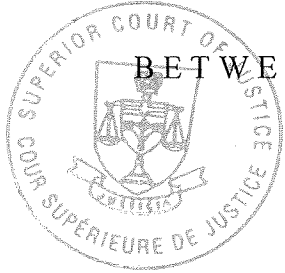


**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE Madam) WEDNESDAY, THE 29TH
)
JUSTICE Conway) DAY OF AUGUST, 2018



BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

- and -

OXFORD ADVANCED IMAGING INC.

Respondent

**APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS ACT*,
(ONTARIO) R.S.O. 1990, c. B-16, AS AMENDED**

ORDER

THIS APPLICATION by The Toronto-Dominion Bank ("**TD Bank**") for interim relief pursuant to Section 207 and 209 of the *Business Corporations Act* (Ontario) for, among other things, an order for the sale of the business of Oxford Advanced Imaging Inc. ("**OAI**") and for the appointment of KPMG Inc. ("**KPMG**") as Sales Officer (as defined herein), and for other relief was brought on this day at 330 University Avenue, Toronto.

ON READING the Affidavit of Maurice Moffett sworn August 17, 2018 and the Exhibits thereto, the Application Record of the Applicant, the Consent of KPMG to act as Sales Officer, and upon hearing the submissions of counsel for the Applicant, counsel for OAI, and counsel for the proposed Sales Officer, and any party appearing as listed on the Counsel Slip, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Rose Del Sordo sworn August 23, 2018 and Paula Hoosain sworn August 21, 2018, both filed:

APPOINTMENT OF SALES OFFICER

1. **THIS COURT ORDERS** that KPMG is hereby appointed as the sales officer (“**Sales Officer**”) to carry out a process (the “**Sale Process**”) for the sale of the assets and business of OAI (collectively, the “**Property**”).

2. **THIS COURT ORDERS** that the Sales Officer is not and shall not be deemed to be a receiver as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and shall not be required to provide notice of its appointment or any statement or reports in accordance with sections 245 and 246 of the BIA.

SALES OFFICER’S POWERS

3. **THIS COURT ORDERS** that the Sales Officer is hereby empowered and authorized, but not obligated, to act at once in respect of the sale of the Property and, without in any way limiting the generality of the foregoing, the Sales Officer is hereby expressly empowered and authorized to do any of the following where the Sales Officer considers it necessary or desirable:

- (a) to review and monitor the cash receipts and disbursements of OAI;
- (b) to market any or all of the Property including soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Sales Officer in its sole discretion may deem appropriate;
- (c) to enter into one or more sales agreements on behalf of OAI for all or any part of the Property, subject to Court approval;
- (d) to engage consultants, appraisers, agents, brokers, experts, auditors, accountants, managers, counsel, tax advisors, and such other persons from time to time and on whatever basis, including on a temporary basis;
- (e) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (f) to receive the proceeds of any sale of the Property and, subject to further orders of this Court, to distribute the proceeds of any sale of the Property or any part or parts

thereof to secured creditors, including TD Bank and ECN Financial Inc. (“ECN”), as to the priority of secured creditors’ security and subject to any inter-creditor or priority agreements as may exist between them;

(g) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

(h) to engage with, meet, communicate and consult with representatives of the Ministry of Health and Long Term Care (the “**Ministry**”), independently from OAI or other affected parties, with respect to all matters concerning or relating to License Numbers 5094573, 6991291 and 0092384 (collectively, the “**Licenses**”), including but not limited to the maintenance of the good standing of the Licenses and the proposed transfer of the Licenses in the course of the Sale Process, and neither the Sales Officer nor the Ministry shall be subject to any liability as a result of such discussions or consultations;

(i) to independently report to, meet with and discuss with each of TD Bank, ECN and the shareholders of OAI (collectively, the “**Shareholders**”) on a regular basis as the Sales Officer deems appropriate (and in its sole discretion) in order to keep these parties regularly informed on all matters relating to the Sale Process and to the projected and actual cash flows of OAI, subject to such term as to confidentiality as the Sales Officer deems advisable; provided, however, the Sales Officer shall not be required to follow any recommendations of TD Bank, ECN or of any Shareholder;

(j) to apply to Court to seek advice and direction with respect to any of the Sales Officer’s powers or duties as set out in this Order;

(k) be at liberty to engage independent legal counsel or such other persons as the Sales Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(l) perform such other duties as are required by this Order or by this Court from time to time;

and in each case where the Sales Officer takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including OAI and the Shareholders, and without interference from any other Person.

4. **THIS COURT ORDERS** that the Sales Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the business of OAI (the "**Business**") and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

5. **THIS COURT ORDERS** that nothing in this Order shall be construed as resulting in the Sales Officer being an officer, director, employer, successor employer, responsible person or operator within the meaning of any statute, regulation or rule of law, or equity for any purpose whatsoever.

6. **THIS COURT ORDERS** that the Sales Officer shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the Sales Officer.

SALE PROCESS

7. **THIS COURT ORDERS** that the Sales Officer is hereby authorized and directed to carry out a Sale Process for the Property in accordance with the steps and timelines as described in **Schedule "A"** attached hereto. Any amendment to or extension of the timelines shall require the written approval of TD Bank and ECN or an order of the Court.

8. **THIS COURT ORDERS** that nothing in this Order shall prevent or limit the right of any Shareholder from bidding or making offers to purchase the Property in accordance with the terms of the Sale Process.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE SALES OFFICER

9. **THIS COURT ORDERS** that the Sales Officer shall have unfettered access to any Property, information or Records (defined below) of OAI as the Sales Officer shall request in its unfettered discretion for the purpose of fulfilling its duties under this Order.

10. **THIS COURT ORDERS** that (i) OAI, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith grant immediate and continued access to the Property and full and complete access to the books and records including information regarding the Business, the Property and any transactions with OAI to the Sales Officer to the extent required to perform its duties arising under this Order.

11. **THIS COURT ORDERS** that upon the Sales Officer's request, the Ministry is hereby authorized and requested to provide to the Sales Officer all information and Records (as defined herein) relating to all dealings between OAI and the Ministry, including, without limitation, all matters relating to the Licenses and any existing or previous applications or requests for any transfer of the Licenses. Notwithstanding any other term in this Order, any request for Records or information from the Ministry shall be subject to the operation of applicable legislation, including the *Personal Health Information Protection Act*, 2004, S.O. 2004, c 3, Sch A, and the common law. In the event that the Sales Officer makes a request for Records or information, the Ministry is entitled to notify the Sales Officer that it opposes the request and to seek directions from this Court in respect of same, unless otherwise agreed between the Ministry and the Sales Officer with respect to the disclosure of such Records or information.

12. **THIS COURT ORDERS** that upon the Sales Officer's request, all Persons shall provide to the Sales Officer, or permit the Sales Officer, to make, retain and take away copies of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Business or affairs of OAI, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control and grant to the Sales Officer unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Sales Officer due to the privilege of any of the Shareholders (and/or any corporations or other entities wholly owned by any of the Shareholders) attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

13. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall, upon request by the Sales Officer, forthwith give unfettered access to the Sales Officer for the purpose of allowing the Sales Officer to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Sales Officer in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Sales Officer. Further, for the purposes of this paragraph, all Persons shall provide the Sales Officer with all such assistance in gaining immediate access to the information in the Records as the Sales Officer may in its discretion require including providing the Sales Officer with instructions on the use of any computer or other system and providing the Sales Officer with any and all access codes, account names and account numbers that may be required to gain access to the information.

14. **THIS COURT ORDERS** that the Sales Officer and its designates shall be entitled to enter any premises occupied by OAI for the purposes of exercising the Sales Officer's powers under this Order provided the Sales Officer provides at least 24 hours advance notice to any affected party.

NO PROCEEDINGS AGAINST THE SALES OFFICER

15. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Sales Officer except with the written consent of the Sales Officer, as applicable, or with leave of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. **THIS COURT ORDERS** that no proceedings against or in respect of OAI or the Property shall be commenced or continued except with the written consent of the Sales Officer or with leave of this Court and any and all proceedings currently underway against or in respect of any of OAI or the Property are hereby stayed and suspended pending further Order of this Court. Notwithstanding the foregoing, nothing in this order affects a regulatory body's investigation in respect of OAI or an action, suit, or proceeding that is taken in respect of OAI by or before the regulatory body.

17. **THIS COURT ORDERS** that all rights and remedies against OAI or affecting the Property are hereby stayed and suspended except with the written consent of the Sales Officer or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower OAI to carry on any business which OAI was not lawfully entitled to carry on; (ii) exempt OAI from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest; (iv) prevent the registration of a claim for lien, or (v) affect a regulatory body’s investigation in respect of OAI or an action, suit, or proceeding that is taken in respect of OAI by or before the regulatory body.

FUNDING OF THE SALE PROCESS

18. **THIS COURT ORDERS** that OAI, subject to the consent of the Sales Officer, shall be at liberty and is hereby empowered to borrow, from TD Bank or ECN, by way of a revolving line credit or otherwise, such monies from time to time as it may consider necessary or desirable for the funding of the Business of OAI and for the funding of the Sale Process, in addition to the existing credit facilities provided by TD Bank and ECN, provided that any excess from the existing limits of borrowing available to OAI from either TD Bank or ECN does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the Business of OAI through the completion of the Sale Process. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Sale Process Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest in charges thereon, in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, but subordinate in priority to the Sales Officer’s Charge.

19. **THIS COURT ORDERS** that the Sale Process Borrowings Charge issued in connection with OAI’s borrowings under this Order shall not be enforced without leave of this Court.

20. **THIS COURT ORDERS** that OAI is authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Borrowings Certificates**”) for any amount borrowed by or pursuant to this Order.

21. **THIS COURT ORDERS** that the monies from time to time borrowed by OAI through the Borrowings Certificates pursuant to this Order or any further Order of this Court and any and all Borrowings Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed by the holders of any prior issued Borrowings Certificates.

PAYMENTS TO SHAREHOLDERS

22. **THIS COURT ORDERS** that OAI shall not make any payments on account of shareholder loans or advance loans to any of the Shareholders, any corporation or entity associated with any of the Shareholders, or any related third parties until such time as the indebtedness of OAI to TD Bank and to ECN have been paid in full. Nothing in this provision shall prohibit payment to a shareholder for professional services rendered in accordance with usual and customary rates and terms.

SALES OFFICER TO DISTRIBUTE FUNDS

23. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Sales Officer in connection with the Sale Process from one or more sales of the Property and after the making of this Order, shall be paid or distributed by the Sales Officer to TD Bank and ECN in accordance with their respective agreements and priorities, including pursuant to any inter-creditor or priority agreements as exist between them, subject to a formal distribution order.

PIPEDA

24. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Sales Officer shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Sales Officer, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by OAI and shall return all other personal information to the Sales Officer or ensure that all other personal information is destroyed.

LIMITATION ON THE SALES OFFICER'S LIABILITY

25. **THIS COURT ORDERS** that the Sales Officer, its officers, directors, employees and agents, shall incur no liability or obligation as a result of its appointment or carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. The Sales Officer is an officer of the Court and not a director, officer, agent or employee of OAI and the Sales Officer shall be entitled to all of the protections afforded an officer of the Court pursuant to the terms of this Order, and any applicable legislation, at common law or otherwise.

SALES OFFICER ACCOUNTS AND CHARGES

26. **THIS COURT ORDERS** that the Sales Officer and counsel to the Sales Officer shall be paid their reasonable fees and disbursements by OAI, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts (the "**Sales Officer Fees**"), and that the Sales Officer and counsel to the Sales Officer shall be entitled to and are hereby granted a charge (the "**Sales Officer's Charge**") on the Property, as security for such fees and disbursements, both before and after the making this Order in respect of these proceedings, and that the Sales Officer's Charge shall form a first charge upon the Property and the proceeds thereof in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, to a maximum of \$500,000. In the event the Sales Officer Fees are in an amount greater than the Sales Officer's Charge, such amount shall form part of the Advisory Charges (as defined herein).

27. **THIS COURT ORDERS** that KPMG Corporate Finance Inc., Blake, Cassels & Graydon LLP and Sales Officer (if applicable) shall be entitled to and hereby granted a charge, on a *pari passu* basis, on the Property (the "**Advisory Charge**"), as security for such fees and disbursements relating to the solicitation process for the sale of Property, incurred by OAI prior to the making of this Order. The Advisory Charge shall form a third charge upon the Property and the proceeds thereof in priority to all security interests, trusts, liens, charges and

encumbrances, statutory or otherwise, but subsequent and subordinate to the Sale Process Borrowings Charge, the Sales Officer's Charge and the security interests of TD Bank and ECN.

28. **THIS COURT ORDERS** that the Sales Officer and counsel to the Sales Officer shall pass their accounts from time to time before this Court.

GENERAL

SERVICE AND NOTICE

29. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

30. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Sales Officer, OAI or the Applicant is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to any of OAI's stakeholders at their respective addresses as last shown on the records of OAI and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

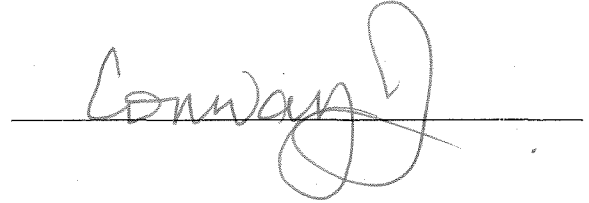
31. **THIS COURT ORDERS** that the Sales Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Ontario to give effect to this Order and to assist the Sales Officer and its 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 Sales Officer, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Sales Officer and its agents in carrying out the terms of this Order.

33. **THIS COURT ORDERS** that the Sales Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Sales Officer is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

34. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Sales Officer and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in cursive script, appearing to read "Conway", is written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

AUG 29 2018

PER / PAR: 

Schedule "A"
Oxford Advanced Imaging Inc.
Sale Process — Steps and Timelines

Steps	Timelines
1. Preparation of Marketing Materials <ul style="list-style-type: none"> • developing a list of potential strategic and financial targets in consultation with TD Bank, ECN and the shareholders • a Sales Teaser • a Confidential Information Memorandum (CIM) • preparation of financial forecasts by clinic • setting up an electronic "Data Room" 	1 week from date of this Order
2. Marketing <ul style="list-style-type: none"> • distributing the teaser and CIM (to qualified parties who have signed an NDA) • providing access to the Data Room • responding to inquiries from interested parties • Provision of draft APA 	3 weeks from date of this Order
3. Deadline for receipt of offer(s) in the form of a markup to the draft form of APA provided	4-5 weeks from date of this Order in the sole discretion of the Sales Officer
4. Review and negotiation of offer(s)	6-7 weeks from date of this Order in the sole discretion of the Sales Officer
5. Choose successful bidder	6-8 weeks from date of this Order in the sole discretion of the Sales Officer
6. Motion to approve sale(s)	As soon as possible following selection of successful bidder

NOTES

1. Preparation of marketing materials is subject to available and adequate information being provided to the Sales Officer.
2. Timelines are subject to change at the discretion of the Sales Officer.
3. The Sales Officer reserves the right to accept offer(s) subject to Court approval at any time.

SCHEDULE "B"
BORROWING CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Oxford Advanced Imaging Inc. ("**OAI**"), pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 29th day of August, 2018 (the "**Order**") made in an application having Court file number CV-18-603360-00CL, has received from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the OAI is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by OAI pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Sales Officer to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by OAI to any

person other than the holder of this certificate without the prior written consent of the holder of this certificate.

DATED the ____ day of _____, 20____.

OXFORD ADVANCED IMAGING INC.

Per: _____

Name:

Title:

THE TORONTO-DOMINION BANK

- and -

OXFORD ADVANCED IMAGING INC.

Applicant

Respondent

Court File No. CV-18-603360-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

ORDER

AIRD & BERLIS LLP

Barristers and Solicitors

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