor, or as may be ordered by this Court.
24. **ORDERS** that, notwithstanding anything else contained herein and subject to subsection 11.01 CCAA, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the Debtors on or after the date of this Order, nor shall any Person be under any obligation on or after the date of the Order to make further advance of money or otherwise extend any credit to the Debtors.
25. **ORDERS** that, without limiting the generality of the foregoing and subject to Section 21 of the CCAA and paragraph 18 of this Order, if applicable, cash or cash equivalents placed on deposit by the Debtors with any Person during the Stay Period, whether in an operating account or otherwise for themselves or for another entity, shall not be applied by such Person in reduction or repayment of amounts owing to such Person as of the date of the Order or due on or before the expiry of the Stay Period or in satisfaction of any interest or charges accruing in respect thereof; however, this provision shall not prevent any financial institution from: (i) reimbursing themselves for the amount of any cheques drawn by Debtors and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into the Debtors' account until those cheques or other instruments have been honoured by the financial institution on which they have been drawn.

K. Non-Derogation of Rights

26. **ORDERS** that, notwithstanding the foregoing, any Person who provided any kind of letter of credit, guarantee or bond (the "**Issuing Party**") at the request of the Debtors shall be required to continue honouring any and all such letters, guarantees and bonds, issued on or before the date of the Order, provided that all conditions under such letters, guarantees and bonds are met save and except for defaults resulting from this Order; however, the Issuing Party shall be entitled, where applicable, to retain the bills of lading or shipping or other documents relating thereto until paid.

L. Interim Financing and Interim Financing Charge

27. **ORDERS** that the Debtors are hereby authorized to execute and deliver the Amended and Restated Interim Financing Term Sheet, Exhibit R-55 (the "**ARIF Term Sheet**").
28. **ORDERS** that the Debtors are authorized to borrow from the Applicants (together the "**Interim Lenders**") such amounts from time to time as it may consider necessary or desirable, up to a maximum principal amount of \$1,000,000 outstanding at any time, and to repay the borrowed amounts to the Interim Lenders as well as pay to them any obligation or fee owed under the terms and conditions set forth in the ARIF Term Sheet, Exhibit R-55 and in the Interim Financing Documents (as defined hereinafter), to fund the ongoing expenditures of the Debtors and to pay such other amounts as are permitted by the terms of this Order and the Interim Financing Documents (as defined hereinafter) (the "**Interim Facility**").
29. **ORDERS** that the Debtors are hereby authorized to execute and deliver, such other credit agreements, security documents and other definitive documents (collectively the "**CCAA Interim Financing Documents**" and, together with the Interim Financing Documents, as such term were defined in the Order of this Honourable Court dated August 17, 2023 "**NOI Interim Financing Documents**"), the "**Interim Financing Documents**") may be required by the Interim Lenders in connection with the Interim Facility and the ARIF Term Sheet, and the Debtors are authorized to perform all of their obligations under the Interim Financing Documents.
30. **ORDERS and DECLARES**, for greater clarity that all of the Debtors' present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof and all bank accounts (collectively, the "**Property**") is subject to a charge, hypothec and security for an aggregate amount of \$1,250,000 (the "**Interim Lenders Charge**") in favour of the Interim Lenders as security for all obligations of the Debtors and/or the Monitor to the Interim Lenders with respect to all amounts owing (including principal, interest and the Interim Lenders Expenses) under or in connection with the ARIF Term Sheet and the Interim Financing Documents, in priority to all other encumbrances, including over the claims of the federal and provincial governments subject to a deemed trust. The Interim Lenders Charge shall have the priority established by paragraph 57 of this Order.
31. **ORDERS** that the claims of the Applicants, in any capacity, shall not be compromised or arranged pursuant to a plan of arrangement or these CCAA Proceedings and the Applicants shall be treated as unaffected creditors in these CCAA Proceedings and in any plan of arrangement.

32. **ORDERS** that the Interim Lenders may:
1. notwithstanding any other provision of this Order, take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the Interim Lenders Charge and the Interim Financing Documents in all jurisdictions where it deems it is appropriate; and
 2. notwithstanding the terms of the paragraph to follow, refuse to make any advance to the Debtors if they fail to meet the provisions of the ARIF Term Sheet and the Interim Financing Documents.
33. **ORDERS** that the Interim Lenders shall not take any enforcement steps under the Interim Financing Documents or the Interim Lenders Charge without providing at least five (5) business days written notice (the "**Notice Period**") of a default thereunder to the Debtors and to the Monitor, its legal counsel and to creditors whose rights are registered or published at the appropriate registers or requesting a copy of such notice. Upon expiry of such Notice Period, the Interim Lenders shall be entitled to take any and all steps under the Interim Financing Documents and the Interim Lenders Charge and otherwise permitted at law, but without having to send any demands under Section 244 of the BIA.
34. **ORDERS** that, subject to further order of this Court, no order shall be made varying, rescinding, or otherwise affecting paragraphs 28 to 35 hereof unless either (a) notice of a motion for such order is served on the Interim Lender by the moving party within seven (7) days after that party was served with the order or (b) the Interim Lender applies for or consents to such order.

M. Restructuring

35. **DECLARES** that, to facilitate the orderly restructuring of their business and financial affairs (the "**Restructuring**") but subject to such requirements as are imposed by the CCAA, the Debtors, in consultation with the Applicants and with the consent of the Monitor, shall have the right to:
- (a) permanently or temporarily cease, downsize or shut down any of the operations or locations of the Debtors, as they deem appropriate and make provision for the consequences thereof in the Plan;
 - (b) pursue all avenues, to finance or refinance, market, convey, transfer, assign or in any other manner dispose of the Business or Property, in whole or part, subject to further order of the Court and sections 11.3 and 36 CCAA, and under reserve of subparagraph (c);
 - (c) convey, transfer, assign, lease, or in any other manner dispose of the Property, outside of the ordinary course of business, in whole or in part, provided that the price in each case does not exceed \$50,000 each or \$250,000 in the aggregate;
 - (d) terminate the employment of the employees of the Debtors or temporarily or permanently lay off the employees of the Debtors as they deem appropriate, and, to the extent that any amounts in lieu of notice, termination, or severance pay or other amounts in respect thereof are not paid in the ordinary course, make

provision, on such terms as may be agreed upon between the Debtors and such employees or, failing such an agreement, make provision to deal with, any consequences thereof in the Plan, as the Debtors may determine;

- (e) subject to the provisions of section 32 CCAA, disclaim or resiliate any of the agreements, contracts or arrangements of the Debtors of any nature whatsoever, with such disclaimers or resiliations to be on such terms as may be agreed between the Debtors and the relevant party or, failing such an agreement, to make provision for the consequences thereof in the Plan; and
 - (f) subject to section 11.3 CCAA, assign any rights or obligations of Debtors.
36. **DECLARES** that, if a notice of disclaimer or resiliation is given to a landlord of the Debtors pursuant to section 32 of the CCAA and subsection 35(e) of this Order, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours by giving the Debtors and the Monitor 24 hours' prior written notice and (b) at the effective time of the disclaimer or resiliation, the landlord shall be entitled to take possession of any such leased premises and re-lease any such leased premises to third parties on such terms as the landlord may determine, without waiver of, or prejudice to, any claims or rights of the landlord against the Debtors, provided nothing herein shall relieve a landlord of its obligation to mitigate any damages claimed in connection therewith.
37. **ORDERS** that the Debtors, as applicable, shall provide to any relevant landlord notice of the Debtors' intention to remove any fittings, fixtures, installations or leasehold improvements at least seven (7) days in advance. If the Debtors have already vacated the leased premises, they shall not be considered to be in occupation of such location pending the resolution of any dispute between the Debtors and the landlord.
38. **DECLARES** that, in order to facilitate the Restructuring, the Debtors may, subject to further order of the Court, settle claims of customers and suppliers that are in dispute.
39. **DECLARES** that, pursuant to sub-paragraph 7(3)(c) of the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5, and equivalent provisions of the Act Respecting the Protection of Personal Information in the Private Sector, R.S.Q. c. P-39.1, the Debtors are permitted, in the course of these proceedings, to disclose personal information of identifiable individuals in their possession or control to stakeholders or prospective investors, financiers, buyers, or strategic partners and to their advisers (individually, a "**Third Party**"), but only to the extent desirable or required to negotiate and complete the Restructuring or the preparation and implementation of the Plan or a transaction for that purpose, provided that the Persons to whom such personal information is disclosed enter into confidentiality agreements with the Debtors binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary to complete the transaction or Restructuring then under negotiation. Upon the completion of the use of personal information for the limited purpose set out herein, the personal information shall be returned to the Debtors or destroyed. In the event that a Third Party acquires personal information as part of the Restructuring or the preparation or implementation of the Plan or a transaction in furtherance thereof, such Third Party may continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Debtors.

N. Powers of the Monitor

40. **ORDERS** that Raymond Chabot inc., a licensed insolvency trustee, is hereby appointed to monitor the business and financial affairs of the Debtors as an officer of this Court (the "**Monitor**") and that the Monitor, in addition to the prescribed powers and obligations, referred to in section 23 of the CCAA:
- (a) shall, as soon as practicable, (i) publish once a week for two consecutive weeks or as otherwise directed by the Court, in La Presse + and the Globe and Mail National Edition and (ii) within five (5) business days after the date of this Order, (A) post on the Monitor's website (the "**Website**"), a notice containing the information prescribed under the CCAA, (B) make this Order publicly available in the manner prescribed under the CCAA, (C) send, in the prescribed manner, a notice to all known creditors having a claim against the Debtors of more than \$1,000, advising them that the Order is publicly available, and (D) prepare a list showing the names and addresses of such creditors and the estimated amounts of their respective claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder;
 - (b) shall deal with the Debtors' creditors and other interested Persons during the Stay Period;
 - (c) shall prepare the Debtors' cash-flow projections and any other projections or reports and the development, negotiation and implementation of the Plan, the whole in consultation with the Debtors;
 - (d) shall review the Debtors' business and assess opportunities for cost reduction, revenue enhancement, and operating efficiencies;
 - (e) shall take the required measures in order to receive from the NOI Trustee (as defined in the Application) and the Debtors the control and access to the various bank accounts of the Debtors, wherever they may be;
 - (f) shall report to the Court on the state of the business and financial affairs of the Debtors or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order;
 - (g) shall report to this Court and interested parties, including but not limited to creditors affected by the Plan, with respect to the Monitor's assessment of, and recommendations with respect to, the Plan, if applicable;
 - (h) may retain and employ such agents, advisers and other assistants as are reasonably necessary for the purpose of carrying out the terms of the Order, including, without limitation, one or more entities related to or affiliated with the Monitor;
 - (i) may engage legal counsel to the extent the Monitor considers necessary in connection with the exercise of its powers or the discharge of its obligations in

these proceedings and any related proceeding, under the Order or under the CCAA;

- (j) may hold and administer funds in connection with arrangements made among the Debtors, any counterparties and the Monitor, or by Order of the Court;
- (k) execute such documents as may be necessary in connection with any proceedings before, or order of, the Court;
- (l) shall be authorized to market or solicit one or several potential buyers of all or any part of the Property, including, without limitation, the right to carry out a public call for tenders or private solicitations in order to dispose of the Property;
- (m) negotiate and enter into agreements with respect to the Property;
- (n)
 - (i) respond to applications and motions in, and continue the prosecution of any and all proceedings on behalf of or involving one or more of the Debtors (including the within proceedings) and settle or compromise any proceedings or claims by and against one or more of the Debtors, provided that the amount of such settlement does not exceed \$100,000, or with authorization from the Court;
 - (ii) initiate and prosecute applications and motions on behalf of or involving one or more of the Debtors as it relates to:
 - a) the failure to consummate the Amended and restated share purchase agreement dated November 27, 2023, as approved by the Court;
 - b) the Debtor's liability insurance; and
 - c) any claim of DMSC in connection with any leases for premises leased in the Pointe-Clair Property by any persons other than the Debtors.
 - (iii) seek any relief under the CCAA, in connection with the within proceedings, for and on behalf of any of the Debtors; and

The authority hereby conveyed shall extend to such appeals or application and motions for judicial review in respect of any order or judgment pronounced in any such proceedings;

- (o) subject to the provisions of subparagraph 40 (n) of this Order, seek this Court's authorization to initiate and prosecute any applications or motions against any third party, for and on behalf of any of the Debtors;
- (p) apply to the Court for any vesting order or any other order which may be necessary or appropriate in order to convey the Property to a purchaser or purchasers thereof;
- (q) may perform such other duties as are required by the Order or the CCAA or by this Court from time to time; and

- (r) may act as “foreign representative” of the Debtors or in any other similar capacity in any insolvency, bankruptcy or reorganization proceedings outside of Canada.
41. **ORDERS** that the Monitor shall be authorized and empowered, but not required, to operate and control, on behalf of the Debtors, all of the Debtors’ existing accounts at any financial institution (each an “**Account**” and collectively the “**Accounts**”) in such manner as the Monitor, in its sole discretion, deems necessary or appropriate, including, without limitation, to:
- (a) exercise control over the funds credited to or deposited in the Accounts;
 - (b) controlling the Debtors’ receipts and disbursements whether through copies of bank records or access to the electronic platform to visualize the activities in the accounts, wherever they may be;
 - (c) effect any disbursement from the Accounts permitted by the Initial Order or any other Order granted in these proceedings;
42. **ORDERS** that, notwithstanding the provisions of section 41 (a) hereof, the Monitor shall be entitled to continue to utilize all of the Debtors’ existing bank accounts, subject to the execution by the Monitor of new signing authority documents as relates to such bank accounts.
43. **ORDERS** that no provision of this Order is intended to appoint the Monitor as an officer, director or employee of any of the Debtors or to create a fiduciary duty to any party including, without limitation, any creditor or shareholder of the Debtors and **ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, or receiver and manager of any of the Debtors and any distribution made to creditors of the Debtors will be deemed to have been made by the Debtors.
44. **ORDERS** that the Debtors and their Directors, officers, employees and agents, accountants, auditors and all other Persons having notice of the Order shall forthwith provide the Monitor with unrestricted access to all of the Business and Property, including, without limitation, the premises, books, records, data, including data in electronic form, and all other documents of the Debtors in connection with the Monitor’s duties and responsibilities hereunder.
45. **DECLARES** that the Monitor may provide creditors and other relevant stakeholders of the Debtors with information in response to requests made by them in writing addressed to the Monitor and copied to the Monitor’s counsel. In the case of information that the Monitor has been advised by the Debtors is confidential, proprietary or competitive, the Monitor shall not provide such information to any Person without the consent of the Debtors, unless otherwise directed by this Court.
46. **DECLARES** that no action or other proceedings shall be commenced against the Monitor relating to its appointment, its conduct as Monitor, or the carrying out the provisions of any order of this Court, except with prior leave of this Court, on at least ten days notice to the Monitor and its counsel. The entities related to or affiliated with the Monitor referred to in subparagraph 40(h) hereof shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.

47. **DECLARES** that the Monitor, the Monitor's legal counsel (McCarthy Tétrault LLP) as security for the professional fees and disbursements incurred before or after the making of this Order and directly related to these proceedings, the Plan, and the Restructuring, be entitled to the benefit of and are hereby granted a charge and security in the Property of the Debtors to the extent of the aggregate amount of \$350,000, in priority to all other encumbrances, including over the claims of the federal and provincial governments subject to a deemed trust (the "**CCAA Administration Charge**"), having the priority established by paragraph 57 of this Order.
48. **DECLARES** that the Applicant's legal counsel (Borden Ladner Gervais LLP and Kaufman Lawyers LLP) as security for the professional fees and disbursements incurred both before and after the making of this Order and directly related to these proceedings, the Plan, and the Restructuring, be entitled to the benefit of and are hereby granted a charge and security in the Property of the Debtors to the extent of the aggregate amount of \$250,000, in priority to all other encumbrances, including over the claims of the federal and provincial governments subject to a deemed trust (the "**Applicants' Counsel's Charge**"), having the priority established by paragraph 57 hereof.
- O. **Continuance and Restatement of the NOI Financial Advisor Charge and the NOI Administration Charge**
49. **ORDERS and DECLARES**, for greater clarity, that the Financial Advisor Charge created pursuant to the Order of this Court dated August 17, 2023, as amended pursuant to the Order of this Court dated November 28, 2023, in the amount of \$350,000 is continued and restated under these CCAA Proceedings, in priority to all other encumbrances, including over the claims of the federal and provincial governments subject to a deemed trust (the "**Financial Advisor Charge**"), having the priority established by paragraph 57 of this Order.
50. **ORDERS and DECLARES**, for greater clarity that the NOI Admin. Charge created pursuant to the Order of this Court dated August 17, 2023, as amended pursuant to the Order of this Court dated November 1st, 2023, in the amount of \$200,000 is continued and restated under these CCAA Proceedings, in priority to all other encumbrances, including over the claims of the federal and provincial governments subject to a deemed trust (the "**NOI Admin. Charge**"), having the priority established by paragraph 57 of this Order.
51. **ORDERS** that notwithstanding (i) the terms of paragraph 50 hereof, (ii) the terms of paragraph 32 of the Order of this Court dated August 17, 2023 and (iii) the terms of paragraph 14 of the Order of this Court dated November 1st, 2023, the only reasonable professional fees and disbursements of the NOI Trustee and the Interim Receiver (as such terms are defined in the Order of this Court dated August 17, 2023) namely C.S. Adjami inc., and of the Debtors counsel, namely McCarthy Tétrault L.L.P. (collectively, the "**NOI Fees & Expenses**") that remain covered by the NOI Admin. Charge as of the Effective Time of this Order shall be the NOI Fees & Expenses covered by the NOI Admin. Charge and incurred up to and including January 11, 2024 and only up to the amount thereof, and for greater certainty, that no NOI Fees & Expenses incurred after January 11, 2024 will be covered by the NOI Admin. Charge.

P. Representative Counsel and Representative Counsel Charge

52. **ORDERS** that Stein & Stein Inc. is hereby appointed as representative counsel (the "**Representative Counsel**") in these CCAA Proceedings to represent the interest of the physicians affiliated to the Debtors' clinics (the "**Physicians**") from the date of this Order until the sale of the Clinics, as such term is defined in the Application.
53. **AUTHORIZES** the Representative Counsel to act in the name of the Physicians, namely in the context of these CCAA Proceedings, the exchanges with the Applicants and their respective counsel, the Monitor and its legal counsel or any other stakeholder.
54. **ORDERS** that Debtors shall pay the reasonable and documented fees and disbursements of the Representative Counsel incurred after the date of this Order up to a maximum amount of \$35,000.
55. **ORDERS** that the Representative Counsel shall, to the extent possible and allowed pursuant to the Code of Professional Conduct of Lawyers, work in collaboration with the Monitor in the execution of its mandate.
56. **ORDERS** that the Representative Counsel (Stein & Stein Inc.), as security for the professional fees and disbursements incurred after the making of this Order and payable by the Debtors in accordance with paragraph 53 hereof, be entitled to the benefit of and is hereby granted a charge, hypothec and security in the Property to the extent of the aggregate amount of \$35,000 in priority to all other encumbrances, including over the claims of the federal and provincial governments subject to a deemed trust (the "**Rep. Counsel Charge**"), having the priority established by paragraph 57 of this Order.

Q. Priorities and General Provisions Relating to CCAA Charges and BIA Charges

57. **DECLARES** that the priorities of the Interim Lenders Charge, the NOI Admin. Charge, the Rep. Counsel Charge, the Financial Advisor Charge, the CCAA Administration Charge and the Applicant's Counsel's Charge (collectively, the "**CCAA Charges**"), as between them with respect to any Property to which they apply, shall be as follows:
1. The \$1,250,000 Interim Lenders Charge;
 2. The \$200,000 NOI Admin. Charge;
 3. The \$35,000 Rep. Counsel Charge;
 4. The \$350,000 Financial Advisor Charge;
 5. The \$300,000 CCAA Administration Charge; and, lastly,
 6. The \$250,000 Applicant's Counsel's Charge.
58. **DECLARES** that each of the CCAA Charges shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind, including over the claims of the federal and provincial

governments subject to a deemed trust (collectively, the “**Encumbrances**”) affecting the Property charged by such Encumbrances.

59. **ORDERS** that, except as otherwise expressly provided for herein, the Monitor shall not grant any Encumbrances in or against any Property that rank in priority to, or *pari passu* with, any of the CCAA Charges, unless the Monitor obtains the prior written consent of the Applicants, and the prior approval of the Court.
60. **DECLARES** that each of the CCAA Charges shall attach, as of the Effective Time, to all present and future Property of the Debtors, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.
61. **DECLARES** that the CCAA Charges and the rights and remedies of the beneficiaries of such Charges, as applicable, shall be valid and enforceable and shall not otherwise be limited or impaired in any way by: (i) these proceedings and the declaration of insolvency made herein; (ii) any application for a bankruptcy order filed pursuant to the BIA in respect of the Debtors or any bankruptcy order made pursuant to any such application or any assignment in bankruptcy made or deemed to be made in respect of the Debtors; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt, or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds the Debtors (a “**Third Party Agreement**”), and notwithstanding any provision to the contrary in any Third Party Agreement:
 - (a) the creation of any of the CCAA Charges shall not create or be deemed to constitute a breach by the Debtors of any Third Party Agreement to which it is a party; and
 - (b) any of the beneficiaries of the CCAA Charges shall not have liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges.
62. **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any application for a bankruptcy order filed pursuant to the BIA in respect of the Debtors and any bankruptcy order allowing such application or any assignment in bankruptcy made or deemed to be made in respect of the Debtors, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Debtors pursuant to the Order and the granting of the CCAA Charges, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances, transfers at undervalue or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.
63. **DECLARES** that the CCAA Charges shall be valid and enforceable as against all Property of the Debtors and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Debtors, for all purposes.

R. Termination of NOI Proceedings and Interim Receivership

64. **ORDERS** the transfer of the control, and, when applicable, of the possession, of the Property under the control or in the possession of the Interim Receiver appointed by order of this Court on August 17, 2023 (the “**Interim Receiver**”) and, without limiting the foregoing, **ORDERS** that the Interim Receiver give to the Monitor without delay all access to the Property of the Debtors that he may possess, as well as the possession of all books, records and data, whatever support they may be on, and all monies in possession of the Interim Receiver for and in the name of the Debtors and access to any bank account of the Debtors.
65. **ORDERS and DECLARES** that the mandate of the NOI Trustee, granted in the NOI Proceedings (as defined in the Application) in respect of the Debtors and the functions and role of the NOI Trustee in respect of the Debtors are ended as of the Effective time and that C.S. Adjami Inc. shall be discharged from its duties as NOI Trustee of the Debtors and shall have no further duties, obligations or responsibilities as NOI Trustee of the Debtors from and after the Effective Time. Notwithstanding the foregoing, the NOI Trustee shall be authorized and required to collaborate with the Monitor in the transition of its powers and duties.
66. **ORDERS and DECLARES** that the mandate of the Interim Receiver granted in the NOI Proceedings (as defined in the Application) in respect of the Debtors and the functions and role of the Interim Receiver in respect of the Debtors are ended as of the Effective time and that C.S. Adjami Inc. shall be discharged from its duties as Interim Receiver of the Debtors and shall have no further duties, obligations or responsibilities as Interim Receiver of the Debtors from and after the Effective Time..
67. **ORDERS and DECLARES** that the mandate of the Interim Receiver granted in the NOI Proceedings (as defined in the Application) in respect of 8981515 Canada Inc. shall continue until further order of this Court, notwithstanding paragraph 19 (b) of the order dated August 17, 2023 in Court file number 500-11-062636-234.
68. **ORDERS and DECLARES** that no action or other proceeding shall be commenced against the NOI Trustee of the Debtors in any way arising from or related to its capacity or conduct as NOI Trustee, as applicable, except with prior leave of this Court and on prior written notice to the NOI Trustee.

S. General

69. **ORDERS** that no Person shall commence, proceed with or enforce any Proceedings against any of the Directors, employees, legal counsel, or financial advisers of the Debtors or of the Monitor in relation to the Business or Property of the Debtors, without first obtaining leave of this Court, upon ten (10) days’ written notice to the Debtors, the Monitor’s counsel, the Interim Lenders counsel and to all those referred to in this paragraph whom it is proposed be named in such Proceedings; provided, however, that this paragraph 70 shall not apply to any contract, covenant, agreement or undertaking that may be enforced by the Applicants or the Interim Lenders.
70. **DECLARES** that the Order and any proceeding or affidavit leading to the Order, shall not, in and of themselves, constitute a default or failure to comply by the Debtors under any

statute, regulation, licence, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement.

71. **DECLARES** that, except as otherwise specified herein, the Applicants and the Monitor are at liberty to serve any notice, proof of claim form, proxy, circular or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery, or electronic transmission to Persons or other appropriate parties at their respective given addresses as last shown on the records of the Debtors and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.
72. **DECLARES** that the Applicants and any party to these CCAA Proceedings may serve any court materials in these proceedings on all represented parties electronically, by emailing a PDF or other electronic copy of such materials to counsels' email addresses.
73. **DECLARES** that, unless otherwise provided herein, under the CCAA, or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings unless such Person has served a Notice of Appearance on the solicitors for the Applicants and the Monitor and has filed such notice with this Court, or appears on the service list prepared by the Monitor or its attorneys, save and except when an order is sought against a Person not previously involved in these proceedings.
74. **DECLARES** that the Applicants or the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of the Order on notice only to each other.
75. **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon five (5) days notice to the Debtors, the Monitor, the Applicants and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order, such application or motion shall be filed during the Stay Period ordered by this Order, unless otherwise ordered by this Court.
76. **DECLARES** that the Order and all other orders in these CCAA Proceedings shall have full force and effect in all provinces and territories in Canada.
77. **DECLARES** that either the Monitor or the Applicants (for and on behalf of all of the Debtors) shall be authorized to apply and act as "**foreign representative**" of the Debtors as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America, or elsewhere, for orders which aid and complement the Order and any subsequent orders of this Court and, without limitation to the foregoing, an order under Chapter 15 of the U.S. *Bankruptcy Code* (*US Code, Title 11*). All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Monitor or the Debtors as may be deemed necessary or appropriate for that purpose.
78. **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.

79. **ORDERS** the provisional execution of the Order notwithstanding any appeal.



CHRISTIAN IMMER, S.C.J.

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