

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
(Commercial Division)

(Sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, RSC 1985,  
c C-36)

No.: 500-11-065011-245

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

**ELNA MEDICAL GROUP INC. / GROUPE MÉDICAL  
ELNA INC.**

-and-

**9508503 CANADA INC.**

-and-

**THE OTHER APPLICANTS LISTED IN SCHEDULE  
A HERETO**

Applicants

-and-

**RAYMOND CHABOT INC.**

Monitor

**APPLICATION FOR A SECOND AMENDED AND RESTATED  
INITIAL ORDER**

(Sections 9, 10, 11, 11.02, 11.03, 11.52 and 23 of the *Companies'*  
*Creditors Arrangement Act*, RSC 1985, c C-36)

**TO THE HONOURABLE JUSTICE MARTIN F. SHEEHAN OF THE SUPERIOR COURT  
SITTING IN THE COMMERCIAL DIVISION, IN THE JUDICIAL DISTRICT OF  
MONTRÉAL, THE APPLICANTS RESPECTFULLY SUBMIT AS FOLLOWS:**

**I. INTRODUCTION**

1. Elna Medical Group Inc. ("**EMG**"), 9508503 Canada Inc. ("**950 Canada**"), and the other Applicants listed in Schedule A hereto (collectively with EMG and 950

Canada, the “**Applicants**”) form part of the ELNA Group, a leading Canadian medical clinic consolidator and operator, offering comprehensive primary and specialty medical care, including state-of-the-art laboratory diagnostics and leading remote patient monitoring services.

2. By the present *Application for a Second Amended and Restated Initial Order* (the “**Application**”), the Applicants are seeking the issuance of a Second Amended and Restated Initial order substantially in the form of the order communicated herewith as **Exhibit R-1 (“Second ARIO”)**, providing for, *inter alia*, the following relief:
  - a) Stay Extension: an extension of the Stay (as defined below) until March 19, 2025, to allow notably for the completion of the SISP (as defined below), as contemplated in the SISP Approval Order (as defined below);
  - b) ELNA KERP: approval to implement a Key Employee Retention Plan in respect of certain Quebec-based employees of the Applicants (“**ELNA KERP**”) as well as the issuance of a corresponding CCAA charge (“**ELNA KERP Charge**”);
  - c) Sealing Order: a sealing order with regards to certain Schedules to the Second Report (as defined below) of the Monitor.
3. A copy of the redline documents comparing the Second ARIO to the model CCAA Initial Order and to the First ARIO (as defined below) are communicated herewith as **Exhibits R-2 and R-3**.
4. The Monitor has prepared a report entitled Second Report of the Monitor (the “**Second Report**”) in support of this Application and the relief sought herein, a copy of which will be communicated in advance of the presentation of this Application as **Exhibit R-4**.

## II. PROCEDURAL BACKGROUND

5. On December 11, 2024, this Court granted the Applicants’ *Application for an Initial Order, an Amended and Restated Initial Order, a SISP Approval Order and Other Relief* and issued a First Day Initial Order (the “**FDIO**”) under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”), as well as a Sale and Investment Solicitation Process Approval Order (the “**SISP Approval Order**”), as appears from the Court record.
6. The FDIO, *inter alia*:
  - a) appointed Raymond Chabot Inc. as monitor of the Applicants’ CCAA proceedings (the “**Monitor**”);
  - b) ordered a stay of proceedings in respect of the Applicants, and their directors and officers until December 21, 2024 (as extended thereafter pursuant to the First ARIO (as defined below), the “**Stay**”);

- c) ordered a stay of proceedings in respect of Mr. Laurent Amram personally, until December 21, 2024 (as extended thereafter pursuant to the First ARIO (as defined below), the “**Amram Stay**”); and
  - d) approved a debtor-in-possession financing facility provided by the National Bank of Canada (“**NBC**”) in an amount of \$5,000,000 (the “**DIP Facility**”) as well as a charge related thereto (the “**DIP Charge**”).
7. The SISP Approval Order, *inter alia*, approved the proposed Sale and Investment Solicitation Process (the “**SISP**”) and its implementation in accordance with the Procedures for the Sale and Investment Solicitation Process annexed thereto as Schedule “A” (the “**Bidding Procedures**”), as appears from the Court record.
8. The SISP Approval Order also approved the engagement of Raymond Chabot Grant Thornton & Co LLP (the “**Financial Advisor**”) to assist in the implementation of the SISP.
9. On December 17, 2024, this Court issued an Amended and Restated Initial Order (the “**First ARIO**”), as appears from the Court record.
10. The First ARIO, *inter alia*:
- a) extended the Stay and the Amram Stay until February 12, 2025;
  - b) approved a Key Employee Retention Plan in respect of two Medicentres’ employees and a charge related thereto (“**Medicentres KERP Charge**”); and
  - c) approved a Medicentres Doctors Retention Plan and a related charge on the assets of Medicentres Canada Inc. (“**MRP Charge**”).

### III. UPDATE ON THE CCAA PROCEEDINGS

11. Since the issuance of the First ARIO, the Applicants have taken and implemented the following actions and measures, with the assistance of the Monitor:
- a) Continued their operations, albeit at a reduced level and with certain restructuring measures, to maintain and preserve value for stakeholders, including ensuring uninterrupted patient care;
  - b) Held weekly meetings with Santé Québec and CIUSSS de l’Ouest-de-l’Île-de-Montréal to advise the health authorities of the progress of the proceedings and the restructuring efforts as they relate to Quebec clinics;
  - c) Held various meetings and townhall sessions with the Doctors of Medicentres Canada Inc. to address their concerns and advise them of the progress of the restructuring proceedings and stabilize operations;

- d) Initiated contact with suppliers, creditors, landlords, and various other stakeholders, including certain personal creditors of Mr. Laurent Amram, seeking information, advising them of (i) the status quo resulting from the First ARIO, and (ii) the Applicants' ongoing operations, as well as discussing any necessary arrangements in order for the present restructuring to follow its course in an orderly manner;
  - e) Proceeded to several rounds of layoffs of employees, both in head office and across the group, in accordance with the operational restructuring strategy;
  - f) Proceeded to close, wind-down or transfer, as the case may be, certain underperforming clinics across the network in accordance with the operational restructuring strategy;
  - g) Initiated and conducted Phase 1 of the SISP, with the assistance of the Monitor and of the Financial Advisor;
  - h) Held weekly meetings, and regularly communicated, with their senior secured creditors, including NBC, to advise them of the progress of the SISP and the status of the Applicants' operations and affairs;
  - i) Complied with its obligations under the DIP Facility, including detailed weekly reporting to NBC;
  - j) Concluded several transition service agreements with respect to shared services offered by the Applicants to various related, and unrelated, entities of the corporate group which are not party to these CCAA proceedings; and
  - k) Concluded, as permitted in the First ARIO and with the consent of the Monitor, certain agreements with Doctors, to provide for the sale and continued operation of certain underperforming clinics, notwithstanding the current CCAA proceedings.
12. Moreover, and as will be further detailed in the Second Report, since the issuance of the First ARIO, the Monitor has notably:
- a) Responded to inquiries received from various parties in respect of the restructuring process and the CCAA proceedings;
  - b) Posted a copy of the CCAA proceedings materials, the Pre-Filing and First Report of the Monitor, as well as all Court orders on its website;
  - c) Assisted the Applicants in their discussions with key stakeholders, notably including Santé Québec and CIUSSS de l'Ouest-de-l'Île-de-Montréal, Doctors and secured creditors;
  - d) Assisted the Applicants with financial reporting to NBC; and

- e) Continued to work with the Applicants to develop and implement procedures to monitor the Applicants' activities, which includes a daily review of the bank accounts' receipts and disbursements, as well as the preparation of revised cash-flow projections.

The whole as appears more fully from the Monitor's Second Report (R-4).

- 13. Additionally, on January 7, 2025, a personal creditor or Mr. Laurent Amram, Mr. Brandon Shiller, filed and served an Application for leave to appeal of the First ARIO ("**Shiller Appeal**"). The Shiller Appeal particularly sought an exception to the Amram Stay.
- 14. On January 16, 2025, the Quebec Court of Appeal refused to grant leave to the Shiller Appeal, the whole as appears from the Court record.
- 15. The Applicants are not seeking an extension beyond February 12, 2025, of the Amram Stay as part of the present Application or the Second ARIO.

#### **IV. UPDATE ON THE SISP**

- 16. As more fully set out below and in the Monitor's Second Report, Phase 1 of the SISP was conducted in accordance with the milestones provided for in the Bidding Procedures.
- 17. On December 11, 2024, the Financial Advisor commenced the SISP and began the distribution of the SISP Solicitation Teaser (the "**Teaser**") on December 13, 2024 to potential acquirers and investors. The Teaser provided the interested parties with information regarding the sale of the Applicants' business, the SISP milestones and invited them to enter into Non-Disclosure Agreements ("**NDA**") with the Applicants.
- 18. Parties that signed an NDA were provided access to the virtual data room ("**VDR**"), obtained a copy of the Applicants' Confidential Information Memorandum and qualified for Phase 1 of the SISP.
- 19. On January 20, 2025, Mr. Laurent Amram filed a notice with the Monitor indicating his participation in the SISP and his intention to submit a Phase 1 non-binding letter of interest ("**Amram Notice**").
- 20. On January 22, 2025, upon receipt of the Amram Notice, and in consultation with the Applicants and the interim lender, the Monitor prepared a notice to Potential Bidders, which was (i) posted to the VDR on January 22, 2025, and (ii) confirmed the application of paragraphs 34 to 36 of the Bidding Procedures, and the conditions imposed upon the Related Bidder as a result of same.
- 21. The Amram Notice was published in the VDR and made accessible to all interested parties. The Amram Notice reflects the rules governing Mr. Amram's participation in the SISP, in order to maintain the integrity and fairness of the process.

22. By the Phase 1 deadline of January 31, 2025, a number of non-binding letters of intent ("**Phase 1 LOI**") were received by the Financial Advisor, including a Phase 1 LOI on behalf of Mr. Amram.
23. The Financial Advisor and the Monitor, with the assistance of the Monitor's counsel and the Applicants' counsel, reviewed and considered the Phase 1 LOIs in accordance with the terms of the SISP. In accordance with the terms of the DIP Term Sheet, NBC was kept apprised of all developments in connection with the SISP and received a copy of Phase 1 LOIs.
24. On February 6, 2025, the Financial Advisor informed several interested parties that following receipt and review of the Phase 1 LOIs, they had been qualified to participate in Phase 2 of the SISP ("**Phase 2 Qualified Bidders**"). Other parties received a rejection letter such that all parties having submitted an LOI received a communication from the Financial Advisor.
25. The Financial Advisor then initiated Phase 2 of the SISP, populated and opened a separate Phase 2 VDR, and the Phase 2 Qualified Bidders were invited to continue their due diligence and submit definitive offers by March 7, 2025.
26. The remaining Phase 2 SISP milestones are contemplated as follows:

<b>STEPS</b>	<b>DATE</b>
Due Date for Phase 2 Bids	March 7, 2025
Auction(s) (if needed)	Weeks of March 10, 2025, and March 17, 2025
Selection of final Successful Bid(s)	No later than March 21, 2025
Signature of Binding Agreement(s)	No later than the week of March 24, 2025
Service of Application for Approval of the Agreement(s) by the Court	No later than the week of March 24, 2025
Hearing Seeking Court Approval of the Agreement(s) (subject to Court Availability)	No later than the week of March 24, 2025
Closing of the transaction(s)	No later than week of March 31, 2025

27. Given the level of interest and engagement of the Phase 2 Qualified Bidders, the Applicants are optimistic that the continuation of the SISP will provide the best possible result for the stakeholders in the circumstances.
28. Further information regarding the status of the SISP can be found in the Monitor's Second Report.

## **V. RELIEF SOUGHT**

### **A. ELNA KERP**

29. The contribution of certain employees is essential to the success of the SISP and of these CCAA proceedings in general. Therefore, with a view to securing their ongoing support, the Applicants are seeking approval of the ELNA KERP in respect of certain key employees based in Quebec.
30. The ELNA KERP was developed by the Applicants, in consultation with the Monitor, to facilitate and encourage the continued participation of these key employees who are required for the success of the SISP and to preserve value for all stakeholders.
31. The ELNA KERP will provide the participants with an additional payment as an incentive to continue their employment through the CCAA proceedings. These employees have significant experience and specialized expertise that cannot be easily replicated or replaced at this stage of the proceedings.
32. Further, in certain instances these key employees have received other employment opportunities and offers, and require the ELNA KERP to defer such opportunities and assist the Applicants with Phase 2 of the SISP.
33. The ELNA KERP includes seven key members of the Applicants' business who are essential to the sale process. The total amount of the ELNA KERP payments to be made pursuant to the ELNA KERP will be \$250,000 in the aggregate. Mr. Laurent Amram is not a proposed beneficiary of the ELNA KERP.
34. The ELNA KERP payments will be made to each participant in a single lump-sum payment payable in priority following the closing of a single, or multiple, transaction(s) for substantially all of the Applicants' assets, property and undertakings. It is a condition to receive any payments under the ELNA KERP that the employee remain actively employed throughout the CCAA proceedings and maintains satisfactory compliance with current employment conditions.
35. In addition, in order to secure the payments owed to the above-mentioned key employees in accordance with the ELNA KERP, the Applicants seek an order granting to such employees a CCAA charge, the ELNA KERP Charge, on all of the present and future assets, property and undertakings of the Applicants, ranking ahead of all other secured and unsecured creditors, other than the Administration Charge, the Medicentres KERP Charge, the MRP Charge, and the DIP Charge, but before the D&O Charge, up to a maximum amount of \$250,000.
36. The Applicants submit that the approval of the ELNA KERP and the ELNA KERP Charge are essential to the success of their restructuring efforts. The Applicants are hopeful that the ELNA KERP and the ELNA KERP Charge will help secure the ongoing support of these key employees, and preserve value.

37. The Applicants understand that the Monitor is supportive of the ELNA KERP and the ELNA KERP Charge.

**B. Extension of the Stay Period**

38. The Applicants seek an extension of the Stay until March 19, 2025.
39. The requested extension of the Stay is necessary to provide the Applicants sufficient time to, *inter alia*, continue and complete the SISP according to the current timeline authorized in the SISP Approval Order.
40. Based on the projections set out in the Monitor's Second Report (R-4, *under seal*), and considering the current liquidities available, notably under the DIP Facility, the Applicants expect to have sufficient funding and liquidity to cover anticipated restructuring costs and expenses during the Stay.
41. As such, the Monitor is of the view that the requested extension to the Stay until March 19, 2025, is reasonable and necessary in the circumstances.
42. By the hearing on this Application, the Applicants expect that they will have entered into an extension of the forbearance agreement in place with NBC, coterminous with the requested extension the Stay, subject to its other terms and conditions.
43. The Applicants have acted and continue to act in good faith and with diligence throughout these CCAA proceedings, and the requested extension is appropriate in the circumstances.
44. No creditor will be unduly prejudiced by the extension sought.

**VI. SEALING OF CONFIDENTIAL DOCUMENTS**

45. The Applicants are seeking an order declaring certain schedules to the Monitor's Second Report be strictly kept confidential and filed under seal considering that they contain commercially sensitive information regarding the business and assets of the Applicants, which disclosure risks compromising the SISP.
46. Indeed, the Applicants have no obligation to disclose their projections and financial statements to the public and disclosure of such information to the general public and potential trade competitors and partners would be highly prejudicial to the Applicants and the SISP.
47. Additionally, the Monitor's Second Report contains a summary of the Phase 1 LOIs, and the Phase 2 Qualified Bidders. If disclosed, this information will directly impact, if not compromise the SISP.
48. At the same time, this will cause no prejudice to the Applicants' creditors, as the information will nevertheless be filed with this Court and may be made available to said creditors upon the execution of a confidentiality agreement or undertaking.

## VII. EXECUTION NOTWITHSTANDING APPEAL

49. Given the circumstances confronting the Applicants, it is essential that the execution of the orders sought herein be granted notwithstanding appeal.
50. Considering the urgency of the situation, the Applicants respectfully submit that the notices given of this Application for the purposes of all orders sought herein are proper and sufficient.

## VIII. CONCLUSION

51. For the reasons set forth above, the Applicants believe that it is both appropriate and necessary that the relief being sought herein be granted. With such relief, the Applicants will be able to pursue their turnaround initiatives for the benefit of all stakeholders.
52. As set out above, the Monitor supports the present Application and the issuance of the Second ARIO as appears from a copy of the Monitor's Second Report.

### FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:

**GRANT** the present *Application for a Second Amended and Restated Initial Order* (the "**Application**");

**ISSUE** an order substantially in the form of the draft Second Amended and Restated Initial Order communicated in support of the Application as **Exhibit R-1**;

**THE WHOLE** without costs, save in the case of contestation.

MONTREAL, February 7, 2025

*Osler, Hoskin & Harcourt LLP*

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**OSLER, HOSKIN & HARCOURT LLP**

**Mtre. Sandra Abitan**

Direct : 514.904.5648

Email : [sabitan@osler.com](mailto:sabitan@osler.com)

**Mtre Julien Morissette**

Direct : 514.904.5818

Email : [jmorissette@osler.com](mailto:jmorissette@osler.com)

**Mtre. Ilya Kravtsov**

Direct : 514.904.5385

Email : [ikravtsov@osler.com](mailto:ikravtsov@osler.com)

**Mtre. Jack M. Little**

Direct: 514.904.5398

Email: [jlittle@osler.com](mailto:jlittle@osler.com)

**Attorneys for Applicants**

**Elna Medical Group Inc., 9508503 Canada Inc.  
and the entities listed at Schedule A hereto**

1000 de La Gauchetière Street West, Suite 1100

Montréal, Québec H3B 4W5

Telephone: (514) 904-8100

Fax: (514) 904-8101

Email notification: [notificationosler@osler.com](mailto:notificationosler@osler.com)

Our file: 1249999

**SCHEDULE A**

**List of Applicant Entities**

- ELNA Pediatrics Inc.
- Tiny Tots Medical Centre Ltd.
- 7503881 Canada Inc.
- Clinique Médicale ELNA Unimed Inc.
- Gestion ELNA 2 Inc. (ELNA Plateau Mont-Royal)
- CDL Protontherapy Center Inc.
- CDL Proton Management Inc.
- Clinique Médicale ELNA Châteauguay Inc.
- Clinique Métro-Medic Centre-Ville Inc.
- 9248-5994 Québec Inc. (ELNA Pierrefonds)
- Créa-Med Clinique de Médecine Privée Inc.
- GBMC Medical Office Management Inc.
- Omni-Med Stillview Inc.
- ELNA ROCKLAND MANAGEMENT INC.
- ELNA Rockland Clinic Inc.
- ELNA Clinique A Inc.
- ELNA Group Inc. (ELNA Cosmetics)
- ELNA Anti-Aging Inc.
- Clinique Médicale ELNA Décarie Inc.
- ELNA Plus Décarie Square Inc.
- ELNA Mental Health Inc.
- ELNA Technologies Inc.
- Montreal Perfusion Center Inc.

- Gestion ELNA 1 Inc.
- Clinique Privamed Inc.
- M-Health Solutions Inc.
- 1000224328 Ontario Inc.
- CDL Laboratories Inc.
- 11247603 Canada Inc.
- 7159099 Canada Inc.
- CDL Cardiology Inc.
- ELNA Acquisitions Inc.
- Medicentres Canada Inc.
- 9472-1024 Québec Inc.
- Gestion Privamed Inc.

**AFFIDAVIT**

I, the undersigned, Patrick Ifergan, having my professional domicile at 4150 rue Sainte-Catherine Ouest, 6e étage, Montréal, Québec, H3Z 2Y5 solemnly declare the following:

1. I am a partner at Crowe BGK LLP the court-appointed CFO of the Applicant, and a duly authorized representative of the Applicants for the purposes hereof.
2. I have taken cognizance of the attached *Application for a Second Amended and Restated Initial Order* (the "**Application**").
3. All of the facts alleged in the Application of which I have personal knowledge are true.
4. Where I have obtained facts alleged in the Application from others, I believe them to be true.

AND I HAVE SIGNED:

*Patrick Ifergan*

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**Patrick Ifergan**

SOLEMNLY DECLARED BEFORE ME VIA  
TECHNOLOGICAL MEANS IN LAVAL,  
QUÉBEC, ON FEBRUARY 7, 2025.

*Fabiola Ciciotti*



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Fabiola Ciciotti  
Commissioner for Oaths for the Province of  
Québec

**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

**SUPERIOR COURT**  
(Commercial Division)

(Sitting as a court designated pursuant to the  
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c C-36)

No.: 500-11-065011-245

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-and-

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-and-

**THE OTHER APPLICANTS LISTED IN SCHEDULE  
A HERETO**

Applicants

-and-

**RAYMOND CHABOT INC.**

Monitor

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**NOTICE OF PRESENTATION  
COMMERCIAL DIVISION  
(16.01)**

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TO: **Service List**

**PRESENTATION OF THE PROCEEDING**

**TAKE NOTICE** that the *Application for a Second Amended and Restated Initial Order*, will be presented in person before the Superior Court of Québec (Commercial Division) on **February 12<sup>th</sup>, 2025, at 9:15 am in room 16.01** of the Montreal Courthouse.

## HOW TO CONNECT TO THE ROLL CALL

**In Person** in room.16.01

**By Teams:** by clicking on the link available at <http://www.tribunaux.qc.ca>: (“*Liens TEAMS pour rejoindre les salles du Palais de justice*”)

You must fill in your name and click on «Join now» («*Rejoindre maintenant* »). To facilitate the process, we invite you to fill in your name as follows:

Lawyers: M<sup>e</sup> First name, Last name (Name of the party you represent)

Trustees: First name, Last name (Trustee)

Superintendent: First name, Last name (Superintendent)

Parties not represented by a lawyer: First name, Last name (specify: Plaintiff, Defendant, Petitioner, Respondent, Creditor, Opponent or Other)

For individuals attending a public hearing: the mention can be limited to: (public)

### **By telephone:**

Canada, Québec (Charges may apply): +1 581-319-2194

Canada (Toll-free number): (833) 450-1741

Conference ID: 374 552 698#

**By VTC videoconference:** [teams@teams.justice.gouv.qc.ca](mailto:teams@teams.justice.gouv.qc.ca)

Videoconference ID: 1189221126

## **DEFAULT TO PARTICIPATE IN THE CALLING OF THE ROLL**

**TAKE NOTICE** that if you wish to contest the proceeding, you must inform the initiator of the said proceeding in writing at the coordinates mentioned in the present Notice of Presentation at least 48 hours before the date of presentation and participate at the calling of the roll, failing which, judgment may be rendered during the presentation of the proceeding, without further notice or delay.

## **OBLIGATIONS**

Cooperation

**TAKE NOTICE** that the parties are duty-bound to cooperate and, in particular, to keep one another informed at all times of the facts and particulars conducive to a fair debate and make sure that relevant evidence is preserved (art. 20, *Code of Civil Procedure*).

Dispute prevention and resolution processes

**TAKE NOTICE** that the parties must consider private prevention and resolution processes before referring their dispute to the courts, which are namely negotiation, mediation or arbitration, for which the parties call on a third party (art. 20, *Code of Civil Procedure*).

**PLEASE GOVERN YOURSELF ACCORDINGLY.**

MONTRÉAL, February 7, 2025

*Osler, Hoskin & Harcourt LLP*

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**OSLER, HOSKIN & HARCOURT LLP**

**Mtre. Sandra Abitan**

Direct : 514.904.5648

Email : [sabitan@osler.com](mailto:sabitan@osler.com)

**Mtre Julien Morissette**

Direct : 514.904.5818

Email : [jmorissette@osler.com](mailto:jmorissette@osler.com)

**Mtre. Ilya Kravtsov**

Direct : 514.904.5385

Email : [ikravtsov@osler.com](mailto:ikravtsov@osler.com)

**Mtre. Jack M. Little**

Direct: 514.904.5398

Email: [jlittle@osler.com](mailto:jlittle@osler.com)

**Attorneys for Applicants**

**Elna Medical Group Inc. and the entities listed  
at Schedule A hereto.**

1000 de La Gauchetière Street West, Suite 1100

Montréal, Québec H3B 4W5

Telephone: (514) 904-8100

Fax: (514) 904-8101

Email notification: [notificationosler@osler.com](mailto:notificationosler@osler.com)

Our file: 1249999

**CANADA  
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A HERETO**

Applicants

-and-

**RAYMOND CHABOT INC.**

Monitor

<b>LIST OF EXHIBITS</b>
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<b>Exhibit R-1</b>	Second ARIO
<b>Exhibit R-2</b>	Comparison the Second ARIO to the model CCAA Initial Order and to the First ARIO
<b>Exhibit R-3</b>	Comparison the Second ARIO to the First ARIO
<b>Exhibit R-4</b>	Second report of the Monitor

MONTRÉAL, February 7, 2025

*Ostler, Hoshino & Harcourt LLP*

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**Osler, Hoskin & Harcourt LLP**

**Mtre. Sandra Abitan**

Direct : 514.904.5648

Email : [sabitan@osler.com](mailto:sabitan@osler.com)

**Mtre Julien Morissette**

Direct : 514.904.5818

Email : [jmorissette@osler.com](mailto:jmorissette@osler.com)

**Mtre. Iliia Kravtsov**

Direct : 514.904.5385

Email : [ikravtsov@osler.com](mailto:ikravtsov@osler.com)

**Mtre. Jack M. Little**

Direct: 514.904.5398

Email: [jlittle@osler.com](mailto:jlittle@osler.com)

**Attorneys for Applicants**

**Elna Medical Group Inc. and the entities  
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1000 de La Gauchetière Street West, Suite  
1100

Montréal, Québec H3B 4W5

Telephone: (514) 904-8100

Fax: (514) 904-8101

Email notification: [notificationosler@osler.com](mailto:notificationosler@osler.com)

Our file: 1249999

# Exhibit R-1

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-065011-245

DATE: February 12, 2025

---

**BEFORE THE HONOURABLE MARTIN F. SHEEHAN, J.S.C.**

---

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

**ELNA MEDICAL GROUP INC. / GROUPE MÉDICAL ELNA INC.  
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THE OTHER APPLICANTS LISTED IN SCHEDULE A HERETO**  
Applicants

and

**RAYMOND CHABOT INC.**  
Monitor

---

**SECOND AMENDED AND RESTATED INITIAL ORDER**

---

- [1] **CONSIDERING** the *Amended Application for an Initial Order, an Amended and Restated Initial Order, a SISP Approval Order and Other Ancillary Relief* (the “**Initial Application**”) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (“**CCAA**”), the exhibits and the affidavit of Mr. Laurent Amram (“**Amram**”), filed in support thereof;
- [2] **CONSIDERING** the Initial Order issued by this Court on December 11, 2024 (“**Initial Order**”) as amended and restated on December 17, 2024 (“**ARIO**”);

- [3] **CONSIDERING** the appointment of Raymond Chabot Inc. as monitor (the “**Monitor**”);
- [4] **CONSIDERING** the Applicants’ *Application for a Second Amended and Restated Initial Order* (the “**Application**”), the exhibits and the affidavit of Mr. Patrick Ifergan, filed in support thereof;
- [5] **CONSIDERING** the Second Report of the Monitor dated ● 2025 (the “**Second Report of the Monitor**”);
- [6] **CONSIDERING** the submissions of counsel and the testimony of the witnesses heard;
- [7] **GIVEN** the provisions of the CCAA;

**THE COURT HEREBY:**

- [8] **GRANTS** the Application.
- [9] **ISSUES** an order pursuant to the CCAA (the “**Order**”), divided under the following headings:
  - (a) Service;
  - (b) Application of the CCAA;
  - (c) Effective Time;
  - (d) Administrative Consolidation;
  - (e) Plan of Arrangement;
  - (f) Stay of Proceedings against the Applicants and the Property;
  - (g) Stay of Proceedings against the Directors and Officers;
  - (h) NBC and BDC to be Treated as Unaffected Creditors;
  - (i) Possession of Property and Operations;
  - (j) Intercompany Transactions;
  - (k) No Exercise of Rights or Remedies;
  - (l) No Interference with Rights;

- (m) Continuation of Services;
- (n) Non-Derogation of Rights;
- (o) Interim Financing (DIP);
- (p) Directors' and Officers' Indemnification and Charge;
- (q) Medicentres Retention Program;
- (r) Medicentres Key Employee Retention Plan
- (s) ELNA Key Employee Retention Plan
- (t) Restructuring;
- (u) Appointment of the Chief Financial Officer;
- (v) Powers of the Monitor & Administration Charge;
- (w) Priorities and General Provisions Relating to the CCAA Charges;
- (x) Hearing Scheduling and Details;
- (y) General.

**(a) Service**

[10] **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with further service thereof.

[11] **DECLARES** that sufficient prior notice of the presentation of this Application has been given by the Applicants to interested parties, including the secured creditors who are likely to be affected by the charges created herein.

**(b) Application of the CCAA**

[12] **DECLARES** that the Applicants including the legal persons listed in Schedule A to this Order are debtor companies to which the CCAA applies.

**(c) Effective Time**

[13] **DECLARES** that this Order and all of its provisions are effective as of 12:01 a.m. Montréal time, Province of Québec, on December 11, 2024 (the "**FDIO Effective Time**"), and with respect to Gestion Privamed Inc. as of 12:01 a.m. Montréal time,

Province of Québec on December 17, 2024 (the “**GP Effective Time**” together with FDIO Effective Time, the “**Effective Time**”).

**(d) Administrative Consolidation**

- [14] **ORDERS** the consolidation of these CCAA proceedings of the Applicants under one single Court file, in file number 500-11-065011-245
- [15] **ORDERS** that all existing and future proceedings, filings, and other matters (including, without limitation, all applications, reports and cash flows) in these CCAA proceedings henceforth be filed jointly and together by the Applicants, and the Monitor, as applicable, under file number 500-11-065011-245.
- [16] **DECLARES** that the consolidation of these CCAA proceedings in respect of the Applicants shall be for administrative purposes only and shall not effect a consolidation of the assets and property or of the debts and obligations of each of the Applicants including, without limitation, for the purposes of any plan of compromise or arrangement (“**Plan**”) that may be hereafter proposed.

**(e) Plan of Arrangement**

- [17] **DECLARES** that the Applicants, in consultation with the Monitor, shall have the authority to file with this Court and to submit to their creditors one or more Plan(s) in accordance with the CCAA.

**(f) Stay of Proceedings against the Applicants and the Property**

- [18] **ORDERS** that, until and including March 19, 2025, at 11:59 p.m., Montréal time, (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants, or affecting the Applicants’ business operations and activities (the “**Business**”) or the Property (as defined herein), including as provided in paragraph **Error! Reference source not found.** herein except with leave of this Court. Any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to subsection 11.1 CCAA.
- [19] **ORDERS** that the rights of His Majesty in right of Canada and His Majesty in right of a Province are suspended in accordance with the terms and conditions of subsection 11.09 CCAA.

**(g) Stay of Proceedings against Directors and Officers**

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

**(h) NBC and BDC to be Treated as Unaffected Creditors**

[21] **ORDERS** that, notwithstanding any other provision of this Order, the claims and rights of the National Bank of Canada (“**NBC**”), and the Business Development Bank of Canada (“**BDC**”) with respect to Gestion Privamed Inc. only, pursuant to any credit agreement entered into with the Applicants shall neither be affected, compromised nor arranged pursuant to the Plan or these proceedings, and that NBC, and BDC (with respect to Gestion Privamed Inc. only), shall be treated as unaffected creditors in these proceedings, this Order, any subsequent orders issued in these proceedings and in any Plan. NBC, and BDC (with respect to Gestion Privamed Inc. only), are not subject to the stay of proceedings, including the Stay Period and any renewal or extension thereof, or any other limitations of creditors’ right or recourses under this Order. Nothing in this Order shall prevent NBC, and BDC (with respect to Gestion Privamed Inc. only), from enforcing their security against the Applicants’ Property (as defined in paragraph [22] of this Order), as the case may be, in conformity with its contractual rights, subject only to NBC and BDC providing advance notice of its intention to do so.

**(i) Possession of Property and Operations**

[22] **ORDERS** that the Applicants shall remain in possession and control of their present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (collectively the “**Property**”), the whole in accordance with the terms and conditions of this Order.

[23] **ORDERS** that the Applicants shall be entitled, but not required to pay the following expenses with the prior consent of the Monitor or further order of the Court, as the case may be, whether incurred prior to or after this Order:

- (a) outstanding and future wages, salaries, expenses, benefits and amounts to be remitted to individual healthcare providers, in each case incurred in the

ordinary course of business and consistent with existing compensation policies and arrangements;

- (b) payments to be made pursuant to the MRP, the Medicentres KERP and the ELNA KERP (as defined below);
- (c) the fees and disbursements of any counsel, advisors and agents retained or employed by the Applicants directly related to these proceedings, at their standard rates and charges; and
- (d) amounts owing for goods or services actually supplied to the Applicants prior to the date of this Order by third party suppliers up to a maximum aggregate amount of \$300,000, if, in the opinion of the Applicants and of the Monitor, the supplier is critical to the business and ongoing operations of the Applicants.

[24] **ORDERS** that except as otherwise provided to the contrary herein, the Applicants shall be entitled to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

[25] **AUTHORIZES** the Applicants to remit, in accordance with legal requirements, or pay

- (a) any deduction at source amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Québec Pension Plan, and (iv) income taxes; and
- (b) all goods and services, harmonized sales or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants and in connection with the sale of goods and services by the Applicants but only where such Sales Taxes are accrued or collected after the date of this Order.

(j) **Intercompany Transactions**

- [26] **ORDERS** that, subject to the consent of the Monitor, each of the Applicants is authorized to complete outstanding transactions and engage in new transactions with other Applicants or their parent or affiliated companies, including (a) purchase or sale transactions for goods or services in the ordinary course of the business, and (b) allocation and payment of costs, expenses and other amounts for the benefit of the Applicants, including, without limitation, debt repayments and interest costs, head office, shared services and restructuring costs (collectively, “**Intercompany Transactions**”), and to continue, on and after the date of this Order, to effect Intercompany Transactions in the ordinary course of the Business. All ordinary course Intercompany Transactions among the Applicants shall continue on terms consistent with existing arrangements or past practice, subject to such changes thereto, or to such governing principles, policies or procedures as the Monitor may require, or subject to this Order or further Order of this Court.
- [27] **ORDERS** that, in conformity with the DIP Term Sheet (as defined hereinafter), the Applicants shall notify, at least three (3) days in advance, the Interim Lender of any monetary payment from a Applicant to another Applicant or their affiliates, and that the Monitor shall continue to report from time to time to the Court on such monetary payments constituting Intercompany Transactions.
- [28] **ORDERS** that prior to the distribution of any net sale proceeds resulting from the sale or divestiture of any Business or Property (but excluding any distribution made in respect of any amounts owing under the CCAA Charges (as defined herein), as the case may, it being understood that in each such case, said distribution may in itself constitute an Intercompany Transaction to form part of a subsequent Intercompany Transactions Report, as defined herein), the Monitor shall prepare and file with the Court a report (each, an “**Intercompany Transactions Report**”) detailing all Intercompany Transactions which occurred on or after the date of the Initial Order with respect to the applicable Applicant(s), which Intercompany Transactions Report shall include the Monitor’s proposed allocation of the net amount to be attributed to each Applicant as a result of the applicable Intercompany Transactions, if any, and any net sale proceeds to be remitted by one Applicant to another Applicant as the case may be (the “**Proposed Allocation**”).
- [29] **ORDERS** the Monitor to serve a copy of the Intercompany Transactions Report upon the service list prepared by the Monitor or counsel for the Monitor in connection with these CCAA proceedings (the “**Service List**”) and **DECLARES** that any interested creditor shall be entitled to apply to this Court within five (5) calendar days of said notification to the Service List of the Intercompany Transactions Report to contest or make representations with respect to the Proposed Allocation.

[30] **DECLARES** that paragraph [28] and [29] of this Order and their effects shall apply to any distribution, even outside of these CCAA proceedings, including, without limitation, a distribution by any trustee in bankruptcy, receiver, receiver and manager, interim receiver or any other person appointed to make a distribution in respect of the Property, unless the Court orders otherwise.

**(k) No Exercise of Rights or Remedies**

[31] **ORDERS** that during the Stay Period, and subject to, *inter alia*, subsection 11.1 CCAA, all rights and remedies, including, but not limited to rights to effect set-off or compensation between any claim arising before the date of this Order and any claim accrued to any of the Applicants after this Initial Order, modifications of existing rights and events deemed to occur pursuant to any agreement to which any of the Applicants is a party as a result of the insolvency of the Applicants and/or these CCAA proceedings, any events of default or non-performance by the Applicants or any admissions or evidence in these CCAA proceedings, of any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants, or affecting the Business, the Property or any part thereof are hereby stayed and suspended except with leave of this Court.

[32] **DECLARES** that, to the extent any rights, obligations, or prescription, time or limitation periods including, without limitation, to file grievances relating to the Applicants, any of the Property or the Business may expire (other than pursuant to the terms of any contracts, agreements or arrangements of any nature whatsoever), the term of such rights, obligations, or prescription, time or limitation periods shall be deemed to be extended by a period equal to the Stay Period. Without limitation to the foregoing, in the event that the Applicants, or any of them, become(s) bankrupt or a receiver as defined in subsection 243(2) of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (the “**BIA**”) is appointed in respect of the Applicants, (i) the period between the date of the Order and the day on which the Stay Period ends shall not be calculated in respect of the Applicants in determining the 30 day periods referred to in Sections 81.1 and 81.2 of the BIA, and (ii) the date of the initial bankruptcy event pursuant to the BIA shall be deemed to be December 11, 2024.

**(l) No Interference with Rights**

[33] **ORDERS** that subject to section 11.1 of the CCAA, during the Stay Period, no Person shall discontinue, fail to honour, fail to renew, alter, interfere with, repudiate, resiliate, terminate or cease to perform any right, renewal right, contract,

agreement, licence or permit in favour of or held by the Applicants except with the written consent of the Applicants and the Monitor, or with leave of this Court.

**(m) Continuation of Services**

- [34] **ORDERS** that during the Stay Period and subject to paragraphs [35] and [36] hereof and subsection 11.01 CCAA, all Persons having verbal or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other goods or services made available to the Applicants, are hereby restrained until further order of this Court from discontinuing, altering, failing to renew, interfering with or terminating the supply or, as the case may be, interrupting, delaying or stopping the transit of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, domain names or other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and the Applicants, as applicable, with the consent of the Monitor, or as may be ordered by this Court.
- [35] **ORDERS** that, notwithstanding anything else contained herein and subject to subsection 11.01 CCAA, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the Applicants on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to make further advance of money or otherwise extend any credit to the Applicants.
- [36] **ORDERS** that, without limiting the generality of the foregoing and subject to section 21 of the CCAA and paragraph [21] of this Order, if applicable, cash or cash equivalents placed on deposit by any of the Applicants with any Person during the Stay Period, whether in an operating account or otherwise for itself or for another entity, shall not be applied by such Person in reduction or repayment of amounts owing to such Person as of the date of this Order or due on or before the expiry of the Stay Period or in satisfaction of any interest or charges accruing in respect thereof; however, this provision shall not prevent any financial institution from: (i) reimbursing itself for the amount of any cheques drawn by an Applicant and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into an Applicant's account until those cheques or other instruments have been honoured by the financial institution on which they have been drawn.

(n) **Non-Derogation of Rights**

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

(o) **Interim Financing (DIP)**

[38] **ORDERS** that the Applicants be and are hereby authorized to borrow from NBC (in such capacity, the “**Interim Lender**”) such amounts from time to time as the Applicants may consider necessary or desirable, up to an aggregate principal amount not exceeding \$5,000,000 outstanding at any time, on the terms and conditions as set forth in the Interim Financing Term Sheet filed under seal as Exhibit P-7 in support of the Initial Application (the “**DIP Term Sheet**”) and in the Interim Financing Documents (as defined hereinafter), to fund the ongoing expenditures of Applicants and to pay such other amounts as are permitted by the terms of this Order and the Interim Financing Documents (as defined hereinafter) (the “**DIP Facility**”).

[39] **ORDERS** that the Applicants are hereby authorized to execute and deliver the DIP Term Sheet and other security documents and ancillary documents as may be required by the Interim Lender in connection with the DIP Facility and the DIP Term Sheet (collectively, the “**Interim Financing Documents**”), with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to with the Interim Lender, but only with the consent of the Monitor, and the Applicants are hereby authorized to perform all of its obligations under the DIP Term Sheet and the Interim Financing Documents.

[40] **ORDERS** that Applicants shall pay to the Interim Lender, when due, all amounts owing (including principal, interest, fees and expenses, including without limitation, all fees and disbursements of counsel and all other reasonably required advisors to or agents of the Interim Lender on a full indemnity basis (the “**Interim Lender Expenses**”)) under the DIP Term Sheet and the Interim Financing Documents and shall perform all of their other obligations owed to the Interim Lender pursuant to the DIP Term Sheet, the Interim Financing Documents and the Order.

[41] **DECLARES** that, subject to paragraph [77] of this Order, all of the Property of Applicants is hereby subject to a charge and security for an aggregate amount of \$6,000,000 (the “**DIP Charge**”) in favour of the Interim Lender as security for all

obligations of the Applicants to the Interim Lender with respect to the payment of the DIP Facility (including principal, interest and the Interim Lender Expenses) owing to the Interim Lender under or in connection with the DIP Term Sheet and the Interim Financing Documents. Such DIP Charge shall subsist without necessity of any publication, registration, recording, filing or perfection and shall have the priority established by paragraphs [77] and [78] of this Order.

- [42] **ORDERS** that the claims of the Interim Lender pursuant to the Interim Financing Documents shall not be compromised or arranged pursuant to the Plan or these proceedings and the Interim Lender, in that capacity, shall be treated as an unaffected creditor in these proceedings and in any Plan.
- [43] **ORDERS** that the Interim Lender may:
- (a) notwithstanding any other provision of the Order, take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the DIP Charge and the Interim Financing Documents in all jurisdictions where it deems it is appropriate; and
  - (b) notwithstanding the terms of the paragraph to follow, refuse to make any advance to the Applicants if the Applicants fail to meet the provisions of the DIP Term Sheet and the Interim Financing Documents.
- [44] **ORDERS** that the Interim Lender shall not take any enforcement steps under the DIP Term Sheet, the Interim Financing Documents or the DIP Charge without providing at least five (5) business days' written notice (the "**Notice Period**") of a default thereunder to the Applicants, the Monitor and to creditors whose rights are registered or published at the appropriate registers or requesting a copy of such notice. Upon expiry of such Notice Period, the Interim Lender shall be entitled to take any and all steps provided under the DIP Term Sheet, the Interim Financing Documents, the DIP Charge and otherwise permitted at law, but without having to send any additional demands or notices under Section 244 of the BIA, under the Civil Code of Quebec or any other similar legislation.
- [45] **ORDERS** that, subject to further order of this Court and notwithstanding paragraph [96] of this Order, no order shall be made varying, rescinding, or otherwise affecting paragraphs [38] to [45] of this Order unless either (a) an application for such order is served on the Interim Lender by the moving party within at least seven (7) days prior to the presentation thereof or (b) the Interim Lender apply for or consents to such order.

(p) **Directors' and Officers' Indemnification and Charge**

- [46] **ORDERS** that the Applicants shall indemnify their Directors from all claims relating to any obligations or liabilities they may incur and which have accrued by reason of or in relation to their respective capacities as directors or officers of the Applicants after the Effective Time, except where such obligations or liabilities were incurred as a result of such directors' or officers' gross negligence, wilful misconduct or gross or intentional fault as further detailed in section 11.51 CCAA.
- [47] **ORDERS** that the Directors of the Applicants shall be entitled to the benefit of and are hereby granted a charge and security in the Property, subject to paragraph 76 of this Order, to the extent of the aggregate amount of \$1,600,000 (the "**D&O Charge**"), as security for the indemnity provided in paragraph [46] of this Order as it relates to obligations and liabilities that the Directors may incur in such capacity after the Effective Time. The D&O Charge shall have the priority set out in paragraphs [77] and [78] of this Order.
- [48] **ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the Directors shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the Directors are entitled to be indemnified in accordance with paragraph [46] of this Order.

(q) **Medicentres Retention Program**

- [49] **ORDERS** that the retention program, (the "**MRP**" of Medicentres Canada Inc. and Elna Acquisitions Inc. (collectively, the "**Medicentres**"), as described in the Initial Application, is hereby approved, and **AUTHORIZES** the Applicants to perform their obligations set forth thereunder, including by making payments in accordance with the terms of the MRP (whether incurred prior to or after this Order) and as provided in the DIP Term Sheet and in the cashflow forecast appended to the Pre-Filing Report.
- [50] **ORDERS** that all of the Medicentres' doctors, and other individual healthcare providers as applicable, shall be entitled to the benefit of and are hereby granted a charge and security in and on the Medicentres' Property to secure the Medicentres' monetary obligations under the MRP, in the aggregate amount of \$3,000,000 (the "**MRP Charge**"), having the priority established by paragraphs [77] and [78] of this Order.

(r) **Medicentres Key Employee Retention Program**

[51] **ORDERS** that the key employee retention plan, (the “**Medicentres KERP**”) described in the Initial Application is hereby approved, and the Applicants are hereby authorized and empowered to perform their obligations set forth thereunder, including by making the payments in accordance with the terms set out therein.

[52] **ORDERS** that the employees designated in the Medicentres KERP shall be entitled to the benefit of and are hereby granted a charge and security in and on the Property, subject to paragraph 77 of this Order, to the extent of the aggregate amount of \$250,000 (the “**Medicentres KERP Charge**”), having the priority established by paragraphs [77] and [78] of this Order.

(s) **ELNA Key Employee Retention Program**

[53] **ORDERS** that the key employee retention plan, (the “**ELNA KERP**”) described in the Application is hereby approved, and the Applicants are hereby authorized and empowered to perform their obligations set forth thereunder, including by making the payments in accordance with the terms set out therein.

[54] **ORDERS** that the employees designated in the ELNA KERP shall be entitled to the benefit of and are hereby granted a charge and security in and on the Property, subject to paragraph 77 of this Order, to the extent of the aggregate amount of \$250,000 (the “**ELNA KERP Charge**”), having the priority established by paragraphs [77] and [78] of this Order

(t) **Restructuring**

[55] **DECLARES** that, to facilitate the orderly restructuring of their business and financial affairs (the “**Restructuring**”) but subject to such requirements as are imposed by the CCAA, the Applicants, subject to prior approval of the Monitor or further order of the Court, as the case may be, shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their operations or locations as they deem appropriate and make provisions for the consequences thereof in a Plan;
- (b) pursue all avenues to finance or refinance, market, convey, transfer, assign or in any other manner dispose of the Business or Property, in whole or part, subject to further order of the Court and sections 11.3 and 36 CCAA, and under reserve of subparagraph (c);

- (c) convey, transfer, assign, lease, or in other manner dispose of the Property, outside the ordinary course of business, in whole or in part, provided that the price in each case does not exceed \$500,000 or \$1,500,000 in the aggregate;
  - (d) terminate the employment of such of their employees or temporarily or permanently lay off such of their employees as they deem appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, make provision to deal with, any consequences thereof in a Plan, as the Applicants may determine; and
  - (e) subject to the provisions of section 32 CCAA, disclaim or resiliate, any of their agreements, contracts or arrangements of any nature whatsoever, with such disclaimers or resiliation to be on such terms as may be agreed between the Applicants and the relevant party, or failing such agreement, to make provision for the consequences thereof in a Plan.
- [56] **DECLARES** that, in order to facilitate the Restructuring, the Applicants may, subject to the approval of the Monitor, or further order of the Court, settle claims of customers and suppliers that are in dispute.
- [57] **DECLARES** that, pursuant to sub-paragraph 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, and equivalent provisions of the *Act respecting the Protection of Personal Information in the Private Sector*, CQLR, c P-39.1, of the *Act respecting Health and Social Services Information*, CQLR c R-22.1 and of other comparable provincial legislation, the Applicants are permitted, in the course of these proceedings, to disclose personal information of identifiable individuals in their possession or control to stakeholders or prospective investors, financiers, buyers or strategic partners and to their advisors (individually, a “**Third Party**”), but only to the extent desirable or required to negotiate and complete the Restructuring or the preparation and implementation of a Plan or a transaction for that purpose, provided that the Persons to whom such personal information is disclosed enter into confidentiality agreements with the Applicants binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary to complete the transaction or Restructuring then under negotiation. Upon the completion of the use of personal information for the limited purpose set out herein, the personal information shall be returned to the Applicants or destroyed. In the event that a Third Party acquires personal information as part of the Restructuring or the preparation or implementation of a Plan or a transaction in furtherance thereof, such Third Party may continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Applicants.

(u) **Appointment of the Chief Financial Officer**

- [58] **CONFIRMS** and **RATIFIES** the engagement of Crowe BGK LLP (Mr. Patrick Ifergan) to act in a role akin to that of a Chief Financial Officer of the Applicants (the “**CFO**”) pursuant to the consulting agreement dated August 19, 2024, and modified on December 9, 2024, filed in support of the Initial Application as Exhibit P-8 (the “**CFO Agreement**”).
- [59] **ORDERS** that the Applicants and the CFO shall be bound by the terms and conditions of the CFO Agreement and that the Applicants and the CFO are authorized to perform all of their respective obligations pursuant to the terms and conditions of the CFO Agreement and that the Applicants and the CFO shall benefit from all of the indemnities and other rights accruing to each of them thereunder.
- [60] **ORDERS** that the CFO is directed and empowered to exercise and perform all of the powers, responsibilities and duties described in the CFO Agreement, as well as all other ancillary powers, responsibilities or duties as may be necessary or useful in order to give full and proper effect to the terms and conditions of the CFO Agreement or this Order (collectively the “**CFO Powers**”).
- [61] **ORDERS** that the Applicants and their current and former shareholders, Directors, agents, employees and representatives shall fully cooperate with the CFO in the exercise of its powers and discharge of its duties, rights and obligations as provided and set out in this Order.
- [62] **DECLARES** that the CFO shall not be or be deemed to be a director, officer or employee of the Applicants.
- [63] **DECLARES** that the CFO shall act solely as an independent consultant to the Applicants and that it shall not be liable for any claims against the Applicants other than as expressly provided in the CFO Agreement and, for greater certainty:
- (a) The CFO shall not be deemed to be an owner or in possession, care, control or management of the Applicants’ assets or associated therewith or of the Applicants’ employees or any other property of the Applicants;
  - (b) The CFO shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labour standards or pension benefits or health and safety or other statute, regulation or rule of law for any purpose whatsoever, and shall not incur any successor liabilities whatsoever; and

(c) The Applicants shall bear all responsibility for any liability whatsoever (including without limitation losses, costs, damages, fines or awards) relating to claims of customers, employees and any other persons arising from events occurring at the Applicants' premises in connection with these proceedings, except to the extent such claims are the result of events or circumstances caused or contributed to by the gross negligence, wilful misconduct or intentional or gross fault of the CFO, its employees, agents or other representatives, or otherwise in accordance with the CFO Agreement;

[64] **ORDERS** that the CFO shall incur no liability or obligation as a result of the engagement under the CFO Agreement or the fulfillment or exercise of the CFO Powers, save and except for gross negligence, willful misconduct or intentional or gross fault on the CFO's part.

[65] **DECLARES** that the CFO shall not, as a result of the fulfillment or exercise of the CFO Powers, be deemed to occupy or take control, care, charge, possession or management of any of the property of the Applicants within the meaning of any environmental legislation.

[66] **ORDERS** that:

- (a) Any indemnification obligations of the Applicants in favour of the CFO; and
- (b) The payment obligations of the Applicants to the CFO;

shall be entitled to the benefit of and shall form part of the Administration Charge set out herein.

[67] **ORDERS** that the claims of the CFO shall neither be compromised nor arranged pursuant to the Plan or these proceedings, and that the CFO shall be treated as an unaffected creditor in these proceedings and in any Plan.

[68] **ORDERS** that the Applicants will indemnify and hold harmless the CFO for and against all claims, obligations or liabilities that any member of the CFO may incur or for which any member of the CFO may become responsible by reason of or in relation to the CFO Agreement, the fulfillment or exercise of the CFO Powers or this Order, except where such claims, obligations or liabilities result from the CFO's gross negligence, willful misconduct or gross or intentional fault.

**(v) Powers of the Monitor & Administration Charge**

[69] **ORDERS** that *Raymond Chabot Inc.*, a licensed insolvency trustee, is hereby appointed to monitor the business and financial affairs of the Applicants as an

officer of this Court and that the Monitor, in addition to the prescribed powers and obligations referred to in section 23 of the CCAA:

- (a) shall, without delay, (i) publish once a week for two (2) consecutive weeks, in La Presse (French version) and the Globe and Mail National Edition (English version) and (ii) within five (5) business days after the date of this Order (A) post on the Monitor's website a notice containing the information prescribed under the CCAA, (B) make this Order publicly available in the manner prescribed under the CCAA, (C) send, in the prescribed manner, a notice to all known creditors having a claim against the Applicants of more than \$1,000, advising them that this Order is publicly available, and (D) prepare a list showing the names and addresses of such creditors and the estimated amounts of their respective claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder;
- (b) shall monitor the Applicants' receipts and disbursements and shall have complete and unfettered read-only access to all of the Applicants' bank accounts;
- (c) shall assist the Applicants, to the extent required by the Applicants, in dealing with their creditors and other interested Persons during the Stay Period;
- (d) shall assist the Applicants, to the extent required by the Applicants, with the preparation of their cash flow projections and any other projections or reports and the development, negotiation and implementation of any Plan;
- (e) shall advise and assist the Applicants, to the extent required by the Applicants, to review the Applicants' business and assess opportunities for cost reduction, revenue enhancement and operating efficiencies;
- (f) shall assist the Applicants, to the extent required by the Applicants, with the Restructuring and in their negotiations with their creditors and other interested Persons and with the holding and administering of any meetings held to consider a Plan;
- (g) shall report to the Court on the state of the business and financial affairs of the Applicants or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order;

- (h) shall report to this Court and interested parties, including but not limited to creditors affected by a Plan, with respect to the Monitor's assessment of, and recommendations with respect to, a Plan;
- (i) may retain and employ such agents, advisors and other assistants as are reasonably necessary for the purpose of carrying out the terms of this Order, including, without limitation, one or more entities related to or affiliated with the Monitor;
- (j) may engage legal counsel to the extent the Monitor considers necessary in connection with the exercise of its powers or the discharge of its obligations in these proceedings and any related proceeding, under this Order or under the CCAA;
- (k) may give any consent or approval as may be contemplated by this Order or the CCAA;
- (l) may hold and administer funds in connection with arrangements made among the Applicant, any counterparties and the Monitor, or by Order of this Court;
- (m) may perform such other duties as are required by this Order or the CCAA or by this Court from time to time; and
- (n) may do all things which are, in the Monitor's opinion, necessary and reasonable in order to support or assist the Applicants with their filing of all returns and documents regarding Sales Taxes, including without limitation the Applicants' payment of such Sales Taxes within the strict delays provided by applicable laws and regulations.

Unless expressly authorized to do so by this Court, the Monitor shall not otherwise interfere with the business and financial affairs carried on by the Applicants, and the Monitor is not empowered to take possession of the Property nor to manage any of the business and financial affairs of the Applicants.

- [70] **ORDERS** that the Applicants and their current and former shareholders, Directors, agents, employees and representatives, and the CFO shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties, rights and obligations as provided and set out in this Order.
- [71] **ORDERS** that, without limiting the generality of anything herein, the Applicants and their Directors, officers, employees and agents, accountants, auditors, the CFO, and all other Persons having notice of this Order shall forthwith provide the Monitor with unrestricted access to all of the Business and Property, including, without

limitation, the premises, books, records, data, including data in electronic form, and all other documents of the Applicants in connection with the Monitor's duties and responsibilities hereunder.

[72] **DECLARES** that the Monitor may provide creditors and other relevant stakeholders of the Applicants with information in response to requests made by them in writing addressed to the Monitor and copied to the Applicants' counsel. In the case of information that the Monitor has been advised by the Applicants is confidential, proprietary or competitive, the Monitor shall not provide such information to any Person without the consent of the Applicants unless otherwise directed by this Court.

[73] **DECLARES** that if the Monitor, in its capacity as Monitor, carries on the business of the Applicants or continues the employment of the Applicants' employees, the Monitor shall benefit from the provisions of section 11.8 of the CCAA.

[74] **DECLARES** that section 215 of the BIA applies *mutatis mutandis* and that no action or other proceedings shall be commenced against the Monitor or its representatives relating to its appointment, its conduct as Monitor or the carrying out of the provisions of any order of this Court, except with prior leave of this Court, on at least ten (10) days' notice to the Monitor and its counsel. The entities related to or affiliated with the Monitor and their representatives shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.

[75] **ORDERS** that the Applicants shall pay the reasonable fees and disbursements of the Monitor, the Monitor's legal counsel, the Applicants' legal counsel, and other advisers, directly related to these proceedings, the Plan and the Restructuring, whether incurred before or after the Order.

[76] **DECLARES** that Raymond Chabot Grant Thornton & Co LLP, the Monitor, the Monitor's legal counsel, the CFO and the Applicants' legal counsel, as security for the professional fees and disbursements incurred both before and after the making of this Order and directly related to these proceedings, any Plan and the Restructuring, be entitled to the benefit of and are hereby granted a charge and security in the Property, subject to paragraph 76 of this Order, to the extent of the aggregate amount of \$1,000,000 (the "**Administration Charge**"), having the priority established by paragraphs [77] and [78] of this Order.

**(w) Priorities and General Provisions Relating to the CCAA Charges**

[77] **DECLARES** that the priorities of the Administration Charge, the DIP Charge, the MRP Charge, the Medicentres KERP Charge, the ELNA KERP Charge and the

D&O Charge (collectively, the “**CCAA Charges**”), as between them with respect to any Property to which they apply, shall be as follows:

- (a) first, the Administration Charge;
- (b) second, the MRP Charge (only with respect to the Medicentres’ Property);
- (c) third, the KERP Charge (only with respect to the Medicentres’ Property)
- (d) fourth, the DIP Charge;
- (e) fifth, the ELNA KERP; and
- (f) sixth, the D&O Charge.

[78] **DECLARES** that the CCAA Charges shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, deemed trusts, options, encumbrances or security of whatever nature or kind (collectively, the “**Encumbrances**”) affecting the Property whether or not charged by such Encumbrances, with the exception of the two (2) immovable properties located at 203-1052, Lionel-Daunais Street, Boucherville (lot number 4 108 254), and 5955, Marie-Victorin Boulevard, Brossard (lot number 4 535 095), as well as (i) the rents and other income generated by these immovable properties, (ii) the movable property that is currently or will in the future be materially physically attached or joined to or united with these immovable properties, and (iii) the indemnities payable under any insurance contract covering these immovable properties and the property mentioned in (i) and (ii), which shall not be subject to any CCAA Charges.

[79] **ORDERS** that, except as otherwise expressly provided for herein, the Applicants shall not grant any Encumbrances in or against any Property that rank in priority to, or *pari passu* with, any of the CCAA Charges unless the Applicants obtain the prior written consent of the Monitor and the prior approval of the Court.

[80] **DECLARES** that the each of the CCAA Charges shall attach, as of the Effective Time, to all present and future Property of the Applicants, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.

[81] **DECLARES** that the CCAA Charges and the rights and remedies of the beneficiaries of the CCAA Charges, as applicable, shall be valid and enforceable and not otherwise be limited or impaired in any way by (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy or receivership order(s) filed pursuant to BIA, or any bankruptcy or receivership

order made pursuant to such applications or any assignments in bankruptcy made or deemed to be made in respect of any Applicant; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease or other arrangement which binds the Applicants (a “**Third Party Agreement**”), and notwithstanding any provision to the contrary in any Third Party Agreement:

- (a) the creation of the CCAA Charges shall not create nor be deemed to constitute a breach by the Applicants of any Third Party Agreement to which any of the Applicants is a party; and
- (b) the beneficiaries of the CCAA Charges shall not have any liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges.

[82] **DECLARES** that notwithstanding: (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy or receivership order(s) filed pursuant to BIA, or any bankruptcy or receivership order made pursuant to such applications or any assignments in bankruptcy made or deemed to be made in respect of any Applicant, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by any Applicant pursuant to this Order and the granting of the CCAA Charges, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances, preferential payments, transfers at undervalue or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.

[83] **DECLARES** that the CCAA Charges shall be valid and enforceable as against all Property of the Applicants and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Applicants.

**(x) Hearing Scheduling and Details**

[84] **ORDERS** that, subject to further Order of this Court, all applications in these CCAA proceedings are to be brought on not less than five (5) calendar days’ notice to all Persons on the Service List. Each application shall specify a date (the “**Initial Return Date**”) and time (the “**Initial Return Time**”) for the hearing.

[85] **ORDERS** that any Person wishing to object to the relief sought on an application in these CCAA proceedings must serve responding materials or a notice stating the objection to the application and the grounds for such objection (a “**Notice of Objection**”) in writing to the moving party, the Applicants and the Monitor, with a

copy to all Persons on the Service List, no later than 5 P.M. on the date that is three (3) calendar days prior to the Initial Return Date (the “**Objection Deadline**”).

[86] **ORDERS** that, if no Notice of Objection is served by the Objection Deadline, the Judge having carriage of these proceedings (the “**Presiding Judge**”) may determine: (a) whether a hearing is necessary; (b) whether such hearing will be in person, by videoconference, by telephone or by written submissions only; and (c) the parties from whom submissions are required (collectively, the “**Hearing Details**”). In the absence of any such determination, a hearing will be held in the ordinary course.

[87] **ORDERS** that, if no Notice of Objection is served by the Objection Deadline, the Monitor or the Monitor’s counsel shall communicate with the Presiding Judge regarding whether a determination has been made by the Presiding Judge concerning the Hearing Details. The Monitor or the Monitor’s counsel shall thereafter advise the Service List of the Hearing Details, and the Monitor shall report upon its dissemination of the Hearing Details to the Court in a timely manner, which may be contained in the Monitor’s next report in these proceedings.

[88] **ORDERS** that, if a Notice of Objection is served by the Objection Deadline, the interested parties shall appear before the Presiding Judge on the Initial Return Date at the Initial Return Time, or such earlier or later time as may be directed by the Court, to, as the Court may direct: (a) proceed with the hearing on the Initial Return Date and at the Initial Return Time; or (b) establish a schedule for the delivery of materials and the hearing of the contested application and such other matters, including interim relief, as the Court may direct.

(y) **General**

[89] **ORDERS** that no Person shall commence, proceed with or enforce any Proceedings against any of the Directors, employees, representatives, legal counsel or financial advisers of the Applicants or of the Monitor in relation to the Business or Property of the Applicants without first obtaining leave of this Court, upon ten (10) calendar days’ written notice to the Applicants’ counsel, the Monitor’s counsel, and to all those referred to in this paragraph whom it is proposed be named in such Proceedings.

[90] **DECLARES** that this Order and any proceeding or affidavit leading to this Order, shall not, in and of themselves, constitute a default or failure to comply by the Applicants under any statute, regulation, licence, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement.

[91] **DECLARES** that, except as otherwise specified herein, the Applicants and the Monitor are at liberty to serve any notice, proof of claim form, proxy, circular or

other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery, electronic mail, or electronic transmission to Persons or other appropriate parties at their respective given addresses as last shown on the records of the Applicants and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if by ordinary mail.

- [92] **DECLARES** that the Applicants and any party to these proceedings may serve any court materials in these proceedings on all represented parties electronically, by emailing a PDF or other electronic copy of such materials to counsels' email addresses.
- [93] **ORDERS** that Schedule ● to Second Report of the Monitor shall be filed under seal and kept confidential until further order of this Court.
- [94] **DECLARES** that, unless otherwise provided herein, under the CCAA, or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings, unless such Person has served an Answer on the counsel for the Applicants and the Monitor and has filed such notice with this Court, or appears on the Service List, save and except when an order is sought against a Person not previously involved in these proceedings.
- [95] **DECLARES** that the Applicants or the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order on notice only to each other.
- [96] **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon three (3) days' notice to the Applicants, the Monitor and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order, such application or motion shall be filed during the Stay Period ordered by this Order, unless otherwise ordered by this Court.
- [97] **DECLARES** that this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.
- [98] **REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative body in any Province of Canada and any Canadian federal court or in the United States of America, including without limitation the United States Bankruptcy Court, and any court or administrative body elsewhere, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All Courts, tribunals, regulatory and

administrative bodies are respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor or the authorized representative of the Applicants in any foreign proceeding, to assist the Applicants, and the Monitor, and to act in aid of and to be complementary to this Court, in carrying out the terms of this Order.

[99] **AUTHORIZES** the Monitor or the Applicants to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement this Order and any subsequent orders of this Court. All courts and administrative bodies of all such jurisdictions are respectively requested to make such orders and to provide such assistance to the Applicants and the Monitor as may be deemed necessary or appropriate for that purpose.

[100] **ORDERS** the provisional execution of this Order notwithstanding appeal and without security.

[101] **THE WHOLE WITHOUT COSTS.**

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MARTIN F. SHEEHAN, J.S.C.

MTRE SANDRA ABITAN  
MTRE JULIEN MORISSETTE  
MTRE ILIA KRAVTSOV  
MTRE JACK M. LITTLE  
(OSLER HOSKIN & HARCOURT LLP)  
COUNSEL TO THE APPLICANTS

Hearing date: February 12, 2025

**SCHEDULE A – LIST OF APPLICANT ENTITIES**

- ELNA Pediatrics Inc.
- Tiny Tots Medical Centre Ltd.
- 7503881 Canada Inc.
- Clinique Médicale ELNA Unimed Inc.
- Gestion ELNA 2 Inc. (ELNA Plateau Mont-Royal)
- CDL Protontherapy Center Inc.
- CDL Proton Management Inc.
- Clinique Médicale ELNA Châteauguay Inc.
- Clinique Métro-Medic Centre-Ville Inc.
- 9248-5994 Québec Inc. (ELNA Pierrefonds)
- Créa-Med Clinique de Médecine Privée Inc.
- GBMC Medical Office Management Inc.
- Omni-Med Stillview Inc.
- ELNA ROCKLAND MANAGEMENT INC.
- ELNA Rockland Clinic Inc.
- ELNA Clinique A Inc.
- ELNA Group Inc. (ELNA Cosmetics)
- ELNA Anti-Aging Inc.
- Clinique Médicale ELNA Décarie Inc.
- ELNA Plus Décarie Square Inc.
- ELNA Mental Health Inc.
- ELNA Technologies Inc.

- Montreal Perfusion Center Inc.
- Gestion ELNA 1 Inc.
- Clinique Privamed Inc.
- M-Health Solutions Inc.
- 1000224328 Ontario Inc.
- CDL Laboratories Inc.
- 11247603 Canada Inc.
- 7159099 Canada Inc.
- CDL Cardiology Inc.
- ELNA Acquisitions Inc.
- Medicentres Canada Inc.
- 9472-1024 Québec Inc.
- Gestion Privamed Inc.

## Exhibit R-2

**SUPERIOR COURT**  
**(Commercial Division)**

CANADA

~~CANADA~~

~~PROVINCE OF QUEBEC~~

~~DISTRICT OF MONTRÉAL~~

~~SUPERIOR COURT~~

~~—Commercial Division~~

QUÉBEC

~~File: No: Montreal, ●, 200●~~

~~500-11-●DIS~~

~~TRICT OF~~

~~Present: The Honourable ●, J.S.C.: MONTRÉAL~~

~~***IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT  
ACT, R.S.C. 1985, c. C-36, AS AMENDED:***~~

No.:

~~●500-11-065011-245~~

DATE: February 12, 2025

**BEFORE THE HONOURABLE MARTIN F. SHEEHAN, J.S.C.**

~~Petitioner~~

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

**ELNA MEDICAL GROUP INC. / GROUPE MÉDICAL ELNA INC.**

**9508503 CANADA INC.**

~~And~~ **THE OTHER APPLICANTS LISTED IN SCHEDULE A HERETO**

Applicants

~~Monitor~~

and

RAYMOND CHABOT INC.

Monitor

SECOND AMENDED AND RESTATED INITIAL ORDER

**INITIAL ORDER<sup>†</sup>**

- [1] ~~ON READING ●'s petition for an initial order~~ **CONSIDERING** the Amended Application for an Initial Order, an Amended and Restated Initial Order, a SISP Approval Order and Other Ancillary Relief (the "Initial Application") pursuant to the Companies' Creditors Arrangement Act, R.S.C. RSC 1985, c C-36 (, as amended ~~the ("CCAA") and the exhibits,~~ the exhibits and the affidavit of ●Mr. Laurent Amram ("Amram"), filed in support thereof ~~(the "Petition"), the consent of ● to act as monitor (the "Monitor"), relying upon the submissions of counsel and being advised that the interested parties, including secured creditors who are likely to be affected by the charges created herein were given prior notice of the presentation of the Petition;~~
- [2] **CONSIDERING** the Initial Order issued by this Court on December 11, 2024 ("Initial Order") as amended and restated on December 17, 2024 ("ARIO");
- [3] **CONSIDERING** the appointment of Raymond Chabot Inc. as monitor (the "Monitor");
- [4] **CONSIDERING** the Applicants' Application for a Second Amended and Restated Initial Order (the "Application"), the exhibits and the affidavit of Mr. Patrick Ifergan, filed in support thereof;
- [5] **CONSIDERING** the Second Report of the Monitor dated ● 2025 (the "Second Report of the Monitor");

<sup>†</sup> Together with the petition, a blacklined version of the initial order showing the changes made must be delivered to the Court and subsequently published on the monitor's website.

[6] CONSIDERING the submissions of counsel and the testimony of the witnesses heard;

[7] **GIVEN** the provisions of the CCAA;

~~WHEREFORE,~~ **THE COURT** HEREBY:

[8] ~~1.~~ **GRANTS** the ~~Petition~~ Application.

[9] ~~2.~~ **ISSUES** an order pursuant to the CCAA (the "**Order**"), divided under the following headings:

(a) ~~•~~ Service;

(b) ~~•~~ Application of the CCAA;

(c) ~~•~~ Effective Time;

(d) Administrative Consolidation;

(e) ~~•~~ Plan of Arrangement;

(f) ~~•~~ Stay of Proceedings against the ~~Petitioner~~ Applicants and the Property;

(g) ~~•~~ Stay of Proceedings against the Directors and Officers;

(h) NBC and BDC to be Treated as Unaffected Creditors;

(i) ~~•~~ Possession of Property and Operations;

(j) Intercompany Transactions;

(k) ~~•~~ No Exercise of Rights or Remedies;

(l) ~~•~~ No Interference with Rights;

(m) ~~•~~ Continuation of Services;

(n) ~~•~~ Non-Derogation of Rights;

(o) ~~•~~ Interim Financing (DIP);



- (p) • Directors' and Officers' Indemnification and Charge;
- (q) Medicentres Retention Program;
- (r) Medicentres Key Employee Retention Plan
- (s) ELNA Key Employee Retention Plan
- (t) • Restructuring;
- (u) Appointment of the Chief Financial Officer;
- (v) • Powers of the Monitor & Administration Charge;
- (w) • Priorities and General Provisions Relating to the CCAA Charges;
- (x) Hearing Scheduling and Details;
- (y) • General.

(a) **Service**

[10] ORDERS that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with further service thereof.

[11] ~~3.~~ **DECLARES** that sufficient prior notice of the presentation of this ~~Petition~~Application has been given by the ~~Petitioner~~Applicants to interested parties, including the secured creditors who are likely to be affected by the charges created herein.

(b) **Application of the CCAA**

[12] ~~4.~~ **DECLARES** that the ~~Petitioner is a~~Applicants including the legal persons listed in Schedule A to this Order are debtor ~~company~~companies to which the CCAA applies.

(c) **Effective ~~time~~Time**

[13] ~~5.~~ **DECLARES** that this Order and all of its provisions are effective as of 12:01 a.m. ~~Montreal time, province of Quebec, on the date of this Order~~ (Montréal time, Province of Québec, on December 11, 2024 (the "FDIO Effective Time"), and



with respect to Gestion Privamed Inc. as of 12:01 a.m. Montréal time, Province of Québec on December 17, 2024 (the “GP Effective Time” together with FDIO Effective Time, the “Effective Time”).

**(d) Administrative Consolidation**

[14] **ORDERS** the consolidation of these CCAA proceedings of the Applicants under one single Court file, in file number 500-11-065011-245

[15] **ORDERS** that all existing and future proceedings, filings, and other matters (including, without limitation, all applications, reports and cash flows) in these CCAA proceedings henceforth be filed jointly and together by the Applicants, and the Monitor, as applicable, under file number 500-11-065011-245.

[16] **DECLARES** that the consolidation of these CCAA proceedings in respect of the Applicants shall be for administrative purposes only and shall not effect a consolidation of the assets and property or of the debts and obligations of each of the Applicants including, without limitation, for the purposes of any plan of compromise or arrangement (“Plan”) that may be hereafter proposed.

**(e) Plan of Arrangement**

[17] ~~6.~~ **DECLARES** that the ~~Petitioner~~ Applicants, in consultation with the Monitor, shall have the authority to file with this Court and to submit to ~~its~~ their creditors one or more ~~plans of compromise or arrangement (collectively, the “Plan”)~~(s) in accordance with the CCAA.

**(f) Stay of Proceedings against the ~~Petitioner~~ Applicants and the Property**

[18] ~~7.~~ **ORDERS** that, until and including ~~● [DATE MAX. 30 DAYS], or such later date as the Court may order~~ March 19, 2025, at 11:59 p.m., Montréal time, (the “Stay Period”), no proceeding or enforcement process in any court or tribunal (each, a “Proceeding”) shall be commenced or continued against or in respect of the ~~Petitioner~~ Applicants, or affecting the ~~Petitioner’s~~ Applicants’ business operations and activities (the “Business”) or the Property (as defined herein ~~below~~), including as provided in paragraph ~~10 hereinbelow~~ [31] herein except with leave of this Court. Any and all Proceedings currently under way against or in respect of the ~~Petitioner~~ Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to subsection 11.1 CCAA.

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[19] ~~7.1~~ The ORDERS that the rights of ~~Her~~His Majesty in right of Canada and ~~Her~~His Majesty in right of a Province are suspended in accordance with the terms and conditions of ~~Subsection~~subsection 11.09 CCAA.

**(g) Stay of Proceedings against ~~the~~ Directors and Officers**

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

**(h) NBC and BDC to be Treated as Unaffected Creditors**

[21] **ORDERS** that, notwithstanding any other provision of this Order, the claims and rights of the National Bank of Canada (“**NBC**”), and the Business Development Bank of Canada (“**BDC**”) with respect to Gestion Privamed Inc. only, pursuant to any credit agreement entered into with the Applicants shall neither be affected, compromised nor arranged pursuant to the Plan or these proceedings, and that NBC, and BDC (with respect to Gestion Privamed Inc. only), shall be treated as unaffected creditors in these proceedings, this Order, any subsequent orders issued in these proceedings and in any Plan. NBC, and BDC (with respect to Gestion Privamed Inc. only), are not subject to the stay of proceedings, including the Stay Period and any renewal or extension thereof, or any other limitations of creditors’ right or recourses under this Order. Nothing in this Order shall prevent NBC, and BDC (with respect to Gestion Privamed Inc. only), from enforcing their security against the Applicants’ Property (as defined in paragraph [22] of this Order), as the case may be, in conformity with its contractual rights, subject only to NBC and BDC providing advance notice of its intention to do so.

**(i) Possession of Property and Operations**

[22] ~~9.~~ **ORDERS** that the ~~Petitioner~~Applicants shall remain in possession and control of ~~its~~their present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds



thereof (collectively the “**Property**”), the whole in accordance with the terms and conditions of this ~~order including, but not limited, to paragraph 28 hereof~~ Order.

[23] **ORDERS** that the Applicants shall be entitled, but not required to pay the following expenses with the prior consent of the Monitor or further order of the Court, as the case may be, whether incurred prior to or after this Order:

- (a) outstanding and future wages, salaries, expenses, benefits and amounts to be remitted to individual healthcare providers, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) payments to be made pursuant to the MRP, the Medicentres KERP and the ELNA KERP (as defined below);
- (c) the fees and disbursements of any counsel, advisors and agents retained or employed by the Applicants directly related to these proceedings, at their standard rates and charges; and
- (d) amounts owing for goods or services actually supplied to the Applicants prior to the date of this Order by third party suppliers up to a maximum aggregate amount of \$300,000, if, in the opinion of the Applicants and of the Monitor, the supplier is critical to the business and ongoing operations of the Applicants.

[24] **ORDERS** that except as otherwise provided to the contrary herein, the Applicants shall be entitled to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

[25] **AUTHORIZES** the Applicants to remit, in accordance with legal requirements, or pay



- (a) any deduction at source amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Québec Pension Plan, and (iv) income taxes; and
- (b) all goods and services, harmonized sales or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants and in connection with the sale of goods and services by the Applicants but only where such Sales Taxes are accrued or collected after the date of this Order.

(j) **Intercompany Transactions**

[26] **ORDERS** that, subject to the consent of the Monitor, each of the Applicants is authorized to complete outstanding transactions and engage in new transactions with other Applicants or their parent or affiliated companies, including (a) purchase or sale transactions for goods or services in the ordinary course of the business, and (b) allocation and payment of costs, expenses and other amounts for the benefit of the Applicants, including, without limitation, debt repayments and interest costs, head office, shared services and restructuring costs (collectively, "**Intercompany Transactions**"), and to continue, on and after the date of this Order, to effect Intercompany Transactions in the ordinary course of the Business. All ordinary course Intercompany Transactions among the Applicants shall continue on terms consistent with existing arrangements or past practice, subject to such changes thereto, or to such governing principles, policies or procedures as the Monitor may require, or subject to this Order or further Order of this Court.

[27] **ORDERS** that, in conformity with the DIP Term Sheet (as defined hereinafter), the Applicants shall notify, **at least three (3) days in advance**, the **Interim Lender** of any monetary payment from a Applicant to another Applicant or their affiliates, and that the Monitor shall continue to report from time to time to the Court on such monetary payments constituting Intercompany Transactions.

[28] **ORDERS** that prior to the distribution of any net sale proceeds resulting from the sale or divestiture of any Business or Property (but excluding any distribution made in respect of any amounts owing under the CCAA Charges (as defined herein), **as the case may**, it being understood that in each such case, said distribution may in itself constitute an Intercompany Transaction to form part of a subsequent Intercompany Transactions Report, as defined herein), the Monitor



shall prepare and file with the Court a report (each, an “**Intercompany Transactions Report**”) detailing all Intercompany Transactions which occurred on or after the date of the Initial Order with respect to the applicable Applicant(s), which Intercompany Transactions Report shall include the Monitor’s proposed allocation of the net amount to be attributed to each Applicant as a result of the applicable Intercompany Transactions, if any, and any net sale proceeds to be remitted by one Applicant to another Applicant as the case may be (the “**Proposed Allocation**”).

[29] **ORDERS** the Monitor to serve a copy of the Intercompany Transactions Report upon the service list prepared by the Monitor or counsel for the Monitor in connection with these CCAA proceedings (the “Service List”) and **DECLARES** that any interested creditor shall be entitled to apply to this Court within five (5) calendar days of said notification to the Service List of the Intercompany Transactions Report to contest or make representations with respect to the Proposed Allocation.

[30] **DECLARES** that paragraph [28] and [29] of this Order and their effects shall apply to any distribution, even outside of these CCAA proceedings, including, without limitation, a distribution by any trustee in bankruptcy, receiver, receiver and manager, interim receiver or any other person appointed to make a distribution in respect of the Property, unless the Court orders otherwise.

**(k) No Exercise of Rights or Remedies**

[31] ~~40.~~ **ORDERS** that during the Stay Period, and subject to, *inter alia*, subsection 11.1 CCAA, all rights and remedies, including, but not limited to rights to effect set-off or compensation between any claim arising before the date of this Order and any claim accrued to any of the Applicants after this Initial Order, modifications of existing rights and events deemed to occur pursuant to any agreement to which any of the Applicants is a party as a result of the insolvency of the Applicants and/or these CCAA proceedings, any events of default or non-performance by the Applicants or any admissions or evidence in these CCAA proceedings, of any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the ~~Petitioner~~ Applicants, or affecting the Business, the Property or any part thereof, are hereby stayed and suspended except with leave of this Court.



[32] ~~11.~~ **DECLARES** that, to the extent any rights, obligations, or prescription, time or limitation periods, including, without limitation, to file grievances, relating to the ~~Petitioner or~~ Applicants, any of the Property or the Business may expire (other than pursuant to the terms of any contracts, agreements or arrangements of any nature whatsoever), the term of such rights, obligations, or prescription, time or limitation periods shall hereby be deemed to be extended by a period equal to the Stay Period. Without limitation to the foregoing, in the event that the ~~Petitioner becomes~~ Applicants, or any of them, become(s) bankrupt or a receiver as defined in subsection 243(2) of the *Bankruptcy and Insolvency Act (Canada)*, RSC 1985 c B-3 (the “BIA”) is appointed in respect of the ~~Petitioner,~~ Applicants, (i) the period between the date of the Order and the day on which the Stay Period ends shall not be calculated in respect of the ~~Petitioner~~ Applicants in determining the 30 day periods referred to in Sections 81.1 and 81.2 of the BIA, and (ii) the date of the initial bankruptcy event pursuant to the BIA shall be deemed to be December 11, 2024.

(l) **No Interference with Rights**

[33] ~~12.~~ **ORDERS** that subject to section 11.1 of the CCAA, during the Stay Period, no Person shall discontinue, fail to honour, fail to renew, alter, interfere with, repudiate, resiliate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Petitioner,~~ Applicants except with the written consent of the ~~Petitioner~~ Applicants and the Monitor, or with leave of this Court.

(m) **Continuation of Services**

[34] ~~13.~~ **ORDERS** that during the Stay Period and subject to ~~paragraph 15~~ paragraphs [35] and [36] hereof and subsection 11.01 CCAA, all Persons having verbal or written agreements with the ~~Petitioner~~ Applicants or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other goods or services made available to the ~~Petitioner~~ Applicants, are hereby restrained until further order of this Court from discontinuing, altering, failing to renew, interfering with or terminating the supply or, as the case may be, interrupting, delaying or stopping the transit of such goods or services as may be required by the ~~Petitioner~~ Applicants, and that the ~~Petitioner~~ Applicants shall be entitled to the continued use of ~~its~~ their current premises, telephone numbers, facsimile numbers, internet addresses, domain names or other services, provided in each case that the normal prices or charges for all such goods or services received

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after the date of ~~the~~this Order are paid by the ~~Petitioner~~Applicants, without having to provide any security deposit or any other security, in accordance with normal payment practices of the ~~Petitioner~~Applicants or such other practices as may be agreed upon by the supplier or service provider and the ~~Petitioner~~Applicants, as applicable, with the consent of the Monitor, or as may be ordered by this Court.

[35] ~~14.~~ **ORDERS** that, notwithstanding anything else contained herein and subject to subsection 11.01 CCAA, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the ~~Petitioner~~Applicants on or after the date of this Order, nor shall any Person be under any obligation on or after the date of ~~the~~this Order to make further advance of money or otherwise extend any credit to the ~~Petitioner~~Applicants.

[36] ~~15.~~ **ORDERS** that, without limiting the generality of the foregoing and subject to ~~Section~~section 21 of the CCAA and paragraph [21] of this Order, if applicable, cash or cash equivalents placed on deposit by any of the ~~Petitioner~~Applicants with any Person during the Stay Period, whether in an operating account or otherwise for itself or for another entity, shall not be applied by such Person in reduction or repayment of amounts owing to such Person as of the date of ~~the~~this Order or due on or before the expiry of the Stay Period or in satisfaction of any interest or charges accruing in respect thereof; however, this provision shall not prevent any financial institution from: (i) reimbursing itself for the amount of any cheques drawn by ~~Petitioner~~an Applicant and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into ~~the Petitioner's~~an Applicant's account until those cheques or other instruments have been honoured by the financial institution on which they have been drawn.

(n) **Non-Derogation of Rights**

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

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**(o) Interim Financing (DIP)**

[38] ~~17.~~ **ORDERS** that ~~Petitioner~~the Applicants be and ~~is~~are hereby authorized to borrow, ~~repay and reborrow~~ from ~~● (NBC (in such capacity,~~ the “**Interim Lender**”) such amounts from time to time as ~~Petitioner~~the Applicants may consider necessary or desirable, up to ~~a maximum~~an aggregate principal amount ~~of not exceeding~~ \$~~●~~5,000,000 outstanding at any time, on the terms and conditions as set forth in the Interim Financing Term Sheet ~~attached hereto as Schedule ● (the~~ ~~“Interim Financing~~ filed under seal as Exhibit P-7 in support of the Initial Application (the “**DIP Term Sheet**”) and in the Interim Financing Documents (as defined hereinafter), to fund the ongoing expenditures of ~~Petitioner~~Applicants and to pay such other amounts as are permitted by the terms of ~~the~~this Order and the Interim Financing Documents (as defined hereinafter) (the “**Interim DIP Facility**”);.

[39] ~~18.~~ **ORDERS** that ~~Petitioner is~~the Applicants are hereby authorized to execute and deliver ~~such credit agreements,~~ the DIP Term Sheet and other security documents and ~~other definitive~~ancillary documents (~~collectively the~~ ~~“Interim Financing Documents”~~) as may be required by the Interim Lender in connection with the Interim DIP Facility and the Interim Financing Term Sheet, and Petitioner is DIP Term Sheet (collectively, the “Interim Financing Documents”), with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to with the Interim Lender, but only with the consent of the Monitor, and the Applicants are hereby authorized to perform all of its obligations under the DIP Term Sheet and the Interim Financing Documents;.

[40] ~~19.~~ **ORDERS** that ~~Petitioner~~Applicants shall pay to the Interim Lender, when due, all amounts owing (including principal, interest, fees and expenses, including without limitation, all ~~reasonable~~ fees and disbursements of counsel and all other reasonably required ~~advisers~~advisors to or agents of the Interim Lender on a full indemnity basis (the “**Interim Lender Expenses**”)) under the DIP Term Sheet and the Interim Financing Documents and shall perform all of ~~its~~their other obligations owed to the Interim Lender pursuant to the Interim Financing DIP Term Sheet, the Interim Financing Documents and the Order;.

[41] ~~20.~~ **DECLARES** that, subject to paragraph [77] of this Order, all of the Property of ~~Petitioner [or such Property as determined by the Court]~~Applicants is hereby subject to a charge and security for an aggregate amount of \$~~● (such charge and security is referred to herein as the~~ ~~“Interim Lender~~ 6,000,000 (the “DIP Charge”) in favour of the Interim Lender as security for all obligations of ~~Petitioner~~the



Applicants to the Interim Lender with respect to ~~all amounts owing~~ the payment of the DIP Facility (including principal, interest and the Interim Lender Expenses) owing to the Interim Lender under or in connection with the ~~Interim Financing~~ DIP Term Sheet and the Interim Financing Documents. ~~The Interim Lender~~ Such DIP Charge shall subsist without necessity of any publication, registration, recording, filing or perfection and shall have the priority established by paragraphs ~~40~~ [77] and ~~41~~ [78] of this Order~~;~~.

[42] ~~21.~~ **ORDERS** that the claims of the Interim Lender pursuant to the Interim Financing Documents shall not be compromised or arranged pursuant to the Plan or these proceedings and the Interim Lender, in that capacity, shall be treated as an unaffected creditor in these proceedings and in any Plan~~;~~.

[43] ~~22.~~ **ORDERS** that the Interim Lender may:

- (a) notwithstanding any other provision of the Order, take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the ~~Interim Lender~~ DIP Charge and the Interim Financing Documents in all jurisdictions where it deems it is appropriate; and
- (b) notwithstanding the terms of the paragraph to follow, refuse to make any advance to ~~Petitioner~~ the Applicants if the ~~Petitioner fails~~ Applicants fail to meet the provisions of the ~~Interim Financing~~ DIP Term Sheet and the Interim Financing Documents~~;~~.

[44] ~~23.~~ **ORDERS** that the Interim Lender shall not take any enforcement steps under the ~~DIP Term Sheet, the~~ Interim Financing Documents or the Interim Lender DIP Charge without providing at least five (5) business days' written notice (the "**Notice Period**") of a default thereunder to the ~~Petitioner~~ Applicants, the Monitor and to creditors whose rights are registered or published at the appropriate registers or requesting a copy of such notice. Upon expiry of such Notice Period, the Interim Lender shall be entitled to take any and all steps provided under the ~~DIP Term Sheet, the~~ Interim Financing Documents ~~and,~~ the ~~Interim Lender~~ DIP Charge and otherwise permitted at law, but without having to send any additional demands or notices under Section 244 of the BIA~~;~~, under the Civil Code of Quebec or any other similar legislation.

[45] ~~24.~~ **ORDERS** that, subject to further order of this Court and notwithstanding paragraph [96] of this Order, no order shall be made varying, rescinding, or otherwise affecting paragraphs ~~17 to 23 hereof~~ [38] to [45] of this Order unless either (a) ~~notice of a motion~~ an application for such order is served on the Interim



Lender by the moving party within at least seven (7) days ~~after that party was served with the Order~~ prior to the presentation thereof or (b) the Interim Lender ~~applies~~ apply for or consents to such order;

**(p) Directors' and Officers' Indemnification and Charge**

[46] ~~25.~~ **ORDERS** that the ~~Petitioner~~ Applicants shall indemnify ~~its~~ their Directors from all claims relating to any obligations or liabilities they may incur and which have accrued by reason of or in relation to their respective capacities as directors or officers of the ~~Petitioner~~ Applicants after the Effective Time, except where such obligations or liabilities were incurred as a result of such directors' or officers' gross ~~negligence~~ negligence, wilful misconduct or gross or intentional fault as further detailed in ~~Section~~ section 11.51 CCAA.

[47] ~~26.~~ **ORDERS** that the Directors of the ~~Petitioner~~ Applicants shall be entitled to the benefit of and are hereby granted a charge and security in the Property, subject to paragraph 76 of this Order, to the extent of the aggregate amount of ~~\$~~ 1,600,000 (the "~~Directors'~~ D&O Charge"), as security for the indemnity provided in paragraph ~~25~~ [46] of this Order as it relates to obligations and liabilities that the Directors may incur in such capacity after the Effective Time. The ~~Directors'~~ D&O Charge shall have the priority set out in paragraphs ~~40~~ [77] and ~~41~~ [78] of this Order.

[48] ~~27.~~ **ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the ~~Directors'~~ D&O Charge, and (b) the Directors shall only be entitled to the benefit of the ~~Directors'~~ D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the Directors are entitled to be indemnified in accordance with paragraph ~~25~~ [46] of this Order.

**(q) Medicentres Retention Program**

[49] **ORDERS** that the retention program, (the "**MRP**" of Medicentres Canada Inc. and Elna Acquisitions Inc. (collectively, the "**Medicentres**"), as described in the Initial Application, is hereby approved, and **AUTHORIZES** the Applicants to perform their obligations set forth thereunder, including by making payments in accordance with the terms of the MRP (whether incurred prior to or after this Order) and as provided in the DIP Term Sheet and in the cashflow forecast appended to the Pre-Filing Report.

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[50] **ORDERS** that all of the Medicentres' doctors, and other individual healthcare providers as applicable, shall be entitled to the benefit of and are hereby granted a charge and security in and on the Medicentres' Property to secure the Medicentres' monetary obligations under the MRP, in the aggregate amount of \$3,000,000 (the "MRP Charge"), having the priority established by paragraphs [77] and [78] of this Order.

**(r) Medicentres Key Employee Retention Program**

[51] **ORDERS** that the key employee retention plan, (the "**Medicentres KERP**") described in the Initial Application is hereby approved, and the Applicants are hereby authorized and empowered to perform their obligations set forth thereunder, including by making the payments in accordance with the terms set out therein.

[52] **ORDERS** that the employees designated in the Medicentres KERP shall be entitled to the benefit of and are hereby granted a charge and security in and on the Property, subject to paragraph 77 of this Order, to the extent of the aggregate amount of \$250,000 (the "**Medicentres KERP Charge**"), having the priority established by paragraphs [77] and [78] of this Order.

**(s) ELNA Key Employee Retention Program**

[53] **ORDERS** that the key employee retention plan, (the "**ELNA KERP**") described in the Application is hereby approved, and the Applicants are hereby authorized and empowered to perform their obligations set forth thereunder, including by making the payments in accordance with the terms set out therein.

[54] **ORDERS** that the employees designated in the ELNA KERP shall be entitled to the benefit of and are hereby granted a charge and security in and on the Property, subject to paragraph 77 of this Order, to the extent of the aggregate amount of \$250,000 (the "**ELNA KERP Charge**"), having the priority established by paragraphs [77] and [78] of this Order

**(t) Restructuring**

[55] ~~28-~~ **DECLARES** that, to facilitate the orderly restructuring of ~~its~~ their business and financial affairs (the "**Restructuring**") but subject to such requirements as are imposed by the CCAA, the ~~Petitioner shall have the right~~ Applicants, subject to prior



approval of the Monitor or further order of the Court, as the case may be, shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its~~their~~ operations or locations as ~~it deems~~they deem appropriate and make ~~provision~~provisions for the consequences thereof in ~~the~~a Plan;
- (b) pursue all avenues to finance or refinance, market, convey, transfer, assign or in any other ~~manner~~manner dispose of the Business or Property, in whole or part, subject to further order of the Court and sections 11.3 and 36 CCAA, and under reserve of subparagraph (c);
- (c) convey, transfer, assign, lease, or in ~~any~~ other manner dispose of the Property, outside ~~of~~ the ordinary course of business, in whole or in part, provided that the price in each case does not exceed \$~~■~~500,000 or \$~~■~~1,500,000 in the aggregate;
- (d) terminate the employment of such of its~~their~~ employees or temporarily or permanently lay off such of its~~their~~ employees as ~~it deems~~they deem appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the ~~Petitioner~~Applicants and such employee, or failing such agreement, make provision to deal with, any consequences thereof in ~~the~~a Plan, as the ~~Petitioner~~Applicants may determine; and
- (e) subject to the provisions of section 32 CCAA, disclaim or resiliate, any of its~~their~~ agreements, contracts or arrangements of any nature whatsoever, with such disclaimers or resiliation to be on such terms as may be agreed between the ~~Petitioner~~Applicants and the relevant party, or failing such agreement, to make provision for the consequences thereof in ~~the~~a Plan; and.

~~(F) subject to section 11.3 CCAA, assign any rights and obligations of Petitioner.~~

~~29. DECLARES that, if a notice of disclaimer or resiliation is given to a landlord of the Petitioner pursuant to section 32 of the CCAA and subsection 28(e) of this Order, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the~~



~~landlord may show the affected leased premises to prospective tenants during normal business hours by giving the Petitioner and the Monitor 24 hours prior written notice and (b) at the effective time of the disclaimer or resiliation, the landlord shall be entitled to take possession of any such leased premises and re-lease any such leased premises to third parties on such terms as any such landlord may determine without waiver of, or prejudice to, any claims or rights of the landlord against the Petitioner, provided nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.~~

~~30. ORDERS that the Petitioner shall provide to any relevant landlord notice of the Petitioner's intention to remove any fittings, fixtures, installations or leasehold improvements at least seven (7) days in advance. If the Petitioner has already vacated the leased premises, it shall not be considered to be in occupation of such location pending the resolution of any dispute between the Petitioner and the landlord.~~

[56] ~~31.~~ **DECLARES** that, in order to facilitate the Restructuring, the ~~Petitioner~~Applicants may, subject to the approval of the Monitor, or further order of the Court, settle claims of customers and suppliers that are in dispute.

[57] ~~32.~~ **DECLARES** that, pursuant to sub-paragraph 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. SC 2000, c. 5, ~~the Petitioner is~~ and equivalent provisions of the Act respecting the Protection of Personal Information in the Private Sector, CQLR, c P-39.1, of the Act respecting Health and Social Services Information, CQLR c R-22.1 and of other comparable provincial legislation, the Applicants are permitted, in the course of these proceedings, to disclose personal information of identifiable individuals in ~~its~~their possession or control to stakeholders or prospective investors, financiers, buyers or strategic partners and to ~~its advisers~~their advisors (individually, a "**Third Party**"), but only to the extent desirable or required to negotiate and complete the Restructuring or the preparation and implementation of ~~the~~a Plan or a transaction for that purpose, provided that the Persons to whom such personal information is disclosed enter into confidentiality agreements with the ~~Petitioner~~Applicants binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary to complete the transaction or Restructuring then under negotiation. Upon the completion of the use of personal information for the limited purpose set out

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herein, the personal information shall be returned to the ~~Petitioner~~Applicants or destroyed. In the event that a Third Party acquires personal information as part of the Restructuring or the preparation or implementation of ~~the~~ Plan or a transaction in furtherance thereof, such Third Party may continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the ~~Petitioner~~Applicants.

**(u) Appointment of the Chief Financial Officer**

**[58] CONFIRMS and RATIFIES** the engagement of Crowe BGK LLP (Mr. Patrick Ifergan) to act in a role akin to that of a Chief Financial Officer of the Applicants (the “**CFO**”) pursuant to the consulting agreement dated August 19, 2024, and modified on December 9, 2024, filed in support of the Initial Application as Exhibit P-8 (the “**CFO Agreement**”).

**[59] ORDERS** that the Applicants and the CFO shall be bound by the terms and conditions of the CFO Agreement and that the Applicants and the CFO are authorized to perform all of their respective obligations pursuant to the terms and conditions of the CFO Agreement and that the Applicants and the CFO shall benefit from all of the indemnities and other rights accruing to each of them thereunder.

**[60] ORDERS** that the CFO is directed and empowered to exercise and perform all of the powers, responsibilities and duties described in the CFO Agreement, as well as all other ancillary powers, responsibilities or duties as may be necessary or useful in order to give full and proper effect to the terms and conditions of the CFO Agreement or this Order (collectively the “**CFO Powers**”).

**[61] ORDERS** that the Applicants and their current and former shareholders, Directors, agents, employees and representatives shall fully cooperate with the CFO in the exercise of its powers and discharge of its duties, **rights and obligations** as provided and set out in this Order.

**[62] DECLARES** that the CFO shall not be or be deemed to be a director, officer or employee of the Applicants.

**[63] DECLARES** that the CFO shall act solely as an independent consultant to the Applicants and that it shall not be liable for any claims against the Applicants other than as expressly provided in the CFO Agreement and, for greater certainty:

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- (a) The CFO shall not be deemed to be an owner or in possession, care, control or management of the Applicants' assets or associated therewith or of the Applicants' employees or any other property of the Applicants;
- (b) The CFO shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labour standards or pension benefits or health and safety or other statute, regulation or rule of law for any purpose whatsoever, and shall not incur any successor liabilities whatsoever; and
- (c) The Applicants shall bear all responsibility for any liability whatsoever (including without limitation losses, costs, damages, fines or awards) relating to claims of customers, employees and any other persons arising from events occurring at the Applicants' premises in connection with these proceedings, except to the extent such claims are the result of events or circumstances caused or contributed to by the gross negligence, wilful misconduct or intentional or gross fault of the CFO, its employees, agents or other representatives, or otherwise in accordance with the CFO Agreement;

[64] **ORDERS** that the CFO shall incur no liability or obligation as a result of the engagement under the CFO Agreement or the fulfillment or exercise of the CFO Powers, save and except for gross negligence, wilful misconduct or intentional or gross fault on the CFO's part.

[65] **DECLARES** that the CFO shall not, as a result of the fulfillment or exercise of the CFO Powers, be deemed to occupy or take control, care, charge, possession or management of any of the property of the Applicants within the meaning of any environmental legislation.

[66] **ORDERS** that:

- (a) Any indemnification obligations of the Applicants in favour of the CFO; and
- (b) The payment obligations of the Applicants to the CFO;

shall be entitled to the benefit of and shall form part of the Administration Charge set out herein.



[67] ORDERS that the claims of the CFO shall neither be compromised nor arranged pursuant to the Plan or these proceedings, and that the CFO shall be treated as an unaffected creditor in these proceedings and in any Plan.

[68] ORDERS that the Applicants will indemnify and hold harmless the CFO for and against all claims, obligations or liabilities that any member of the CFO may incur or for which any member of the CFO may become responsible by reason of or in relation to the CFO Agreement, the fulfillment or exercise of the CFO Powers or this Order, except where such claims, obligations or liabilities result from the CFO's gross negligence, willful misconduct or gross or intentional fault.

(v) Powers of the Monitor & Administration Charge

[69] ~~33.~~ ORDERS that *Raymond Chabot Inc.*, a licensed insolvency trustee, is hereby appointed to monitor the business and financial affairs of the PetitionerApplicants as an officer of this Court (the “Monitor”) and that the Monitor, in addition to the prescribed powers and obligations, referred to in Sectionsection 23 of the CCAA:

(a) shall, without delay, (i) publish once a week for two (2) consecutive weeks ~~for as otherwise directed by the Court], in [newspapers specified by the Court], in~~ La Presse (French version) and the Globe and Mail National Edition (English version) and (ii) within five (5) business days after the date of this Order (A) post on the Monitor's website (the “Website”) a notice containing the information prescribed under the CCAA, (B) make this Order publicly available in the manner prescribed under the CCAA, (C) send, in the prescribed manner, a notice to all known creditors having a claim against the PetitionerApplicants of more than \$1,000, advising them that ~~the~~this Order is publicly available, and (D) prepare a list showing the names and addresses of such creditors and the estimated amounts of their respective claims, and make it publicly available in the prescribed manner, all in accordance with Sectionsection 23(1)(a) of the CCAA and the regulations made thereunder;

(b) shall monitor the Petitioner'sApplicants' receipts and disbursements and shall have complete and unfettered read-only access to all of the Applicants' bank accounts;

- (c) shall assist the ~~Petitioner~~Applicants, to the extent required by the ~~Petitioner~~Applicants, in dealing with ~~its~~their creditors and other interested Persons during the Stay Period;
- (d) shall assist the ~~Petitioner~~Applicants, to the extent required by the ~~Petitioner~~Applicants, with the preparation of ~~its~~their cash flow projections and any other projections or reports and the development, negotiation and implementation of ~~the~~any Plan;
- (e) shall advise and assist the ~~Petitioner~~Applicants, to the extent required by the ~~Petitioner~~Applicants, to review the ~~Petitioner's~~Applicants' business and assess opportunities for cost reduction, revenue enhancement and operating efficiencies;
- (f) shall assist the ~~Petitioner~~Applicants, to the extent required by the ~~Petitioner~~Applicants, with the Restructuring and in ~~its~~their negotiations with ~~its~~their creditors and other interested Persons and with the holding and administering of any meetings held to consider ~~the~~a Plan;
- (g) shall report to the Court on the state of the business and financial affairs of the ~~Petitioner~~Applicants or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order;
- (h) shall report to this Court and interested parties, including but not limited to creditors affected by ~~the~~a Plan, with respect to the Monitor's assessment of, and recommendations with respect to, ~~the~~a Plan;
- (i) may retain and employ such agents, ~~advisers~~advisors and other assistants as are reasonably necessary for the purpose of carrying out the terms of ~~the~~this Order, including, without limitation, one or more entities related to or affiliated with the Monitor;
- (j) may engage legal counsel to the extent the Monitor considers necessary in connection with the exercise of its powers or the discharge of its obligations in these proceedings and any related proceeding, under ~~the~~this Order or under the CCAA;

~~(k) may act as a "foreign representative" of the Petitioner or in any other similar~~



~~capacity in any insolvency, bankruptcy or reorganisation proceedings outside of Canada;~~

- (k) ~~(L)~~ may give any consent or approval as may be contemplated by ~~the~~this Order or the CCAA; ~~and~~
- (l) may hold and administer funds in connection with arrangements made among the Applicant, any counterparties and the Monitor, or by Order of this Court;
- (m) may perform such other duties as are required by ~~the~~this Order or the CCAA or by this Court from time to time; and
- (n) may do all things which are, in the Monitor's opinion, necessary and reasonable in order to support or assist the Applicants with their filing of all returns and documents regarding Sales Taxes, including without limitation the Applicants' payment of such Sales Taxes within the strict delays provided by applicable laws and regulations.

Unless expressly authorized to do so by this Court, the Monitor shall not otherwise interfere with the business and financial affairs carried on by the ~~Petitioner~~Applicants, and the Monitor is not empowered to take possession of the Property nor to manage any of the business and financial affairs of the ~~Petitioner~~Applicants.

[70] **ORDERS** that the Applicants and their current and former shareholders, Directors, agents, employees and representatives, and the CFO shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties, rights and obligations as provided and set out in this Order.

[71] ~~34.~~ **ORDERS** that ~~the Petitioner and its~~, without limiting the generality of anything herein, the Applicants and their Directors, officers, employees and agents, accountants, auditors, the CFO, and all other Persons having notice of ~~the~~this Order shall forthwith provide the Monitor with unrestricted access to all of the Business and Property, including, without limitation, the premises, books, records, data, including data in electronic form, and all other documents of the ~~Petitioner~~Applicants in connection with the Monitor's duties and responsibilities hereunder.



- [72] ~~35.~~ **DECLARES** that the Monitor may provide creditors and other relevant stakeholders of the ~~Petitioner~~Applicants with information in response to requests made by them in writing addressed to the Monitor and copied to the ~~Petitioner's~~Applicants' counsel. In the case of information that the Monitor has been advised by the ~~Petitioner~~Applicants is confidential, proprietary or competitive, the Monitor shall not provide such information to any Person without the consent of the ~~Petitioner~~Applicants unless otherwise directed by this Court.
- [73] ~~36.~~ **DECLARES** that if the Monitor, in its capacity as Monitor, carries on the business of the ~~Petitioner~~Applicants or continues the employment of the ~~Petitioner's~~Applicants' employees, the Monitor shall benefit from the provisions of section 11.8 of the CCAA.
- [74] ~~37.~~ **DECLARES** that section 215 of the BIA applies *mutatis mutandis* and that no action or other proceedings shall be commenced against the Monitor or its representatives relating to its appointment, its conduct as Monitor or the carrying out of the provisions of any order of this Court, except with prior leave of this Court, on at least ~~seven~~ten (10) days' notice to the Monitor and its counsel. The entities related to or affiliated with the Monitor ~~referred to in subparagraph 34(i) hereof~~and their representatives shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.
- [75] ~~38.~~ **ORDERS** that ~~Petitioner~~the Applicants shall pay the reasonable fees and disbursements of the Monitor, the Monitor's legal counsel, the ~~Petitioner's~~Applicants' legal counsel, and other advisers, directly related to these proceedings, the Plan and the Restructuring, whether incurred before or after the Order, ~~and shall provide each with a reasonable retainer in advance on account of such fees and disbursements, if so requested.~~
- [76] ~~39.~~ **DECLARES** that Raymond Chabot Grant Thornton & Co LLP, the Monitor, the Monitor's legal counsel, ~~if any, the Petitioner's~~the CFO and the Applicants' legal counsel ~~and the Monitor and the Petitioner's respective advisers~~, as security for the professional fees and disbursements incurred both before and after the making of ~~the~~this Order and directly related to these proceedings, ~~the~~any Plan and the Restructuring, be entitled to the benefit of and are hereby granted a charge and security in the Property, subject to paragraph 76 of this Order, to the extent of the aggregate amount of \$~~●~~1,000,000 (the "**Administration Charge**"), having the priority established by paragraphs ~~40~~[77] and ~~41~~hereof[78] of this Order.

**(w) Priorities and General Provisions Relating to the CCAA Charges**

[77] ~~40.~~ **DECLARES** that the priorities of the Administration Charge, the ~~Interim Lender~~ DIP Charge, the MRP Charge, the Medicentres KERP Charge, the ELNA KERP Charge and ~~Directors'~~ the D&O Charge (collectively, the “**CCAA Charges**”), as between them with respect to any Property to which they apply, shall be as follows:

- (a) ~~(a)~~ first, the Administration Charge;
- (b) ~~(b)~~ second, the ~~Directors'~~ MRP Charge (only with respect to the Medicentres' Property);
- (c) ~~(c)~~ third, the ~~Interim Lender Charge; and~~ KERP Charge (only with respect to the Medicentres' Property)
- (d) ~~(d)~~ fourth, ~~the~~ DIP Charge;
- (e) fifth, the ELNA KERP; and
- (f) sixth, the D&O Charge.

[78] ~~41.~~ **DECLARES** that ~~each of~~ the CCAA Charges shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, deemed trusts, options, encumbrances or security of whatever nature or kind (collectively, the “**Encumbrances**”) affecting the Property whether or not charged by such Encumbrances, with the exception of the two (2) immovable properties located at 203-1052, Lionel-Daunais Street, Boucherville (lot number 4 108 254), and 5955, Marie-Victorin Boulevard, Brossard (lot number 4 535 095), as well as (i) the rents and other income generated by these immovable properties, (ii) the movable property that is currently or will in the future be materially physically attached or joined to or united with these immovable properties, and (iii) the indemnities payable under any insurance contract covering these immovable properties and the property mentioned in (i) and (ii), which shall not be subject to any CCAA Charges.

[79] ~~42.~~ **ORDERS** that, except as otherwise expressly provided for herein, the ~~Petitioner~~ Applicants shall not grant any Encumbrances in or against any Property that rank in priority to, or *pari passu* with, any of the CCAA Charges unless the



~~Petitioner obtains~~ Applicants obtain the prior written consent of the Monitor and the prior approval of the Court.

[80] ~~43.~~ **DECLARES** that the each of the CCAA Charges shall attach, as of the Effective Time, to all present and future Property of the ~~Petitioner~~ Applicants, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.

[81] ~~44.~~ **DECLARES** that the CCAA Charges and the rights and remedies of the beneficiaries of ~~such~~ the CCAA Charges, as applicable, shall be valid and enforceable and ~~shall~~ not otherwise be limited or impaired in any way by: (i) these proceedings and the ~~declaration~~ declarations of insolvency made herein; (ii) any ~~petition for a receiving~~ application(s) for bankruptcy or receivership order(s) filed pursuant to ~~the BIA in respect of the Petitioner or any receiving, or any~~ bankruptcy or receivership order made pursuant to ~~any~~ such ~~petition~~ applications or any ~~assignment~~ assignments in bankruptcy made or deemed to be made in respect of ~~the Petitioner~~ any Applicant; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, ~~offer to lease~~ or other arrangement which binds the ~~Petitioner~~ Applicants (a “**Third Party Agreement**”), and notwithstanding any provision to the contrary in any Third Party Agreement:

(a) the creation of ~~any of~~ the CCAA Charges shall not create ~~or~~ nor be deemed to constitute a breach by the ~~Petitioner~~ Applicants of any Third Party Agreement to which ~~it~~ any of the Applicants is a party; and

(b) - ~~any of~~ the beneficiaries of the CCAA Charges shall not have any liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges.

[82] ~~45.~~ **DECLARES** that notwithstanding: (i) these proceedings and ~~any~~ declaration ~~the~~ declarations of insolvency made herein; (ii) any ~~petition for a receiving~~ application(s) for bankruptcy or receivership order(s) filed pursuant to ~~the BIA in respect of the Petitioner and any receiving order allowing such petition or any~~ assignment, or any bankruptcy or receivership order made pursuant to such applications or any assignments in bankruptcy made or deemed to be made in respect of ~~the Petitioner~~ any Applicant, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by ~~the~~ Petitioner any Applicant pursuant to ~~the~~ this Order and the granting of the CCAA

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Charges, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances, preferential payments, transfers at undervalue or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.

[83] ~~46.~~ **DECLARES** that the CCAA Charges shall be valid and enforceable as against all Property of the ~~Petitioner~~ Applicants and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the ~~Petitioner, for all purposes~~ Applicants.

(x) **Hearing Scheduling and Details**

[84] **ORDERS** that, subject to further Order of this Court, all applications in these CCAA proceedings are to be brought on not less than five (5) calendar days' notice to all Persons on the Service List. Each application shall specify a date (the "Initial Return Date") and time (the "Initial Return Time") for the hearing.

[85] **ORDERS** that any Person wishing to object to the relief sought on an application in these CCAA proceedings must serve responding materials or a notice stating the objection to the application and the grounds for such objection (a "Notice of Objection") in writing to the moving party, the Applicants and the Monitor, with a copy to all Persons on the Service List, no later than 5 P.M. on the date that is three (3) calendar days prior to the Initial Return Date (the "Objection Deadline").

[86] **ORDERS** that, if no Notice of Objection is served by the Objection Deadline, the Judge having carriage of these proceedings (the "Presiding Judge") may determine: (a) whether a hearing is necessary; (b) whether such hearing will be in person, by videoconference, by telephone or by written submissions only; and (c) the parties from whom submissions are required (collectively, the "Hearing Details"). In the absence of any such determination, a hearing will be held in the ordinary course.

[87] **ORDERS** that, if no Notice of Objection is served by the Objection Deadline, the Monitor or the Monitor's counsel shall communicate with the Presiding Judge regarding whether a determination has been made by the Presiding Judge concerning the Hearing Details. The Monitor or the Monitor's counsel shall thereafter advise the Service List of the Hearing Details, and the Monitor shall report upon its dissemination of the Hearing Details to the Court in a timely



manner, which may be contained in the Monitor's next report in these proceedings.

[88] **ORDERS** that, if a Notice of Objection is served by the Objection Deadline, the interested parties shall appear before the Presiding Judge on the Initial Return Date at the Initial Return Time, or such earlier or later time as may be directed by the Court, to, as the Court may direct: (a) proceed with the hearing on the Initial Return Date and at the Initial Return Time; or (b) establish a schedule for the delivery of materials and the hearing of the contested application and such other matters, including interim relief, as the Court may direct.

(y) **General**

[89] ~~47.~~ **ORDERS** that no Person shall commence, proceed with or enforce any Proceedings against any of the Directors, employees, representatives, legal counsel or financial advisers of the ~~Petitioner~~Applicants or of the Monitor in relation to the Business or Property of the ~~Petitioner,~~Applicants without first obtaining leave of this Court, upon ~~five~~ten (~~5~~10) calendar days' written notice to the ~~Petitioner's~~Applicants' counsel, the Monitor's counsel, and to all those referred to in this paragraph whom it is proposed be named in such Proceedings.

[90] ~~48.~~ **DECLARES** that ~~the~~this Order and any proceeding or affidavit leading to ~~the~~this Order, shall not, in and of themselves, constitute a default or failure to comply by the ~~Petitioner~~Applicants under any statute, regulation, licence, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement.

[91] ~~49.~~ **DECLARES** that, except as otherwise specified herein, the ~~Petitioner~~Applicants and the Monitor are at liberty to serve any notice, proof of claim form, proxy, circular or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery, electronic mail, or electronic transmission to Persons or other appropriate parties at their respective given addresses as last shown on the records of the ~~Petitioner~~Applicants and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if by ordinary mail.

[92] ~~50.~~ **DECLARES** that the ~~Petitioner~~Applicants and any party to these proceedings may serve any court materials in these proceedings on all represented parties electronically, by emailing a PDF or other electronic copy of such materials to

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counsel's email addresses, ~~provided that the Petitioner shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter.~~

[93] ORDERS that Schedule ● to Second Report of the Monitor shall be filed under seal and kept confidential until further order of this Court.

[94] ~~51.~~ **DECLARES** that, unless otherwise provided herein, under the CCAA, or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings, unless such Person has served a ~~Notice of Appearance~~ an Answer on the ~~solicitors~~ counsel for the ~~Petitioner~~ Applicants and the Monitor and has filed such notice with this Court, or appears on the ~~service list prepared by the monitor or its attorneys~~ Service List, save and except when an order is sought against a Person not previously involved in these proceedings;

[95] ~~52.~~ **DECLARES** that the ~~Petitioner~~ Applicants or the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of ~~the~~ this Order on notice only to each other.

[96] ~~53.~~ **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon ~~five~~ three (~~53~~) days' notice to the ~~Petitioner~~ Applicants, the Monitor and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order, such application or motion shall be filed during the Stay Period ordered by this Order, unless otherwise ordered by this Court;

[97] ~~54.~~ **DECLARES** that ~~the~~ this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.

[98] **REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative body in any Province of Canada and any Canadian federal court or in the United States of America, including without limitation the United States Bankruptcy Court, and any court or administrative body elsewhere, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All Courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor or the authorized representative of the Applicants in any foreign

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proceeding, to assist the Applicants, and the Monitor, and to act in aid of and to be complementary to this Court, in carrying out the terms of this Order.

[99] ~~55. DECLARES that~~ **AUTHORIZES** the Monitor, ~~with the prior consent of the Petitioner, shall be authorized~~ or the Applicants to apply as ~~it~~ they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement ~~the~~ this Order and any subsequent orders of this Court ~~and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Monitor shall be the foreign representative of the Petitioner.~~ All courts and administrative bodies of all such jurisdictions are ~~hereby~~ respectively requested to make such orders and to provide such assistance to the Applicants and the Monitor as may be deemed necessary or appropriate for that purpose.

~~56. REQUESTS the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.~~

[100] ~~57.~~





**SCHEDULE A – LIST OF APPLICANT ENTITIES**

- ELNA Pediatrics Inc.
- Tiny Tots Medical Centre Ltd.
- 7503881 Canada Inc.
- Clinique Médicale ELNA Unimed Inc.
- Gestion ELNA 2 Inc. (ELNA Plateau Mont-Royal)
- CDL Protontherapy Center Inc.
- CDL Proton Management Inc.
- Clinique Médicale ELNA Châteauguay Inc.
- Clinique Métro-Medic Centre-Ville Inc.
- 9248-5994 Québec Inc. (ELNA Pierrefonds)
- Créa-Med Clinique de Médecine Privée Inc.
- GBMC Medical Office Management Inc.
- Omni-Med Stillview Inc.
- ELNA ROCKLAND MANAGEMENT INC.
- ELNA Rockland Clinic Inc.
- ELNA Clinique A Inc.
- ELNA Group Inc. (ELNA Cosmetics)
- ELNA Anti-Aging Inc.
- Clinique Médicale ELNA Décarie Inc.



- ELNA Plus Décarie Square Inc.
- ELNA Mental Health Inc.
- ELNA Technologies Inc.
- Montreal Perfusion Center Inc.
- Gestion ELNA 1 Inc.
- Clinique Privamed Inc.
- M-Health Solutions Inc.
- 1000224328 Ontario Inc.
- CDL Laboratories Inc.
- 11247603 Canada Inc.
- 7159099 Canada Inc.
- CDL Cardiology Inc.
- ELNA Acquisitions Inc.
- Medicentres Canada Inc.
- 9472-1024 Québec Inc.
- Gestion Privamed Inc.

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Honourable \_\_\_\_\_  
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# Exhibit R-3

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT MONTRÉAL  
OF

No.: 500-11-065011-245

DATE: ~~December 17~~ February 12, 2024 2025

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**BEFORE THE HONOURABLE MARTIN F. SHEEHAN, J.S.C.**

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

**ELNA MEDICAL GROUP INC. / GROUPE MÉDICAL ELNA INC.  
9508503 CANADA INC.  
THE OTHER APPLICANTS LISTED IN SCHEDULE A HERETO  
Applicants**

**and**

**LAURENT AMRAM**  
**Impleaded Party**

**and**

**RAYMOND CHABOT INC.**  
**Monitor**

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**SECOND AMENDED AND RESTATED INITIAL ORDER**

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[1] **CONSIDERING** the Amended Application for an Initial Order, an Amended and Restated Initial Order, a SISP Approval Order and Other Ancillary Relief (the

**“Initial Application”**) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (**“CCAA”**), the exhibits and the affidavit of Mr. Laurent Amram (**“Amram”**), filed in support thereof;

[2] **CONSIDERING** the Initial Order issued by this Court on December 11, 2024 (**“Initial Order”**) as amended and restated on December 17, 2024 (**“ARIO”**);

[3] ~~[2]~~ **CONSIDERING** the ~~consent~~appointment of Raymond Chabot Inc. ~~to act~~ as monitor (the **“Monitor”**);

[4] ~~[3]~~ **CONSIDERING** the ~~Pre-Filing Report of the Monitor dated December 10, 2024 (the “Pre-Filing Report”);~~Applicants’ Application for a Second Amended and Restated Initial Order (the “Application”), the exhibits and the affidavit of Mr. Patrick Ifergan, filed in support thereof;

[5] ~~[4]~~ **CONSIDERING** the ~~First~~Second Report of the Monitor dated ~~December 16, 2024~~ 2025 (the **“FirstSecond Report of the Monitor”**);

[6] ~~[5]~~ **CONSIDERING** the submissions of counsel and the testimony of the witnesses heard;

[7] ~~[6]~~ **GIVEN** the provisions of the CCAA;

**THE COURT HEREBY:**

[8] ~~[7]~~ **GRANTS** the Application.

[9] ~~[8]~~ **ISSUES** an order pursuant to the CCAA (the **“Order”**), divided under the following headings:

- (a) Service;
- (b) Application of the CCAA;
- (c) Effective Time;
- (d) Administrative Consolidation;
- (e) Plan of Arrangement;
- (f) Stay of Proceedings against the Applicants and the Property;
- (g) Stay of Proceedings against the Directors and Officers;
- (h) NBC and BDC to be Treated as Unaffected Creditors;

- (i) Possession of Property and Operations;
- (j) Intercompany Transactions;
- (k) No Exercise of Rights or Remedies;
- (l) No Interference with Rights;
- (m) Continuation of Services;
- (n) Non-Derogation of Rights;
- (o) Interim Financing (DIP);
- (p) Directors' and Officers' Indemnification and Charge;
- (q) Medicentres Retention Program;
- (r) Medicentres Key Employee Retention Plan
- (s) [ELNA Key Employee Retention Plan](#)
- (t) ~~(s)~~ Restructuring;
- (u) ~~(t)~~ Appointment of the Chief Financial Officer;
- (v) ~~(u)~~ Powers of the Monitor & Administration Charge;
- (w) ~~(v)~~ Priorities and General Provisions Relating to the CCAA Charges;
- (x) ~~(w)~~ Hearing Scheduling and Details;
- (y) ~~(x)~~ General.

**(a) Service**

[10] ~~[9]~~ **ORDERS** that any prior delay for the presentation of the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with further service thereof.

[11] ~~[10]~~ **DECLARES** that sufficient prior notice of the presentation of this Application has been given by the Applicants to interested parties, including the secured creditors who are likely to be affected by the charges created herein.

(b) **Application of the CCAA**

[12] ~~[11]~~ **DECLARES** that the Applicants including the legal persons listed in Schedule A to this Order are debtor companies to which the CCAA applies.

(c) **Effective Time**

[13] ~~[12]~~ **DECLARES** that this Order and all of its provisions are effective as of 12:01 a.m. Montréal time, Province of Québec, on December 11, 2024 (the “**FDIO Effective Time**”), and with respect to Gestion Privamed Inc. as of 12:01 a.m. Montréal time, Province of Québec on ~~the date of this Order~~ December 17, 2024 (the “**GP Effective Time**” together with FDIO Effective Time, the “**Effective Time**”).

(d) **Administrative Consolidation**

[14] ~~[13]~~ **ORDERS** the consolidation of these CCAA proceedings of the Applicants under one single Court file, in file number 500-11-065011-245

[15] ~~[14]~~ **ORDERS** that all existing and future proceedings, filings, and other matters (including, without limitation, all applications, reports and cash flows) in these CCAA proceedings henceforth be filed jointly and together by the Applicants, and the Monitor, as applicable, under file number 500-11-065011-245.

[16] ~~[15]~~ **DECLARES** that the consolidation of these CCAA proceedings in respect of the Applicants shall be for administrative purposes only and shall not effect a consolidation of the assets and property or of the debts and obligations of each of the Applicants including, without limitation, for the purposes of any plan of compromise or arrangement (“**Plan**”) that may be hereafter proposed.

(e) **Plan of Arrangement**

[17] ~~[16]~~ **DECLARES** that the Applicants, in consultation with the Monitor, shall have the authority to file with this Court and to submit to their creditors one or more Plan(s) in accordance with the CCAA.

(f) **Stay of Proceedings against the Applicants, and the Property and Amram**

[18] ~~[17]~~ **ORDERS** that, until and including ~~February 12~~ March 19, 2025, at 11:59 p.m., Montréal time, (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants, or affecting the Applicants’ business operations and activities (the “**Business**”) or the Property (as defined herein), including as provided in paragraph [31] herein except with leave of this Court. Any and all Proceedings currently under way against or in respect of the

Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to subsection 11.1 CCAA.

[19] ~~[18]~~ **ORDERS** that the rights of His Majesty in right of Canada and His Majesty in right of a Province are suspended in accordance with the terms and conditions of subsection 11.09 CCAA.

~~[19] **ORDERS** that during the Stay Period, no Proceeding shall be commenced or continued against or in respect of Amram, or against or in respect of any of Amram's current or future assets, undertakings and properties of every nature and kind whatsoever, whether fully owned, co-owned or in his possession, and wherever situated, and including all proceeds thereof (the "Amram Property") with respect to any guarantee, contribution or indemnity obligation, liability or claim relating to the liabilities listed in Schedule B hereto, except with the written consent of the Monitor, or with leave of this Court, and any and all such Proceedings currently under way against or in respect of Amram or the Amram Property are hereby stayed and suspended pending further Order of this Court or the written consent of the Monitor.~~

**(g) Stay of Proceedings against Directors and Officers**

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

**(h) NBC and BDC to be Treated as Unaffected Creditors**

[21] **ORDERS** that, notwithstanding any other provision of this Order, the claims and rights of the National Bank of Canada ("**NBC**"), and the Business Development Bank of Canada ("**BDC**") with respect to Gestion Privamed Inc. only, pursuant to any credit agreement entered into with the Applicants shall neither be affected, compromised nor arranged pursuant to the Plan or these proceedings, and that NBC, and BDC (with respect to Gestion Privamed Inc. only), shall be treated as unaffected creditors in these proceedings, this Order, any subsequent orders issued in these proceedings and in any Plan. NBC, and BDC (with respect to Gestion Privamed Inc. only), are not subject to the stay of proceedings, including the Stay Period and any renewal or extension thereof, or any other limitations of

creditors' right or recourses under this Order. Nothing in this Order shall prevent NBC, and BDC (with respect to Gestion Privamed Inc. only), from enforcing their security against the Applicants' Property (as defined in paragraph [22] of this Order), as the case may be, in conformity with its contractual rights, subject only to NBC and BDC providing advance notice of its intention to do so.

(i) **Possession of Property and Operations**

[22] **ORDERS** that the Applicants shall remain in possession and control of their present and future assets, rights, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (collectively the "**Property**"), the whole in accordance with the terms and conditions of this Order.

[23] **ORDERS** that the Applicants shall be entitled, but not required to pay the following expenses with the prior consent of the Monitor or further order of the Court, as the case may be, whether incurred prior to or after this Order:

- (a) outstanding and future wages, salaries, expenses, benefits and amounts to be remitted to individual healthcare providers, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) payments to be made pursuant to the MRP, [the Medicentres KERP](#) and the [ELNA KERP](#) (as defined below);
- (c) the fees and disbursements of any counsel, advisors and agents retained or employed by the Applicants directly related to these proceedings, at their standard rates and charges; and
- (d) amounts owing for goods or services actually supplied to the Applicants prior to the date of this Order by third party suppliers up to a maximum aggregate amount of \$300,000, if, in the opinion of the Applicants and of the Monitor, the supplier is critical to the business and ongoing operations of the Applicants.

[24] **ORDERS** that except as otherwise provided to the contrary herein, the Applicants shall be entitled to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

[25] **AUTHORIZES** the Applicants to remit, in accordance with legal requirements, or pay

- (a) any deduction at source amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Québec Pension Plan, and (iv) income taxes; and
- (b) all goods and services, harmonized sales or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants and in connection with the sale of goods and services by the Applicants but only where such Sales Taxes are accrued or collected after the date of this Order.

**(j) Intercompany Transactions**

[26] **ORDERS** that, subject to the consent of the Monitor, each of the Applicants is authorized to complete outstanding transactions and engage in new transactions with other Applicants or their parent or affiliated companies, including (a) purchase or sale transactions for goods or services in the ordinary course of the business, and (b) allocation and payment of costs, expenses and other amounts for the benefit of the Applicants, including, without limitation, debt repayments and interest costs, head office, shared services and restructuring costs (collectively, "**Intercompany Transactions**"), and to continue, on and after the date of this Order, to effect Intercompany Transactions in the ordinary course of the Business. All ordinary course Intercompany Transactions among the Applicants shall continue on terms consistent with existing arrangements or past practice, subject to such changes thereto, or to such governing principles, policies or procedures as the Monitor may require, or subject to this Order or further Order of this Court.

[27] **ORDERS** that, in conformity with the DIP Term Sheet (as defined hereinafter), the Applicants shall notify, at least three (3) days in advance, the Interim Lender of any monetary payment from a Applicant to another Applicant or their affiliates, and that the Monitor shall continue to report from time to time to the Court on such monetary payments constituting Intercompany Transactions.

- [28] **ORDERS** that prior to the distribution of any net sale proceeds resulting from the sale or divestiture of any Business or Property (but excluding any distribution made in respect of any amounts owing under the CCAA Charges (as defined herein), as the case may, it being understood that in each such case, said distribution may in itself constitute an Intercompany Transaction to form part of a subsequent Intercompany Transactions Report, as defined herein), the Monitor shall prepare and file with the Court a report (each, an “**Intercompany Transactions Report**”) detailing all Intercompany Transactions which occurred on or after the date of the Initial Order with respect to the applicable Applicant(s), which Intercompany Transactions Report shall include the Monitor’s proposed allocation of the net amount to be attributed to each Applicant as a result of the applicable Intercompany Transactions, if any, and any net sale proceeds to be remitted by one Applicant to another Applicant as the case may be (the “**Proposed Allocation**”).
- [29] **ORDERS** the Monitor to serve a copy of the Intercompany Transactions Report upon the service list prepared by the Monitor or counsel for the Monitor in connection with these CCAA proceedings (the “**Service List**”) and **DECLARES** that any interested creditor shall be entitled to apply to this Court within five (5) calendar days of said notification to the Service List of the Intercompany Transactions Report to contest or make representations with respect to the Proposed Allocation.
- [30] **DECLARES** that paragraph [28] and [29] of this Order and their effects shall apply to any distribution, even outside of these CCAA proceedings, including, without limitation, a distribution by any trustee in bankruptcy, receiver, receiver and manager, interim receiver or any other person appointed to make a distribution in respect of the Property, unless the Court orders otherwise.
- (k) **No Exercise of Rights or Remedies**
- [31] **ORDERS** that during the Stay Period, and subject to, *inter alia*, subsection 11.1 CCAA, all rights and remedies, including, but not limited to rights to effect set-off or compensation between any claim arising before the date of this Order and any claim accrued to any of the Applicants ~~or Amram (but only for those claims identified in paragraphs 19 and 20 above)~~ after this Initial Order, modifications of existing rights and events deemed to occur pursuant to any agreement to which any of the Applicants ~~or Amram~~ is a party as a result of the insolvency of the Applicants and/or these CCAA proceedings, any events of default or non-performance by the Applicants ~~or Amram (but only for those claims identified in paragraphs 19 and 20 above)~~, or any admissions or evidence in these CCAA proceedings, of any individual, natural person, firm, corporation, partnership, limited liability company, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the

foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants ~~or Amram (but only for those claims identified in paragraphs 19 and 20 above)~~, or affecting the Business, the Property ~~the Amram Property (but only for those claims identified in paragraphs 19 and 20 above)~~ or any part thereof are hereby stayed and suspended except with leave of this Court.

- [32] **DECLARES** that, to the extent any rights, obligations, or prescription, time or limitation periods including, without limitation, to file grievances relating to the Applicants, any of the Property or the Business, ~~Amram or the Amram Property~~ may expire (other than pursuant to the terms of any contracts, agreements or arrangements of any nature whatsoever), the term of such rights, obligations, or prescription, time or limitation periods shall be deemed to be extended by a period equal to the Stay Period. Without limitation to the foregoing, in the event that the Applicants, or any of them, ~~or Amram~~ become(s) bankrupt or a receiver as defined in subsection 243(2) of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (the “**BIA**”) is appointed in respect of the Applicants, ~~Amram or the Amram Property~~, (i) the period between the date of the Order and the day on which the Stay Period ends shall not be calculated in respect of the Applicants in determining the 30 day periods referred to in Sections 81.1 and 81.2 of the BIA, and (ii) the date of the initial bankruptcy event pursuant to the BIA shall be deemed to be December 11, 2024.

(l) **No Interference with Rights**

- [33] **ORDERS** that subject to section 11.1 of the CCAA, during the Stay Period, no Person shall discontinue, fail to honour, fail to renew, alter, interfere with, repudiate, resiliate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants except with the written consent of the Applicants and the Monitor, or with leave of this Court.

(m) **Continuation of Services**

- [34] **ORDERS** that during the Stay Period and subject to paragraphs [35] and [36] hereof and subsection 11.01 CCAA, all Persons having verbal or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility or other goods or services made available to the Applicants, are hereby restrained until further order of this Court from discontinuing, altering, failing to renew, interfering with or terminating the supply or, as the case may be, interrupting, delaying or stopping the transit of such goods or services as may be required by the Applicants, and that the

Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, domain names or other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants, without having to provide any security deposit or any other security, in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and the Applicants, as applicable, with the consent of the Monitor, or as may be ordered by this Court.

[35] **ORDERS** that, notwithstanding anything else contained herein and subject to subsection 11.01 CCAA, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the Applicants on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to make further advance of money or otherwise extend any credit to the Applicants.

[36] **ORDERS** that, without limiting the generality of the foregoing and subject to section 21 of the CCAA and paragraph [21] of this Order, if applicable, cash or cash equivalents placed on deposit by any of the Applicants with any Person during the Stay Period, whether in an operating account or otherwise for itself or for another entity, shall not be applied by such Person in reduction or repayment of amounts owing to such Person as of the date of this Order or due on or before the expiry of the Stay Period or in satisfaction of any interest or charges accruing in respect thereof; however, this provision shall not prevent any financial institution from: (i) reimbursing itself for the amount of any cheques drawn by an Applicant and properly honoured by such institution, or (ii) holding the amount of any cheques or other instruments deposited into an Applicant's account until those cheques or other instruments have been honoured by the financial institution on which they have been drawn.

(n) **Non-Derogation of Rights**

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

(o) **Interim Financing (DIP)**

- [38] **ORDERS** that the Applicants be and are hereby authorized to borrow from NBC (in such capacity, the “**Interim Lender**”) such amounts from time to time as the Applicants may consider necessary or desirable, up to an aggregate principal amount not exceeding \$5,000,000 outstanding at any time, on the terms and conditions as set forth in the Interim Financing Term Sheet filed under seal as Exhibit P-7 in support of the Initial Application (the “**DIP Term Sheet**”) and in the Interim Financing Documents (as defined hereinafter), to fund the ongoing expenditures of Applicants and to pay such other amounts as are permitted by the terms of this Order and the Interim Financing Documents (as defined hereinafter) (the “**DIP Facility**”).
- [39] **ORDERS** that the Applicants are hereby authorized to execute and deliver the DIP Term Sheet and other security documents and ancillary documents as may be required by the Interim Lender in connection with the DIP Facility and the DIP Term Sheet (collectively, the “**Interim Financing Documents**”), with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to with the Interim Lender, but only with the consent of the Monitor, and the Applicants are hereby authorized to perform all of its obligations under the DIP Term Sheet and the Interim Financing Documents.
- [40] **ORDERS** that Applicants shall pay to the Interim Lender, when due, all amounts owing (including principal, interest, fees and expenses, including without limitation, all fees and disbursements of counsel and all other reasonably required advisors to or agents of the Interim Lender on a full indemnity basis (the “**Interim Lender Expenses**”) under the DIP Term Sheet and the Interim Financing Documents and shall perform all of their other obligations owed to the Interim Lender pursuant to the DIP Term Sheet, the Interim Financing Documents and the Order.
- [41] **DECLARES** that, subject to paragraph [76][77] of this Order, all of the Property of Applicants is hereby subject to a charge and security for an aggregate amount of \$6,000,000 (the “**DIP Charge**”) in favour of the Interim Lender as security for all obligations of the Applicants to the Interim Lender with respect to the payment of the DIP Facility (including principal, interest and the Interim Lender Expenses) owing to the Interim Lender under or in connection with the DIP Term Sheet and the Interim Financing Documents. Such DIP Charge shall subsist without necessity of any publication, registration, recording, filing or perfection and shall have the priority established by paragraphs [75][77] and [76][78] of this Order.
- [42] **ORDERS** that the claims of the Interim Lender pursuant to the Interim Financing Documents shall not be compromised or arranged pursuant to the Plan or these

proceedings and the Interim Lender, in that capacity, shall be treated as an unaffected creditor in these proceedings and in any Plan.

[43] **ORDERS** that the Interim Lender may:

- (a) notwithstanding any other provision of the Order, take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the DIP Charge and the Interim Financing Documents in all jurisdictions where it deems it is appropriate; and
- (b) notwithstanding the terms of the paragraph to follow, refuse to make any advance to the Applicants if the Applicants fail to meet the provisions of the DIP Term Sheet and the Interim Financing Documents.

[44] **ORDERS** that the Interim Lender shall not take any enforcement steps under the DIP Term Sheet, the Interim Financing Documents or the DIP Charge without providing at least five (5) business days' written notice (the "**Notice Period**") of a default thereunder to the Applicants, the Monitor and to creditors whose rights are registered or published at the appropriate registers or requesting a copy of such notice. Upon expiry of such Notice Period, the Interim Lender shall be entitled to take any and all steps provided under the DIP Term Sheet, the Interim Financing Documents, the DIP Charge and otherwise permitted at law, but without having to send any additional demands or notices under Section 244 of the BIA, under the Civil Code of Quebec or any other similar legislation.

[45] **ORDERS** that, subject to further order of this Court and notwithstanding paragraph ~~[94]~~[96] of this Order, no order shall be made varying, rescinding, or otherwise affecting paragraphs [38] to [45] of this Order unless either (a) an application for such order is served on the Interim Lender by the moving party within at least seven (7) days prior to the presentation thereof or (b) the Interim Lender apply for or consents to such order.

(p) **Directors' and Officers' Indemnification and Charge**

[46] **ORDERS** that the Applicants shall indemnify their Directors from all claims relating to any obligations or liabilities they may incur and which have accrued by reason of or in relation to their respective capacities as directors or officers of the Applicants after the Effective Time, except where such obligations or liabilities were incurred as a result of such directors' or officers' gross negligence, wilful misconduct or gross or intentional fault as further detailed in section 11.51 CCAA.

[47] **ORDERS** that the Directors of the Applicants shall be entitled to the benefit of and are hereby granted a charge and security in the Property, subject to

paragraph 76 of this Order, to the extent of the aggregate amount of \$1,600,000 (the “**D&O Charge**”), as security for the indemnity provided in paragraph [46] of this Order as it relates to obligations and liabilities that the Directors may incur in such capacity after the Effective Time. The D&O Charge shall have the priority set out in paragraphs [75][77] and [76][78] of this Order.

[48] **ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the Directors shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the Directors are entitled to be indemnified in accordance with paragraph [46] of this Order.

**(q) Medicentres Retention Program**

[49] **ORDERS** that the retention program, (the “**MRP**”) of Medicentres Canada Inc. and Elna Acquisitions Inc. (collectively, the “**Medicentres**”), as described in the [Initial](#) Application, is hereby approved, and **AUTHORIZES** the Applicants to perform their obligations set forth thereunder, including by making payments in accordance with the terms of the MRP (whether incurred prior to or after this Order) and as provided in the DIP Term Sheet and in the cashflow forecast appended to the Pre-Filing Report.

[50] **ORDERS** that all of the Medicentres’ doctors, and other individual healthcare providers as applicable, shall be entitled to the benefit of and are hereby granted a charge and security in and on the Medicentres’ Property to secure the Medicentres’ monetary obligations under the MRP, in the aggregate amount of \$3,000,000 (the “**MRP Charge**”), having the priority established by paragraphs [75][77] and [76][78] of this Order.

**(r) Medicentres Key Employee Retention Program**

[51] **ORDERS** that the key employee retention plan, (the “**Medicentres KERP**”) described in the [Initial](#) Application is hereby approved, and the Applicants are hereby authorized and empowered to perform their obligations set forth thereunder, including by making the payments in accordance with the terms set out therein.

[52] **ORDERS** that the employees designated in the [Medicentres](#) KERP shall be entitled to the benefit of and are hereby granted a charge and security in and on the Property, subject to paragraph [7677](#) of this Order, to the extent of the

aggregate amount of \$250,000 (the "**Medicentres KERP Charge**"), having the priority established by paragraphs ~~[76] and [77]~~ and [78] of this Order.

(s) **ELNA Key Employee Retention Program**

[53] **ORDERS** that the key employee retention plan, (the "**ELNA KERP**") described in the Application is hereby approved, and the Applicants are hereby authorized and empowered to perform their obligations set forth thereunder, including by making the payments in accordance with the terms set out therein.

[54] **ORDERS** that the employees designated in the ELNA KERP shall be entitled to the benefit of and are hereby granted a charge and security in and on the Property, subject to paragraph 77 of this Order, to the extent of the aggregate amount of \$250,000 (the "**ELNA KERP Charge**"), having the priority established by paragraphs [77] and [78] of this Order

(t) **~~(s)~~ Restructuring**

[55] ~~[53]~~ **DECLARES** that, to facilitate the orderly restructuring of their business and financial affairs (the "**Restructuring**") but subject to such requirements as are imposed by the CCAA, the Applicants, subject to prior approval of the Monitor or further order of the Court, as the case may be, shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their operations or locations as they deem appropriate and make provisions for the consequences thereof in a Plan;
- (b) pursue all avenues to finance or refinance, market, convey, transfer, assign or in any other manner dispose of the Business or Property, in whole or part, subject to further order of the Court and sections 11.3 and 36 CCAA, and under reserve of subparagraph (c);
- (c) convey, transfer, assign, lease, or in other manner dispose of the Property, outside the ordinary course of business, in whole or in part, provided that the price in each case does not exceed \$500,000 or \$1,500,000 in the aggregate;
- (d) terminate the employment of such of their employees or temporarily or permanently lay off such of their employees as they deem appropriate and, to the extent any amounts in lieu of notice, termination or severance pay or other amounts in respect thereof are not paid in the ordinary course, make provision, on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, make

provision to deal with, any consequences thereof in a Plan, as the Applicants may determine; and

- (e) subject to the provisions of section 32 CCAA, disclaim or resiliate, any of their agreements, contracts or arrangements of any nature whatsoever, with such disclaimers or resiliation to be on such terms as may be agreed between the Applicants and the relevant party, or failing such agreement, to make provision for the consequences thereof in a Plan.

[56] ~~[54]~~ **DECLARES** that, in order to facilitate the Restructuring, the Applicants may, subject to the approval of the Monitor, or further order of the Court, settle claims of customers and suppliers that are in dispute.

[57] ~~[55]~~ **DECLARES** that, pursuant to sub-paragraph 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, and equivalent provisions of the *Act respecting the Protection of Personal Information in the Private Sector*, CQLR, c P-39.1, of the *Act respecting Health and Social Services Information*, CQLR c R-22.1 and of other comparable provincial legislation, the Applicants are permitted, in the course of these proceedings, to disclose personal information of identifiable individuals in their possession or control to stakeholders or prospective investors, financiers, buyers or strategic partners and to their advisors (individually, a “**Third Party**”), but only to the extent desirable or required to negotiate and complete the Restructuring or the preparation and implementation of a Plan or a transaction for that purpose, provided that the Persons to whom such personal information is disclosed enter into confidentiality agreements with the Applicants binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary to complete the transaction or Restructuring then under negotiation. Upon the completion of the use of personal information for the limited purpose set out herein, the personal information shall be returned to the Applicants or destroyed. In the event that a Third Party acquires personal information as part of the Restructuring or the preparation or implementation of a Plan or a transaction in furtherance thereof, such Third Party may continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Applicants.

(u) ~~(t)~~ **Appointment of the Chief Financial Officer**

[58] ~~[56]~~ **CONFIRMS** and **RATIFIES** the engagement of Crowe BGK LLP (Mr. Patrick Ifergan) to act in a role akin to that of a Chief Financial Officer of the Applicants (the “**CFO**”) pursuant to the consulting agreement dated August 19, 2024, and modified on December 9, 2024, filed in support of the Initial Application as Exhibit P-8 (the “**CFO Agreement**”).

[59] ~~[57]~~ **ORDERS** that the Applicants and the CFO shall be bound by the terms and conditions of the CFO Agreement and that the Applicants and the CFO are authorized to perform all of their respective obligations pursuant to the terms and conditions of the CFO Agreement and that the Applicants and the CFO shall benefit from all of the indemnities and other rights accruing to each of them thereunder.

[60] ~~[58]~~ **ORDERS** that the CFO is directed and empowered to exercise and perform all of the powers, responsibilities and duties described in the CFO Agreement, as well as all other ancillary powers, responsibilities or duties as may be necessary or useful in order to give full and proper effect to the terms and conditions of the CFO Agreement or this Order (collectively the “**CFO Powers**”).

[61] ~~[59]~~ **ORDERS** that the Applicants and their current and former shareholders, Directors, agents, employees and representatives shall fully cooperate with the CFO in the exercise of its powers and discharge of its duties, rights and obligations as provided and set out in this Order.

[62] ~~[60]~~ **DECLARES** that the CFO shall not be or be deemed to be a director, officer or employee of the Applicants.

[63] ~~[61]~~ **DECLARES** that the CFO shall act solely as an independent consultant to the Applicants and that it shall not be liable for any claims against the Applicants other than as expressly provided in the CFO Agreement and, for greater certainty:

- (a) The CFO shall not be deemed to be an owner or in possession, care, control or management of the Applicants’ assets or associated therewith or of the Applicants’ employees or any other property of the Applicants;
- (b) The CFO shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labour standards or pension benefits or health and safety or other statute, regulation or rule of law for any purpose whatsoever, and shall not incur any successor liabilities whatsoever; and
- (c) The Applicants shall bear all responsibility for any liability whatsoever (including without limitation losses, costs, damages, fines or awards) relating to claims of customers, employees and any other persons arising from events occurring at the Applicants’ premises in connection with these proceedings, except to the extent such claims are the result of events or circumstances caused or contributed to by the gross negligence, wilful misconduct or intentional or gross fault of the CFO, its employees, agents

or other representatives, or otherwise in accordance with the CFO Agreement;

[64] ~~[62]~~ **ORDERS** that the CFO shall incur no liability or obligation as a result of the engagement under the CFO Agreement or the fulfillment or exercise of the CFO Powers, save and except for gross negligence, willful misconduct or intentional or gross fault on the CFO's part.

[65] ~~[63]~~ **DECLARES** that the CFO shall not, as a result of the fulfillment or exercise of the CFO Powers, be deemed to occupy or take control, care, charge, possession or management of any of the property of the Applicants within the meaning of any environmental legislation.

[66] ~~[64]~~ **ORDERS** that:

- (a) Any indemnification obligations of the Applicants in favour of the CFO; and
- (b) The payment obligations of the Applicants to the CFO;

shall be entitled to the benefit of and shall form part of the Administration Charge set out herein.

[67] ~~[65]~~ **ORDERS** that the claims of the CFO shall neither be compromised nor arranged pursuant to the Plan or these proceedings, and that the CFO shall be treated as an unaffected creditor in these proceedings and in any Plan.

[68] ~~[66]~~ **ORDERS** that the Applicants will indemnify and hold harmless the CFO for and against all claims, obligations or liabilities that any member of the CFO may incur or for which any member of the CFO may become responsible by reason of or in relation to the CFO Agreement, the fulfillment or exercise of the CFO Powers or this Order, except where such claims, obligations or liabilities result from the CFO's gross negligence, willful misconduct or gross or intentional fault.

(v) ~~(u)~~ **Powers of the Monitor & Administration Charge**

[69] ~~[67]~~ **ORDERS** that *Raymond Chabot Inc.*, a licensed insolvency trustee, is hereby appointed to monitor the business and financial affairs of the Applicants as an officer of this Court and that the Monitor, in addition to the prescribed powers and obligations referred to in section 23 of the CCAA:

- (a) shall, without delay, (i) publish once a week for two (2) consecutive weeks, in La Presse (French version) and the Globe and Mail National Edition (English version) and (ii) within five (5) business days after the date of this Order (A) post on the Monitor's website a notice containing the

information prescribed under the CCAA, (B) make this Order publicly available in the manner prescribed under the CCAA, (C) send, in the prescribed manner, a notice to all known creditors having a claim against the Applicants of more than \$1,000, advising them that this Order is publicly available, and (D) prepare a list showing the names and addresses of such creditors and the estimated amounts of their respective claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder;

- (b) shall monitor the Applicants' receipts and disbursements and shall have complete and unfettered read-only access to all of the Applicants' bank accounts;
- (c) shall assist the Applicants, to the extent required by the Applicants, in dealing with their creditors and other interested Persons during the Stay Period;
- (d) shall assist the Applicants, to the extent required by the Applicants, with the preparation of their cash flow projections and any other projections or reports and the development, negotiation and implementation of any Plan;
- (e) shall advise and assist the Applicants, to the extent required by the Applicants, to review the Applicants' business and assess opportunities for cost reduction, revenue enhancement and operating efficiencies;
- (f) shall assist the Applicants, to the extent required by the Applicants, with the Restructuring and in their negotiations with their creditors and other interested Persons and with the holding and administering of any meetings held to consider a Plan;
- (g) shall report to the Court on the state of the business and financial affairs of the Applicants or developments in these proceedings or any related proceedings within the time limits set forth in the CCAA and at such time as considered appropriate by the Monitor or as the Court may order;
- (h) shall report to this Court and interested parties, including but not limited to creditors affected by a Plan, with respect to the Monitor's assessment of, and recommendations with respect to, a Plan;
- (i) may retain and employ such agents, advisors and other assistants as are reasonably necessary for the purpose of carrying out the terms of this

Order, including, without limitation, one or more entities related to or affiliated with the Monitor;

- (j) may engage legal counsel to the extent the Monitor considers necessary in connection with the exercise of its powers or the discharge of its obligations in these proceedings and any related proceeding, under this Order or under the CCAA;
- (k) may give any consent or approval as may be contemplated by this Order or the CCAA;
- (l) may hold and administer funds in connection with arrangements made among the Applicant, any counterparties and the Monitor, or by Order of this Court;
- (m) may perform such other duties as are required by this Order or the CCAA or by this Court from time to time; and
- (n) may do all things which are, in the Monitor's opinion, necessary and reasonable in order to support or assist the Applicants with their filing of all returns and documents regarding Sales Taxes, including without limitation the Applicants' payment of such Sales Taxes within the strict delays provided by applicable laws and regulations.

Unless expressly authorized to do so by this Court, the Monitor shall not otherwise interfere with the business and financial affairs carried on by the Applicants, and the Monitor is not empowered to take possession of the Property nor to manage any of the business and financial affairs of the Applicants.

[70] ~~[68]~~ **ORDERS** that the Applicants and their current and former shareholders, Directors, agents, employees and representatives, and the CFO shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties, rights and obligations as provided and set out in this Order.

[71] ~~[69]~~ **ORDERS** that, without limiting the generality of anything herein, the Applicants and their Directors, officers, employees and agents, accountants, auditors, the CFO, and all other Persons having notice of this Order shall forthwith provide the Monitor with unrestricted access to all of the Business and Property, including, without limitation, the premises, books, records, data, including data in electronic form, and all other documents of the Applicants in connection with the Monitor's duties and responsibilities hereunder.

[72] ~~[70]~~ **DECLARES** that the Monitor may provide creditors and other relevant stakeholders of the Applicants with information in response to requests made by

them in writing addressed to the Monitor and copied to the Applicants' counsel. In the case of information that the Monitor has been advised by the Applicants is confidential, proprietary or competitive, the Monitor shall not provide such information to any Person without the consent of the Applicants unless otherwise directed by this Court.

[73] ~~[71]~~ **DECLARES** that if the Monitor, in its capacity as Monitor, carries on the business of the Applicants or continues the employment of the Applicants' employees, the Monitor shall benefit from the provisions of section 11.8 of the CCAA.

[74] ~~[72]~~ **DECLARES** that section 215 of the BIA applies *mutatis mutandis* and that no action or other proceedings shall be commenced against the Monitor or its representatives relating to its appointment, its conduct as Monitor or the carrying out of the provisions of any order of this Court, except with prior leave of this Court, on at least ten (10) days' notice to the Monitor and its counsel. The entities related to or affiliated with the Monitor and their representatives shall also be entitled to the protection, benefits and privileges afforded to the Monitor pursuant to this paragraph.

[75] ~~[73]~~ **ORDERS** that the Applicants shall pay the reasonable fees and disbursements of the Monitor, the Monitor's legal counsel, the Applicants' legal counsel, and other advisers, directly related to these proceedings, the Plan and the Restructuring, whether incurred before or after the Order.

[76] ~~[74]~~ **DECLARES** that Raymond Chabot Grant Thornton & Co LLP, the Monitor, the Monitor's legal counsel, the CFO and the Applicants' legal counsel, as security for the professional fees and disbursements incurred both before and after the making of this Order and directly related to these proceedings, any Plan and the Restructuring, be entitled to the benefit of and are hereby granted a charge and security in the Property, subject to paragraph 76 of this Order, to the extent of the aggregate amount of \$1,000,000 (the "**Administration Charge**"), having the priority established by paragraphs ~~[75]~~[77] and ~~[76]~~[78] of this Order.

(w) ~~(v)~~ **Priorities and General Provisions Relating to the CCAA Charges**

[77] ~~[75]~~ **DECLARES** that the priorities of the Administration Charge, the DIP Charge, the MRP Charge, the Medicentres KERP Charge, the ELNA KERP Charge and the D&O Charge (collectively, the "**CCAA Charges**"), as between them with respect to any Property to which they apply, shall be as follows:

(a) first, the Administration Charge;

- (b) second, the MRP Charge (only with respect to the Medicentres' Property);
- (c) third, the KERP Charge (only with respect to the Medicentres' Property)
- (d) fourth, the DIP Charge; ~~and~~
- (e) fifth, the ELNA KERP; and
- (f) ~~(e) fifth~~sixth, the D&O Charge.

[78] ~~[76]~~ **DECLARES** that the CCAA Charges shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, deemed trusts, options, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property whether or not charged by such Encumbrances, with the exception of the two (2) immovable properties located at 203-1052, Lionel-Daunais Street, Boucherville (lot number 4 108 254), and 5955, Marie-Victorin Boulevard, Brossard (lot number 4 535 095), as well as (i) the rents and other income generated by these immovable properties, (ii) the movable property that is currently or will in the future be materially physically attached or joined to or united with these immovable properties, and (iii) the indemnities payable under any insurance contract covering these immovable properties and the property mentioned in (i) and (ii), which shall not be subject to any CCAA Charges.

[79] ~~[77]~~ **ORDERS** that, except as otherwise expressly provided for herein, the Applicants shall not grant any Encumbrances in or against any Property that rank in priority to, or *pari passu* with, any of the CCAA Charges unless the Applicants obtain the prior written consent of the Monitor and the prior approval of the Court.

[80] ~~[78]~~ **DECLARES** that the each of the CCAA Charges shall attach, as of the Effective Time, to all present and future Property of the Applicants, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.

[81] ~~[79]~~ **DECLARES** that the CCAA Charges and the rights and remedies of the beneficiaries of the CCAA Charges, as applicable, shall be valid and enforceable and not otherwise be limited or impaired in any way by (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy or receivership order(s) filed pursuant to BIA, or any bankruptcy or receivership order made pursuant to such applications or any assignments in bankruptcy made or deemed to be made in respect of any Applicant; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement,

lease, sub-lease or other arrangement which binds the Applicants (a “**Third Party Agreement**”), and notwithstanding any provision to the contrary in any Third Party Agreement:

- (a) the creation of the CCAA Charges shall not create nor be deemed to constitute a breach by the Applicants of any Third Party Agreement to which any of the Applicants is a party; and
- (b) the beneficiaries of the CCAA Charges shall not have any liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges.

[82] ~~[80]~~ **DECLARES** that notwithstanding: (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy or receivership order(s) filed pursuant to BIA, or any bankruptcy or receivership order made pursuant to such applications or any assignments in bankruptcy made or deemed to be made in respect of any Applicant, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by any Applicant pursuant to this Order and the granting of the CCAA Charges, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances, preferential payments, transfers at undervalue or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.

[83] ~~[81]~~ **DECLARES** that the CCAA Charges shall be valid and enforceable as against all Property of the Applicants and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Applicants.

(x) ~~(w)~~ **Hearing Scheduling and Details**

[84] ~~[82]~~ **ORDERS** that, subject to further Order of this Court, all applications in these CCAA proceedings are to be brought on not less than five (5) calendar days’ notice to all Persons on the Service List. Each application shall specify a date (the “**Initial Return Date**”) and time (the “**Initial Return Time**”) for the hearing.

[85] ~~[83]~~ **ORDERS** that any Person wishing to object to the relief sought on an application in these CCAA proceedings must serve responding materials or a notice stating the objection to the application and the grounds for such objection (a “**Notice of Objection**”) in writing to the moving party, the Applicants and the Monitor, with a copy to all Persons on the Service List, no later than 5 P.M. on

the date that is three (3) calendar days prior to the Initial Return Date (the “**Objection Deadline**”).

[86] ~~[84]~~ **ORDERS** that, if no Notice of Objection is served by the Objection Deadline, the Judge having carriage of these proceedings (the “**Presiding Judge**”) may determine: (a) whether a hearing is necessary; (b) whether such hearing will be in person, by videoconference, by telephone or by written submissions only; and (c) the parties from whom submissions are required (collectively, the “**Hearing Details**”). In the absence of any such determination, a hearing will be held in the ordinary course.

[87] ~~[85]~~ **ORDERS** that, if no Notice of Objection is served by the Objection Deadline, the Monitor or the Monitor’s counsel shall communicate with the Presiding Judge regarding whether a determination has been made by the Presiding Judge concerning the Hearing Details. The Monitor or the Monitor’s counsel shall thereafter advise the Service List of the Hearing Details, and the Monitor shall report upon its dissemination of the Hearing Details to the Court in a timely manner, which may be contained in the Monitor’s next report in these proceedings.

[88] ~~[86]~~ **ORDERS** that, if a Notice of Objection is served by the Objection Deadline, the interested parties shall appear before the Presiding Judge on the Initial Return Date at the Initial Return Time, or such earlier or later time as may be directed by the Court, to, as the Court may direct: (a) proceed with the hearing on the Initial Return Date and at the Initial Return Time; or (b) establish a schedule for the delivery of materials and the hearing of the contested application and such other matters, including interim relief, as the Court may direct.

(y) ~~(x)~~ **General**

[89] ~~[87]~~ **ORDERS** that no Person shall commence, proceed with or enforce any Proceedings against any of the Directors, employees, representatives, legal counsel or financial advisers of the Applicants or of the Monitor in relation to the Business or Property of the Applicants, ~~or against Amram or the Amram Property,~~ without first obtaining leave of this Court, upon ten (10) calendar days’ written notice to the Applicants’ counsel, the Monitor’s counsel, and to all those referred to in this paragraph whom it is proposed be named in such Proceedings.

[90] ~~[88]~~ **DECLARES** that this Order and any proceeding or affidavit leading to this Order, shall not, in and of themselves, constitute a default or failure to comply by the Applicants under any statute, regulation, licence, permit, contract,

permission, covenant, agreement, undertaking or other written document or requirement.

- [\[91\]](#) ~~[89]~~ **DECLARES** that, except as otherwise specified herein, the Applicants and the Monitor are at liberty to serve any notice, proof of claim form, proxy, circular or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery, electronic mail, or electronic transmission to Persons or other appropriate parties at their respective given addresses as last shown on the records of the Applicants and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if by ordinary mail.
- [\[92\]](#) ~~[90]~~ **DECLARES** that the Applicants and any party to these proceedings may serve any court materials in these proceedings on all represented parties electronically, by emailing a PDF or other electronic copy of such materials to counsels' email addresses.
- [\[93\]](#) ~~[91]~~ **ORDERS** that ~~Exhibit P-7 to the Application and~~ Schedule ~~C to the Pre-Filing~~ [to Second Report of the Monitor](#) shall be filed under seal and kept confidential until further order of this Court.
- [\[94\]](#) ~~[92]~~ **DECLARES** that, unless otherwise provided herein, under the CCAA, or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings, unless such Person has served an Answer on the counsel for the Applicants and the Monitor and has filed such notice with this Court, or appears on the Service List, save and except when an order is sought against a Person not previously involved in these proceedings.
- [\[95\]](#) ~~[93]~~ **DECLARES** that the Applicants or the Monitor may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order on notice only to each other.
- [\[96\]](#) ~~[94]~~ **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon three (3) days' notice to the Applicants, the Monitor and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order, such application or motion shall be filed during the Stay Period ordered by this Order, unless otherwise ordered by this Court.
- [\[97\]](#) ~~[95]~~ **DECLARES** that this Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada.

[98] ~~[96]~~ **REQUESTS** the aid and recognition of any Court, tribunal, regulatory or administrative body in any Province of Canada and any Canadian federal court or in the United States of America, including without limitation the United States Bankruptcy Court, and any court or administrative body elsewhere, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All Courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor or the authorized representative of the Applicants in any foreign proceeding, to assist the Applicants, and the Monitor, and to act in aid of and to be complementary to this Court, in carrying out the terms of this Order.

[99] ~~[97]~~ **AUTHORIZES** the Monitor or the Applicants to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement this Order and any subsequent orders of this Court. All courts and administrative bodies of all such jurisdictions are respectively requested to make such orders and to provide such assistance to the Applicants and the Monitor as may be deemed necessary or appropriate for that purpose.

[100] ~~[98]~~ **ORDERS** the provisional execution of this Order notwithstanding appeal and without security.

[101] ~~[99]~~ **THE WHOLE WITHOUT COSTS.**

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MARTIN F. SHEEHAN, J.S.C.

MTRE SANDRA ABITAN  
MTRE JULIEN MORISSETTE

MTRE ILIA KRAVTSOV  
MTRE JACK M. LITTLE

(OSLER HOSKIN & HARCOURT LLP)  
COUNSEL TO THE APPLICANTS

Hearing date: ~~December 17~~February 12, 20242025

**SCHEDULE A – LIST OF APPLICANT ENTITIES**

- ELNA Pediatrics Inc.
- Tiny Tots Medical Centre Ltd.
- 7503881 Canada Inc.
- Clinique Médicale ELNA Unimed Inc.
- Gestion ELNA 2 Inc. (ELNA Plateau Mont-Royal)
- CDL Protontherapy Center Inc.
- CDL Proton Management Inc.
- Clinique Médicale ELNA Châteauguay Inc.
- Clinique Métro-Medic Centre-Ville Inc.
- 9248-5994 Québec Inc. (ELNA Pierrefonds)
- Créa-Med Clinique de Médecine Privée Inc.
- GBMC Medical Office Management Inc.
- Omni-Med Stillview Inc.
- ELNA ROCKLAND MANAGEMENT INC.
- ELNA Rockland Clinic Inc.
- ELNA Clinique A Inc.
- ELNA Group Inc. (ELNA Cosmetics)
- ELNA Anti-Aging Inc.
- Clinique Médicale ELNA Décarie Inc.
- ELNA Plus Décarie Square Inc.

- ELNA Mental Health Inc.
- ELNA Technologies Inc.
- Montreal Perfusion Center Inc.
- Gestion ELNA 1 Inc.
- Clinique Privamed Inc.
- M-Health Solutions Inc.
- 1000224328 Ontario Inc.
- CDL Laboratories Inc.
- 11247603 Canada Inc.
- 7159099 Canada Inc.
- CDL Cardiology Inc.
- ELNA Acquisitions Inc.
- Medicentres Canada Inc.
- 9472-1024 Québec Inc.
- Gestion Privamed Inc.

**SCHEDULE B**

<b><u>Borrower</u></b>	<b><u>Lender</u></b>	<b><u>Currency</u></b>	<b><u>Capital Balance (Dec 01, 2024)</u></b>
<del>Laurent Amram 15529301 Canada Inc.- (Brunswick) and Laurent Amram 15529301 Canada Inc.- (Brunswick) and Laurent Amram 15529301 Canada Inc.- (Brunswick) and Laurent Amram 15529301 Canada Inc.- (Brunswick) and Laurent Amram</del>	<del>Dan Derhy (DeltaX Inc.)  Dan Derhy (DeltaX Inc.)  Dan Derhy (DeltaX Inc.)  Dan Derhy (DeltaX inc)</del>	<del>(\$CAD)  (\$CAD)  (\$CAD)  (\$CAD)</del>	<del>800 000-  1 286 400-  3 891 703-  614 942-</del>
<del>Laurent Amram</del>	<del>Dan Derhy (DeltaX inc)</del>	<del>(\$CAD)</del>	<del>300 000-</del>
<del>Laurent Amram</del>	<del>Dan Derhy (DeltaX Inc.)</del>	<del>(\$CAD)</del>	<del>800 000</del>
<del>Laurent Amram</del>	<del>Crawford &amp; Finchley Capital</del>	<del>(\$CAD)</del>	<del>1 000 000-</del>
<del>Laurent Amram</del>	<del>Crawford &amp; Finchley Capital</del>	<del>(\$CAD)</del>	<del>500 000-</del>
<del>Laurent Amram</del>	<del>Crawford &amp; Finchley Capital</del>	<del>(\$CAD)</del>	<del>500 000-</del>
<del>Laurent Amram</del>	<del>Crawford &amp; Finchley Capital</del>	<del>(\$CAD)</del>	<del>250 000-</del>
<del>Laurent Amram</del>	<del>Crawford &amp; Finchley Capital</del>	<del>(\$CAD)</del>	<del>250 000-</del>
<del>Laurent Amram</del>	<del>143956 Canada Inc. (Kakon)</del>	<del>(\$CAD)</del>	<del>1 500 000-</del>
<del>Laurent Amram</del>	<del>143956 Canada Inc. (Kakon)</del>	<del>(\$CAD)</del>	<del>2 500 000-</del>
<del>Laurent Amram</del>	<del>143956 Canada Inc. (Kakon)</del>	<del>(\$CAD)</del>	<del>-500 000-</del>
<del>Laurent Amram</del>	<del>Pomerantz—Les Placements SP</del>	<del>(\$CAD)</del>	<del>2 000 000-</del>
<del>Laurent Amram Laurent Amram</del>	<del>Canada Inc. Pomerantz—Les Placements SP</del>	<del>(\$CAD)</del>	<del>1 200 000-</del>

<del>Laurent Amram</del>	<del>Canada Inc. K&amp;S Financial Group inc. (Kakon) 158088 Canada Inc. (Albert Benhaim) / 2618-4507</del>	<del>(\$CAD)</del>	<del>750 000</del>
<del>Laurent Amram</del>	<del>Quebec (Gilles Racine) Gestion Daniel Abikhzer Inc. /</del>	<del>(\$CAD)</del>	<del>2 300 000</del>
<del>Laurent Amram</del>	<del>Daniel Abikhzer Gestion Daniel Abikhzer Inc. /</del>	<del>(\$CAD)</del>	<del>750 000</del>
<del>Laurent Amram</del>	<del>Daniel Abikhzer</del>	<del>(\$CAD)</del>	<del>250 000</del>
<del>Laurent Amram</del>	<del>Brandon Schiller</del>	<del>(\$CAD)</del>	<del>2 800 000</del>
<del>Laurent Amram</del>	<del>Moshe Castiel</del>	<del>(\$USD)</del>	<del>520 000</del>
<del>Laurent Amram</del>	<del>Ravi Deshpande</del>	<del>(\$USD)</del>	<del>100 000</del>
<del>Laurent Amram</del>	<del>Yonica Investments Ltd</del>	<del>(\$CAD)</del>	<del>800 000</del>
<del>Laurent Amram</del>	<del>Adam Benaroch</del>	<del>(\$CAD)</del>	<del>2 000 000</del>
<del>Laurent Amram</del>	<del>Gad Attias</del>	<del>(\$CAD)</del>	<del>552 500</del>
<del>Elna Medical Group Inc. and Laurent Amram</del>	<del>Jason Rabin</del>	<del>(\$USD)</del>	<del>1 500 000</del>
<del>9508503 Canada Inc.</del>	<del>Hy Bloom</del>	<del>(\$CAD)</del>	<del>720 000</del>
<del>CDL Laboratories Inc. 15582741 Canada Inc. (La Cite Medicale)</del>	<del>IQ Fiera</del>	<del>(\$CAD)</del>	<del>2 146 588</del>
<del>9491-7812 Quebec Inc. (Physimed HoldCo)</del>	<del>Fiera</del>	<del>(\$CAD)</del>	<del>4 500 000</del>
<del>9491-7812 Quebec Inc. (Physimed HoldCo)</del>	<del>Fiera</del>	<del>(\$CAD)</del>	<del>8 900 000</del>
<del>Medicentres</del>	<del>143956 Canada Inc. (Kakon)</del>	<del>(\$CAD)</del>	<del>6 000 000</del>
<del>M-Health</del>	<del>McKesson -2155764 Ontario inc (Sandy Schweger)</del>	<del>(\$CAD)</del>	<del>2 801 287</del>
<del>M-Health</del>	<del>-2155764 Ontario inc (Sandy Schweger)</del>		<del>250 000</del>
<del>M-Health</del>	<del>-2155764 Ontario inc (Sandy Schweger)</del>	<del>(\$CAD)</del>	<del>500 000</del>
<del>M-Health</del>	<del>-2155764 Ontario inc (Sandy Schweger)</del>	<del>(\$CAD)</del>	<del>750 000</del>

	B2B Advance- Servicing- (Merchant- Lending)	(\$CAD)	47 500-
CDL Laboratories Inc.	Fundfi (Merchant- Lending)	(\$CAD)	29 004-
M-Health	GreenBox 1- (Merchant- Lending)	(\$CAD)	69 243-
M-Health	GreenBox 2- (Merchant- Lending)	(\$CAD)	42 079-
Clinique Privamed Inc.	Bizfund Canada- (Merchant- Lending)	(\$CAD)	34 352-
Clinique Privamed Inc.	ABI USA- Investment Inc.	(\$CAD)	2 500 000-
9508503 Canada Inc.	Décarie Square- Commercial- Center LP	(\$CAD)	29 373-
Clinique Médicale ELNA- Decarie	Décarie Square- Commercial- Center LP	(\$CAD)	674 487-
9508503 Canada Inc.	Décarie Square- Commercial- Center LP	(\$CAD)	2 259 404-
9508503 Canada Inc.	La Cite Medicale Group Mach	(\$CAD)	924 555-
Créa-Med Clinique de Medecine Privée Inc.	BDC (064597-04)	(\$CAD)	13 433-
CDL Laboratories Inc.	BDC COVID- Loans	(\$CAD)	205 540-

**Exhibit R-4**

**To be filed**

No. : 500-11-065011-245

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**SUPERIOR COURT**  
(Commercial Division)  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

---

**ELNA MEDICAL GROUP INC. / GROUPE  
MÉDICAL ELNA INC. ET ALS**

Applicants

-and-

**LAURENT AMRAM**

Impleaded Party

-and-

**RAYMOND CHABOT INC.**

Monitor

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Application for a Second Amended and Restated  
Initial Order, Affidavit, Notice of Presentation,  
List of Exhibits, Exhibits

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**ORIGINAL**

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CODE : BO 0323

O/F : 1249999

Mtre Sandra Abitan, Mtre Julien Morissette

Mtre Iliia Kravtsov, Mtre Jack M. Little

**Osler, Hoskin & Harcourt LLP**

1000 De La Gauchetière St. West, Suite 1100

Montréal, QC, Canada H3B 4W5

Tél: 514.904.8100

Télec.: 514.904.8101

Notification: [sabitan@osler.com](mailto:sabitan@osler.com); [jmorissette@osler.com](mailto:jmorissette@osler.com);  
[ikravtsov@osler.com](mailto:ikravtsov@osler.com), [jlittle@osler.com](mailto:jlittle@osler.com)  
[notificationosler@osler.com](mailto:notificationosler@osler.com)