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25-095322, 25-2866171, 25-2865873**

COURT **COURT OF KING'S BENCH OF ALBERTA**

JUDICIAL CENTRE **CALGARY**

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

**KPMG INC., IN ITS CAPACITY AS PROPOSAL
TRUSTEE**

DOCUMENT **FIRST REPORT OF THE PROPOSAL TRUSTEE**

ADDRESS FOR SERVICE AND
CONTRACT INFORMATION OF
PARTY FILING THIS DOCUMENT: **PROPOSAL TRUSTEE**
KPMG Inc.
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1. INTRODUCTION

1. On September 15, 2022, BR Capital Inc., BR Capital LP, First Response International GP LP, First Response International Inc., First Response International LP, Health Education GP LP, Health Education LP, Help Inc., ICE Health Systems GP LP, ICE Health Systems Inc. and SESCO Health Services Inc. and on September 16, 2022, ICE Health Systems LP and ICE Health Systems Ltd., (each individually, a “**Company**”, and collectively, the “**Companies**”) filed a Notice of Intention to Make a Proposal (the “**NOI**”), pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), and KPMG Inc. (“**KPMG**”) was appointed as trustee (the “**Proposal Trustee**”) under these NOI proceedings (the “**NOI Proceedings**”).

2. The NOI provides the Companies with a stay of proceedings until October 15, 2022, and October 16, 2022, respectively. (the “**Initial Stay Period**”).

3. Attached hereto as **Appendix “A”** are copies of the certificates of filing a Notice of Intention to Make a Proposal issued by the Official Receiver. Information on these proceedings can be accessed on the Proposal Trustee’s website at <https://home.kpmg/ca/en/home/services/advisory/deal-advisory/creditorlinks/br-capital.html>

Purpose of the Report

4. The purpose of the First Report of the Proposal Trustee (the “**First Report**” or this “**Report**”) is to provide this Honourable Court with the Proposal Trustee’s views on the following matters:

- a) A summary of certain background information about the Companies;
- b) The objectives of the NOI Proceedings and information concerning the creditors of the Companies;
- c) The Companies’ consolidated statement of projected cash flow for the thirteen-week period from September 15, 2022 – December 10, 2022 (the “**Cash Flow Forecast**”);
- d) The Companies’ request for Court approval of interim financing (the “**Interim Financing**”) and an interim lender’s charge (the “**Interim Lender’s Charge**”);

- e) The requested forty-five day extension to the Initial Stay Period to and including November 29, 2022 (the “**First Extension**”), as permitted under section 50.4(9) of the BIA;
- f) The Companies’ request for Court approval of a charge in favour of the Proposal Trustee and the Proposal Trustee’s counsel (the “**Administration Charge**”) for professional fees and costs;
- g) The Companies’ request for a charge in favour of its directors and officers (the “**Directors’ Charge**”); and
- h) The Companies request for an Order procedurally consolidating the estates of all Companies (the “**Consolidation Order**”).

Restrictions and Scope Limitation

5. In preparing this First Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, unaudited and other financial information and certain records (together, the “**Information**”) prepared by the Companies and/or their representatives, and discussions with Companies’ management and/or representatives. The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. The Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants Handbook, and accordingly, the Proposal Trustee expresses no opinion or other form of assurance in respect of the Information.

6. Some information referred to in this report may consist of forecasts and projections, which were prepared based on management’s estimates and assumptions. Such estimates and assumptions are, by their nature, not ascertainable, and as a consequence, no assurance can be provided regarding the forecasted or projected results. The reader is cautioned that the actual results will likely vary from the forecasts or projections; even if the assumptions materialize, the variations could be significant.

7. The information contained in this report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Companies.

8. Capitalized terms not otherwise defined herein are defined in the Companies’ application materials. The First Report should be read in conjunction with the Mark Genuis affidavit sworn on October 5, 2022

(the “**First Genuis Affidavit**”) and the supplement to the First Genuis Affidavit sworn on October 6, 2022 (the “**First Genuis Affidavit Supplement**”) as certain information contained in the First Genuis Affidavit and the First Genuis Affidavit Supplement have not been included herein to avoid unnecessary duplication.

9. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

2. BACKGROUND

10. The Companies are a closely related group of Alberta limited partnerships and corporations in a particular tax optimization structure, with BR Capital LP (“**BR LP**”) as the ultimate controlling entity. Operations are conducted through First Response International Inc. (“**FRI Inc.**”), Help Inc. (“**HE Inc.**”), ICE Health Systems Inc., ICE Health Systems Ltd. (“**ICE LTD**”), and SESCO Health Services Inc. The Companies also conduct operations through an entity not included in the NOI Proceedings, namely, ICE Health Systems Inc. (NV) (“**ICE NV**”), a Nevada corporation.

11. The Companies have developed and own various cloud-based software systems for use in dental and other medical clinics and teaching functions (collectively, the “**Software**”) and all intellectual property associated therewith.

12. The development and marketing of such Software was financed by the issuance of BR LP units to 240 unitholders in the aggregate sum of approximately \$31.5 million, and the issuance by BR LP of unsecured promissory notes to approximately 40 noteholders in the aggregate principal amount of approximately \$6.9 million (the “**BR Notes**”).

13. ICE Health Systems LP (“**ICE LP**”) licenses its Software to ICE Health Systems Ltd. and ICE Health Systems Inc. (NV) (a Nevada corporation not included in the NOI Proceedings). ICE NV sublicenses such Software to its Customers in the United States, and ICE LTD. sublicenses such Software to its Customers in Canada and other parts of the world.

14. FRI LP licenses its’ Software in Canada through HE Inc. and FRI Inc., pursuant to Licenses with their respective Customers.

15. In 2018 and 2019, the Companies had engaged in negotiations with various Mexican government entities for the licensing of its software. Due to the significant size and revenue potential of these contracts, the Companies made significant investments in anticipation of successful negotiations. The global COVID-19 pandemic resulted in the cancellation of these negotiations, significantly reduced the revenues received by the BR Group under the Licenses and demand for new Licenses. Accordingly, BR LP is unable to repay the amounts outstanding under the BR Notes or other liabilities as they become due.

Objectives of the NOI Proceedings

16. The primary objectives of the NOI Proceedings are to:
- a) Ensure the ongoing operations of the Companies; and
 - b) Restructure the Companies' capital structure.

Creditors

Secured Creditors

17. The Companies have no secured lenders.

Unsecured creditors

18. Summarized below are the unsecured creditors of the Companies that the Proposal Trustee was made aware of at the date of the NOI filing:

BR Capital Group unsecured creditors	
As at July 31, 2022	
In CAD \$000's	Amount
Noteholders	9,713
Deferred management compensation	1,662
Trade creditors	356
CRA	179
Employees	80
Total	11,991

19. The Companies financial statements were prepared as at July 31, 2022. The Companies estimate approximately \$12.0 million in unsecured claims. The total amount includes \$9.7 million in principal and interest due to the noteholders, approximately \$1.7 million in deferred compensation due to the CEO and CFO, approximately \$356,000 due to trade creditors, approximately \$179,000 due to the CRA for unpaid payroll source deductions, and approximately \$80,000 due to current and prior employees for unpaid wage, vacation, and severance amounts. The Proposal Trustee is in process of reviewing the Companies books and records to confirm these creditor amounts.

3. CASH FLOW FORECAST

20. The Companies have prepared cash flow forecasts of their receipts and disbursements for the period from September 15, 2022 to December 10, 2022. Detailed cash flow forecasts for each individual Company are attached as **Appendix “B”** to this report.

21. The group of Companies operate as one consolidated entity, and transfer funds between individual Companies’ bank accounts as necessary for operational purposes. As such, it is necessary to assess cash flows on a consolidated basis to obtain an accurate understanding of the Companies’ cash position. A consolidated cash flow forecast for the group of Companies is summarized below:

BR Capital Inc. et al.	
13 Week Forecast, from September 15, 2022 to week ended December 10, 2022	
Forecast in \$000's	
Week Ending Date	Total
Revenue receipts	231
Total Receipts	231
Disbursements: Operating Costs	
Payroll	(90)
Consulting	(18)
Technical and office costs	(40)
Contingency	(15)
Disbursements: Operating Costs	(163)
Net Operating Cash Flows	68
Net Cash Flow	68
Beginning Cash	2
Less: Net Cash Flow	68
Ending Cash	70
Notes:	
1. Per management revenue estimates prepared in August 2022.	
2. Per management expense estimates prepared in August 2022. Payroll has been reduced to 3 employees. Executives are not forecast to receive any compensation throughout forecast period.	
3. Per management expense estimates prepared in August 2022.	
4. Contingency for additional unforeseen operational costs throughout forecast period.	
5. Estimated opening bank balance.	
General notes:	
- Funding requirement for restructuring proceedings is intended to be addressed through a combination of company operational revenue receipts and a unitholder cash injection. If company does not collect revenue as forecast, additional unitholder cash injections may be required.	
- Certain unitholders have agreed to fund the costs of the proposal. A total of \$380,000 of cash is currently held in trust with the Companies' counsel for professional fees and restructuring costs.	

22. The Companies have prepared the Cash Flow Statement for the purpose described in the notes, using Probable and Hypothetical Assumptions set out in the Notes to the cash flow statements.

23. We note that restructuring costs, including professional fees for the Companies' counsel, the Proposal Trustee, and the Proposal Trustee's counsel, are being funded by a group of unitholders outside of the Companies' operations.

24. The Proposal Trustee has reviewed the Cash Flow Forecast to the standard required by section 50.4(2) of the BIA. Section 50.4(2) requires the Proposal Trustee to review the debtor's cash flow statement as to its reasonableness and to file a report with the Office of the Superintendent of Bankruptcy on the Proposal Trustee's findings. The Canadian Association of Insolvency and Restructuring Professionals' Standards of Professional Practice include a standard for Proposal Trustees fulfilling their statutory responsibilities under the BIA in respect of a Proposal Trustee's report on the Cash Flow Forecast.

25. Our review consisted of inquiries, analytical procedures, and discussions related to information supplied to us by certain of the Companies' management and employees. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast. We have also reviewed the support provided by management of the Companies for the probable assumptions, and the preparation and presentation of the Cash Flow Forecast.

26. Based on our review, nothing has come to our attention that causes us to believe that in all material respects:

- a) the hypothetical assumptions are not consistent with the purpose of the cash flow statement;
- b) as at the date of this Report, the probable assumptions developed by Companies' management are not suitably supported and consistent with the plans of the Companies or do not provide a reasonable basis for the cash flow statement, given the hypothetical assumptions; or
- c) the cash flow statement does not reflect the probable and hypothetical assumptions.

27. Since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow Forecast will be achieved.

28. The Cash Flow Forecast has been prepared solely for the purpose described on the face of the Cash Flow Forecast, and readers are cautioned that it may not be appropriate for other purposes.

4. INTERIM FINANCING AND INTERIM LENDER'S CHARGE

29. The Companies have negotiated an interim financing agreement (the “**Interim Financing Agreement**”) with 2443970 Alberta Inc. (“**244**”), who is acting as administrative agent for and on behalf of a syndicate of lenders that currently consist of 9 major unitholders. (244, in such capacity, the “**Interim Agent**”, and the Interim Agent together with such lenders, the “**Interim Lenders**”). The Interim Lenders have been working with the Companies’ management to help facilitate ongoing operations and an eventual restructuring and have agreed to provide a financing facility (the “**Interim Facility**”) pursuant to the terms of the Interim Financing Agreement.

30. A copy of the Interim Financing Agreement is attached hereto as **Appendix “C”**. The key terms of the Interim Financing Agreement are summarized as follows:

- a) The Interim Lenders will provide \$430,010;
- b) The interest rate is 9% per annum;
- c) The termination date of the Interim Facility is the earlier of:
 - i. the transactions contemplated in the NOI Proceedings are completed;
 - ii. the termination of the Interim Facility by the Interim Agent upon the occurrence of an Event of Default (as that term is defined in the Interim Financing Agreement);
 - iii. the termination of the NOI Proceedings; or
 - iv. payment in full of all Obligations (as that term is defined in the Interim Financing Agreement).
- d) The Interim Facility will be secured by a on Court ordered charge on all of the existing and after-acquired real and personal property of the Companies (the “**Interim Lender’s Charge**”);
- e) The Interim Facility also includes certain customary ongoing covenants and events of default. The Interim Facility will be made available in accordance with the terms of an agreed DIP Budget (as that term is defined in the Interim Financing Agreement). The

Companies will update and propose a revised DIP Budget to the Interim Lender every two weeks; and

- f) The Companies must deliver a variance calculation between the DIP Budget and the actual receipts and disbursements on a biweekly basis.

31. The Proposal Trustee has reviewed the Interim Financing Agreement and conducted a comparison of the Interim Facility to other publicly disclosed Canadian Interim Facility financing transactions of which the Proposal Trustee has knowledge. The Proposal Trustee is of the view that the interest rate, and terms of the Interim Facility as set out in the Interim Facility Agreement are reasonable, customary, and within the range of other transactions of this nature.

32. The Proposal Trustee has reviewed the key factors to be considered pursuant to section 50.6(5) of the BIA. The Proposal Trustee is satisfied that these factors are met, specifically:

- a) Section 50.6(5)(a) - The Interim Facility has a maturity date which will give the Companies a reasonable timeframe within which to restructure;
- b) Section 50.6(5)(b) – The Companies’ business and financial affairs are intended to be managed in the normal course throughout the NOI Proceedings;
- c) Section 50.6(5)(c) – The group of unitholders who comprise the Interim Lenders support the restructuring proceedings;
- d) Section 50.6(5)(d) – The Companies’ are forecasting positive cash flow from operations, and require the Interim Facility to fund restructuring costs;
- e) Section 50.6(5)(e) – The nature and market value of the Companies’ assets exceeds the available funds of the Interim Facility; and
- f) Section 50.6(5)(f) – The Proposal Trustee does not believe that any creditor will be materially prejudiced by the Interim Financing Agreement or the Interim Lender’s Charge created by the Court.

33. The Interim Financing Agreement is conditional upon court approval of the Interim Lender’s Charge, in the form of a priority security and charge (subject only to the Administration Charge) over all assets, rights, undertakings and properties of the Companies of every nature and kind whatsoever, and wherever situated including all proceeds thereof, up to a maximum of \$430,010.

34. We note that there is insufficient funding available under the terms of the Interim Financing Agreement to fully fund the projected priority claims as detailed in the First Genuis Affidavit Supplement. The Interim Financing Agreement permits the quantum of financing available to be increased with the Court's approval.

5. DIRECTORS' CHARGE

35. The Companies are seeking approval of a directors' and officers' charge (the "**Directors' Charge**") in the form of a priority security and charge (subject only to the Interim Lender's Charge and Administration Charge) over all assets, rights, undertakings and properties of the Companies of every nature and kind whatsoever, and wherever situated including all proceeds thereof, up to a maximum of \$300,000.

36. The Companies assert that a successful restructuring will only be possible with the continued participation of the Companies directors and officers. These individuals have specialized expertise and relationships with the Companies' stakeholders. In addition, the directors and officers have gained significant knowledge that cannot be easily replicated or replaced. The Proposal Trustee agrees that the directors and officers are likely essential to a successful restructuring.

37. The Proposal Trustee understands that the amount of the Directors' Charge was calculated based on the estimated maximum liability of the directors and officers arising from statutory obligations for employee-related liabilities and sales taxes that may arise and be payable during the BIA proceedings.

38. The estimate of the maximum exposure included the following:

- a) Employee related liabilities for salaries and wages and the cost of supplemental benefits (such as health care and group life insurance), based on the recent employee costs that accrue between payment intervals in the normal course of operations; and
- b) Estimate made for goods and Service Tax ("**GST**") obligations, based on recent GST accrued between payment intervals in the normal course of operations.

39. The Companies, to the extent possible, intend to fund the estimated liability of the directors and officers from operations as reflected in the Cash Flow Forecast.

40. The Companies were previously unable to secure an insurance policy for potential liability of its directors and officers due to prohibitive premium costs. The directors and officers of the Companies have expressed their desire for certainty with respect to potential liability if they continue in their current capacities in the context of the NOI Proceedings.

41. The Proposal Trustee supports the Directors' Charge pursuant to section 64.1(1) of the BIA on the basis that the creation of the Directors' Charge is reasonable in the circumstances.

6. ADMINISTRATION CHARGE

42. The Companies are seeking approval of an Administration Charge over all of the property, assets, and undertakings of the Companies in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise, in an amount not to exceed \$350,000, in favour of the Companies' counsel, the Proposal Trustee and the Proposal Trustee's counsel, Osler, Hoskin & Harcourt LLP, in order to secure payment of their respective reasonable fees and disbursements incurred at their standard rates and charges.

43. The Proposal Trustee supports the Administration Charge pursuant to section 64.2(1) of the BIA on the basis that the professionals entitled to the benefit of the Administration Charge are necessary to the completion of these NOI Proceedings, and the Administration Charge provides certainty for the professionals involved that they will be properly compensated for their involvement in the NOI Proceedings.

44. In the event that the Companies do not file a proposal or if the proposal filed is not approved by the Companies' creditors or the Court, then the Companies will be deemed to have made an assignment in bankruptcy. KPMG would be appointed Trustee in Bankruptcy and would be required to perform certain statutory duties. Without the benefit of the Administration Charge, KPMG would be at risk of non-payment of its fees.

45. The Proposal Trustee has been paid a retainer to address the professional fees of the Proposal Trustee and its counsel.

46. The Proposal Trustee understands that the Interim Lenders either consent to or do not oppose the granting of the Administration Charge.

7. PRIORITY OF CHARGES

47. The Companies are requesting this Honourable Court declare the Administration Charge, Directors' Charge, and Interim Lender's Charge to rank in priority to any and all charges, security interests, liens, trusts, deemed trusts and encumbrances against the property of the Companies, including liens and trusts created by federal and provincial legislation. This would include a ranking in priority to the CRA deemed trust for the Companies' unpaid payroll source deductions.

8. EXTENSION OF THE STAY PERIOD

48. The Companies are seeking an order extending the Initial Stay Period for a further forty-five days up to and including November 29, 2022 to provide it with the time required to develop the proposal, negotiate with stakeholders, and seek approval of a partnership restructuring with the unitholders.

49. The Proposal Trustee is of the view that the Companies are acting in good faith and with due diligence. The Proposal Trustee considers the stay extension period to be reasonable considering the time required to close the potential transaction.

50. The Proposal Trustee does not believe that any creditor will be materially prejudiced by the extension of the Initial Stay Period to November 29, 2022.

9. CONSOLIDATION OF ESTATES

51. The Companies are a closely related group of partnerships and corporations that operate as a single entity. While each individual partnership and corporation in the group has its own books and records, funds are co-mingled and regularly transferred between bank accounts for operational purposes.

52. The Companies are seeking an order to procedurally consolidate the administration of the estates (the “**Consolidation** Order”) in order to allow the estates to be more efficiently and economically managed.

53. As administering the Companies as thirteen individual estates will increase professional fee costs with no material benefit to creditors, the Proposal Trustee is in support of the Consolidation Order.

10. PROPOSAL TRUSTEE'S RECOMMENDATION

54. Based on the foregoing, the Proposal Trustee respectfully recommends that this Honourable Court issue an order:

- a) Approving the Interim Financing and the Interim Lender's Charge;
- b) Approving the Administration Charge;
- c) Approving the Directors' Charge;
- d) Approving the extension of the stay period until November 29, 2022; and
- e) Approving the Consolidation Order.

This Report is respectfully submitted this 5th day of October 2022.

KPMG Inc.

**In its capacity as Proposal Trustee of
BR Capital Inc., BR Capital LP,
First Response International GP LP,
First Response International Inc., First Response International LP,
Health Education GP LP, Health Education LP, Help Inc.,
ICE Health Systems GP LP, ICE Health Systems Inc.,
ICE Health Systems LP, ICE Health Systems Ltd.,
and SESCO Health Services Inc.
and not in its personal or corporate capacity**



Per: Neil Honess
Senior Vice President

APPENDIX “A”

CERTIFICATES OF FILING A NOTICE OF INTENTION

TO MAKE A PROPOSAL



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 02 - Calgary
Court No. 25-2865866
Estate No. 25-2865866

In the Matter of the Notice of Intention to make a proposal of:

BR Capital Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:35

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095315
Estate No. 25-095315

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

BR Capital LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095316
Estate No. 25-095316

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

First Response International GP LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 02 - Calgary
Court No. 25-2865869
Estate No. 25-2865869

In the Matter of the Notice of Intention to make a proposal of:

First Response International Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:35

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095317
Estate No. 25-095317

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

First Response International LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095318
Estate No. 25-095318

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

Health Education GP LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095320
Estate No. 25-095320

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

Health Education LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 02 - Calgary
Court No. 25-2865870
Estate No. 25-2865870

In the Matter of the Notice of Intention to make a proposal of:

Help Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:36

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095321
Estate No. 25-095321

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

Ice Health Systems GP LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 02 - Calgary
Court No. 25-2865872
Estate No. 25-2865872

In the Matter of the Notice of Intention to make a proposal of:

Ice Health Systems Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:37

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 02 - Calgary
Court No. 25-2865873
Estate No. 25-2865873

In the Matter of the Notice of Intention to make a proposal of:

SESCI Health Services Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 15, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 09:38

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of ALBERTA
Division No. 02 - Calgary
Court No. 25-095322
Estate No. 25-095322

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

Ice Health Systems LP
Insolvent Person

KPMG INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: September 16, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

PAM WALD

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, ALBERTA, T2G 4X3, 877/376-9902

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 02 - Calgary
Court No. 25-2866171
Estate No. 25-2866171

In the Matter of the Notice of Intention to make a proposal of:

Ice Health Systems Ltd.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 16, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 16, 2022, 15:58

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada

APPENDIX "B"
CASH FLOW FORECAST

BR Capital Inc.

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		--	--	--	--	--	--	--	--	--	--	--	--	--	-
Beginning Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Net Cash Flow		--	--	--	--	--	--	--	--	--	--	--	--	--	-
Ending Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

BR Capital LP

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

First Response International GP LP

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

First Response International Inc.

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	
Revenue receipts	1	-	60	-	-	-	-	-	-	-	-	-	-	60	120
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	60	-	-	-	-	-	-	-	-	-	-	60	120
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	60	-	-	-	-	-	-	-	-	-	-	60	120
Net Cash Flow		-	60	-	-	-	-	-	-	-	-	-	-	60	120
Beginning Cash	2	-	-	60	-										
Less: Net Cash Flow		-	60	-	-	-	-	-	-	-	-	-	-	60	120
Ending Cash		-	60	120	120										

Notes:
 1. Per management revenue estimates prepared in August 2022.
 2. Estimated opening bank balance.

First Response International LP

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

Health Education GP LP

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

Health Education LP

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

General notes:

HELP Inc.

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	
Revenue receipts	1	-	1	-	-	1	-	1	-	1	-	-	-	-	4
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	1	-	-	1	-	1	-	1	-	-	-	-	4
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	1	-	-	1	-	1	-	1	-	-	-	-	4
Net Cash Flow		-	1	-	-	1	-	1	-	1	-	-	-	-	4
Beginning Cash	2	-	-	1	1	1	2	2	3	3	4	4	4	4	-
Less: Net Cash Flow		-	1	-	-	1	-	1	-	1	-	-	-	-	4
Ending Cash		-	1	1	1	2	2	3	3	4	4	4	4	4	4

Notes:

1. Per management revenue estimates prepared in August 2022.
2. Estimated opening bank balance.

ICE Health Services Systems GP LP

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

ICE Health Services Systems Inc.

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts	1	-	-	-	13	-	-	-	-	-	-	35	59	-	107
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	13	-	-	-	-	-	-	35	59	-	107
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	13	-	-	-	-	-	-	35	59	-	107
Net Cash Flow		-	-	-	13	-	-	-	-	-	-	35	59	-	107
Beginning Cash	2	-	-	-	-	13	48	107	-						
Less: Net Cash Flow		-	-	-	13	-	-	-	-	-	-	35	59	-	107
Ending Cash		-	-	-	13	48	107	107	107						

Notes:

1. Per management revenue estimates prepared in August 2022.
2. Estimated opening bank balance.

SESCI Health Services Inc.

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	Total
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll	1	-	-	-	(30)	-	-	-	(30)	-	-	-	(30)	-	(90)
Consulting	1	-	-	-	(6)	-	-	-	(6)	-	-	-	(6)	-	(18)
Technical and office costs	2	(1)	(1)	(1)	(10)	(1)	(1)	(1)	(10)	(1)	(1)	(1)	(10)	(1)	(40)
Contingency	3	-	-	-	(5)	-	-	-	(5)	-	-	-	(5)	-	(15)
Disbursements: Operating Costs		(1)	(1)	(1)	(51)	(1)	(1)	(1)	(51)	(1)	(1)	(1)	(51)	(1)	(163)
Net Operating Cash Flows		(1)	(1)	(1)	(51)	(1)	(1)	(1)	(51)	(1)	(1)	(1)	(51)	(1)	(163)
Net Cash Flow		(1)	(1)	(1)	(51)	(1)	(1)	(1)	(51)	(1)	(1)	(1)	(51)	(1)	(163)
Beginning Cash	4	2	1	-	(1)	(52)	(53)	(54)	(55)	(106)	(107)	(108)	(109)	(160)	2
Less: Net Cash Flow		(1)	(1)	(1)	(51)	(1)	(1)	(1)	(51)	(1)	(1)	(1)	(51)	(1)	(163)
Ending Cash		1	-	(1)	(52)	(53)	(54)	(55)	(106)	(107)	(108)	(109)	(160)	(161)	(161)

Notes:

1. Per management expense estimates prepared in August 2022. Payroll has been reduced to 3 employees. Executives are not forecast to receive any compensation throughout forecast period.
2. Per management expense estimates prepared in August 2022.
3. Contingency for additional unforeseen operational costs throughout forecast period.
4. Estimated opening bank balance.

ICE Health Services Systems LP

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

ICE Health Services Systems Ltd.

13 Week Forecast, to week ended December 10, 2022

Forecast in \$000's

Week #		1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending Date	Notes	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct	29-Oct	5-Nov	12-Nov	19-Nov	26-Nov	3-Dec	10-Dec	Total
Revenue receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unitholder cash in trust		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs															
Payroll		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consulting		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical and office costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements: Operating Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Operating Cash Flows		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Net Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash		-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

APPENDIX “C”

DIP INTERIM FINANCING TERM SHEET AGREEMENT

INTERIM FACILITY SYNDICATION AGREEMENT

This Agreement dated as of the 16th day of September, 2022 between **2443970 Alberta Inc.** ("**244**"), in its capacity as arranger and administrative agent (in such capacity, the "**Agent**"), and the Persons listed on **Schedule "A"** (collectively, the "**Lenders**", and individually, a "**Lender**")

CONTEXT:

A. BR Capital LP, BR Capital Inc., ICE Health Systems LP, ICE Health Systems GP LP, ICE Health Systems Inc. First Response International LP, First Response International GP LP, First Response International Inc., Health Education LP, Health Education GP LP, Help Inc., ICE Health Systems Ltd. and SESCO Health Services Inc. (collectively, the "**Borrowers**") have filed notices of intention to make a proposal on September 15 and 16, 2022 under Division 1 of Part III of the *Bankruptcy and Insolvency Act* (the "**BIA**", and the proceedings commenced thereby, the "**Proposal Proceedings**").

B. The Agent has arranged a syndicate to create in favour of the Borrowers a non-revolving interim financing facility under section 50.6 of the *BIA* (the "**Interim Facility**") pursuant to a letter loan agreement dated as of September 16, 2022 (the "**Commitment Letter**") between the Agent, in its own right and for and on behalf of the Lenders, and the Borrowers in order to fund the working capital requirements and restructuring costs of the Borrowers during the Proposal Proceedings and, provided that a Proposal acceptable to the Lenders is accepted by the Borrower's affected creditors and approved by the Court, to fund distributions to creditors under the Proposal.

C. The indebtedness, liabilities and obligations of the Borrowers under the Commitment Letter are to be secured, *inter alia*, by a charge to be granted by the Court of Queen's Bench of Alberta (the "**Court**") under section 50.6 of the *BIA* (the "**Interim Financing Charge**"), by guarantees and postponements of claim by each of ICE Health Systems Inc. (Nevada) and ICE Health Systems Ltd. (collectively, the "**Guarantors**"), and by general security agreements granted by each of the Guarantors.

D. The Lenders and Agent wish to set out their respective rights and obligations in connection with the Interim Facility, the Commitment Letter and the other loan and security and documents contemplated thereby on the terms and subject to the provisions set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

- (a) "**Advance**" means any advance to the Borrowers under the Interim Facility.
- (b) "**Agent**" means 2443970 Alberta Inc. in its capacity as administrative agent under the Loan Documents, or any other Person that may be appointed as the successor Agent.
- (c) "**Agreement**" means this agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.
- (d) "**Applicable Law**" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and all applicable official directives, rules, consents, approvals, by-laws, permits,

authorizations, guidelines, orders and policies of any Governmental Authority having authority over that Person, property, transaction or event.

- (e) **“Assumption Agreement”** means an assumption agreement between the Agent and a Person substantially in the form attached as **Schedule “B”**, under which such Person assumes the obligations and obtains the rights and benefits of a Lender under this Agreement and the Loan Documents.
- (f) **“BR Units”** is defined in the Commitment Letter.
- (g) **“Business Day”** means any day excluding a Saturday, Sunday or other day on which commercial banking institutions are authorized or required by law to be closed in Calgary, Alberta.
- (h) **“Canadian Dollars”, “Cdn \$” or “\$”** each means currency of Canada which, as at the time of payment or determination, is legal tender in Canada for the payment of public or private debts.
- (i) **“Commitment”** means the aggregate maximum amount available to the Borrowers under the Interim Facility, which initially is in the amount of Cdn \$430,010.00, as that amount may be increased by the Individual Commitment of any Lender pursuant to an Assumption Agreement.
- (j) **“Commitment Letter”** is defined in Context paragraph B.
- (k) **“Communication”** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.
- (l) **“Court”** is defined in Context paragraph C.
- (m) **“Governmental Authority”** means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- (n) **“Guarantors”** is defined in Context paragraph C.
- (o) **“GWLG”** means Gowling WLG (Canada) LLP, counsel for the Agent and the Lenders.
- (p) **“Individual Commitment”** means, with respect to a particular Lender, that portion of the Commitment which that Lender has severally agreed to make available to the Borrowers pursuant to the Commitment Letter, as set out in **Schedule “A”** beside such Lender’s name, or in the Assumption Agreement.
- (q) **“Interest”** is defined in the Commitment Letter.
- (r) **“Interim Financing Charge”** is defined in Context paragraph C.
- (s) **“Interim Facility”** is defined in Context paragraph B.

- (t) **“Lender Action”** means any agreement of or consent, approval or instructions by the Lenders under this Agreement or the Loan Documents.
- (u) **“Lenders”** means those Persons listed on **Schedule “A”** as having Individual Commitments as lenders under this Agreement, together with any other Person that is party to an Assumption Agreement with the Agent, and **“Lender”** means any one of the Lenders.
- (v) **“Loan Documents”** means the Commitment Letter and the other loan and security documents contemplated thereby.
- (w) **“Obligors”** means, collectively, the Borrowers and Guarantors, and **“Obligor”** means any one of them.
- (x) **“Outside Date”** means September 30, 2022.
- (y) **“Parties”** means the Agent and the Lenders, collectively, and **“Party”** means any one of them.
- (z) **“Person”** will be broadly interpreted and includes a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and a Governmental Authority.
- (aa) **“Principal”** is defined in the Commitment Letter.
- (bb) **“Proposal”** is defined in the Commitment Letter.
- (cc) **“Pro Rata Share”** means at any particular time with respect to a particular Lender in respect of Interim Facility, the ratio of the Individual Commitment of that Lender to the aggregate Commitment.
- (dd) **“Required Lenders”** means at any time a minimum of two Lenders whose Individual Commitment is, in the aggregate, at least 66.67% of the aggregate amount of the Commitments of all of the Lenders under the Interim Facility, subject to the unanimous consent of all Lenders required for certain actions as provided under Section 2.5(a).

1.2 Certain Rules of Interpretation

- (a) In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.
- (b) The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (c) References in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of this Agreement unless otherwise specified.

- (d) Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- (e) Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time
- (f) References to an amount of money in this Agreement will, unless otherwise expressly stated, be to that amount in Canadian Dollars.

1.3 **Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

1.4 **Entire Agreement**

This Agreement, together with the Loan Documents, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, other than the provisions of Loan Documents, and there are no representations, warranties or other agreements between the Parties, express or implied, in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the Loan Documents. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or, if applicable, in the Loan Documents.

1.5 **Schedules**

The following is a list of Schedules:

- Schedule "A" – Lenders and Individual Commitments
- Schedule "B" – Form of Assumption Agreement
- Schedule "C" – Wire Transfer Instructions

2. **FORMATION OF SYNDICATE**

2.1 **Appointment of Agent**

Each Lender hereby appoints 244 as the Agent for and on behalf of the Lenders under this Agreement and the Loan Documents and authorizes the Agent to take such actions on its behalf and exercise such powers as are delegated to the Agent under this Agreement or are reasonably incidental thereto.

2.2 **Formation of the Syndicate and Funding of Commitment**

- (a) Upon the satisfaction or waiver of the conditions precedent in Section 2.3, each Lender, including any Person that becomes a Lender pursuant to an Assumption Agreement, shall perform their obligations and be entitled to the rights and benefits of a Lender under the Loan Documents and Interim Financing Charge.

- (b) Upon the satisfaction or waiver of the conditions precedent in section 9 of the Commitment Letter, the Lenders shall send to GWLG by wire transfer (in accordance with the wire transfer instructions set out on **Schedule "C"**), their respective Individual Commitments.
- (c) Provided that the Borrowers have sent an Advance Request to the Agent and have satisfied, in respect of the Advance requested therein, the conditions precedent in section 10 of the Commitment Letter, the Agent shall direct GWLG to wire the Advance to the Borrowers in accordance with the directions in the Advance Request.
- (d) In the event that the condition precedent in Section 2.3, or the conditions precedent in sections 9 or 10 of the Commitment Letter, are not satisfied or waived by no later October 30, 2022 (the "**Outside Date**"), the Agent shall and does direct GWLG to return to the Lenders their respective Individual Commitments, less their respective *Pro Rata* Shares of any expenses incurred by the Agent hereunder, and upon such funds being returned to the Lenders, neither the Agent nor the Lenders will have any further obligations under this Agreement.

2.3 Conditions Precedent to Formation of Syndicate

The obligations of the Agent and the Lenders hereunder shall become effective upon the satisfaction of the condition precedent, by no later than the Outside Date, that the Agent and the Lenders shall have executed and delivered this Agreement, or as applicable any Assumption Agreement, providing for Individual Commitments in an aggregate amount not less than Cdn \$400,000.

2.4 Duties of Agent

The Agent will:

- (a) enter into, hold and maintain the Loan Documents, and hold and maintain the Interim Financing Charge, for and on behalf of itself and the Lenders;
- (b) promptly provide to the Lenders copies of all financial information, Advance Requests and other notices received from the Borrowers;
- (c) promptly advise each Lender of any Advances made under the Commitment Letter;
- (d) account for all monies received by the Agent under and in connection with the Loan Documents and the Interim Financing Charge and distribute to the Lenders all amounts;
- (e) where the Agent has actual knowledge or notice of any Default or Event of Default, promptly provide notice thereof to the Lenders;
- (f) except as otherwise provided in this Agreement, act in accordance with any instructions given to it by the Required Lenders, or if so instructed by the Required Lenders, refrain from exercising any right, power or discretion vested in the Agent; and
- (g) call a meeting of Lenders where the Agent determines such meeting is necessary or desirable, or a Lender has given notice in writing to the Agent requesting such meeting, which meeting will be held between five (5) and ten (10) days after receipt of that request.

2.5 Decision Making by Lenders

- (a) Any Lender Action with respect to the following matters requires the prior, unanimous consent of all of the Lenders in order to be effective and to be binding upon the Lenders:
- (i) any change in the interest rate under the Interim Facility;
 - (ii) any compromise or forgiveness of any Obligations;
 - (iii) any change in the Commitment or any Individual Commitment;
 - (iv) a change in the dates or timing of any payments required from the Borrowers under the Commitment Letter;
 - (v) any release or discharge of, or reduction in the maximum amount secured under, the Interim Financing Charge;
 - (vi) any amendment to this Section 2.5(a); and
 - (vii) any change to the definition of Required Lenders.
- (b) Any Lender Action other than as contemplated by Section 2.5(a) must be authorized by the Required Lenders and upon such authorization is binding upon all Lenders, including any amendment to or waiver this Agreement or any Loan Document not contemplated by Section 2.5(a) or any action to be taken or decision to be made by the Lenders under this Agreement or the Loan Documents, including:
- (i) the issuance of written notices to the Borrowers of the occurrence of a Default or Event of Default;
 - (ii) the issuance to the Borrowers of a demand for payment of the Obligations;
 - (iii) the provision of any waiver in respect of a breach of any covenant or the issuance of any consent that may be required under the Commitment Letter;
 - (iv) the determination that the form of the Proposal is acceptable to the Lenders; and
 - (v) the aggregate percentage of issued and outstanding BR Units that the Lenders will receive from BR LP upon the Implementation of the Proposal,
- provided that any waiver of or amendment to any provision of the Loan Documents that relates to the rights, duties, powers, discretions or obligations of the Agent will require the agreement of the Agent to that waiver or amendment.
- (c) Any Lender Action under this Agreement will be made at a meeting of the Lenders held under Section 2.6 or by a written instrument executed by all of the Lenders or Required Lenders, as applicable, which instrument may be executed in counterparts and delivered by e-mail or other functionally equivalent electronic means of transmission.
- (d) If any Lender Action is requested of a Lender under this Agreement, such Lender shall be deemed to have withheld its approval of such Lender Action if such Lender does not approve such Lender Action within 15 Business Days of being requested to do so by the Agent.

2.6 Meetings of Lenders

- (a) Each meeting of Lenders called under Section 2.5(c) will be held either in person Calgary or at any other place as the Agent and Required Lenders agree, or by electronic video conference with login details to be provided by the Agent.
- (b) At least five (5) Business Days' notice of the time and place of, or time and log in details for, any meeting will be given to the Lenders, and will include or be accompanied by a draft of each resolution to be submitted to that meeting, but the notice may state that the draft is subject to amendment at the meeting or any adjournment of it.
- (c) The Lenders present in person or by proxy will constitute a quorum. The Agent will nominate a person to chair the meeting. Upon every poll taken at any meeting each Lender present in person or represented by a proxy duly appointed in writing, who need not be a Lender, will be entitled, subject to the provisions of this Agreement, to one vote for each dollar of that Lender's Individual Commitment.
- (d) In respect of all matters concerning the convening, holding and adjourning of Lenders' meetings, the form, execution and deposit of instruments appointing proxies and all other relevant matters, the Agent may from time to time make any reasonable decisions and regulations not inconsistent with this Section 2.6 as it deems expedient and any decisions and regulations so made by the Agent will be binding upon the Borrowers and the Lenders. A resolution passed by the Lenders in accordance with Section 2.5 will be binding upon all Lenders.

2.7 Sharing of Information

The Agent and the Lenders may share among themselves any information they may have from time to time concerning the Obligors, whether or not that information is confidential, but except for any obligations of the Agent to provide information to the extent required under this Agreement they have no obligation to do so.

2.8 Collective Action of the Lenders

- (a) Each Lender hereby acknowledges that to the extent permitted by Applicable Law, any collateral security and the remedies provided under the Loan Documents to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder and under any collateral security are to be exercised not severally, but by the Agent upon the decision of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents).
- (b) No Lender shall take any exercise any right or remedy under any Loan Document, which rights or remedies shall be taken only by the Agent with the prior written agreement of the Required Lenders. Upon any such written agreement being given to the Agent, each Lender shall co-operate fully with the Agent to the extent requested by the Agent.
- (c) In the absence of instructions from the Lenders and where in the sole opinion of the Agent, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Agent may without notice to or consent of the Lenders take such action on behalf of the Lenders as it deems appropriate or desirable in the interest of the Lenders.

2.9 Payments and Distributions by Agent

- (a) The following provisions apply to all payments made by the Agent to the Lenders under this Agreement:
 - (i) the Agent will be under no obligation to make any payment to a Lenders until the amount thereof has been received or realized by it from the Borrowers or pursuant to the Loan Documents or Interim Financing Charge;
 - (ii) a Lender's entitlement to any distribution by the Agent shall be such Lender's *Pro Rata* Share of such distribution, less any amounts payable by the Lender to the Agent hereunder;
 - (iii) prior to any payment being made by the Agent to a Lender, such Lender shall provide to the Agent its wire transfer instructions;
 - (iv) the Agent acting reasonably and in good faith will, after consultation with the Lenders in the case of any dispute, determine in all cases the amount of all payments to which each Lender is entitled, and that determination will be deemed to be *prima facie* correct; and
 - (v) upon request, the Agent will deliver a statement providing particulars of any payments to the Lenders under this Agreement.
- (b) In the event that the outstanding Principal and Interest are converted into BR Units pursuant to the Commitment Letter and Proposal, the Agent shall distribute to each Lender the certificates representing the BR Units to which such Lender is entitled.

2.10 Protection of Agent

- (a) The Agent shall not have fiduciary obligations to the Lenders and shall only have the duties and obligations expressly set forth in this Agreement and in the Loan Documents.
- (b) The Agent shall not be liable for any action taken or not taken by it:
 - (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as is necessary, or as the Agent believes in good faith is necessary, under the provisions of the Loan Documents); or
 - (ii) in the absence of its own gross negligence or wilful misconduct.
- (c) The Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice thereof is given to the Agent by the Borrowers or a Lender.
- (d) Unless the Agent has actual knowledge or actual notice to the contrary, it may rely as to matters of fact, and is not responsible for and has no duty to ascertain or inquire into:
 - (i) the accuracy or completeness of any information supplied in connection with the Loan Documents;
 - (ii) any statement, warranty or representation made in or in connection with the Loan Documents;
 - (iii) the contents of any certificate, report or other document delivered under or in connection with the Loan Documents;

- (iv) the performance or observance of any of the covenants, agreements or other terms or conditions in the Loan Documents;
 - (v) the validity, enforceability, effectiveness or genuineness of this Agreement or any Loan Document; or
 - (vi) the satisfaction of any condition specified in this Agreement or the Loan Documents, other than to confirm receipt of items expressly required to be delivered to the Agent.
- (e) The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon:
- (i) any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person; and
 - (ii) any statement made to it orally or by telephone and believed by it to have been made by the proper Person.
- (f) In determining compliance with any condition to the making of an Advance, that by its terms must be fulfilled to the satisfaction of the Lenders, the Agent may presume that such condition is satisfactory to the Lenders unless the Agent shall have received notice to the contrary from the Lenders prior to the making of such Advance.
- (g) The Agent may engage and consult with legal counsel (who may be counsel for the Borrowers), accountants or other experts selected by it whose advice or services it determines are necessary, expedient or desirable, may rely upon any advice so obtained, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Agent may pay for such advice or services and to the extent that those costs are not recovered from the Borrowers, each Lender will reimburse the Agent for such Lenders' *Pro Rata* Share of those costs.
- (h) The Agent may refrain from exercising any right, power or discretion vested in it under this Agreement or the Loan Documents:
- (i) where the exercise of any such right, power or discretion has not been authorized by the Lenders, or the manner in which such right, power or discretion is to be exercised has not been adequately authorized, by the Lenders in accordance with Section 2.5;
 - (ii) where the exercise of any such right, power or discretion would or might in the Agent's opinion and in its sole discretion be contrary to any Applicable Law or otherwise render it liable to any Person, and may do anything that is in its opinion and in its sole discretion necessary to comply with any Applicable Law; or
 - (iii) where the Agent has not received from the Lenders security that the Agent may reasonably require, whether by way of payment in advance or otherwise, against all costs, claims, expenses (including legal fees) and liabilities that it will or may expend or incur in complying with those instructions.
- (i) The Agent will not be bound to disclose to any Person any information relating to the Obligors if that disclosure would or might in its opinion and in its sole discretion constitute a breach of any Applicable Law or be otherwise actionable at the suit of any Person.

2.11 Independent Status of Lenders

- (a) Each Lender acknowledges that it has, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.
- (b) Neither the entering into of this Agreement nor the completion of any transactions contemplated in it will constitute the Lenders, or the Lenders and the Agent, as a partnership.

2.12 Indemnification of Agent

- (a) Each Lender agrees to indemnify the Agent and hold it harmless (to the extent not reimbursed by the Obligors), rateably according to its *Pro Rata* Share (and not jointly or jointly and severally) from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against the Agent in any way relating to or arising out of the Loan Documents or the transactions therein contemplated, other than any losses, claims, damages, liabilities and related expenses resulting from the Agent's gross negligence or wilful misconduct.
- (b) To the extent that the Obligors for any reason fail to indefeasibly pay any costs or expenses of the Agent under the Loan Documents, each Lender severally agrees to pay to the Agent such Lender's *Pro Rata* Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agent acting in such capacity.

3. MISCELLANEOUS

3.1 Successors and Assigns

- (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted hereby.
- (b) Any Lender may at any time assign all of its rights and obligations under this Agreement and the Loan Documents provided that:
 - (i) the assignment shall be of all of the Lender's rights and obligations under the Loan Documents and this Agreement;
 - (ii) the assignment is approved of by the Agent, acting reasonably; and
 - (iii) the assignee shall have assumed in writing all of the obligations of the assigning Lender under this Agreement and the Loan Documents.

3.2 Replacement of Agent

- (a) The Agent may at any time give notice of its resignation to the Lenders. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor, which shall be a Lender having an Individual Commitment. The Agent may also be removed at any time by the Required Lenders upon 30 days' notice to the Agent as long as the Required Lenders, in consultation with the Borrowers, appoint and obtain the acceptance of a successor within such 30 days.
- (b) Upon a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the former Agent, and the former Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided in the preceding paragraph).

3.3 Time of Essence

Time is of the essence in all respects of this Agreement.

3.4 Notices

Any Communication must be in writing and either delivered personally or by courier, sent by prepaid registered mail or transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid. Any Communication must be sent to the intended recipient at its address as follows:

- (a) to the Agent at:

2443970 Alberta Inc.
 363 Oakfern Crescent SW
 Calgary, AB, T2V 4T3
 Attention: James Lawson, CPA CA
 E-mail: jlawson@icehealthsystems.com

with a copy to:

Gowling WLG (Canada) LLP
 Suite 1600, 421 7th Avenue SW
 Calgary AB T2P 4K9

Attention: Tom Cumming
 E-mail: tom.cumming@gowlingwlg.com

- (b) to the Lenders at the address set out in **Schedule "A"** or in the Assumption Agreements,

or at any other address as any Party may at any time advise the other by Communication given or made in accordance with this Section 3.4. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication sent by prepaid registered mail will be deemed to have been given or made and received on the fifth (5th) Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be delivered personally or by courier or transmitted by e-mail or functionally equivalent electronic means of transmission. Any Communication transmitted by e-mail

or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 5:00 pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

3.5 Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

3.6 Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part or the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

3.7 Further Assurances

Each of the Parties will the execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by to give effect to this Agreement.

3.8 Electronic Signatures and Delivery; Counterparts

This Agreement and any counterpart of it may be signed by manual, digital or other electronic signatures and delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or other functionally equivalent electronic means of transmission and that execution, delivery and transmission will be valid and legally effective to create a valid and binding agreement between the Parties. Signed counterparts of this Agreement may be signed and delivered by the Parties in counterparts, with the same effect as if each of the Parties had signed and delivered the same document, and that execution and delivery will be valid and legally effective.

[signature pages follow]

Each of the Parties has executed and delivered this Agreement, as of the date noted at the beginning of the Agreement.

Agent:

2443970 Alberta Inc.

By:

Name:

Title:

Corporate Lenders:

Nicholas Hoare Ltd.

By:

Name:

Title:

101041728 Saskatchewan Ltd.

By:

Name:

Title:

320637 Alberta Inc.

By:

Name:

Title:

Kevin Carlson Professional Corporation

By:

Name:

Title:

Individual Lenders:

Daniel Sysak

James E. Lawson

Diane M. Boutin

Dr. Lorne Kamelchuk

Dr. Warren Bean

Schedule "A"
Lenders and Individual Commitments

Lenders and Individual Commitments as of July 26, 2022:

Lenders	Individual Commitment
Daniel Sysak 11 Rich Close Red Deer, AB, Canada T4P 3P1 dgsysak@hotmail.com	Cdn. \$40,000.00
320637 Alberta Inc. 303 - 27475 Twp. Road 380 Red Deer County, AB, Canada T4S 2B7 jmpetty@me.com Attention: Dr. Jeff Petty	Cdn. \$30,000.00
James E. Lawson 363 Oakfern Crescent SW Calgary, AB, T2V 4T3 jlawson@icehealthsystems.com	Cdn. \$100,000.00
101041728 Saskatchewan Ltd. Box 14, Site 515 RR 5 Saskatoon, SK, Canada S7K 3J8 glgrant@yourlink.ca Attention: Linda and Gary Grant	Cdn. \$30,010.00
Kevin Carlson Professional Corporation 363 Oakfern Crescent SW Calgary, AB, Canada T2V 4T3 kevin.carlson@me.com Attention: Kevin Carlson	Cdn. \$50,000.00
Nicholas Hoare Ltd. 3746 Highway 1 Annapolis Roy, NS, Canada B0S 1A0 nhoare@nicholashoare.ca Attention: Dr. Nicholas Hoare	Cdn. \$50,000.00
Dr. Lorne Kamelchuk #124, 4935 - 40th Ave NW Calgary, AB, Canada T3A 2N1 dr.kamel@telus.net	Cdn. \$50,000.00
Dr. Warren Bean 96 Spring Gate Blvd. Thornhill, ON, Canada L4J 3L7 snoozz1@gmail.com	Cdn. \$30,000.00
Claude Boutin 505 Bearspaw Village Road Calgary, AB, Canada T3L 2P1 drboutin@telus.net	Cdn. \$50,000.00
Total:	Cdn. \$430,010.00

Schedule "B"
Assumption Agreement

This Assumption Agreement is dated _____, 202_ between **2443970 Alberta Inc.**, in its capacity as administrative agent (the "**Agent**") and _____ (the "**New Party**")

Context

A. BR Capital LP, BR Capital Inc., ICE Health Systems GP LP, ICE Health Systems Inc., First Response International LP, First Response International GP LP, First Response International Inc., Health Education LP, Health Education GP LP, Help Inc., ICE Health Systems Ltd. and SESCO Health Services Inc. (collectively, the "**Borrowers**") each filed notices of intention to make a proposal on September 15 and 16, 2022 under Division 1 of Part III of the *Bankruptcy and Insolvency Act* (the "**BIA**", and the proceedings commenced thereby, the "**Proposal Proceedings**").

B. The Agent has arranged a syndicate to provide interim financing to the Borrowers under section 50.6 of the *BIA* the "**Interim Facility**") to fund the restructuring costs and working capital requirements of the Borrowers during the Proposal Proceedings pursuant to a commitment letter dated as of September 16, 2022 (the "**Commitment Letter**") between the Agent, in its own right and for and on behalf of the Lenders, and the Borrowers.

C. The indebtedness, liabilities and obligations of the Borrowers under the Commitment Letter are to be secured, *inter alia*, by a charge to be granted by the Court of Queen's Bench of Alberta (the "**Court**") under section 50.6 of the *BIA* (the "**Interim Financing Charge**"), by guarantees and postponements of claim by each of ICE Health Systems Inc. (Nevada) and ICE Health Systems Ltd. (collectively, the "**Guarantors**"), and by general security agreements granted by each of the Guarantors.

D. The rights and obligations of the Lenders and Agent in connection with the Commitment Letter, the Interim Facility, the other Loan Documents and the Interim Financing Charge are set out in the Interim Facility Syndication Agreement dated as of September 16, 2022 (the "**Syndication Agreement**") between the Agent and the Lenders.

E. The New Party wishes to become a Lender under the Syndication Agreement, the Commitment Letter, the other Loan Documents and the Interim Financing Charge, and the Agent, on behalf of the Lenders, has agreed to the New Party becoming a Lender upon the New Party and the Agent entering into this Assumption Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and New Party agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given to them in the Syndication Agreement and Commitment Letter.
2. Effective upon the execution and delivery by the New Party and the Agent of this Assumption Agreement (the "**Effective Date**"), the New Party agrees to the terms and provisions of and assumes the rights and obligations of a Lender under the Syndication Agreement and Loan Documents, and the Agent, for and on behalf of the Lenders, accepts such assumption by the New Party.
3. From and after the Effective Date, the New Party shall be bound by the provisions of the Syndication Agreement and Loan Documents as a Lender and shall have all of the obligations of a Lender thereunder.
4. For the purposes of Schedule "A" to the Syndication Agreement:

- (a) the Individual Commitment of the New Party is \$_____; and
- (b) the address and contact details of the New Party are as follows:

 Attention: _____
 E-mail: _____

- 5. The New Party represents and warrants to the Agent and the Lenders that:
 - (a) the New Party has full power and authority, and has taken all action necessary, to execute and deliver this Assumption Agreement and to become a Lender under the Syndication Agreement and Loan Documents; and
 - (b) the New Party has received a copy of the Commitment Letter and other Loan Documents, has made its own credit analysis and decision to enter into this Assumption Agreement, independently and without reliance on the Agent or any other Lender.
- 6. This Assumption Agreement shall be binding upon, and inure to the benefit of, the Agent, the Lenders and the New Party and their respective successors and permitted assigns.
- 7. This Assumption Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- 8. This Assumption Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assumption Agreement by email or functionally equivalent electronic transmission shall be effective as delivery of a manually executed counterpart of this Assumption Agreement.

The terms set forth in this Assumption Agreement are hereby agreed as of the date set out above.

Agent:

2443970 Alberta Inc.

By:

Name:

Title:

New Party:

_____ [*name of New Party*]

By:

Name:

Title:

Schedule "C"
Wire Transfer Instructions

Wire Transfers to GWLG:

Pay by Swift MT 103 Direct to:

Beneficiary Information (M7103 SWIFT Tag 59a)

Beneficiary Name: GOWLING WLG (CANADA) LLP

Beneficiary Address: 421 7 AVE SW SUITE 1600, CALGARY, ALBERTA T2P4K9
P.O. Box not accepted

Partner: Tom Cumming

Reference: BR Capital LP and certain affiliates thereof

Beneficiary Account Number (12 digits): 10009 01025 12

Beneficiary Bank Information (MT103 SWIFT Tag 57a)

Bank Name: Bank of Nova Scotia

Bank Identifier (SWIFT Code or Canadian Clearing Code) SWIFT Code/BIC: NOSCCATT
Canadian Clearing Code: //CCOOO2 12989

Bank Address: (Input based on use of either the SWIFT Code or the Canadian Clearing Code)

SWIFT Code Address:	Clearing Code	
44 King Street West Toronto, ON, M5H 1H1	P.O. BOX 53069, Marlborough Cro Calgary, AB, T2A 7L9	OR

APPENDIX "D"
REPORT ON CASH FLOW BY THE PROPOSAL
TRUSTEE

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865866
Estate No. 25-2865866

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
BR Capital Inc.
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of BR Capital Inc., as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865866
Estate No. 25-2865866

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
BR Capital Inc.
of the City of Calgary, in the Province of Alberta

Purpose:

BR Capital Inc. filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of BR Capital Inc. (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022 based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095315
Estate No. 25-095315

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
BR Capital LP
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of BR Capital LP, as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee

3100, 205 5 Avenue SW

Calgary AB T2P 4B9

Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095315
Estate No. 25-095315

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
BR Capital LP
of the City of Calgary, in the Province of Alberta

Purpose:

BR Capital LP filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of BR Capital LP (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095316
Estate No. 25-095316

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
First Response International GP LP
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of First Response International GP LP, as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095316
Estate No. 25-095316

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
First Response International GP LP
of the City of Calgary, in the Province of Alberta

Purpose:

First Response International GP LP filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of First Response International GP LP (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

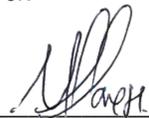
The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865869
Estate No. 25-2865869

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
First Response International Inc.
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of First Response International Inc., as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865869
Estate No. 25-2865869

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
First Response International Inc.
of the City of Calgary, in the Province of Alberta

Purpose:

First Response International Inc. filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of First Response International Inc. (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095137
Estate No. 25-095137

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
First Response International LP
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of First Response International LP, as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

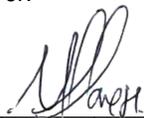
Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095137
Estate No. 25-095137

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
First Response International LP
of the City of Calgary, in the Province of Alberta

Purpose:

First Response International LP filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of First Response International LP (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095318
Estate No. 25-095318

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Health Education GP LP
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of Health Education GP LP, as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee

3100, 205 5 Avenue SW

Calgary AB T2P 4B9

Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095318
Estate No. 25-095318

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Health Education GP LP
of the City of Calgary, in the Province of Alberta

Purpose:

Health Education GP LP filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of Health Education GP LP (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095320
Estate No. 25-095320

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Health Education LP
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of Health Education LP, as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095320
Estate No. 25-095320

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Health Education LP
of the City of Calgary, in the Province of Alberta

Purpose:

Health Education LP filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of Health Education LP (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865870
Estate No. 25-2865870

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Help Inc.
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of Help Inc., as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee

3100, 205 5 Avenue SW

Calgary AB T2P 4B9

Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865870
Estate No. 25-2865870

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Help Inc.
of the City of Calgary, in the Province of Alberta

Purpose:

Help Inc. filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of Help Inc. (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095321
Estate No. 25-095321

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Ice Health Systems GP LP
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of Ice Health Systems GP LP, as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee

3100, 205 5 Avenue SW

Calgary AB T2P 4B9

Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095321
Estate No. 25-095321

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Ice Health Systems GP LP
of the City of Calgary, in the Province of Alberta

Purpose:

Ice Health Systems GP LP filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of Ice Health Systems GP LP (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865872
Estate No. 25-2865872

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Ice Health Systems Inc.
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of Ice Health Systems Inc., as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865872
Estate No. 25-2865872

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Ice Health Systems Inc.
of the City of Calgary, in the Province of Alberta

Purpose:

Ice Health Systems Inc. filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of Ice Health Systems Inc. (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865873
Estate No. 25-2865873

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
SESCI Health Services Inc.
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of SESCO Health Services Inc., as of the 23rd day of September 2022, consisting of the period September 15, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2865873
Estate No. 25-2865873

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
SESCI Health Services Inc.
of the City of Calgary, in the Province of Alberta

Purpose:

SESCI Health Services Inc. filed a Notice of Intention to Make a Proposal on September 15, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of SESCO Health Services Inc. (the "Company"), for the period September 15, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 15, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-095322
Estate No. 25-095322

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Ice Health Systems LP
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of Ice Health Systems LP, as of the 23rd day of September 2022, consisting of the period September 16, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
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District of: Alberta
Division No. 02 - Calgary
Court No. 25-095322
Estate No. 25-095322

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Ice Health Systems LP
of the City of Calgary, in the Province of Alberta

Purpose:

Ice Health Systems LP filed a Notice of Intention to Make a Proposal on September 16, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of Ice Health Systems LP (the "Company"), for the period September 16, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 16, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
Phone: (403) 691-8014 Fax: (403) 691-8008

District of: Alberta
Division No. 02 - Calgary
Court No. 25-2866171
Estate No. 25-2866171

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Ice Health Systems Ltd.
of the City of Calgary, in the Province of Alberta

The attached statement of projected cash flow of Ice Health Systems Ltd., as of the 23rd day of September 2022, consisting of the period September 16, 2022 to December 10, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
Calgary AB T2P 4B9
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FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Ice Health Systems Ltd.
of the City of Calgary, in the Province of Alberta

Purpose:

Ice Health Systems Ltd. filed a Notice of Intention to Make a Proposal on September 16, 2022 (the "NOI"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of Ice Health Systems Ltd. (the "Company"), for the period September 16, 2022 to December 10, 2022, relating to the filing of the NOI.

This Statement of Projected Cash Flow has been prepared by management on September 23, 2022, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period September 16, 2022 to December 10, 2022, considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Dated at the City of Calgary in the Province of Alberta, this 23rd day of September 2022.

KPMG Inc. - Licensed Insolvency Trustee

Per:



Neil Honess - Licensed Insolvency Trustee
3100, 205 5 Avenue SW
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