

The following powers shall only be exercisable by Extraordinary Resolution passed by the Limited Partners:

- (a) consenting to any amendment to sections 2.8(n), 10.21, or Article VII; and
- (b) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Limited Partners.

#### **10.16 Powers Exercisable by Ordinary Resolution**

Any other matters to be determined by the Partnership other than as is otherwise expressly provided for in this Agreement shall be determined by Ordinary Resolution.

### **ARTICLE XI DISSOLUTION AND LIQUIDATION**

#### **11.1 Dissolution and Termination**

The Partnership shall be automatically dissolved upon the earliest of:

- (a) the resignation, deemed resignation or replacement of the General Partner, unless a replacement has been duly appointed within the periods and on the terms provided for herein;
- (b) the withdrawal of all of the Limited Partners from the Partnership;
- (c) the sale of all of the Partnership's interests and the distribution of the assets of the Partnership; or
- (d) the expiry of the term of the Partnership on December 31, 2055.

#### **11.2 Distribution upon Dissolution**

Upon dissolution of the Partnership, the assets of the Partnership shall be liquidated and the proceeds distributed as follows and in the following order of priority:

- (a) to pay off mortgage, encumbrances or claim registered against the assets of the Partnership;
- (b) to pay all expenses incurred in the winding-up of the Partnership;
- (c) to pay all of the liabilities of the Partnership in the manner required by law;
- (d) to establish such reserves as the General Partner considers necessary for contingent liabilities;
- (e) to distribute Capital Receipts in accordance with section 7.6 hereof; and
- (f) to distribute any balance then remaining as prescribed by section 7.4 of this Agreement, except that the General Partner in its capacity as the General Partner shall only be entitled to a return of its \$1.00 capital contribution and no more.

#### **11.3 Events Not Causing Dissolution**

Notwithstanding any rule of law or equity to the contrary, the Partnership shall not be dissolved except in accordance with this Agreement. In particular, but without restricting the

generality of the foregoing, the Partnership shall not, subject to paragraph 11.1(a), be dissolved or terminated by the actual or deemed resignation, removal, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding-up or receivership, or withdrawal of the General Partner or any Limited Partner or by the assignment, transfer or transmission of any Unit.

## ARTICLE XII MISCELLANEOUS

### 12.1 *Competing Interests*

Each Limited Partner and the officers, directors and shareholders of the General Partner are entitled, without the consent of the Limited Partners, to carry on any business of the same nature as and competing with that of the Partnership, and is not liable to account to the Limited Partners therefore, and no Limited Partner or officer director or shareholder of the General Partner owes to any Limited Partner or the Partnership any fiduciary or other duty of good faith which might otherwise be imposed upon it as a partner by common law, statute or otherwise.

### 12.2 *Notices*

(a) Notice to the General Partner:

Except as otherwise provided in this Agreement, any notice to the General Partner under this Agreement shall be sufficiently given if in writing and served personally on an officer of the General Partner or sent by fax, or by letter, postage prepaid, unless at the time of mailing or within four days thereafter there shall be a strike, interruption or lockout in the Canadian postal service, in which case the notice shall be given by personal delivery or telecopy addressed to:

**HELP GENERAL PARTNER INC.** (General Partner)  
1601, 333 - 11<sup>TH</sup> Avenue S.W.  
Calgary, Alberta, T2R 1L9,

Fax number (403) 290-0828,

Attention: Mark Genuis,

and such notice shall be considered to have been given, if delivered or sent by telecopy or telex, on the date of delivery or the date of sending of the telecopy or telex or, if sent by letter, on the third Business Day following the date of mailing the letter. The General Partner shall advise the Limited Partners of any change in the above address.

(b) Notice to the Limited Partners:

Except as otherwise provided in this Agreement, any notice to a Limited Partner under this Agreement shall be sufficiently given if in writing and served personally on the Limited Partner or an officer thereof or, if sent by telecopy or by letter, postage prepaid, to the address of the Limited Partner in the Register of Limited Partners, unless at the time of mailing or within four days thereafter there shall be a strike, interruption or lockout in the Canadian postal service, in which case notice shall be given by personal delivery or facsimile to:

Essential Talk Network Inc.  
c/o Wilson Laycraft  
1601, 333 - 11<sup>th</sup> Ave SW  
Calgary AB T2R 1L9

Lawson Family Trust (Limited Partner)  
c/o Wilson Laycraft  
1601, 333 - 11<sup>th</sup> Avenue SW  
Calgary, AB T2R 1L9

Carlson Family Trust (Limited Partner)  
Dr. Kevin Carlson

Bean Family Trust (Limited Partner)  
c/o Bennett Jones

800, 736 - 6th Avenue S.W.  
Calgary, Alberta T2P 4K7

4500 855 - 2<sup>nd</sup> Street S.W.  
Calgary, AB T2P 3T7

and such notice, if delivered or sent by facsimile, shall be considered to have been given on the date of delivery or the date of sending of the telecopy or telex or, if sent by letter, on the third Business Day following the date of mailing the letter. Each Limited Partner shall advise the Transfer Agent of any change in his address as then shown on the Register of Limited Partners.

### **12.3 Further Acts**

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effects to this Agreement and every part thereof.

### **12.4 Binding Effect**

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

### **12.5 Severability**

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

### **12.6 Counterparts**

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any subscription and assignment forms or similar instruments signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

### **12.7 Time**

Time shall be of the essence hereof.

### **12.8 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Limited Partner hereby irrevocably attorns and consents to the jurisdiction of the Province of Alberta.

### **12.9 Tender**

Any tender or payment of money as required hereunder shall be tendered by an official bank draft drawn upon a Canadian chartered bank or by negotiable cheque payable in Canadian funds and certified by a Canadian chartered bank or trust company.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

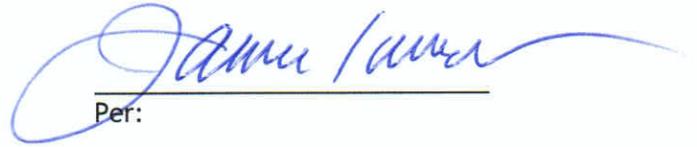
**HELP General Partner Inc.**

  
\_\_\_\_\_  
Per: Mark Genuis, President C.S.

**Essential Talk Network Incorporated**

  
\_\_\_\_\_  
Per: Mark Genuis, President

**Lawson Family Trust per its Trustees**

  
\_\_\_\_\_  
Per:

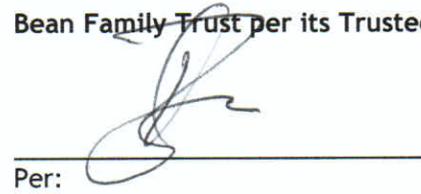
\_\_\_\_\_  
Per:

**Carlson Family Trust per its Trustees**

  
\_\_\_\_\_  
Per:

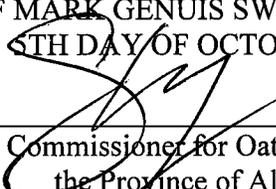
\_\_\_\_\_  
Per:

**Bean Family Trust per its Trustees**

  
\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

THIS IS EXHIBIT "R" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/09/29  
Time of Search: 02:01 PM  
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD  
Service Request Number: 38373676  
Customer Reference Number:

**Corporate Access Number:** 2011383292  
**Business Number:** 860607373  
**Legal Entity Name:** HELP GENERAL PARTNER INC.

**Legal Entity Status:** Struck  
**Struck Off Date:** 2021/09/02  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2004/11/17 YYYY/MM/DD

## Registered Office:

**Street:** 240 - 4000 GLENMORE COURT SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2C5R8

## Records Address:

**Street:** 240 - 4000 GLENMORE COURT SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2C5R8

## Directors:

**Last Name:** BEAN  
**First Name:** WARREN  
**Street/Box Number:** 96 SPRING GATE BLVD  
**City:** THORNHILL  
**Province:** ONTARIO  
**Postal Code:** L4J3L7

**Last Name:** CARLSON  
**First Name:** KEVIN  
**Street/Box Number:** 43 BEL AIRE PLACE SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2V2C3

**Last Name:** GENUIS

**First Name:** MARK  
**Street/Box Number:** 186 HAWKTREE GREEN NW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T3G3B8

**Last Name:** LAWSON  
**First Name:** JAMES  
**Street/Box Number:** 363 OAKFERN CRES SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2V4T3

**Voting Shareholders:**

**Legal Entity Name:** 1083780 ALBERTA LTD.  
**Corporate Access Number:** 2010837801  
**Street:** 124 4935 40 AVE NW  
**City:** CALAGRY  
**Province:** ALBERTA  
**Postal Code:** T3A2N1  
**Percent Of Voting Shares:** 10.5

**Last Name:** BEAN FAMILY TRUST  
**Street:** 96 SPRING GATE BLVD  
**City:** THORNHILL  
**Province:** ONTARIO  
**Postal Code:** L4J3L7  
**Percent Of Voting Shares:** 7.5

**Last Name:** CARLSON FAMILY TRUST  
**Street:** 43 BEL AIRE PLACE SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2V2C3  
**Percent Of Voting Shares:** 7.5

**Legal Entity Name:** ESSENTIAL TALK NETWORK INCORPORATED  
**Corporate Access Number:** 208877126  
**Street:** 240 - 4000 GLENMORE COURT SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2C5R8  
**Percent Of Voting Shares:** 48.01

**Last Name:** GENUIS  
**First Name:** MARK  
**Street:** 186 HAWKTREE GREEN NW  
**City:** CALGARY

**Province:** ALBERTA  
**Postal Code:** T3G3B8  
**Percent Of Voting Shares:** 18

**Last Name:** HOVEN  
**First Name:** PETER  
**Street:** 17 DOWNEY GREEN  
**City:** OKOTOKS  
**Province:** ALBERTA  
**Postal Code:** T1S1H5  
**Percent Of Voting Shares:** 3

**Last Name:** LAWSON  
**First Name:** JAMES  
**Street:** 363 OAKFERN CRES SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2V4T3  
**Percent Of Voting Shares:** 5.49

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED SCHEDULE  
**Share Transfers Restrictions:** SEE ATTACHED SCHEDULE  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 5  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED SCHEDULE

**Associated Registrations under the Partnership Act:**

Trade Partner Name	Registration Number
HEALTH EDUCATION GP LIMITED PARTNERSHIP	LP11760907

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2018	2019/01/29

**Outstanding Returns:**

Annual returns are outstanding for the 2021, 2020, 2019 file year(s).

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2004/11/17	Incorporate Alberta Corporation
2010/12/13	Change Director / Shareholder
2011/03/07	Change Address
2019/01/29	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2020/02/18	Update BN
2021/05/26	Status Changed to Start for Failure to File Annual Returns
2021/09/02	Status Changed to Struck for Failure to File Annual Returns

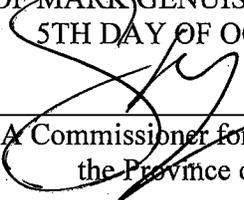
**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2004/11/17
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2004/11/17
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2004/11/17
Letter - Spelling Error	10000807109565991	2010/12/13

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



THIS IS EXHIBIT "S" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20  
Time of Search: 10:40 AM  
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD  
Service Request Number: 37979814  
Customer Reference Number:

**Corporate Access Number:** 2021037532  
**Business Number:** 762212314  
**Legal Entity Name:** ICE HEALTH SYSTEMS LTD.

## Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
2103753 ALBERTA LTD.	2018/03/12

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2018/03/07 YYYY/MM/DD

## Registered Office:

**Street:** 240-4000 GLENMORE CRT SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2C5R8

## Records Address:

**Street:** 240,4000 GLENMORE CRT SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2C5R8

**Email Address:** JLAWSON@ICEHEALTHSYSTEMS.COM

## Directors:

**Last Name:** GENUIS  
**First Name:** MARK  
**Street/Box Number:** 186 HAWKTREE GREEN SW  
**City:** CALGARY  
**Province:** ALBERTA

**Postal Code:** T3G3P8  
**Last Name:** LAWSON  
**First Name:** JAMES  
**Street/Box Number:** 363 OAKFERN CRESCENT SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2V2N1

**Voting Shareholders:**

**Last Name:** ICE HEALTH SYSTEMS LIMITED PARTNERSHIP  
**Street:** 240,4000 GLENMORE CRT SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2C5R8  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO  
**Share Transfers Restrictions:** SEE RESTRICTIONS ON SHARE TRANSFERS SCHEDULE ATTACHED HERETO  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 15  
**Business Restricted To:** NO RESTRICTIONS  
**Business Restricted From:** NO RESTRICTIONS  
**Other Provisions:** SEE OTHER RULES OR PROVISIONS SCHEDULE ATTACHED HERETO

**Holding Shares In:**

Legal Entity Name
SESCI HEALTH SERVICES INC.

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
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**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2018/03/07	Incorporate Alberta Corporation
2018/03/12	Name Change Alberta Corporation
2020/02/23	Update BN
2022/02/14	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2018/03/07
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2018/03/07
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2018/03/07

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/07/20  
Time of Search: 10:57 AM  
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD  
Service Request Number: 37980077  
Customer Reference Number:

**Corporate Access Number:** 2021039892  
**Business Number:** 762214914  
**Legal Entity Name:** SESCO HEALTH SERVICES INC.

## Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
SECSI HEALTH SERVICES INC.	2018/03/14

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2018/03/08 YYYY/MM/DD

## Registered Office:

**Street:** 240-4000 GLENMORE CRT SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2C5R8

## Records Address:

**Street:** 240, 4000 GLENMORE COURT SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2C5R8

**Email Address:** JLAWSON@ICEHEALTHSYSTEMS.COM

## Directors:

**Last Name:** GENUIS  
**First Name:** MARK  
**Street/Box Number:** 186 HAWKTREE GREEN SW  
**City:** CALGARY  
**Province:** ALBERTA

**Postal Code:** T3G3P8  
**Last Name:** LAWSON  
**First Name:** JAMES  
**Street/Box Number:** 363 OAKFERN CRESCENT SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2V2N1

**Voting Shareholders:**

**Legal Entity Name:** ICE HEALTH SYSTEMS LTD.  
**Corporate Access Number:** 2021037532  
**Street:** SUITE 240, 4000 GLENMORE COURT SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2C5R8  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO  
**Share Transfers Restrictions:** SEE RESTRICTIONS ON SHARE TRANSFERS SCHEDULE ATTACHED HERETO  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 15  
**Business Restricted To:** NO RESTRICTIONS  
**Business Restricted From:** NO RESTRICTIONS  
**Other Provisions:** SEE OTHER RULES OR PROVISIONS SCHEDULE ATTACHED HERETO

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2022	2022/02/14

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2018/03/08	Incorporate Alberta Corporation
2018/03/14	Name Change Alberta Corporation
2020/02/23	Update BN
2022/02/14	Enter Annual Returns for Alberta and Extra-Provincial Corp.

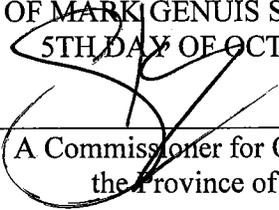
**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2018/03/08
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2018/03/08
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2018/03/08

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

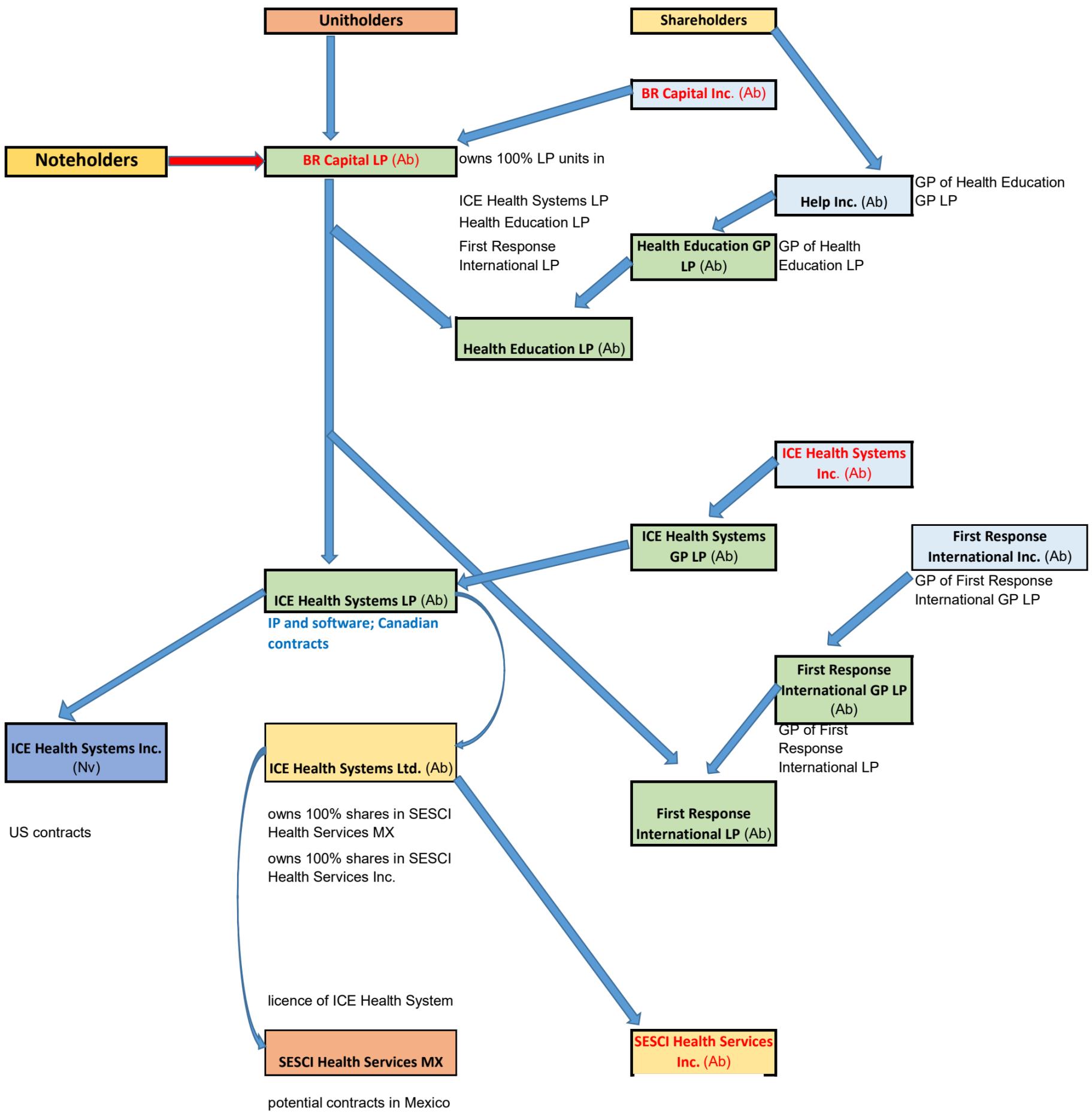


THIS IS EXHIBIT "T" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022

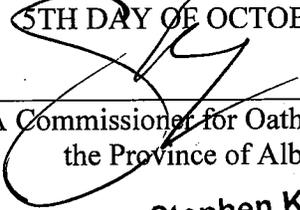


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A Commissioner for Oaths in and for  
the Province of Alberta



THIS IS EXHIBIT "U" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

**BRIEF COMMUNICATION**

# Immediate impact of bringing a school to the community with a new community-based clinical education program

Lisa B. Nguyen DDS<sup>1</sup>  | Lynn Johnson PhD<sup>2</sup> | Steve Lee DDS<sup>3</sup> | Kyle Tupaz MPA<sup>4</sup> | Wilhelm A. Piskorowski DDS<sup>4</sup>

<sup>1</sup>Division of Public Health and Community Dentistry, Section of Pediatric Dentistry, UCLA School of Dentistry, Los Angeles, California, USA

<sup>2</sup>Department of Periodontics and Oral Medicine, Dental Informatics, University of Michigan School of Dentistry, Ann Arbor, Michigan, USA

<sup>3</sup>Section of Restorative Dentistry, UCLA School of Dentistry, Los Angeles, California, USA

<sup>4</sup>Division of Public Health and Community Dentistry, UCLA School of Dentistry, Los Angeles, California, USA

**Correspondence**

Lisa B. Nguyen, University of California, Los Angeles, School of Dentistry, 10833 Le Conte Avenue, CHS 53-068, Los Angeles, CA 90095, USA.

Email: lnguyen@dentistry.ucla.edu

**Funding information**

Delta Dental Foundation

**Abstract**

**Objectives:** To examine the implementation of a community-based clinical education (CBCE) program at the University of California, Los Angeles School of Dentistry (SOD) and the preliminary outcomes on dental students and affiliated clinics.

**Methods:** A retrospective review was carried out of SOD CBCE program implementation and program data between March 2018 and June 2019 related to patient encounters, pre- and post-rotation student self-assessments, student exit surveys and surveys administered to faculty within affiliate clinics.

**Results:** In five academic quarters, 133 students delivered care for 7556 patients and completed 12,467 procedures in underserved communities. Students reported increased confidence across 14 areas of self-assessment. The percentage of students reporting future plans of working in public health clinics upon graduation increased from 6% to 19%. Affiliate clinic faculty indicated increased care delivery for underserved patients, appointment availability, and job satisfaction.

**Conclusions:** The newly implemented UCLA SOD CBCE program preliminarily yielded immediate positive outcomes for SOD students and affiliate community clinics.

**KEYWORDS**

access to care, community dentistry, dental education, electronic health record, public health dentistry, school dentistry, workforce

**INTRODUCTION**

Oral health is an essential component of overall health, yet millions of Americans continue to struggle with the ability to access care [1]. The inability to access oral health care can lead to negative health implications and decreased quality of life [2].

Uneven distribution of dental providers and provider retention in public health clinics are major barriers to accessing care [3,4]. In a 2018 survey of health centers, 45% reported having at least one dentist vacancy, and of those vacancies, 47% were longer than 6 months duration [4]. In a survey of dental graduates in 2017, ( $n = 4841$  of 6238 graduates), only 5% ( $n = 241$ ) considered practicing in the public health arena as part of their future plans [5]. With a shortage of dentists and the small percentage of graduates choosing to practice in public health clinics, programs

aiming to increase the workforce for underserved populations should be encouraged.

Community-based clinical education (CBCE) programs in dental training have been long known to enhance students' clinical expertise while playing a significant role in increasing access to care through workforce distribution, increased clinic productivity and a greater number of graduates likely to choose a career in public health clinics [6–9].

To align with the increased emphasis of U.S. dental schools to provide external clinical experiences [6] and the school's mission to improve the oral health of the people of California and the nation, the University of California, Los Angeles School of Dentistry (SOD) initiated a CBCE program in March 2018. The aim of this study was to examine the implementation process and report preliminary outcomes of the SOD's CBCE program on senior students and affiliate clinics.

## METHODS

The UCLA Institutional Review Board determined that this study was exempt from oversight. The UCLA CBCE program was modeled after the University of Michigan School of Dentistry (U-M SOD) Community-Based Dental Education (CBDE) program [7].

### Extramural sites

Community clinics with a history of academic affiliation and a commitment to underserved communities were identified. Student productivity and financial data from the U-M SOD CBDE program were presented via PowerPoint presentation during meetings with dental directors, chief executive officers, chief financial officers, and dental practice owners to demonstrate students' added value to the practice. The presentation included evidence of dental students in extramural clinics practicing at a 70% full time equivalent level and student-generated revenue [7,9].

Affiliation agreements between the SOD and five organizations were established at the onset of the program. At the end of the 2019 academic year, a total of 10 affiliation agreements were established. Community organizations included Federally Qualified Health Centers (FQHC), private practices affiliated with an FQHC, donated service programs, a student health center and dental service organizations throughout urban and suburban areas of Southern California. One affiliate site was located in an urban area of Michigan. Community clinics were approved as minor extramural educational sites by the Commission on Dental Accreditation (CODA) and as extramural dental facilities by the Dental Board of California. Thirty-seven dentists within the community clinics were credentialed as SOD faculty. Onboarding sessions with school values, teaching methods and expectations were completed by site faculty. A cost offset, or revenue sharing, component involved invoicing the extramural site \$200 per student per rotation day after each rotation, excluding donated service programs which delivered pro bono services. The CBCE program covered all student travel and housing costs where necessary utilizing grant funding and program revenue from extramural site invoicing.

### Student rotations

In the pilot quarter, 34 fourth year (D4) students from the class of 2018 completed at least one 2-week rotation on a voluntary basis. For the class of 2019, 99 D4 students completed two 2-week rotations as part of a required course. Students delivered direct patient care under the supervision of credentialed faculty while the faculty dentist maintained their own reduced patient schedule. Students were assigned to a different clinical

practice model for each rotation to diversify their portfolio of experiences.

### Data collection

A secure, HIPAA compliant, cloud-based electronic health record (EHR) system, *ICE Health Systems*, was used as a program management tool to collect and deliver data in real-time. *ICE Health Systems* was selected with guidance from the *Collaboration for Health IT*, a partnership of dental educators, researchers, and practicing clinicians from several countries. On rotation, students were expected to enter:

- Patient information including age, sex, ethnicity, race, and insurance type
- Systemic and oral health conditions
- Completed codes on dental procedures and nomenclature (CDT)
- Pre- and post-rotation self-assessments, assessment of site and assessment of faculty

Site faculty validated student entries and completed post-rotation assessments of students. Site, student, and faculty profiles were created. Data were analyzed by UCLA CBCE administration after each rotation and reviewed with faculty at extramural sites every academic quarter.

### Student exit surveys

Baseline data regarding the class of 2017 graduates' intent to practice in the public health system were obtained from the SOD's Office of Student Affairs. SOD D4 students who experienced CBCE received an email from CBCE administrative support with a weblink to an author-modified exit survey 3 weeks prior to graduation. Exit surveys administered by the SOD Office of Student Affairs and by CBCE were mandatory for students to receive graduation clearance and therefore yielded a 100% response rate.

### Extramural faculty surveys

To assess the influence of the SOD CBCE program at affiliate clinics, a six question digital survey was emailed to 33 of 37 extramural faculty participating in the SOD CBCE program excluding four faculty members who experienced one month or less of student interaction. The survey was administered 20 months after the implementation of CBCE.

## RESULTS

In five academic quarters, 7556 unique patients received 12,467 procedures by 133 D4 students. All patients

(100%) were uninsured or Medicaid recipients with approximately 24% aged 0–17 years, 63% aged 18–64 and 13% aged 65 and above. Approximately 65% of patients were Hispanic or Latino, 8% White, non-Hispanic, 3% Black or African American, 1% Asian and less than 1% American Indian or Alaska native. 22% of patients had unknown race and ethnicity or declined to report. The most common medical conditions reported were diabetes, asthma, and hypertension.

Students averaged five patient encounters and seven procedures per rotation day. Students performed a range of dental services (Figure 1) valued at approximately \$800,000 dollars based on the *California Medicaid fee*

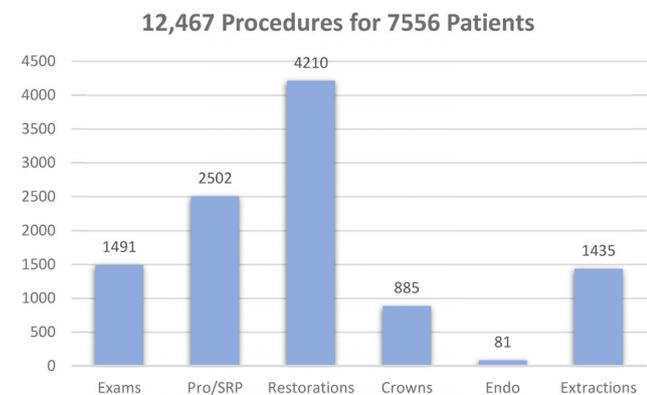
*schedule*. A comparison of pre- and post-rotation student self-assessments illustrated increased confidence across all 14 areas of the assessment tool (Figure 2).

Affiliate sites were invoiced a total of \$239,800 during the duration of this study. Expenditures related to student travel, lodging, and background checks amounted to \$122,173.90, which resulted in a school revenue surplus of \$116,826.10.

The UCLA SOD class of 2017 was the last class to graduate from the SOD without experiencing the CBCE program. Their exit survey revealed 6% planned on working in a public health clinic after graduation. For the class of 2019, the percentage of graduates who planned on working in a public health clinic increased to 19%.

Of the 33 surveys sent to the SOD CBCE faculty, 16 responded resulting in a 48% response rate.

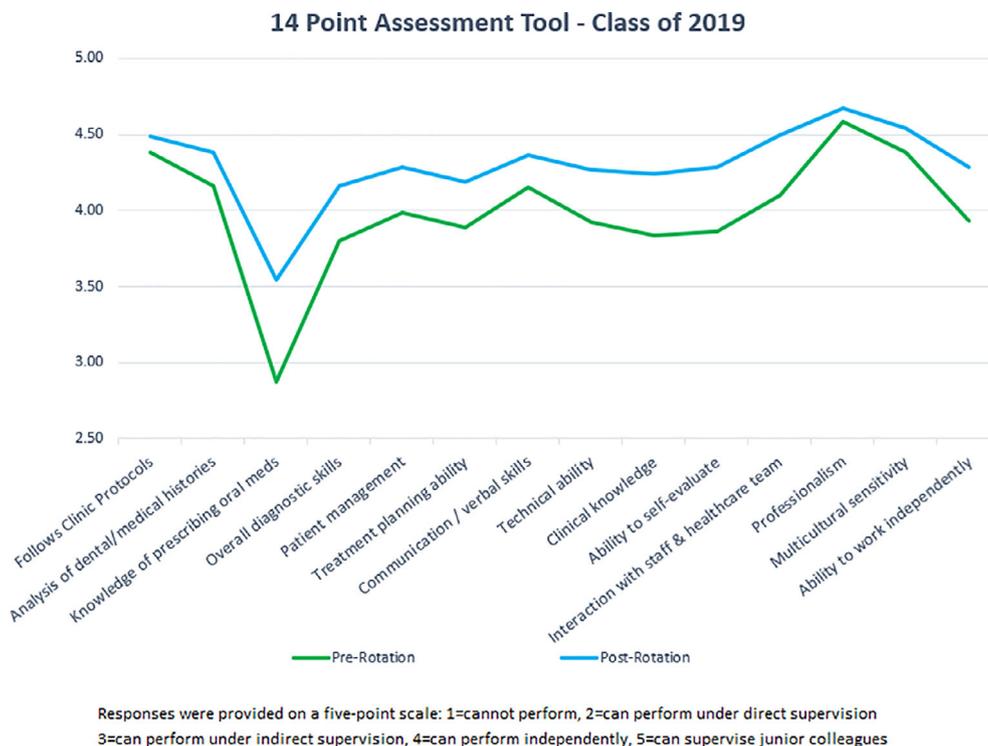
- 30.8% reported the site providing care for an increased number of patients with Medicaid/no insurance/low-income
- 38.5% reported an increase of patient appointment availability
- 84.6% reported increased joy at work (i.e., job satisfaction) when mentoring students



**FIGURE 1** Dental services provided by students by procedure type in community sites [Color figure can be viewed at [wileyonlinelibrary.com](http://wileyonlinelibrary.com)]

## DISCUSSION

This is the first study to provide insight into the CBCE program at the UCLA SOD. The purpose of this paper is



**FIGURE 2** Comparison of student self-assessments before and after CBCE rotations [Color figure can be viewed at [wileyonlinelibrary.com](http://wileyonlinelibrary.com)]

to report preliminary outcomes of the new SOD CBCE program and provide a benchmark for additional studies.

The results of this study provide additional support to the body of literature addressing the role of CBCE programs in enhancing students' clinical expertise and added value to affiliate clinics [6–10]. While there are mixed outcomes regarding whether CBCE experience results in a significant change in students' reported career plans post-graduation [6–8,10], the percentage of students reporting their desire to work in public health clinics increased more than twofold when comparing students without and with CBCE experience at the UCLA SOD.

While our preliminary data resulted in positive outcomes, several factors limit the interpretation of our findings. First, our data described students and affiliate clinics outcomes over a relatively short period of time. Second, financial outcomes for both the school and the affiliate sites were not evaluated sufficiently. Lastly, the non-blinded administration and collection of student exit surveys and affiliate site surveys by the SOD CBCE team could have affected student and faculty responses to be more positively biased.

Longitudinal studies with longer study periods are required to more accurately assess outcomes and determine whether positive effects will be sustained at SOD. These longer-term studies will extensively assess the educational effects to students, SOD financial outcomes and impact on affiliate clinics and the communities they serve. Future studies will also consider the revision of survey administration methods for D4 exit surveys and affiliate site faculty surveys. In addition, future studies will assess the presence or absence of statistical significance within our outcomes.

Community clinics may be hesitant to participate in a CBCE program because of the addition of relatively inexperienced student doctors and cost, however studies demonstrated students in community clinics are very productive and can play a role in increasing access to care [6,7,9]. While this study did not include a comparison of patient visits before and after CBCE program implementation, affiliate site faculty surveys revealed increased care for vulnerable populations and increased appointment availability.

Schools may have concerns over clinic revenue loss when students spend time in community clinics; however, preliminary SOD CBCE data is promising toward increasing revenue to the school. Studies have expressed that schools with an extensive CBDE program demonstrated financial benefits [6,7].

## CONCLUSIONS

While closing the gap in oral health disparities requires multifaceted solutions from many different sectors, our preliminary SOD CBCE data indicated immediate positive outcomes from the collaboration between SOD and community organizations.

## ACKNOWLEDGMENTS

The UCLA School of Dentistry Community-Based Clinical Education pilot program was supported by a Delta Dental of California grant. Funders did not have any role in data collection, interpretation, nor reporting. The content is solely the responsibility of the authors and does not necessarily represent the official views of Delta Dental of California.

## CONFLICT OF INTEREST

At the time of this article, Lynn Johnson and Lisa Nguyen served as advisory committee members for the Collaboration of Health IT without financial compensation. The authors declare no other potential conflicts of interest with respect to the authorship and/or publication of this article.

## ORCID

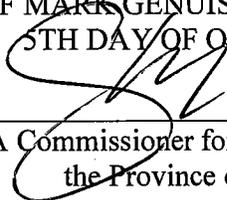
Lisa B. Nguyen  <https://orcid.org/0000-0002-2432-3432>

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**How to cite this article:** Nguyen LB, Johnson L, Lee S, Tupaz K, Piskorowski WA. Immediate impact of bringing a school to the community with a new community-based clinical education program. *J Public Health Dent*. 2022;1–4. <https://doi.org/10.1111/jphd.12497>

THIS IS EXHIBIT "V" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



---

A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

**BR Capital Limited Partnership**  
**Consolidated Statements of Financial Position**  
**As at December 31**  
(Unaudited)

**ASSETS**

	<b>2021</b>	<b>2020</b>
<b>Current Assets</b>		
Cash	\$ 2,609	\$ 2,109
Accounts Receivable	95,972	76,002
Prepays	-	20,666
Deferred Expenses	-	345,330
	98,581	444,107
<b>Capital Assets</b>		
Furniture, Equipment and Leaseholds	29,239	60,982
Investment in ICE Health Systems LP (Note 6)	108,000	108,000
Eligible Capital Costs	73,949	73,949
	\$ 309,769	\$ 687,038
	309,769	687,038

**LIABILITIES AND PARTNERS' CAPITAL**

<b>Current Liabilities</b>		
Accounts Payable	\$ 579,500	\$ 631,354
Reseller Advance (Note 11)	-	137,567
Accrued Executive Payroll (Note 10)	1,492,421	1,067,897
Interest Due on Promissory Notes (Note 7)	2,296,433	1,458,041
Promissory Notes (Note 7)	3,185,000	3,185,000
Limited Partners' Promissory Notes (Note 7)	3,500,921	3,002,921
Deferred Revenue (Note 8)	303,344	84,740
	11,357,619	9,567,521
<b>Partners' Capital</b>		
General Partner Capital (Note 9)	-	-
Limited Partners' Capital (Note 9)	31,107,543	30,812,543
Partnership Deficit	(42,155,394)	(39,693,026)
	(11,047,851)	(8,880,482)
	\$ 309,769	\$ 687,039

**Commitments (Note 14)**

**Subsequent Events (Note 15)**

*Approved on behalf of the General Partner*

'James Lawson'

**See Accompanying Notes**

**BR Capital Limited Partnership**  
**Consolidated Statements of Operations and Deficit**  
**For the Period Ended December 31**  
(Unaudited)

	2021	2020
<b>Income</b>		
Revenue	\$ <u>510,073</u>	\$ <u>411,700</u>
	<u>510,073</u>	<u>411,700</u>
<b>Expenses</b>		
Human Resources	1,137,321	1,600,700
Operational	151,648	292,282
Interest	928,714	744,136
General Office	26,623	49,408
Travel and Conference	388	5,969
Professional Fees	12,455	35,952
Rent	126,635	112,623
Bad Debt	257,736	-
Amortization	17,456	21,287
	<u>2,658,977</u>	<u>2,862,357</u>
<b>Partnership Loss</b>	<u>\$ (2,148,903)</u>	<u>\$ (2,450,657)</u>

See Accompanying Notes

**BR Capital Limited Partnership**  
**Consolidated Statement of Changes in Partners' Capital**  
**For the Period Ended December 31**  
(Unaudited)

	<b>2021</b>	<b>2020</b>
<b>Balance, Limited Partners' Capital January 1</b>	\$ (9,135,847)	(6,466,796)
<b>New Capital Additions</b>	245,000	40,000
<b>Net Loss</b>	(2,148,903)	(2,450,657)
<b>Other Comprehensive Income (Loss)</b>		
Cumulative Translation Adjustment	<u>(8,101)</u>	<u>(3,031)</u>
<b>Balance, Limited Partner's Capital, End of Period</b>	<u>\$ (11,047,851)</u>	<u>\$ (8,880,484)</u>

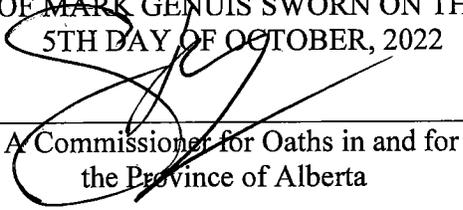
See Accompanying Notes

**BR Capital Limited Partnership**  
**Consolidated Statements of Cash Flows**  
**For the Period Ended December 31**  
(Unaudited)

	<b>2021</b>	<b>2020</b>
<b>Net Cash Flow (Outflow) Related To:</b>		
<b>Operating Activities</b>		
Net Loss for the Period	\$ (2,148,903)	\$ (2,450,657)
Adjustment for:		
Depreciation and Amortization	17,456	21,287
	(2,131,448)	(2,429,370)
Changes in Non-Cash Working Capital		
Accounts Receivable	101,455	119,297
Prepaid Expenses	11,626	(609)
Deferred Expenses	204,929	(280,406)
Accounts Payable	(28,828)	532,692
Accrued Payroll	355,006	339,909
Interest Payable	784,472	680,482
Deferred Revenue	128,182	(14,641)
	(574,605)	(1,052,645)
<b>Investing Activities</b>		
Purchase of Capital Assets	12,352	-
Partnership Eligible Capital Costs	-	-
	12,352	-
<b>Financing Activities</b>		
Limited Partner Capital	245,000	40,000
Reseller Advance	(111,849)	137,567
Promissory Notes	420,000	552,921
	553,151	730,488
<b>Increase (Decrease) In Cash</b>	(9,102)	(322,157)
<b>Effect of Exchange Rate Changes on Cash</b>	(8,101)	(3,031)
<b>Balance, Beginning of the Year</b>	19,811	327,297
	\$ 2,609	\$ 2,109
<b>Balance, End of the Period</b>	\$ 2,609	\$ 2,109

See Accompanying Notes

THIS IS EXHIBIT "W" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



---

A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

Search ID #: Z15226801

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z15226801

Date of Search: 2022-Jul-20

Time of Search: 11:04:55

**Business Debtor Search For:**

SESCI HEALTH SERVICES INC.

No Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.

Result Complete



Search ID #: Z15226771

**Transmitting Party**

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1200, 10123 99 st NW  
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Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z15226771

Date of Search: 2022-Jul-20

Time of Search: 11:01:51

**Business Debtor Search For:**

ICE HEALTH SYSTEMS LTD.

No Result(s) Found

**NOTE:**

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Result Complete



Search ID #: Z15226776

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z15226776

Date of Search: 2022-Jul-20

Time of Search: 11:02:31

**Business Debtor Search For:**

ICE HEALTH SYSTEMS INC.

No Result(s) Found

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Result Complete



Search ID #: Z15226772

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z15226772

Date of Search: 2022-Jul-20

Time of Search: 11:02:09

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ICE HEALTH SYSTEMS GP LIMITED PARTNERSHIP

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Result Complete



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**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

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EDMONTON, AB T5J 3H1

Party Code: 50073881  
Phone #: 780 429 5969  
Reference #:

Search ID #: Z15226786

Date of Search: 2022-Jul-20

Time of Search: 11:03:25

**Business Debtor Search For:**

HELP INC.

Inexact Result(s) Only Found

**NOTE:**

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**Note:**

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HO LLP  
107-12222 137 AVE NW  
EDMONTON, AB T5L4X5

**Reg.#**

21012924328

**SECURITY AGREEMENT**

**Debtor Name / Address**

HO LLP  
107-12222 137 AVE NW  
EDMONTON, AB T5L4X5

**Reg.#**

21012924331

**SECURITY AGREEMENT**

**Debtor Name / Address**

HO LLP  
107-12222 137 AVE NW  
EDMONTON, AB T5L4X5

**Reg.#**

21012924369

**LAND CHARGE**

**Debtor Name / Address**

HO LLP HOLDINGS INC.  
107-12222 137 AVE NW  
EDMONTON, AB T5L4X5

**Reg.#**

21012924331

**SECURITY AGREEMENT**

**Debtor Name / Address**

HO LLP HOLDINGS INC.  
107-12222 137 AVE NW  
EDMONTON, AB T5L4X5

**Reg.#**

21012924369

**LAND CHARGE**

Result Complete

**Search ID #:** Z15226781

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

**Search ID #:** Z15226781

**Date of Search:** 2022-Jul-20

**Time of Search:** 11:02:48

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HEALTH EDUCATION LIMITED PARTNERSHIP

No Result(s) Found

**NOTE:**

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Be sure to read the reports carefully.

Result Complete



Search ID #: Z15226782

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z15226782

Date of Search: 2022-Jul-20

Time of Search: 11:03:07

**Business Debtor Search For:**

HEALTH EDUCATION GP LIMITED PARTNERSHIP

No Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.

Result Complete



Search ID #: Z15226788

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881  
Phone #: 780 429 5969  
Reference #:

Search ID #: Z15226788

Date of Search: 2022-Jul-20

Time of Search: 11:03:47

**Business Debtor Search For:**

FIRST RESPONSE INTERNATIONAL LIMITED PARTNERSHIP

Inexact Result(s) Only Found

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Search ID #: Z15226788

**Note:**

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FIRST RESPONSE INC 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	20120727126

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WY CALGARY, AB T3R1B1	22041100827

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	22052611436

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	22052611646

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHRUCH RANCHES WAY CALGARY, AB T3R1B1	22071112995

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC. 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	22040422624

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
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Search ID #: Z15226788

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

22040423215

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22040424420

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22052406566

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22052407782

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22052410102

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22061707784

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22061708941

**SECURITY AGREEMENT**

**Debtor Name / Address**

**Reg.#**

Search ID #: Z15226788

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

22062406346

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE TECHNICAL SERVICES  
INCORPORATED  
34 CREEK SPRINGS RD NW  
AIRDRIE, AB T4B 2V5

**Reg.#**

18061431284

**SECURITY AGREEMENT**

Result Complete

Search ID #: Z15226798

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881  
Phone #: 780 429 5969  
Reference #:

Search ID #: Z15226798

Date of Search: 2022-Jul-20

Time of Search: 11:04:31

**Business Debtor Search For:**

FIRST RESPONSE INTERNATIONAL INC.

Inexact Result(s) Only Found

**NOTE:**

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<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	20120727126

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WY CALGARY, AB T3R1B1	22041100827

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	22052611436

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	22052611646

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHRUCH RANCHES WAY CALGARY, AB T3R1B1	22071112995

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC. 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	22040422624

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
------------------------------	--------------

Search ID #: Z15226798

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

22040423215

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22040424420

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22052406566

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22052407782

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22052410102

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22061707784

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22061708941

**SECURITY AGREEMENT**

**Debtor Name / Address**

**Reg.#**

Search ID #: Z15226798

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

22062406346

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE TECHNICAL SERVICES  
INCORPORATED  
34 CREEK SPRINGS RD NW  
AIRDRIE, AB T4B 2V5

**Reg.#**

18061431284

**SECURITY AGREEMENT**

Result Complete

Search ID #: Z15226794

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881  
Phone #: 780 429 5969  
Reference #:

Search ID #: Z15226794

Date of Search: 2022-Jul-20

Time of Search: 11:04:08

**Business Debtor Search For:**

FIRST RESPONSE INTERNATIONAL GP LIMITED PARTNERSHIP

Inexact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z15226794

**Note:**

The following is a list of matches closely approximating your Search Criteria,  
which is included for your convenience and protection.

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	20120727126

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WY CALGARY, AB T3R1B1	22041100827

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	22052611436

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	22052611646

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC 203 CHRUCH RANCHES WAY CALGARY, AB T3R1B1	22071112995

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
FIRST RESPONSE INC. 203 CHURCH RANCHES WAY CALGARY, AB T3R 1B1	22040422624

**SECURITY AGREEMENT**

<b>Debtor Name / Address</b>	<b>Reg.#</b>
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Search ID #: Z15226794

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

22040423215

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22040424420

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22052406566

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22052407782

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22052410102

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22061707784

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

**Reg.#**

22061708941

**SECURITY AGREEMENT**

**Debtor Name / Address**

**Reg.#**

Search ID #: Z15226794

FIRST RESPONSE INC.  
203 CHURCH RANCHES WAY  
CALGARY, AB T3R 1B1

22062406346

**SECURITY AGREEMENT**

**Debtor Name / Address**

FIRST RESPONSE TECHNICAL SERVICES  
INCORPORATED  
34 CREEK SPRINGS RD NW  
AIRDRIE, AB T4B 2V5

**Reg.#**

18061431284

**SECURITY AGREEMENT**

Result Complete

**Search ID #:** Z15226763

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

**Search ID #:** Z15226763

**Date of Search:** 2022-Jul-20

**Time of Search:** 11:01:16

**Business Debtor Search For:**

BR CAPITAL LIMITED PARTNERSHIP

No Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.

Result Complete



Search ID #: Z15226766

**Transmitting Party**

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW  
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z15226766

Date of Search: 2022-Jul-20

Time of Search: 11:01:33

**Business Debtor Search For:**

BR CAPITAL INC.

No Result(s) Found

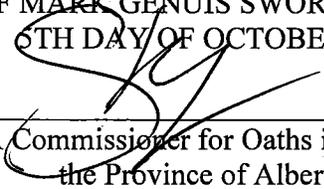
**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.

Result Complete



THIS IS EXHIBIT "X" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
6TH DAY OF OCTOBER, 2022



---

A Commissioner for Oaths in and for  
the Province of Alberta

## DRAFT 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	-	61	-	13	1	-	1	-	1	-	35	59	60	231
Unitholder cash in trust	2	380	-	-	-	-	-	-	-	-	-	-	-	-	380
<b>Total Receipts</b>		<b>380</b>	<b>61</b>	<b>-</b>	<b>13</b>	<b>1</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>35</b>	<b>59</b>	<b>60</b>	<b>611</b>
<b>Disbursements: Operating Costs</b>															
Payroll	3	-	-	-	(30)	-	-	-	(30)	-	-	-	(30)	-	(90)
Consulting	3	-	-	-	(6)	-	-	-	(6)	-	-	-	(6)	-	(18)
Technical and office costs	4	(1)	(1)	(1)	(10)	(1)	(1)	(1)	(10)	(1)	(1)	(1)	(10)	(1)	(40)
Contingency	5	-	-	-	(5)	-	-	-	(5)	-	-	-	(5)	-	(15)
<b>Disbursements: Operating Costs</b>		<b>(1)</b>	<b>(1)</b>	<b>(1)</b>	<b>(51)</b>	<b>(1)</b>	<b>(1)</b>	<b>(1)</b>	<b>(51)</b>	<b>(1)</b>	<b>(1)</b>	<b>(1)</b>	<b>(51)</b>	<b>(1)</b>	<b>(163)</b>
<b>Net Operating Cash Flows</b>		<b>379</b>	<b>60</b>	<b>(1)</b>	<b>(38)</b>	<b>-</b>	<b>(1)</b>	<b>-</b>	<b>(51)</b>	<b>-</b>	<b>(1)</b>	<b>34</b>	<b>8</b>	<b>59</b>	<b>448</b>
<b>Disbursements: Professional Fees</b>															
KPMG proposal trustee and counsel fees	6	(175)	-	-	-	-	-	-	-	-	-	-	-	-	(175)
Gowlings legal counsel fees	7	(158)	-	-	-	-	-	-	-	-	-	-	-	(150)	(308)
<b>Disbursements: Restructuring Costs</b>		<b>(333)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(150)</b>	<b>(483)</b>
<b>Net Cash Flow</b>		<b>46</b>	<b>60</b>	<b>(1)</b>	<b>(38)</b>	<b>-</b>	<b>(1)</b>	<b>-</b>	<b>(51)</b>	<b>-</b>	<b>(1)</b>	<b>34</b>	<b>8</b>	<b>(91)</b>	<b>(35)</b>
<b>Beginning Cash</b>	<b>8</b>	<b>8</b>	<b>54</b>	<b>114</b>	<b>113</b>	<b>75</b>	<b>75</b>	<b>74</b>	<b>74</b>	<b>23</b>	<b>23</b>	<b>22</b>	<b>56</b>	<b>64</b>	<b>8</b>
Less: Net Cash Flow		46	60	(1)	(38)	-	(1)	-	(51)	-	(1)	34	8	(91)	(35)
<b>Ending Cash</b>		<b>54</b>	<b>114</b>	<b>113</b>	<b>75</b>	<b>75</b>	<b>74</b>	<b>74</b>	<b>23</b>	<b>23</b>	<b>22</b>	<b>56</b>	<b>64</b>	<b>(27)</b>	<b>(27)</b>

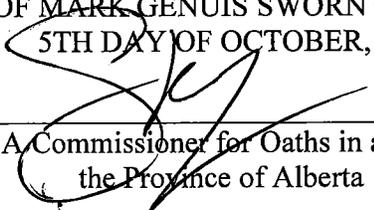
**Notes:**

1. Per management revenue estimates prepared in August 2022.
2. Certain unitholders have agreed to fund the costs of the proposal. A total of \$380,000 of cash is held in trust with Gowlings.
3. 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.
4. Per management expense estimates prepared in August 2022.
5. Contingency for additional unforeseen operational costs throughout forecast period.
6. Retainer for fees to KPMG as proposal trustee and KPMG's counsel
7. This represents \$158,000 incurred to date but not yet paid, plus an estimate of \$150,000 to conclude Gowlings' role as counsel to BR Capital. Gowlings are providing insolvency, tax and litigation support.
8. Estimated opening bank balance.

**General notes:**

- Funding requirements 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.

THIS IS EXHIBIT "Y" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



---

A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

Dated as of September 16, 2022

BR Capital LP and its general partner BR Capital Inc.

ICE Health Systems LP, its general partner ICE Health Systems GP LP and its general partner ICE Health Systems Inc.

First Response International LP, its general partner First Response International GP LP and its general partner First Response International Inc.

Health Education LP, its general partner Health Education GP LP and its general partner Help Inc.

ICE Health Systems Ltd. and SESCO Health Services Inc.

**Attention: James Lawson**

**Re: Interim Facility Commitment Letter**

Dear Sirs and Mesdames:

**CONTEXT:**

A. BR Capital LP ("**BR LP**") is an Alberta limited partnership, of which BR Capital Inc., an Alberta corporation ("**BR GP**") is the general partner.

B. BR LP owns all of the limited partnership units in ICE Health Systems LP ("**ICE LP**"), Health Education LP ("**HE LP**") and First Response International LP ("**FRI LP**"), each being Alberta limited partnerships.

C. The general partner of ICE LP is ICE Health Systems GP LP ("**ICE GP LP**"), and the general partner of ICE GP LP is ICE Health Systems Inc., an Alberta corporation ("**ICE AB Inc**"). ICE LP owns all of the shares in ICE Health Systems Inc., a Nevada corporation ("**ICE NV**") and ICE Health Systems Ltd., an Alberta corporation ("**ICE Ltd**"). ICE Ltd owns all of the shares in SESCO Health Services MX, a Mexico corporation, and SESCO Health Services Inc., an Alberta corporation ("**SESCI**").

D. The general partner of FRI LP is First Response International GP LP, an Alberta limited partnership ("**FRI GP LP**"), and the general partner of FRI GP LP is First Response International Inc., an Alberta corporation ("**FRI Inc**").

E. The general partner of HE LP is Health Education GP LP, an Alberta limited partnership ("**HE GP LP**"), and the general partner of HE GP LP is Help Inc., an Alberta corporation ("**Help Inc**").

F. ICE LP, HE LP and FRI LP have developed and own various cloud based software systems for dental and other medical clinics and teaching functions (collectively, the "**Software**"). ICE LP indirectly licences its Software to customers in the United States through ICE NV and in Canada through ICE Ltd. HE LP and FRI LP each licence their Software to their respective customers in Canada.

G. On September 15 and 16, 2022, BR LP, BR GP, ICE LP, ICE GP LP, ICE AB Inc, HE LP, HE GP LP, Help Inc, FRI LP, FRI GP LP, FRI Inc, Ice Ltd and SESCO (collectively, the "**Borrowers**") each filed notices of intention to make a proposal under the *Bankruptcy and*

*Insolvency Act* (the "**BIA**", and the proceedings commenced thereby, the "**Proposal Proceedings**").

H. KPMG Inc. has been appointed as the proposal trustee (in such capacity, the "**Trustee**") in the Proposal Proceedings.

I. In order to fund their working capital requirements and the restructuring costs during the Proposal Proceedings, the Borrowers require interim financing.

J. In accordance with the Interim Facility Syndication Agreement dated as of September 16, 2022 (the "**Syndication Agreement**"), **2443970 Alberta Inc.** has agreed to arrange and act as administrative agent (in such capacity, the "**Agent**") for a group of lenders (collectively, the "**Lenders**") willing to provide interim financing to the Borrowers during the Proposal Proceedings on the terms and subject to the conditions set out in this Commitment Letter.

**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. Defined Terms**

Unless otherwise defined herein, capitalized words and phrases used in this Commitment Letter have the meanings given in **Schedule "A"**.

**2. Purpose**

The Borrowers shall use the proceeds of the Interim Facility solely for the following purposes and in the following order, in each case during and for the purposes of the Borrowers' pursuit of the Proposal Proceedings:

- (a) to fund the reasonable and documented fees and expenses of the Trustee and of counsel to the Trustee, the Agent, the Lenders and the Borrowers in accordance with the Cash Flow Projections;
- (b) to fund the payment of Obligations in accordance with the terms of this Commitment Letter;
- (c) to fund the operating expenses of the Borrowers necessary for the preservation of their business and assets during the Proposal Proceedings that are in accordance with the Cash Flow Projections;
- (d) to fund such other costs and expenses agreed to by the Agent and the Lenders from time to time in writing; and
- (e) with the written consent of the Lenders, distributions to certain creditors under and in accordance the Proposal following approval of the Proposal by the Court.

For greater certainty, the Borrowers may not use the proceeds of the Interim Facility to pay any pre-filing obligations without the prior written consent of the Agent, the Lenders and the Trustee, unless the payment of such obligations is specifically identified in the Cash Flow Projections, and is not prohibited pursuant to this Commitment Letter, or is in connection with distributions under

the Proposal and in accordance with the terms of the Proposal following approval of the Proposal by the Court.

### 3. Interim Facility

- (a) The Agent and Lenders agree to make available to the Borrowers a non-revolving, interim credit facility (the "**Interim Facility**") in the maximum initial amount of Cdn. \$430,010.00, together with such additional amounts as the Lenders agree to advance under the Syndication Agreement (the "**Maximum Availability**"), on the terms described in this Commitment Letter.
- (b) The Borrowers may request an advance under the Interim Facility (an "**Advance**") by notice in writing to the Agent (an "**Advance Request**"), which Advance Request shall be received by the Agent by no later than 10:00 am one (1) Business Day prior to the date (which must be a Business Day) on which the Borrower requests such Advance to be made (such requested date being the "**Requested Advance Date**"), provided that:
  - (i) the conditions precedent set out in 9 and 10 have been satisfied or waived;
  - (ii) the aggregate outstanding principal amount of the Obligations under the Interim Facility shall not, either before or after the Advance, exceed the Maximum Availability or the principal secured by the Interim Financing Charge, other than with respect to Advances funding distributions under the Proposal; and
  - (iii) the Advance Request sets out the amount of the Advance, the proposed purpose of the Advance, and such purpose and amount of the Advance is consistent with the Cash Flow Projections.
- (c) Provided that the conditions precedent set out in Sections 9 and 10 have been satisfied or waived, and the Agent and the Lenders are satisfied, acting reasonably, that the Advance Request is in compliance with Section 3(b), the Agent shall cause the Advance to be deposited into the relevant Borrower's Operating Account on the Requested Advance Date.
- (d) Promptly upon the commencement of the Proposal Proceedings the Borrower shall apply for the *BIA* Charges Order, under which the following charges against the Borrowers' Collateral shall be created having the following priority rankings:
  - (i) an Administration Charge securing a maximum, aggregate amount agreed to by the Lenders, which shall rank in priority to all other Encumbrances including the Interim Financing Charge and the Directors' Charge;
  - (ii) an interim financing charge securing the Obligations in a principal amount equal to the Maximum Availability granted pursuant to section 50.6 of the *BIA* (the "**Interim Financing Charge**"), which shall rank in priority to all Encumbrances (including the Directors' Charge) other than the Administration Charge; and

- (iii) a Directors' Charge securing a maximum, aggregate amount equal agreed to by the Lenders, which shall rank in priority to all other Encumbrances other than the Administration Charge and Interim Financing Charge.

#### 4. Term and Repayment

- (a) The Interim Facility shall terminate on the date (the "**Termination Date**") which is the earliest to occur of:
  - (i) the Proposal Transactions are completed;
  - (ii) the termination of the Interim Facility by the Agent upon the occurrence of an Event of Default;
  - (iii) the termination of the Proposal Proceedings; and
  - (iv) payment in full of all Obligations.
- (b) Subject to Section 5, the Obligations shall become due and payable in full on the Terminate Date, and the Borrowers shall repay all outstanding Obligations in full in cash on the Termination Date. In the event that there is a Conversion of the Principal and Interest under the Proposal, only outstanding Obligations other than Principal and Interest will be due and owing on the Termination Date.
- (c) The Agent shall distribute any payments on account of Principal, Interest or other Obligations to the Lenders in accordance with the Syndication Agreement.
- (d) The Termination Date may be extended from time to time with the prior written consent of the Lenders for such period and on such terms and conditions as the Agent and the Lenders may agree.
- (e) Upon a sale, realization or disposition of any of the Collateral out of the ordinary course of business, the proceeds of such sale, realization or disposition, net of reasonable transaction costs, shall be paid to the Agent for distribution to the Lenders in reduction of the principal amount of the Obligations, and the Maximum Availability shall be permanently reduced by such amount.

#### 5. Conversion of Principal and Interest to BR Units

Upon the implementation of the Proposal, the outstanding Principal and Interest shall be converted into fully paid, non-assessable BR Units (the "**Conversion Units**", and such conversion, the "**Conversion**") in accordance with the terms and provisions of the Proposal and the BR Partnership Agreement with the effect that, after such implementation and the completion of the Conversion, the Conversion Units shall constitute that proportion of the issued and outstanding BR Units set out in the Proposal (the "**Required Conversion Unit Share**"). The Conversion Units shall be issued in the name of each Lender, or as such Lender may direct, based on such Lender's *Pro Rata* Share of the Principal and Interest, provided that if any fractional interest in a Conversion Unit would, except for the provisions of this Section 5, be deliverable upon the Conversion, BR LP shall round such Lender's entitlement to the nearest whole number. For greater certainty, in the event that the Proposal does not provide for the issuance of

Conversion Units to the Lenders in such amounts that the aggregate Conversion Units are less than the Required Conversion Unit Share, or the Proposal is not accepted by the requisite number of creditors and approved by a final order of the Court, the outstanding Principal and Interest shall not be subject to Conversion and on the Termination Date shall be due and payable in full.

## 6. Interest and Fees

The Borrowers shall pay interest on the outstanding Obligations from and including the date of each Advance, which will accrue in Canadian dollars at nine percent (9%) per annum, calculated daily and compounded monthly on the basis of the actual number of days elapsed in a 365-day or 366-day year, as applicable, and payable on the Termination Date. No commitment fees shall be payable to the Lenders under this Commitment Letter or the Interim Facility.

## 7. Interim Financing Charge and Loan Documents

(a) The payment and performance of the Obligations shall be secured and assured by:

- (i) the Interim Financing Charge;
- (ii) guarantees and postponements of claim in favour of the Agent and the Lenders by ICE NV (the "**Guarantor**", and together with the Borrowers, the "**Obligors**"), under which the Guarantor will guarantee the payment and performance of the Obligations;
- (iii) general security agreement by the Guarantor in favour of the Agent and the Lenders, granting a security interest in all of the present and after-acquired personal property of the Guarantor;
- (iv) such other agreements, security or documents as are reasonably required by the Agent and the Lenders and are customary in transactions similar to the Interim Financing,

(the Interim Financing Charge, general security agreements and any security taken pursuant to Subsection 7(a)(iv) being collectively referred to as the "**Security**").

(b) The Borrowers will cooperate and will cause the Guarantor to cooperate fully with the Agent to register, record or file the Security or notice thereof in all places required by the Agent and the Lenders, acting reasonably, where such registration, recording or filing is necessary or desirable in order to perfect, protect or preserve the Security Interests created by the Security, and the Borrower will also cooperate, and cause the Guarantor to cooperate, with any amendments to or renewals of those registrations, recordings and filings, and will do, or cause to be done, all other things as are necessary or desirable to maintain for the Agent and the Lenders the rights, benefits and priority of the Security and related Security Interests.

(c) The Agent and Lenders may grant extensions, take and give up any Security or other security, accept compositions of, and grant releases and discharges of, any Security or other security in whole or in part, and otherwise deal with the

Borrowers, the Guarantor or any Loan Documents as the Agent or Lenders may see fit, all without prejudice to the Obligations or the rights, remedies, powers and recourses of the Agent and Lenders under the Loan Documents and Interim Financing Charge. The taking of any Security under this Agreement will not operate by way of merger of any of the Obligations or any previously taken Security.

#### 8. Cash Flow Projections

- (a) The Borrowers shall with the assistance of the Trustee prepare thirteen (13) week rolling cash flow projections setting out their projected receipts and disbursements, commencing as of the beginning of the Proposal Proceedings and up-dated on a bi-weekly basis to roll forward the thirteen (13) week period and include actual receipts and disbursements for prior weeks, together with a variance report between actual and projected receipts and disbursements (the "**Cash Flow Projections**"), which Cash Flow Projections shall be certified by the chief financial officer of each of the Borrowers, to be true, complete and accurate.
- (b) All Cash Flow Projections must be pre-approved in writing by the Agent and the Lenders.

#### 9. Conditions Precedent to Effectiveness of Interim Facility

The effectiveness of the Interim Facility shall be subject to the following conditions precedents being satisfied, as determined by the Agent and the Lenders, acting reasonably:

- (a) the Borrowers shall have fully executed and delivered this Commitment Letter and the Guarantor shall have fully executed and delivered the agreements and documents contemplated by Subsections 7(a)(ii) and 7(a)(iii);
- (b) the Agent shall have received a certificate from each of the Obligors addressed to the Agent and the Lenders attaching true copies of their constating documents and all resolutions authorizing the entering into, execution, delivery and performance of the Loan Documents and certifying any other matters reasonably required by the Agent and Lenders;
- (c) the Court shall have issued the *BIA* Charges Order, and the *BIA* Charges Order shall not have been stayed, vacated, appealed, or otherwise caused to be ineffective or amended, restated or modified in any manner that adversely affects the Agent and the Lenders, without the written consent of the Agent and the Lenders;
- (d) the Security or notices thereof shall have been duly registered, recorded or filed in all places and jurisdictions that the Agent and Lenders deem appropriate, all steps will have been taken to validly create, perfect, protect and preserve the Security Interests created by the Security and to provide the Interim Facility, the Obligations and those Security Interests with the priority contemplated by this Commitment Letter, and the Agent shall have received evidence satisfactory to the Agent and the Lenders of the completion of those registrations, recordings and filings; and

- (e) there shall not have occurred or be continuing a Default or Event of Default.

#### 10. Conditions Precedent to Advances

The obligation to provide any Advance shall be subject to the satisfaction or waiver of the following conditions precedent as of the Requested Advance Date, each of which conditions is for the benefit of the Agent and the Lenders and may be waived by the Agent and the Lenders in whole or in part on such terms as the Agent and the Lenders may stipulate:

- (a) the Borrowers shall have delivered to the Agent an Advance Request within the time period required in Section 3(b);
- (b) no Default or Event of Default shall have occurred or be continuing, or will occur or be continuing upon such Advance being effected;
- (c) no Material Adverse Effect shall have occurred or be continuing, or will occur or be continuing upon such Advance being effected;
- (d) each of the representations and warranties of the Obligors in any Loan Document shall be true and correct and will continue to be true and correct upon such Advance being made;
- (e) the *BIA Charges Order* shall not have been stayed, vacated, appealed, or otherwise caused to be ineffective or amended, restated or modified in any manner without the written consent of the Agent and the Lenders.
- (f) the Borrowers shall be in compliance with the *BIA Charges Order* and any amendments thereto;
- (g) the Borrowers shall have complied in all material respects with the Cash Flow Projections;
- (h) the Agent shall have received a certificate from an officer of each of the Borrowers, in form and substance satisfactory to the Agent and the Lenders, acting reasonably, certifying that that the conditions in Subsections 10(b) to (g) have been satisfied; and
- (i) the Lender shall be satisfied that no Encumbrance ranks in priority to the Interim Financing Charge save and except for the Administration Charge, and that the Interim Financing Charge secures all Obligations.

#### 11. Representations and Warranties

Each Borrower represents and warrants to the Agent and Lenders, upon which the Agent and Lenders are relying in entering into this Commitment Letter, that:

- (a) each Obligor is duly created or incorporated and validly existing under the laws of its jurisdiction of creation or incorporation and each is qualified to carry on business in each jurisdiction in which it owns property or assets or carries on business;

- (b) each Obligor has the power and authority to own its property, carry on business and enter into, execute, deliver and perform its obligations under the Loan Documents to which it is a party;
- (c) each Obligor has taken all partnership and/or corporate and other actions to authorize the execution, delivery and performance of the Loan Documents to which it is a party and the transactions contemplated hereby and thereby;
- (d) subject to the obtaining of the BIA Charges Order and the terms thereof:
  - (i) the Loan Documents to which each Obligor is party has been duly executed, delivered and authorized by it and constitute legal, valid and binding obligations, enforceable in accordance with their respective terms; and
  - (ii) each Obligor is in material compliance with, and operates the business in material compliance with, all Applicable Laws, in all material respects;
- (e) the Cash Flow Projections are based on good faith estimates and assumptions believed by the Borrowers to be reasonable at the time made, as certified by an officer of each of the Borrowers, provided that the Agent and Lenders recognize that the Cash Flow Projections and any such forward-looking statements, estimates, and *pro forma* financial information are not to be viewed as facts and are subject to material contingencies and assumptions, many of which are beyond the control of the Borrowers, and that actual results during the period or periods covered by the Cash Flow Projections and any such forward-looking statements, estimates, and *pro forma* financial information may differ materially from the projected results;
- (f) each Obligor has filed in a timely fashion all required tax returns and reports (except in respect of any prior fiscal period for which the due date for filing the applicable tax return has not yet occurred) and paid all required taxes and remittances, including all employee source deductions (including income taxes, employment insurance and Canada pension plans), sales taxes (both federal and provincial), payroll taxes and workers compensation payments, except for as contemplated in the Cash Flow Projections, and any taxes that are not yet due and payable or which are in dispute in which case appropriate reserves have been made; and
- (g) the provisions of the BIA Charges Order are effective to create, in favour of the Agent and Lender, a legal, valid, binding, and enforceable perfected Interim Financing Charge in the Collateral and the proceeds thereof, without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements, or other agreements or documents.

## 12. Positive Covenants

Each Borrower, jointly and severally, covenants and agrees in favour of the Agent and the Lenders to:

- (a) preserve, renew and keep in full force their corporate existence and Material Contracts;
- (b) pay all Obligations in accordance with this Commitment Letter and all other Loan Documents;
- (c) subject to the Cash Flow Projections, pay all taxes (including, without limitation, corporate, goods and services tax and employee source deductions), except contested taxes, for which appropriate reserves have been made, make all remittances, and file on a timely basis all tax returns;
- (d) comply with the Cash Flow Projections and use Advances under the Interim Facility solely for the purposes stated in this Commitment Letter and the Cash Flow Projections;
- (e) comply with the provisions of the *B/A* Charges Order and the any other orders of the Court made in connection with the Proposal Proceedings;
- (f) promptly advise the Agent and Lenders of material events in the conduct of the Obligor's business and the Proposal Proceedings, including delivery of reasonably requested information and weekly status updates;
- (g) allow the Agent and Lenders to have reasonable access during normal business hours, on reasonable notice, to the collateral, the premises upon which the Collateral is located and the Obligors (and their respective officers and employees) to inspect, appraise and conduct appraisals and field examinations of any or all of the collateral and obtain information about the collateral and the financial condition and business (including to the books, records, financial information and electronic data rooms of or maintained by the Obligors) of the Obligors (at the expense of the Borrowers), subject to solicitor-client privilege, all court orders, applicable privacy laws and applicable confidentiality obligations of the Agent and Lenders;
- (h) promptly following the commencement of the Proposal Proceedings prepare a form of Proposal that is in form and substance acceptable to the Agent and Lender, and whose approval by the Court the Trustee is prepared to recommend, and file such Proposal and seek its acceptance by the requisite majority of the Debtors' creditors and approval by the Court as soon as reasonably possible;
- (i) direct management and any financial advisor and/or legal counsel of the Obligors to cooperate with reasonable requests for information by the Agent and Lenders and their counsel and other advisors, in each case subject to solicitor-client privilege, all court orders and applicable privacy laws, in connection with matters related to the Interim Facility or compliance of the Obligors with the Obligations;
- (j) maintain adequate insurance of such kinds and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Agent and Lenders, acting reasonably, with the Agent and Lenders noted as loss payee on property insurance policies and additional insured on liability insurance policies; and

- (k) pay all documented out-of-pocket legal fees and disbursements incurred by the Agent and Lenders within five (5) Business Days of being invoiced therefor.

### 13. Negative Covenants

The Borrowers covenant and agree in favour of the Agent and Lenders to not to do, or cause not to be done, and to not permit the Guarantor to do, or cause to be done, the following, without the prior written consent of the Agent and Lenders:

- (a) make any payment or disbursement that is not contemplated in the Cash Flow Projections, without the prior consent of the Agent and Lenders;
- (b) create any Indebtedness other than (i) Indebtedness arising as of the date of this Commitment Letter and disclosed to the Agent and Lenders; (ii) the Obligations; or (iii) post-filing trade payables or other post-filing unsecured obligations incurred in the ordinary course of business in accordance with the Cash Flow Projections;
- (c) make any payment, including, without limitation, any payment of principal, interest or fees, on account of pre-filing debt or in respect of any other pre-filing liabilities, including payments with respect to pre-filing trade or unsecured liabilities of the Obligors, royalties, forward contracts or any similar arrangements, other than as required or permitted pursuant to the Cash Flow Projections;
- (d) terminate or amend, or waive compliance with any provision of, any Material Contract in any material manner;
- (e) create, incur or permit to exist any Encumbrances over the Collateral other than (i) Encumbrances in existence on the date hereof; (ii) the Administration Charge; (iii) the Interim Financing Charge; and (iv) the Directors' Charge;
- (f) transfer, sell, lease, assign or otherwise dispose of any of the Collateral except with the consent of the Agent and Lenders;
- (g) change its name, jurisdiction, business, liquidate, dissolve or merge, amalgamate or consolidate with any other Person;
- (h) cease (or threaten to cease) to carry on their business or activities as currently being conducted or modify or alter in any material manner the nature and type of their operations, business or the manner in which such business is conducted, except as contemplated in the Cash Flow Projections;
- (i) other than in respect of the Trustee, counsel to the Borrowers and counsel to the lender, pay, reimburse, incur any obligation to pay or reimburse, or establish any retainer with respect to, the fees, expenses or disbursements of a legal, financial or other advisor of any party, unless reviewed and approved in advance by the Agent and Lenders;
- (j) seek or apply to vary, supplement, revoke, terminate or discharge the *BIA Charges Order* where such variation, supplement, revocation, termination or discharge would have a material adverse effect on the Agent and Lenders;

- (k) enter into any agreement or letter of intent with respect to, consummate, attempt to consummate, support an attempt to consummate by another party, or seek Court approval of any Proposal that is not consented to by the Agent and the Lenders, other than a Proposal that would result in the repayment in full of the Obligations; and
- (l) amend, replace, supplement or otherwise modify the Cash Flow Projections except as approved by the Agent and Lenders in accordance with the terms hereof.

#### 14. Reporting Requirements

Each of the Borrowers shall provide to the Agent, for distribution to the Lenders:

- (a) in accordance with Section 9, each week (i) a rolling 13-week cash flow forecast of the cash receipts and cash disbursements of the Borrowers for the immediately following consecutive 13 weeks, set forth on a weekly basis; and (ii) a variance report comparing the actual cash receipts and cash disbursements for the preceding week to the projected cash receipts and cash disbursements provided for such week in the most recently delivered Cash Flow Projections;
- (b) within ten (10) days of each calendar month, evidence of payment of all remittances owing by the Borrowers to any Governmental Authorities in respect of sales tax, goods and services tax and employee source deductions and confirmation that they are in good standing; and
- (c) promptly upon becoming aware thereof, provide details of the following to the Lender:
  - (i) any pending, threatened or potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor, by or before any court, tribunal, Governmental Authority or regulatory body;
  - (ii) any existing (or threatened in writing) default or dispute with respect to any of the Material Contracts; and
  - (iii) the occurrence of any Default, Event of Default, Material Adverse Change or any event or circumstances that would constitute a material adverse variance from the Cash Flow Projections.

#### 15. Events of Default

The occurrence of any one or more of the following shall constitute an event of default (each an "Event of Default") under this Commitment Letter:

- (a) the non-payment when due of any Obligations owing to the Agent or Lenders under this Commitment Letter or any of the other Loan Documents;
- (b) if any representation or warranty made under this Commitment Letter or in any of the other Loan Document is false or inaccurate in any material respect;

- (c) the breach by one or more of the Borrowers of any of its Obligations under this Commitment Letter or by one or more of the Obligors under any of the other Loan Documents in any material respect;
- (d) if any proceeding is commenced or consented to by an Obligor challenging the validity, priority, perfection or enforceability of this Commitment Letter, any of the other Loan Documents, the Interim Financing Charge or the Obligations;
- (e) if the amount or priority of the Interim Financing Charge set out in the *BIA* Charges Order is varied without the consent of the Agent and the Lenders;
- (f) the issuance of any Order of the Court (i) dismissing the Proposal Proceedings or lifting the stay of proceedings therein to permit the enforcement of any security against any Borrower or any Collateral, (ii) appointing a receiver, receiver and manager, interim receiver, trustee in bankruptcy or similar official in respect of any Obligor, (iii) granting any Encumbrance that is in priority to or *pari passu* with the Interim Financing Charge or any other Security Interest created by the Security, (iv) modifying this Commitment Letter or any other Loan Document, (v) approving a Proposal that has not been consented to by the Agent and Lenders, or (vi) staying, reversing, vacating or otherwise modifying any order granted in the Proposal Proceedings without the prior written consent of Agent and Lenders (A) in their sole and absolute discretion in respect of the *BIA* Charges Order or any other order or amendment thereto relating to the Interim Facility or any other matter that adversely affects the Agent and the Lenders, and (B) acting reasonably in respect of any other matter;
- (g) any application shall be commenced or filed by the Borrowers, or if commenced by another party, supported, remain unopposed or otherwise consented to by the Borrowers, seeking approval of any Proposal that has not been consented to by the Agent and the Lenders;
- (h) the material non-compliance by one or more of the Borrowers with the terms of the *BIA* Charges Order or any other Order issued in the Proposal Proceedings;
- (i) the non-compliance by one or more of the Borrowers with the Cash Flow Projections in any material respect;
- (j) the occurrence of any variances in excess of:
  - (i) negative fifteen (15%) percent in respect of receipts;
  - (ii) positive fifteen (15%) percent in respect of any disbursement line item; or
  - (iii) positive fifteen (15%) percent in respect of aggregate disbursements,
 of the actual cash flow against the forecasted cash flow in the Cash Flow Projections for any rolling consecutive three-week period;
- (k) the making by any Borrower of a payment of any kind that is not consistent with the Cash Flow Projections in any material respect;

- (l) if any order is made by the Court that contravenes or is inconsistent with this Commitment Letter or the other Loan Documents which adversely affect the interests of the Agent and the Lenders, or which is not in form and substance acceptable to the Agent and the Lenders;
- (m) any event or occurrence that has a Material Adverse Effect on one or more of the Obligors, or the business or the assets of the Obligors, including a default under, revocation, suspension or cancellation of, any Material Contract, including any Obligor ceasing to be valid, subsisting and in good standing or is withdrawn, suspended or adversely amended;
- (n) except as stayed by order of the Court, a default under, termination, revocation or cancellation of, any Material Contract, or permit that, in the opinion of the Agent and the Lenders, is material to the business of one or more of the Obligors.

## 16. Remedies

Immediately upon the occurrence of an Event of Default, and subject to Applicable Law, the Agent and Lenders can:

- (a) declare that the commitment under the Interim Facility has expired and that the Lenders' obligations to make any Advances have terminated whereupon the Lenders' obligations to make any Advances shall terminate;
- (b) declare the entire amount of the Obligations to be immediately due and payable, without the necessity of presentment for payment, notice of non-payment or notice of protest (all of which are hereby expressly waived), whereupon all Obligations shall become due and payable by the Obligors;
- (c) subject to the applicable provisions of the *BIA* Charges Order, exercise any and all rights and remedies available to the Agent and the Lenders under the *BIA*, the *PPSA*, or other Applicable Law, in equity, pursuant to this Commitment Letter, the Loan Documents, the Interim Financing Charge or otherwise; and
- (d) upon three (3) Business Days prior written notice to the Court, apply to the Court for an order, on terms acceptable to the Agent and the Lenders:
  - (i) for the appointment of a receiver, interim receiver, or receiver and manager, or analogous party, of some or all of the assets of one or more of the Obligors or a licensed insolvency trustee of one or more of the Obligors; and
  - (ii) providing the Trustee with the power, in the name of and on behalf of one or more of the Borrowers, to take all necessary steps in the Proposal Proceedings.

## 17. Remedies Cumulative

The rights and remedies of the Agent and the Lenders under this Commitment Letter, the other Loan Documents and the Interim Financing Charge are cumulative and are in addition to and not

in substitution for any other rights and remedies available at law or in equity or otherwise, including under the *BIA* in the Proposal Proceedings.

**18. Additional Interim Financing**

If the Borrowers obtain any interim financing (including any interim financing approved by the Court pursuant to section 50.6 of the *BIA* or a receivership order in respect of the Borrowers or certain of them) following the date of the *BIA* Charges Order, such interim financing shall rank subordinate in all respects (including in right of payment and security) to the Obligations and the Interim Financing Charge.

**19. Amendments**

Amendments and waivers of the provisions of this Commitment Letter and the Loan Documents shall require the approval of the Agent, the Lenders and the Borrowers.

**20. Assignments and Participations**

- (a) None of the Borrowers can assign any of their respective rights or obligations under this Commitment Letter or the other Loan Documents without the prior written consent of the Agent and the Lenders.
- (b) A Lender may assign its right, title and interest in and to this the Obligations, the Commitment Letter, the Loan Documents and the Interim Financing Charge in accordance with the Syndication Agreement.
- (c) Any Lender may at any time, without the consent of, or notice to, the Borrowers or the Trustee, sell participations to any Person (other than a natural person) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Commitment Letter (including all or a portion of the Obligations); provided that: (i) such Lender's obligations under this Agreement shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (iii) the Borrowers shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any payment by a Participant in connection with a sale of a participation shall not be or be deemed to be a repayment by the Borrowers or a new Advance to the Borrowers.

**21. Expenses and Indemnification**

- (a) The Borrowers shall pay, on demand, all reasonable fees and documented fees, costs and expenses of the Agent and Lenders incurred in connection with the preparation, due diligence, negotiation, execution, amendment, administration, and enforcement of the Interim Facility, this Commitment Letter, the other Loan Documents and with respect to the *BIA* Proceedings (including all legal fees, disbursements and other charges (the foregoing whether or not the transactions contemplated herein are completed)).
- (b) The Borrowers jointly and severally agree to indemnify and hold harmless the Agent and Lenders (and their Affiliates and their respective officers, directors, employees, advisors and agents) from and against any and all actions, suits,

proceedings, claims, losses, damages, liabilities (including the fees, disbursements and other charges of counsel to the indemnified parties and, if a conflict of interest exists, one additional counsel to the affected indemnified parties and, if necessary, of one special counsel and one local counsel in any relevant jurisdiction) (excluding indirect or consequential damages, punitive damages, and claims for lost profits), incurred in connection with the financing contemplated hereby or the use of proceeds of the Interim Facility and, upon demand, to pay and reimburse for any legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim, except to the extent they result from such Person's gross negligence or willful misconduct.

- (c) The indemnities granted under this Commitment Letter shall survive any termination of the Interim Facility.

## **22. Further Assurances**

Each of the Borrowers, the Agent and the Lenders shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be required, or requested by the other party or parties hereto from time to time, to carry out the provisions hereof and in each of the other Loan Documents and give effect to the transactions and grant of the Interim Financing Charge contemplated hereby and thereby.

## **23. Currency**

All dollar amounts referred to in this Commitment Letter are denominated in Canadian dollars unless otherwise stipulated.

## **24. Taxes, Yield Protection and Increased Costs**

All loan repayments and prepayments will be made free and clear of Taxes. If any Taxes are Withholding Taxes from any amount payable to a Lender under this Commitment Letter, the amount so payable to such Lender shall be increased to the extent necessary to yield to such Lender on a net basis after payment of all Withholding Taxes, the amount payable under such this Commitment Letter at the rate or in the amount specified herein and the Borrowers shall provide evidence satisfactory to such Lender that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to such Lender to account for any deduction or withholding, such Lender shall reasonably cooperate with the applicable Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by such Lender to the applicable Borrowers promptly. If reasonably requested by the Borrowers, such Lender shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and such Lender shall cooperate with the applicable Borrowers and assist such Borrowers to minimize the amount of deductions or withholdings required.

## **25. Prepayments**

Provided the Trustee (i) is satisfied that the Borrowers have sufficient cash reserves, and (ii) provides its consent, the Borrowers may prepay any Obligations at any time prior to the Termination Date.

**26. Security Valid Irrespective of Time of Advance**

All rights, agreements, and obligations of the Borrowers, the Agent and Lenders and the granting of, and the priorities of, the Security and the Obligations, will remain in full force and effect irrespective of the time of any Advance made to the Borrowers by the Agent or Lenders under the Interim Facility.

**27. Governing Law and Forum**

This Commitment Letter shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Borrowers, Agent and Lenders hereby irrevocably attorn to the exclusive jurisdiction of the Court with respect to all matters arising under or in connection with this Commitment Letter.

**28. Counterparts**

This Commitment Letter and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Commitment Letter delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Commitment Letter.

**29. Time of the Essence**

Time is of the essence in this Commitment Letter.

**30. Entire Commitment Letter**

This Commitment Letter, including the schedules hereto, constitute the entire agreement between the parties relating to the subject matter hereof.

**31. Severability**

Any provision in this Commitment Letter which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**32. No Third-Party Beneficiary**

This Commitment Letter does not confer rights upon any Person, and no Person is entitled to rely upon this Commitment Letter, other than the Borrowers, Agent, the Lenders and the indemnified parties under Section 21(b).

**33. Joint & Several**

The Obligations of the Borrowers hereunder are joint and several.

**34. Notice**

All Notices shall be in writing and addressed at the addresses set forth in Schedule A (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier, or email of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Commitment Letter, a Notice is effective only upon receipt by the receiving party, and if the party giving the Notice has complied with the requirements of this Section.

**35. Miscellaneous**

- (a) With reference to this Commitment Letter and each other Loan Document, unless otherwise specified herein or in such other Loan Document:
  - (i) The definitions of terms in this Commitment Letter shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall".
  - (ii) Unless the context requires otherwise, references herein or in any other Loan Document:
    - (A) to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document);
    - (B) to any Person shall be construed to include such Person's successors and assigns;
    - (C) to the words "herein," "hereof" and "hereunder," and words of similar import when used in this Commitment Letter, shall be construed to refer to this Commitment Letter in its entirety and not to any particular provision thereof;
    - (D) to Sections and Schedules shall be construed to refer to Sections of and Schedules to this Commitment Letter;
    - (E) to any law shall include all statutory and regulatory provisions consolidating, amending replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time;
    - (F) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights; and

- (G) the approval or consent by the Agent and Lenders shall be construed to mean the approval or consent in writing by an authorised person designated by the Agent or applicable Lender in writing and in the sole and absolute discretion of the Agent or applicable Lender, which approval or consent may be unreasonably withheld, denied or delayed.
- (iii) The headings in this Agreement are for reference only and shall not affect the interpretation of this Commitment Letter.
- (iv) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including".
- (b) This Commitment Letter and the other Loan Documents have been negotiated by each of the parties hereto and thereto with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of the Loan Documents.
- (c) If any provision of this Commitment Letter or any other Loan Document requires a party to take an action on or before a date that is not a Business Day, the action is valid if taken by the relevant party on or before the next Business Day; except that, in the case of a payment, if the next Business Day is in a different calendar month than the date specified for the payment, the payment shall be due on the preceding Business Day.

*[signature pages follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Commitment Letter as of the date set out above.

**Agent, for and on behalf of the Lenders:**

**2443970 Alberta Inc.**

By:

\_\_\_\_\_  
Name:

Title:

**Borrowers:**

**BR Capital LP**, by its general partner, **BR Capital Inc.**

By:

\_\_\_\_\_  
Name:

Title:

**BR Capital Inc.**

By:

\_\_\_\_\_  
Name:

Title:

**ICE Health Systems LP**, by its general partner **ICE Health Systems GP LP**, by its general partner **ICE Health Systems Inc.**

By:

\_\_\_\_\_  
Name:

Title:

**ICE Health Systems GP LP**, by its general partner **ICE Health Systems Inc.**

By:

\_\_\_\_\_  
Name:

Title:

**ICE Health Systems Inc.**

By:

\_\_\_\_\_  
Name:

Title:

**First Response International LP, by its general partner  
First Response International GP LP, by its general partner  
First Response International Inc.**

By:

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Name:  
Title:

**First Response International GP LP, by its general partner  
First Response International Inc.**

By:

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Name:  
Title:

**First Response International Inc.**

By:

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Name:  
Title:

**Health Education LP, by its general partner  
Health Education GP LP, by its general partner Help Inc.**

By:

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Name:  
Title:

**Health Education GP LP, by its general partner Help Inc.**

By:

---

Name:  
Title:

**Help Inc.**

By:

---

Name:  
Title:

**ICE Health Systems Ltd.**

By:

---

Name:

Title:

**SESCI Health Services Inc.**

By:

---

Name:

Title:

**SCHEDULE "A"**  
**Defined Terms**

Capitalized terms not otherwise defined herein shall have the following meanings:

**"Administration Charge"** means the court-ordered administration charge created by the BIA Charges Order pursuant to section 64.2 of the *BIA* securing the payment of the professional fees and disbursements of the Trustee, counsel to the Trustee, and counsel to the Borrowers.

**"Advance Request"** is defined in Section 3(b).

**"Advance"** is defined in Section 3(b).

**"Affiliate"** means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**"Agent"** is defined in Context paragraph J.

**"Applicable Law"** means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations and all applicable official directives, orders, judgments and decrees of any Governmental Authority having the force of law.

**"Assumption Agreement"** means an agreement between the Agent and a Lender in the form attached as Schedule "B" to the Syndication Agreement.

**"BIA"** is defined in Context paragraph G.

**"BIA Charges Order"** means an Order of the Court in a form reasonably acceptable to the Agent and Lenders, which shall, *inter alia*: (a) approve the Interim Facility and this Commitment Letter; (b) create the Interim Financing Charge in a principal amount equal to the Maximum Availability, and subject only to the Administration Charge; (c) create the Administration Charge; (d) create the Directors' Charge; (e) specify the priority of the Interim Financing Charge, the Administration Charge and Directors' Charge; and (f) treat the Agent and Lenders as unaffected creditors in any Proposal other than as agreed to by them.

**"Borrowers"** is defined in Context paragraph G, and **"Borrower"** means any one of the Borrowers.

**"BR GP"** is defined in Context paragraph A.

**"BR LP"** is defined in Context paragraph A.

**"BR Partnership Agreement"** means the BR Capital Limited Partnership Limited Partnership Agreement made February 28, 2006 between BR GP, Peter Hoven and each other Person admitted as a limited partner thereunder.

**"BR Unit"** mean a unit of a limited partner's interest in BR LP under the BR Partnership Agreement.

**"Business Day"** means any day other than a Saturday, Sunday or any other day in which banks in Calgary, Alberta are not open for business.

**"Cash Flow Projections"** is defined in Section 8(a).

**"Conversion"** is defined in Section 5.

**"Conversion Unit"** is defined in Section 5.

**"Court"** means the Court of King's Bench of Alberta, or any appeal court therefrom.

**"Closing Date"** means the closing date of the Interim Facility, being the date on which the conditions precedent set out in Section 9 have been satisfied or waived.

**"Collateral"** means all of the undertaking, property and assets of each Obligor, whether real or personal, tangible or intangible, and all proceeds thereof.

**"Commitment Letter"** means this interim facility commitment letter dated July 26, 2022 between the Agent, for and on behalf of itself and the Lenders, and the Borrowers.

**"Default"** means an event, occurrence or circumstance that would with the passage of time constitute an Event of Default.

**"Directors' Charge"** means a charge created by the *BIA* Charges Order pursuant to section 64.1 of the *BIA* securing the obligation of the Borrowers to indemnify the directors and officers of BR GP, SESCO and ICE AB Inc. against obligations and liabilities that they may incur as a director or officer after the commencement of the Proposal Proceedings, other than obligations and liabilities arising as a result of their gross negligence or wilful misconduct.

**"Encumbrance"** means any lien, charge, mortgage, hypothec, trust (including any deemed, statutory or constructive trust), encumbrance, security interest, pledge and statutory preference of every kind and nature whatsoever.

**"Equity Interest"** means with respect to any Person, any share, interest, unit, trust unit, partnership, membership or other interest, participation or other equivalent rights in the Person's equity or capital, however designated, whether voting or non-voting, whether now outstanding or issued after the date hereof, together with any warrant, option or other right to acquire any such equity interest of such Person and such security convertible into or exchangeable for any such equity interest of such Person.

**"Event of Default"** is defined in Section 15.

**"FRI GP LP"** is defined in Context paragraph D.

**"FRI Inc"** is defined in Context paragraph D.

**"FRI LP"** is defined in Context paragraph B.

**"Governmental Authority"** means any federal, provincial, state, municipal, local or other government, governmental or public department, commission, board, bureau, agency or instrumentality, domestic or foreign and any subdivision, agent, commission, board or authority of any of the foregoing.

**"Guarantor"** is defined in Section 7(a)(ii).

"**HE LP**" is defined in Context paragraph B.

"**HE GP LP**" is defined in Context paragraph E.

"**Help Inc**" is defined in Context paragraph E.

"**ICE AB Inc**" is defined in Context paragraph C.

"**ICE GP LP**" is defined in Context paragraph C.

"**ICE LP**" is defined in Context paragraph B.

"**ICE Ltd**" is defined in Context paragraph C.

"**ICE NV**" is defined in Context paragraph C.

"**Indebtedness**" means, with respect to a Person, any indebtedness, liabilities and obligations of any kind whatsoever, including the following: (a) all obligations of such Person that would be considered to be indebtedness for borrowed money (including by way of overdraft and drafts or orders accepted representing extensions of credit) that are evidenced by bonds, debentures, notes or any other agreement or instrument; (b) reimbursement obligations under bankers' acceptances and contingent obligations of such Person in respect of any letter of credit, letter of guarantee or similar instrument; (c) any Equity Interest of that Person, which Equity Interest, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, for cash or securities constituting Indebtedness (read without reference to this subsection (c)); (d) all obligations of such Person for the deferred purchase price of assets or services which constitute indebtedness (other than trade accounts payable and accrued expenses arising in the ordinary course of business); (e) all capital lease obligations of such Person, obligations under synthetic leases, obligations under sale and leaseback transactions (unless the lease component of the sale and leaseback transaction is an operating lease) and indebtedness under arrangements relating to purchase money liens and other obligations in respect of the deferred purchase price of property and services; and (f) the amount of the contingent obligations of such Person under any guarantee (other than by endorsement of negotiable instruments for collection or deposit in the ordinary course of business), indemnity or other financial assistance or other agreement assuring payment or performance of any obligation in any manner of any part or all of an obligation of another Person of the type included in subsections (a) through (e) above; but excluding, for greater certainty, trade payables and accrued liabilities that are current liabilities incurred in the ordinary course of business for which payment is due within 60 days of the date of any invoice or payment request relating thereto.

"**Individual Commitment**" means, subject to Section 3(d), the amount of the commitment of a Lender to make Advances to the Borrowers under the Syndication Agreement or an Assumption Agreement.

"**Interest**" is means any interest accruing under Section 6.

"**Interim Financing Charge**" is defined in Section **Error! Reference source not found.**

"**Interim Facility**" is defined in Section 3(a).

**"Lenders"** and **"Lender"** is defined in Context paragraph J.

**"Loan Documents"** means this Commitment Letter, the Security, any guarantees and postponements of claim by any Guarantor in favour of the Agent and the Lenders, and any other documents pursuant to or in connection with the Commitment Letter and Interim Facility.

**"Material Adverse Effect"** means any such matter, event or circumstance that, individually, or in the aggregate could be expected to have a material adverse effect on: (a) the business, assets, properties, liabilities (actual or contingent), operations or condition (financial or otherwise) of the Obligors, individually, or the Obligors taken as a whole; (b) the validity or enforceability of this Commitment Letter or any other Loan Document; (c) the validity or priority of the Interim Financing Charge or any other Security Interest granted by any Person pursuant to the Loan Documents; (d) the rights or remedies of the Agent and Lenders under this Commitment Letter or any other Loan Document; or (e) the ability of any Borrower to perform any of its material payment obligations under this Commitment Letter or any other Loan Document to which it is a party.

**"Material Contract"** means any contract, licence or agreement: (a) to which any Obligor is a party or is bound; (b) which is material to, or necessary in, the operation of the business of any Obligor; and (c) which an Obligor cannot promptly replace by an alternative and comparable contract with comparable commercial terms.

**"Maximum Availability"** is defined in Section 3(a).

**"Notice"** means all notices, requests, consents, claims, demands, waivers and other communications hereunder.

**"Obligations"** means any outstanding Principal, Interest or other indebtedness, liabilities and obligations of the Obligors under the Loan Documents.

**"Obligors"** is defined in Section 7(a)(ii).

**"Operating Accounts"** means the bank accounts of the Borrower approved by the Agent and Lenders and designated by the Borrowers and the Agent and Lenders in writing to receive Advances and from which to make payments in accordance with the Cash Flow Projections, and **"Operating Account"** means any one of them.

**"Participant"** is defined in Section 20(c).

**"Person"** means an individual, partnership, corporation, business trust, limited liability company, trust, unincorporated association, joint venture, estate, Governmental Authority or other entity of whatever nature.

**"Principal"** means any Advances under the Interim Facility.

**"Proposal"** means a joint proposal of the Borrowers to their creditors under the *BIA* which is in form and substance acceptable to the Interim Lenders and is accepted by the requisite majority of affected creditors and approved by final order of the Court.

**"Proposal Transactions"** means the transactions provided for in or contemplated by the Proposal.

**"Proposal Proceedings"** is defined in Context paragraph G.

**"PPSA"** means the *Personal Property Security Act (Alberta)*, as amended, or similar legislation in any jurisdiction.

**"Pro Rata Share"** is defined in the Syndication Agreement.

**"Requested Advance Date"** is defined in Section 3(b).

**"Required Conversion Unit Share"** is defined in Section 5.

**"Security"** is defined in Section 7(a).

**"Security Interest"** means any mortgage, charge or security interest securing the payment or performance of any Obligations.

**"SESCI"** is defined in Context paragraph C.

**"Syndication Agreement"** is defined in Context paragraph J.

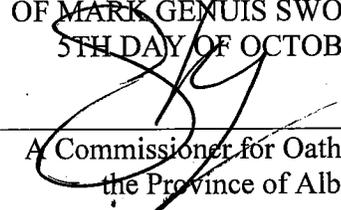
**"Taxes"** means any taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country.

**"Termination Date"** is defined in Section 4(a).

**"Trustee"** means the proposal trustee of the Borrowers during the Proposal Proceedings.

**"Withholding Taxes"** means any Taxes that are required by the Applicable Law to be withheld.

THIS IS EXHIBIT "Z" TO THE AFFIDAVIT  
OF MARK GENUIS SWORN ON THE  
5TH DAY OF OCTOBER, 2022



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A Commissioner for Oaths in and for  
the Province of Alberta

**Stephen Kroeger**  
~~Stephen Kroeger~~  
for

--

Subject: The entity who provides the services.

Dear {INSERT NAME(S) here},

As you know, the COVID-19 Pandemic adversely impacted the financial health of many companies. Unfortunately XXXXX was also significantly impacted. Projected growth that we had anticipated was either delayed or did not materialize. During the two years of the Pandemic we furloughed and then terminated all but a few of our employees.

XXXXX, who you deal with directly, is part of a group of partnerships and corporations of which BR Capital LP is the ultimate parent (collectively, the "**BR Capital Group**"). In order to resolve the financial difficulties of the BR Capital Group, we have developed a plan to restructure the BR Capital Group pursuant to a proposal (the "**Restructuring Proposal**") under the *Bankruptcy and Insolvency Act* (the "**BIA**"). We anticipate that the restructuring will free the BR Capital Group of debt and enable us to continue to serve you by creating a much stronger organization going forward that will continue to support you in your project goals in the future. The restructuring, and the continued operation of the BR Capital Group, is being financially supported by a lending syndicate made up of a core group of investors in BR Capital Group.

On September 15 and 16 of this month, XXXX together with the majority of the other corporations and partnerships in the BR Capital Group initiated the restructuring proceedings under the BIA. Once our professional advisors have signed off on the form of the Restructuring Proposal, proceed to seek its acceptance by the requisite majority of its affected creditors and its approval by the Court of King's Bench of Alberta. Once these steps are accomplished, we will take immediate steps to implement the Restructuring Proposal.

As indicated above, the restructuring process is financially supported by a group of BR Capital LP's lenders and has been designed to minimize any potential disruption to the BR Capital Group's customers. While the timeline for implementation of the restructuring will be uncertain until the Restructuring Proposal is accepted by the creditors and approved by the Court, we will continue to serve your organization with the service we have historically provided.

I understand that you may have questions as you read this. James Lawson the Chief Financial Officer will be happy to answer the questions you might have. Jim can be reached at 1-403-861-5521.

Yours Truly,

Jim Lawson