

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
(Commercial Division)  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*,  
R.S.C. 1985, c. C-36)

NO.: 500-11-062636-234

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

**BRUNSWICK HEALTH GROUP INC.  
BRUNSWICK MEDICAL CENTER INC.  
DMSC REAL ESTATE INC.  
THE CHILDREN'S CLINIC @ POINTE-CLAIRE INC.  
SANOMED SOLUTIONS INC.  
BRUNSWICK MEDICAL CENTRE @ GLEN INC.  
BRUNSWICK RESEARCH INC.  
BRUNSWICK MINOR SURGERY CENTER INC.  
BRUNSWICK ENDOSCOPY INC.  
6892094 CANADA INC.**

Respondent/Debtors

-and-

**BUSINESS DEVELOPMENT BANK OF CANADA**, a legal person duly constituted pursuant to the Business Development Bank of Canada Act, having its head office at 5, Place Ville-Marie, 4<sup>th</sup> Floor, in the City and District of Montreal, Province of Québec H3B 5E7;

-and-

**THE TORONTO-DOMINION BANK**, a chartered bank, duly constituted pursuant to the Bank Act (Canada), having its head office at and a place of business at 1350 René Lévesque Boulevard West, 7<sup>th</sup> Floor, in the City and District of Montreal, Province of Québec H3G 1T4;

Applicants

-and-

**RAYMOND CHABOT INC.**, a legal person having a place of business at 2000-600, De la Gauchetière Street West, in the City and District of Montréal, Province of Québec, H3B 4L8;

Monitor

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**APPLICATION TO CONTINUE PROCEEDINGS COMMENCED UNDER THE  
BANKRUPTCY AND INSOLVENCY ACT AND FOR A TRANSITION ORDER UNDER THE  
COMPANIES' CREDITORS ARRANGEMENT ACT**

(Sections 10, 11, 11.02, 11.2, 11.52, 11.6 and ff.  
of the *Companies' Creditors Arrangement Act* (the "CCAA"))

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**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN  
COMMERCIAL DIVISION IN AND FOR THE JUDICIAL DISTRICT OF MONTRÉAL, THE  
APPLICANTS RESPECTFULLY SUBMIT THE FOLLOWING:**

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## I. INTRODUCTION

1. By the present Application to Continue Proceedings Commenced under the Bankruptcy and Insolvency Act and for a Transition Order under the Companies' Creditors Arrangement Act (the "**Transition Application**"), applicants The Toronto-Dominion Bank ("**TD Bank**") and the Business Development Bank of Canada ("**BDC**", and together with TD Bank, the "**Applicants**"), respectfully ask this Honourable Court to:
  - 1.1 Continue the restructuring proceedings of the Debtors under the CCAA and terminate the NOI Proceedings (as defined hereinafter);
  - 1.2 Order the stay of all proceedings and all execution measures that have been commenced or which may be commenced against the Debtors (the "**Stay of Proceedings**") until March 22, 2024;
  - 1.3 Appoint Raymond Chabot Inc. as monitor ("**RCI**" or the "**Proposed Monitor**") to the Debtors in the CCAA proceedings with all increased powers necessary for the supervision of the Debtors' affairs, and to carry out their restructuring process;
  - 1.4 Terminate the NOI Proceedings and the Interim Receivership of the Debtors;
  - 1.5 Grant a priority charge in favour of the Proposed Monitor and its counsel in the amount of \$350,000\$ as security for the payment of their fees and disbursements in the context of these CCAA restructuring proceedings;
  - 1.6 Authorize the amendment of the DIP loan agreement and continue and restate the NOI Interim Financing Charge (as defined hereinafter) under these CCAA restructuring proceedings;
  - 1.7 Restate and continue i) the NOI Representative Counsel Charge, ii) the NOI Admin. Charge and iii) the NOI Financial Advisor Charge, (as hereinafter defined) under these CCAA restructuring proceedings;
  - 1.8 Grant a priority charge in favour of the Applicants' undersigned counsel in the amount of \$250,000\$ as security for the payment of the fees and disbursements incurred by the Applicants in the context of these CCAA restructuring proceedings;
  - 1.9 Establishing the rank of the Charges mentioned above in priority to all other encumbrances, including over the claims of the federal and provincial governments subject to a deemed trust, the whole in accordance with the priority established in the draft Transition Order (as defined hereinafter), Exhibit R-1;

the whole in accordance with the draft Transition Order (the "**Transition Order**"), communicated herewith as **Exhibit R-1**.
2. A compared version of the proposed draft Transition Order to the Standard Initial Order forms proposed by the Commercial Division's General Rules for the District of Montreal is communicated herewith as **Exhibit R-2**.

3. In preparation for the hearing on the present Application, the Proposed Monitor has prepared a report (the “**Proposed Monitor’s Report**”) communicated herewith as **Exhibit R-3**.
4. To facilitate its consultation, the present Application reproduces and completes the facts, procedural history and background context of this file as they are set out in the various applications communicated in the context of the NOI Proceedings (as hereinafter defined), and as they appear from the Court record.

## **II. PROCEDURAL HISTORY**

5. The Debtors, Brunswick Health Group Inc. (“**Brunswick Health Group**”), Brunswick Medical Center Inc. (“**BMC**”), DMSC Real Estate Inc. (“**DMSC**”), The Children’s Clinic @ Pointe-Claire Inc. (“**TCC Pointe-Claire**”), SanoMed Solutions Inc. (“**SanoMed**”), Brunswick Medical Centre @ Glen Inc. (“**BMC Glen**”), Brunswick Research Inc. (“**Brunswick Research**”), Brunswick Minor Surgery Center Inc. (“**Brunswick Minor Surgery**”), Brunswick Endoscopy Inc. (“**Brunswick Endoscopy**”), and 6892094 Canada Inc. (“**689 Canada**”), and 8981515 Canada Inc. (“**TCC Montréal**”, and collectively the “**Brunswick Group**” or, excluding TCC Montréal, the “**Debtors**”) operate a full-service medical center that includes its own medical clinics, third party medical clinics and medical-related tenants (together, the “**Clinics**”).
6. The Brunswick Group is one of the largest medical centers in Québec, and one of the largest in Canada, with 120,000 square feet of operations in its own state of the art medical Property owned by DMSC and located in Pointe-Claire, Québec, known as follows:

*« Un immeuble connu et désigné comme étant le lot numéro SIX MILLION CENT DIX MILLE VINGT-CINQ (6 110 025) du Cadastre du Québec, circonscription foncière de Montréal.*

*Avec la bâtisse y érigée portant les numéros 953-981 boulevard Saint-Jean, à Montréal (Pointe-Claire), province de Québec.*

*Tel que le tout se trouve présentement avec toutes les servitudes actives et passives, apparentes ou occultes attachées audit immeuble. »*

(the “**Pointe-Claire Property**”)

7. On July 14, 2023, each of the Debtors signed a Notice of intention to make a proposal (an “**NOI**”) under the relevant provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) and, on the same day, C.S. Adjami Inc. communicated the NOIs with the Office of the Superintendent of Bankruptcy, and was appointed as trustee thereto (the “**NOI Trustee**”), as appears from the Court record herein.
8. For greater clarity, 8981515 Canada Inc., which also forms part of the Brunswick Group and operated a clinic under the name “The Children’s Clinic @ the Glen” in leased premises owned by the MUHC, and which also filed an NOI on July 14, 2023, is not a party contemplated by the present Application;

9. Absent the commencement of proceedings under the BIA through the filing of NOIs (the “**NOI Proceedings**”) and the protection afforded to it by the automatic stay of proceedings, the Debtors would have been unable to continue their operations while they completed the implementation of their restructuring plan, for the benefit of all of their stakeholders including their creditors, employees, the physicians affiliated to the Debtors (the “**Physicians**”), and the thousands of patients who visit the Clinics every year.
10. On August 9, 2023, the Debtors filed a Motion for an Order Consolidating the NOI Proceedings for Administrative Purposes and Extending the Time Limit to File a Proposal, pursuant to which they requested, *inter alia*, a first extension of the stay period, as appears from the Court record. The short extension was requested to give sufficient time to the parties involved to negotiate the terms of an interim financing Property.
11. On August 11, 2023, the Honourable Christian Immer, S.C.J., issued an *Order Consolidating the NOI Proceedings for Administrative Purposes and Extending the Time Limit to File a Proposal* (the “**NOI Consolidation Order**”), which *inter alia*:
  - 11.1 consolidated, for administrative purposes only, the NOI Proceedings in a single proceeding under Superior Court file No. 500-11-062636-234; and
  - 11.2 extended the time limit to file a proposal and the corresponding stay of proceedings until and including August 18, 2023;

the whole as appears from a copy of the NOI Consolidation Order, communicated herewith as **Exhibit R-4**.
12. On August 16, 2023, the Debtors filed a Motion for an Order (i) Extending the NOI Proceedings, (ii) Approving an Administration Charge, an Interim Financing, an Interim Financing Charge and a Financial Advisor Charge, (iii) Appointing a Representative Counsel, (iv) Appointing an Interim Receiver and (v) Related Relief (the “**NOI Relief Application**”), as appears from a copy of the NOI Relief Application, communicated herewith as **Exhibit R-5**.
13. On August 17, 2023, the Honourable Christian Immer, S.C.J., issued an Order (the “**NOI Charges Order**”) which *inter alia*:
  - 13.1 extended the time limit to file a proposal and the corresponding stay of proceedings until and including October 2, 2023;
  - 13.2 authorized the Debtors to borrow from the Applicants, as interim lenders, up to a maximum principal amount of \$1,000,000 (the “**NOI Interim Financing**”) on the terms and conditions set forth in the Interim Financing Term Sheet dated August 16, 2023 (the “**Interim Financing Term Sheet**”), a copy of which is communicated herewith as **Exhibit R-6**, and created a priority charge on all of the Debtors’ assets, property and undertakings (the “**Property**”) in the aggregate amount of \$1,250,000 in favour of the Applicants (the “**NOI Interim Lenders Charge**”);
  - 13.3 granted a charge in favour of PricewaterhouseCoopers Corporate Finance Inc. (“**PwC CF**”) in the amount of \$350,000 on the Property (the “**NOI Financial Advisor Charge**”) as security for the payment of PwC CF’s fees and

disbursements, as provided in the NOI Charges Order and as modified and amended by the Nov. 28<sup>th</sup> Order (as hereinafter defined);

- 13.4 granted a charge in favour of the NOI Trustee and counsel to the Debtors in the amount of \$150,000 on the Property (the "**NOI Admin Charge**") and a charge in favour of the Representative Counsel (as defined below) in the amount of \$35,000 (the "**NOI Rep. Counsel Charge**") and together with the NOI Admin Charge, the NOI Interim Financing Charge and the NOI Financial Advisor Charge, the "**NOI Charges**") as security for the payment of their fees and disbursements;
- 13.5 authorized the Debtors to pay an amount of \$700,000 representing the billings collected by The Debtors prior to the filing of the NOIs from the RAMQ as well as from hospital and private billing, which was scheduled to be paid to the Physicians on July 21, 2023 (the "**Cycle 28 Payment**") in installments as provided in the Interim Financing Term Sheet, and pay amounts due to each Physician in connection therewith subject to each Physician undertaking to continue to provide medical services at the Clinics owned by the Debtors until (i) the closing of a transaction or (ii) the date on which it is determined that no transaction in respect of the Debtors' medical operations will occur;
- 13.6 appointed the NOI Trustee to act as interim receiver in connection with the payment of RAMQ and private billings to occur during the NOI Proceedings to certain Physicians; and
- 13.7 appointed Stein & Stein Inc. (the "**Representative Counsel**") as representative counsel in the NOI Proceedings to represent the interest of the Physicians;

as appears from a copy of the NOI Charges Order, communicated herewith as **Exhibit R-7**.

14. On September 29, 2023, the Debtors filed a *Motion for an Order Extending the NOI Proceedings*, as appears from the Court record.
15. On October 2, 2023, Mtre. Patrick Gosselin, Registrar, issued an *Order Extending the NOI Proceedings* which extended the time limit to file a proposal and the corresponding stay of proceedings until and including October 10, 2023, as appears from the Court record.
16. On October 6, 2023, the Debtors filed a *Motion for an Order Extending the NOI Proceedings*, as appears from the Court record.
17. On October 10, 2023, Mtre. Vincent-Michel Aubé, Registrar, issued an *Order Extending the NOI Proceedings* which *inter alia* extended the time limit to file a proposal and the corresponding stay of proceedings until and including November 3, 2023, as appears from the Court record.
18. On October 31, 2023, the Debtors filed a *Motion for an Order Extending the NOI Proceedings and Increasing the Administration Charge*, as appears from the Court record.
19. On November 1, 2023, the Honourable Christian Immer, S.C.J., issued an *Order* (the "**November 1<sup>st</sup> Order**") which *inter alia* extended the time limit to file a proposal and the corresponding stay of proceedings until and including November 22, 2023 and

increased the NOI Admin Charge to \$200,000, as appears from a copy of the November 1<sup>st</sup> Order, communicated herewith as **Exhibit R-8**.

20. On November 19, 2023, the Debtors filed a Motion for the Issuance of an Approval and Vesting Order and for an Order Extending the NOI Proceedings and Amending the Financial Advisor Charge, as appears from the Court record.
21. On November 22, 2023, the Honourable Christian Immer, S.C.J., rendered an Order extending the time limit for the Debtors to file a proposal and the corresponding stay of proceedings until and including November 28, 2023, as appears from the Court record.
22. On November 28, 2023, the Honourable Christian Immer, S.C.J., issued *inter alia* the following orders:
  - 22.1 an *Approval and Vesting Order* (the “**RVO**”) with respect to (a) the purchase and sale and other transactions contemplated in the amended and restated share purchase agreement (the “**Purchase Agreement**”) dated as of November 27, 2023 entered into by and between (i) 15529301 Canada Inc. (the “**Purchaser**”), and (ii) BHG, (iii) Vince Trevisonno, and (iv) 9508503 Canada Inc. (the “**Guarantor**”), as guarantor, and (b) the pre-closing reorganization steps contemplated in Schedule A to the Purchase Agreement (collectively, the “**Transaction**”), as appears from a copy of the RVO, communicated herewith as **Exhibit R-9**; and
  - 22.2 an order extending the time limit for the Debtors to file a proposal and the corresponding stay of proceedings until and including December 15, 2023, and amending the NOI Financial Advisor Charge (the “**Nov. 28<sup>th</sup> Order**”), as appears from a from a copy of the Nov. 28<sup>th</sup> Order, communicated herewith as **Exhibit R-10**.
23. On December 12, 2023, the Debtors filed a *Motion for the Issuance of an Order Extending the NOI Proceedings* (the “**6<sup>th</sup> Extension Application**”) as appears from a copy of the 6<sup>th</sup> Extension Application, communicated herewith as **Exhibit R-11**.
24. On December 14, 2023, the Honourable Christian Immer, S.C.J. issued an *Order extending the NOI Proceedings* until and including December 27, 2023, as appears from the Court record.
25. On December 23, 2023, the Debtors filed a *Motion for the Issuance of an Order Extending the NOI Proceedings*, as appears from the Court record.
26. On December 27, 2023, the Honourable Christian Immer, S.C.J. issued a further *Order extending the NOI Proceedings* until and including January 12, 2023, as appears from the Court record.

### III. THE DEBTORS’ BUSINESS AND OPERATIONS

27. The Debtors’ business and operations are more fully detailed in the NOI Relief Application, Exhibit R-5, and more specifically at paragraphs 8 to 53 thereof.
28. However, it is worthwhile to note that, as the Applicants understand:



- 28.1 in 2009, Brunswick Group acquired the Pointe-Claire Property, which was completely renovated in 2010 and all of Brunswick Group's operations were transferred to the Pointe-Claire Property from Place Frontenac the same year;
- 28.2 As at the date hereof, the Debtors employ approximately 125 employees and approximately 125 physicians are affiliated with its various Clinics. The Debtors continued their operations throughout the NOI proceedings and did not lay-off any of their employees;
- 28.3 The Debtors' operations are centered around two distinct operating segments: (i) operation of medical clinics and (ii) real estate management; and
- 28.4 In the past year, prior to the filing of the NOI Proceedings, the Debtors, in consultation with the Applicants, implemented certain restructuring measures with a view to restructuring its business informally.

#### IV. THE DEBTORS' FINANCIAL DIFFICULTIES

29. As alleged in paragraphs 52 to 71 of the NOI Relief Application, Exhibit R-5, the Applicants understand the Debtors' financial difficulties stem from the following:
  - 29.1 The Debtors have recorded significant operating losses for the past three years, as appears from their 2021 financial statements and 2022 financial statements subject to a review engagement in draft form (the "**2022 Financial Statements**") and interim financial statements for the period ending April 30, 2023, communicated in support of the NOI Relief Application, under seal, as exhibits P-4, P-5 and P-6.
  - 29.2 The Debtors' financial difficulties were caused by a combination of the Covid-19 pandemic and poor governance practices as well as an inadequate administrative and information technology (IT) structure.
  - 29.3 Between 1995 and 2019, the Debtors recorded consistent growth, initially focusing on establishing and strengthening its core operations before evolving into a multidisciplinary medical ecosystem.
  - 29.4 While the start-up of several clinics (Brunswick Minor Surgery in 2012, Brunswick Endoscopy in 2014, TCC Montréal in 2016, Brunswick Research in 2017, and TCC Pointe-Claire as well as BMC Glen in 2019) increased the Debtors' consolidated revenues, it also resulted in a complex legal structure and the need for additional space.
  - 29.5 In 2017, the Debtors initiated the expansion of the Pointe-Claire Property, completing the expansion in December of 2019. Unfortunately, as a result of the Covid-19 pandemic, the Debtors were never able to reap the benefits of the expansion.
  - 29.6 On March 11, 2020, the World Health Organization made the official assessment that the infectious disease of the coronavirus family, Covid-19, had the characteristic of a global pandemic and tightened preventive hygiene

recommendations (elimination of physical contact, end of gatherings and demonstrations, non-essential travel, quarantines, etc.).

29.7 The measures imposed by the government in response to the covid-19 pandemic greatly affected the profitability and liquidity position of the Debtors, including specifically the walk-in clinic, namely because it:

- (i) reduced the number of hours worked by physicians in the Clinics given that many had to work in hospitals, and consequently negatively affected their billings;
- (ii) resulted in a decrease in the number of visits per hour due to increased cleaning in between patients;
- (iii) had an impact on payroll, which increased due to the need to hire an additional security guard and additional cleaning staff; and
- (iv) negatively impacted retail tenants and their capacity to pay rent.

29.8 The Debtors have experienced a liquidity crisis since that time, but were nonetheless able to continue their operations with wage subsidies, rent subsidies, Canadian Emergency Business Account (CEBA) loans, cash injections by shareholders, private loans and the non-payment of rent and property taxes.

29.9 the Debtors' financial difficulties are namely due to the following factors:

- (i) two clinics, BMC Glen and TCC Montréal, have been generating significant negative earnings before interest, taxes, depreciation and amortization (EBITDA) in the amount of approximately \$500,000 per year;
- (ii) the Debtors' consolidated EBITDA is not sufficient to service its debt;
- (iii) in addition to the secured indebtedness owed to TD Bank and BDC, the Debtors have accumulated significant debt including:
  - (a) unpaid property taxes on the Pointe-Claire Property;
  - (b) a private loan with a company related to Construction Triad APG Inc. for approximately \$1,400,000; and
- (iv) the Debtors have and continue to experience difficulties collecting rent from current and past tenants, fees from physicians and advances made to related parties, as appears from the 2022 financial statements (Exhibit P-5, under seal).

29.10 Further, the Debtors' financial difficulties are worsened by the fact that they did not have strong governance practices in place to manage their operational issues. Among other things:

- (i) The Debtors were victim of important employee and management turnover;

- (ii) The Debtors had poor liquidity management (i.e. they did not have cash management processes in place nor weekly cash flow forecasts, they used numerous bank accounts that required several transfers between accounts, they had a significant number of outstanding cheques and relied heavily on their overdraft facilities and lines of credit to operate);
- (iii) the Debtors' IT systems are deficient, which results in an excessive number of medical secretaries and other clerical employees;
- (iv) the Debtors' finance and accounting department did not have the resources to produce accurate and rapidly available monthly financial reports, management dashboards and key performance indicators, which made it difficult for management to make informed decisions in a timely manner;
- (v) the Debtors lacked a full-time chief operating officer and chief financial officer; and
- (vi) the Debtors had poor payroll tracking and analysis.

29.11 While the Debtors implemented restructuring measures in the past year to address their governance issues, the lingering effect of the covid-19 pandemic have continued to affect their business. management expected the Debtors' revenues to return to pre-covid-19 levels in September 2022, but these projections did not materialize.

29.12 The negative impact of the covid-19 pandemic on the Debtor's profitability, in particular on their medical business, is still being felt as at the date hereof.

- 30. Consequently, the Debtors filed the NOIs with the objective to continue operations in the short term, while implementing their restructuring plan, in the best interest of all of their stakeholders.
- 31. Previously, on April 14, 2022, the management of the Debtors hired Mr. Carl Adjami as a consultant (the "**Consultant**") to support the management of the companies with, among other things, cash-flow management, the preparation of a restructuring plan, the execution of the restructuring plan, and to negotiate and communicate with various stakeholders.
- 32. Unfortunately, despite the efforts expended by the Debtors to implement the recommendations of the Consultant included in the restructuring plan, some of the measures were not timely implemented. Ultimately, the implementation of the restructuring plan by the Debtors did not gain sufficient traction to convince the Applicants that an alternative other than a sale and investment solicitation process was appropriate in the circumstances for the benefit of all stakeholders.
- 33. On January 25, 2023, in accordance with the recommendation of the Consultant and with the support of the Applicants, the Debtors retained the services of PwC CF to act as their financial advisor in connection with a potential transaction to sell the Debtors' business and/or assets.

34. PwC CF conducted a sale and investment solicitation process (the “**SISP**”) to solicit offers for a transaction in respect of: (i) the medical operations of the Debtors or (ii) both the medical operations and the Pointe-Claire Property.
35. As alleged previously, the SISP led to the issuance of the RVO and the approval of the Purchase Agreement and the Transaction on November 28, 2023.

## **V. DIFFICULTIES ENCOUNTERED IN THE COMPLETION OF THE TRANSACTION**

36. As at the date hereof, the Transaction has not yet closed despite the fact that the Purchase Agreement provided for an outside closing date of November 23, 2023, and that it was always contemplated that a closing would follow imminently following the approval by the Court of the Purchase Agreement and the Transaction.
37. Although the Purchase Agreement does not contain any financing conditions, BDC, TD Bank, the NOI Trustee, and the Debtors understand that the Purchaser has not yet secured its financing and therefore cannot proceed with the closing of the Transaction as it does not have the funds to pay the consideration contemplated under the Purchase Agreement, unless its financing is disbursed.
38. In their 6<sup>th</sup> Extension Application, Exhibit R-11, the Debtors stated their concerns regarding the Purchaser’s lack of transparency with respect to the closing of the Transaction and, in particular, the NOI Trustee’s concern that he was not being informed on a timely basis and in advance of the anticipated delays directly by the Purchaser.
39. The Debtors alleged that the Purchaser’s failure to close the Transaction in accordance with the terms of the Purchase Agreement and within a reasonable delay following the Court’s approval of the Purchase Agreement and of the Transaction has resulted in a prejudice to the Debtors and their stakeholders, as the Debtors are not only required to continue to finance the medical operations until the closing, but are also prevented from implementing the second phase of their restructuring, namely the conversion of the NOI Proceedings into another type of restructuring proceedings, as the closing of the Transaction was a condition precedent to such second phase.
40. Based on the foregoing and as previously alleged, on December 14, 2023, the Honourable Christian Immer, S.C.J., issued an *Order extending the NOI Proceeding* until and including December 27, 2023, as appears from the Court record, and thereafter, on December 27, 2023, further extended NOI Proceedings until and including January 12, 2024.
41. No further extensions of the NOI proceedings are possible beyond January 12, 2024 pursuant to the BIA, although the insolvency of the Debtors and the issues stemming from such insolvency remain whole at this time.
42. In light of the foregoing, the Applicants respectfully submit that the best course of action is the conversion of the NOI Proceedings of the Debtors to be converted pursuant to the CCAA, the appointment of RCI as Monitor with accrued powers similar to the powers of a receiver under section 243 BIA in order to allow the continuation of the operations of the Debtors, with a view of i) identifying and concluding a transaction with an operator of the Pointe-Claire Clinics, ii) which would allow for an improvement of the occupancy rate and financial performance of the Pointe-Claire Property and ultimately iii) improve the realization value of the Pointe-Claire Property.

## VI. THE DEBTORS' CURRENT FINANCIAL SITUATION

43. As of October 31, 2022, the Debtors had assets with a book value of \$40,073,935 on a consolidated basis, as appears from the 2022 financial statements (Exhibit P-5, *under seal*). the view of the management of the Debtors is that the realization value of these assets, in a liquidation, would be substantially lower than the book value.
44. As at July 10, 2023, the Debtors had, on a consolidated basis, total liabilities amounting to \$46,348,300.
45. As more fully alleged hereinafter:
  - 45.1 On July 7, 2023, TD Bank issued the TD NITES Notices (as hereinafter defined) with respect to its secured advances, as alleged in paragraph 59 hereof and has not renewed the forbearance agreement, which is expired since June 30, 2023;
  - 45.2 On July 11, 2023, BDC issued the BDC NITES Notices (as hereinafter defined) with respect to its secured advances, as alleged in paragraph 53 hereof and has not renewed the forbearance agreement, which is expired since June 30, 2023, and;
  - 45.3 On July 13, 2023, TD Bank and BDC respectively served the Prior Notices (as hereinafter defined) against the Debtors' assets, as alleged in paragraphs 54 and 60 hereof.

## VII. SECURITY REGISTERED AGAINST THE ASSETS OF THE DEBTORS

46. A copy of the index of immovables from the Land Registry Office, registration division of Montreal (the "**Land Registry**") with respect to the Pointe-Claire Property as at December 27, 2023 is communicated herewith as **Exhibit R-12**.
47. Moreover, a search report of the security registered against the assets of Debtors in the Register of Personal and Real Moveable Rights (the "**RPMRR**"), which was communicated as Exhibit P-8 in support of the NOI Relief Application (the "**Search Report**"), is communicated herewith as **Exhibit R-13**.

## VIII. APPLICANTS' INTEREST AND OTHER STAKEHOLDERS

### A. BDC

#### (I) BDC Loan and Indebtedness

48. Pursuant to a letter of offer dated April 17, 2020 (as amended, the "**BDC DMSC Credit Agreement**") entered into between BDC, as lender, Brunswick Health Group and DMSC (together with Brunswick Endoscopy, the "**BDC Borrowers**"), 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, as appears from a copy of the BDC DMSC Credit Agreement, communicated herewith as **Exhibit R-14**.

49. Pursuant to a letter of offer dated July 20, 2021 (as amended, the “**BDC Endoscopy Credit Agreement**”) 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, as appears from a copy of the BDC Endoscopy Credit Agreement, communicated herewith as **Exhibit R-15**.
50. Pursuant to the NOI Charges Order, this Honourable Court authorized the NOI Interim Financing on the terms and conditions set forth in the Interim Financing Term sheet, Exhibit R-6, which authorized the Debtors to borrow from the Applicants up to a maximum principal amount of \$1,000,000, of which approximately \$650,000 as been disbursed.
51. As at January 4, 2024, the Brunswick Health Group and DMSC were indebted towards BDC for an amount of \$20,163,825.70, to be perfected, under the BDC DMSC Credit Agreement and Brunswick Endoscopy was indebted towards BDC for an amount of \$1,066,671.25, to be perfected, under the BDC Endoscopy Credit Agreement, and Brunswick Health Group was indebted towards BDC, under the NOI Interim Financing for \$325,355.44, to be perfected, for a total of approximately \$21,661,840.01 the whole as appears from a copy of a statement of account dated January 4, 2024, communicated herewith as **Exhibit R 16**.

## (II) BDC Security

52. As security for the payment and performance of the obligations of the BDC Borrowers and/or of Brunswick Endoscopy and of the guarantors to such obligations, BDC holds the following security on the Property, namely:
  - 52.1 An Immovable and Movable Hypothec in the amount of \$30,000,000.00 plus an additional hypothec of 20%, dated August 5, 2020, granted by DMSC and Brunswick Health Group, and registered at the Land Registry on August 6, 2020, under number 25 589 558, and in the RPMRR on August 25, 2020, under number 20-0842124-0001, securing all obligations of DMSC and Brunswick Health Groups towards the BDC, charging the Pointe-Claire Property, along with all rent, income, and movable property physically attached to the aforementioned immovable and all indemnities payable under all insurance policies charging the foregoing property communicated herewith, along with its proof of publication, as **Exhibit R-17 (the “BDC Immovable Hypothec #1”)**;
  - 52.2 An Immovable Hypothec in the amount of \$2,000,000.00 plus an additional hypothec of 20%, dated September 28, 2021, granted by DMSC, and registered at the Land Registry on September 29, 2021, under number 26 698 565 and in the RPMRR on September 29, 2021, under number 21-1052426-0001, securing all obligations of Brunswick Endoscopy under the BDC Endoscopy Credit Agreement and charging Pointe-Claire Property, along with all rent, income, and movable property physically attached to the aforementioned immovable and all indemnities payable under all insurance policies charging the foregoing property, communicated herewith, along with its proof of publication, as **Exhibit R-18 (the “BDC Immovable Hypothec #2”)**;

- 52.3 A Movable Hypothec in the amount of \$25,170,000.00 including an additional hypothec of 20%, dated August 5, 2020, granted by BMC, BMC Glen, SanoMed and 689 Canada, The Children's Clinic @ Pointe-Claire Inc., and 8981515 Canada Inc., registered at the RPMRR on August 6, 2020, under number 20-0764739-0001, securing all obligations of DMSC and Brunswick Health Group under the BDC DMSC Credit Agreement, charging all movable property of BMC, BMC Glen, SanoMed and 689 Canada, The Children's Clinic @ Pointe-Claire Inc., and 8981515 Canada Inc, present and future, and all profits related to such property, communicated herewith, along with its proof of publication, as **Exhibit R-19** (the "**BDC Moveable Hypothec #1**");
- 52.4 A Movable Hypothec in the amount of \$25,170,000.00, including an additional hypothec of 20%, dated August 5, 2020, granted by 689 Canada, registered at the RPMRR on August 6, 2020, under number 20-0764740-0001, securing all obligations of DMSC and Brunswick Health Group under the BDC DMSC Credit Agreement, charging all issue outstanding shares, with delivery, of Brunswick Research, Brunswick Minor Surgery and Brunswick Endoscopy owned by 689 Canada, communicated herewith, along with its proof of publication, as **Exhibit R-20** (the "**BDC Moveable Hypothec #2**"); and
- 52.5 A Movable Hypothec in the amount of \$25,170,000.00, including an additional hypothec of 20%, dated August 18, 2022, granted by Brunswick Minor Surgery, Brunswick Research and Brunswick Endoscopy, registered at the RPMRR on August 22, 2022, under number 22-0919549-0001, securing all obligations of DMSC and Brunswick Health Group under the BDC DMSC Credit Agreement and charging all movable property of Brunswick Minor Surgery, Brunswick Research and Brunswick Endoscopy, present and future, and all profits related to such property, communicated herewith, along with its proof of publication, as **Exhibit R-21** (the "**BDC Moveable Hypothec #3**" and together with BDC Immovable Hypothec #1, BDC Immovable Hypothec #2, BDC Moveable Hypothec #1 and BDC Moveable Hypothec #2, the "**BDC Security**").

### (III) BDC NITES Notices and Prior Notices

53. On or about July 11, 2023, the BDC caused to be served upon each of the Debtors Notices of the Intention to Enforce Security pursuant to section 244 of the BIA (the "**BDC NITES Notices**"), as appears from:
- 53.1 NITES Notice to 689 Canada, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-A**;
- 53.2 NITES Notice to Brunswick Health Group, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-B**;
- 53.3 NITES Notice to BMC, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-C**;
- 53.4 NITES Notice to BMC GLEN, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-D**;

- 53.5 NITES Notice to Brunswick Research, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-E**;
  - 53.6 NITES Notice to Brunswick Minor Surgery, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-F**.
  - 53.7 NITES Notice to Brunswick Endoscopy, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-G**;
  - 53.8 NITES Notice to SanoMed, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-H**;
  - 53.9 NITES Notice to TCC Pointe-Claire, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-I**; and,
  - 53.10 NITES Notice to DMSC, dated July 11, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-22-J**.
54. Moreover, on or about July 11, 2023, the BDC caused to be served upon each of the Debtors Prior Notices of Exercise of a Hypothecary Recourse (Sale by Judicial Authority) pursuant to sections 2757 *et seq.* and 2791 *et seq.* C.c.Q. (the "**BDC Prior Notices**"), as appears from:
- 54.1 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the Land Registry on July 12, 2023, under number 28 150 973 and at the RPMRR on July 14, 2023, under number 23-0829215-001, related to BDC Immoveable Hypothec #1, Exhibit R-17, communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-23-A**;
  - 54.2 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the Land Registry on July 12, 2023, under number 28 150 966 and at the RPMRR on July 14, 2023 under number 23-0829452-0001, related to BDC Immoveable Hypothec #2, Exhibit R-18 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-23-B**;
  - 54.3 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the RPMRR on July 14, 2023, under number 23-0829239-0001, related to BDC Moveable Hypothec #1, Exhibit R-19, communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-23-C**;
  - 54.4 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the RPMRR on July 12, 2023, under number 23-0818886-0001, related to BDC Moveable Hypothec #2, Exhibit R-20, communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-23-D**; and
  - 54.5 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the RPMRR on July 12, 2023, under



number 23-0818934-0001, related to BDC Moveable Hypothec #3, Exhibit R-21 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-23-E**.

## **B. TD BANK**

### **(I) TD Bank Loan and Indebtedness**

55. Pursuant to a letter of offer dated August 3, 2021, as amended on September 13, 2021 and April 25, 2022 (the "**TD Credit Agreement**"), TD Bank extended certain credit facilities to Brunswick Health Group, DMSC, BMC, SanoMed, BMC Glen and 8981515 Canada Inc. (collectively, the "**TD Borrowers**") in the initial amount of \$18,167,807, as appears from a copy of the TD Credit Agreement, communicated herewith as **Exhibit R-24**.
56. Pursuant to the NOI Charges Order, this Honourable Court authorized the NOI Interim Financing on the terms and conditions set forth in the Interim Financing Term sheet, Exhibit R-6, which authorized the Debtors to borrow from the Applicants up to a maximum principal amount of \$1,000,000, of which approximately \$650,000 as been disbursed.
57. As at January 8, 2024, the TD Borrowers were indebted towards TD Bank under the TD Credit Agreement for an amount of \$18,205,453.13, to be perfected, and Brunswick Health Group was indebted towards TD, under the NOI Interim Financing for \$325,355,44\$, to be perfected the whole as appears from a copy of a statement of account dated January 8, 2024, communicated herewith as **Exhibit R 25**.

### **(II) TD Bank Security**

58. As security for the payment and performance of the obligations of the TD Borrowers and of the guarantors to such obligations, TD Bank holds the following security on the Property, namely:
  - 58.1 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Health Group in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0007, communicated herewith, along with its proof of publication, as **Exhibit R-26** (the "**Brunswick Health Group TD 2020 Movable Hypothec**").
  - 58.2 A Movable Hypothec in the amount \$30,000,000 plus an additional hypothec of 20% of that amount, executed by Brunswick Health Group in favour of the Bank on June 21, 2022 and registered at RPMRR on June 23, 2022 under number 22-0693905-0009, communicated herewith, along with its proof of publication, as **Exhibit R-27** (the "**Brunswick Health Group TD 2022 MovableHypothec**").
  - 58.3 An Immovable and Movable Hypothec in the amount of \$30,000,000.00 plus an additional hypothec of 20%, dated August 7, 2020, granted by DMSC and registered at the Land Registry on August 13, 2020, under number 25 605 174, securing all obligations of DMSC and Brunswick Health Groups towards TD, charging the Pointe-Claire Property, along with all rent, income, and movable property physically attached to the aforementioned immovable and all indemnities payable under all insurance policies charging the foregoing property

communicated herewith, along with its proof of publication, as **Exhibit R-28** (the “**TD Immovable Hypothec**”);

- 58.4 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by DMSC in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0008, communicated herewith, along with its proof of publication, as **Exhibit R-29** (the “**DMSC TD 2020 Movable Hypothec**”).
- 58.5 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by DMSC in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0012, communicated herewith, along with its proof of publication, as **Exhibit R-30** (the “**DMSC TD 2022 Movable Hypothec**”).
- 58.6 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by BMC in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0004, communicated herewith, along with its proof of publication, as **Exhibit R-31** (the “**BMC TD 2020 Movable Hypothec**”).
- 58.7 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by BMC in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0008, communicated herewith, along with its proof of publication, as **Exhibit R-32** (the “**BMCTD 2022 Movable Hypothec**”).
- 58.8 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by SanoMed in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0005, communicated herewith, along with its proof of publication, as **Exhibit R-33** (the “**SanoMed TD 2020 Movable Hypothec**”).
- 58.9 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by SanoMed in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0006, communicated herewith, along with its proof of publication, as **Exhibit R-34** (the “**SanoMed TD 2022 Movable Hypothec**”).
- 58.10 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by BMC Glen in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0006, communicated herewith, along with its proof of publication, as **Exhibit R-35** (the “**BMC Glen TD 2020 Movable Hypothec**”).
- 58.11 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by BMC Glen in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-22-0693905-0004, communicated herewith, along with its proof of publication, as **Exhibit R-36** (the “**BMC Glen TD 2022 Movable Hypothec**”).

- 58.12 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 8981 in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0003, communicated herewith, along with its proof of publication, as **Exhibit R-37** (the "**8981 TD 2020 Movable Hypothec**").
- 58.13 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 8981 in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0002, communicated herewith, along with its proof of publication, as **Exhibit R-38** (the "**8981 TD 2022 Movable Hypothec**").
- 58.14 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by TCC Pointe-Claire in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0001, communicated herewith, along with its proof of publication, as **Exhibit R-39** (the "**TCC Pointe-Claire TD 2020 Movable Hypothec**").
- 58.15 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by TCC Pointe-Claire in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0011, communicated herewith, along with its proof of publication, as **Exhibit R-40** (the "**TCC Pointe-Claire TD 2022 Movable Hypothec**").
- 58.16 A Movable Hypothec, in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 689 Canada in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0002, communicated herewith, along with its proof of publication, as **Exhibit R-41** (the "**689 Canada TD 2020 Movable Hypothec on Universality**").
- 58.17 A Movable Hypothec on Securities, in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 689 Canada in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0009, communicated herewith, along with its proof of publication, as **Exhibit R-42** (the "**689 Canada TD 2020 Movable Hypothec on Securities**").
- 58.18 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 689 Canada in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0001, communicated herewith, along with its proof of publication, as **Exhibit R-43** (the "**689 Canada TD 2022 Movable Hypothec**").
- 58.19 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Endoscopy in favour of the Bank on August 9, 2021 and registered at the RPMRR on August 10, 2021 under number 21-0865167-0006, communicated herewith, along with its proof of publication, as **Exhibit R-44** (the "**Brunswick Endoscopy TD 2021 Movable Hypothec**").

- 58.20 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Endoscopy in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0007, communicated herewith, along with its proof of publication, as **Exhibit R-45** (the "**Brunswick Endoscopy TD 2022 Movable Hypothec**").
- 58.21 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Minor Surgery in favour of the Bank on August 9, 2021 and registered at the RPMRR on August 10, 2021 under number 21-0865167-0009, communicated herewith, along with its proof of publication, as **Exhibit R-46** (the "**Brunswick Minor Surgery TD 2021 Movable Hypothec**").
- 58.22 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Minor Surgery in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0003, communicated herewith, along with its proof of publication, as **Exhibit R-47** (the "**Brunswick Minor Surgery TD 2022 Movable Hypothec**").
- 58.23 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Research in favour of the Bank on August 9, 2021 and registered at the RPMRR on August 10, 2021 under number 21-0865167-0012, communicated herewith, along with its proof of publication, as **Exhibit R-48** (the "**Brunswick Research TD 2021 Movable Hypothec**").
- 58.24 A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Research in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0005 communicated herewith, along with its proof of publication, as **Exhibit R-49** (the "**Brunswick Research TD 2022 Movable Hypothec**").

All hypothecs filed as Exhibits R-26 to R-49 (the "**TD Security**") and, together with the BDC Security, the ("**Applicants' Security**").

### (III) TD Bank NITES Notices and Prior Notices

59. On or about July 11, 2023, the TD Bank caused to be served upon each of the Debtors Notices of the Intention to Enforce Security pursuant to section 244 of the BIA (the "**TD NITES Notices**" and together with the BDC NITES Notices, the "**Applicants' NITES Notices**"), as appears from:
- 59.1 NITES Notice to Brunswick Health Group, DMSC, BMC, SanoMed, BMC GLEN, 898 Canada, TCC Pointe-Claire, 689 Canada, Brunswick Endoscopy, Brunswick Minor Surgery and Brunswick Research dated July 5, 2023 communicated herewith, along with its proof of service, *en liasse* as **Exhibit R-50**.
60. Moreover, on or about July 11, 2023, the TD Bank caused to be served upon each of the Debtors Prior Notices of Exercise of a Hypothecary Recourse (Sale by Judicial Authority)

pursuant to sections 2757 *et seq.* and 2791 *et seq.* C.c.Q. (the “**TD Prior Notices**” and together with the BDC Prior Notices, the “**Applicants’ Prior Notices**”), as appears from:

- 60.1 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0003 and 23-0822283-0004, related to Brunswick Health Group TD 2020 Moveable Hypothec and Brunswick Health Group TD 2022 Moveable Hypothec, Exhibits R-26 and R-27 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-A**.
- 60.2 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the Land Registry on July 13, 2023, under number 28 152 959, related to DMSC TD Immoveable Hypothec, Exhibit R-28, communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-B**.
- 60.3 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0005 and 23-0822283-0006, related to DMSC TD 2020 Moveable Hypothec and DMSC TD 2022 Moveable Hypothec, Exhibits R-29 and R-30 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-C**.
- 60.4 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0007 and 23-0822283-0008, related to BMC TD 2020 Moveable Hypothec and BMC TD 2022 Moveable Hypothec, Exhibits R-31 and R-32 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-D**.
- 60.5 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under number 23-0822283-0009 and number 23-0822283-0010, related to SanoMed TD 2020 Moveable Hypothec and SanoMed TD 2022 Moveable Hypothec, Exhibits R-33 and R-34 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-E**.
- 60.6 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0009 and 23-0822283-0010, related to BMC Glen TD 2020 Moveable Hypothec and BMC Glen TD 2022 Moveable Hypothec, Exhibit R-35 and Exhibit R-36 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-F**.
- 60.7 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0011 and 23-0822283-0012, related to 8981 Canada TD 2020 Moveable Hypothec and 8981 Canada TD 2022 Moveable Hypothec, Exhibits R-37 and R-38 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-G**.

- 60.8 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0013 and 23-0822283-0014, related to TCC Pointe-Claire TD 2020 Moveable Hypothec and TCC Pointe-Claire TD 2022 Moveable Hypothec, Exhibits R-39 and R-40 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-H**.
- 60.9 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0001 and 23-0822283-0002, related to 689 Canada TD 2020 Moveable Hypothec and 689 Canada TD 2022 Moveable Hypothec, Exhibits R-42 and R-43 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-I**.
- 60.10 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0015 and 23-0822283-0016, related to Brunswick Endoscopy TD 2021 Moveable Hypothec and Brunswick Endoscopy TD 2022 Moveable Hypothec, Exhibits R-44 and R-45 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-J**.
- 60.11 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0017 and 23-0822283-0018, related to Brunswick Minor Surgery TD 2021 Moveable Hypothec and Brunswick Minor Surgery TD 2022 Moveable Hypothec, Exhibits R-46 and R-47 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-K**.
- 60.12 A prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0019 and 23-0822283-0020, related to Brunswick Research TD 2021 Moveable Hypothec and Brunswick Research TD 2022 Moveable Hypothec, Exhibits R-48 and R-49 communicated herewith, along with its proof of service and publication, *en liasse* as **Exhibit R-51-L**.

### **C. OTHER SECURED CREDITORS**

61. The Applicants understand that, as at the date hereof, in addition to the foregoing and to the charges granted under the NOI Charges Order previously detailed:
- 61.1 The Bank of Montreal (“**BMO**”) made various credit facilities, including a \$150,000 overdraft facility available to Brunswick Minor Surgery.
- 61.2 As security for the payment and performance of the obligations of Brunswick Minor Surgery, BMO holds security on all movable property of Brunswick Minor Surgery, as appears from the Search Report, Exhibit R-13.
- 61.3 The BMO overdraft facility is fully drawn.

- 61.4 The Bank of Nova Scotia (“**BNS**”) made available to 6892116 Canada Inc. (d.b.a. Brunswick Radiology) (“**Brunswick Radiology**”) certain credit facilities, which is an entity that is partially owned by 689 Canada (49%).
- 61.5 As security for the obligations of 689 Canada, as guarantor of the obligations of Brunswick Radiology towards BNS, BNS holds security on all movable property of 689 Canada, as appears from the Search Report Exhibit R-13.
62. As at January 2, 2024, DMSC has arrears of property taxes owing in excess of \$1,350,000, as appears from the municipal and school tax statements, communicated in support hereof *en liasse* as **Exhibit R-52**.

#### **D. THE EMPLOYEES**

63. The Applicants further understand that, as of the current time, the Debtors employ approximately 125 employees and all wages owed to the Debtors’ employees are paid in the ordinary course of business. The Debtors do not maintain any pension or retirement plans. Payroll is paid bi-weekly and totals approximately \$390,000 per month. As at the date hereof, no outstanding wages are owed by the Debtors to their employees.

#### **E. THE PHYSICIANS**

64. The Applicants understand as follows:
- 64.1 The nerve of the Debtors’ medical operations consists in providing and managing furnished offices located at the Pointe-Claire Property to approximately 125 affiliated Physicians who practice in the Clinics and provide medical consultations, tests and procedures in exchange for the payment of an administration fee to the Debtors.
- 64.2 The Physicians are an integral part of the Debtors’ going concern business; in the absence of the continued provision of services by the Physicians until the closing of a transaction with respect to the medical operations and the value of the Debtors’ assets would be significantly impacted and a transaction would be imperiled. An exodus of Physicians as a result of the conversion of NOI Proceedings under the CCAA would therefore be catastrophic for the Debtors and the Applicants.
- 64.3 As at July 14, 2023, the Debtors owed approximately \$1,330,000 to the Physicians, which amount includes:
- (i) an amount of \$700,000 representing the billings collected by the Debtors prior to the filing of the NOIs from the RAMQ as well as from hospital and private billing, which was scheduled to be paid to the Physicians on July 21, 2023 (the “**Cycle 28 Payment**”). Half of the said amount of \$700,000, namely the sum of \$350,000 has been paid to the Physicians from the proceeds of the NOI Interim Financing. The balance, representing a further sum of \$350,000 was scheduled to be paid to the Physicians upon closing of the Transaction; and
  - (ii) The balance of \$630,000 represents outstanding amounts due to the Physicians prior to the filing of the NOIs and that are not part of the Cycle 28

Payment, as per The Debtors' books and records and remains subject to confirmation.

65. The Debtors have paid the Physicians in the ordinary course of business throughout the NOI Proceedings. Pursuant to the NOI Charges Order, Exhibit R-7, the Honourable Christian Immer, S.C.J., authorized the Cycle 28 Payment.

#### **F. THE UNSECURED CREDITORS**

66. As of July 10, 2023, The Debtors owed \$5,764,300 to their unsecured creditors, including \$809,500 to Medimo Inc., \$1,400,000 to private lenders and \$399,100 for CEBA loans, as appears from the lists of creditors communicated with the NOI Trustee at the time of the filing of the NOI, communicated in support hereof *en liasse* as **Exhibit R-53**.

#### **IX. FUTURE AND NEED FOR PROTECTION UNDER THE CCAA**

67. In view of the failure to complete the Transaction and Purchase agreement, in the absence of CCAA protection, the Debtors will be deemed bankrupt as of January 15, 2024, which will entail:

67.1 the immediate termination of the operations of the Debtors;

67.2 the loss of approximately 125 jobs;

67.3 the disruption of medical services to the large population which depends on the Clinics and on the Physicians who practice in such Clinics;

67.4 the substantial disruption to such Physicians, who will suddenly be required to relocate to other clinics; and

67.5 the resulting loss of value of the assets of the Debtors, including the Pointe-Claire Property, for all of the Debtors' stakeholders.

68. Therefore, it is imperative to allow the Debtors to continue their operations as a going concern, although under the governance of the Proposed Monitor and subject to this Court's supervision, in order to maintain the Debtor's stakeholders confidence in the Debtor and its operations, including the confidence of the population served by the clinics, the Physicians who practice therein and the suppliers who deliver goods and services to the clinics and are necessary for their continued operation;

69. Ultimately, the Applicants need to obtain the Court's protection in favour of the Debtors in order to ensure that they can preserve the value of the Debtors' assets as a going concern, for the benefit of all stakeholders while maintaining the jobs related thereto.

70. At this stage, and in light of the impending bankruptcy of the Debtors, a court-supervised process under the CCAA is necessary to ensure fair and equitable treatment for all stakeholders.

71. Although the Applicants have, as alleged above, served all required NITES Notices and all necessary Prior Notices, that all of the applicable delays under such notices have now expired, and that as a result, the Applicants would have the right to seek the appointment



of a receiver to the assets of the Debtors pursuant to section 243 BIA, the Applicants and the Proposed Monitor are of the view that, in light of the nature of the Debtors' operations, the greater flexibility of the CCAA will be an important advantage in maintaining the Debtors' operations and the value of the Debtors' assets, for the benefit of all stakeholders.

72. However, the Applicants respectfully submit that within the continued restructuring process, which began under the BIA and, subject to this Court's order, would be continued under the CCAA, RCI should have full authority, subject to this Honourable Court's supervision, to conduct, control and manage, without having the requirement to do so, the affairs and business of the Debtors, and that therefore, that the Proposed Monitor should be granted expanded powers similar to those that would be granted to a receiver under section 243 of the BIA.
73. While the Applicants are willing to continue to support the Debtors' restructuring proceedings, their support is conditional on RCI being granted the expanded powers contemplated pursuant to the Transition Order.
74. The Applicants are also of the view that the continuation of the NOI Proceedings under the CCAA and the appointment of RCI as "super-powered Monitor" are preferable to the simple appointment of a receiver under section 243 BIA, which is the only other solution, in order to maintain the value of the Debtors' assets hypothecated in their favour and from a transactional perspective.
75. A copy of the cash-flow projections of the Debtors (the "**Cash-Flow Projections**") for the period through March 22, 2024, which have been developed and prepared by the Proposed Monitor, in conjunction with the NOI Trustee and management of the Debtors is filed herewith as **Exhibit R-54**.

## **X. APPLICATION OF THE CCAA**

76. As explained above, the Debtors are indebted towards various creditors in an amount that well exceeds the \$5 million requirement of the CCAA.
77. Furthermore, the Debtors are unable to meet their obligations as they become due.
78. Finally, as is also outlined above, the Applicants are persons interested in the matter as defined in section 11 CCAA and have all of the required interest to seek the protection of the CCAA for the benefit of the Debtors' stakeholders.
79. Given the foregoing, the Debtors qualify as debtor companies under the CCAA and meet the requirements thereunder and the Applicants qualify as "persons interested" to make the present Application under the CCAA.
80. The Applicants, in consultation with the Debtors and the Monitor, have determined that it would be in the best interest of all stakeholders that the present proceedings be led by the Applicants rather than the Debtors, and that RCI be granted expanded powers.

## **XI. PROPOSED RESTRUCTURING PLAN**

81. As more fully detailed in the Proposed Monitor's Report, the restructuring plan proposed by the Applicants and the Proposed Monitor can be summarized as follows:

- 81.1 The appointment of RCI as a “Super-Monitor”, granted all accrued powers similar to the powers of a receiver under section 243 BIA, in order to allow the continuation of the operations of the Debtors;
- 81.2 With respect to the operating business of the Debtors, either:
- (i) Closing by the Proposed Monitor of the Transaction with the Purchaser,
  - or
  - (ii) The identification of an operator for the Clinics located in the Pointe-Claire Property. In such respect the Proposed Monitor, the NOI Trustee and representatives and/or counsel for the Applicants have already been in communication with a number of potential such operators, including the *Centre Intégré Universitaire de Santé et de Services Sociaux de l’Ouest de l’Île de Montréal* (“**CIUSSS ODIM**”), which has demonstrated an interest in operating the Clinics in order to avoid disruption of medical services to the vast population served by such Clinics; and
  - (iii) the conclusion of a transaction with such operator (the “**Opco Purchaser**”) for the sale of the assets of the Debtors, with the exception of the assets of DMSC, free and clear of all encumbrances, the whole subject to the authorization of this Honourable Court.
- 81.3 In the event the Purchaser fails to close the Transaction with the Proposed Monitor, the institution by the Proposed Monitor of a claim in damages before this Honourable Court against the Purchaser and the Guarantor with respect to the damages suffered by the Debtors resulting from the Purchaser’s failure to close the Transaction.
- 81.4 The improvement, over a period of time estimated between 12 to 24 months, of the occupancy rate and financial performance of the Pointe-Claire Property as a result of improved management and marketing by the Opco Purchaser, which would lead to an increase in the realization value of the Pointe-Claire Property;
- 81.5 The implementation by the Proposed Monitor of a sales process with respect to the Pointe-Claire Property, likely through the appointment of a real-estate agent knowledgeable in the marketing and sale of similar real estate properties, the whole subject to the approval of this Court;
- 81.6 The sale by the Proposed Monitor of the Pointe-Claire Property free and clear of all encumbrances, again subject to the approval of this Honourable Court;
- 81.7 The Distribution by the Proposed Monitor of the proceeds of the above mentioned transactions to the various creditors who hold security over the assets of the Debtors, with this Court’s authorization; and
- 81.8 In the event the proceeds of sale are sufficient to repay the secured creditors in full and there are sums available for distribution to the Debtors’ unsecured creditors:

- (i) the implementation by the by the Proposed Monitor of a Claims Process, and
- (ii) the filing by the by the Proposed Monitor of a Plan of Arrangement pursuant to the CCAA to allow for the distribution of any balance of the proceeds of sale of the transactions mentioned above after payment of the claims of the various creditors who hold security over the assets of the Debtors, again with this Court's authorization.

## **XII. ORDERS SOUGHT**

### **A. CONTINUATION OF THE PROCEEDINGS UNDER THE CCAA, EXTENSION OF THE STAY OF PROCEEDINGS AND THE ADMINISTRATIVE CONSOLIDATIONS**

- 82. The delay for the Debtors to file proposals pursuant to the BIA expires on January 14, 2024.
- 83. As alleged above, without an order converting the NOI proceedings under the CAAA, the Debtors will be deemed bankrupt on January 15, 2024. In the circumstances described above, the added flexibility of the CCAA is required to proceed to the orderly disposition of the Debtors assets as a going concern and to maintain their value, the whole in the best interests of all stakeholders.
- 84. The Applicants respectfully submit to this Honourable Court that the Stay of Proceedings should be extended until March 22, 2024, in accordance with to the Cash-Flow Projections, Exhibit R-54. As appears from the Cash-Flow Projections, the Debtors operations will not require further interim financing beyond the remaining balance of the existing NOI Interim Financing until the month of March 2024;
- 85. The operations of the Debtors are greatly interrelated. The Applicants submit that it would be appropriate that the administrative consolidation order by this Court in the context of the NOI Proceedings be maintained in these CCAA proceedings, in the same file as the BIA Proceedings, in a manner that guarantees the just, quick, and efficient determination of each proceeding.

### **B. THE APPOINTMENT OF THE PROPOSED MONITOR AND CREATION OF THE CCAA ADMINISTRATION CHARGE**

- 86. The Applicants ask this Honourable Court to appoint RCI (Mr. Ayman Chaaban, CPA, PAIR, SAI) as Monitor, in accordance with the relevant CCAA provisions and the Draft Transition Order.
- 87. RCI has accepted to act as Monitor and it is in all stakeholders' best interests that RCI be named as Monitor.
- 88. The Proposed Monitor, its proposed counsel (McCarthy Tétrault LLP) and the Applicants' counsel (Borden Ladner Gervais LLP for the BDC and Kaufman Lawyers LLP for TD Bank) are all essential to the restructuring efforts of the Debtors, and the Proposed Monitor and its proposed counsel have indicated that they would continue to provide professional services only in the event they are protected by a charge over the Debtors' assets.

89. The Applicants understand that the Proposed Monitor's proposed counsel have obtained the consent of the Debtors to act for the Proposed Monitor going forward.
90. As relates to the Applicants' undersigned counsel, although their fees and disbursement are technically covered by the additional hypothecs found in the various security in Favour of the BDC and the TD Bank, it is respectfully submitted that such fees and disbursements, which will benefit all of the Debtor's stakeholders, also be protected by a charge over the Debtors' assets, but ranking behind all other existing BIA Charges and the charges proposed to be created pursuant to the draft Transition Order, Exhibit R-1;
91. The Applicants therefore ask this Honourable Court for (i) the creation of the CCAA Administration Charge to guarantee the payment of the professional fees of the Proposed Monitor and its counsel, in the amount of \$300,000 (the "**CCAA Administration Charge**") and (ii) the creation of the Applicants' Counsels' Charge, in the amount of \$250,000 (the "**Applicants' Counsels' Charge**"), to guarantee the payment of the professional fees incurred by the Applicant's counsel, the whole in accordance with the priority established in the draft Transition Order, Exhibit R-1 and in paragraph 105 thereof.

### **C. TERMINATION OF NOI PROCEEDINGS**

92. In light of the foregoing, and of the powers to be granted to the Proposed Monitor, the Applicants respectfully submit that the NOI Proceedings be terminated as of the effective time of the Transition Order to be rendered and that the mandate of C.S. Adjami inc., in its capacity as NOI Trustee and Interim Receiver, be terminated as of the effective time of the Transition Order to be rendered.
93. For greater certainty, C.S. Adjami inc. will be required to continue the interim receivership in respect of TCC Montreal in order to distribute the amounts owed to the TCC Montreal physicians prior to the date of an eventual bankruptcy, but that may be collected before or after the date of the bankruptcy of TCC Montreal for and on behalf of the affiliated physicians.

### **D. RESTATEMENT AND CONTINUATION OF BIA CHARGES**

94. As alleged above, pursuant to the NOI Charges Order, Exhibit R-7, this Honourable Court created the NOI Charges, namely, the NOI Interim Lenders Charge, NOI Financial Advisor Charge, NOI Admin Charge and the NOI Rep. Counsel Charge. The Applicants propose to deal with the charges as follows:

#### **(I) Interim Financing and NOI Interim Lenders Charge**

95. As alleged above, pursuant to the NOI Charges Order, this Honourable Court authorized the NOI Interim Financing on the terms and conditions set forth in the Interim Financing Term Sheet, Exhibit R-6, and created the NOI Interim Lenders Charge in the aggregate amount of \$1,250,000 in favour of the Applicants.
96. Currently, an aggregate amount of \$650,000 has been disbursed by the Applicants from the total authorized amount of \$1,000,000 of the NOI Interim Financing, leaving an available balance of \$350,000 (the "**DIP Balance**").

97. As appears from the Cash-Flow Projections, the DIP Balance will be required to fund the Debtors' operations during the first quarter of 2024. The Applicants are prepared to disburse the DIP Balance to the Proposed Monitor, provided the Amended and Restated Interim Financing Term Sheet intervened, subject to this Court's approval, between the Applicants and the Proposed Monitor, communicated herewith as **Exhibit R-55** (the "**ARIF Term Sheet**") be approved by this Honourable Court.
98. As such, the Applicants propose that the NOI Interim Lenders Charge be continued, maintained and restated under these CCAA proceedings, for the same amount, the whole in accordance with the priority established in the draft Transition Order, Exhibit R-1 and in paragraph 108 hereof (hereinafter the "**Interim Lenders Charge**").

**(II) NOI Financial Advisor Charge**

99. As alleged above, pursuant to the NOI Charges Order, this Honourable Court created the NOI Financial Advisor Charge in the amount of \$350,000 as security for the payment of PwC CF's fees and disbursements as relates to the Transaction. Such charge was subsequently amended pursuant to the Nov. 28<sup>th</sup> Order, Exhibit R-10.
100. Considering that there remains a possibility, however remote, that the Purchaser closes the Transaction with the Proposed Monitor subsequent to this Honourable Court granting the present Application, the Applicants propose that the NOI Financial Advisor Charge be continued, maintained and restated under these CCAA proceedings, for the same amount, the whole in accordance with the priority established in the draft Transition Order, Exhibit R-1 and in paragraph 108 hereof. (hereinafter the "**Financial Advisor Charge**").

**(III) NOI Admin Charge**

101. As alleged above, pursuant to the NOI Charges Order, this Honourable Court created the NOI Admin Charge in favour of the NOI Trustee and of counsel to the Debtors, in the amount of \$150,000. Such Charge was subsequently amended and increased to \$200,000 pursuant to the November 1<sup>st</sup> Order, Exhibit R-8.
102. Considering that the fees of the NOI Trustee and of counsel to the Debtors in the context of the NOI Proceedings have not been paid in full to date, the Applicants propose that the NOI Admin Charge be continued, maintained and restated under these CCAA proceedings, for the same amount, the whole in accordance with the priority established in the draft Transition Order, Exhibit R-1 and in paragraph 108 hereof.

**(IV) Representative Counsel and NOI Rep. Counsel Charge**

103. As alleged above, pursuant to the NOI Charges Order, this Honourable Court appointed Representative Counsel to the Physicians and created the NOI Rep. Counsel Charge in favour of the Representative Counsel, in the amount of \$35,000.
104. Applicants understand that the fees and disbursements of Representative Counsel in the context of the NOI Proceedings have been or will shortly be paid in full.
105. Moreover, the Applicants are of the view that the facts alleged at paragraphs 137 to 145 of the NOI Relief Application, Exhibit R-5 as relates to Representative Counsel remain true at the current time, and that such counsel will be able to continue to provide the

Physicians with meaningful and adequate representation in the context of these CAAA Proceedings, at least until the sale of the Clinics.

106. Representative Counsel has agreed to continue to act in such capacity, subject to appointment by this Court and the continuation of the NOI Rep. Counsel Charge in the context of these CAAA Proceedings.
107. Therefore, the Applicants propose that the NOI Rep. Counsel Charge be continued, maintained and restated under these CCAA proceedings, for the same amount, the whole in accordance with the priority established in the draft Transition Order, Exhibit R-1 and in paragraph 108 hereof (the “**Rep. Counsel Charge**”).

#### **E. RANKING OF CCAA CHARGES**

108. The Applicants respectfully requests that this Court grant the following super priority charges on all of the Debtors’ present and future assets, property and undertakings, to rank in priority to all other encumbrances, including over the claims of the Federal and Provincial governments subject to a deemed trust, in the following order of priority:
  - 108.1 The \$1,250,000 Interim Lenders Charge;
  - 108.2 The \$250,000 NOI Admin. Charge;
  - 108.3 The \$35,000 Rep. Counsel Charge;
  - 108.4 The \$350,000 Financial Advisor Charge;
  - 108.5 The \$300,000 CCAA Administration Charge; and, lastly,
  - 108.6 The \$250,000 Applicants’ Counsel’ Charge.

### **XIII. CONCLUSIONS**

109. For the reasons explained above, the Applicants believe it is both appropriate and necessary that the relief being sought be granted. With such relief, the Applicant believes the Debtors, with the assistance of the Proposed Monitor, will be able to restructure their business and affairs and to maximize long term value for the benefit of all stakeholders.
110. Considering the urgency of the situation, the Applicants respectfully submit that the notices given for the presentation of the Application are proper and sufficient.
111. In addition to the above, the emergency of the situation and circumstances surrounding the present Application justify that the orders requested by the present Application be granted notwithstanding appeal.
112. The Applicants further submits that the Application should be granted in accordance with its conclusions.
113. In light of the forgoing, the present Application is well founded in fact and law.

**THEREFORE MAY PLEASE THIS HONOURABLE COURT TO:**

- A. **GRANT** the present Application to Continue Proceedings Commenced under the Bankruptcy and Insolvency Act and for a Transition Order under the Companies' Creditors Arrangement Act (the "**Application**");
- B. **ISSUE** an order in the form of the draft Transition Order communicated in support of the Application as **Exhibit R-1**;
- C. **WITHOUT COSTS**, save and except in case of contestation.

Montréal, January 9<sup>th</sup>, 2024

*Borden Ladner Gervais*

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**Borden Ladner Gervais LLP**  
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Montréal, January 9<sup>th</sup>, 2024

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**Kaufman Lawyers LLP**  
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Notification: ●  
O/File: ●

**AFFIDAVIT**

I, the undersigned, Caroline Comiré, Assistant Vice-President, Restructuring Québec, having my place of business at 5, Place Ville-Marie, 4<sup>th</sup> Floor, in the City and District of Montreal, Province of Québec H3B 5E7, declare under oath that:

1. I am the representative of the Applicant Business Development Bank of Canada in the present proceedings;
2. I have read paragraphs 45.2, 45.3, 46, 47, 48, 49, 50, 51, 52, 52.1 to 52.5, 53, 53.1 to 53.10, 54, 54.1 to 54.5, 61, 61.1 to 61.5, 62, 63, 64, 64.1 to 64.3, 65, 66, 67, 67.1 to 67.5, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 81.1 to 81.8, 86, 87, 88, 89, 90, 91, 97, 105, 106, 107, 108 and 109 of the *Application to continue proceedings commenced under the Bankruptcy and Insolvency Act and for a transition order under the Companies' Creditors Arrangement Act* and all the facts contained therein are true.

AND I HAVE SIGNED in Montréal, QC, on January 9<sup>th</sup>, 2024

*Caroline Comiré*  
\_\_\_\_\_  
Caroline COMIRÉ

Solely declared before me via videoconference in Montréal, QC, on January 9, 2024 having allowed me to recognize Ms. Comiré and to see her read and sign the Affidavit in support of the *Application to continue proceedings commenced under the Bankruptcy and Insolvency Act and for a transition order under the Companies' Creditors Arrangement Act*

*Caroline Boily*  
\_\_\_\_\_  
Caroline Boily



Commissioner for Oaths for Québec # 132,467



**AFFIDAVIT**

I, the undersigned, Gina Polidoro, Manager, Commercial Credit, having my place of business at 1350 René-Lévesque Boulevard West, 7<sup>th</sup> Floor, in the City and District of Montreal, Province of Québec, H3G 1T4, declare under oath that:

1. I am the representative of the Applicant The Toronto-Dominion Bank in the present proceedings;
2. I have read paragraphs 55, 56, 57, 58, 58.1 to 58.24, 59, 60, 60.1 to 60.12, 61, 61.1 to 61.5, 62, 63, 64, 64.1 to 64.3, 65, 66, 67, 67.1 to 67.5, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 81.1 to 81.8, 86, 87, 88, 89, 90, 91, 97, 105, 106, 107, 108 and 109 of the *Application to continue proceedings commenced under the Bankruptcy and Insolvency Act and for a transition order under the Companies' Creditors Arrangement Act* and all the facts contained therein are true.

AND I HAVE SIGNED in Montréal, QC, on January 9<sup>th</sup>, 2024:



\_\_\_\_\_  
Gina POLIDORO

Solely declared before me via videoconference in Montréal, QC, on January 9, 2024 having allowed me to recognize Ms. Polidoro and to see her read and sign the Affidavit in support of the *Application to continue proceedings commenced under the Bankruptcy and Insolvency Act and for a transition order under the Companies' Creditors Arrangement Act*



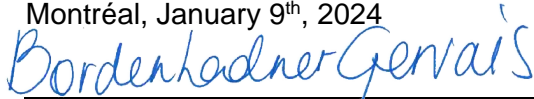
\_\_\_\_\_  
Caroline Boily  
Commissioner for Oaths for Québec # 132,467

## NOTICE OF PRESENTATION

**TAKE NOTE** that the *Application to continue proceedings commenced under the Bankruptcy and Insolvency Act and for a transition order under the Companies' Creditors Arrangement Act* will be presented before the Honourable Christian Immer, J.C.S., of the Montréal Courthouse, on **January 12, 2024**, in a room and a time to be determined or as soon as counsel may be heard.

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

Montréal, January 9<sup>th</sup>, 2024



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Montréal, January 9<sup>th</sup>, 2024

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Notification: ●  
O/File: ●

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
(Commercial Division)  
(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*,  
R.S.C. 1985, c. C-36)

NO.: 500-11-062636-234

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

**BRUNSWICK HEALTH GROUP INC.  
BRUNSWICK MEDICAL CENTER INC.  
DMSC REAL ESTATE INC.  
THE CHILDREN'S CLINIC @ POINTE-CLAIRE INC.  
SANOMED SOLUTIONS INC.  
BRUNSWICK MEDICAL CENTRE @ GLEN INC.  
BRUNSWICK RESEARCH INC.  
BRUNSWICK MINOR SURGERY CENTER INC.  
BRUNSWICK ENDOSCOPY INC.  
6892094 CANADA INC.**

Respondent/Debtors

-and-

**BUSINESS DEVELOPMENT BANK OF CANADA,**

-and-

**THE TORONTO-DOMINION BANK,**

Applicants

-and-

**RAYMOND CHABOT INC.,**

Monitor

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**LIST OF EXHIBITS**

**IN SUPPORT OF THE APPLICATION TO CONTINUE PROCEEDINGS COMMENCED UNDER THE BANKRUPTCY  
AND INSOLVENCY ACT AND FOR A TRANSITION ORDER UNDER THE COMPANIES' CREDITORS  
ARRANGEMENT ACT**

(Sections 10, 11, 11.02, 11.2, 11.52, 11.6 and ff. of the *Companies' Creditors Arrangement Act* (the "CCAA"))

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- EXHIBIT R-1:** Draft Transition Order;
- EXHIBIT R-2:** Compared version of the proposed draft Transition Order;
- EXHIBIT R-3:** Report prepared by the Proposed Monitor;
- EXHIBIT R-4:** NOI Consolidation Order issued by the Honourable Christian Immer, S.C.J. on August 11, 2023;
- EXHIBIT R-5:** NOI Relief Application as filed by the Debtors on August 16, 2023;
- EXHIBIT R-6:** Interim Financing Term Sheet dated August 16, 2023;
- EXHIBIT R-7:** NOI Charges Order issued by the Honourable Christian Immer, S.C.J. on August 17, 2023;
- EXHIBIT R-8:** Order issued by the Honourable Christian Immer, S.C.J. on November 1, 2023;

- EXHIBIT R-9:** *Approval and Vesting Order* issued by the Honourable Christian Immer, S.C.J. on November 28, 2023;
- EXHIBIT R-10:** Order extending the time limit for the Debtors to file a proposal issued by the Honourable Christian Immer, S.C.J. on November 28, 2023;
- EXHIBIT R-11:** Debtors' *Motion for the Issuance of an Order Extending the NOI Proceedings* dated December 12, 2023;
- EXHIBIT R-12:** Index of immovables with respect to the Pointe-Claire Property as at December 27, 2023 from the Land Registry office of Montreal;
- EXHIBIT R-13:** Search report of the security registered against the assets of Debtors in the Register of Personal and Real Moveable Rights;
- EXHIBIT R-14:** Letter of offer dated April 17, 2020 entered into between BDC and DMSC and BMC, BMC Glen, TCC Montréal, SanoMed, TCC Pointe-Claire, Brunswick Endoscopy, 689 Canada and Brunswick Minor Surgery, in the initial amount \$20,975,000, the **BDC DMSC Credit Agreement**;
- EXHIBIT R-15:** Letter of offer dated July 20, 2021 entered into between BDC, Brunswick Endoscopy, and Brunswick Health Group, BMC, BMC Glen, TCC Montréal, SanoMed, TCC Pointe-Claire, DMSC, 689 Canada and Brunswick Minor Surgery, in the amount of \$1,393,000, the **BDC Endoscopy Credit Agreement**;
- EXHIBIT R-16:** Statement of account as at January 4, 2024 by the BDC to the Brunswick Health Group and DMSC;
- EXHIBIT R-17:** *En liasse*, an Immovable and Movable Hypothec in the amount of \$30,000,000.00 plus an additional hypothec of 20%, dated August 5, 2020, granted by DMSC and Brunswick Health Group, registered at the Land Registry on August 6, 2020, under number 25 589 558, and in the RPMRR on August 25, 2020, under number 20-0842124-0001, with its proof of publication;
- EXHIBIT R-18:** *En liasse*, an Immovable Hypothec in the amount of \$2,000,000.00 plus an additional hypothec of 20%, dated September 28, 2021, granted by DMSC, and registered at the Land Registry on September 29, 2021, under number 26 698 565 and in the RPMRR on September 29, 2021, under number 21-1052426-0001, with its proof of publication;
- EXHIBIT R-19:** *En liasse*, a Movable Hypothec in the amount of \$25,170,000.00 including an additional hypothec of 20%, dated August 5, 2020, granted by BMC, BMC Glen, SanoMed and 689 Canada, The Children's Clinic @ Pointe-Claire Inc., and 8981515 Canada Inc., registered at the RPMRR on August 6, 2020, under number 20-0764739-0001, with its proof of publication;
- EXHIBIT R-20:** *En liasse*, a Movable Hypothec in the amount of \$25,170,000.00, including an additional hypothec of 20%, dated August 5, 2020, granted by 689 Canada, registered at the RPMRR on August 6, 2020, under number 20-0764740-0001, with its proof of publication;
- EXHIBIT R-21:** *En liasse*, a Movable Hypothec in the amount of \$25,170,000.00, including an additional hypothec of 20%, dated August 18, 2022, granted by Brunswick Minor Surgery, Brunswick Research and Brunswick Endoscopy, registered at the RPMRR on August 22, 2022, under number 22-0919549-0001, with its proof of publication;

- EXHIBIT R-22-A:** *En liasse*, NITES Notice to 689 Canada, dated July 11, 2023, with its proof of service;
- EXHIBIT R-22-B:** *En liasse*, NITES Notice to Brunswick Health Group, dated July 11, 2023, with its proof of service;
- EXHIBIT R-22-C:** *En liasse*, NITES Notice to BMC, dated July 11, 2023, with its proof of service;
- EXHIBIT R-22-D:** *En liasse*, NITES Notice to BMC GLEN, dated July 11, 2023, with its proof of service;
- EXHIBIT R-22-E:** *En liasse*, NITES Notice to Brunswick Research, dated July 11, 2023, with its proof of service;
- EXHIBIT R-22-F:** *En liasse*, NITES Notice to Brunswick Minor Surgery, dated July 11, 2023, with its proof of service;
- EXHIBIT R-22-G:** *En liasse*, NITES Notice to Brunswick Endoscopy, dated July 11, 2023, with its proof of service;
- EXHIBIT R-22-H:** *En liasse*, NITES Notice to SanoMed, dated July 11, 2023, with its proof of service;
- EXHIBIT R-22-I:** *En liasse*, NITES Notice to TCC Pointe-Claire, dated July 11, 2023, with its proof of service;
- EXHIBIT R-22-J:** *En liasse*, NITES Notice to DMSC, dated July 11, 2023, with its proof of service;
- EXHIBIT R-23-A:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the Land Registry on July 12, 2023, under number 28 150 973 and at the RPMRR on July 14, 2023, under number 23-0829215-001, related to BDC Immoveable Hypothec #1, Exhibit R-17, with its proof of service and publication;
- EXHIBIT R-23-B:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the Land Registry on July 12, 2023, under number 28 150 966 and at the RPMRR on July 14, 2023 under number 23-0829452-0001, related to related to BDC Immoveable Hypothec #2, Exhibit R-18, with its proof of service and publication;
- EXHIBIT R-23-C:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the RPMRR on July 14, 2023, under number 23-0829239-0001, related to related to BDC Moveable Hypothec #1, Exhibit R-19, with its proof of service and publication;
- EXHIBIT R-23-D:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the RPMRR on July 12, 2023, under number 23-0818886-0001, related to related to related to BDC Moveable Hypothec #2, Exhibit R-20, with its proof of service and publication;
- EXHIBIT R-23-E:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 11, 2023, published at the RPMRR on July 12, 2023, under number 23-0818934-0001, related to related to related to BDC Moveable Hypothec #3, Exhibit R-21 with its proof of service and publication;
- EXHIBIT R-24:** TD Bank's Letter of offer to Brunswick Health Group, DMSC, BMC, SanoMed, BMC Glen and 8981515 Canada Inc. dated August 3, 2021, amended on September 13, 2021 and April 25, 2022;
- EXHIBIT R-25:** TD Bank's Statement of account as at January 8<sup>th</sup>, 2024;

- EXHIBIT R-26:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Health Group in favour of TD Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0007, along with its proof of publication;
- EXHIBIT R-27:** A Movable Hypothec in the amount \$30,000,000 plus an additional hypothec of 20% of that amount, executed by Brunswick Health Group in favour of TD Bank on June 21, 2022 and registered at RPMRR on June 23, 2022 under number 22-0693905-0009, along with its proof of publication;
- EXHIBIT R-28:** An Immovable and Movable Hypothec in the amount of \$30,000,000.00 plus an additional hypothec of 20%, dated August 7, 2020, granted by DMSC and registered at the Land Registry on August 13, 2020, under number 25 605 174, along with its proof of publication;
- EXHIBIT R-29:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by DMSC in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0008, along with its proof of publication;
- EXHIBIT R-30:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by DMSC in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0012, along with its proof of publication;
- EXHIBIT R-31:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by BMC in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0004, along with its proof of publication;
- EXHIBIT R-32:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by BMC in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0008, along with its proof of publication;
- EXHIBIT R-33:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by SanoMed in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0005, along with its proof of publication;
- EXHIBIT R-34:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by SanoMed in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0006, along with its proof of publication;
- EXHIBIT R-35:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by BMC Glen in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0006, along with its proof of publication;
- EXHIBIT R-36:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by BMC Glen in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-22-0693905-0004, along with its proof of publication;
- EXHIBIT R-37:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 8981 in favour of the Bank on August 4, 2020

and registered at the RPMRR on August 5, 2020 under number 20-0762997-0003, along with its proof of publication;

- EXHIBIT R-38:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 8981 in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0002, along with its proof of publication;
- EXHIBIT R-39:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by TCC Pointe-Claire in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0001, along with its proof of publication;
- EXHIBIT R-40:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by TCC Pointe-Claire in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0011, along with its proof of publication;
- EXHIBIT R-41:** A Movable Hypothec, in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 689 Canada in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0002, along with its proof of publication;
- EXHIBIT R-42:** A Movable Hypothec on Securities, in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 689 Canada in favour of the Bank on August 4, 2020 and registered at the RPMRR on August 5, 2020 under number 20-0762997-0009, along with its proof of publication;
- EXHIBIT R-43:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by 689 Canada in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0001, along with its proof of publication;
- EXHIBIT R-44:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Endoscopy in favour of the Bank on August 9, 2021 and registered at the RPMRR on August 10, 2021 under number 21-0865167-0006, along with its proof of publication;
- EXHIBIT R-45:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Endoscopy in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0007, along with its proof of publication;
- EXHIBIT R-46:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Minor Surgery in favour of the Bank on August 9, 2021 and registered at the RPMRR on August 10, 2021 under number 21-0865167-0009, along with its proof of publication;
- EXHIBIT R-47:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Minor Surgery in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0003, along with its proof of publication;
- EXHIBIT R-48:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Research in favour of the Bank

on August 9, 2021 and registered at the RPMRR on August 10, 2021 under number 21-0865167-0012, along with its proof of publication;

- EXHIBIT R-49:** A Movable Hypothec in the amount of \$30,000,000, plus an additional hypothec of 20% of that amount, executed by Brunswick Research in favour of the Bank on June 21, 2022 and registered at the RPMRR on June 23, 2022 under number 22-0693905-0005, along with its proof of publication;
- EXHIBIT R-50:** *En liasse*, NITES Notice to Brunswick Health Group, DMSC, BMC, SanoMed, BMC GLEN, 898 Canada, TCC Pointe-Claire, 689 Canada, Brunswick Endoscopy, Brunswick Minor Surgery and Brunswick Research dated July 5, 2023, along with its proof of service;
- EXHIBIT R-51-A:** *En liasse*. a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0003 and 23-0822283-0004, related to Brunswick Health Group TD 2020 Moveable Hypothec and Brunswick Health Group TD 2022 Moveable Hypothec, along with its proof of service and publication;
- EXHIBIT R-51-B:** *En liasse*. a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the Land Registry on July 13, 2023, under number 28 152 959, related to DMSC TD Immoveable Hypothec, along with its proof of service and publication;
- EXHIBIT R-51-C:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0005 and 23-0822283-0006, related to DMSC TD 2020 Moveable Hypothec and DMSC TD 2022 Moveable Hypothec, along with its proof of service and publication;
- EXHIBIT R-51-D:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0007 and 23-0822283-0008, related to BMC TD 2020 Moveable Hypothec and BMC TD 2022 Moveable Hypothec, along with its proof of service and publication;
- EXHIBIT R-51-E:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under number 23-0822283-0009 and number 23-0822283-0010, related to SanoMed TD 2020 Moveable Hypothec and SanoMed TD 2022 Moveable Hypothec, along with its proof of service and publication;
- EXHIBIT R-51-F:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0009 and 23-0822283-0010, related to BMC Glen TD 2020 Moveable Hypothec and BMC Glen TD 2022 Moveable Hypothec, along with its proof of service and publication;
- EXHIBIT R-51-G:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0011 and 23-0822283-0012, related to 8981 Canada TD 2020 Moveable Hypothec and 8981 Canada TD 2022 Moveable Hypothec, along with its proof of service and publication;
- EXHIBIT R-51-H:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under



numbers 23-0822283-0013 and 23-0822283-0014, related to TCC Pointe-Claire TD 2020 Moveable Hypothec and TCC Pointe-Claire TD 2022 Moveable Hypothec, along with its proof of service and publication;

**EXHIBIT R-51-I:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0001 and 23-0822283-0002, related to 689 Canada TD 2020 Moveable Hypothec and 689 Canada TD 2022 Moveable Hypothec, along with its proof of service and publication;

**EXHIBIT R-51-J:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0015 and 23-0822283-0016, related to Brunswick Endoscopy TD 2021 Moveable Hypothec and Brunswick Endoscopy TD 2022 Moveable Hypothec, along with its proof of service and publication;

**EXHIBIT R-51-K:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0017 and 23-0822283-0018, related to Brunswick Minor Surgery TD 2021 Moveable Hypothec and Brunswick Minor Surgery TD 2022 Moveable Hypothec, along with its proof of service and publication;

**EXHIBIT R-51-L:** *En liasse*, a prior notice of exercise of a hypothecary right (sale under judicial authority) dated July 5, 2023, published at the RPMRR on July 13, 2023, under numbers 23-0822283-0019 and 23-0822283-0020, related to Brunswick Research TD 2021 Moveable Hypothec and Brunswick Research TD 2022 Moveable Hypothec, along with its proof of service and publication;

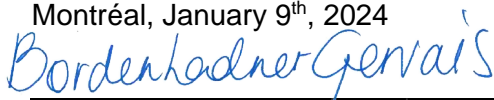
**EXHIBIT R-52:** Municipal and school tax statements as at January 2, 2024 for DMSC;

**EXHIBIT R-53:** *En liasse*, lists of creditors communicated with the NOI Trustee at the time of the filing of the NOI as of July 10, 2023;

**EXHIBIT R-54:** Cash-flow projections for the period through March 22, 2024;

**EXHIBIT R-55:** DIP Balance.

Montréal, January 9<sup>th</sup>, 2024



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Montréal, January 9<sup>th</sup>, 2024

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O/File: ●

SUPERIOR COURT  
(Commercial Division)  
(Companies and Creditors' Arrangement Act,  
R.S.C. 1985, c. C-36)  
DISTRICT OF MONTRÉAL  
No.: 500-11-062636-234

**IN THE MATTER OF THE PLAN OF COMPROMISE  
OR ARRANGEMENT OF:  
BRUNSWICK HEALTH GROUP INC. et al**

Respondent/Debtors

-and-

**BUSINESS DEVELOPMENT BANK OF CANADA**

-and-

**THE TORONTO-DOMINION BANK**

Applicants

and

**RAYMOND CHABOT INC**

Monitor

**APPLICATION TO CONTINUE PROCEEDINGS COMMENCED  
UNDER THE BANKRUPTCY AND INSOLVENCY ACT AND FOR  
A TRANSITION ORDER UNDER THE COMPANIES'  
CREDITORS ARRANGEMENT ACT  
(Sections 10, 11, 11.02, 11.2, 11.52, 11.6 and ff.  
of the Companies' Creditors Arrangement Act (the "CAA")  
AFFIDAVIT OF CAROLINE COMIRÉ,  
AFFIDAVIT OF GINA POLIDORO,  
NOTICE OF PRESENTATION AND LIST OF EXHIBITS**

**Amount: \$**

**Nature:**

**Code:**

ORIGINAL

**BLG**  
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