

**SUPERIOR COURT
(COMMERCIAL DIVISION)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-11-065011-245
DATE: April 25, 2025**

PRESIDING: THE HONOURABLE MARTIN F. SHEEHAN, J.S.C.

In the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, of:

**M-HEALTH SOLUTIONS INC.
-and-
ELNA MEDICAL GROUP INC. / GROUPE MÉDICAL ELNA INC.
-and-
9508503 CANADA INC.
-and-
THE OTHER APPLICANTS LISTED IN SCHEDULE A HERETO**

Debtors / Petitioners

-and-

RAYMOND CHABOT INC.

Monitor

-and-

CML HEALTHCARE INC.

Impleaded Party (Buyer)

-and-

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(QUÉBEC)**

-and-

THE REGISTRAR OF THE ONTARIO PERSONAL PROPERTY REGISTRY

Impleaded Parties

APPROVAL AND VESTING ORDER

- [1] **ON READING** the Debtors' *Application for the Issuance of (i) an Approval and Vesting Order, and of an (ii) Approval and Reverse Vesting Order* (the "**Application**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c C-36, as amended ("**CCAA**") and the exhibits thereto, and the affidavit of Mr. Benoit Fontaine, CPA, CAIRP, LIT filed in support thereof;
- [2] **CONSIDERING** the Fourth Report of Raymond Chabot Inc., acting in its capacity as court-appointed monitor of the Debtors (the "**Monitor**"), dated April 24, 2025 (the "**Fourth Report**");
- [3] **CONSIDERING** the SISP Approval Order (the "**SISP Order**") issued by this Court on December 11, 2024, approving, *inter alia*, the conduct of a sale and investment solicitation process (the "**SISP**");
- [4] **CONSIDERING** the Fourth Amended and Restated Initial Order (the "**Fourth ARIO**") issued by this Court on April 25, 2025;
- [5] **CONSIDERING** the notification of the Application to the service list;
- [6] **CONSIDERING** the submissions of counsel present at the hearing on the Application;
- [7] **GIVEN** the provisions of the CCAA;
- [8] **CONSIDERING** that it is appropriate to issue an order approving the transaction(s) (the "**Transaction**") contemplated by the agreement entitled Asset Purchase Agreement, dated April 17, 2025 (the "**Purchase Agreement**") entered into by and between m-Health Solutions Inc. (the "**Seller**") and CML Healthcare Inc. (the "**Buyer**"), a copy of which was filed, under seal, as **Exhibit R-7** to the Application, and vesting in the Buyer the assets described in the Purchase Agreement and in **Schedule "B"** hereof (the "**Purchased Assets**").

WHEREFORE THE COURT:

- [9] **GRANTS** the Application.

DEFINITIONS

- [10] **DECLARES** that, unless otherwise defined herein, all capitalized terms in this Order shall have the meaning ascribed thereto in the Purchase Agreement.

SERVICE

- [11] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
- [12] **PERMITS** service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL AND EXECUTION OF DOCUMENTATION

- [13] **ORDERS** and **DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by Raymond Chabot Inc. (Benoit Fontaine, CPA, CIRP, LIT), in its capacity as Court-appointed Monitor and not in its personal or corporate capacity, for and on behalf of the Seller, is hereby authorized, ratified and approved, *nunc pro tunc*, with such non-material alternations, changes, amendments, deletions or additions thereto as may be agreed to by the Monitor and the Buyer.
- [14] **AUTHORIZES** the Buyer and the Monitor (in such case, in its capacity as Monitor or for and on behalf of the Seller as expressed at paragraph [13] above) and the Seller, as the case may be, to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

- [15] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Seller to proceed with the Transaction and that no shareholder, contractual or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

- [16] **ORDERS** and **DECLARES** that that upon the date of issuance of a Monitor's certificate (the "**Closing Date**") substantially in the form appended as **Schedule "C"** hereto (the "**Monitor's Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Buyer, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, options, adverse claims, levies, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all Encumbrances created by order of this Court, all

security interests or charges evidenced by registration, publication or filing pursuant to the Civil Code of Québec, the Personal Property Security Act of the Province of Ontario, or any other applicable legislation providing for a security interest in personal or movable property, excluding however, the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"** hereto (the "**Permitted Encumbrances**").

- [17] For greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Monitor's Certificate.
- [18] **ORDERS** that the Monitor may rely on written notice from the Seller and the Buyer regarding the fulfillment of conditions of closing under the Purchase Agreement and shall have no liability with respect to the delivery of the Monitor's Certificate.
- [19] **ORDERS** and **DIRECTS** the Monitor to serve a copy of this Order to the service list in the within CCAA proceedings, post on the Monitor's website and file with the Court a copy of the Monitor's Certificate, as soon as practicable after issuance thereof.

ASSIGNMENT OF CONTRACTS

- [20] **ORDERS** and **DECLARES** that upon the issuance of the Monitor's Certificate, the rights and obligations of the Seller under the Agreements listed on **Schedule "E"** hereto, as they may have been amended or restated from time to time (the "**Assumed Contracts**"), are automatically and irrevocably assigned to the Buyer, free and clear of all Encumbrances, other than the Permitted Encumbrances, subject to payment of the respective Deposit, Adjustment Holdback Amount and Cure Costs (as defined Schedule I hereto), without any further consents or approvals of this Court.
- [21] **ORDERS** that all Cure Costs in relation to an Assumed Contract and indicated in **Schedule "E"** hereto, in relation to the Assumed Contracts – other than those arising by reason only of the insolvency of the Debtors, the commencement of proceedings under the CCAA or the failure to perform non-monetary obligations – shall be remedied by the Buyer no later than the Closing Date, in accordance with the Purchase Agreement, and **ORDERS** the Seller to send by e-mail a copy of this Order to every party to an Assumed Contract.
- [22] **DECLARES** that the Buyer shall be entitled to notify the Monitor in writing, within 30 days of the Closing Date, that it seeks the post-closing assignment to the Buyer of the rights, benefits, obligations and interests of the Debtors under one or more contracts or agreements to which one or more Debtors are party and which do not form part of the Assumed Contracts (the "**Proposed Post-Closing Assignment(s)**" and each such agreement, a "**Proposed Post-Closing Assigned/Assumed Contract(s)**") **AND FURTHER DECLARES** that the Debtors shall not assign, disclaim or otherwise cancel such contracts or agreements, it being understood that the Debtors can send notices of conditional disclaimer or resiliation to the counterparties to such contracts or agreements providing that such contracts or agreements will be disclaimed or resiliated after providing notice of such contracts or agreements to the Buyer and receiving confirmation from the Buyer in writing that the Buyer does not intend for such contracts

or agreements to become Proposed Post-Closing Assigned/Assumed Contracts as provided herein.

[23] **ORDERS** the Monitor, within five (5) days of the receipt from the Buyer of notice of a Proposed Post-Closing Assignment, to review such proposed assignment, and:

- (a) if the Monitor approves the Proposed Post-Closing Assignment, send one or more notices of the Proposed Post-Closing Assignment to the parties to the applicable Proposed Post-Closing Assigned/Assumed Contract substantially in the form of the draft notice of assigned attached hereto as **Schedule "F"** (the "**Notice of Assignment**"); or
- (b) if the Monitor does not approve the Proposed Post-Closing Assignment, inform the Buyer in writing of its decision (the "**Monitor's Notice**").

[24] **DECLARES** that:

- (a) if a party to a Proposed Post-Closing Assigned/Assumed Contract has notified the Monitor of its opposition to the Proposed Post-Closing Assignment within five (5) business days of the receipt of a Notice of Assignment; or
- (b) if the Monitor has issued a Monitor's Notice;

the Monitor or the Buyer shall be entitled to apply to this Court to seek the assignment of such Proposed Post-Closing Assigned/Assumed Contract.

[25] **ORDERS** that, if no party to a Proposed Post-Closing Assigned/Assumed Contract has notified it of an opposition to the Proposed Post-Closing Assignment within five (5) business days of the receipt of the Notice of Assignment, the Monitor shall issue forthwith and file with the Court a certificate substantially in the form appended as **Schedule "G"** hereto (a "**Post-Closing Assignment Certificate**").

[26] **ORDERS** and **DECLARES** that upon the issuance of a Post-Closing Assignment Certificate by the Monitor, the rights, benefits, obligations and interests of the Debtors under the Proposed Post-Closing Assigned/Assumed Contract referenced in such Post-Closing Assignment Certificate (the "**Post-Closing Assigned/Assumed Contract(s)**") shall be automatically and irrevocably assigned to the Buyer free and clear of all Encumbrances, without any further consents or approvals of this Court, subject to paragraph [28] hereof.

[27] **ORDERS** the Monitor to issue a certificate on the earlier of:

- (a) the date on which the Monitor is advised in writing by the Buyer that no further Proposed Post-Closing Assignments are required;
- (b) the 31st day following the Closing Date, unless on that day any application referred to at paragraph [24] has not been finally determined; or

- (c) on the first day on which all applications referred to at paragraph [24] shall have been withdrawn or finally determined, if on the 31st day following the Closing Date any such application has not been finally determined.
- [28] **ORDERS** that all monetary defaults of the Debtors in relation to any Post-Closing Assigned/Assumed Contract (other than those arising by reason only of the insolvency of the Debtors, the commencement of proceedings under the CCAA or the failure to perform non-monetary obligations) shall be remedied by the Buyer within thirty (30) days of the date of the filing of the Post-Closing Assignment Certificate, or as the Buyer and the relevant counterparty may agree in writing, in connection with such Post-Closing Assigned/Assumed Contract, failing which such Post-Closing Assigned/Assumed Contract will not be assigned to the Buyer.
- [29] **DECLARES** that subject to the Buyer's obligations relating to the monetary defaults set forth in paragraph [28], the counterparties to any Post-Closing Assigned/Assumed Contract have no right to claim or effect compensation or set-off between:
- (a) the amounts that are currently owing or which may become owing by such counterparties to the Buyer in connection with the Post-Closing Assigned/Assumed Contract, as and from the effective date of the assignment; and
 - (b) any amounts owed, or allegedly owed, by the Seller to such counterparties, whether related or not to the Post-Closing Assigned/Assumed Contract.
- [30] **ORDERS** that any anti-assignment, consent-to-assignment or any other provisions restructuring or affecting the assignment by Seller in any of the Assumed Contracts or the Post-Closing Assigned/Assumed Contracts shall not restrict, limit, impair, prohibit or otherwise affect the assignment of any Assumed Contract or of any Post-Closing Assigned/Assumed Contract provided by this Order.
- [31] **ORDERS** that the Assumed Contracts and the Post-Closing Assigned/Assumed Contracts shall be valid and binding and in full force and effect and enforceable by the Buyer in accordance with their terms for the benefit of the Buyer.
- [32] **ORDERS** and **DIRECTS** the Monitor to serve a copy of this Order to each counterparty to the Assumed Contracts and the Post-Closing Assigned/Assumed Contracts, if any.
- [33] **AUTHORIZES** the Debtors, the Buyer, the Seller and the Monitor to perform all acts, sign all documents and take any other action that could be required or useful to give full effect to the assignment of the Assumed Contracts and the Post-Closing Assigned/Assumed Contracts to the Buyer in accordance with this Order.

CANCELLATION OF SECURITY REGISTRATIONS

- [34] **ORDERS** the *Register Of Personal And Movable Real Rights (Québec)*, upon presentation of the required form with a certified copy of this Order and the Monitor's Certificate, to reduce the scope of, as applicable, the following Encumbrances, in connection with the Purchased Assets, in order to allow the transfer to the Buyer of the Purchased Assets free and clear of such Encumbrances which are, namely:

Nature of the Security Registration	Publication No. (Registration)	Date of Publication	Secured Party
Conventional movable hypothec without delivery	22-0962421-0001	August 31, 2022	National Bank of Canada
Conventional movable hypothec without delivery	22-0962421-0002	August 31, 2022	National Bank of Canada
Conventional movable hypothec without delivery	22-0962421-0003	August 31, 2022	National Bank of Canada
Conventional movable hypothec without delivery	22-1053981-0001	September 23, 2022	National Bank SME Growth Fund, LP
Conventional movable hypothec without delivery	22-1055086-0003	September 23, 2022	National Bank of Canada

[35] **ORDERS** the Registrar of the *Ontario Personal Property Registry* upon presentation of the required form with a certified copy of this Order and the Monitor's Certificate, to reduce the scope of or strike, as applicable, the following Encumbrances, in connection with the Purchased Assets, in order to allow the transfer to the Buyer of the Purchased Assets free and clear of such Encumbrances which are, namely:

Nature of the Security Registration	Publication No. (Registration)	Date of Publication	Secured Party
Claim for Lien / Security	786813696 / 20220919 1533 1590 0573	September 19, 2022	National Bank of Canada
Claim for Lien / Security	786813876 / 20220919 1535 1590 0574	September 19, 2022	National Bank SME Growth Fund, LP / Fonds Croissance PME Banque Nationale, S.E.C.
Claim for Lien / Security	786813966 / 20220919 1537 1590 0576	September 19, 2022	National Bank of Canada

Claim for Lien / Security	786814299 / 20220919 1552 1590 0580	September 19, 2022	National Bank of Canada
Claim for Lien / Security	510215472 / 20241018 1034 1793 5848	October 18, 2024	Merchant Capital Group LLC

- [36] **ORDERS** that the foregoing Encumbrances no longer hypothecate, charge, encumber or otherwise affect any or all of the Purchased Assets, namely all of the Seller's property, with the sole exception of the Excluded Assets, as defined in **Schedule "H"** hereof.
- [37] **ORDERS** that upon the issuance of the Monitor's Certificate, the Monitor and/or the Debtors shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets, including filings with the *Register Of Personal And Movable Real Rights (Québec)* and/or filing such financing change statements in the *Ontario Personal Property Registry ("OPPR")* as may be necessary, from any registration filed against the Seller in the OPPR, provided that the Monitor and/or the Debtors shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Purchased Assets, and the Monitor and/or the Debtors shall be authorized to take any further steps by way of further application to this Court.

NET PROCEEDS

- [38] **ORDERS** that the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall be remitted to the Monitor and shall be distributed in accordance with the applicable legislation, this Order, the Fourth ARIO (as amended and restated from time to time), and/or any future order of this Court, as the case may be.
- [39] **AUTHORIZES** and **ORDERS** the Monitor, upon issuance of the Monitor's certificate, to make distributions from the Purchase Price (the "**Distributions**") to:
- 39.1. Pay, on behalf of the Seller, the Cure Costs, if applicable; and
- 39.2. Pay, on behalf of the Seller, the amounts that may be owed under the CCAA Charges, as authorized in accordance with paragraph 28 of the Fourth ARIO, as may be amended and restated from time to time, including in particular any amount owing and secured under the DIP Charge.
- [40] **ORDERS** and **DECLARES** that the payment of the Distributions in accordance with this Order is hereby authorized and approved and that this Order shall constitute the only authorization or approval required by the Monitor to proceed with the distribution of the Purchase Price in accordance with this Order or otherwise.

- [41] **ORDERS** that any portion of the Purchase Price which does not form part of the Distributions, in accordance with this Order, shall be held by the Monitor until further Order of this Court and treated in accordance with paragraphs 28 and 30 of the Fourth ARIO (as amended and restated from time to time).
- [42] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that upon issuance of the Monitor's certificate, all Encumbrances except for the Permitted Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

PROTECTION OF PERSONAL INFORMATION

- [43] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Personal Information and Electronic Documents Act*, SC 2000, c 5 or any similar provision of any applicable provincial legislation, the Monitor and the Debtors are authorized and permitted to disclose and transfer to the Buyer all personal information in the custody or control of the Debtors set out in the Purchase Agreement. The Buyer shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

VALIDITY OF THE TRANSACTION

- [44] **ORDERS** that notwithstanding:
- (i) the pendency of these proceedings;
 - (ii) any petition for a receivership or bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Purchase Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Buyer or the Monitor.

RELEASES

- [45] **ORDERS** that at the Effective Date, the Buyer and its affiliates, shareholders, members, equity holders, trustees, directors, officers, managers, employees, partners, legal counsel, advisors and other representatives of these persons (being collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, and any other applicable administrator of a corporate, partnership or other registry in respect of the Seller as permitted pursuant to the terms of this Order, or other occurrence existing or taking place prior to the Effective Date or completed pursuant to the terms of this Order and/or in connection with the Transactions, in respect of the Seller or its assets, business or affairs, or prior dealings with the Seller, wherever or however conducted or governed, the administration and/or management of the Seller and these proceedings (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim against the Released Parties arising from fraud, willful misconduct, or an intentional or gross fault.
- [46] **ORDERS** and **DECLARES** that the commencement or prosecution, whether directly, indirectly, derivatively, or otherwise of any Released Claim against the Released Parties or their respective successors and assigns is permanently enjoined and barred.

GENERAL

- [47] **APPROVES** the activities of the Monitor and the Financial Advisor, up to the date of this Order, as described in the Fourth Report and in the testimony of the Monitor’s representative at the hearing on the Application.
- [48] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Monitor shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.
- [49] **DECLARES** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph.

- [50] **ORDERS** that the Buyer (with the consent of the Monitor) or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances.
- [51] **ORDERS** that Exhibit R-7 (including versions of same), as well as Schedules B, B.1, D, F and G of the Fourth Report be kept confidential and under seal until further order of this Court, and in no event before all transactions have closed as part of the sale and investment solicitation process approved by this Court on December 11, 2024 (except for information to be provided as part of the Monitor's Proposed Allocation report (as provided by the Fourth ARIO).
- [52] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [53] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Monitor shall be the foreign representative of the Debtors. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.
- [54] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order.
- [55] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS.

Martin Sheehan

Signature numérique
de Martin Sheehan

Date : 2025.04.25

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Martin F. Sheehan, J.S.C.

Schedule "A"

List of Debtors

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

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

Schedule "B"

Description of Purchased Assets

All of the Seller's right, title and interest in, to and under, or relating to, the assets, property and undertaking owned or used or held for use by the Seller in connection with the business of the Seller, as applicable but excluding the Excluded Assets, including without limitation properties, assets and rights referred in the purchase Agreement.

Schedule "C"

Draft Certificate of the Monitor

[See attached]

**SUPERIOR COURT
(COMMERCIAL DIVISION)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-11-065011-245**

In the matter of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as Amended

M-HEALTH SOLUTIONS INC.

-and-

ELNA MEDICAL GROUP INC. / GROUPE MÉDICAL ELNA INC.

-and-

9508503 CANADA INC.

-and-

THE OTHER APPLICANTS LISTED IN SCHEDULE A HERETO

Debtors / Petitioners

-and-

RAYMOND CHABOT INC.

Monitor

-and-

CML HEALTHCARE INC.

Impleaded Party (Buyer)

-and-

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(QUÉBEC)**

-and-

THE REGISTRAR OF THE ONTARIO PERSONAL PROPERTY REGISTRY

Mises-en-Cause

CERTIFICATE OF THE MONITOR

RECITALS:

WHEREAS on December 11, 2024, the Superior Court of Quebec, Commercial Division (the "**Court**") issued a "first day" initial order (the "**First Day Order**") pursuant to the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of M-Health Solutions Inc., Elna Medical Group Inc. / Groupe Médical Elna Inc., 9508503 Canada Inc. and the other applicants listed in Schedule A hereto (the "**Debtors**");

WHEREAS pursuant to the terms of the First Day Order, Raymond Chabot Inc. was appointed as monitor of the Debtors (in such capacity, the "**Monitor**");

WHEREAS on December 17, 2024, the Court issued an Amended and Restated Initial Order, on February 12, 2025, the Court issued a Second Amended and Restated Initial Order, and on March 10, 2025, the Court issued a Third Amended and Restated Initial Order;

WHEREAS on [●], the Court issued an Order (the "**Vesting Order**") thereby, *inter alia*, authorizing and approving the execution of an agreement entitled *Asset Purchase Agreement* (the "**Purchase Agreement**") by and between M-Health Solutions Inc., as vendor, and CML Healthcare Inc., as purchaser (the "**Purchaser**"), copy of which was filed under seal in the Court record, and into all the transactions contemplated therein (the "**Transaction**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor and the Purchaser; and

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Monitor once the (a) the Purchase Agreement has been executed and delivered in accordance with the terms and subject to the conditions of the Purchase Agreement; and (b) the Purchase Price (as defined in the Purchase Agreement) has been satisfied by the Purchaser; and (c) all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THE MONITOR CERTIFIES AS TO THE FOLLOWING:

- (a) the Purchase Agreement has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) has been satisfied by the Purchaser upon the closing of the Transaction in accordance with the terms and subject to the conditions of the Purchase Agreement; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Monitor at ____ [TIME] on ____ [DATE].

Raymond Chabot Inc., in its capacity as court-appointed monitor of the Debtors and not in its personal or corporate capacity.

Signature: _____

Name: Benoit Fontaine, CPA, CIRP, LIT

Schedule "D"

Permitted Encumbrances

Nil.

Schedule "E"

Assumed Contracts

1. Strategic Alliance Agreement dated June 22, 2018 between MEDICALgorithmics S.A. and m-Health Solutions, Inc., as amended or supplemented by Amendment no. 1 dated June 15, 2020, Amendment no. 2 dated August 5, 2021, Amendment no. 3 dated January 27, 2022, Annex to the Strategic Alliance Agreement dated April 28, 2023, Amendment no. 4 dated July 24, 2023 and Amendment no. 5 dated June 11, 2024, and as further amended from time to time.
2. Lease agreement dated February 10, 2025 between 70 Frid Investments Inc. and m-Health Solutions Inc. for certain premises known as unit #3 located at 70 Frid Street, in Hamilton, Province of Ontario, L8P 4M4.
3. Lease agreement dated February 10, 2025 between 70 Frid Investments Inc. and m-Health Solutions Inc. for certain premises known as 3B located at 150 Chatham Street, in Hamilton, Province of Ontario, L8P 2B6.
4. Service Agreement for Machine to Machine Wireless Services dated June 25, 2020 between m-Health Solutions Inc. and Telus Communications Inc. c.o.b. TELUS, as assigned to 14018311 Canada Inc. pursuant to the Assignment and Novation Agreement dated November 10, 2022 between Health Solutions Inc., Telus Communications Inc. c.o.b. TELUS and 14018311 Canada Inc.
5. Business Systems Services Agreement dated January 1, 2025 between WW Works Inc. and m-Health Solutions Inc.
6. Goods Supply Agreement dated January 1, 2025 between Hamilton Health Sciences Corporation and m-Health Solutions Inc.
7. Service Agreement dated April 1, 2025 between Quinte Health and m-Health Solutions
8. Service Agreement dated April 1, 2025 between Mohawk Medbuy Corporation and m-Health Solutions
9. FedEx Transportation Services Agreement dated January 8, 2025 between FedEx and m-Health Solutions.
10. Agreement Activation Form dated November 15, 2021 between Canada Post Corporation and m-Health Solutions.
11. Services Agreement dated January 1, 2024 between m-Health Solutions Inc. and Blue Mango Health Partners.
12. All Independent Contractor Agreements or similar Contracts between m-Health Solutions Inc. and contractors serving m-Health Solutions Inc. in a Cardiac Technologist or similar capacity.
13. All Interpreting Physician Enrolment Forms or similar Contracts between m-Health Solutions Inc. and healthcare professionals serving m-Health Solutions Inc. in an interpreting physician or similar capacity.

Schedule "F"

Draft Notice of Assignment

Date: •

To: • ("you")

Re: Superior Court, District of Montreal, No 500-11-065011-245 (Groupe Elna)

Raymond Chabot Inc. acts as Court-appointed Monitor (the "**Monitor**") in the restructuring under the Companies' Creditors Arrangement Act (the "**CCAA**") of M-Health Solutions Inc. and the other applicants listed in Schedule A hereto (collectively, the "**Debtors**").

We refer to the attached Approval and Vesting Order dated April 25, 2025, rendered by the Superior Court of Québec, District of Montreal, in Court file No 500-11-065011-245 (the "**Order**"), and the following agreement(s) (collectively, the "**Agreement**") to which you and one or more Debtors are parties: [•].

We have been notified by CML Healthcare Inc. (the "**Purchaser**") that it seeks the assignment of the rights, benefits, obligations and interests of the Debtors under the Agreement, and the Monitor has approved such assignment (the "**Proposed Post-Closing Assignment**").

If you oppose the Proposed Post-Closing Assignment, you must inform the Monitor in writing by email at ratallah@rcgt.com; / bfontaine@rcgt.com; of your grounds for opposition at the latest 5 days after the receipt this notice, failing which the rights, benefits, obligations and interests of the Debtors under the Agreement shall be automatically and irrevocably assigned to the Purchaser without any further consents or approvals.

If you agree with the Proposed Post-Closing Assignment you have nothing to do. The rights, benefits, obligations and interests of the Debtors under the Agreement will be automatically and irrevocably assigned to the Purchaser after 5 days of the receipt of this notice.

More information can be obtained on the restructuring of the Debtors at <https://www.raymondchabot.com/en/companies/public-records/groupe-elna/>.

Schedule "G"

Draft Post-Closing Assignment Certificate

[See attached]

**SUPERIOR COURT
(COMMERCIAL DIVISION)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-11-065011-245**

PRESIDING: THE HONOURABLE [MARTIN F. SHEEHAN], J.S.C.

In the matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, of:

M-HEALTH SOLUTIONS INC.

-and-

ELNA MEDICAL GROUP INC. / GROUPE MÉDICAL ELNA INC.

-and-

9508503 CANADA INC.

-and-

THE OTHER APPLICANTS LISTED IN SCHEDULE A HERETO

Debtors / Petitioners

-and-

RAYMOND CHABOT INC.

Monitor

-and-

CML HEALTHCARE INC.

Impleaded Party (Buyer)

-and-

**THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS
(QUÉBEC)**

-and-

THE REGISTRAR OF THE ONTARIO PERSONAL PROPERTY REGISTRY

Mises-en-Cause

POST-CLOSING ASSIGNMENT CERTIFICATE

RECITALS:

On April 25, 2025, the Superior Court, District of Montreal, rendered an Approval and Vesting Order in Court file No 500-11-065011-245 (the "**Order**"), which orders the issuance and filing by the Monitor of this Post-Closing Assignment Certificate.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Order.

THE MONITOR CERTIFIES THE FOLLOWING:

1. The Monitor has received copy of a notice in writing from the Purchaser that it seeks the post-closing assignment of the rights, benefits, obligations and interests of the Debtors under the following Agreements to which one or more Debtors are party to: • (the "**Proposed Post-Closing Assignment**" and the "**Proposed Post-Closing Assigned/Assumed Contracts**").
2. The Monitor has reviewed and approved the Proposed Post-Closing Assignment.
3. Upon receipt of the Notice of Assignment sent by the Monitor (as defined in the Order), no party to the Proposed Post-Closing Assigned/Assumed Contracts has notified it of an opposition to the Proposed Post-Closing Assignment within 5 days of the receipt of the Notice of Assignment.

Dated •, 2025

Raymond Chabot Inc., in its capacity as Monitor and not in its personal or corporate capacity

Per: Benoit Fontaine, CPA, CIRP, LIT

Schedule "H"

Excluded Assets

See Schedule I below

Schedule "I"

Definitions

Definitions From the Purchase Agreement Relevant for Approval and Vesting Order

Note: Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Approval and Vesting Order.

"Accounts Receivables" means accounts receivable, notes, bills receivable, trade accounts, insurance claims, trade debts and book debts due or accruing due, in connection with the Acquired Business (whether current or non-current) including any disputed receivables, refunds and rebates receivable relating to the Acquired Business or the Purchased Assets and including all interest accrued on such items, and other amounts due or deemed to be due to the Seller relating to the Acquired Business including any amounts receivable (or which may become receivable) by the Seller under agreements whereby the Seller has disposed of a business, facility or other assets, or under royalty (or other) agreements or documents related thereto, and any asset-backed commercial paper or other investments, and all bank accounts (to the extent applicable), in each case, of the Seller, but excluding (i) all Cash and Cash Equivalents as well as any Intercompany Accounts Receivable and (ii) the Doubtful Accounts.

"Acquired Business" means the business of m-Health Solutions Inc. owned and operated by the Seller.

"Adjustment Holdback Amount" means \$1,000,000.

"affiliate" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and "control" and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person ("A") controls another Person ("B") where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and, for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose.

"Applicable Law" means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including without limitation the common law), statute, ordinance, rule, regulation, restriction, standard, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, Governmental Authorizations, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the transactions contemplated by the Purchase Agreement, the Seller, the Buyer, the Acquired Business, or any of the Purchased Assets or the Assumed Liabilities.

“Assumed Contracts” has the meaning given to such term in the subparagraph (e) of the definition of Purchased Assets.

“Assumed Employee Plans” has the meaning given to such term in Section 7.7(e) of the Purchase Agreement.

“Assumed Employee Plan Contracts” has the meaning given to such term in Section 7.7(e) of the Purchase Agreement.

“Assumed Employees” has the meaning given to such term in Section 7.7(c) of the Purchase Agreement.

“Assumed Intellectual Property” has the meaning given to such term in the subparagraph (f) of the definition of Purchased Assets.

“Assumed Liabilities” means the following obligations and liabilities of the Seller with respect to the Acquired Business or the Purchased Assets, other than the Excluded Liabilities: (a) all liabilities and obligations arising under the Assumed Contracts to the extent first arising on or after the Closing Time and relating solely to events occurring from and after the Closing Time, which are assigned to the Buyer hereunder; (b) all trade payables relating to the Acquired Business or the Purchased Assets incurred on and after the Filing Date to the extent reflected in the Closing Statement; (c) all other liabilities and obligations relating to the Purchased Assets and the operation of the Acquired Business to the extent such liabilities and obligations consist of liabilities and obligations that arise in respect of and relate solely to the period on and after the Closing Time and relate solely to events occurring from and after the Closing Time; (d) all liabilities arising out of or relating to services, products, or product or service warranties of the Seller or any predecessors or affiliates of the Seller sold or distributed pursuant to the Assumed Contracts prior to or after the Closing Time (but excluding any Excluded Warranty Claims); (e) all liabilities and obligations (i) of or expressly assumed by the Buyer pursuant to Section 7.6(a) of the Purchase Agreement; (ii) relating to the Buyer's employment or termination of employment (whether or not arising under or in respect of any Buyer Employee Plan) of any Assumed Employees, to the extent arising on or after the Closing Date of such Employees; (iii) the failure of the Buyer to satisfy its obligations under Section 7.6(a) of the Purchase Agreement with respect to any Employee; (iv) under any Buyer Employee Plan; (v) relating to or arising from or in connection with any Assumed Employee Plan; and (vi) related to the Assumed Employees which arise out of or result from any termination of employment, layoff, or the closing or relocation of worksites or the like of such Assumed Employees by the Buyer on or after the Closing Date; (vii) by law; (f) real property, land transfer, and similar ad valorem obligations, in each case, relating to the Purchased Assets for a Tax period (or the portion thereof) beginning on or after the Closing Date, excluding, for the avoidance of doubt, any amounts described in this paragraph that are (i) Tax or similar liabilities of the Seller for any Tax period (except as otherwise provided in Section 7.6 of the Purchase Agreement), and (ii) any Tax or similar liability related to the Excluded Assets; and (g) all liabilities, if any, arising from or in relation to the Permitted Encumbrances for the period commencing on or after the Closing Date.

“Cash and Cash Equivalents” means cash, bank balances, moneys in possession of banks and other depositories, term or time deposits, marketable securities, bankers’ acceptance, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents of, owned or held by or for the account of the Seller (but specifically excluding any cash payable by the Buyer to the Seller pursuant to the Purchase Agreement).

“CASL” means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (S.C. 2010, c. 23).

“CCAA” means the *Companies’ Creditors Arrangement Act (Canada)*.

“CCAA Proceedings” means the proceedings commenced, *inter alios*, by the Sellers before the Court under the CCAA on December 11, 2024.

“Claims” includes all claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“Closing” means the completion of the sale and purchase of the Purchased Assets pursuant to the Purchase Agreement at the Closing Time, and all other transactions contemplated by the Purchase Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets.

“Closing Date” means (a) the date that is five (5) Business Days after the conditions set forth in the Purchase Agreement have been satisfied (other than the conditions set forth in the Purchase Agreement that by their terms are to be satisfied or waived at the Closing), or (b) such other date agreed to by the Parties in writing, in consultation with the Monitor.

“Closing Documents” means all contracts, agreements and instruments required by the Purchase Agreement to be delivered by or on behalf of a Party at or before the Closing.

“Closing Time” means 0:01 a.m. (Montréal time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

“Confidential Information” means non-public, confidential, personal or proprietary information which is furnished to the Buyer by the Seller or any of the Seller’s

representatives or the Monitor, including, without limitation, information about identifiable individuals, any information relating to the Seller and its affiliates, or any customer or supplier of the Seller, but does not include information that is or becomes generally available to the public other than as a result of disclosure by the Buyer or its representatives in breach of the Purchase Agreement or that is received by the Buyer from an independent third party that, to the knowledge of the Buyer, after good faith inquiry, obtained it lawfully and was under no duty of confidentiality (except to the extent that applicable privacy laws do not exclude such information from the definition of personal information) or that is independently developed by the Buyer's employees or representatives without access or reference to any Confidential Information.

"Contracts" means contracts, licenses, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the Seller is a party or by which the Seller is bound or under which the Seller has, or will have, any right or any liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Acquired Business or the Purchased Assets and includes quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees, but excluding the Real Property Leases.

"Court" means, the Superior Court of Québec (Commercial Division) in the District of Montréal.

"Cure Costs" means all amounts necessary to cure any monetary defaults as a condition to assuming the Assumed Contracts, which Cure Costs shall be payable by the Buyer at the Closing Time in accordance with the Purchase Agreement (but which shall in no event exceed the Estimated Cash Purchase Price).

"Deposit" means the deposit paid by the Buyer to the Monitor, and held in a non-interest-bearing trust account by the Monitor in accordance with the SISP, upon the execution of the Purchase Agreement.

"DIP Facility" means the senior secured superpriority debtor-in-possession financing term sheet among, *inter alios*, the Seller (as borrower), and National Bank of Canada (as lender) dated as of December 11, 2024, and as may be amended, restated, supplemented and/or modified from time to time.

"DIP Lender" means National Bank of Canada, the lender under the DIP Facility.

"Doubtful Accounts" has the meaning given to such term in the subparagraph (g) of the definition of Excluded Assets.

"Employee Plans" means the Plans that are: for the benefit of Employees (or any spouses, dependents, survivors or beneficiaries of such Employees) and (i) maintained, sponsored or funded by the Seller; or (ii) under which the Seller has, or will have, any liability, each such Plan being listed on Schedule 1.1(ss) to the Purchase Agreement.

"Employees" means in respect of the Acquired Business, any and all: (i) Employees of the Seller who are actively at work (including full-time, part-time or temporary

employees); and (ii) Employees of the Seller who are on statutory or approved leaves of absence (including pregnancy leave, parental leave, short-term or long-term disability leave, workers' compensation and other statutory leaves).

"Employees of the Seller" means all current or former officers, employees, individual consultants and service providers of the Seller or any predecessors of the Seller.

"Encumbrance" means any security interest, lien (whether contractual, statutory or otherwise), prior claim, charge, hypothec, reservation of ownership, pledge, encumbrance, liability, mortgage, trust (including any deemed or constructive trust), right-of-way, servitude, easement, lease, restriction, development or similar agreement, title defect, option or adverse claim or encumbrance of any nature or kind including any and all Court ordered charges granted in the CCAA Proceedings.

"Environment" means the environment or natural environment as defined in any Environmental Laws and includes air, surface water, ground water, land surface, soil and subsurface strata.

"Environmental Law" means Applicable Laws relating to the protection of human health and the Environment, and includes Applicable Laws relating to the storage, generation, use, handling, manufacture, processing, transportation, treatment, Release, remediation, management and disposal of Hazardous Substances.

"Equity Interests" means any capital share, capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities (whether voting or nonvoting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights) of a Person.

"Excluded Assets" means any of the following assets of the Seller: (a) all Accounts Receivable (including any disputed receivable) existing as at the Closing Time; (b) all Cash and Cash Equivalents; (c) original Tax records and books and records pertaining thereto, minute books, share ledgers, organizational documents, corporate seals, taxpayer and other identification numbers and other documents, in each case, relating to the organization, maintenance and existence of the Seller as a Person; provided that the Buyer may take copies of all Tax records and books and records pertaining to such records (as redacted, if applicable) to the extent necessary or useful, in the opinion of the Buyer, acting reasonably, for the carrying on of, or in relation to, the Acquired Business or relating to the Purchased Assets after Closing, including the filing of any Tax Return to the extent permitted under Applicable Law; (d) all Contracts of the Seller that are not Assumed Contracts, including those set forth on Schedule 2.2(d) to the Purchase Agreement (collectively, the **"Excluded Contracts"**); (e) all letters of credit, cash or cash equivalents of the Seller granted by the Seller as collateral to secure outstanding letters of credit in respect of any Excluded Liability or Excluded Asset; (f) any debts due or accruing due prior to the Closing Time to the Seller from any shareholder, director, officer, or affiliate of the Seller (collectively, the **"Intercompany Accounts Receivable"**); (g) the accounts receivables relating to the Acquired Business or the Purchased Assets set out in Schedule 2.2(g) to the Purchase Agreement (collectively, the **"Doubtful Accounts"**); (h) all of the Seller's rights under the Purchase Agreement; the NDA; any confidentiality, non-disclosure or similar

agreements entered into in connection with the CCAA Proceedings or the SISP; the DIP Facility; the Excluded Contracts; the Closing Documents and the transactions contemplated by hereby and thereby; (i) all rights of the Seller and the directors and officers of the Seller under any director and officer insurance policies including any proceeds received or receivable by such Persons thereunder; (j) any Permits, other than Transferred Permits; (k) the benefit of the Seller to any refundable Taxes payable or paid by the Seller, net of any amounts withheld by any Governmental Authority, having jurisdiction over the assessment, determination, collection, or other imposition of any Tax, and the benefit of the Seller to any claim or right of the Seller to any refund, rebate, or credit of Taxes for, or applicable to, Pre-Closing Tax Periods; (l) all trust funds or other entities holding assets (or, in the case of a dedicated bank account held by the Seller, the assets of such account), rights, interests, Contracts and agreements related to any Excluded Employee Plan; (m) all rights and Claims against any Person for any liability of any kind based on or arising out of the occurrence of any fraudulent conveyance, settlement, reviewable transaction, transfer at undervalue, fraudulent preference or similar claim; (n) any loans or debts due prior to the Closing Time from any Person to the Seller, including those listed on Schedule 2.2(n) to the Purchase Agreement; (o) all issued and outstanding shares and other Equity Interests in any corporation, partnership or other entity; (p) any asset of the Seller that would otherwise constitute a Purchased Asset but for the fact that it is conveyed, leased or otherwise disposed of in the ordinary course of business in compliance with Section 7.2 of the Purchase Agreement or was obsolete during the period beginning on the date of the Purchase Agreement and ending on the Closing Date; and (q) any assets of the Seller that are set forth on Schedule 2.2(q) to the Purchase Agreement.

“Excluded Contracts” has the meaning given to such term in the subparagraph (d) of the definition of Excluded Assets.

“Excluded Employee Plans” means all Employee Plans that are not Assumed Employee Plans, provided for clarity that if no Employee Plan is an Assumed Employee Plan hereunder, then “Excluded Employee Plans” shall mean the “Employee Plans”.

“Excluded Individual” means Sandy Schwenger.

“Excluded Liabilities” means, except as expressly included in the definition of Assumed Liabilities, all pre-Filing Date and post-Filing Date debts, obligations, contracts and liabilities of or relating to the Acquired Business, Purchased Assets, the Seller or any predecessors of the Seller, and the Seller’s affiliates, of any kind or nature, shall remain the sole responsibility of the Seller and its affiliates, and the Buyer shall not assume, accept or undertake, any debt, obligation, duty, contract or liability of the Seller and its affiliates of any kind whatsoever, except as expressly included in the definition of Assumed Liabilities, whether accrued, contingent, known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, unliquidated, absolute, accrued, contingent or otherwise, and whether due or to become due, and specifically excluding (without limitation) the following liabilities or obligations which shall be retained by, and which shall remain the sole responsibility of, the Seller and its affiliates: (a) except as expressly included in Assumed Liabilities, all liabilities to the extent arising out of or relating to the operation of the Acquired Business or the Purchased Assets for periods prior to

the Closing Time (including, for the avoidance of doubt, breaches of contract, infringement, violations of law, tortious conduct, criminal or quasi-criminal conduct, wilful misconduct, Tax liabilities, indebtedness for borrowed money (except as expressly included in Assumed Liabilities) and intercompany liabilities); (b) all liabilities of the Seller under the Assumed Contracts incurred prior to the Closing Time, except for such liabilities included in the Assumed Liabilities; (c) all liabilities and obligations relating to the Excluded Assets (including any Excluded Contracts, the Purchase Agreement and the DIP Facility); (d) (i) any liabilities or other obligations arising under, relating to or with respect to any Excluded Employee Plan; (ii) any liabilities or other obligations in respect of the engagement or employment of the Excluded Individual; and (iii) except as specifically included in the Assumed Liabilities, all liabilities related to the Employees of the Seller; (e) all trade payables relating to the Acquired Business or the Purchased Assets incurred prior to the Filing Date; (f) any debts due or accruing prior to the Closing Time from the Seller to any shareholder, director, officer (except amounts owing to any officer for service to the Acquired Business as an employee) or affiliate of the Seller; (g) all liabilities arising out of or relating to (i) services, products, or product or service warranties of the Seller or any predecessors or affiliates of the Seller sold or distributed pursuant to Excluded Contracts prior to or after the Closing Time, and (ii) any claims under product or service warranties of the Seller pursuant to the Assumed Contracts which were made prior to the Closing Time (collectively, **“Excluded Warranty Claims”**); (h) any claims against the Seller for infringement, misappropriation or other violation of any Intellectual Property of any third Person relating to any period prior to the Closing Time; (i) all liabilities, obligations and related guarantees relating to the any pre-Filing Date indebtedness, including the indebtedness described in Schedule 2.4(i) to the Purchase Agreement; (j) all liabilities for Taxes of the Seller (other than those Taxes specifically included in the subparagraph (f) of the definition of Assumed Liabilities), including all employer portions of any payroll Taxes applicable in respect of the liabilities described in the subparagraph (e) of the definition of Assumed Liabilities, except as provided in Section 7.6 of the Purchase Agreement; (k) any liabilities, claims or obligations to the extent arising out of or relating to the Acquired Business’ or the Purchased Assets’ non-compliance with Environmental Law or a presence or Release of Hazardous Substances to the Environment, and in either case, whether in respect of any facts, conditions or circumstances existing or occurring on or prior to the Closing Time; (l) any liability or obligations arising out of or relating to the Seller having been in violation of any Applicable Law (including for greater certainty any consumer protection laws or privacy laws) at any time on or prior to the Closing Time; and (m) all other claims arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing Time, including without limitation liabilities relating to any breach of law, product liability claims, grievances, and employee claims except, in each case, as expressly included in the definition of Assumed Liabilities.

“Excluded Warranty Claims” has the meaning given to such term in subparagraph (g) of the definition of Excluded Liabilities.

“Filing Date” means December 11, 2024.

“Governmental Authority” means any applicable transnational, federal, provincial, municipal, state, local, national or other government, regulatory authority,

governmental department, agency, commission, board, tribunal, bureau, ministry, court, system operator, judicial body, arbitral body or other law, rule or regulation-making entity, or any entity, officer, inspector, investigator or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case:

having jurisdiction over the Seller, the Buyer, the Acquired Business, the Purchased Assets or the Assumed Liabilities on behalf of any country, province, state, locality, or other geographical or political subdivision thereof; or

exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power.

“Governmental Authorizations” means authorizations, approvals, plans, franchises, orders, certificates, consents, directives, notices, licenses, permits, variances, registrations or other rights issued to or required by the Seller relating to the Acquired Business or any of the Purchased Assets by or from any Governmental Authority.

“Hazardous Substances” means pollutants, contaminants, wastes of any nature, hazardous substances, hazardous materials, toxic substances, prohibited substances, dangerous substances or dangerous goods regulated by or under Environmental Laws.

“Health Information” means any information related to an individual’s physical or mental health, as well as any **“health and social services information”**, **“personal health information”** or **“health information”** as defined under Applicable Laws.

“including”, **“include”** and **“includes”** shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

“Insolvency Proceedings” means any action, application, petition, suit or other proceeding under any bankruptcy, arrangement, reorganization, dissolution, liquidation, insolvency, winding-up or similar law of any jurisdiction now or hereafter in effect, for the relief from or otherwise affecting creditors of the Seller, including without limitation under the *Bankruptcy and Insolvency Act* (Canada) (including the filing of a notice of intention to make a proposal), CCAA (including the CCAA Proceedings), the *Winding-Up and Restructuring Act* (Canada), the *Canada Business Corporations Act*, against or in respect of the Seller.

“Intellectual Property” means all intellectual property and intellectual property rights throughout the world including: (a) patents, provisional patent applications, applications for patents and reissues, re-examined patents, or any patent maintained in a post-grant proceeding, divisions, continuations, renewals, extensions, continuations-in-part of patents or patent applications, and utility models; (b) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs,

technology, technical data, data, database rights, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (c) copyrights, copyright registrations and applications for copyright registration; (d) designs, industrial design registrations, industrial design registration applications; (e) trade names, business names, corporate names, domain name registrations, website names, social media accounts and handles, and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with or arising from any of the foregoing; (f) software and (g) any other intellectual property and industrial property.

“Intercompany Accounts Receivable” has the meaning given to such term in the subparagraph (f) of the definition of Excluded Assets.

“IT Assets” has the meaning given to such term in the subparagraph (g) of the definition of Purchased Assets.

“Material Adverse Effect” means any change, event, occurrence or circumstance, individually or in the aggregate that: (i) has, or would reasonably be expected to have, a material adverse effect on the business, operations, results of operations or condition (financial or otherwise) of the Acquired Business, (ii) materially and adversely impairs the Purchased Assets or the Acquired Business or materially and adversely increases the Assumed Liabilities, each taken as a whole, or (iii) materially and adversely impedes the consummation of the transactions contemplated by the Purchase Agreement, but excluding, in the case of each of clauses (i), (ii) and (iii) any such change, event, occurrence or circumstance that results from or arises out of (A) changes in general economic conditions, (B) changes affecting the industries and markets in which the Acquired Business operates (except to the extent that such changes have a materially disproportionate effect on the Purchased Assets, the Assumed Liabilities or the Acquired Business, in each case, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Seller operates), (C) changes in macroeconomic factors, interest rates, currency exchange rates or general financial or credit market conditions (except to the extent that such changes have a materially disproportionate effect on the Purchased Assets, the Assumed Liabilities or the Acquired Business, in each case, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Seller operates), (D) acts of God, war, terrorism, civil unrest or hostilities, (E) epidemic or pandemic outbreaks including any continuation thereof, (F) any change in law or its interpretation, administration or application or non-application by any Governmental Authority or in generally acceptable accounting principles, (G) any failure to meet any internal or publicly disclosed projections, forecasts, estimates or budgets of, or guidance relating to, revenue, cash flow, earnings or other financial metrics for any period, (H) any action taken (or omitted to be taken) by the Seller that is permitted under the Purchase Agreement or consented to in writing by the Buyer, (I) any announcement of the transactions contemplated by the Purchase Agreement, (J) any change or development in respect of any Excluded Asset, Excluded Liability or any matter disclosed pursuant to the terms of the Purchase Agreement, or (K) the pendency of the CCAA Proceedings and any action approved by, or motion made before, the Courts.

“NDA” means the confidentiality agreement between Quest Diagnostics Incorporated and the Seller dated January 2, 2025.

“Order” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“Parties” means the Seller and the Buyer collectively, and **“Party”** means either the Seller or the Buyer, as the context requires.

“Permits” has the meaning given to such term in the subparagraph (l) of the definition of Purchased Assets.

“Permitted Encumbrances” means, except to the extent otherwise provided in the Approval and Vesting Order, the Encumbrances listed in Schedule 1.1(kkkk) to the Purchase Agreement.

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity, however designated or constituted.

“Personal Information” means information about an identifiable individual, including Health Information, in the possession or under the control of the Seller.

“Plan” means any plan, arrangement, Contract, policy, or agreement that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, change of control, severance, pension, supplemental pension, retirement, group savings, stock option, stock purchase, stock appreciation, share unit, phantom stock, deferred compensation, health, welfare, medical, dental, disability, life insurance and any similar plans, arrangements, Contracts, policies, or agreements.

“Platform Device” collectively refers to the PocketECG Holter device, the Holter Patch device, and the Sleep Ring Dx device.

“Pre-Closing Tax Period” means, for a taxable period which includes (but does not end on) the Closing Date, such portion of taxable period apportioned between the Seller and the Buyer based on the number of days of such taxable period up to and including the Closing Date.

“Premises” means, collectively, the lands and premises which are leased to the Seller pursuant to the Real Property Leases.

“Privacy Consents” means all explicit or implied consents provided to the Seller by its customers or prospective customers, suppliers, employees or other users, respecting any agreement regarding the handling of Personal Information; or regarding the receipt of commercial electronic messages or the installation of computer programs, within the meaning of CASL.

“Purchased Assets” means all of the Seller’s right, title and interest in, to and under, or relating to, the assets, property and undertaking owned or used or held for use by the Seller in connection with the Acquired Business, as applicable but excluding the Excluded Assets, including without limitation the following properties, assets and rights: (a) all prepaid expenses, rents, workers’ compensation prepayments, prepaid insurance, ad valorem Taxes, of the Seller relating to the Acquired Business or the Purchased Assets, and all deposits of the Seller with any supplier, public utility, lessor under any Assumed Contract¹, or Governmental Authority, which shall include all other prepaid expenses, rents and deposits of the Seller set out and described in Schedule 2.1(a) to the Purchase Agreement; (b) all tangible personal property and other items that are owned by the Seller for use in the conduct of the Acquired Business or sale, license, rental, lease or other distribution in the ordinary course of business, or are being produced for sale, or are to be consumed, directly or indirectly, in the production of goods or services to be available for sale, of every kind and nature and wheresoever situated relating to the Acquired Business including inventories of raw materials, spare parts, work in progress, finished goods and by-products, operating supplies, packaging materials and accessories (including in each case those in possession of suppliers, customers and other third parties); (c) all machinery, technology and communications hardware and infrastructure, equipment, furnishings, furniture, parts, computer hardware, supplies, accessories, office equipment and other tangible personal and moveable property (other than inventory) owned by the Seller for use in or relating to the Acquired Business, whether located on the Seller’s premises or elsewhere, and all rights of the Seller under warranties, indemnities, licenses, and all similar rights of the Seller against third Persons with respect to the equipment, fixed assets and tangible assets referenced herein; (d) the leases (and ancillary agreements related thereto) and other agreements to lease or occupy the Premises entered into by, or assigned or subleased in favour of the Seller and listed in Schedule 2.1(d) to the Purchase Agreement, including all purchase options, prepaid rents, security deposits, rights to appurtenances and improvements, licenses and permits relating thereto and all leasehold improvements thereon (collectively, the **“Real Property Leases”**). If the Premises comprise more than one leased location, the Real Property Leases related to any one leased location are referred to as a **“Real Property Lease”**; (e) all Contracts to which the Seller is a party and listed and described in Schedule 2.1(e) to the Purchase Agreement, including the Real Property Leases, the Assumed Employee Plan Contracts, and together with any Contract assumed pursuant to the Purchase Agreement (but excluding any Excluded Contracts) (collectively, the **“Assumed Contracts”**); (f) all Intellectual Property owned or purportedly owned by the Seller and that is used or held for use in or otherwise relate to the Acquired Business (collectively, the **“Assumed Intellectual Property”**), including; (i) all trade-marks, trade names, business names, websites and domain names, certification marks, service marks, and other source indicators, and the goodwill of the foregoing and any business symbolized thereby, patents, copyrights, code, applications, systems, databases, data, website content, know-how, formulae, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property or proprietary rights, including those listed and described in

¹ Defined in the AVO as those Agreements listed in Schedule “E”.

Schedule 2.1(f) to the Purchase Agreement; (ii) all registrations and applications for registration thereof, including those listed and described in Schedule 2.1(f) to the Purchase Agreement; (iii) the right to obtain renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations or similar legal protections related thereto, including those listed and described in Schedule 2.1(f) to the Purchase Agreement; and (iv) the right to bring an action at law or equity for the infringement of the foregoing before the Closing Time, including the right to receive all proceeds and damages therefrom; (g) all software (including source code and object code form), computer hardware, licenses, and documentation therefor and rights therein owned by the Seller used in the Acquired Business, and any other information technology systems owned by the Seller and used in the Acquired Business, including all electronic data processing systems, program specifications, source codes, object code, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, training manuals and other related material (collectively, the “**IT Assets**”), including those listed and described in Schedule 2.1(g) to the Purchase Agreement; (h) the goodwill and other intangible assets of the Acquired Business and relating to the Purchased Assets, and information and documents of the Seller relevant thereto, including lists of customers and suppliers, credit information, telephone and facsimile numbers, email addresses, websites, research materials, research and development files, Confidential Information and the exclusive right of the Buyer to represent itself as carrying on the Acquired Business in succession to the Seller; (i) personnel and employment records relating to the Assumed Employees; (j) all Assumed Employee Plan Contracts and all trust funds or other entities holding assets (or, in the case of a dedicated bank account held by the Seller, the assets of such account), rights, and interests related to any Assumed Employee Plan; (k) all business and financial records and files of the Acquired Business, including the general ledger and accounting records relating to the Acquired Business, marketing materials, market research, all customer lists and lists of suppliers, information relating to any Tax imposed on the Purchased Assets, all operating manuals, plans and specifications, including all information and documentation required to obtain and maintain all Governmental Authorizations, and all of the right, interest and benefit, if any, thereunder and to and in the domain names, telephone numbers and facsimile numbers used by the Seller in the conduct of the Acquired Business, personnel and employment records relating to the Assumed Employees, and all records, files and information necessary for the Buyer to conduct or pursue the rights described in the subparagraph (n) of the definition of Purchased Assets; provided, however, that the Seller may retain copies of all books and records included in the Purchased Assets to the extent necessary or useful for the administration of the CCAA Proceedings or any Insolvency Proceedings in respect of the Seller or the filing of any Tax Return or compliance with any Applicable Law or the terms of the Purchase Agreement or related to the Excluded Assets; (l) the Governmental Authorizations issued to the Seller and required for the Acquired Business or the Purchased Assets from any Governmental Authority (collectively, the “**Permits**”), to the extent transferable to the Buyer or its permitted assignees (collectively, the “**Transferred Permits**”), including those listed and described in Schedule 2.1(l) to the Purchased Agreement; (m) (i) the Contracts of insurance, insurance policies and insurance plans of the Seller relating to the Purchased Assets or the Acquired Business, to

the extent transferable, including those listed and described in Schedule 2.1(m) to the Purchased Agreement, but other than those Contracts of insurance that are Excluded Contracts; (ii) any insurance proceeds net of any deductibles and retention recovered by the Seller under all other Contracts of insurance, insurance policies (excluding proceeds paid directly by the insurer to or on behalf of directors and officers under director and officer policies) and insurance plans relating to the Purchased Assets or the Acquired Business between the date of the Purchase Agreement and the Closing Date; and (iii) the full benefit of the Seller's rights to insurance claims (excluding proceeds paid directly by the insurer to or on behalf of directors and officers under director and officer policies) relating to the Purchased Assets or the Acquired Business and amounts recoverable in respect thereof net of any deductible; (n) any Claims, refunds, causes of action, rights of recovery, rights of set-off, subrogation and rights of recoupment of the Seller related to the Acquired Business or any of the Purchased Assets or any of the Assumed Liabilities, including those listed on Schedule 2.1(n), and the interest of the Seller in any litigation and in the proceeds of any judgment, order or decree issued or made in respect thereof in respect of occurrences, events, accidents or losses suffered prior to the Closing Time (but excluding any of the foregoing in respect of any of the Excluded Assets or Excluded Liabilities); and (o) all Personal Information held by the Seller and all Privacy Consents.

"Real Property Leases" has the meaning given to such term in the subparagraph (d) of the definition of Purchased Assets.

"Release" has the meaning prescribed in any Environmental Law and includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction.

"SISP" means the Sale and Investment Solicitation Process approved by the SISP Approval Order (as amended, restated, supplemented and/or modified from time to time).

"SISP Approval Order" means the Order granted by the Court on December 11, 2024 (as amended, restated, supplemented and/or modified from time to time), which, among other things, approved the SISP.

"Tax" and **"Taxes"** includes:

taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, deemed payment of taxes or obligation to repay an amount in respect of any COVID-19 related loan program or direct or

indirect wage, rent or other subsidy offered by a Governmental Authority, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada Pension Plan, Québec Pension Plan and other government pension plan premiums or contributions; and

any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee liability, operation of law or otherwise.

“Tax Returns” means any and all returns, reports, declarations, elections, designations, notices, forms, statements and other documents (including withholding Tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes.

“Transferred Permits” has the meaning given to such term in the subparagraph (l) of the definition of Purchased Assets.

[RELEVANT SCHEDULES TO THE m-HEALTH APA enclosed hereafter]

SCHEDULE 1.1(ss)
EMPLOYEE PLANS

1. *Group health and welfare plan administered by Benefit Health Benefit Solutions Inc. (dba "Benecaid") and GreenShield providing for extended health care, travel and dental benefit.*

SCHEDULE 1.1(kkkk)
PERMITTED ENCUMBRANCES

Encumbrances permitted in writing by the Buyer.

SCHEDULE 1.1(yyyy)
REQUIRED CONSENTS

1. *Consent from MEDICALgorithmics S.A. pursuant to the Strategic Alliance Agreement dated June 22, 2018 between MEDICALgorithmics S.A. and m-Health Solutions, Inc., as amended or supplemented by Amendment no. 1 dated June 15, 2020, Amendment no. 2 dated August 5, 2021, Amendment no. 3 dated January 27, 2022, Annex to the Strategic Alliance Agreement dated April 28, 2023, Amendment no. 4 dated July 24, 2023 and Amendment no. 5 dated June 11, 2024, and as further amended from time to time.*
2. *Consent from Hamilton Health Sciences Corporation pursuant to the Goods Supply Agreement dated January 1, 2025 between Hamilton Health Sciences Corporation and m-Health Solutions Inc.*
3. *HOLTER PATCH Health Canada Medical Device Licence issued in the name of the Buyer.*
4. *POCKETECG HOLTER Health Canada Medical Device Licence issued in the name of the Buyer.*
5. *SLEEP RING DX Health Canada Medical Device Licence issued in the name of the Buyer.*
6. *ISO 13485:2016 Certificate issued in the name of the Buyer.*

SCHEDULE 2.1(a)
PREPAID EXPENSES

See attached.

SCHEDULE 2.1(d)
REAL PROPERTY LEASES

1. *Lease agreement dated February 10, 2025 between 70 Frid Investments Inc. and m-Health Solutions Inc. for certain premises known as unit #3 located at 70 Frid Street, in Hamilton, Province of Ontario, L8P 4M4.*
2. *Lease agreement dated February 10, 2025 between 70 Frid Investments Inc. and m-Health Solutions Inc. for certain premises known as 3B located at 150 Chatham Street, in Hamilton, Province of Ontario, L8P 2B6.*

SCHEDULE 2.1(e)
ASSUMED CONTRACTS

1. *Strategic Alliance Agreement dated June 22, 2018 between MEDICALgorithmics S.A. and m-Health Solutions, Inc., as amended or supplemented by Amendment no. 1 dated June 15, 2020, Amendment no. 2 dated August 5, 2021, Amendment no. 3 dated January 27, 2022, Annex to the Strategic Alliance Agreement dated April 28, 2023, Amendment no. 4 dated July 24, 2023 and Amendment no. 5 dated June 11, 2024, and as further amended from time to time.*
2. *Lease agreement dated February 10, 2025 between 70 Frid Investments Inc. and m-Health Solutions Inc. for certain premises known as unit #3 located at 70 Frid Street, in Hamilton, Province of Ontario, L8P 4M4.*
3. *Lease agreement dated February 10, 2025 between 70 Frid Investments Inc. and m-Health Solutions Inc. for certain premises known as 3B located at 150 Chatham Street, in Hamilton, Province of Ontario, L8P 2B6.*
4. *Service Agreement for Machine to Machine Wireless Services dated June 25, 2020 between m-Health Solutions Inc. and Telus Communications Inc. c.o.b. TELUS, as assigned to 14018311 Canada Inc. pursuant to the Assignment and Novation Agreement dated November 10, 2022 between Health Solutions Inc., Telus Communications Inc. c.o.b. TELUS and 14018311 Canada Inc.*
5. *Business Systems Services Agreement dated January 1, 2025 between WW Works Inc. and m-Health Solutions Inc.*
6. *Goods Supply Agreement dated January 1, 2025 between Hamilton Health Sciences Corporation and m-Health Solutions Inc.*
7. *Service Agreement dated April 1, 2025 between Quinte Health and m-Health Solutions.*
8. *Service Agreement dated April 1, 2025 between Mohawk Medbuy Corporation and m-Health Solutions.*
9. *FedEx Transportation Services Agreement dated January 8, 2025 between FedEx and m-Health Solutions.*
10. *Agreement Activation Form dated November 15, 2021 between Canada Post Corporation and m-Health Solutions.*
11. *Services Agreement dated January 1, 2024 between m-Health Solutions Inc. and Blue Mango Health Partners.*
12. *All Independent Contractor Agreements or similar Contracts between m-Health Solutions Inc. and contractors serving m-Health Solutions Inc. in a Cardiac Technologist or similar capacity.*
13. *All Interpreting Physician Enrolment Forms or similar Contracts between m-Health Solutions Inc. and healthcare professionals serving m-Health Solutions Inc. in an interpreting physician or similar capacity.*

SCHEDULE 2.1(f)
ASSUMED INTELLECTUAL PROPERTY

Domain Names

<https://m-healthsolutions.com/>

Business Names

m-Health Solutions Inc.

Solutions m-Health

Logos



SCHEDULE 2.1(g)
IT ASSETS

See attached.

SCHEDULE 2.1(I)
PERMITS

Transferred Permits:

1. *ISO 13485:2016 Certificate Number 0148036 registered to m-Health Solutions Inc., with a certification effective date of May 18, 2023.*
2. *HOLTER PATCH Health Canada Medical Device Licence Number 100080*
3. *POCKETECG HOLTER Health Canada Medical Device Licence Number 102181*
4. *SLEEP RING DX Health Canada Medical Device Licence Number 110028*

SCHEDULE 2.1(m)
INSURANCE

1. *Errors and Omissions and Cyber Insurance for Information Technology Policy Number: TIP641786 issued to m-Health Solutions Inc. and managed by Victor Insurance Managers Inc.*
2. *General Commercial Liability Insurance Policy Number: TGL641786 issued to m-Health Solutions Inc. and managed by Victor Insurance Managers Inc.*

SCHEDULE 2.1(n)
ACTIONS, ETC.

None.

SCHEDULE 2.2(d)
EXCLUDED CONTRACTS

1. *Purchase and Sale Agreement dated July 2, 2024 between Merchant Capital Group LLC c.o.b. Greenbox Capital and m-Health Solutions Inc.*
2. *Agreement dated July 3, 2024 between Fundfi Canada Inc. and m-Health Solutions Inc.*
3. *All agreements between m-Health Solutions Inc. and the Excluded Individual.*

SCHEDULE 2.2(n)
LOANS

See attached.

SCHEDULE 2.2(q)
SCHEDULED EXCLUDED ASSETS

None.

SCHEDULE 2.4(i)
PRE-FILING DEBT

See attached.