

COURT FILE NUMBER 2201-11627
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LP, BR CAPITAL INC., ICE HEALTH SYSTEMS LP, ICE HEALTH SYSTEMS GP LP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LP, HEALTH EDUCATION GP LP, HELP INC., FIRST RESPONSE INTERNATIONAL LP, FIRST RESPONSE INTERNATIONAL GP LP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCO HEALTH SERVICES INC.

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF BR CAPITAL INC., ICE HEALTH SYSTEMS INC., HELP INC., FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCO HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED

APPLICANTS BR CAPITAL LP, BR CAPITAL INC., ICE HEALTH SYSTEMS LP, ICE HEALTH SYSTEMS GP LP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LP, HEALTH EDUCATION GP LP, HELP INC., FIRST RESPONSE INTERNATIONAL LP, FIRST RESPONSE INTERNATIONAL GP LP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS INC. AND SESCO HEALTH SERVICES INC.

KPMG INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE OF THE OTHER ABOVE-NAMED APPLICANTS

DOCUMENT **ORDER (APPROVAL OF PROPOSAL)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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DATE ON WHICH ORDER WAS PRONOUNCED: March 3, 2023
NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice C. Jones
LOCATION AT WHICH ORDER WAS MADE: Calgary, Alberta

UPON THE APPLICATION the application of KPMG Inc. (the “**Proposal Trustee**”) in its capacity as Proposal Trustee of BR Capital Inc., BR Capital LP, ICE Health Systems LP, ICE Health Systems GP LP, ICE Health Systems Inc., First Response International LP, First Response International GP LP, First Response International Inc., Health Education LP, Health Education GP LP, Help General Partner Ltd. and SESCO Health Services Inc. (together the “**Companies**”, and individually, a “**Company**”); **AND UPON** reading: the Form 40 - Report of the Proposal Trustee on the Proposal; and the Third Report of the Proposal Trustee (Report on Proposal) dated January 25, 2023 reporting on the Companies’ Proposal to creditors dated January 13, 2023 (the “**Proposal**”); **AND UPON** the application of the Companies; **AND UPON** reading the Affidavit of James Lawson sworn February 21, 2023 and the Affidavit of Service of Samah Zeineddine sworn February 27, 2023; **AND UPON** hearing counsel for the Companies and counsel for the Proposal Trustee, and hearing from other interested parties;

IT IS ORDERED AND DECLARED THAT:

Service

1. The time for service of the notice of application for this order and supporting materials is hereby abridged and deemed good and sufficient and this application is properly returnable today.

Definitions

2. Any capitalized terms used but not defined in this Order shall bear their meanings as defined in the Proposal, a copy of which is attached hereto as **Schedule “A”**.

Amendment to the Style of Cause

3. The Style of Cause of this Action shall be amended on a *nunc pro tunc* basis to the form set out as follows:

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LIMITED PARTNERSHIP, BR CAPITAL INC., ICE HEALTH SYSTEMS LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LIMITED PARTNERSHIP, HEALTH EDUCATION GP LIMITED PARTNERSHIP, HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCO HEALTH SERVICES INC.

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF BR CAPITAL INC., ICE HEALTH SYSTEMS INC., HELP GENERAL PARTNER INC., FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCO HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED

4. The Office of the Superintendent of Bankruptcy is hereby authorized, for all purposes in these proceedings, to amend its records in respect of these proceedings and the notices of intention to make a proposal filed by Companies using the names of “BR Capital LP”, “ICE Health Systems LP”, “ICE Health Systems GP LP”, “Health Education LP”, “Health Education GP LP”, “Help Inc.”, “First Response International LP” and “First Response International GP LP” to utilize those Companies’ correct legal names, being “BR Capital Limited Partnership”, “ICE Health Systems Limited Partnership”, “ICE Health Systems GP Limited Partnership”, “Health Education Limited Partnership”, “Health Education GP Limited Partnership”, “Help General Partner Inc.”, “First Response International Limited Partnership” and “First Response International GP Limited Partnership”, respectively.

Approval of the Proposal

5. It is hereby declared that:
 - (a) the Proposal is made in good faith and its terms are fair and reasonable and are calculated to benefit the general body of Creditors;
 - (b) the Proposal has been agreed to and approved by the requisite majorities of the Creditors as required by the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended (the “*BIA*”); and
 - (c) upon the implementation of the Proposal (the “**Implementation**”), all steps, transfers, assumptions of Liabilities, distributions, contributions, transactions, arrangements, assignments and reorganizations effected under section 4.3 of the Proposal and in paragraphs 5(e) to 5(t) hereof shall be deemed to have occurred in the sequential order stipulated in section 6.3 of the Proposal and to be valid, binding and effective.

6. The Proposal and all associated steps, compromises and releases effected thereby, are hereby approved, are effective in accordance with their terms and are binding upon and enure to the benefit of the Companies, the Companies’ directors and officers, the Creditors, and all other Persons and parties named or referred to in, affected by, or subject to the Proposal, including their respective heirs, administrators, executors, legal representatives, successors and assigns, as provided in the Proposal, and in this Order.

7. It is hereby declared that it is just and equitable to dissolve FRI LP, FRI GP LP, HE LP, GP LP and ICE GP LP, and as contemplated by section 4.3 of the Proposal:
 - (a) in respect of FRI LP:
 - (i) any interest of FRI Inc. in any FRI Property is hereby transferred to FRI LP;
 - (ii) FRI GP LP is hereby terminated as general partner of FRI LP, all general partner units of FRI GP LP in FRI LP are hereby transferred to BR GP, and BR GP is hereby appointed as general partner of FRI LP; and
 - (iii) FRI LP is hereby dissolved and pursuant to section 39(1)(f) of the *Partnership Act*, RSA 2000, c P-3, as amended (the “*Partnership Act*”), BR LP and BR GP are hereby deemed to have assumed all Liabilities of FRI LP on a *pro rata* basis,

and the FRI Property is hereby distributed to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in FRI LP;

(b) in respect of FRI GP LP:

- (i) FRI Inc. is hereby terminated as general partner of FRI GP LP, all general partner units in FRI GP LP are hereby transferred to BR GP, and BR GP is hereby appointed as general partner of FRI GP LP;
- (ii) all limited partnership units in FRI GP LP are hereby transferred to BR LP; and
- (iii) FRI GP LP is hereby dissolved, BR GP and BR LP are deemed to have assumed all of the Liabilities of FRI GP LP on a *pro rata* basis, and any interest in any FRI Property held by FRI GP LP is hereby distributed to BR GP and BR LP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in FRI GP LP;

(c) in respect of HE LP:

- (i) any interest of HE Inc. in any HE Property is hereby transferred to HE LP;
- (ii) HE GP LP is hereby terminated as general partner of HE LP, all general partner units of HE GP LP in HE LP are hereby transferred to BR GP, and BR GP is hereby appointed as general partner of HE LP; and
- (iii) HE LP is hereby dissolved and pursuant to section 39(1)(f) of the *Partnership Act*, BR LP and BR GP are hereby deemed to have assumed all Liabilities of HE LP on a *pro rata* basis, and the HE Property is hereby distributed to BR LP and BR GP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in HE LP;

(d) in respect of HE GP LP:

- (i) HE Inc. is hereby terminated as general partner of HE GP LP, all general partner units in HE GP LP are hereby transferred to BR GP, and BR GP is hereby appointed as general partner of HE GP LP;

- (ii) all limited partnership units in HE GP LP are hereby transferred to BR LP; and
 - (iii) HE GP LP is hereby dissolved, BR GP and BR LP are deemed to have assumed all of the Liabilities of HE GP LP on a *pro rata* basis, and any interest in any HE Property held by HE GP LP is hereby distributed to BR GP and BR LP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in HE GP LP;
- (e) in respect of ICE GP LP:
- (i) ICE AB Inc. is hereby terminated as general partner of ICE GP LP, all general partner units in ICE GP LP are hereby transferred to ICE GP Corp., and ICE GP Corp. is hereby appointed as general partner of ICE GP LP;
 - (ii) all limited partnership units in ICE GP LP are hereby transferred to BR LP; and
 - (iii) ICE GP LP is hereby dissolved, ICE GP Corp. and BR LP are deemed to have assumed all of the Liabilities of ICE GP LP on a *pro rata* basis, and any interest in any ICE Property held by ICE GP LP is hereby distributed to ICE GP Corp. and BR LP, each to hold an undivided interest therein on the basis of their respective *pro rata* interests in ICE GP LP.
8. The certificates of limited partnership of FRI LP, FRI GP LP, HE LP, GP LP and ICE GP LP are hereby cancelled, and the Registrar under the *Partnership Act* is hereby authorized to record the cancellation of such certificates pursuant to section 71 of the *Partnership Act*, as contemplated by sections 4.3(b)(ii)(C), 4.3(c)(ii)(C), 4.3(d)(iii)(C), 4.3(e)(ii)(C) and 4.3(g)(ii)(C) of the Proposal.
9. It is hereby declared that:
- (a) this Order is an order for reorganization for the purposes of section 192(2) of the *Business Corporations Act*, RSA 2000, c B-9, as amended (the “**ABCA**”);
 - (b) the statutory procedures applicable to the reorganization HE Inc. contemplated by section 4.3(f)(iii) of the Proposal (the “**Reorganization**”) have been met and satisfied;
 - (c) the Reorganization contained in the Proposal has been put forth in good faith; and

- (d) the Reorganization is fair and equitable, both substantively and procedurally, and in the best interests of HE Inc. and its creditors, shareholders and other stakeholders.
10. The articles of reorganization of HE Inc., substantially in the form attached as Schedule “E” to the Proposal, amending and restating its articles of incorporation to, *inter alia*, change the name of HE Inc. to ICE GP Corp., as contemplated by 173(1)(a) and 192(2) of the *ABCA*, are hereby approved.
 11. The bylaws of ICE GP Corp, substantially in the form attached as Schedule “F” to the Proposal, are hereby approved.
 12. It is hereby declared that the transactions contemplated by sections 4.3(b)(i), 4.3(d)(i), 4.3(f) and 4.3(i) of the Proposal (as such sections pertain to BR GP, FRI Inc., HE Inc., ICE AB Inc., ICE Ltd. and SESCO) constitute a corporate arrangement for the purposes of sections 193(1)(a), 193(1)(b), 193(1) (e) and 193(1)(f) of the *ABCA* (the “**Corporate Arrangement**”) and that:
 - (a) the Corporate Arrangement is fair and reasonable, has a valid business purpose, and arranges legal rights in a fair and balanced way, and it is impractical to effect the Corporate Arrangement under any other provision of the *ABCA*; and
 - (b) the statutory procedures applicable to the Corporate Arrangement have been met and satisfied and the Corporate Arrangement contained in the Proposal has been put forth in good faith.
 13. The Corporate Arrangement is hereby approved pursuant to section 193(4)(e) of the *ABCA* and:
 - (a) FRI Inc., in its capacity as general partner of FRI GP LP, is hereby authorized and directed to transfer any interest of FRI GP LP in any property to FRI LP, as contemplated by section 4.3(b)(i) of the Proposal, and to transfer its general partner units in FRI GP LP to BR GP, as contemplated by section 4.3(c)(i) of the Proposal;
 - (b) HE Inc., in its capacity as GP of HE GP LP, is hereby authorized and directed to transfer all the right, title or interest of HE GP LP in any property to HE LP, as contemplated by section 4.3(d)(i) of the Proposal, and to transfer its general partner units in HE GP LP to BR GP, as contemplated by section 4.3(e)(i) of the Proposal;

- (c) the amalgamation of FRI Inc. and BR GP to form BR GP 2023 provided for in section 4.3(f)(i) of the Proposal, the articles of amalgamation of BR GP 2023, substantially in the form attached as Schedule “C” to the Proposal, and the bylaws of BR GP 2023, substantially in the form attached as Schedule “D” to the Proposal, are hereby approved;
- (d) the shares held by the shareholders in HE Inc. and ICE AB Inc. are hereby transferred to BR GP 2023, as contemplated by sections 4.3(f)(ii) and 4.3(f)(iv) respectively of the Proposal, in exchange for an equal number of common shares in BR GP 2023;
- (e) the shares transferred to BR GP 2023 in ICE AB Inc. pursuant to paragraph 13(d) above are hereby transferred to BR LP in exchange for additional BR LP Units, as contemplated by section 4.3(f)(iv) of the Proposal;
- (f) the amalgamation of ICE AB Inc. and SESCOI to form SESCOI 2023 provided for in section 4.3(f)(v) of the Proposal, the articles of amalgamation of SESCOI 2023, substantially in the form attached as Schedule “C” to the Proposal, and the bylaws of SESCOI 2023, substantially in the form attached as Schedule “D” to the Proposal, are hereby approved; and
- (g) the following is hereby dispensed with under section 193(4) of the *ABCA*:
 - (i) any requirement of ICE AB Inc., FRI Inc., HE Inc., ICE Ltd., BR GP or SESCOI to provide any shareholders thereof with notice of the Corporate Arrangement;
 - (ii) any requirement of ICE AB Inc., FRI Inc., HE Inc., ICE Ltd., BR GP or SESCOI to call, hold and conduct a meeting of any shareholders thereof to consider and approve the Corporate Arrangement; and
 - (iii) any right of any shareholder of ICE AB Inc., FRI Inc., HE Inc., ICE Ltd., BR GP or SESCOI to dissent in respect of the Corporate Arrangement.

14. BR GP 2023, ICE GP Corp. and SESCOI 2023 are hereby authorized and directed to:

- (a) file with the Registrar under the *ABCA* the articles of reorganization, arrangement and amalgamation, as applicable, in respect of the Reorganization and Corporate Arrangement; and

- (b) file with the Registrar under the *Partnership Act* all documentation required thereunder in connection with the dissolution of FRI LP, FR GP LP, HE LP, HE GP LP and ICE GP LP.
15. It is hereby declared that the Reorganization and Corporate Arrangement shall, upon the filing of the required documents with the Registrar and the issuance of a proof of filing thereof, become effective in accordance with their terms and will be binding on all persons affected by the Reorganization and Corporate Arrangement upon Implementation.
 16. Any BR LP Unit held by any BR Limited Partner that is a non-resident Resident is hereby transferred to the ULC (as defined in the Proposal) in exchange for an equal number of common shares in the ULC, as contemplated by section 4.3(j)(ii) of the Proposal.
 17. Any BR LP Unit issued to an unsecured creditor or Interim Lender that is a non-resident is hereby transferred to the ULC in exchange for an equal number of common shares in ULC, as contemplated by section 4.3(j)(iii) of the Proposal.
 18. The increase in the maximum principal amount of the Interim Financing and the Interim Financing Charge by an amount sufficient to fund the cash distributions required to be paid under the Proposal is hereby approved.
 19. It is hereby declared that effective upon Implementation:
 - (a) the sole right of any creditor affected by the Proposal is to receive the distributions provided for in sections 4.1, 4.2, 6.3(a), 6.3(j), 6.3(k), 6.3(l) and 6.3(m) of the Proposal (as the case may be);
 - (b) the Proposal shall be deemed to be implemented in accordance with and in the order contemplated in sections 4.3 and 6.3 of the Proposal;
 - (c) the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Company, Released Party or Director in respect of any Claims or Liabilities settled or released pursuant to Sections 7.2, 7.3(a), or 7.4 shall be stayed pending further order of the Court; and

- (d) all contracts and agreements to which a Company is party shall be and remain in full force and effect, unamended, and no counterparty thereto on or following Implementation shall accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation, agreement or lease, by reason:
- (i) of any event which occurred prior to, and not continuing after, Implementation or which is or continues to be suspended or waived under the Proposal, which would have entitled such counterparty to enforce those rights or remedies;
 - (ii) that any Company has sought or obtained relief or has taken steps as part of the Proposal under the *BIA*, *ABCA* or *Partnership Act*;
 - (iii) of any default or event of default arising as a result of the financial condition or insolvency of any Company; and
 - (iv) of the Reorganization, Corporate Arrangement, dissolutions or other effects on any Company of the steps and transactions contemplated by the Proposal.

20. The Proposal Trustee and/or the Companies are hereby authorized and directed to take all further actions or steps necessary or appropriate to implement and complete the Proposal, including to apply to any Governmental Authority (as defined in section 1.1(ggg)) for any consent, authorization, certificate or approval in connection therewith. In addition to its rights and obligations under the *BIA*, the Proposal Trustee is hereby granted such powers, duties and protections as are contemplated by and required under the Proposal and is hereby authorized and directed to perform its duties and fulfil its obligations under the Proposal to facilitate the Implementation.

21. Upon completion by the Proposal Trustee of its duties and obligations under the Proposal, the *BIA* and any Orders, the Proposal Trustee is authorized to file with this Honourable Court a certificate stating that all of its duties under the Proposal, the *BIA* and any Orders have been completed and thereupon, KPMG Inc. shall be deemed to be discharged from its duties as Proposal Trustee.

22. Upon payment in full or the making of provision for all debt secured by the *BIA* Charges, and the Proposal Trustee filing a certificate with this Honourable Court confirming such payment or provision, such *BIA* Charges shall be discharged and released.
23. The Companies, the Proposal Trustee and any interested person are hereby granted leave to apply to this Court for such further advice and direction or assistance as may be necessary to give effect to the terms of this Order and the Proposal.
24. This Court requests the aid and recognition of any court or any judicial, regulatory or administrative body having jurisdiction in Canada or outside Canada to give effect to this Order and the Proposal, and to assist the Companies, the Proposal Trustee and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order and the Proposal or to assist the Companies, the Proposal Trustee and their agents in carrying out the terms of this Order or the Proposal.



J.C.K.B.A

SCHEDULE "A"
PROPOSAL