

**SUPERIOR COURT
(Commercial Division)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-11-062636-234
500-11-063060-236
Date: February 9, 2024**

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

In the matter of the of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 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

BRUNSWICK LABS & TESTS INC.

Debtor

RAYMOND CHABOT INC.

Monitor / Applicant

MNP LTD.

BLT NOI Trustee

C.S. ADJAMI INC.

Trustee of 8981515 Canada Inc.

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(QUÉBEC)**

Mis-en-cause

AMENDED AND RESTATED APPROVAL AND VESTING ORDER

- [1] **ON READING** the *Application for the Issuance of an Amended and Restated Approval and Vesting Order* dated February 6, 2024 (the "**Application**") filed by Raymond Chabot Inc. in its capacity as monitor (the **Monitor**) of Brunswick Health Group Inc. (**BHG**), 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 together with BHG, BMC, TCC Pointe-Claire, SanoMed, Brunswick Research, Brunswick Minor Surgery and Brunswick Endoscopy, the **BHG Target Entities**, the BHG Target Entities together with DMSC and BMC Glen are collectively referred to herein as the **CCAA Debtors** and the CCAA Debtors together with 8981515 Canada Inc. (**898 Canada**) are collectively referred to herein as **Brunswick Group**), the sworn statement and the exhibits in support thereof;
- [2] **ON READING** the report of Raymond Chabot Inc. as monitor of the CCAA Debtors (the **Monitor**) dated February 7, 2024 (the **Monitor's Report**) and the report of MNP Ltd. (the **BLT NOI Trustee**), acting as trustee to the notice of intention filed by Brunswick Labs & Tests Inc. (**BLT** and together with the BHG Target Entities, the **Target Entities**) (the **BLT NOI Trustee's Report**);
- [3] **CONSIDERING** that on November 7, 2023, (i) 9508503 Canada Inc., as purchaser, (ii) BHG, as vendor, (iii) Vince Trevisonno, as vendor, and (iv) BLT entered into a share purchase agreement (the **Initial SPA**);
- [4] **CONSIDERING** that on November 27, 2023, (i) 15529301 Canada Inc., as purchaser (the **Purchaser**), (ii) BHG, (iii) Vince Trevisonno, (iv) 9508503 Canada Inc., as guarantor (the **Guarantor**), and (v) BLT entered into an amended and restated share purchase agreement (the **Amended and Restated SPA**);
- [5] **CONDIDERING** the Approval and Vesting Order issued by this Court on November 28, 2023, *inter alia*, authorizing and approving the purchase and sale and other transactions contemplated in the Amended and Restated SPA (the **RVO**);
- [6] **CONSIDERING** that the Purchaser did not complete the purchase and sale and other transactions contemplated in the Amended and Restated SPA and the RVO;
- [7] **CONSIDERING** the Transition Order issued by this Court on January 12, 2024, as amended and restated on January 22, 2024 (the **Transition Order**), which *inter alia*, appointed Raymond Chabot Inc. as Monitor;
- [8] **CONSIDERING** that on January 25, 2024, (i) the Purchaser, (ii) BHG, (iii) Vince Trevisonno, (iv) the Guarantor, (v) BLT and (vi) Laurent Amram entered into a memorandum of understanding (the **MOU**), setting out the terms and conditions pursuant to which the parties agreed to amend the Amended and Restated SPA and enter into a transaction in respect of the Target Entities;

- [9] **CONSIDERING** that on January 31, 2024, (i) the Purchaser, (ii) BHG, (iii) Vince Trevisonno, (iv) the Guarantor, (v) BLT and (vi) Laurent Amram entered into a second amended and restated share purchase agreement (the **Re-Amended SPA**) reflecting the amendments to the Amended and Restated SPA contemplated in the MOU;
- [10] **CONSIDERING** that it is appropriate to amend and restate the RVO to, *inter alia*, authorize and approve the purchase and sale and other transactions contemplated in the Amended and Restated SPA;
- [11] **CONSIDERING** the notification of the Application to the service list and to the Retained Contracts Counterparties;
- [12] **CONSIDERING** the submissions of counsel present at the hearing on the Application;
- [13] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act*, RSC 1985, c B-3 (the **CCAA**);
- [14] **GIVEN** (a) the purchase and sale and other transactions (the **Purchase and Sale Transactions**) contemplated in the Re-Amended SPA, a redacted copy of which was filed in support of the Application as **Exhibit P-1**, and (b) the pre-closing reorganization steps contemplated in Schedule A to the Re-Amended SPA (such transactions being collectively referred to as the **Reorganization**, the Purchase and Sale Transactions together with the Reorganization are collectively referred to as the **Transactions**);

WHEREFORE, THE COURT:

- [15] **GRANTS** the Application with additional reasons to follow.
- [16] **DECLARES** that, unless otherwise indicated or defined herein and in Schedule A hereto, capitalized terms used in this Order (the **Amended and Restated RVO**) shall have the meanings ascribed to them in the Re-Amended SPA.

NOTIFICATION

- [17] **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.
- [18] **PERMITS** notification of this Amended and Restated RVO at any time and place and by any means whatsoever, including by email.
- [19] **APPROVES** *nunc pro tunc* the notification by email of the Application to the Retained Contracts Counterparties and **DECLARES** that the Retained Contracts Counterparties have received adequate notice of the Application.

APPROVAL OF THE TRANSACTIONS

- [20] **AUTHORIZES** and **APPROVES** the Transactions and the entering into and execution by BHG, BLT and Vince Trevisonno of the Re-Amended SPA and the completion of the Transactions, with such non-material alterations, changes, amendments, deletions or

additions thereto, as may be agreed to by the parties thereto and with the consent of the Monitor and the BLT NOI Trustee.

- [21] **AUTHORIZES** and **DIRECTS** the Target Entities and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in or contemplated by the Re-Amended SPA, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the Monitor or the BLT NOI Trustee, as applicable, and any other ancillary document which could be required or useful to give full and complete effect thereto.

CONSIDERATION

- [22] **ORDERS** that the BHG Consideration payable pursuant to the Re-Amended SPA shall be remitted to the Monitor and distributed in accordance with paragraphs [23] and [24] of this Amended and Restated RVO.
- [23] **AUTHORIZES** the Monitor, for and on behalf of the Debtors and without further order to the Court, to pay from the BHG Initial Consideration or the cash flow:
- (a) an amount of up to \$1,250,000 owing under the ARIF Term Sheet (as defined in the Transition Order) to The Toronto-Dominion Bank (**TD Bank**) and the Business Development Bank of Canada (**BDC** and collectively with TD Bank, the **Interim Lenders**), in their capacity as interim lenders;
 - (b) all amounts owing to the beneficiaries of (i) the NOI Admin. Charge and (ii) the Rep. Counsel Charge (as these terms are defined in the Transition Order) (the beneficiaries of such charges being collectively, the **Beneficiaries**); and
 - (c) all amounts owing to the beneficiaries of the CCAA Administration Charge (as defined in the Transition Order).
- [24] **AUTHORIZES** and **DIRECTS** the Monitor to pay to PricewaterhouseCoopers Corporate Finance Inc. (i) an amount of \$189,480.00 plus applicable taxes from the BHG Initial Consideration and (ii) upon payment by the Purchaser to the Monitor of the BHG Final Consideration, an amount of \$110,520.00 plus applicable taxes, from the BHG Final Consideration.
- [25] **ORDERS** that any remaining amount from the BHG Initial Consideration after having effected the payments referred to in paragraphs [23](a), [23](b) and [24] of this Amended and Restated RVO shall be reserved by the Monitor and that such remaining amounts and the BHG Final Consideration shall be distributed in accordance with applicable legislation, pursuant to a distribution order to be issued by this Court, subject to paragraph [24] hereof.
- [26] **ORDERS** and **DIRECTS** the Monitor, upon having paid an amount of \$1,250,000 to the Interim Lenders and all amounts owing to the Beneficiaries under the charges referred to in paragraphs [23](b) of this Amended and Restated RVO, to issue and file as soon as practicable with the Court a certificate substantially in the form appended as **Schedule "I"** hereto (the **Charge Termination Certificate**).

- [27] **ORDERS** that, effective upon the issuance of the Charge Termination Certificate, each of the Interim Lenders' Charge, the NOI Admin. Charge and the Rep. Counsel Charge (as these terms are defined in the Transition Order) shall be terminated, released and discharged without any further act or formality.

REORGANIZATION

- [28] **AUTHORIZES** and **RATIFIES** *nunc pro tunc*:

- (a) the incorporation by BHG of:
 - (i) 9503-6737 Québec Inc. (**BHG ResidualCo**) a corporation under the *Business Corporations Act* (Québec), with authorized share capital consisting of a class of voting and fully participating common shares (the **Class A Shares**) and a class of non-voting and fully participating common shares (the **Class B Shares**);
- (b) the incorporation by BHG ResidualCo of:
 - (i) 9503-6760 Québec Inc. (**BLT ResidualCo**) a corporation under the *Business Corporations Act* (Québec), with authorized share capital consisting of a class of voting and fully participating common shares (the **BLT ResCo Common Shares**);
 - (ii) 9503-6752 Québec Inc. (**DMSC ResidualCo**) a corporation under the *Business Corporations Act* (Québec), with authorized share capital consisting of a class of voting and fully participating common shares (the **DMCS ResCo Common Shares**); and
 - (iii) 9503-6802 Québec Inc. (**ResidualCo**) a corporation under the *Business Corporations Act* (Québec), with authorized share capital consisting of a class of voting and fully participating common shares (the **ResCo Common Shares**).
- (c) the subscription by BHG of one (1) Class A Share of BHG ResidualCo; and
- (d) the subscription by BHG ResidualCo of 100 BLT ResCo Common Shares, one (1) DMSC ResCo Common Share and one (1) ResCo Common Share.

- [29] **AUTHORIZES** and **ORDERS** the Purchaser, Brunswick Group, BLT, the Monitor and the BLT NOI Trustee as well as BHG ResidualCo, BLT ResidualCo, DMSC ResidualCo and ResidualCo to implement and complete the Reorganization in accordance with the steps described below and in the Re-Amended SPA (the **Pre-Closing Reorganization Steps**)

- (a) As of 0:01 am Eastern Time on the Closing Date, BHG shall transfer all issued and outstanding shares of DMSC, BMC Glen and 898 Canada to BHG ResidualCo in exchange for the issuance of 227,499 Class A Shares of BHG ResidualCo and 505,905 Class B Shares of BHG ResidualCo on a tax deferred roll-over basis pursuant to section 85 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supplement)

(the ITA) (and the corresponding provisions of any applicable provincial or territorial law);

- (b) As of 0:10 am Eastern Time on the Closing Date, BHG ResidualCo shall:
- (i) transfer all issued and outstanding shares of DMSC to DMSC ResidualCo in exchange for the issuance of ninety-nine (99) DMSC ResCo Common Shares on a tax deferred roll-over basis pursuant to section 85 of the ITA (and the corresponding provisions of any applicable provincial or territorial law); and
 - (ii) transfer all issued and outstanding shares of BMC Glen Inc. to ResidualCo in exchange for the issuance of ninety-nine (99) ResCo Common Shares on a tax deferred roll-over basis pursuant to section 85 of the ITA (and the corresponding provisions of any applicable provincial or territorial law).
- (c) As of 0:20 am Eastern Time on the Closing Date:
- (i) BMC, TCC Pointe-Claire, SanoMed, Brunswick Research, Brunswick Minor Surgery, Brunswick Endoscopy and 689 Canada (the **Target Subsidiaries**) shall transfer the Excluded Assets, the Excluded Liabilities and the Excluded Contracts, to ResidualCo, and ResidualCo shall assume the Excluded Liabilities and the Excluded Contracts, to the complete exoneration of the Target Entities;
 - (ii) BHG shall transfer the BHG Excluded Liabilities to BHG ResidualCo, and BHG ResidualCo shall assume the BHG Excluded Liabilities to the complete exoneration of the Target Entities;
 - (iii) BLT shall transfer the BLT Excluded Assets, the BLT Excluded Liabilities and the BLT Excluded Contracts to BLT ResidualCo, and BLT ResidualCo shall assume the BLT Excluded Liabilities and the BLT Excluded Contracts to the complete exoneration of BLT.
- (d) As of 0:30 am Eastern Time on the Closing Date, BHG shall transfer all of the issued and outstanding shares of BHG ResidualCo to BHG's shareholders for nominal consideration.
- (e) As of 0:40 am Eastern Time on the Closing Date, BHG's shareholders shall transfer their shares in the share capital of BHG to BHG ResidualCo in exchange for the issuance 227,500 Class A Shares of BHG ResidualCo and 505,905 Class B Shares of BHG ResidualCo on a tax deferred roll-over basis pursuant to section 85 of the ITA (and the corresponding provisions of any applicable provincial or territorial law).

[30] **ORDERS** and **DECLARES** that the Pre-Closing Reorganization Steps shall be deemed to occur in the manner, order and sequence specified thereunder, with such alterations, changes, amendments, deletions or additions thereto as are permitted under the Re-Amended SPA or as may otherwise be agreed to by the Monitor and the Purchaser, which shall file a copy any amendment to the Pre-Closing Reorganization Steps with the Court;

- [31] **ORDERS and DECLARES** that this Amended and Restated RVO shall constitute the only authorization required by the Target Entities, BHG ResidualCo, BLT ResidualCo, DMSC ResidualCo and ResidualCo to proceed with the Reorganization and that no director, shareholder, contractual or regulatory approval shall be required in connection with any of the steps contemplated pursuant to the Reorganization.
- [32] **AUTHORIZES and DIRECTS** Mr. Vince Trevisonno, without any personal liability, to execute and/or file, for and on behalf of any of the holders of BHG Class B Shares, any document and/or form required in order to give effect to the Transactions.
- [33] **ORDERS and DECLARES** that the Pre-Closing Reorganization Steps may be amended, altered or changed as may be agreed to by the Purchaser and the Target Entities, with the consent of the Monitor and/or the BLT NOI Trustee, as applicable, provided that such amendments, alterations or changes do not materially alter or impact the Transactions or the consideration which the Target Entities and/or their applicable stakeholders will benefit from as part of the Transactions.
- [34] **ORDERS and DECLARES** that the Target Entities are hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Reorganization and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Reorganization.
- [35] **ORDERS** the Québec enterprise registrar to accept and receive any articles of amendment, amalgamation, continuance, reorganization, incorporation, winding-up and dissolution or such other documents or instruments as may be required and filed by any of the Target Entities to permit or enable and effect the Reorganization;

**VESTING OF SUBSCRIBED SHARES AND TRANSFER OF EXCLUDED ASSETS,
EXCLUDED CONTRACTS AND EXCLUDED LIABILITIES**

- [36] **ORDERS and DECLARES** that upon the issuance of the certificate substantially in the form appended as **Schedule "B"** hereto by the Monitor and the BLT NOI Trustee (the **Closing Certificate**):
- (a) all rights, title and interests in and to the Purchased Shares as well as the shares of the Target Subsidiaries shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights) encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise (collectively, the **Encumbrances**), including without limiting the generality of the foregoing all Encumbrances or charges created by order of this Court including the Administration Charge and all charges, or security evidenced by registration, publication or filing pursuant to the Civil Code of Québec in

movable / immovable property or any other personal or real property registry systems and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Shares and the shares of the Target Subsidiaries be cancelled and discharged as against the Purchased Shares and the shares of the Target Subsidiaries, in each case effective as of the applicable time and date of the Closing Certificate.

- (b) all rights, title and interest in and to the Retained Assets shall remain in the respective Target Entity and be free and clear of and from any Encumbrances, including without limiting the generality of the foregoing all Encumbrances or charges created by order of this Court and all charges, or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* in movable / immovable property or any other personal or real property registry systems, and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Retained Assets be cancelled and discharged as against the Retained Assets, in each case effective as of the applicable time and date of the Closing Certificate;
- (c) all of the right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, and all Claims (as defined below) and Encumbrances (shall continue to attach to the Excluded Assets in accordance with paragraph [36](m) of this Amended and Restated RVO, with the same nature and priority as they had immediately prior to the transfer;
- (d) all of the right, title and interest in and to the BLT Excluded Assets, including, for greater certainty, any rights and recourses of BLT under sections 95 and 96 of the BIA, shall vest absolutely and exclusively in BLT ResidualCo, and all Claims (as defined below) and Encumbrances (shall continue to attach to the Excluded Assets in accordance with paragraph [36](m) of this Amended and Restated RVO, with the same nature and priority as they had immediately prior to the transfer;
- (e) all Excluded Contracts shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo such that the Excluded Contracts shall exclusively become obligations of ResidualCo and shall no longer be obligations of the BHG Target Entities, and the BHG Target Entities shall be forever released and discharged from all obligations under such Excluded Contracts;
- (f) all BLT Excluded Contracts shall be transferred to, assumed by and vest absolutely and exclusively in BLT ResidualCo such that the BLT Excluded Contracts shall exclusively become obligations of BLT ResidualCo and shall no longer be obligations of BLT, and BLT shall be forever released and discharged from all obligations under such BLT Excluded Contracts;
- (g) all Excluded Liabilities (which for greater certainty includes any liability or obligation of the Target Subsidiaries, of any kind, character or description, whether known or unknown, absolute or contingent, accrued or not accrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accounted or disclosed on the financial statements of the Target Subsidiaries) shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo, such that the Excluded Liabilities shall exclusively become obligations of ResidualCo and shall no longer be

obligations of the Target Subsidiaries, and the Target Subsidiaries shall be forever released and discharged from all obligations under such Excluded Liabilities;

- (h) all BHG Excluded Liabilities (which for greater certainty includes any liability or obligation of BHG, of any kind, character or description, whether known or unknown, absolute or contingent, accrued or not accrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accounted or disclosed on the financial statements of BHG) shall be transferred to, assumed by and vest absolutely and exclusively in BHG ResidualCo, such that the BHG Excluded Liabilities shall exclusively become obligations of BHG ResidualCo and shall no longer be obligations of BHG, and BHG shall be forever released and discharged from all obligations under such BHG Excluded Liabilities;
- (i) all BLT Excluded Liabilities (which for greater certainty includes any liability or obligation of BLT, of any kind, character or description, whether known or unknown, absolute or contingent, accrued or not accrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accounted or disclosed on the financial statements of BLT) shall be transferred to, assumed by and vest absolutely and exclusively in BLT ResidualCo, such that the BLT Excluded Liabilities shall exclusively become obligations of BLT ResidualCo and shall no longer be obligations of BLT, and BLT shall be forever released and discharged from all obligations under such BLT Excluded Liabilities;
- (j) any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, warrants, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Target Entities, that were existing prior to the Reorganization, if any, shall be deemed terminated and cancelled;
- (k) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise of any demands, claims, actions, counterclaims, suits, judgements, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against the Target Entities in respect of the Excluded Assets, the BLT Excluded Assets, the Excluded Contracts, the BLT Excluded Contracts, the Excluded Liabilities, the BHG Excluded Liabilities and the BLT Excluded Liabilities shall be permanently enjoined and barred. Such prohibition shall not however preclude the rights of the Canada Revenue Agency (the **CRA**) or of the Agence du revenu du Québec (the **ARQ**) to effect compensation as provided in section [39] hereof;
- (l) the nature and attributes (including rights resulting from existing defaults of the Target Entities) of the Excluded Liabilities, BHG Excluded Liabilities and BLT Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to and

assumption by ResidualCo, BHG ResidualCo or BLT ResidualCo, respectively; and

- (m) any Person that, prior to the Closing Date, had a valid right or claim against any of the Target Entities in respect of the Excluded Liabilities, the BHG Excluded Liabilities or the BLT Excluded Liabilities (each a **Claim**) shall no longer have such Claim against the Target Entities, but will have an equivalent Claim against (i) ResidualCo in respect of the Excluded Liabilities, (ii) BHG ResidualCo in respect of the BHG Excluded Liabilities and (iii) BLT ResidualCo in respect of the BLT Excluded Liabilities from and after the Closing Date in its place and stead, with the same attributes and rights resulting from existing defaults of the Target Entities, and nothing in this Amended and Restated RVO limits, lessens, modifies (other than by change of debtor) or extinguishes the Excluded Liabilities, BHG Excluded Liabilities, BLT Excluded Liabilities or the Claim of any Person as against ResidualCo, BHG ResidualCo or BLT ResidualCo, as applicable, which shall be the sole and exclusive debtor of the Claim

- [37] **ORDERS**, for greater certainty, that for the purposes of determining the nature and priority of the Encumbrances, the BHG Consideration and the BLT Consideration, as applicable, shall stand in the place and stead of the Retained Assets and Purchased Shares, and that upon the issuance of the Closing Certificate (as defined thereafter), all Encumbrances shall attach to the BHG Consideration or the BLT Consideration, as applicable, with the same priority as they had in respect of the Retained Assets and Purchased Shares immediately prior to the Transactions, as if this Amended and Restated RVO had not been issued and the Closing Certificate had not been issued.
- [38] **ORDERS** that TD and BDC, in their capacity as secured lenders (the **Secured Lenders**), shall be entitled to effect any registrations as against BHG ResidualCo, ResidualCo and DMSC ResidualCo in order to perfect their security against the assets of such entities.
- [39] **ORDERS** and **DECLARES** that, subject to the provisions of section [36](m) (above, the reverse vesting structure of the Transaction, as approved by this Amended and Restated RVO, shall not affect the rights (if any) of CRA, ARQ or the Target Entities pursuant to paragraph 97(3) of the BIA, as relates to any and all claims existing or arising from events which occurred prior to the issuance of the Closing Certificate or occurred pursuant to the terms of this Amended and Restated RVO and/or in connection with the Transactions;
- [40] **ORDERS** and **DECLARES** that upon issuance of the Closing Certificate, all Persons shall be deemed to have waived any and all defaults of and rights of action against the Target Entities or their successors then existing or previously committed by the Target Entities or caused by the Target Entities, directly or indirectly, or non-compliance with any covenant, positive or negative pledge, warranty, representation, term, provision, condition or obligation, express or implied, including any change in ownership or change in control provision, in any Retained Contract, arising from the BIA Proceedings, the CCAA Proceedings or the completion of the Transactions, including as a result of any of the matters or events listed in paragraph [46] hereof, and any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall be deemed to have been rescinded.
- [41] **ORDERS** and **DIRECTS** the Monitor and the BLT NOI Trustee, upon receipt of the Conditions Certificate referred to in Section 8.4 of the Re-Amended SPA and, for greater

certainty, upon the payment of the BHG Initial Consideration and the BLT Consideration as well as the execution and the registration, as the case may be, of the security contemplated by the Re-Amended SPA in order to secure payment of the BHG Final Consideration, in form and substance satisfactory to the Monitor, to issue as soon as practicable the Closing Certificate and to file same with the Court in each of the CCAA Proceedings and the BIA Proceedings.

CANCELLATION OF SECURITY REGISTRATIONS

- [42] **ORDERS** the Québec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Amended and Restated RVO and the Closing Certificate, to strike the registrations as provided in **Schedule “H”**.
- [43] **ORDERS** that, upon the issuance of the Closing Certificate, the Purchaser, with the written consent of the Secured Lenders, acting reasonably, shall be authorized to take all such steps as may be necessary to effect the discharge or reduction in scope of all Encumbrances affecting or relating to the Retained Assets and the Purchased Shares as well as the shares of the Target Subsidiaries, provided that the Purchaser shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than to the extent affecting or relating the Retained Assets or the Purchased Shares as well as the shares of the Target Subsidiaries, and the Purchaser shall be authorized to take any further steps by way of further application to this Court.

RETAINED CONTRACTS

- [44] **ORDERS** that all Cure Costs payable in accordance with the Re-Amended SPA shall be paid by the Purchaser to the relevant Retained Contracts Counterparty to each Retained Contract on or before the Closing Date or such later date as may be agreed to by the Purchaser, the Monitor and the relevant Retained Contracts Counterparty to a Retained Contract.
- [45] **ORDERS** and **DECLARES** that notwithstanding anything in this Amended and Restated RVO, all leases between DMSC and the Target Entities regarding leased premises in the Brunswick Building and all obligations of the Target Entities under all such leases including the new lease with CDL shall continue and remain in full force and effect and shall constitute obligations of the BHG Target Entities in accordance with the Confirmation of Leases executed by the parties in accordance with the Re-Amended SPA executed between the parties.
- [46] **ORDERS** that all Retained Contracts shall remain in full force and effect, and following the Closing Date, no Person who is a counterparty to any such Retained Contracts (a **Retained Contracts Counterparty**) may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right, entitlement or remedy (including any right of set-off) or make any demand under or in respect of such Retained Contracts and no automatic termination will have any validity or effect, by reason of:
- (a) any circumstance that existed or event that occurred on or prior to the Closing Date that would have entitled such Retained Contracts Counterparty to enforce those rights or remedies or caused an automatic termination to occur, including any monetary defaults or defaults or events of default arising as a result of the

- insolvency of any Debtor or the cessation of the Debtors' normal course business operations;
- (b) the insolvency of any Debtor or the fact that relief in respect of the Debtors was granted under the BIA;
 - (c) any releases, discharges, cancellations, transactions or other steps taken or effected pursuant to the Purchaser's asset purchase transaction in these BIA Proceedings, including all agreements in connection with such asset purchase transaction, the Purchase and Sale Transactions (including the Pre-Closing Reorganization), the provisions of this Amended and Restated RVO or any other Order of the Court in these proceedings; or
 - (d) any change of control of the Target Entities arising from the implementation of the Transactions, or any anti-assignment or similar provision restricting assignment or requiring the consent of any Person to an assignment or a change of control (an **Anti-Assignment Provision**) in a Retained Contract and, for greater certainty, the Transactions and their implementation shall be deemed not to constitute a change in ownership or change in control under any Retained Contract.

PROTECTION OF PERSONAL INFORMATION

- [47] **ORDERS** that pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Monitor and the BLT NOI Trustee are authorized, permitted and directed to, at the Closing Time, disclose to the Purchaser all human resources and payroll information in the Target Entities' or their successors' records pertaining to past and current employees of the Target Entities or their successors. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Target Entities or their successors.

NOI AND CCAA DEBTORS

- [48] **ORDERS** and **DECLARES** that, effective upon the time and date of the issuance of the Closing Certificate:
- (a) BHG ResidualCo (9503-6737 Québec Inc.) and DMSC ResidualCo (9503-6752 Quebec Inc.) shall be debtor companies to which the CCAA applies;
 - (b) each of BHG ResidualCo (9503-6737 Québec Inc.) and DMSC ResidualCo (9503-6752 Quebec Inc.) shall be added as a Debtor in these CCAA proceedings and any reference in any Order of this Court in respect of these CCAA proceedings to a "Debtor" or "Debtors" shall, unless otherwise expressly stated, be deemed to include reference to BHG ResidualCo and DMSC ResidualCo, *mutatis mutandis*, and, for greater certainty, each of the CCAA Charges (as such term is defined in the Transition Order) shall constitute a charge on the property of BHG ResidualCo and DMSC ResidualCo;
 - (c) each of the BHG Target Entities shall cease to be a Debtor in these CCAA proceedings, shall be deemed to be released from the purview of any Order of this

Court granted in the within CCAA Proceedings (save and except for the present Amended and Restated RVO, the terms of which as it relates to the BHG Target Entities shall continue to apply in all respects), and the Monitor shall be discharged as Monitor of the BHG Target Entities and, for greater certainty, that the Notice of intention filed on July 14, 2023, by each of the BHG Target Entities pursuant to the BIA shall be deemed to be withdrawn and cancelled for all purposes;

- (d) the Transition Order shall be amended by:
- (i) adding BHG ResidualCo (9503-6737 Québec Inc.) as a Debtor in the heading;
 - (ii) adding DMSC ResidualCo (9503-6752 Quebec Inc.) as a Debtor in the heading; and
 - (iii) deleting each of the BHG Target Entities as a Debtor in the heading.

[49] **ORDERS** and **DECLARES** that, subject to the terms of this paragraph, effective upon filing of the Closing Certificate, the Notice of Intention filed on October 30, 2023 by BLT pursuant to the BIA shall be deemed to be withdrawn and cancelled for all purposes shall not be deemed to have made an assignment in bankruptcy under section 50.4(8) of the BIA. Notwithstanding the foregoing, any rights of BLT under sections 95 and 96 of the BIA shall be preserved and shall be exercisable by BLT ResidualCo in the same manner as if BLT would have been deemed to have made an assignment in bankruptcy pursuant to this Amended and Restated RVO.

[50] **ORDERS** and **DECLARES** that, effective upon the date and time of the issuance of the Closing Certificate, BLT ResidualCo shall be deemed to have made an assignment in Bankruptcy and the BLT NOI Trustee shall, without delay, file with the official receiver a report of the deemed assignment pursuant to the BIA for BLT ResidualCo.

[51] **ORDERS** and **DECLARES** that, effective upon the date and time of the issuance of the Closing Certificate, ResidualCo shall be deemed to have made an assignment in Bankruptcy and the Monitor shall, without delay, file with the official receiver a report of the deemed assignment pursuant to the BIA for ResidualCo.

[52] **APPOINTS** the Raymond Chabot Inc. as trustee to the bankruptcy of ResidualCo (the **ResCo Trustee**) and **ORDERS** and **DECLARES** that, as security for the payment of its professional fees and disbursements in connection with the bankruptcy of ResidualCo, the ResCo Trustee shall benefit from the CCAA Administration Charge (as defined in the Transition Order).

[53] **ORDERS** and **DECLARES** that, effective upon the time and date of the issuance of the Closing Certificate, the Monitor, in addition to the prescribed powers and obligations referred to in section 23 of the CCAA, shall be entitled, but not required to, exercise the following powers as it relates only to DMSC, BHG ResidualCo. and DMSC RedisualCo. (collectively the **Residual Debtors**):

- (a) deal with the Residual Debtors' creditors and other interested Persons during the Stay Period;

- (b) conduct and control the affairs and operations, financial and otherwise, of the Residual Debtors and carry on the business of the Residual Debtors;
- (c) control the Residual 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;
- (d) take steps for the preservation and protection of the Property of the Residual Debtors;
- (e) prepare the Residual Debtors' cash-flow projections and any other projections or reports and disseminate financial or other information in these proceedings and, if appropriate, develop and implement a Plan or Plans on behalf of the Residual Debtors, the whole in consultation with the Applicants;
- (f) report to the Court on the state of the business and financial affairs of the Residual 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) 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 or retain 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 Residual Debtors, any counterparties and the Monitor, or by Order of the Court;
- (k) exercise all rights granted to the Residual Debtors pursuant to this Order including, for greater certainty, the rights granted to the Residual Debtors under paragraph [35] of the Transition Order;
- (l) take any steps, give any consent or approval as may be contemplated by this Order and execute such documents as may be necessary in connection with any proceedings before, or order of, the Court, on behalf of the Residual Debtors;

- (m) perform such other duties, take any steps, negotiate and enter into any agreements or incur any obligations necessary or reasonably incidental to the exercise of the powers and duties conferred by this Order or any Order of this Court or with respect to the Property of the Residual Debtors;
- (n) exercise such shareholder or member rights, including voting rights, as may be available to the Residual Debtors;
- (o) operate and carry on the Business of the Residual Debtors, including, without limitation, taking all steps and actions the Monitor considers necessary or desirable in these proceedings as relates to the Residual Debtors, including, without limitation:
 - (i) incurring obligations in the daily ordinary course of business;
 - (ii) continue to engage the services of DMSC's employees on behalf of DMSC, until the Monitor, acting for and on behalf of the DMSC, terminates the employment of such employees. The Monitor shall not be liable for any employee related liabilities, including any successor-employer liabilities as provided for in section 11.8(1) of the CCAA, other than such amounts as the Monitor may specifically agree in writing to pay;
 - (iii) administering and winding down all employee benefit plans of DMSC and making and endorsing all filings related thereto (including, without limitation, financial statements, tax returns and tax filings);
 - (iv) accessing, at all times, the places of business and the premises of DMSC, the Property of the Residual Debtors, and changing the locks to such places of business and premises of DMSC, except in respect of the premises identified in the Target Entity Leases and the CDL Lease (as both such terms are defined in the Re-Amended SPA), where such rights may only be exercised in accordance with the terms of those leases, as the case may be;
 - (v) collecting all accounts receivable and all other claims of the Residual Debtors and transacting in respect of same, including signing any document for this purpose;
 - (vi) opening any required bank account, on the terms and conditions the Monitor may determine, with any chartered Canadian bank or any other financial institution, the whole, in order to cash any item payable to the Residual Debtors, and issuing any payment which, in the opinion of the Monitor, is necessary or useful to the Residual Debtors' operations;
 - (vii) marketing or soliciting one or several potential buyers of all or any part of the Property of the Residual Debtors, including, without limitation, the right, subject to this Court's approval, to carry out a public call for tenders or private solicitations in order to dispose of the Property of the Residual Debtors;

- (viii) reporting to, meeting with and discussing with DMSC's representatives and the Applicants, as the Monitor deems appropriate, regarding all matters relating to the Property of the Residual Debtors and these proceedings, and sharing information with them subject to such terms as to confidentiality as the Monitor deems advisable; and
- (ix) make any distribution or payment require under any Order in these proceedings;
- (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 of the Residual Debtors to a purchaser or purchasers thereof;
- (q) initiate, prosecute, make and 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 Residual 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 the authorization of the Court. 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.
- (r) if required, act as "foreign representative" of the Residual Debtors or in any other similar capacity in any insolvency, bankruptcy or reorganization proceedings outside of Canada.

[54] **ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of any entity of Brunswick Group and/or BLT and any bankruptcy order issued pursuant to any such applications or any deemed assignment bankruptcy in respect of any entity of Brunswick Group and/or BLT; and
- (c) any assignment in bankruptcy made or any deemed assignment in bankruptcy in respect of ResidualCo, BHG ResidualCo, DMSC ResidualCo and/or BLT ResidualCo,

the implementation of the Transactions, including the transfer of (i) the Excluded Assets, Excluded Contracts and Excluded Liabilities to ResidualCo, (ii) the BHG Excluded Liabilities to BHG ResidualCo and (iii) of the BLT Excluded Assets, the BLT Excluded Contracts and the BLT Excluded Liabilities to BLT ResidualCo and the implementation of the Purchase and Sale Transactions under and pursuant to the Re-Amended SPA, (i) shall be binding on any trustee in bankruptcy that may be appointed in respect of the entities of Brunswick Group, BLT, ResidualCo, BHG ResidualCo, BLT ResidualCo and DMSC ResidualCo and shall not be void or voidable by creditors of the entities of Brunswick Group, BLT, ResidualCo, BHG ResidualCo, BLT ResidualCo and DMSC ResidualCo, as applicable, (ii) shall not constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal, provincial or territorial legislation, and (iii) shall not constitute nor be deemed to be oppressive or unfairly

prejudicial conduct by the entities of Brunswick Group, BLT, ResidualCo, BHG ResidualCo, BLT ResidualCo and DMSC ResidualCo or the Released Parties pursuant to any applicable federal, provincial or territorial legislation.

THE MONITOR AND THE BLT NOI TRUSTEE

- [55] **PRAYS ACT** of the Monitor's Report and **APPROVES** the activities of the Monitor up until the date of the present Amended and Restated RVO in connection with the present restructuring proceedings, including the activities of the Monitor described in the Monitor's Report.
- [56] **PRAYS ACT** of the BLT NOI Trustee's Report and **APPROVES** the activities of the BLT NOI Trustee up until the date of the present Amended and Restated RVO in connection with the present restructuring proceedings, including the activities of the BLT NOI Trustee described in the BLT NOI Trustee's Report.
- [57] **DECLARES** that the Monitor, in its capacity as Monitor and the BLT NOI Trustee have satisfied their respective obligations pursuant to the CCAA and the BIA and in compliance with the orders granted by this Court up until the date of the present Amended and Restated RVO.
- [58] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Monitor or the BLT NOI Trustee to occupy or to take control, or to otherwise manage all or any part of the Retained Assets or of the Purchased Shares (or of any other assets of Brunswick Group or BLT). The Monitor or the BLT NOI Trustee shall not, as a result of this Amended and Restated RVO, be deemed to be in possession of any of the Retained Assets (or of any other assets of Brunswick Group or BLT) within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA and the BIA, and **DECLARES** that the Monitor or the BLT NOI Trustee, their employees and representatives shall not be deemed directors of ResidualCo, BHG ResidualCo, DMSC ResidualCo or BLT ResidualCo, *de facto* or otherwise. For greater certainty, this paragraph shall not have the effect of releasing any of BLT or the CCAA Debtors from any of their environmental obligations under applicable law and the Monitor and the BLT NOI Trustee shall not be personally liable for any environmental obligation, except if such obligation arises as a result of their gross negligence or wilful misconduct.
- [59] **DECLARES** that the directors and officers of ResidualCo, BHG ResidualCo, DMSC ResidualCo and BLT ResidualCo, shall not incur any personal liability resulting from or in connection with the fact that they are designated as a director of ResidualCo, BHG ResidualCo, DMSC ResidualCo and BLT ResidualCo.
- [60] **DECLARES** that no action lies against the Monitor or the BLT NOI Trustee by reason of this Amended and Restated RVO or the performance of any act authorized by this Amended and Restated RVO, except by leave of the Court. The entities related to the Monitor or the BLT NOI Trustee or belonging to the same group as the Monitor or the BLT NOI Trustee shall benefit from the protection arising under the present paragraph.

GENERAL

- [61] **ORDERS** that any provision of any shareholder agreement or other agreement (i) restricting in any way, (ii) requiring any consent or approval for, (iii) conferring any right of first refusal, pre-emptive right or providing for a drag along or tag along right in connection with (collectively, the **Restrictive Provisions**) the transfer of the shares in (i) the share capital of any of the BHG Target Entities and (ii) the shares in the share capital of any other corporations held by any of the BHG Target Entities are stayed and suspended for the purpose of the Transactions. For greater certainty, the Transactions will be deemed valid and opposable despite the terms of any Restrictive Provisions.
- [62] **DECLARES** that this Amended and Restated RVO shall have full force and effect in all provinces and territories in Canada.
- [63] **DECLARES** that the Purchaser, the Monitor or the BLT NOI Trustee shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada or elsewhere, for orders which aid and complement the Amended and Restated RVO. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Purchaser, the Monitor or the BLT NOI Trustee as may be deemed necessary or appropriate for that purpose.
- [64] **REQUESTS** the aid and recognition of any court or administrative body in any province or territory of Canada and any Canadian federal court or administrative body 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 Amended and Restated RVO.
- [65] **ORDERS** the provisional execution of the present Amended and Restated RVO notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS.



The Honourable Christian Immer, J.S.C.

MCCARTHY TÉTRAULT LLP

Mtre Hugo Babos-Marchand
Mtre François Alexandre Toupin
Mtre Pierre-Gabriel Grégoire
Attorneys for the Monitor

BORDEN LADNER GERVAIS LLP

Mtre François D. Gagnon
Mtre Hugo Carrier-L'Italien
Attorneys for the Business Development Bank of Canada

KAUFMAN LAWYERS LLP

Mtre Martin Jutras
Mtre Geneviève Cadieux
Attorneys for The Toronto-Dominion Bank

STEIN & STEIN INC.

Me Neil Stein
Me Nicholas Chine
Representative counsel for the Physicians

Hearing date: February 9, 2024

Schedule A Definitions

“**Accounts Receivable**” means, subject to the GST and QST paid by any BHG Target Entity on the professional fees incurred by them in connection with the BIA Proceedings and prior to the Closing Time in accordance with Sections 3.3(3) and 3.5 of the Re-Amended SPA, all the account receivables of the Target Entities.

“**Approval Date**” means the date on which the Superior Court of Quebec issues this Amended and Restated RVO, approving the Re-Amended SPA and the Transactions. contemplated hereby.

“**ARIF Term Sheet**” means the Amended and Restated Interim Financing Term Sheet dated January 9, 2024, between the Debtors, as Borrowers and BDC and TD Bank, as lenders, filed as Exhibit R-55 in support of the *Application to Continue Proceedings Commenced under the Bankruptcy and Insolvency Act and for a Transition Order* dated January 9, 2024 in the CCAA Proceedings;

“**BDC**” means the Business Development Bank of Canada.

“**BDC DMSC Credit Agreement**” means the letter of offer dated April 17, 2020 (as amended) entered into between BDC, as lender, Brunswick Health Group and DMSC (together with Brunswick Endoscopy, as borrowers, and BMC, BMC Glen, TCC Montréal, SanoMed, TCC Pointe-Claire, Brunswick Endoscopy, 689 Canada and Brunswick Minor Surgery, as guarantors, BDC extended certain credit facilities to DMSC and Brunswick Health Group in the initial amount \$20,975,000, filed as Exhibit R-14 in support of the *Application to Continue Proceedings Commenced under the Bankruptcy and Insolvency Act and for a Transition Order* dated January 9, 2024 in the CCAA Proceedings;

“**BDC Endoscopy Credit Agreement**” means the letter of offer dated July 20, 2021 (as amended) entered into between BDC, as lender, Brunswick Endoscopy, as borrower, and Brunswick Health Group, BMC, BMC Glen, TCC Montréal, SanoMed, TCC Pointe-Claire, DMSC, 689 Canada and Brunswick Minor Surgery, as guarantors, BDC extended certain credit facilities to Brunswick Endoscopy in the amount of \$1,393,000, filed as Exhibit R-15 in support of the *Application to Continue Proceedings Commenced under the Bankruptcy and Insolvency Act and for a Transition Order* dated January 9, 2024 in the CCAA Proceedings;

“**BHG BIA Proceedings**” means the proceedings before the Court in court file numbers 500-11-062640-236, 500-11-062646-233, 500-11-062637-232, 500-11-062647-231, 500-11-062636-234, 500-11-062641-234, 500-11-062634-239, 500-11-062635-236, 500-11-062638-230, 500-11-062649-237, 500-11-062648-239 and 500-11-062636-234, which proceedings were consolidated pursuant to an order of the Court in court file No. 500-11-062636-234.

“**BHG Consideration**” means the sum of the BHG Initial Consideration and the BHG Final Consideration.

“**BHG Excluded Liabilities**” means all Liabilities of BHG other than the Retained Liabilities in respect of BHG.

“**BHG Final Consideration**” has the meaning ascribed to it in section 3.3 of the Re-Amended SPA.

“**BHG Initial Consideration**” has the meaning ascribed to it in section 3.3 of the Re-Amended SPA.

“**BHG Shares**” means all of the issued and outstanding shares of BHG as at the Closing Date.

“**BIA Proceedings**” means the BHG BIA Proceedings as well as the proceedings before the Court in court file No. 500-11-063060-236.

“**BLT Excluded Assets**” means the properties and assets of BLT listed in Schedule “C”, as supplemented in accordance with Section 4.2 of the Re-Amended SPA, as the case may be.

“**BLT Excluded Contracts**” means all contracts of BLT listed in Schedule “D”, unless retained in accordance with Section 4.5 of the Re-Amended SPA, as the case may be, and any other contract to which BLT is a party included as an excluded contract in accordance with Section 4.5 of the Re-Amended SPA, as the case may be.

“**BLT Excluded Liabilities**” means all Liabilities of BLT, including, for greater certainty, any Liability in connection with any and all contracts relating to the *Marge de crédit Solution Libre-Affaires* made available to Brunswick Labs & Tests Inc. by Fédération des caisses Desjardins du Québec, other than the Retained Liabilities in respect of BLT.

“**BLT Shares**” means all of the issued and outstanding shares of BLT as at the Closing Date.

“**Books and Records**” means all books, records, files, papers, books of account and other financial data related to the Retained Assets in the possession of and reasonably available to the Target Entities, including production records, reports including (in each case, if applicable), manuals and data, sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

“**Brunswick Building**” means the building bearing civic address 953-981 Saint-Jean Boulevard, Montreal (Pointe-Claire), Quebec, H9R 5K3.

“**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Montréal, Province of Québec, Canada.

“**CCAA Proceedings**” means the proceedings before the Court in court file numbers 500-11-062640-236;

“**Cure Costs**” means all monetary defaults in relation to the Retained Contracts as at the Closing Date, other than those arising by reason only of the Target Entities’ insolvency, the commencement of the BIA Proceedings against the Target Entities or the Target Entities’ failure to perform a non-monetary obligation, including those listed in Schedule “G”.

“**Closing Certificate**” means the certificate, substantially in the form attached as Schedule “B”, to be delivered by the Monitor and the BLT NOI Trustee in accordance with Section 8.4 of the Re-Amended SPA, and thereafter filed by the Monitor with the Court.

“**Closing Date**” means the date on which the Monitor issues the Closing Certificate.

“Confirmation of Leases” has the meaning ascribed to such term in Section 4.9 of the Re-Amended SPA.

“Contracts” means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which any Target Entity is a party to or by which any Target Entity is bound or under which any Target Entity has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to each respective Target Entity’s business, and **“Contract”** means any one of them.

“Employees” means all individuals who, as immediately prior to the Reorganization, are employed by the Target Entities, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired, and **“Employee”** means any one of them.

“Employee Plans” means all written or oral employee benefit, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, executive compensation, current or deferred compensation, incentive compensation, stock compensation, stock purchase, stock option, stock appreciation, phantom stock option, savings, vacation pay, severance or termination pay, retirement, supplementary retirement, hospitalization insurance, salary continuation, legal, health or other medical, dental, life, disability or other insurance (whether insured or self-insured) plan, program, agreement or arrangement, including post-retirement health and life insurance benefit plans, and every other written or oral benefit plan, program, agreement or arrangement sponsored, maintained or contributed to or required to be contributed to by the Target Entities for the benefit of the Employees or former Employees and their dependants or beneficiaries by which any Target Entity is bound or with respect to which any Target Entity participates or has any actual or potential Liability, other than Statutory Plans.

“Escrow Closing Date” means the date on which McCarthy Tétrault LLP provides written confirmation to the parties of the closing in escrow of the transactions contemplated in the Re-Amended SPA.

“Excluded Assets” means the properties and assets of the BHG Target Entities listed in Schedule “C”, as supplemented in accordance with section 4.1 of the Re-Amended SPA, as the case may be.

“Excluded Contracts” means all Contracts which are not Retained Contracts, including those listed in Schedule “D”.

“Excluded Liabilities” means all Liabilities of the Target Subsidiaries other than the Retained Liabilities in respect of the Target Subsidiaries.

“Governmental Authority” means:

- (1) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (2) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing,

regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;

- (3) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and
- (4) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

"GST/HST" means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

"Hardware" means the information technology assets relating to the Target Entities' business, such as desktops, sensors, laptops, mobile phones, servers and related hardware.

"Intellectual Property" means all intellectual property and industrial property, throughout the world, whether or not registerable, patentable or otherwise formally protectable, and whether or not registered, patented, otherwise formally protected or the subject of a pending application for registration, patent or any other formal protection, including all (a) trade-marks, corporate names and business names, (b) inventions, (c) works and subject matter in which copyright, neighbouring rights or moral rights subsist, (d) industrial designs, (e) know-how, trade secrets, proprietary information, confidential information and information of a sensitive nature that have value to the Target Entities' business or relate to business opportunities, in whatever form communicated, maintained or stored, (f) telephone numbers and facsimile numbers, (g) registered domain names, and (h) social media usernames and other internet identities and all account information relating thereto.

"Liability" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, certain or uncertain, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Permits and Licences" means the permits, licences, authorizations, approvals or other evidence of authority issued to, granted to, conferred upon, or otherwise created for any Target Entity, including Brunswick Endoscopy's Agrément Canada accreditation, TCC Pointe-Claire's GMF accreditation and BMC's GMF/GMF-R accreditation and that remain in effect as of the date of the Re-Amended SPA.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

"Purchased Shares" means the BHG Shares and the BLT Shares.

"QST" means all Québec sales tax imposed pursuant to the *Act respecting the Québec sales tax*, R.S.Q. c. T-0.1.

“Retained Assets” means all of the assets owned by any Target Entity immediately prior to the Pre-Closing Reorganization other than the Excluded Assets, which include, for greater certainty, the Excluded Shares, and the BLT Excluded Assets; for greater certainty, the Retained Assets will include the rights, title and interest in and to the assets set out in **Schedule “E”**

“Retained Contracts” means the Contracts listed in **Schedule “G”** hereto, all employment agreements and all Contracts with any of the physicians affiliated to the BHG Target Entities to which any Target Entity is a party or by which any Target Entity or any of the Retained Assets is bound or under which any Target Entity has rights. For greater certainty, the Retained Contracts shall not include the Excluded Contracts and the Retained Contracts shall include all contracts of employment of Employees.

“Retained Employees” means all Employees.

“Retained Liabilities” means the Liabilities of the Target Entities listed in **Schedule “F”**, unless any of them have been designated as Excluded Liabilities in accordance with Section 4.6 of the Re-Amended SPA, as the case may be.

“Statutory Plans” means statutory benefit plans which any Target Entity is required to participate in or comply with, including the Canada and Quebec Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation.

“TD Bank” means The Toronto-Dominion Bank.

“TD Credit Agreement” means the letter of offer dated August 3, 2021, as amended on September 13, 2021 and April 25, 2022, TD Bank extended certain credit facilities to Brunswick Health Group, DMSC, BMC, SanoMed, BMC Glen and 8981515 Canada Inc. in the initial amount of \$18,167,807, filed as Exhibit R-24 in support of the *Application to Continue Proceedings Commenced under the Bankruptcy and Insolvency Act and for a Transition Order* dated January 9, 2024 in the CCAA Proceedings;

**Schedule B
Closing Certificate**

**SUPERIOR COURT
(Commercial Division)**

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL
No.: 500-11-062636-234
500-11-063060-236**

In the matter of the of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 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

BRUNSWICK LABS & TESTS INC.

Debtor

RAYMOND CHABOT INC.

Monitor / Applicant

MNP LTD.

BLT NOI Trustee

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(QUÉBEC)**

Mis-en-cause

Closing Certificate

RECITALS:

WHEREAS on July 14, 2023, Brunswick Health Group Inc. (**BHG**), 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. and 8981515 Canada Inc. (**898 Canada**) (collectively, **Brunswick Group** and, excluding 898 Canada, the **CCAA Debtors**) each filed a Notice of intention pursuant to the *Bankruptcy and Insolvency Act* (the **BIA Proceedings**);

WHEREAS C.S. Adjami Inc. was appointed as trustee to the notices of intention filed by the entities of Brunswick Group;

WHEREAS on October 30, 2023, Brunswick Labs & Tests Inc. (**BLT**) filed a Notice of intention pursuant to the BIA;

WHEREAS MNP Ltd. (the **BLT NOI Trustee**) was appointed as trustee to the notice of intention filed by BLT;

WHEREAS on November 28, 2023, the Court issued an Approval and Vesting Order (the **Vesting Order**) thereby, *inter alia*, authorizing and approving the purchase and sale and other transactions contemplated in the amended and restated share purchase agreement dated as of November 27, 2023, entered into by and between (i) 15529301 Canada Inc. (the **Purchaser**), (ii) BHG, (iii) Vince Trevisonno, (iv) 9508503 Canada Inc., as guarantor (the **Guarantor**), and (v) BLT (the **Initial SPA**);

WHEREAS on January 12, 2024, the Court issued a Transition Order thereby continuing the BIA Proceedings of the CCAA Debtors under the *Companies' Creditors Arrangement Act* (the **CCAA Proceedings**) and appointed Raymond Chabot Inc. as monitor of the CCAA Debtors (the **Monitor**);

WHEREAS on January 22, 2024, the Court issued an Amended and Restated Transition Order, which, *inter alia*, extended the stay of proceedings until and including March 22, 2024, and granted additional powers to the Monitor;

WHEREAS on February 9, 2024, the Court issued an Amended and Restated Vesting Order (the **Amended and Restated RVO**) thereby, *inter alia*, authorizing and approving the purchase and sale and other transactions (the **Transactions**) contemplated in the second amended and restated share purchase agreement dated January 31, 2024 entered between (i) the Purchaser, (ii) BHG, (iii) Vince Trevisonno, (iv) the Guarantor, (v) Laurent Amram and (vi) BLT (the **Re-Amended SPA**);

WHEREAS the Amended and Restated RVO contemplates the issuance of this Closing Certificate once all the conditions to the closing of the Transactions have been satisfied or waived by the parties thereto.

THE MONITOR AND THE BLT NOI TRUSTEE CERTIFY THAT:

- (a) the Re-Amended SPA has been executed and delivered;
- (b) the BLT Consideration (as defined in the Re-Amended SPA) has been paid by the Purchaser;

- (c) the BHG Initial Consideration (as defined in the Re-Amended SPA) has been paid by the Purchaser; and
- (d) all conditions to the closing of the Transactions have been satisfied or waived by the parties thereto as evidenced by the Conditions Certificates (as defined in the Re-Amended SPA).

This Certificate was issued by the Monitor and BLT NOI Trustee at ____ [TIME] on _____ [DATE].

Raymond Chabot Inc. in its capacity as Monitor, and not in its personal or corporate capacity.

Name: _____

Title: _____

MNP Ltd. in its capacity as BLT NOI Trustee, and not in its personal or corporate capacity.

Name: _____

Title: _____

Schedule C
Excluded Assets

A. Brunswick Health Group Inc.

1. All of the issued and outstanding shares, as at the Closing Time, in the share capital of:
 - a. 8981515 Canada Inc., including, for greater certainty, all assets, Contracts and Liabilities of 8981515 Canada Inc.;
 - b. Brunswick Medical Centre @ Glen Inc., including, for greater certainty, all assets, Contracts and Liabilities of Brunswick Medical Centre @ Glen Inc.; and
 - c. DMSC Real Estate Inc., including, for greater certainty, the Brunswick Building and all rights and interest of DMSC Real Estate Inc. in, to and under all leases and offers to lease, or lease arrangements (written, verbal or tacit) for the occupation of space in the Brunswick Building and all other assets, Contracts and Liabilities of DMSC Real Estate Inc.
2. Cash in excess of the amount payable, as the case may be, for the working capital adjustment.
3. All amounts of GST and QST that is actually recovered, whether by refund or credit against GST or QST payable, in connection with the jointly identified professional fees incurred in connection with the BIA Proceedings and prior to the Closing Time.

B. SanoMed Solutions Inc.

1. Cash in excess of the amount payable, as the case may be, for the working capital adjustment.
2. All amounts of GST and QST that is actually recovered, whether by refund or credit against GST or QST payable, in connection with the jointly identified professional fees incurred in connection with the BIA Proceedings and prior to the Closing Time.

C. Brunswick Endoscopy Inc.

1. Cash in excess of the amount payable, as the case may be, for the working capital adjustment.
2. All amounts of GST and QST that is actually recovered, whether by refund or credit against GST or QST payable, in connection with the jointly identified professional fees incurred in connection with the BIA Proceeding and the CCAA Proceeding and prior to the Closing Time.

D. The Children's Clinic @ Pointe-Claire Inc.

1. Cash in excess of the amount payable, as the case may be, for the working capital adjustment.
2. All amounts of GST and QST that is actually recovered, whether by refund or credit against GST or QST payable, in connection with the jointly identified professional fees incurred in connection with the BIA Proceeding and the CCAA Proceeding and prior to the Closing Time.

E. Brunswick Medical Center Inc.

1. Cash in excess of the amount payable, as the case may be, for the working capital adjustment.
2. All amounts of GST and QST that is actually recovered, whether by refund or credit against GST or QST payable, in connection with the jointly identified professional fees incurred in connection with the BIA Proceeding and the CCAA Proceeding and prior to the Closing Time.

F. 6892094 Canada Inc.

1. Cash in excess of the amount payable, as the case may be, for the working capital adjustment.
2. All amounts of GST and QST that is actually recovered, whether by refund or credit against GST or QST payable, in connection with the jointly identified professional fees incurred in connection with the BIA Proceeding and the CCAA Proceeding and prior to the Closing Time.

G. Brunswick Minor Surgery Inc.

1. Cash in excess of the amount payable, as the case may be, for the working capital adjustment.
2. All amounts of GST and QST that is actually recovered, whether by refund or credit against GST or QST payable, in connection with the jointly identified professional fees incurred in connection with the BIA Proceeding and the CCAA Proceeding and prior to the Closing Time.

H. Brunswick Research Inc.

1. Cash in excess of the amount payable, as the case may be, for the working capital adjustment.
2. All amounts of GST and QST that is actually recovered, whether by refund or credit against GST or QST payable, in connection with the jointly identified professional fees incurred in connection with the BIA Proceeding and the CCAA Proceeding and prior to the Closing Time.

I. Brunswick Labs & Tests Inc.

1. All cash.
2. All rights of BLT in connection with any reviewable transactions.
3. The following assets of BLT used in connection with the operations of 8981515 Canada Inc.:
 - a. Leasehold Right exclusivity 5100 de Maisonneuve;
 - b. Two (2) Computer (PC:HP, SCREEN: LG);

- c. One (1) Printer Lexmark MX 710;
 - d. One (1) Label machine GK420d;
 - e. Two (2) Phone Yealink T40G;
 - f. One (1) Interact machine Clover;
 - g. Furniture: one (1) desk chair, two (2) stools, one (1) Ikea drawer, five (5) seats, one (1) mounted desk; and
 - h. Medical equipment: one (1) Welch Allyn wallboard, two (2) recliner, one (1) Vaccine Fridge.
4. All amounts of GST and QST that is actually recovered, whether by refund or credit against GST or QST payable, in connection with the jointly identified professional fees incurred in connection with the BIA Proceeding and the CCAA Proceeding and prior to the Closing Time.

**Schedule D
Excluded Contracts**

A. Brunswick Health Group Inc.

1. IT Consulting and Support Contract MSP365 with Mips Media Inc.

B. SanoMed Solutions Inc.

1. N/A

C. Brunswick Endoscopy Inc.

1. N/A

D. The Children's Clinic @ Pointe-Claire Inc.

1. N/A

E. Brunswick Medical Center Inc.

1. N/A

F. 6892094 Canada Inc.

1. N/A

G. Brunswick Minor Surgery Inc.

1. N/A

H. Brunswick Research Inc.

1. N/A

I. Brunswick Labs & Tests Inc.

1. Any and all leases for space at the Glen site of the MUHC used in connection with the operations of 8981515 Canada Inc., a list of which shall be provided by the BLT Shareholder and approved by the Purchaser prior to the Closing Date.
2. Any and all contracts relating to the *Marge de crédit Solution Libre-Affaires* made available to Brunswick Labs & Tests Inc. by Fédération des caisses Desjardins du Québec.

**Schedule E
Retained Assets**

A. All Target Entities

1. All rights and interests under or pursuant to all warranties, representations and guarantees, express, implied or otherwise, of or made by suppliers or others in connection with the Retained Assets or the Retained Liabilities or otherwise arising from the operation of any Target Entity's business;
2. All Account Receivables;
3. All Intellectual Property;
4. The Retained Contracts;
5. The Permits and Licences;
6. The Books and Records;
7. All goodwill;
8. The Hardware;
9. All proceeds of any or all of the foregoing received or receivable after the Closing Time.

B. Brunswick Health Group Inc.

1. All of the outstanding and issued shares, as at the Closing Time, in the share capital of:
 - a. SanoMed Solutions Inc.;
 - b. Brunswick Endoscopy Inc.;
 - c. The Children's Clinic @ Pointe-Claire Inc.;
 - d. Brunswick Medical Center Inc.;
 - e. 6892094 Canada Inc.;
 - f. Brunswick Minor Surgery Inc.; and
 - g. Brunswick Research Inc.
2. Fifty percent (50%) of all of the issued and outstanding shares, as at the Closing Time, in the share capital of 10162884 Canada Inc.

C. SanoMed Solutions Inc.

1. N/A

D. Brunswick Endoscopy Inc.

1. N/A

E. The Children's Clinic @ Pointe-Claire Inc.

1. N/A

F. Brunswick Medical Center Inc.

1. N/A

G. 6892094 Canada Inc.

1. Forty-Nine percent (49%) of all of the outstanding and issued shares, as at the Closing Time, in the share capital of 6892116 Canada Inc. (d.b.a. Centre de Radiologie Brunswick).

H. Brunswick Minor Surgery Inc.

1. N/A

I. Brunswick Research Inc.

1. N/A

J. Brunswick Labs & Tests Inc.

1. N/A

**Schedule F
Retained Liabilities**

A. Brunswick Health Group Inc.

1. All Liabilities under the Retained Contracts accruing and arising from and after the Closing Time.
2. All Liabilities with respect to the Employee Plans of the Retained Employees.

B. SanoMed Solutions Inc.

1. All Liabilities under the Retained Contracts accruing and arising from and after the Closing Time.
2. All Liabilities with respect to the Employee Plans of the Retained Employees.

C. Brunswick Endoscopy Inc.

1. All Liabilities under the Retained Contracts accruing and arising from and after the Closing Time.
2. All Liabilities with respect to the Employee Plans of the Retained Employees.

D. The Children's Clinic @ Pointe-Claire Inc.

1. All Liabilities under the Retained Contracts accruing and arising from and after the Closing Time.
2. All Liabilities with respect to the Employee Plans of the Retained Employees.

E. Brunswick Medical Center Inc.

1. All Liabilities under the Retained Contracts accruing and arising from and after the Closing Time.
2. All Liabilities with respect to the Employee Plans of the Retained Employees.

F. 6892094 Canada Inc.

1. All Liabilities under the Retained Contracts accruing and arising from and after the Closing Time.
2. All Liabilities with respect to the Employee Plans of the Retained Employees.

G. Brunswick Minor Surgery Inc.

1. All Liabilities under the Retained Contracts accruing and arising from and after the Closing Time.
2. All Liabilities with respect to the Employee Plans of the Retained Employees.

H. Brunswick Research Inc.

1. All Liabilities under the Retained Contracts accruing and arising from and after the Closing Time.
2. All Liabilities with respect to the Employee Plans of the Retained Employees.

I. Brunswick Labs & Tests Inc.

1. All Liabilities under the Retained Contracts accruing and arising from and after the Closing Time.
2. All Liabilities with respect to the Employee Plans of the Retained Employees.

**Schedule G
Retained Contracts and Cure Costs**

Debtor Legal Entity(ies)	Counterparty	Description	Cure Costs
Brunswick Health Group Inc.	Ceridian Canada Ltd.	Service Exhibit – Canadian Managed Payroll Services for Small Businesses, Agreement ID CX-18072-105375, dated December 27, 2012, as amended or renewed	Nil
Brunswick Labs & Tests Inc.	Ceridian Canada Ltd.	<p>Master Services Agreement dated February 17, 2016, as amended or renewed</p> <p>Service Exhibit – Ceridian HR Payroll dated February 17, 2016, as amended or renewed</p> <p>Pricing Schedule – Ceridian Canadian Pricing dated February 11, 2016, as amended or renewed</p> <p>Order Form No. Q-20757 dated September 18, 2018, as amended or renewed</p>	Nil
Brunswick Health Group Inc. Brunswick Medical Center Inc.	Ceridian Canada Ltd.	<p>Service Agreement dated March 26, 2013, Agreement ID CX-18278-105539, as amended or renewed</p> <p>Service Exhibit – Ceridian Dayforce Human Capital Management – Workforce Management, Agreement ID CX-18278-105539, dated March 26, 2013, as amended or renewed</p> <p>Pricing Schedule for Service Exhibit dated March 28, 2013, as amended or renewed</p> <p>Amended and Restated Order Form No. Q-112613 dated September 28, 2018, as amended or renewed</p> <p>Implementation Services – Statement of Work dated March 26, 2013, as amended or renewed</p>	Nil
Brunswick Medical Center Inc.	Ceridian Canada Ltd.	Customer Amending Agreement dated December 27, 2012 Service Exhibit – Canadian Managed Payroll Services for Small Business, dated December 27, 2012, as amended or renewed Pricing Schedule dated December 27, 2012, as amended or renewed	Nil

Brunswick Medical Center Inc.	Ms. Soraya Hafsi	Professional services contract establishing the terms and conditions of the contractual relationship between the GMF and the pharmacist in the context of the <i>Programme GMF</i> effective as of April 1, 2022 and any renewal or subsequent contracts between the parties establishing the terms and conditions of the contractual relationship between the GMF and the pharmacist in the context of the <i>Programme GMF</i> .	88,428.00 \$
Brunswick Medical Center Inc. Brunswick Minor Surgery Center Inc.	Apexium Medical Group Inc.	ISSA RIS/PACS Maintenance and Support Agreement and any renewal or subsequent contracts between the parties for the provision of services relating to ISSA RIS/PACS Software maintenance/Support/Updates, ISSA RIS/PACS Software disaster recovery backup (DRBU) and IT Hardware & Service Support (non-RIS/PACS Software).	710.00 \$
Brunswick Medical Center Inc. The Children's Clinic @ Pointe-Claire Inc.	Omni-Med.com Inc.	<i>Contrat de service</i> dated March 30, 2023	Nil
Brunswick Medical Center Inc.	CWB National Leasing Inc.	Lease agreement No. 2933954 dated April 24, 2019	Nil
Brunswick Health Group Inc.	Xerox Canada Ltd.	Contract dated May 31, 2019, including Standard Terms and Conditions (TC0200), Supplemental Terms and Conditions (TC1100), Additional Products, Maintenance or In-Place Equipment (TC1400, Pre-Authorized Debit (TC2100 – Void Cheque Attached and Credit Rebate (TC2400) Managed Print Services Agreement dated September 24, 2018, as amended, including pursuant to an Amendment to Managed Print Services Agreement dated May 31, 2019	8,676.00 \$
Brunswick Health Group Inc.	BV Communications Inc.	Contract Agreement dated November 16, 2017 for the provision of internet services, as amended or renewed	5,264.00 \$
SanoMed Solutions Inc.	Rank Media Agency (Worldwide Promotions Inc.)	Purchase Order/Terms and Conditions, PO Number 919ta4778 dated September 19, 2023 for the provision of marketing services	Nil

Brunswick Endoscopy Inc.	Olympus Canada Inc.	<p><i>Contrat d'entretien du matériel No. 10256</i> dated September 1, 2022 for the provision of maintenance services for endoscopy equipment</p> <p><i>Contrat de location de matériel No. de location 2071</i> for the lease of endoscopy equipment</p>	Nil
SanoMed Inc.	MEDFAR International Inc.	Agreement for the Implementation of an Electronic Medical Record Solution and any other agreement with MEDFAT International Inc.	Nil
Brunswick Medical Center Inc.	Starbucks Coffee Canada, Inc.	Starbucks Master Licensing Agreement	Nil
Brunswick Medical Center Inc.	CFC Underwriting Limited	Insurance Policy ESM0139713620 and any renewal thereof	Nil
Brunswick Health Group Inc.	Continental Casualty Company	Insurance Policy MMP665447529 and any renewal thereof	Nil
SanoMed Inc.	L'Unique General Insurance Inc.	Insurance Policy 27013531 and any renewal thereof	Nil
Brunswick Medical Center Inc.	L'Unique General Insurance Inc.	Insurance Policy 31204777 and any renewal thereof	Nil
Brunswick Minor Surgery Center Inc.	Beneva Inc.	Insurance Policy 46121861-001 and any renewal thereof	Nil
The Children's Clinic @ Pointe-Claire Inc.	L'Unique General Insurance Inc.	Insurance Policy 27012748 and any renewal thereof	Nil
Brunswick Endoscopy Inc.	Beneva Inc.	Insurance Policy 53082551-002 and any renewal thereof	Nil
Brunswick Minor Surgery Center Inc.	Victor Canada	Insurance Policy SRD623560 and any renewal thereof	Nil
Brunswick Endoscopy Inc.	Victor Canada	Insurance Policy SRD618307 and any renewal thereof	Nil

Brunswick Medical Center Inc. The Children's Clinic @ Pointe-Claire Inc.	Centre intégré universitaires de santé et de services sociaux de l'Ouest-de l'Île-de-Montréal	<i>Entente entre un GMF et un établissement du réseau de la santé et des services sociaux dans le cadre d'une désignation accès réseau and any other contract in connection with a GMF or GMF- R designation</i>	<i>Nil</i>
Brunswick Endoscopy Inc.	EndoSoft LLC	All contracts with EndoSoft LLC	<i>Nil</i>
Brunswick Medical Center Inc. The Children's Clinic @ Pointe-Claire Inc.	ADT Security Services Canada, Inc.	All contracts in connection with account numbers 101277937, 200999639 and 101271781	<i>Nil</i>
Brunswick Medical Center Inc.	LOGNET	All contracts with LOGNET	<i>Nil</i>
Brunswick Medical Center Inc. The Children's Clinic @ Pointe-Claire Inc. SanoMed Inc. Brunswick Minor Surgery Center Inc. Brunswick Endoscopy Inc.	First Data	All contracts with First Data, including in connection with account numbers G28HRY6HB3CN1, XNBEFGFGCAD71, NW8WCS7N27H81, QJXY914MSZBK1 and 6N8Q1V2T29TR1	<i>Nil</i>
Brunswick Medical Center Inc.	Vidéotron	All contracts in connection with account number 75548529-001-8	<i>Nil</i>
Brunswick Medical Center Inc. Brunswick Health Group Inc.	Bell	All contracts in connection with account numbers 5146951162, 5144260519, 5146957087 and BELL TV 8455200510107476	<i>Nil</i>
Brunswick Medical Center Inc. Brunswick Endoscopy Inc.	Pitney Works	All contracts in connection with account numbers 6100-9080- 00332-5852 and 6100-9080-0175-1007	<i>Nil</i>
Brunswick Medical Center Inc. Brunswick Health Group Inc. Brunswick Endoscopy Inc.	Pitney Bowes Leasing	All contracts in connection with account numbers ACC – 0018209622, ACC – 0016583551 and ACC – 0018144495, including contracts bearing numbers 30258439, 40163414 and 40608872	<i>Nil</i>
Brunswick Medical Center Inc.	Xacte	All contracts with Xacte	<i>Nil</i>

Brunswick Endoscopy Inc.	McGill University Health Centre	All contracts with or offers from McGill University Health Centre	Nil
Brunswick Endoscopy Inc.	Centre intégré universitaires de santé et de services sociaux de l'Ouest-de l'Île-de-Montréal	All contracts with or offers from Centre intégré universitaires de santé et de services sociaux de l'Ouest-de l'Île-de-Montréal	Nil

Schedule H
Encumbrances to be Discharged/Reduced

1. Hypothèque conventionnelle sans dépossession inscrite au Registre des droits personnels et réels mobiliers (le **RDPRM**) par The Toronto-Dominion Bank le 5 août 2020 sous le numéro 20-0762997-0007.
2. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par Business Development Bank of Canada le 25 août 2020 sous le numéro 20-0842124-0001.
3. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 23 juin 2022 sous le numéro 22-0693905-0009.
4. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 5 août 2020 sous le numéro 20-0762997-0002.
5. Hypothèque conventionnelle avec dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 5 août 2020 sous le numéro 20-0762997-0009.
6. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par Business Development Bank of Canada le 6 août 2020 sous le numéro 20-0764739-0001.
7. Hypothèque conventionnelle avec dépossession inscrite au RDPRM par Business Development Bank of Canada le 6 août 2020 sous le numéro 20-0764740-0001.
8. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 23 juin 2022 sous le numéro 22-0693905-0001.
9. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par La Banque de Nouvelle-Écosse le 15 juin 2023 sous le numéro 22-0693905-0001.
10. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par Banque de Montréal le 27 juin 2012 sous le numéro 12-0515732-0001.
11. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 10 août 2021 sous le numéro 21-0865167-0009.
12. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 23 juin 2022 sous le numéro 22-0693905-0003.
13. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par Business Development Bank of Canada le 22 août 2022 sous le numéro 22-0919549-0001.
14. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 5 août 2020 sous le numéro 20-0762997-0004.
15. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 10 août 2021 sous le numéro 21-0865167-0006.
16. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par Business Development Bank of Canada le 29 septembre 2021 sous le numéro 21-1052426-0001.
17. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 23 juin 2022 sous le numéro 22-0693905-0007.

18. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 5 août 2020 sous le numéro 20-0762997-0001.
19. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 23 juin 2022 sous le numéro 22-0693905-0011.
20. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par On Deck Capital Canada Inc. le 11 avril 2022 sous le numéro 22-0376552-0080.
21. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 10 août 2021 sous le numéro 21-0865167-0012.
22. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 23 juin 2022 sous le numéro 22-0693905-0005.
23. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 5 août 2020 sous le numéro 20-0762997-0005.
24. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 23 juin 2022 sous le numéro 22-0693905-0008.
25. Hypothèque conventionnelle sans dépossession inscrite au RDPRM par The Toronto-Dominion Bank le 23 juin 2022 sous le numéro 22-0693905-0006.

Schedule I
Charge Termination Certificate

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL
No.: 500-11-062636-234
500-11-063060-236

In the matter of the of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 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

RAYMOND CHABOT INC.

Monitor / Applicant

MNP LTD.

BLT NOI Trustee

Charge Termination Certificate

RECITALS:

WHEREAS on July 14, 2023, Brunswick Health Group Inc. (**BHG**), 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. and 8981515 Canada Inc. (**898 Canada**) (collectively, **Brunswick Group** and, excluding 898 Canada, the **CCAA Debtors**) each filed a Notice of intention pursuant to the *Bankruptcy and Insolvency Act* (the **BIA Proceedings**);

WHEREAS on August 17, 2023, the Superior Court of Québec (Commercial Division) (the **Court**) issued an order (the **NOI Charges Order**) which *inter alia*:

- (a) created a priority charge on all of Brunswick Group's assets, property and undertakings (the **Property**) in the aggregate amount of \$1,250,000 in favour of the The Toronto-Dominion Bank and Business Development Bank of Canada (collectively, the **Interim Lenders**) to secure the obligations of Brunswick Group under the Interim Financing Terms Sheet dated August 16, 2023 (the **Interim Lenders' Charge**);
- (b) created a priority charge in favour of C.S. Adjami Inc., in its capacity as NOI trustee to the entities of Brunswick Group as well as interim receiver, and McCarthy Tétrault LLP, in its capacity as counsel to Brunswick Group, over the Property in the amount of \$150,000 (as subsequently increased to \$200,000, the **NOI Administration Charge**) as security for the payment of their professional fees and disbursements; and
- (c) created a priority charge in favour of PricewaterhouseCoopers Corporate Finance Inc. (**PwC**) in the amount of \$350,000 on the Property (the **Financial Advisor Charge**) as security for the payment of its fees and disbursements.

WHEREAS on January 12, 2024, the Court issued a Transition Order t which *inter alia*:

- (a) continued the BIA Proceedings of the CCAA Debtors under the *Companies' Creditors Arrangement Act* (the **CCAA**) thereby commencing proceeding under the CCAA in respect of the CCAA Debtors (the **CCAA Proceedings**);
- (b) appointed Raymond Chabot Inc. as monitor of the CCAA Debtors (the **Monitor**); and
- (c) appointed Stein & Stein Inc. as representative counsel in the CCAA Proceedings (the **Representative Counsel**) to represent the interest of the physicians and created a priority charge in favour of Stein & Stein Inc. in the amount of \$35,000 on the Property (the **Representative Counsel Charge**) as security for the payment of its fees and disbursements.

WHEREAS on February 9, 2024, the Court issued an Amended and Restated Vesting Order (the **Amended and Restated RVO**) thereby, *inter alia*, authorizing the Monitor to pay the amounts owing to the Interim Lenders under the Amended and Restated Interim Financing Term Sheet dated January 9, 2024 (the **ARIF Term Sheet**), as well as the amounts owing to the beneficiaries of the NOI Administration Charge, a partial amount owed to the beneficiary of the Financial Advisor Charge and all amounts owed to the beneficiary of the Representative Counsel Charge;

WHEREAS the Amended and Restated RVO contemplates the issuance of this Charge Termination Certificate.

THE MONITOR CERTIFIES THAT:

All amounts owing to (i) the Interim Lenders under the ARIF Term Sheet and (ii) the beneficiaries of the NOI Administration Charge and the Representative Counsel Charge have been paid in full.

This Certificate was issued by the Monitor at ____ [TIME] on _____ [DATE].

Raymond Chabot Inc. in its capacity as Monitor, and not in its personal or corporate capacity.

Name: _____

Title: _____