

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

C A N A D A

PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-065011-245  
DATE: April 25, 2025

**IN THE PRESENCE OF THE HONOURABLE MARTIN F. SHEEHAN, J.S.C**

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

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

**9508503 CANADA INC.**

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

Debtors

-and-

**RAYMOND CHABOT INC.**

Monitor

-and-

**2705425 ALBERTA LTD.**

**2705428 ALBERTA LTD.**

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

**THE REGISTRAR OF THE ONTARIO PERSONAL PROPERTY REGISTRY**

**THE REGISTRAR OF THE ALBERTA PERSONAL PROPERTY REGISTRY**

**THE REGISTRAR OF THE SASKATCHEWAN PERSONAL PROPERTY REGISTRY**

**THE REGISTRAR OF THE MANITOBA PERSONAL PROPERTY REGISTRY**

Impleaded Parties

JS 1699

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**APPROVAL AND REVERSE VESTING ORDER  
(MEDICENTRES CANADA INC.)**

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- [1] **ON READING** the Application for the issuance of an (i) Approval and Vesting Order and an (ii) Approval and Reverse Order (the “**Application**”) filed by the Monitor on behalf of Elna Medical Group inc., 9508503 Canada Inc. and the other applicants listed in Schedule A hereto (the “**Applicants**”), the affidavit and the exhibits in support thereof, as well as the Monitor’s Fourth Report dated April 24, 2025;
- [2] **CONSIDERING** the service of the Application;
- [3] **CONSIDERING** the submissions of the attorneys present at the hearing;
- [4] **CONSIDERING** the initial order rendered on December 11, 2024, as amended and restated on December 17, 2024, February 12, 2025, March 10, 2025 and April 25, 2025 (as amended and restated from time to time, the “**Initial Order**”);
- [5] **CONSIDERING** that it is appropriate to issue an order approving the Transactions contemplated by the Subscription Agreement dated April 17, 2025, filed as Exhibit 8 of the Application (the “**Subscription Agreement**”) entered into by Medicentres Canada Inc. (the “**Corporation**”), and Medavie Inc. as buyer (the “**Buyer**”), including the reorganization (the “**Reorganization**”) contemplated by the Articles of Amendment, the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in Schedule 1.1(kk) of the Subscription Agreement.

**FOR THESE REASONS, the Court:**

- [6] **GRANTS** the Application.
- [7] **ORDERS** that capitalized terms used herein but not otherwise defined in this Order shall have the meaning ascribed to them in Schedule B to this Order.

**NOTIFICATION**

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

**APPROVAL OF THE TRANSACTIONS**

- [10] **AUTHORIZES** and **APPROVES** the Transactions, including the Reorganization, the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in Schedule 1.1(kk) of the Subscription Agreement and reproduced in **Schedule C** herein, the entering into and execution 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 Corporation, which is hereby authorized, ratified and approved, *nunc pro tunc*, of the Subscription Agreement and any ancillary documents, and the completion of

the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein, with such alterations, changes, amendments, deletions or additions thereto as may be agreed to with the consent of the Monitor.

- [11] **AUTHORIZES** and **APPROVES** the performance by the Corporation of its obligations under the Subscription Agreement and **AUTHORIZES** the Corporation and the Monitor (in such case, in its capacity as Monitor or for and on behalf of the Corporation as expressed at paragraph [10] above) to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and the Reorganization, including, without limitation, the filing of the Articles of Amendment in accordance with the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein.
- [12] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Corporation, ResidualCo 1 and ResidualCo 2 (both as defined below) and the Monitor, as the case may be, to proceed with the Transactions (including the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein) and no director or shareholder approval shall be required and no authorization, approval or other action by or notice to or filing with any governmental authority or regulatory body exercising jurisdiction in respect of the Corporation is required for the due execution, delivery and performance by the Monitor, the Applicants, ResidualCo 1 (as defined below) and ResidualCo 2 (as defined below) of the Subscription Agreement and the completion of the Transactions.

#### **REORGANIZATION AND CLOSING SEQUENCE**

- [13] **AUTHORIZES** and **RATIFIES** the incorporation of 2705425 Alberta Ltd. under the *Business Corporations Act* (Alberta), RSA 2000, c B-9 ("**ResidualCo 1**");
- [14] **AUTHORIZES** and **RATIFIES** the incorporation of 2705428 Alberta Ltd., under *Business Corporations Act* (Alberta), RSA 2000, c B-9 ("**ResidualCo 2**");
- [15] **ORDERS** the Registrar appointed under the *Business Corporations Act* (Alberta) to accept and receive any articles of incorporation, amendment, amalgamation, continuance or reorganization, and all other documents relating to the incorporation and organization of ResidualCo 1 and ResidualCo 2, or such other documents or instruments as may be required to permit or enable and effect the Transactions, filed by any of the Corporation, the Buyer, or the Monitor pursuant to or to give effect to the Transactions, as the case may be.
- [16] **AUTHORIZES** the Corporation, the Monitor, ResidualCo 1 and ResidualCo 2 to undertake and complete the Reorganization, the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in Schedule 1.1(kk) of the Subscription Agreement reproduced in **Schedule C** herein, the whole in the manner contemplated by the Subscription Agreement. Without limiting the generality of the foregoing, upon the Monitor's receipt of the Conditions Confirmations and the Cash to Close, **AUTHORIZES** and **DIRECTS** the Monitor to issue and serve the Monitor's certificate, substantially in the form attached as **Schedule D** hereto (the "**Monitor's Certificate**"), to the Applicants, ResidualCo 1, ResidualCo 2, the Buyer and the Service List. Immediately upon issuance of the Monitor's Certificate, the Closing Sequence and the Detailed Steps of the Closing Sequence set forth **Schedule C** herein shall occur.

- [17] **ORDERS** and **DECLARES** that the completion of the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein shall be deemed to occur in the manner, order and sequence specified herein, with such alterations, changes, amendments, deletions or additions thereto as are permitted under the Subscription Agreement, or as may otherwise be agreed to by the Corporation, the Monitor and the Buyer.
- [18] **ORDERS** and **DECLARES** that the Closing Sequence may be amended, altered or changed as may be agreed to by the Corporation, the Buyer and the Monitor, provided that such amendments, alterations or changes do not materially alter or impact the Transactions or the consideration which the Corporation and/or its applicable stakeholders will benefit from as part of the Transaction.
- [19] **ORDERS** the Registrar appointed under the *Business Corporations Act* (Alberta) to file the Articles of Amendment upon receipt of such Articles of Amendment, issue a certificate of amendment in accordance with section 178 of the *Business Corporations Act* (Alberta).
- [20] **ORDERS** that all amounts payable to any holder of Existing Shares shall constitute Excluded Liabilities and shall be transferred, to ResidualCo 1, in accordance with the terms of this Order, at the time specified in the Closing Sequence as set forth in paragraph [16] hereof and in the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein.

#### **EXECUTION OF DOCUMENTATION**

- [21] **AUTHORIZES** and **ORDERS** the Corporation, ResidualCo 1, ResidualCo 2 and the Monitor (in its capacity as Monitor and in the capacity described at paragraph [10] above, as the case may be), ResidualCo 1 and ResidualCo 2, as the case may be, to perform all acts, sign all documents, file all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking, including without limitation, articles of amendment, amalgamation, continuance or reorganization, or such other documents or instruments as may be required to permit or enable and effect the Transactions, and such articles, and documents stipulated in the Subscription Agreement, with such alterations, changes, amendments, deletions or additions thereto as may be agreed to with the consent of the Corporation, the Monitor and the Buyer, and any other ancillary documents which could be required or useful to give full and complete effect thereto and to implement the Transactions, including without limitation, the Reorganization, the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein and all such instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal, provincial or territorial law to obtain partner, director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required by law to effect the Transactions.

#### **VESTING OF SUBSCRIBED SHARES AND TRANSFER OF EXCLUDED ASSETS, EXCLUDED CONTRACTS AND EXCLUDED LIABILITIES**

- [22] **ORDERS** and **DECLARES** that upon the issuance of the Monitor's Certificate (the "**Effective Date**"), the following shall be deemed to occur in accordance with the Closing Sequence as set forth in paragraph [16] hereof the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein:

- a) all Assumed Liabilities shall be retained by the Corporation, and the Corporation will retain the Retained Assets and the Retained Contracts, in each case, free and clear of any Liabilities, Claims, and Encumbrances, including, without limiting the generality of the foregoing, any Encumbrances or charges created by any Order of the Court, other than the Permitted Encumbrances and Assumed Liabilities, which shall be expunged and discharged as against the Subscribed Shares, the Retained Contracts, and the Retained Assets, as applicable;
- b) all of the Corporation's right, title and interest in and to the Excluded Assets and the Excluded Contracts (including, for certainty, the right to receive the Cash to Close) shall vest absolutely and exclusively in the name of ResidualCo 2 and all Claims and Encumbrances attached to the Excluded Assets and the Excluded Contracts shall continue to attach to the Excluded Assets and the Excluded Contracts with the same nature and priority as they had immediately prior to their transfer;
- c) all of the Corporation's right, title and interest in and to the Cash and Cash Equivalents shall vest absolutely and exclusively in the name of ResidualCo 1 and all Claims and Encumbrances attached to the Cash and Cash Equivalents shall continue to attach to the Cash and Cash Equivalents with the same nature and priority as they had immediately prior to their transfer;
- d) all Excluded Liabilities shall be transferred to, assumed by, and vest absolutely and exclusively in the name of ResidualCo 1, and the Excluded Liabilities shall be novated and become obligations of ResidualCo 1 and not obligations of the Corporation, and the Corporation shall be forever released and discharged from such Excluded Liabilities, and all Encumbrances securing the Excluded Liabilities shall be forever released and discharged in respect of the Corporation (but not ResidualCo 1), provided that nothing in this Order shall be deemed to cancel any Encumbrances expressly permitted by the Subscription Agreement as Permitted Encumbrances or Assumed Liabilities;
- e) the nature and priority of the Excluded Liabilities and any and all Claims assumed by ResidualCo 1, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to and assumption by ResidualCo 1;
- f) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgements, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against the Corporation in respect of the Excluded Liabilities, the Excluded Contracts, or the Excluded Assets, shall be permanently enjoined, waived, discharged, released, cancelled and barred;
- g) any Person that, prior to the Closing Date, had a valid right or Claim against the Corporation in respect of the Excluded Liabilities shall no longer have such Claim against the Corporation, but will have an equivalent Claim against ResidualCo 1 in respect of the Excluded Liabilities from and after the Closing Date in its place and stead, with the same attributes and rights resulting from existing defaults of the Corporation, and nothing in this Order limits, lessens, modifies (other than by change of debtor) or extinguishes the Excluded Liabilities or the Claim of any

Person as against ResidualCo 1 which shall be the sole and exclusive debtor of the Claim;

- h) any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, warrants, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with share capital of the Corporation, that were existing prior to the Reorganization, the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein, if any, shall be deemed terminated and cancelled;
- i) all Encumbrances or charges created by order of this Court, and all charges or security evidenced by registration, publication or filing pursuant to the Civil Code of Québec in movable property, in the personal property registry systems of the provinces of Ontario, Alberta, Saskatchewan and Manitoba or any other personal or real property registry systems and, for greater certainty, all Encumbrances other than the Permitted Encumbrances, affecting or relating to the Subscribed Shares be cancelled and discharged as against the Subscribed Shares, in each case effective as of the applicable time and date of the Monitor's Certificate;
- j) for the avoidance of doubt, the Corporation, the Buyer and their respective Affiliates shall not retain or assume, as applicable, and shall have no liability in respect of any of the Excluded Liabilities or any Claim arising in connection with any of the foregoing;

[23] **ORDERS** that upon issuance of the Monitor's Certificate and upon filing of a true copy of this Order, together with any applicable registration fees, all governmental authorities (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and true copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the Subscription Agreement.

[24] **DECLARES** that the present Order does not prevent the Canada Revenue Agency (or any other federal entity, department or agency that has a right of set-off with Canada Revenue Agency) (the "**Federal Crown**") and the Agence du Revenu du Québec (or any other provincial entity, department or agency that has a right of set-off with Agence du Revenu du Québec) (the "**Provincial Crown**"), to set off or compensate, if applicable:

- a) On the one hand, any claim of the Federal Crown or the Provincial Crown against the Corporation, and, on the other, any claim of the Corporation against such Federal or Provincial Crown, provided that the aforementioned claims shall both be pertaining to periods prior to the filing date (December 11, 2024);
- b) On the one hand, any claim of the Federal Crown or the Provincial Crown against the Corporation, and, on the other, any claim of the Corporation against such Federal or Provincial Crown, provided that the aforementioned claims shall both be pertaining to periods between the filing date (December 11, 2024) and the Effective Date.

## CANCELLATION AND DISCHARGE OF SECURITY REGISTRATIONS

- [25] **ORDERS** and **DIRECTS**, that upon presentation of the required form with a true copy of this Order and the Monitor's Certificate, and payment of the required fees:
- a) the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Corporation in any of the Retained Assets, including those registered Encumbrances listed under the heading "Alberta" in Schedule E hereto;
  - b) the Registrar of the Manitoba Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Manitoba Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Corporation in any of the Retained Assets, including those registered Encumbrances listed under the heading "Manitoba" in Schedule E hereto;
  - c) the Registrar of the Saskatchewan Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Saskatchewan Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Corporation in any of the Retained Assets, including those registered Encumbrances listed under the heading "Saskatchewan" in Schedule E hereto; and
  - d) the Registrar of the Ontario Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Ontario Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Corporation in any of the Retained Assets, including those registered Encumbrances listed under the heading "Ontario" in Schedule E hereto; and
  - e) the Registrar of the Register of Personal and Movable Real Rights is hereby directed, to reduce, those registered Encumbrances listed in listed under the heading "Québec" of Schedule E hereto, in connection with the Retained Assets.

## RETAINED CONTRACTS

- [26] **ORDERS** that, upon the issuance of the Monitor's Certificate, all of the Retained Contracts, shall be retained by the Corporation, and shall, subject only to the payment of any applicable Cure Costs, in accordance with paragraph [27] hereof, remain in full force and effect;
- [27] **ORDERS** that following the issuance by the Monitor of the Monitor's Certificate and at the time and manner specified in the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein, all Cure Costs in respect of a Retained Contracts (as such Contracts are identified at Schedule 1.1(uuuu) of the Subscription Agreement) shall be deemed to be fully and finally satisfied by and upon the payment, within ten (10) business days of the issuance of the Monitor's Certificate, by the Monitor,

for and on behalf of the Corporation, of the amounts identified as "Cure Costs" payable to such Retained Contract Counterparty in Schedule F;

[28] **ORDERS** that effective immediately upon the issuance of the Monitor's Certificate:

- a) the retention by the Corporation of the Retained Contracts is hereby declared to be valid and binding upon all of the counterparties to such Retained Contracts;
- b) such Retained Contracts shall be subject to all provisions of this this Order including in relation to the retention of the Retained Contracts, free and clear of all Claims, Liabilities (other than Assumed Liabilities), and Encumbrances.

[29] **ORDERS** that from and after the time specified in the Closing Sequence as set forth in paragraph [16] hereof and the Detailed Steps of the Closing Sequence set forth in set forth in **Schedule C** herein, no counterparty under any Retained Contract, nor any other person, upon the retention by the Corporation of any Retained Contract hereunder, may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right, entitlement or remedy (including any right of set-off) or make any demand under or in respect of such Retained Contract and no automatic termination will have any validity or effect, by reason of

- a) any circumstance that existed or event that occurred on or prior to the Effective Date that would have entitled such Retained Contract Counterparty to enforce those rights or remedies or caused an automatic termination to occur, including any monetary defaults or defaults or events of default arising as a result of the insolvency of the Corporation or the cessation of the Corporation or of its Affiliates' normal course business operations;
- b) the insolvency of the Corporation or the fact that it sought or obtained relief under the CCAA;
- c) any releases, discharges, cancellations, transactions or other steps taken or effected pursuant to the Subscription Agreement, the Transactions, the provisions of this Order or any other Order of the Court in these proceedings; or
- d) any change of control of the Corporation or its Affiliates arising from the implementation of the Transaction, or any anti-assignment or similar provision restricting assignment or requiring the consent of any Person to an assignment or a change of control in a Retained Contract and, for greater certainty, the Transactions and their implementation shall be deemed not to constitute a change in ownership or change in control under any Retained Contract.

and, all such counterparties and persons shall be permanently and forever stayed, enjoined, barred, and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Corporation in respect of the Assumed Liabilities and obligations accruing, arising, or continuing after the applicable time specified in paragraph [28] of this Order.

[30] **ORDERS** that on the Effective Date, all Retained Contract Counterparties shall be deemed to have waived any and all defaults then existing or previously committed by the Corporation or caused by the Corporation, directly or indirectly, or non-compliance with

any covenant, positive or negative pledge, warranty, representation, term, provision, condition or obligation, express or implied, in any Retained Contract arising from the commencement or existence of these CCAA proceedings (including any deferral or interruption of payments and any incurrence of or creation of charges arising from or relating to any such proceedings), the insolvency of the Corporation or the Applicants or the entering into the Subscription Agreement or any other agreement or document in connection with the Transactions, and the completion of the Transactions, including as a result of any of the matters or events listed in paragraph [29] hereof, and any and all notices of default or termination and demands for payment under or in connection with any Retained Contracts shall be deemed to have been rescinded and of no further force nor effect.

- [31] **ORDERS**, provided the amount in respect of the Cure Costs is paid to the Monitor as part of the Closing Sequence and the Detailed Steps of the Closing Sequence set forth in **Schedule C** herein, as contemplated by the Subscription Agreement and this Order, that the Monitor shall make payment of Cure Costs to the counterparties to the Retained Contracts on behalf of the Corporation, in accordance with and in the amounts set out in Schedule 1.1(tttt) of the Subscription Agreement, within ten (10) business days of the issuance of the Monitor's Certificate.
- [31A] **ORDERS**, in accordance with subparagraph 42b) herein, with respect to the amounts owed and secured by the MRP Charge, that the Monitor shall send within five (5) days of the issuance of this Order to each of the doctors affiliated with the Corporation, and other affiliated individual healthcare providers, as applicable, a letter (i) indicating the amounts which are owed under the MRP (according to information provided by the Corporation), (ii) requiring confirmation of such amounts as well as information and payment details of same, or any correction deemed necessary, with supporting documentation, and (iii) advising that, within ten (10) business days upon receipt of such confirmation or determination of any disputed amount, and subject to the issuance of the Monitor's Certificate, payment will be issued in accordance with the information on record or as corrected by the beneficiaries of the MRP Charge.
- [31B] **ORDERS**, that payment of the amounts owed and secured by the MRP Charge in accordance with paragraph [31A] shall be deemed to constitute and shall have the same effect as payment of Cure Costs to such Retained Contract Counterparty.

#### **ASSIGNMENT OF POST-CLOSING RETAINED CONTRACTS**

- [32] **DECLARES** that the Buyer shall be entitled to notify the Monitor in writing, no later than sixty (60) days following the Effective Date, that it seeks the post-closing assignment of ResidualCo 2's rights, benefits, obligations and interests under one or more Contracts which do not form part of the Retained Contracts (a "**Proposed Post-Closing Assignment**" and each such agreement being a "**Proposed Post-Closing Retained Contract**").
- [33] **ORDERS** that the Monitor, within five (5) business days of receipt of a notice of a Proposed Post-Closing Assignment, to review such assignment and:
- a) if the Monitor approves the Proposed Post-Closing Assignment, to send one or more notices of the Proposed Post-Closing Assignment to the parties to the Proposed Post-Closing Retained Contracts substantially in the form of the draft

notice of assignment attached hereto as Schedule G (the “**Notice of Assignment**”); or

- b) if the Monitor does not approve the Proposed Post-Closing Assignment, to inform the Buyer, in writing of its decision (the “**Monitor’s Notice**”).

[34] **DECLARES** that:

- a) if a contractual counterparty to the Proposed Post-Closing Retained Contracts has notified the Monitor of its opposition to the Proposed Post-Closing Assignment within five (5) business days of the receipt of the Notice of Assignment; or
- b) if the Monitor has issued the Monitor’s Notice;

the Monitor, the Corporation or the Buyer shall be entitled to apply to this Court to seek the assignment of such Proposed Post-Closing Retained Contracts.

[35] **ORDERS** that, if no party to a Post-Closing Retained Contract has notified the Monitor 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 H hereto (the “**Post-Closing Assignment Certificate**”).

[36] **ORDERS** and **DECLARES** that upon the issuance of a Post-Closing Assignment Certificate by the Monitor and payment by the Corporation of the Cure Costs associated with the Proposed Post-Closing Assignment, the rights, benefits, obligations and interests of ResidualCo 2 under the agreements referenced in such Post-Closing Assignment Certificate (the “**Post-Closing Retained Contracts**”) shall be automatically and irrevocably assigned to the Corporation without any further consents or approvals of this Court and shall be treated as a Retained Contract, and the counterparties to such contracts shall be treated as counterparties to a Retained Contract, that are subject to this Order as if they represented a Retained Contract as of the Effective Date. For greater certainty, there shall be no adjustment to the Subscription Price as a result of the assignment of a Contract pursuant to a Post-Closing Assignment Certificate.

[37] **ORDERS** the Monitor to issue a certificate substantially in the form appended as Schedule I hereto (the “**Post-Closing 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 Assignment is required; (b) the 81<sup>st</sup> day following Closing Time, unless on that day any application referred to in paragraph [34] has not been finally determined; and (c) on the first day on which all applications referred to in paragraph [34] shall have been withdrawn or finally determined, if on the 81<sup>st</sup> day following Closing Time any such application had not been finally determined.

## **CCAA DEBTORS**

[38] **ORDERS** that:

- a) ResidualCo 1 and ResidualCo 2 are companies to which the CCAA applies;

- b) ResidualCo 1 and ResidualCo 2 shall be automatically added as Debtors in these CCAA proceedings and any reference in any Order of this Court in respect of these CCAA proceedings to “Debtor(s)” or “Applicant(s)” shall also refer to ResidualCo 1 and ResidualCo 2 *mutadis mutandis* and, for greater certainty, each of the CCAA Charges (as such term is defined in the Initial Order) shall also constitute a charge on the property of ResidualCo 1 and ResidualCo 2;
- c) the CCAA proceedings of ResidualCo 1 and ResidualCo 2 and those of the other Applicants are consolidated under this single Court file, bearing file number 500-11-065011-245; and
- d) the consolidation of these CCAA proceedings in respect of ResidualCo 1 and ResidualCo 2 shall be for administrative purposes only and shall not effect a consolidation of the assets and property or of the debts and obligations of each of the Applicants.

[39] **ORDERS** that as of the Effective Date, the Corporation shall be deemed to cease to be a debtor in these CCAA proceedings and shall be deemed to be released from the purview of any order of this Court granted in respect of these CCAA proceedings, save and except for the present Order, the terms of which shall continue to apply in all respects, save and except as might be necessary to have the present Order recognized in a foreign jurisdiction.

[40] **ORDERS** and **DECLARES** that, upon the issuance of the Monitor’s Certificate, the Initial Order shall be amended by:

- a) Adding ResidualCo 1 and ResidualCo 2 as Debtors in Schedule A; and
- b) Deleting the Corporation from Schedule A.

#### **NET PROCEEDS**

[41] **ORDERS** that the Cash Component (as defined in the Subscription Agreement) shall be remitted to the Monitor and shall be distributed in accordance with this Order, the Initial Order and any future order of the Court.

[42] **AUTHORIZES** and **ORDERS** the Monitor, on or following the Effective Date, to make distributions from the Cash Component (the “**Distributions**”), subject to the Reserve Amount created pursuant to the Subscription Agreement, to:

- a) Pay, on behalf of the Corporation, the Cure Costs; and
- b) Pay, on behalf of the Corporation, the amounts that may be owed under the CCAA Charges, as authorized in accordance with paragraph 28 of the Initial Order, including in particular any amount owing and secured under the MRP Charge, the Medicentres KERP Charge and the DIP Charge (as such terms are defined in the Initial Order).

[43] **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 Distributions in accordance with this Order or otherwise.

- [44] **ORDERS** that any portion of the Cash Component which does not form part of the Distributions, in accordance with this Order, shall be held by the Monitor to be used, *inter alia* in accordance with paragraph 3.5 of the Subscription Agreement, until further Order of this Court and treated in accordance with paragraphs 28 and 30 of the Initial Order.
- [45] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances affecting the assets of the Corporation that are to be discharged or vested out pursuant to this Order, the Cash Component and the Excluded Liabilities Promissory Note shall stand in the place and stead of the Corporation's assets and, upon payment of the Subscription Price by the Buyer, all such Encumbrances, other than the Permitted Encumbrances, shall attach to the Cash Component (net of any Distributions) and the Excluded Liabilities Promissory Note with the same priority as they had with respect to the Corporation's assets immediately prior to the Transactions, as if the Transactions had not taken place and the Corporation remained in the possession or control of the person having that possession or control immediately prior to the sale.

#### **CERTAIN ADDITIONAL TRANSACTION MATTERS**

- [46] **ORDERS** and **DECLARES** that the transfers, sales, assignments, and payments made pursuant to this Order, including, for greater certainty, as part of the Transaction and pursuant to the Subscription Agreement are made at the fair market value.
- [47] **ORDERS** and **DECLARES** that any distributions, transfers, sales, assignments, disbursements or payments made under this Order, including, for greater certainty, pursuant to the Transactions, shall not constitute a "distribution" by any Person and the Buyer, the Monitor and the Corporation (including, for the avoidance of doubt, ResidualCo 1 and ResidualCo 2), in making any such distributions, transfers, assignments, disbursements or payments, as applicable, is merely a disbursing agent under this Order, including, for greater certainty, pursuant to the Transactions, and is not exercising any discretion in making such distributions, transfers, assignments, sales, disbursements or payments and no Person is "distributing" any assets or funds, and the Buyer, the Monitor and the Corporation and any other Person shall not incur any liability in respect of distributions, transfers, assignments, sales, disbursements or payments made by it and the Buyer, the Monitor, the Corporation and any other Person is hereby forever released, remised and discharged from any Claims against it, arising in respect of or as a result of distributions, transfers, assignments, sales, disbursements or payments made by it in accordance with this Order, including, for greater certainty, pursuant to the Transactions, and any Claims of this nature are hereby forever barred.
- [48] **ORDERS** and **DECLARES** that on the Effective Date, any agreement, contract, plan, option, indenture, deed, subscription right, conversion rights, pre-emptive rights, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person and are convertible or exchangeable for any securities of the Corporation, or which require the issuance, sale or transfer by the Corporation of any shares or other securities of the Corporation and/or the share capital of the Corporation, or otherwise relating thereto, or any other document or instrument governing and/or having been created, granted in

connection with the equity interests of the Corporation shall be deemed terminated and cancelled.

- [49] **DECLARES** that on the Effective Date, the Transactions shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*.
- [50] **ORDERS** and **DIRECTS** the Monitor to serve on 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 possible after the issuance thereof.
- [51] **ORDERS** that the Monitor may rely on written notice from the Corporation and the Buyer regarding the fulfillment of conditions to closing under the Agreement and shall have no liability with respect to delivery of the Certificate.

#### **PROTECTION OF PERSONAL INFORMATION**

- [52] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), subsection 18.4 of the *Act respecting the protection of personal information in the private sector* (Québec) or any similar provision of any applicable legislation, the Applicants and the Monitor are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Applicants and the Applicants' records pertaining to the Corporation's past and current employees. 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 Applicants.

#### **VALIDITY OF THE TRANSACTION**

- [53] **ORDERS** that, notwithstanding:
- a) the pendency of these CCAA proceedings;
  - b) any applications for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of the Applicants, ResidualCo 1 and ResidualCo 2; and
  - c) any assignment in bankruptcy made in respect of the Applicants and ResidualCo 1 and ResidualCo 2,

the implementation of the Transactions, including the transfer of the Excluded Assets to ResidualCo 1 and the transfer of the Excluded Liabilities to ResidualCo 2, and the implementation of the Transactions under and pursuant to the Subscription Agreement; (i) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and ResidualCo 1 and ResidualCo 2 and shall not be void or voidable by creditors of the Applicants and ResidualCo 1 and ResidualCo 2, as applicable; (ii) shall not constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal, provincial or territorial legislation; and (iii) shall not constitute nor be deemed to be oppressive or unfairly prejudicial conduct by the Applicants, ResidualCo

1 and ResidualCo 2 or the Released Parties (as defined below) pursuant to any applicable federal, provincial or territorial legislation.

## RELEASES

- [54] **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 Corporation 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 Corporation or its assets, business or affairs, or prior dealings with the Corporation, wherever or however conducted or governed, the administration and/or management of the Corporation 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, and are not vested nor transferred to ResidualCo 1 or ResidualCo 2 or to any other entity and are extinguished, 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.
- [55] **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

- [56] **PRAYS ACT** of the Report.
- [57] **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.
- [58] **DECLARES** that, subject to other orders of this Court made in these CCAA Proceedings, nothing herein contained shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the assets of the Corporation. The Monitor shall not, as a result of this Order, be deemed to be in possession of any assets of the Corporation within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.
- [59] **DECLARES** that the Monitor, the Corporation, their employees and representatives shall not be deemed directors of ResidualCo 1 or ResidualCo 2, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability

arising out of or in connection with the gross negligence or willful misconduct of the Monitor or the Corporation.

- [60] **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.
- [61] **ORDERS** that the Monitor may from time to time apply to this Court for advice and directions in connection with the discharge of its respective powers and duties under this Order or any matter related to this Order.
- [62] **ORDERS** that the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances as against the assets of the Corporation.
- [63] **ORDERS** that Exhibit R-8 of the Application (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 all circumstances until such time as 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 in the Initial Order).
- [64] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [65] **DECLARES** that the Buyer and the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice (subject to the Buyer and the Monitor giving each other five (5) business days' notice), to any other court or administrative body, whether in Canada, or elsewhere, for orders which aid and complement the Order and, without limitation to the foregoing. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to Buyer and the Monitor as may be deemed necessary or appropriate for that purpose.
- [66] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body in Canada, the United States of America or elsewhere, to give effect to this Order and to assist the Monitor, the Applicants, the Buyer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby requested to make such orders and to provide such assistance to the Monitor, the Buyer and the Applicants as may be necessary or desirable to give effect to this Order.
- [67] **ORDERS** the provisional execution of this 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  
14:49:45 -04'00'

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**The Honourable Martin F. Sheehan, J.S.C.**

Date of hearing: April 25, 2025

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

MTRE JOCELYN PERREault  
MTRE MARC-ÉTIENNE BOUCHER  
(MCCARTHY TÉTRAULT LLP)  
COUNSEL TO THE MONITOR

MTRE BRANDON FARBER  
MTRE ÉLIANE DUPÉRE-TREMBLAY  
(FASKEN MARTINEAU DUMOULIN LLP)  
COUNSEL TO MEDAVIE INC.

**Schedule A List of CCAA PARTIES**

- 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 Defined Terms

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

- (a) **“Accounts Receivable”** means all accounts receivable, trade accounts, notes receivable, book debts and other debts (other than cash on hand and deposit accounts held with banks and other financial institutions) of the Corporation due, accruing and payable to the Corporation which arise from services performed on or prior to the Closing Date.
- (b) **“Acquired Business”** means the network of healthcare clinics operating under the “Medicentres” name located in Alberta, Saskatchewan, Manitoba and Ontario.
- (c) **“Administration Charge”** has the meaning given to it in the Second Amended and Restated Initial Order, as amended from time to time.
- (d) **“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.
- (e) **“Agreement”** means the Subscription Agreement, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Subscription Agreement in its entirety, and unless otherwise indicated, references to Articles and Sections are to Articles and Sections in the Subscription Agreement.
- (f) **“Agreement Date”** means April 17, 2025.
- (g) **“Amended and Restated Initial Order”** means the amended and restated initial order that the Court granted on December 17, 2024, approving, among other things, the DIP Facility, the MRP, and the Key Employee Retention Plan.

- (h) **“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 this Agreement, the ELNA Group Entities, including the Corporation, the Buyer, the Acquired Business, or any of the Subscribed Shares, Retained Assets or the Assumed Liabilities.
- (i) **“Approval and Vesting Order”** means an order, in substantially the form attached as a Schedule to the Subscription Agreement, granted by the Court which: (i) approves the Transactions; (ii) confirms the retention by the Corporation of the Retained Contracts; (iii) vests out of the Corporation all Excluded Assets, Excluded Contracts and Excluded Liabilities; and, (iv) discharges all Claims and Encumbrances against the Corporation and the Retained Assets, save and except only the Permitted Encumbrances and Assumed Liabilities; (v) authorizes and directs the Corporation to file Articles of Amendment to (A) change the conditions in respect of its authorized and issued share capital to provide for a retraction right in favour of the Corporation; and (B) provide for a new class of Common Shares containing such share terms as are acceptable to the Buyer; (vi) retracts and cancels all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of the Corporation, if any (other than the rights of the Buyer under this Agreement), for nominal consideration; (vii) authorizes and directs the Corporation to issue the Subscribed Shares, and vests in the Buyer (or as it may direct) all right, title and interest in and to the Subscribed Shares; and (viii) grants such other or ancillary relief as may be necessary or advisable to give effect to the foregoing, including, without limitation: any directions or Orders concerning ResidualCo 1 or ResidualCo 2 or their operations or management following the completion of the Closing Sequence.
- (j) **“Articles of Amendment”** means the articles of amendment in respect of the Corporation, as may be amended, and as required to give effect to the proposed reorganization, pursuant to the Approval and Vesting Order and the Business Corporations Act, RSA 2000, c B-9, which Articles of Amendment shall, among other things, provide for the creation of a new class of common shares, which will constitute the Subscribed Shares and provide for a right of retraction with respect to all issued and outstanding shares in the capital of the Corporation.

- (k) **“Assumed Liabilities”** means (a) Liabilities which relate to the Acquired Business under any Retained Contracts and arising out of events or circumstances and which become due and owing after the Closing (but excluding, for greater certainty, any Cure Costs and the Excluded Liabilities Promissory Note, which shall be paid in accordance with the Subscription Agreement); (b) all Liabilities arising from the possession, ownership or use of the Retained Assets following Closing; (c) all Liabilities owing by the Corporation relating to Permits for any Retained Assets or Retained Contracts; (d) all Liabilities with respect to any vacation entitlement and notice entitlement upon termination of employment of the Retained Employees; (e) all Liabilities of the Corporation which relate to payment obligations to physicians in respect of services performed under any Retained Contracts on or prior to the Closing Date and for which a corresponding Account Receivable is a Retained Asset; and (f) all Assumed Interim Payables.
- (l) **“Assumed Interim Payables”** means (i) all trade payables relating to the Acquired Business or the Retained Assets incurred on or after the Filing Date, (ii) all accrued and unpaid salaries of the Employees of the Corporation from the Filing Date up to the Closing Date (including for greater certainty any and all related amounts to be deducted and remitted to tax authorities and any payroll taxes, employer Employment Insurance contributions or similar amounts to be paid in connection with such salaries); and (iii) all amounts outstanding or accruing from the Filing Date up to and including the Closing Date in respect of sales, use, value-added or similar Taxes payable or remittable by the Corporation to a Tax Authority (including without limitation any such Taxes relating to the Acquired Business) in respect of any period (or portion thereof).
- (m) **“Books and Records”** means all books and records of the Corporation, including minute books, annual returns filed with corporate registry, books of account, ledgers, general, financial and accounting records, Tax Returns and other records in the possession and control of the Corporation as of the Agreement Date.
- (n) **“Business Day”** means any day, other than a Saturday or Sunday, on which the principal commercial banks in Montréal, Québec are open for commercial banking business during normal banking hours.
- (o) **“Buyer”** means Medavie Inc., a corporation governed by the laws of Nova Scotia.
- (p) **“Buyer’s Appointees”** means such Persons as the Buyer may identify in writing delivered to the Corporation, at least three (3) Business Days prior to Closing, who will be deemed to be appointed as the directors and officers of the Corporation, as applicable, in accordance with the Closing Sequence,

- (q) **“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 ELNA Group Entities (but specifically excluding any cash payable by the Buyer to the Corporation or any other Elna Group Entity pursuant to this Agreement).
- (r) **“Cash Component”** means, collectively, all cash payments made, by the Buyer to the Monitor or the Corporation, in accordance with the Subscription Agreement, including, but not limited to, the Cure Costs, the Cash to Close and the Deposit.
- (s) **“Cash to Close”** means, an amount sufficient to satisfy the remaining portion of the Subscription Price after accounting for the Deposit and the payment of Cure Costs, less the Estimated Assumed Interim Payables and the Reserve Amount.
- (t) **“CCAA”** means the *Companies’ Creditors Arrangement Act (Canada)*.
- (u) **“CCAA Proceedings”** means the proceedings initiated by the ELNA Group Entities before the Court under the CCAA on December 11, 2024.
- (v) **“CFO”** shall mean Crowe BGK LLP, pursuant to the powers afforded to same in accordance with the provisions the Initial Order.
- (w) **“Claims”** includes all claims, demands, complaints, grievances, actions, applications, suits, causes of action, oppositions, administrative proceedings, Orders, charges, indictments, prosecutions, information 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.
- (x) **“Closing”** means the completion of subscription of the Subscribed Shares pursuant to this Agreement at the Closing Time, and all other Transactions contemplated by this Agreement that are to occur contemporaneously with the subscription of the Subscribed Shares.
- (y) **“Closing Date”** means a date no later than five (5) Business Days after the conditions set forth in the Subscription Agreement have been satisfied (or such other date agreed to by the Parties in writing, in consultation with the Monitor), other than the conditions set forth in the Subscription Agreement

that by their terms are to be satisfied or waived at the Closing; provided that, the Closing Date shall be no later than the Sunset Date.

- (z) **“Closing Documents”** means all contracts, agreements and instruments required by this Agreement to be delivered by or on behalf of a Party at or before the Closing.
- (aa) **“Closing Sequence”** means the steps and sequence of the Transactions as included in Schedule C, herein.
- (bb) **“Closing Statement”** means the final version of the Draft Closing Statement.
- (cc) **“Closing Time”** means 00:01 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.
- (dd) **“Conditions Confirmations”** means the confirmations provided by the Corporation and the Buyer confirming that the conditions of Closing have been satisfied.
- (ee) **“Confidential Information”** means non-public, confidential, personal or proprietary information which is furnished to the Buyer by the ELNA Group Entities or any of the ELNA Group Entities’ representatives, including the CFO, or the Monitor, including, without limitation, information about identifiable individuals, any information relating to the ELNA Group Entities and their affiliates, or any customer or supplier of the ELNA Group Entities, 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 this 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.
- (ff) **“Contracts”** means contracts, licenses, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the Corporation is a party or by which the Corporation or any of its assets are bound or under which the Corporation 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 Retained Assets, including Real Property Leases and Personal Property Leases and includes quotations, orders, proposals or tenders which remain open for acceptance

and warranties and guarantees, and includes all amendments, modifications, supplements and notices in relation thereto.

- (gg) **“Corporation”** means Medicentres Canada Inc.
- (hh) **“Court”** means, the Superior Court of Québec (Commercial Division) in the District of Montréal.
- (ii) **“Cure Costs”** means, as the context may require:
- (i) aggregate amount owing in relation to any monetary defaults under the Retained Contracts, as identified in the Subscription Agreement, which would be required to be paid, under section 11.3(4) of the CCAA, in order to obtain an Order under section 11.3(1) of the CCAA, assigning the rights and obligations of any of the Corporation thereunder, to the Buyer, as at the date of Closing; excluding, for greater certainty, those amounts arising by reason only of the Corporation’s insolvency, the commencement of the CCAA Proceedings, or the Corporation’s failure to perform a non-monetary obligation; or,
  - (ii) the aggregate amount of moneys paid to any counterparty under a Retained Contract to obtain such counterparty’s consent to its assignment.
- provided, however, that any amounts which are specifically included or referred to in the definition of “Assumed Liabilities” and any amounts otherwise payable under the MRP shall not constitute “Cure Costs” hereunder.
- (jj) **“Deposit”** means the deposit paid by the Buyer in accordance with the SISP and the SISP Approval Order, and held by the Monitor, upon the execution of this Agreement.
- (kk) **“Detailed Steps of the Closing Sequence”** means the detailed steps of the Closing Sequence set forth in the Subscription Agreement and reproduced in Schedule C herein.
- (ll) **“DIP Charge”** has the meaning given to it in the Second Amended and Restated Initial Order, as amended from time to time.
- (mm) **“DIP Facility”** means the senior secured superpriority debtor-in-possession financing term sheet among the ELNA Groupe Entities (as borrowers), 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.

- (nn) **“DIP Lender”** means National Bank of Canada, the lender under the DIP Facility.
- (oo) **“D&O Charge”** has the meaning given to it in the Second Amended and Restated Initial Order, as amended from time to time.
- (pp) **“Discharged”** means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance, against such Person or such asset, undertaking or property and all proceeds thereof.
- (qq) **“Disclosed Personal Information”** means Personal Information that the Buyer receives, at the Buyer’s request, from any of the ELNA Group Entities in connection with this Agreement.
- (rr) **“Draft Closing Statement”** means the statement the Buyer will provide to the Monitor within 45 days after the Closing Date setting out the Assumed Interim Payables as at the Closing Time.
- (ss) **“ELNA Group Entities”** means ELNA Medical Group Inc. and certain of its subsidiaries.
- (tt) **“ELNA Parties”** means the ELNA Group Entities, the CFO, the Monitor, their respective affiliates and their respective present or former trustees, officers, directors, employees, agents and shareholders.
- (uu) **“ELNA Key Employee Retention Plan”** means the key employee retention plan approved by the Court on February 12, 2025, as amended from time to time.
- (vv) **“ELNA KERP Charge”** has the meaning given to it in the Second Amended and Restated Initial Order, as amended from time to time.
- (ww) **“Employee Plans”** means any plan, arrangement or agreement that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, change of control, pension, supplemental pension, retirement, stock option, stock purchase, stock appreciation, share unit, phantom stock, deferred compensation, health, welfare, medical, dental, disability, life insurance and any similar plan, arrangement or agreement, in each case (i) for the benefit of Employees of the Corporation (or any spouses, dependents, survivors or beneficiaries of such Employees of the Corporation); (ii) maintained, sponsored or funded by an ELNA Group Entity; or (iii) under which an ELNA Group Entity has, or will have, any liability, each such Plan being listed in the Subscription Agreement.

- (xx) **“Employees of the Corporation”** means, for the purposes of this Agreement only, all current or former officers, employees, deemed employees, individual consultants, dependent contractors, independent contractors and service providers of the Corporation or any predecessors of the Corporation.
- (yy) **“Encumbrance”** means all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts (express, limited, resulting, or otherwise) or deemed trusts (whether contractual, statutory or otherwise), prior claim, reservations of ownership, royalties, options, rights of pre-emption, privileges, judgements, executions, writs of enforcement, charges, or other adverse claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing (i) the Priority Charges, and (ii) all charges, security interests or Claims evidenced by registrations pursuant to the Personal Property Security Act of Alberta, Saskatchewan, Manitoba, Ontario, Québec or any other personal property registry system.
- (zz) **“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.
- (aaa) **“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.
- (bbb) **“Equity Interests”** includes (i) any shares, interests, participations or other equivalents (however designated) of capital stock or share capital; (ii) any phantom stock, phantom stock rights, stock appreciation rights or stock-based performance securities; (iii) any warrants, options, convertible, exchangeable or exercisable securities, subscriptions, rights (including any pre-emptive or similar rights), calls or other rights to purchase or acquire any of the foregoing; and (iv) any interest that constitutes an “equity interest” as such term is defined in the CCAA.
- (ccc) **“Estimated Assumed Interim Payables”** means the statement setting out the estimated Assumed Interim Payables as at the Closing Date.
- (ddd) **“Excluded Assets”** means (a) any cash, funds, or monies, held by the Corporation as at the Closing Time; (b) the Cash Component; (c) all assets related to any Excluded Contracts and (c) all property and assets of the Corporation listed in as such in the Subscription Agreement.

- (eee) **“Excluded Contracts”** means (a) at or prior to the Closing Time, all Contracts that are not Retained Contracts, including, without limitation, the Contracts of the Corporation listed in as such in the Subscription Agreement; and (b) following Closing Time, all Contracts that are not Retained Contracts or Post-Closing Retained Contracts.
- (fff) **“Excluded Liabilities”** means, all debts, obligations, Liabilities (other than Assumed Liabilities), Claims, indebtedness, contracts, leases, agreements, undertakings, rights and entitlements of any kind or nature 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 in equity and whether based in statute or otherwise) of or against the Corporation or the ELNA Group Entities or relating to any Excluded Assets or Excluded Contracts as at the Closing Time, including, without limitation (i) any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the transactions under this Agreement and to which the Corporation may be bound as at the Closing Time; (ii) all Liabilities relating to or under the Excluded Contracts and Excluded Assets; (iii) all Liabilities of the Corporation to or in respect of any of the Corporation’s Affiliates, including all Affiliates of the ELNA Group Entities; (iv) all Liabilities, Claims, and obligations in respect of Retained Contracts arising on or before Closing, other than Cure Costs; (v) all Liabilities for Taxes of the Corporation for any tax period ending on or before the Filing Date and Taxes related to the Excluded Assets, in each case that are not Assumed Liabilities (vi) any and all other Liabilities, Claims, and obligations, arising prior to the Filing Date, other than those specifically identified as Assumed Liabilities or those to be paid on Closing, in accordance with the Subscription Agreement; (vii) all Liabilities in respect of Terminated Employees; (viii) all Post-Filing Obligations; and (ix) those other excluded liabilities set out in the Subscription Agreement.
- (ggg) **“Excluded Liabilities Promissory Note”** means a promissory note substantially in the form attached to the Subscription Agreement.
- (hhh) **“Existing Shares”** means all Equity Interests in the Corporation immediately prior to the Closing Time, which, for clarity, will not include the Subscribed Shares.
- (iii) **“Filing Date”** means December 11, 2024.
- (jjj) **“Final”** with respect to any order of any court of competent jurisdiction, means that such order shall not have been stayed, appealed, varied (except with the consent of the Buyer and the Corporation, each acting in a commercially reasonable manner) or vacated, and all time periods within which such order could at law be appealed shall have expired.

- (kkk) **“Governmental Authority”** means any applicable transnational, federal, provincial, municipal, state, local, national or other government, regulatory authority, governmental department, agency, commission, registrars, 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:
- (i) having jurisdiction over the Corporation or any other ELNA Group Entity, the Buyer, the Acquired Business, the Subscribed Shares, the Retained Assets or the Assumed Liabilities on behalf of any country, province, state, locality, or other geographical or political subdivision thereof; or
  - (ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power.
- (lll) **“Governmental Authorizations”** means authorizations, approvals, plans, franchises, orders, certificates, consents, directives, notices, licenses, permits, variances, registrations, other evidence of authority, or other rights issued to or required by the Corporation or any other ELNA Group Entities relating to the Acquired Business or any of the Retained Assets by or from any Governmental Authority.
- (mmm) **“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.
- (nnn) **“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 Law.
- (ooo) **“IFRS”** means the International Financial Reporting Standards, namely the standards, interpretations and the framework for the preparation and presentation of financial statements (in the absence of a standard or an interpretation) adopted by the International Accounting Standards Board (IASB), consistently applied.
- (ppp) **“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.
- (qqq) **“Initial Order”** has the meaning given to such term in the Recitals.

- (rrr) **“Intellectual Property”** means any and all intellectual property or similar proprietary rights used or held by the Corporation for use in or relating to the Acquired Business, including (a) all domestic and foreign patents and patent applications therefor and all re-examinations, reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, (b) all trademarks, trade names, service marks, brands, logos, trade dresses, domain names and social media identifiers, together with the goodwill associated therewith, (c) all copyrights, database rights, data rights, (d) all industrial designs, utility models, CAD designs and works protected by copyright (e) software, mobile application, source code and related source documentation, algorithms, models (whether trained or untrained), designs, schematics, specifications or records, (e) all inventions (whether or not patentable), and (f) all proprietary and confidential business and technical information including technology, technical data, trade secrets, ideas, formulae, methods, techniques, processes, research and development, know-how, databases, data compilations and collections and technical data, including, in each case, any and all registrations, applications, recordings, civil or common law rights and all rights of privacy or moral rights (or any equivalent concepts, however denominated), throughout the world and in all media now known, and all rights to sue at law or in equity for any past infringement or other impairment of any and all of the foregoing, including the right to receive all proceeds and damages therefrom, where applicable at Law.
- (sss) **“Key Employee Retention Plan”** means the key employee retention plan approved by the Court on December 17, 2024, as amended from time to time.
- (ttt) **“Landlords”** means, collectively, the landlords under the Real Property Leases.
- (uuu) **“Legal Proceeding”** means any litigation, action, application, suit, investigation, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory, or criminal, arbitration proceeding or other similar proceeding, before or by any court, tribunal or Governmental Authority, and includes any appeal or review thereof and any application for leave for appeal or review.
- (vvv) **“Letters of Credit”** means letters of credit, letters of guarantee, deposits and/or security deposits provided by or on behalf of an ELNA Group Entity in respect of any of the Retained Assets.
- (www) **“Liabilities”** means all taxes (including, without limitation, all ad valorem, severance and other production taxes), royalties, net profits interests, assessments, charges, costs, damages, debts, liabilities, expenses, fines, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or

contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any contract, agreement, arrangement, commitment or undertaking, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis).

- (xxx) **“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 operations, results of operations or condition (financial or otherwise) of the Acquired Business or the Corporation, taken as a whole, (ii) materially and adversely impairs the Retained Assets, the Retained Contracts or the Acquired Business or materially and adversely increases the Assumed Liabilities, each taken as a whole or materially and adversely impairs the right to use, exploit, or access the Retained Assets by the Corporation, or (iii) materially and adversely impedes the consummation of the transactions contemplated by this 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 Retained Assets, the Retained Contracts, the Acquired Business or the Corporation or materially and adversely increases the Assumed Liabilities, in each case, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Corporation operates), (C) changes in macroeconomic factors, interest rates, currency exchange rates or general financial or credit market conditions, (D) acts of God, war, terrorism, civil unrest or hostilities, epidemic or pandemic outbreaks including any continuation thereof, (E) any change in law or its interpretation, administration or application or non-application by any Governmental Authority or in generally acceptable accounting principles, (F) 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, (G) any action taken (or omitted to be taken) by the Corporation that is permitted under this Agreement or consented to by the Buyer, (H) any announcement of the transactions contemplated by this Agreement, (I) any change or development in respect of any Excluded

Asset, Excluded Liability or any matter disclosed pursuant to the terms of this Agreement, or (J) the pendency of the CCAA Proceedings and any action approved by, or motion made before, the Courts.

- (yyy) **“Material Contracts”** means, collectively:
- (i) any Contract that is reasonably likely to involve payment to or by the Corporation in excess of \$50,000 in any fiscal year; and
  - (ii) any Contract, which if terminated, would have a Material Adverse Effect.
- (zzz) **“Medicentres KERP Charge”** has the meaning given to it in the Amended and Restated Initial Order.
- (aaaa) **“Monitor’s Certificate”** means the certificate, substantially in the form attached as Schedule “A” to the Approval and Vesting Order, or such other form as may be approved by the Court, to be delivered by the Monitor in accordance with the Subscription Agreement, and thereafter filed by the Monitor with the Court.
- (bbbb) **“MRP”** means the retention program in respect of Medicentres Canada Inc. and Elna Acquisitions Inc. approved by the Court on December 11, 2024, as amended from time to time.
- (cccc) **“MRP Charge”** has the meaning given to it in the Second Amended and Restated Initial Order.
- (dddd) **“NDA”** means the confidentiality agreement between the Buyer and 9508503 Canada Inc. dated December 25, 2024.
- (eeee) **“Non-Permitted Encumbrances”** means those Encumbrances set out in the Subscription Agreement
- (ffff) **“Order”** means any order, directive, judgment, decree, injunction, administrative complaints, decision, ruling, award, instructions, penalties, sanctions or writs issued, filed or imposed by any Governmental Authority and any orders granted in the CCAA Proceedings.
- (gggg) **“Parties”** means the parties to this agreement, collectively, and **“Party”** means a party to this Agreement, as the context requires.
- (hhhh) **“Permits”** means the Governmental Authorizations of the Corporation required in connection with the Acquired Business and the ownership of the Retained Assets and the Retained Contracts from any Governmental Authority, including, without limitation, those listed in the Subscription Agreement.

- (iii) **“Permitted Encumbrances”** means, except to the extent otherwise provided in the Approval and Vesting Order, the Encumbrances listed as such in the Subscription Agreement.
- (jjjj) **“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.
- (kkkk) **“Personal Information”** means information about an identifiable individual, including Health Information that was collected, used or disclosed by, or is being stored by or is otherwise in the possession or under the custody or control of any of the ELNA Group Entities.
- (llll) **“Personal Property Leases”** means all leases of personal or moveable property of the Corporation, including all benefits, rights and options of the Corporation pursuant to such leases and all leasehold improvements forming part thereof.
- (mmmm) **“Post-Filing Obligations”** means, collectively, all Liabilities of the Corporation which: (i) relate to either the Retained Assets or the Retained Contracts (other than those amounts which constitute Cure Costs); (ii) are not otherwise included in the definitions of “Assumed Liabilities” or “Excluded Liabilities”; and, (iii) arise during the period commencing on and after the Filing Date and up to immediately before Closing.
- (nnnn) **“Post-Closing Retained Contracts”** means the list of Contracts, if any, the Buyer shall be entitled to notify the Monitor of in writing, no later than sixty (60) days following the Closing Date that it seeks to have other than Real Property Leases that were Excluded Contracts as of the Closing Date (each previously an Excluded Contracts) to be included under the ambit of the Retained Contracts, subject to the payment of any applicable Cure Costs.
- (oooo) **“Premises”** means, collectively, the lands and premises which are leased to the Corporation pursuant to the Real Property Leases.
- (pppp) **“Priority Charges”** means the Administration Charge, the MRP Charge, the Medicentres KERF Charge, the DIP Charge, the ELNA KERF Charge, the D&O Charge and any other priority charges that may be established by the Court in connection with the CCAA Proceedings.
- (qqqq) **“Real Property Leases”** means the leases and other agreements to occupy the Premises entered into by, or assigned in favour of the Corporation, including all purchase options, prepaid rents, security deposits, rights to appurtenances and improvements, licenses and permits relating thereto and all leasehold improvements thereon.

- (rrrr) “**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.
- (ssss) “**Reserve Amount**” means a reasonable amount to be determined by the Parties prior to Closing, to be held by the Monitor, on behalf of ResidualCo 1;
- (tttt) “**ResidualCo 1**” has the meaning given to such term in the Subscription Agreement.
- (uuuu) “**ResidualCo 2**” has the meaning given to such term in the Subscription Agreement.
- (vvvv) “**Retained Assets**” means all of the assets, property and undertakings, of every kind or nature, owned or used or held for use by the Corporation on the Date of this Agreement and which are acquired by them up to and including Closing, including Accounts Receivable, the Retained Contacts, Permits, the Intellectual Property, and the Books and Records other than the Excluded Assets. For greater certainty, the Retained Assets shall not include the Excluded Assets, Excluded Liabilities or the Excluded Contracts.
- (wwww) “**Retained Contracts**” means the Contracts listed in the Subscription Agreement, as same may be modified by the Buyer prior to the Closing Time in accordance with its terms.
- (xxxx) “**Retained Employee Plans**” means the Contracts of the Corporation listed in the Subscription Agreement.
- (yyyy) “**Retained Employees**” means the list the Buyer will deliver to the Corporation and to the Monitor on or before the date that is three (3) days prior to the Closing Date, listing the Employees it wishes, in its sole discretion, to continue to employ at the Corporation after the Closing Date.
- (zzzz) “**Second Amended and Restated Initial Order**” means the second amended and restated initial order that the Court granted on February 12, 2025, approving, among other things, the ELNA Key Employee Retention Plan.
- (aaaaa) “**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).

- (bbbb) **“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.
- (cccc) **“Subscribed Shares”** means a new class of Common Shares in the capital of the Corporation, in the number of such new class of Common Shares to be advised by the Buyer at least three (3) Business Days prior to Closing, which will be issued on Closing and which will represent 100% of the Equity Interest in the Corporation immediately following the completion of the Closing Sequence.
- (dddd) **“Subscription Price”** has the meaning given to such term in the Subscription Agreement.
- (eeee) **“Subsidiaries”** means collectively each Person that is controlled by the Corporation (for the purposes of this definition, “control”, as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise).
- (ffff) **“Sunset Date”** has the meaning given to such term in the Subscription Agreement.
- (gggg) **“Tax”** and **“Taxes”** includes:
- (i) 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, 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
  - (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee liability, operation of law or otherwise.

- (hhhhh)        **“Tax Act”** means the Income Tax Act (Canada).
- (iiii)         **“Tax Authority”** means the Canada Revenue Agency, and any other national, state, local, provincial, territorial or other Governmental Authority responsible for the administration, implementation, assessment, determination, enforcement, compliance, collection or other imposition of any Taxes.
- (jjjj)         **“Tax Returns”** means any and all returns, reports, declarations, statements, information, estimates, rebates or credits, elections, designations, schedules, filings or other documents (including any related or supporting information) relating to Taxes filed or required to be filed with any Tax Authority or pursuant to any Law relating to Taxes or in fact filed with any Tax Authority, including all information returns, Claims for refund, amended returns, declarations of estimated Taxes, and requests for extensions of time to file any of the preceding items.
- (kkkkk)        **“Terminated Employees”** means those Employees of the Corporation whose employment or services will be terminated by the Corporation prior to Closing, as may be identified by the Buyer, by way of written notice delivered to the Corporation and the Monitor, at least three (3) days prior to the Closing.
- (lllll)         **“Transactions”** means, collectively, all of the steps and transactions contemplated by the Subscription Agreement.

## Schedule C Closing Sequence and Detailed Steps of the Closing Sequence

### 1. Closing Sequence (section 10.2 of the Subscription Agreement)

On the Closing Date, Closing shall take place in the following sequence (the “**Closing Sequence**”):

- (a) **First**, the Conditions Confirmations shall be provided to the Monitor, and the Buyer shall pay the Cash Component (determined in accordance with Section **Erreur! Source du renvoi introuvable.** of the Subscription Agreement), to be held in escrow, by the Monitor, on behalf of the Corporation and ResidualCo 1 and ResidualCo 2, and following such payment, the entire Cash Component shall be dealt with in accordance with this Closing Sequence;
- (b) **Second**, the Corporation shall transfer to ResidualCo 2 the Excluded Assets (other than the Cash Component and the Corporation’s Cash and Cash Equivalents) and the Excluded Contracts for a consideration equal to \$1, and the Excluded Liabilities shall be assigned to and assumed by ResidualCo 1 in consideration for the Corporation’s Cash and Cash Equivalents and the issuance of the Excluded Liability Promissory Note to be repaid and satisfied by using the Cash to Close, pursuant to the Approval and Vesting Order, all of which shall vest absolutely and exclusively in ResidualCo 1 and ResidualCo 2 and all Claims and Encumbrances (including, for greater certainty, all Post-Filing Obligations) shall attach to the Excluded Assets (including the Cash Component, both before and after its transfer to ResidualCo 2 pursuant to Section 1.1(m) of the Subscription Agreement), the Excluded Liabilities, and the Excluded Contracts, with the same nature and priority as they had immediately prior to their transfer and vesting;
- (c) **Third**, if not already filed prior to the Closing Date, the Corporation shall file the Articles of Amendment with the Alberta Registrar of Corporations and shall deliver evidence of such filings to the Monitor and the Buyer;
- (d) **Fourth**, the Cash Component (including, the Deposit, the Cash to Close, and all other funds paid to the Monitor in accordance with Section **Erreur! Source du renvoi introuvable.** of the Subscription Agreement), shall be released from escrow (to the extent applicable) and shall be held by the Monitor, in a segregated account as contemplated by Section **Erreur! Source du renvoi introuvable.**, Section 1.1(m) of the Subscription Agreement and the Detailed Steps of the Closing Sequence;
- (e) **Fifth**, simultaneously with paragraph **Erreur! Source du renvoi introuvable.**(f) of the of the Subscription Agreement, the Corporation shall issue the Subscribed Shares and the Buyer shall subscribe for the Subscribed Shares;
- (f) **Sixth**, simultaneously with paragraph **Erreur! Source du renvoi introuvable.**(e) of the Subscription Agreement, all Equity Interests (other than the Subscribed Shares), including all Existing Shares, as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of the Corporation (in each case, for greater

certainty, excluding the Subscribed Shares), shall be deemed to be retracted and cancelled for nominal consideration, in accordance with and pursuant to the Approval and Vesting Order;

- (g) **Seventh**, all Assumed Liabilities shall be retained by the Corporation;
- (h) **Eighth**, the Corporation will retain the Retained Assets and the Retained Contracts, pursuant to and in accordance with the Approval and Vesting Order, in each case, free and clear of any Liabilities, Claims, and Encumbrances, including, without limiting the generality of the foregoing: (i) any Encumbrances or charges created by any Order of the Court, including, without limitation, the Priority Charges; (ii) all Non-Permitted Encumbrances; and, (iii) all charges, security interests, or claims evidenced by registrations pursuant to the Personal Property Security Act of Alberta, Saskatchewan, Manitoba, Ontario, Québec or any other personal property registry system.), other than the Permitted Encumbrances and Assumed Liabilities, shall be expunged and Discharged as against the Subscribed Shares and any shares of the Corporation, the Retained Contracts, and the Retained Assets, as applicable, in accordance with the Approval and Vesting Order; which, for clarity, shall not include the Permitted Encumbrances and Assumed Liabilities. All Retained Contracts shall continue to be retained by, and vest in, the Corporation, free and clear of all Claims, Liabilities, Encumbrances (other than Permitted Encumbrances), and monetary claims of the counterparties under all of the Retained Contracts, and all Retained Contracts shall remain in full force and effect, all in accordance with the Approval and Vesting Order;
- (i) **Ninth**, all directors and officers of the Corporation shall be deemed to resign and the Buyer's Appointees shall be deemed to be appointed by the Corporation;
- (j) **Tenth**, the Corporation shall cease to be a debtor in the CCAA Proceedings and shall be deemed to be released from the purview of all Orders of the Court granted in the CCAA Proceedings;
- (k) **Eleventh**, ResidualCo 1 and ResidualCo 2 shall become an applicant in the CCAA Proceedings and shall be deemed to be bound by and subject to the purview of all Orders of the Court granted in the CCAA Proceedings, including the Priority Charges;
- (l) **Twelfth**, the Monitor's Certificate shall be delivered, filed, and served, as contemplated by Section **Erreur! Source du renvoi introuvable.** of of the Subscription Agreement; and,
- (m) **Thirteenth**, following the delivery, filing, and service of the Monitor's Certificate, as contemplated by Section **Erreur! Source du renvoi introuvable.** of the Subscription Agreement, the Monitor shall: (i) pay, for and on behalf of the Corporation, the Cure Costs, as contemplated in Section **Erreur! Source du renvoi introuvable.** of the Subscription Agreement, to the applicable parties, in accordance with their respective entitlements; and (ii) retain the balance of the Cash Component, after payment of the Cure Costs, for and on behalf of ResidualCo 1, with such remaining Cash Component to be held in a segregated account, in the name of ResidualCo 1. The balance of the Cash Component after the payment of Cure Costs, Priority Charges, not retained and assumed, shall be

held and administered, by the Monitor, for and on behalf of ResidualCo 1, pending further order of the Court. For greater certainty, the Cash Component shall constitute part of the Excluded Assets, and all Claims and Encumbrances (including, but not limited to, the Priority Charges and all Post-Filing Obligations), shall attach to the balance of the Cash Component, with the same nature and priority as they had immediately prior to their transfer and vesting.

Notwithstanding the foregoing, the steps described above shall occur, and shall be deemed to occur, in the order set out in the Detailed Steps of the Closing Sequence set forth in Schedule (kk) of the Subscription Agreement, at the particular times set out therein. The Buyer, with the prior consent of the Corporation and the Monitor, acting reasonably, may amend the Closing Sequence, provided that such amendments to the Closing Sequence do not materially alter or impact the Transactions or the consideration which the Corporation or its stakeholders will benefit from, as part of the Transactions,

2. **Detailed Steps of the Closing Sequence (Schedule 1.1(kk) of the Subscription Agreement)**

This document lists the main reorganization steps to be implemented in the course of the retraction and cancellation of the Existing Shares and the simultaneous subscription by the Buyer to the Subscribed Shares. All the steps contemplated herein are undertaken pursuant to this Subscription Agreement.

The following transactions shall occur, and shall be deemed to occur, in the order set out herein, and at the particular times set out herein. The Closing Time is the time of the Closing Date as agreed to by the Buyer, Medicentres and the Monitor.

Terms not otherwise defined in this schedule should bear the meaning provided for in the Subscription Agreement or the Order, as applicable.

All dollar amounts referred to herein are in Canadian dollars unless otherwise noted.

**A. Pre-Closing Transactions**

1. As soon as possible before the Closing Date, Elna Acquisitions Inc. incorporates a new subsidiary corporation (hereinafter "**ResidualCo 1**"). Upon incorporation, Elna Acquisitions Inc. subscribes for one common share in the capital of ResidualCo 1 for \$1.00. Immediately after, ResidualCo 1 incorporates a new subsidiary corporation (hereinafter "**ResidualCo 2**"). Upon incorporation, ResidualCo 1 subscribes for one common share in the capital of ResidualCo 2 for \$1.00. ResidualCo 2 might have to be registered for sales tax purposes.

**B. Transactions to Occur on the Closing Date**

2. At the Closing Time, Medicentres transfers the Excluded Assets and the Excluded Contracts, other than its Cash and Cash Equivalents, to ResidualCo 2 for consideration equal to the fair market value thereof, which is agreed by the parties to be \$1.00.

3. Two minutes after Step 2 is undertaken, ResidualCo 1 will assume the Excluded Liabilities pursuant to an assumption agreement (the “**Assumption Agreement**”). In consideration, Medicentres shall transfer its Cash and Cash Equivalents to ResidualCo 1 and shall issue the Excluded Liabilities Promissory Note to ResidualCo 1, which shall be held by the Monitor on ResidualCo 1’s behalf. The Assumption Agreement would specifically provide that the intent of the parties is to effect novation of the assumed Excluded Liabilities. As a result of the assumption and the Order, Medicentres would be discharged of all its obligations and liabilities under the assumed Excluded Liabilities.
4. Simultaneously with the Approval and Vesting Order to cancel all Existing Shares for no consideration, the Buyer subscribes to the Subscribed Shares in exchange for the Subscription Price. The portion of the Subscription Price required to pay Medicentres’ Cure Costs and satisfy the Excluded Liabilities Promissory Note at Step 5 shall be released from escrow for the benefit of Medicentres, but shall be held by the Monitor on Medicentres’ behalf. Accordingly, and for the avoidance of doubt, it is being understood that, at that particular time, the Assumed Liabilities, the Retained Assets and the Retained Contracts vests absolutely and exclusively in Medicentres.
5. Immediately after step 4 is undertaken, the Monitor, on behalf of Medicentres, will use, from the Subscription Price, the Cash Component sufficient to first pay the Cure Costs owed by Medicentres and then, use the excess, in whole or in part, to satisfy the Excluded Liabilities Promissory Note owed to ResidualCo 1. The Monitor, for and on behalf of ResidualCo 1, shall, as soon as reasonably possible after the Monitor’s Certificate is rendered, use the proceeds from the Excluded Liabilities Promissory Note received by ResidualCo 1 in Step 5 and held in escrow to satisfy a portion of the Excluded Liabilities.

**Schedule D Certificate of the Monitor**

**SUPERIOR COURT**

**(Commercial Division)**

C A N A D A

PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-065011-245

DATE: April 25, 2025

**IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF  
ELNA MEDICAL GROUP INC./GROUPE MÉDICAL ELNA INC.  
9508503 CANADA INC.**

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

Debtors

-and-

**RAYMOND CHABOT INC.**

Monitor

-and-

**[ResidualCo 1]**

**[ResidualCo 2]**

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

**THE REGISTRAR OF THE ONTARIO PERSONAL PROPERTY REGISTRY**

**THE REGISTRAR OF THE ALBERTA PERSONAL PROPERTY REGISTRY**

**THE REGISTRAR OF THE SASKATCHEWAN PERSONAL PROPERTY REGISTRY**

**THE REGISTRAR OF THE MANITOBA PERSONAL PROPERTY REGISTRY**

Impleaded Parties

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**CERTIFICATE OF THE MONITOR**

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**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 Medicentres Canada 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 *Subscription Agreement* (the "**Subscription Agreement**") by and between Medicentres Inc. (the "**Corporation**") and Medavie 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

**WHEREAS** the Vesting Order contemplates the issuance of this Certificate of the Monitor once the (a) the Subscription Agreement has been executed and delivered in accordance with the terms and subject to the conditions of the Purchase Agreement; and (b) the Subscription Price (as defined in the Subscription 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 Subscription Agreement has been executed and delivered;
- (b) the Subscription 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 Subscription 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

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**Schedule E Movable Property Encumbrances to be discharged**

**Security to be reduced in Québec**

SECURED ARTY(IES)	REGISTRATION NUMBER / NATURE	DATE / EXPIRY DATE	COLLATERAL DESCRIPTION
National Bank of Canada	22-0962421-0003 / Conv. hyp. without delivery	Aug. 31, 2022 / Aug. 31, 2032	The universality of movable property.
National Bank of Canada	22-0962421-0002 / Conv. hyp. without delivery	Aug. 31, 2022 / Aug. 31, 2032	The universality of movable property.
National Bank of Canada	22-0962421-0001 / Conv. hyp. without delivery	Aug. 31, 2022 / Aug. 31, 2032	The universality of movable property.

**Security to be discharged in Alberta**

National Bank of Canada (RE Elna Credit Agreement)	22091509940	Sep. 15, 2022 / Sep. 15, 2032	All present and after-acquired personal property of the debtor.
National Bank of Canada (RE m-Health Credit Agreement)	22091512225	Sep. 15, 2022 / Sep. 15, 2032	All present and after-acquired personal property of the debtor.
National Bank of Canada (RE Physimed Credit Agreement)	22091513107	Sep. 15, 2022 / Sep. 15, 2032	All present and after-acquired personal property of the debtor.
McKesson Canada Corporation	24110107329	Nov. 1 <sup>st</sup> , 2024 / Nov. 1 <sup>st</sup> , 2027	All present and after-acquired personal property of the debtor.
McKesson Canada Corporation	24110107377	Nov. 1 <sup>st</sup> , 2024 / Infinity	n/a

**Security to be discharged in Manitoba**

McKesson Canada Corporation	202419216404	Nov. 1 <sup>st</sup> , 2024 / Oct. 31 <sup>st</sup> , 2027	All of the debtor's present and after-acquired personal property.
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National Bank of Canada (RE Physimed Credit Agreement)	202215575103	Sep. 15, 2022 / Sep. 15, 2032	All of the debtor's present and after-acquired personal property.
National Bank of Canada (RE m-Health Credit Agreement)	202215564705	Sep. 15, 2022 / Sep. 15, 2032	All of the debtor's present and after-acquired personal property.
National Bank of Canada (RE Elna Credit Agreement)	202215558004	Sep. 15, 2022 / Sep. 15, 2032	All of the debtor's present and after-acquired personal property.

**Security to be discharged in Ontario**

McKesson Canada Corporation	510655716 / 20241101 1016 1590 4236	Nov. 1 <sup>st</sup> , 2024 / Nov. 1 <sup>st</sup> , 2027	Inventory, equipment, accounts, motor vehicle and other property.
National Bank of Canada (RE Elna Credit Agreement)	786722985 / 20220915 1146 1590 0122	Sep. 15, 2022 / Sep. 15, 2032	Inventory, equipment, accounts, motor vehicle and other property.
National Bank of Canada (RE m-Health Credit Agreement)	786723336 / 20220915 1158 1590 0139	Sep. 15, 2022 / Sep. 15, 2032	Inventory, equipment, accounts, motor vehicle and other property.
National Bank of Canada (RE Physimed Credit Agreement)	786723552 / 20220915 1206 1590 0149	Sep. 15, 2022 / Sep. 15, 2032	Inventory, equipment, accounts, motor vehicle and other property.

**Security to be discharged in Saskatchewan**

National Bank of Canada (RE Elna Credit Agreement)	302338051	Sep. 15, 2022 / Sep. 15, 2032	All present and after-acquired personal property of the debtor.
National Bank of Canada (RE m-Health Credit Agreement)	302338087	Sep. 15, 2022 / Sep. 15, 2032	All present and after-acquired personal property of the debtor.
National Bank of Canada (RE Physimed Credit Agreement)	302338095	Sep. 15, 2022 / Sep. 15, 2032	All present and after-acquired personal property of the debtor.

McKesson Canada Corporation	302617023	Nov. 1 <sup>st</sup> , 2024 / Oct. 31 <sup>st</sup> , 2027	All present and after-acquired personal property of the debtor.
The Royal Bank of Canada	100118600	Nov. 28, 1983 / Infinity	All book accounts and book debts and generally all accounts, debts, dues and demands.

**Schedule F “Cure Costs” payable to Retained Contract Counterparties**

All of the Corporation’s right, title, and interest in and to the following Retained Contracts:

- (n) All Contracts with the Retained Employees;
- (o) All Contracts described in the following table:

Agreement	Description	Total Cure Costs (subject to validation of the amounts by the Monitor)
TELUS COMMUNICATIONS INC.	Business Connect Agreement between Telus Communications Inc. and Medicentres Canada Inc, effective March 22, 2024.	\$33,039.45
TELUS HEALTH (CANADA) LTD.	Business Connect Agreement between Telus Communications Inc. and Medicentres Canada Inc, effective March 22, 2024.	\$2,642.48
TELUS HEALTH SOLUTIONS INC.	EMR Monthly Subscription between Telus Health Solutions Inc. and Medicentres Canada Inc., dated August 27, 2024 (signed August 28, 2024).	\$568,271.39
STERICYCLE ULC /SHRED-IT	Standard agreement, effective date 09.01.2024 between Stericycle, ULC and Medicentres Canada Inc.	\$11,437.52
CINTAS CANADA LIMITED	Cintas Corporation Healthcare Master Service Agreement between Cintas Canada Limited and Medicentres Canada Inc.	\$31,101.35
MEDICAL MANAGEMENT SYSTEMS LTD.	Service agreement between Medical Management Systems LTD and Medicentres Canada Inc. dated November 19, 2020.	\$1,241.94
HEWLETT-PACKARD FINANCIAL SVCS CDA CO.	Installment Payment Agreement date October 10, 2023.	\$2,971.34
INSIGHT CANADA INC.	Order #0335574253 between Insight Canada and Medicentres Canada Inc. dated March 13, 2024.	\$42,701.93
R&M JANITORIAL SERVICES	Janitorial Cleaning Services Agreement between Medicentres Canada Inc. (“Medicentres”) and R&M Janitorial Services.	\$60,668.71

SCANDINAVIAN BUILDING SERVICES LTD.	Cleaning Services Agreement between Medicentres Canada Inc. ("Medicentres") and Scandinavian Building Services Ltd. ("Scandinavian") dated June 1, 2016 and amended December 17, 2020.	\$74,453.50
THE STEVENS COMPANY LIMITED	Corporate proposal between Medicentres Canada Inc. ("Medicentres") and Stevens Company Ltd. ("Stevens") dated July 26, 2017.	\$24,737.91
CANADA MEDICAL AGREEMENT	Inventory Commitment Agreement, effective as of September 10, 2015 between Canada Medical and Medicentres.	\$65,654.52
LIFELABS LP	Laboratory Services Agreement between Medicentres Canada Inc. ("Medicentres") and LifeLabs LP ("LifeLabs") dated November 1, 2022.	\$8,643.99
DYNACARE	Laboratory Supplies Agreement between Medicentres Canada Inc. and Dynacare, dated May 1, 2014.	\$38,911.19
CRYOGEN	Accessory Items Agreement between Medicentres Canada Inc. and Cryogen, dated August 11, 2022.	\$7,583.22
ACCESS INFORMATION MANAGEMENT OF CANADA, ULC		\$5,478.62
BELL CANADA	Agreement between the Corporation and Bell Canada dated November 10, 2022.	\$3,971.49
BELL MOBILITY INC.	Agreement between the Corporation and Bell Mobility Inc. dated November 1, 2022.	\$157.55
IntiSolutions Group Inc	Master Services Agreement between the Corporation and IntiSolutions Group Inc dated October 9, 2016.	\$4,299.75
KONICA MINOLTA BUSINESS SOLUTIONS	Agreement between the Corporation and Konica Minolta Business Solutions dated October 7, 2021.	\$1,854.37

LENOVO FINANCIAL SERVICES INC.	Master Services Agreement between the Corporation and Lenovo Financial Services dated March 2, 2022.	\$4,295.30
NEXTGEN AUTOMATION	Agreement entered between the Corporation and Nextgen Automation dated May 16, 2016.	\$10,640.68
Shaw Cablesystems GP	Agreement between the Corporation and Shaw Cablesystems GP dated September 18.	\$202.94
SRFAX		\$1,653.70
XEROX BUSINESS SOLUTIONS CANADA ULC		\$2,320.20
XPLORE INC.	Agreement between the Corporation and Xplore Inc. dated January 17, 2025.	\$2,533.64

All of the Corporation's right, title, and interest in and to the following Retained Contracts:

Description	Cure costs and amounts payable under the MRP (\$) (subject to validation of the amounts by the Monitor)
<b>Contracts with Physicians.</b>	\$1,879,917.53 in the aggregate

All of the Corporation's right, title, and interest in and to the following Retained Contracts:

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
<p><u>Lease for premises located at GR03, 1023 142 Street, Edmonton, AB</u></p> <ul style="list-style-type: none"> <li>• Lease Agreement between The Standard Life Assurance Company (now Westgrove Professional Building Ltd.), as landlord, and Medicentres Canada Inc, as tenant, dated as of October 23, 1992.</li> <li>• Lease Amending Agreement between Medicentres Canada Inc., as tenant, and The Westgrove Professional Building Ltd., as landlord, dated March 1, 2010.</li> <li>• Lease Amending Agreement between Medicentres Canada Inc., as tenant, and The Westgrove Professional Building Ltd., as landlord, dated July 15, 2014.</li> <li>• Lease Amending Agreement between Medicentres Canada Inc., as tenant, and The Westgrove Professional Building Ltd., as landlord, dated March 26, 2022.</li> <li>• Lease Amending Agreement between Medicentres Canada Inc., as tenant, and The Westgrove Professional Building Ltd., as landlord, dated March 19, 2024</li> <li>• Health Services Support Agreement between Rexall Pharmacies Ltd. and Medicentres Canada Inc. dated as of May 2, 2022.</li> </ul>	Edmonton 1 - Westgrove	\$43,254.26
<p><u>Lease for premises located at 6428 28 Avenue, Edmonton, AB</u></p> <ul style="list-style-type: none"> <li>• Sublease Agreement between Francene Enterprises Ltd. (now Shoppers Realty Inc.), as sublandlord, and R.J.A. Medicentres Canada Inc., as subtenant, dated as of December 22, 1993.</li> </ul>	Sublease - Millwoods	\$10,977.24

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
<ul style="list-style-type: none"> <li>• Sublease Consent Agreement between Millwoods Project Development Inc., as head landlord, and. Medicentres Canada Inc., as subtenant, dated as of December 22, 1993.</li> <li>• Medical Leases Rental Contribution Agreement between Shoppers Realty Inc. and Medicentres Canada Inc, as medical tenant, dated as of August 31, 2021.</li> </ul>		
<u>Lease for premises located at 11076 51 Avenue NW, Edmonton, AB</u> <ul style="list-style-type: none"> <li>• Binding Letter of Intent between Pharmx Rexall Drug Store Ltd. and Medicentres Canada Inc. dated as of March 7, 2014.</li> </ul>	Edmonton 16 - Pleasantview	\$81,328.17
<u>For premises located at 9404 Ellerslie Rd. #102, Edmonton, AB</u> <ul style="list-style-type: none"> <li>• Binding Letter of Intent between Pharmx Rexall Drug Store Ltd. and Medicentres Canada Inc. dated as of November 20, 2008.</li> <li>• Sublease Agreement between Pharmx Rexall Drug Store Ltd., as sublandlord, and Medicentres Canada Inc., as subtenant, dated as of March 12, 2019.</li> </ul>	Edmonton 17 - Ellerslie	\$77,841.50
<u>Lease for premises located at 16703 82 Street NW, Edmonton, AB</u> <ul style="list-style-type: none"> <li>• Binding Letter of Intent between Pharmx Rexall Drug Store Ltd. and Medicentres Canada Inc. dated as of June 11, 2007.</li> <li>• Sublease Agreement between Pharmx Rexall Drug Store Ltd., as sublandlord, and Medicentres Canada Inc., as subtenant, dated on 2020 (month and day blank).</li> </ul>	Edmonton 18 - Belle Rive	\$79,746.86

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
<p><u>For premises located at 8180 MacLeod Trail S.E., Calgary, AB</u></p> <ul style="list-style-type: none"> <li>Lease agreement between Heritage Hill Inc., as landlord, and RJA Medicentres Canada Inc., as tenant, dated as of November 27, 1992.</li> <li>Renewal &amp; Modification of Lease Agreement between Anthem Heritage Hill Ltd, as landlord, and Medicentres Canada Inc., as tenant, dated as of June 5, 2017.</li> </ul>	Calgary 1 - Heritage Hills	\$86,966.25
<p><u>For premises located at 220 – 5149 Country Hills Blvd. N.W., Calgary, AB</u></p> <ul style="list-style-type: none"> <li>Lease Agreement between 592652 Alberta Ltd., as landlord, and 604300 Alberta Ltd., as tenant, dated as of July 18, 1994.</li> <li>Lease Extension and Amending Agreement between, PFS Retail One Inc., as landlord, and Medicentres Canada Inc., as tenant, dated as of March 2, 2017.</li> <li>Lease Extension and Amending Agreement between, PFS Retail One Inc., as landlord, and Medicentres Canada Inc., as tenant, dated as of April 29, 2020.</li> </ul>	Calgary 7 - Country Hills	\$69,924.00
<p><u>For premises located at 500, 1100 Panatella Blvd. NW, Calgary, AB</u></p> <ul style="list-style-type: none"> <li>Sublease Agreement between Pharmx Rexall Drug Store Ltd., as sublandlord, and Medicentres Canada Inc., as subtenant, dated on 2019 (month and day blank).</li> </ul>	Calgary 10 - Panorama	\$95,283.37
<p><u>For premises located at 601 – 6 Avenue South, Lethbridge, Calgary, AB</u></p> <ul style="list-style-type: none"> <li>Lease Agreement between Associated Buildings Limited, as landlord, and Medicentres Canada Inc., as tenant, dated as of February 16, 2018.</li> </ul>	Alberta 1 - Haig South	\$221,626.19

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
<p><u>For premises located at Lethbridge, Calgary, AB</u></p> <ul style="list-style-type: none"> <li>• Sublease Agreement between Rexall/Pharma Plus Pharmacies Ltd., as sublandlord, and Medicentres Canada Inc., as subtenant, dated as of June 18, 2018.</li> </ul>	Alberta 5 - Haig West	\$72,841.22
<p><u>For premises located at 3716 – 61<sup>st</sup> Avenue S.E., Calgary, AB</u></p> <ul style="list-style-type: none"> <li>• Warehouse/Office Lease Agreement between Safeway Holdings (Alberta) Ltd., as landlord, and Wellpoint Health Corp., as tenant, dated as of October 26, 2009.</li> </ul>	Alberta 2 - Wellpoint Foothills	\$-
<p><u>For premises located at 1415 Beaverbrook Avenue, London, ON</u></p> <ul style="list-style-type: none"> <li>• Binding Letter of Intent between Phara Plus Drugmarts Ltd., as sublandlord, and Medicentres Canada Inc., as subtenant, dated as of July 1, 2009.</li> <li>• Sublease Agreement between Rexall / Pharma Plus Pharmacies Ltd., as sublandlord, and Medicentres Canada Inc., as subtenant, dated June 25, 2018.</li> </ul>	Ontario 1 - London	\$74,634.60
<p><u>For premises located at 181 Green Lane East, Gwillimbury, ON</u></p> <ul style="list-style-type: none"> <li>• Sublease Agreement between York Med Green Lane Ltd., as sublandlord, and 1246110 Ontario Inc., as subtenant, dated as of December 16, 2013.</li> <li>• Assignment of Sublease, Sublandlord's and Head Landlord's Consent, between NewKL Inc., as assignor, Medicentres Canada Inc., as assignee, York Med Green Land Ltd., as sublandlord, and Fetlar Holdings Limited, as head landlord, dated as of December 22, 2017.</li> <li>• Sublease Agreement between 1000641727 Ontario Inc., as sublandlord, and Medicentres</li> </ul>	Greenlane	\$8,129.03

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
Canada Inc., as subtenant, dated as of September 1, 2023.		
<u>For premises located at 10660 Yonge Street, Richmond Hill, ON</u> <ul style="list-style-type: none"> <li>Lease between 10660 Yonge Street Inc., as landlord, and 1267968 Ontario Inc., as tenant, dated as of January 11, 2016 (x2 different square footages and Gross Rent amounts).</li> </ul>	Richmond Hill	
<u>For premises located at 201 Robin Crescent, Saskatoon, SK</u> <ul style="list-style-type: none"> <li>Lease Agreement between Fairyland Holdings Ltd., as landlord, and A. Jorgenson &amp; Associates Consulting Inc., as tenant, dated as of August 30, 2013.</li> <li>Assignment and Continuance of Commercial Lease and Landlord Consent between Fairyland Holdings, as landlord, and Medicentres Canada Inc., as tenant, dated as of September 1, 2019.</li> <li>Lease Agreement between Fairlyland Holdings Inc., as landlord, and Medicentres Canada Inc., as tenant, dated as of September 13, 2021.</li> <li>Lease Amending Agreement between Fairlylan Holdings Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of November 8, 2021.</li> <li>Lease Amending Agreement between Fairyland Holdings Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of June 3, 2024</li> </ul>	Saskatchewan 1 - Wellpoint Saskatoon	\$32,567.19
<u>For premises located at 28-30 – 395 Park Street, Regina, SK</u> <ul style="list-style-type: none"> <li>Lease Renewal &amp; Extension Agreement between 395 Business Park, Inc., as landlord, and Wellpoint Health Ltd., as tenant, dated as of September 6, 2016.</li> </ul>	Saskatchewan 2 - Wellpoint Regina	\$43,058.13

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
<ul style="list-style-type: none"> <li>Assignment and Assumption of Lease and Landlord's Consent between Wellpoint Health Ltd., as assignor, and Medicentres Canada Inc., as assignee, and 395 Business Park Inc., as landlord, dated as of August, 2018.</li> </ul>		
<p><u>For premises located at 2110 Main Street, Winnipeg, MB</u></p> <ul style="list-style-type: none"> <li>Sublease Agreement between Rexall/Pharma Plus Pharmacies Ltd., as sublandlord, and Medicentres Canada Inc., as subtenant, dated as of July 4, 2019.</li> </ul>		
<p><u>For premises located at 1-330 3<sup>rd</sup> Avenue S., Stonewall, MB</u></p> <ul style="list-style-type: none"> <li>Lease Agreement between M.D. &amp; D. Developments Ltd., as lessor, Sexton Enterprises Inc., as Lessee, and Peter Saad and Aaron Trager and guarantors, dated as of January 15, 2013.</li> <li>Consent to Change of Control / Assignment &amp; Lease Amending Agreement between M.D. &amp; D. Developments Ltd., as owner, Sexton Enterprises Inc., as lessee and assignor, Peter Saad and Arron Trager, as guarantors, and Pharm Rexall Drug Stores Ltd., as purchaser and assignee dated as of January 28, 2016.</li> <li>Asset Purchase Agreement between Sexton Enterprises Inc., 5761892 Manitoba Limited, and Medicentres Canada Inc., dated as of March 13, 2016.</li> <li>Sublease Agreement between Rexall / Pharma Plus Pharmacies Ltd., as sublandlord, and Medicentres Canada Inc., as subtenant, dated as of July 4, 2019.</li> </ul>	Manitoba 1 - Interlake	\$-
<p><u>For premises located at 204, 10458 Mayfield Road, Edmonton, AB</u></p>	Manitoba 2 - CSO	\$35,679.03

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
<ul style="list-style-type: none"> <li>Lease Renewal Agreement between A.B. Edie Equities Inc. &amp; Wilshire West Capital Corp., as landlord, and Medicentres Canada Inc., as tenant, dated as of November 30, 2015.</li> <li>Lease Renewal Agreement between A.B. Edie Equities Inc. &amp; Wilshire West Capital Corp., as landlord, and Medicentres Canada Inc., as tenant, dated as of March 17, 2021.</li> <li>Lease Renewal Agreement between A.B. Edie Equities Inc. &amp; Wilshire West Capital Corp., as landlord, and Medicentres Canada Inc., as tenant, dated as of October 25, 2024.</li> </ul>		
<p><u>For premises located at the Hermitage Square, Edmonton, AB</u></p> <ul style="list-style-type: none"> <li>Lease agreement between 111549 Canada Limited, as landlord, and R.J.A. Medicentres Canada Inc., as tenant, dated as of August 31, 1987.</li> <li>Memorandum of a Lease Agreement between 408460 Alberta Ltd., as landlord, and R.J.A. Medicentres Canada Inc., as tenant, dated as of April 17, 2006.</li> <li>Renewal Agreement between 408460 Alberta Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of December 4, 2015.</li> <li>Lease extension and Amending Agreement between 1962623 Alberta Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of January 16, 2021.</li> <li>Lease Amending Agreement between 1962623 Alberta Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of March 21, 2024.</li> </ul>	Edmonton 5 - Hermitage	\$72,443.04
<p><u>For premises located at 2041 – 111<sup>th</sup> St., Edmonton, AB</u></p>	Edmonton 6 – Heritage Village	\$48,757.83 \$

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
<ul style="list-style-type: none"> <li>Lease Agreement between Heritage Village Holdings Ltd., as landlord, and R.J.A. Medicentres Canada Inc., as tenant, dated as of August 1, 1990.</li> <li>Lease Extension Agreement between Investors Group Trust Co. Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of March 15, 2016.</li> <li>Lease Extension Agreement between Investors Group Trust Co. Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of May 16, 2019.</li> <li>Lease Extension and Amending Agreement between KSRO Heritage Edmonton Inc., as landlord, and Medicentres Canada Inc., as tenant, dated as of April 1, 2024</li> </ul>		
<p><u>For premises located at 8180 MacLeod Trail, Calgary, AB</u></p> <ul style="list-style-type: none"> <li>Lease agreement between Heritage Hill Inc., as landlord, and RJA Medicentres Canada Inc., (“Medicentres”) as tenant, dated as of November 27, 1992.</li> <li>Renewal &amp; Modification of Lease Agreement between Anthem Heritage Hill Ltd, as landlord, and Medicentres Canada Inc., (“Medicentres”) as tenant, dated as of June 5, 2017.</li> </ul>	Heritage Hills	N/A
<p><u>For premises located at 10155 – 50<sup>th</sup> Street NE, AB</u></p> <ul style="list-style-type: none"> <li>Lease Agreement between 117452 Canada Limited, as landlord, and R.J.A. Medicentres Canada Inc., as tenant, dated as of May 28, 1985.</li> <li>Binding Letter of Interest between Pharmx Rexall Drug Stores Ltd., as sublandlord, and</li> </ul>	Edmonton 9 - Capilano	\$101,425.53

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
<p>Medicentres Canada Inc., as subtenant, dated as of April 27, 2007.</p> <ul style="list-style-type: none"> <li>Lease Agreement between Gold Bar Investments Ltd., as landlord, and Pharmx Rexall Drug Stores Ltd., as tenant, dated as of January 20, 2008.</li> <li>Sublease Agreement between Medicentres Canada Inc., as sublandlord, and Insight Medical Holdings Ltd., as subtenant, dated as of June 8, 2016.</li> </ul>		
<p><u>For premises located at 101 Bremner Drive, Sherwood Park, AB</u></p> <ul style="list-style-type: none"> <li>Sublease Agreement between Rexall / Pharma Plus Pharmacies Ltd., as sublandlord, and Medicentres Canada Inc., as subtenant, dated as of March 7, 2019.</li> </ul>	Edmonton 11- Sherwood Park	\$98,434.78
<p><u>For premises located at 6426-28 avenue NW, Edmonton, AB</u></p> <ul style="list-style-type: none"> <li>Lease Agreement between Millwoods Project Development Inc., as landlord, and R.J.A. Medicentres Canada Inc., as tenant, dated as of February 27, 1992.</li> <li>Sublease Consent Agreement between Millwoods Project Development Inc., as landlord, and R.J.A. Medicentres Canada Inc., as tenant, dated as of December 22, 1993.</li> <li>Sublease Agreement between Francene Enterprise Ltd., as sub-lessor, and R.J.A. Medicentres Canada Inc., as sub-lessee, dated as of December 22, 1993.</li> <li>Renewal of Lease Agreement between Anthem KRC Millwoods Mainstreet Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of March 5, 2012.</li> </ul>	Edmonton 12 - Millwoods	\$88,096.60

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
<ul style="list-style-type: none"> <li>• Renewal of Lease Agreement between Anthem KRC Millwoods Mainstreet Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of October 20, 2016.</li> <li>• Renewal of Lease Agreement between Anthem KRC Millwoods Mainstreet Ltd., as landlord, and Medicentres Canada Inc., as tenant, dated as of November 30, 2021.</li> </ul>		
<u>For premises located at 11807 Jasper Ave, Edmonton, AB, T5K 0N8</u>	Edmonton 8 - Downtown	\$81,192.98
<u>For premises located at 1032 17 Ave SW #3 Calgary, AB, T2T 0A5</u>	Calgary 6 - Mount Royal	\$62,655.54
<u>For premises located at 9540 163 Street NW #101, Edmonton, AB, T5P 3M7</u>	Edmonton 4 - Westgate	\$53,766.63
<u>For premises located at 9228 144 Ave NW #9, Edmonton, AB, T5E 6A3</u>	Edmonton 2 - Dickinsfield	\$50,646.40
<u>For premises located at 10503 Kingsway NW, Edmonton, AB, T5H 4K1</u> <ul style="list-style-type: none"> <li>• <u>Offer to Lease between First Capital Asset Management ULC, as landlord and Medicentres Canada Inc., as tenant, dated December 8, 2014</u></li> <li>• <u>Rent Deferral Agreement between First Capital Asset Management ULC, as landlord, and Medicentres Canada Inc., as tenant, dated as of July 9, 2024</u></li> </ul>	Edmonton 19 - Kingsway	\$15,550.17
<u>For premises located at 10503 Kingsway Avenue NW, Edmonton, AB, T5H 4K1</u>	Alberta 4 - Wellpoint Edmonton Kingsway	

<b>Leases</b>		
<b>Name of Agreement</b>	<b>Clinic Reference</b>	<b>Cure Costs (\$) (subject to validation of the amounts by the Monitor)</b>
	Alberta - Virtual Walk-In	

**Schedule G      Draft Notice of a Post-Closing Assignment**

**Date:** ●

**To:** ●

**Re:    Notice of Assignment of Contract  
Superior Court of Québec, District of Montreal, no 500-11-065011-245 (the “CCAA Proceedings”)**

We act as the Monitor in the CCAA Proceedings of Elna Medical Group Inc., its affiliates, and, notably, Medicenters Inc (the “**Company**”).

We refer you to the attached Approval and Reverse Vesting Order dated April [●], 2025 rendered by the Superior Court of Québec, District of Montreal in the CCAA Proceedings, and the following agreement(s) (the “**Agreement(s)**”) to which you and the Company are parties:

•

We have been notified by the Purchaser, Medavie Inc. that it seeks the post-closing assignment of the rights, benefits, obligations and interests of the Company under the Agreement(s), and we have approved such assignment as the Monitor of the Company (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](mailto:ratallah@rcgt.com); / [bfontaine@rcgt.com](mailto:bfontaine@rcgt.com); of your grounds of opposition at the latest 5 business days after receipt of this notice, failing which the Agreement will be assigned without further consents or approvals.

If you agree with the Proposed Post-Closing Assignment, you have nothing to do. The Agreement will be automatically and irrevocably assigned 5 business days following the receipt of this notice.

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

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**RAYMOND CHABOT INC.**, in its capacity  
as Court-appointed Monitor and not in its  
personal capacity

**Schedule H Post-Closing Assignment Certificate**

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-065011-245  
DATE: ●, 2025

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

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

Debtors

-and-

**RAYMOND CHABOT INC.**

Monitor

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**POST-CLOSING ASSIGNMENT CERTIFICATE**

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**RECITALS:**

On April ●, 2025, the Superior Court of Québec, District of Montreal, rendered an Approval and Reverse 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 business 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**

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Per: Benoit Fontaine, CPA, CIRP, LIT

**Schedule I Post-Closing Certificate**

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-065011-245

DATE: ●, 2025

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

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

Debtors

-and-

**RAYMOND CHABOT INC.**

Monitor

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**POST-CLOSING CERTIFICATE**

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**RECITALS:**

On ●, the Superior Court of Québec, District of Montréal, issued and Approval and Reverse Vesting Order in Court file 500-11-065011-245 (the “**Order**”), which orders the issuance and filing by the Monitor of this Post-Closing Certificate. Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Order.

The Monitor issues the Post-Closing Certificate pursuant to the terms of the Order

**THE MONITOR CERTIFIES** the following:

This Post-Closing Certificate was issued by the Monitor at \_\_\_\_ on \_\_\_\_\_.

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**RAYMOND CHABOT INC.**, in its capacity  
as Court-appointed Monitor and not in its  
personal capacity