2025 C.A. No. 549926

Nova Scotia Court of Appeal

Between:

THE ATTORNEY GENERAL OF CANADA ~~on behalf of His Majesty the King, represented by the Minister of Employment and Social Development Canada~~

Appellant

and

HealthHub Patient Engagement Solutions Inc.

Respondent

Amended Notice of Application for Leave to Appeal and Notice of Appeal (General)

REGISTRAR
Nova Scotia Court of Appeal
MAR 05 2026
HALIFAX, N.S.

To: HealthHub Patient Engagement Solutions Inc.
c/o Darren O'Keefe
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Appellant ~~appeals~~ applies for leave to appeal

The Appellant applies for leave to appeal pursuant to paragraph 193(e) of the *Bankruptcy and Insolvency* Act, RSC 1985, c B-3, ~~appeals~~ from the Approval and Reverse Vesting Order dated December 19, 2025, ("**ARVO**") made in proceedings in the Supreme Court of Nova Scotia in Bankruptcy and Insolvency showing court file number Hfx. 549144 made by the Honourable Justice John Bodurtha. ~~The~~ If leave to appeal is granted, the Appellant appeals the findings in paragraph 33 of the ARVO that:

- Residual Co. shall be deemed to be the former employer of any former employees of HealthHub Patient Engagement Solutions Inc. who were terminated between the date that the BIA Proceedings were commenced and the Closing Time, if any, provided that such deeming: (i) shall be effective immediately after the Closing Time; and (ii) will solely be for the purposes of termination pay and severance pay pursuant to the Wage Earners Protection Program ("**WEPP**" or "**Program**").

- Pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada), SC 2005, c. 47 s. 1 ("**WEPPA**"), Residual Co. meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 ("**WEPPR**") and Residual Co.'s employees are individuals who may apply for the Program as of the date of the Order.

Order or decision appealed from

The ARVO was issued December 19, 2025. It was made at Halifax, Nova Scotia.

Grounds of appeal

The grounds supporting leave to appeal are:

(1) the appeal raises an issue of general importance to bankruptcy and insolvency matters as it affects the availability of the Program when an ARVO is granted in Division I proposal proceedings and is one that this Court should consider and address;

(2) the appeal is *prima facie* meritorious as it raises a question of law relating to the authority of the Court to render an order in a Division I proposal proceeding that circumvents and defeats the purpose of the Program; and

(3) the appeal will not unduly hinder the progress of bankruptcy proceedings as the restructuring operations have been completed.

~~The grounds of appeal are~~ If leave to appeal is granted, the grounds of appeal will be:

(1) The Learned Application Judge exceeded the Court's jurisdiction by issuing an order that created alternate facts by deeming Residual Co. to be the former employer and then that pursuant to subsection 5(5) of the WEPPA, Residual Co. is the former employer who meets the criteria prescribed by section 3.2 of the WEPPR, thereby circumventing clear statutory conditions and defeating the legislative intent of the Program; and

(2) The Learned Application Judge erred in fact and law by considering that Residual Co. is the former employer of any former employees of HealthHub Patient Engagement Solutions Inc. and that the criteria under section 3.2 of the WEPPR were met (i.e. that all the employees were terminated apart from any retained for the winding down of the Company's business operations).

Authority for appeal
Bankruptcy and Insolvency Act, RSC 1985 c B-3 ss 193
Bankruptcy and Insolvency General Rules, SOR/2008-222 s 31

Order requested
The Appellant says that the Court should allow the appeal and find that Residual Co. is not the former employer of the former employees of HealthHub Patient Engagement Solutions Inc. and that the criteria under section 3.2 of the WEPPR are not met.

Motion for date and directions
The appeal will be heard on a time and date to be set by a judge of the Court of Appeal. The Appellant must not more than eighty days after the date this notice is filed, make a motion to a judge of the Court of Appeal to set that time and date and give directions. You will be notified of the motion.

Contact information
The Appellant designates the following address:

Deanna Frappier, K.C.
Department of Justice Canada
Atlantic Regional Office
Suite 1400 - 5251 Duke Street
Halifax NS B3J 1P3
Tel: 782-409-0068
Fax: 902-426-8802
Email: deanna.frappier@justice.gc.ca

Documents delivered to this address will be considered received by the Appellant on delivery.

Further contact information is available to each party through the prothonotary.

Signed at Halifax, Nova Scotia, this ~~29th~~ 5 day of ~~December 2025~~ March 2026.

Attorney General of Canada
Department of Justice Canada
Atlantic Regional Office
Suite 1400 – 5251 Duke Street
Halifax NS B3J 1P3
Fax: 902-426-8802

for: **Per: Deanna Frappier, K.C.**
Tel: 782-409-0068
Email:
deanna.frappier@justice.gc.ca

Registrar's Certificate
I certify that this notice of appeal was filed with the court on March 5, 2026.

Caroline McInnes
Registrar

Order appealed from attached as Schedule "A".

Schedule "A"

Approval and Reverse Vesting Order

SUPREME COURT OF NOVA SCOTIA

DEC 1 9 2025

HALIFAX, N.S.

2025 Hfx No. 549144

SUPREME COURT OF NOVA SCOTIA

IN BANKRUPTCY AND INSOLVENCY

In the Matter of the Notice of Intention to make a Proposal of: HealthHub Patient Engagement Solutions Inc. ("HPESI" or the "Company")

SUPREME COURT NOVA SCOTIA • FORIS IN RMA DOMICILIUM

Sgd JPB J

Applicant

ORDER
(Approval and Reverse Vesting Order)

Before the Honourable Justice Bodurtha in chambers:

UPON APPLICATION, made by HealthHub Patient Engagement Solutions Inc. (the "**Company**") pursuant to the *Bankruptcy and Insolvency Act,* R.S.C., 1985, c. B-3 (the "**BIA**"), for an order, *inter alia*:

(a) approving the subscription agreement dated as of December 8, 2025 (the "**Subscription Agreement**") between the Company and 1001285202 Ontario Inc. as purchaser, (the "**Purchaser**") as attached herein as **Schedule "A"** and the transactions contemplated thereby (the "**Transactions**");

(b) adding Residual Co. (defined below) as an Applicant to these proceedings under the *Bankruptcy and Insolvency Act* commenced under Estate No. 51-3241989 (the "**BIA Proceedings**");

(c) vesting all of the rights, title and interest in and to the Purchased Shares (as defined in the Subscription Agreement) in the Purchaser; and

(d) transferring and vesting all of the Company's rights, title and interest in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (each as defined in the Subscription Agreement) in a corporation to be incorporated ("**Residual Co.**");

AND UPON reading the Application Record of the Company, the Fifth Report of Grant Thornton Limited ("**GTL**") in its capacity as proposal trustee of the Company ("**Proposal Trustee**") to be filed and the appendices attached thereto (the "**Fifth Report**") and the other materials on file herein;

AND UPON HEARING from counsel for the Company and such other counsel who were present and wished to be heard;

On application of the Company, the following is ordered:

SERVICE

1. **THIS COURT ORDERS** that the service of the notice of application in chambers and the supporting documents, as set out in the affidavits of service filed with the Court, are hereby deemed adequate notice so that the application is properly returnable today and further service thereof is hereby dispensed with.

2. **THIS COURT ORDERS** that service of this Order is permitted at any time and place and by any means whatsoever.

DEFINED TERMS

3. **THIS COURT ORDERS** that the capitalized terms used in this Order and not defined herein shall have the meanings given to them in the Subscription Agreement and/or the Fifth Report.

APPROVAL OF THE TRANSACTIONS

4. **THIS COURT ORDERS** that the Subscription Agreement and the Transactions be and are hereby approved and that the execution of the Subscription Agreement by the Proposal

Trustee, on behalf of the Company, is hereby authorized, ratified and approved, with such minor amendments (including to Schedules) as the parties thereto may deem necessary or otherwise agree to, with the approval of the Proposal Trustee. The Company is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Purchased Shares to the Purchaser.

5. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Company to proceed with the Transactions, including for certainty the Implementation Steps, and that no director, shareholder or other approval shall be required in connection therewith.

VESTING OF EXCLUDED ASSETS & LIABILITIES IN RESIDUAL CO.

6. **THIS COURT ORDERS** that, upon the delivery of a copy of the Proposal Trustee's certificate substantially in the form attached as **Schedule "B"** hereto (the "**Closing Certificate**") to the Company and the Purchaser (the time of such delivery being referred to herein as the "**Closing Time**"), the following shall occur and shall be deemed to have occurred at the Closing Time:

(a) all of the Company's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in and to Residual Co., and any and all Claims and Encumbrances (each as defined below) shall continue to attach to the Excluded Assets and to the Cash Consideration in accordance with paragraph 9 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;

(b) all Excluded Liabilities shall be channeled to, assumed by and vest absolutely and exclusively in Residual Co., such that the Excluded Liabilities shall become the obligations of Residual Co., and shall no longer be obligations of the Company, and all of the Company's assets, undertakings and properties of every nature and kind whatsoever and wherever situate (including, for certainty, the Retained Assets, the "**Health Hub Property**"), shall be and are hereby forever released and discharged from such Excluded Liabilities and all related Claims and all Encumbrances affecting or relating to the Health Hub Property are hereby expunged and discharged as against the Health Hub Property;

(c) all of the right, title and interest in and to the Purchased Shares shall vest absolutely in the Purchaser free and clear of and from all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including without limiting the generality of the foregoing: (i) any encumbrances or charges created by any Order of the Court in the BIA Proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry systems (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances listed on **Schedule "C"** hereto); and

(d) all Equity Interests of the Company, excepting the Purchased Shares, outstanding prior to the issuance of the Purchased Shares, shall be deemed terminated and cancelled without consideration and the only Equity Interests of the Company that shall remain shall be the Purchased Shares; and

(e) the Company shall cease to be an Applicant in these BIA Proceedings, and the Company shall be deemed released from the purview of all Orders of this Court granted in respect of these BIA Proceedings, save and except for this Order, the provisions of which (as they relate to the Company) shall continue to apply in all respects .

7. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Closing Certificate, forthwith after delivery thereof in connection with the Transactions.

8. **THIS COURT ORDERS** that the Proposal Trustee may rely on written notice from the Company and the Purchaser regarding the satisfaction or waiver of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Closing Certificate.

9. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Shares (including, for greater certainty, the Administrative Charge Amount, the Administrative Expense Amount and the Priority Payment Amount) (the "**Proceeds**"), and the Excluded Assets, shall stand in the place and stead of the Purchased Shares, and that from and after the Closing Time, all Claims and Encumbrances shall attach to the Proceeds and the Excluded Assets with the same priority as they had with respect to the Purchased Shares immediately prior to the sale, as if the Purchased Shares had not been sold and remained in possession or control of the Person having that possession or control immediately prior to the sale.

10. **THIS COURT ORDERS** that, pursuant to subsection 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Company or the Proposal Trustee, as the case may be, are authorized, permitted and directed to, at the Closing Time, disclose to the Purchaser all human resources and payroll information in the Company's

records pertaining to past and current employees of the Company. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Company prior to the Closing.

11. **THIS COURT ORDERS AND DECLARES** that, effective immediately following Closing, any and all Claims of the Company arising from or relating to: (a) any change of control provisions that may arise in connection with the change of control of the Company pursuant to the Transactions; and (b) the transfer of the Excluded Assets and Excluded Liabilities to Residual Co.; and to which the Company may be bound at the Closing Time, including, for greater certainty and without limitation, all Claims and Taxes result any debt forgiveness, shall be transferred to Residual Co. and the Company shall have no obligation in connection with such Claims and Taxes. Nothing in this paragraph shall release or discharge any Claims against Residual Co. with respect to Taxes that are transferred to Residual Co.

12. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all contracts to which the Company is a party at the time of delivery of the Closing Certificate will be and remain in full force and effect upon and following delivery of the Closing Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

(a) any event that occurred on or prior to the Closing Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Company);

(b) the insolvency of the Company or the fact that the Company obtained relief under the BIA;

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Subscription Agreement, the Transactions, the provisions of this Order, or any other Order of this Court in these BIA Proceedings; or

(d) any transfer or assignment, or any change of control of the Company or the Health Hub Property arising from the implementation of the Subscription Agreement, the Transactions, or the provisions of this Order.

13. **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of the Company or the Purchaser, in respect of any Retained Liabilities, (b) the designation of any Claim as a Retained Liability is without prejudice to the Company's or the Purchaser's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Company's or the Purchaser's rights and defences, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

14. **THIS COURT ORDERS** that from and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or

obligation, expressed or implied in any contract, or lease existing between such Person and the Company (including for certainty, any contract or leases constituting the Health Hub Property) arising directly or indirectly from the commencement of these BIA Proceedings and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 12 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract, or a lease shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or the Purchaser from performing their obligations under the Subscription Agreement, or be a waiver of defaults by the Company or the Purchaser under the Subscription Agreement and the related documents.

15. **THIS COURT ORDERS** that, from and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or relating in any way to or in respect of any Excluded Assets or Excluded Liabilities and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

16. **THIS COURT ORDERS** that from and after the Closing Time:

(a) the nature of the Retained Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;

(b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to Residual Co.;

(c) any Person that prior to the Closing Time had a valid right or claim against the Company under or in respect of any Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such a right or claim against the Company but will have an equivalent Excluded Liability Claim against Residual Co., in respect of the Excluded Liability from and after the Closing Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against Residual Co.; and

(d) any Person with an Excluded Liability Claim against Residual Co. following the Closing Time shall have the same rights, priority, and entitlement as against Residual Co. as such Person had against the Company in respect of that Excluded Liability prior to the Closing Time.

17. **THIS COURT ORDERS AND DECLARES** that, as of the Closing Time, Residual Co. shall be added as an Applicant in these BIA Proceedings and all references in any Order of this Court in respect of this BIA Proceedings to: (i) an "Applicant", the "Debtor", "HPESI", or the "Company" shall refer to and include Residual Co.; and (ii) "Property" shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof, of Residual Co. (collectively, the "**Residual Co. Property**"), and, for greater certainty, the Administrative Charge (as defined in the Order of Registrar Raffi A. Balmanoukian dated September 22, 2025) shall constitute a charge on the Residual Co. Property.

PRIORITY PAYMENT, ADMINISTRATIVE CHARGE AND EXPENSE AMOUNTS

18. **THIS COURT ORDERS AND DIRECTS** that the Cash Consideration shall be paid by the Purchaser to the Proposal Trustee on the Closing Date in accordance with the Subscription Agreement. The Proposal Trustee is hereby authorized and directed to make the following distributions of the Cash Consideration in accordance with the below priority sequence (the "**Distributions**"):

(a) the Priority Payment Amounts to the respective beneficiaries, without further authorization from the Company or the Purchaser; and

(b) any amounts secured by the Administrative Charge and any Administrative Expense Amount, without further authorization from the Company or the Purchaser.

The Proposal Trustee shall be authorized and directed to make the Distributions notwithstanding any assignment in bankruptcy or any bankruptcy order made in respect of any of the Company or Residual Co.

19. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these BIA Proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA, in respect of the Company and/or Residual Co. and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of Residual Co.;

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, and Excluded Liabilities in and to Residual Co., the transfer and vesting of the Purchased Shares in and to the Purchaser, any payment of the

Priority Payment Amount, the Administrative Charge Amount and the Administrative Expense Amount by the Company and any payments by or to the Purchaser, the Company, Residual Co., or the Proposal Trustee authorized herein, or pursuant to the Subscription Agreement) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company and/or Residual Co. and shall not be void or voidable by creditors of the Company or Residual Co., as applicable, nor shall they 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 foreign legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal, provincial or territorial legislation.

PROPOSAL TRUSTEE'S ENHANCED POWERS

20. **THIS COURT ORDERS** that, in addition to the powers and duties set out in the BIA and this Order (or any other Order of this Court in these BIA Proceedings), the Proposal Trustee is hereby fully and exclusively authorized and empowered, but not obligated, to take any and all actions and steps, and execute any and all documents and writings, on behalf, and in the name, of and binding upon the Company, in order to carry out its duties under this Order or any other Order of the Court, including to execute all documents relating to the Subscription Agreement, including Assignment and Amending Agreements on behalf of the Company and its affiliate HealthHub Solutions Inc. relating to certain services agreements with the Newfoundland and Labrador (NL) Health Services, and any other documents necessary for the closing and implementation of the Transactions.

21. **THIS COURT ORDERS** that all employees of the Company shall remain the employees of the Company until such time as the Proposal Trustee, on the Company's behalf, may terminate the employment of such employees. The Proposal Trustee is hereby authorized and empowered, but not obligated, to terminate the employment of any of the Company's employees necessary of

desirable to implement the Transactions. Nothing in this Order shall, in and of itself, cause the Proposal Trustee to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

22. **THIS COURT ORDERS** that the enhancement of the Proposal Trustee's powers as set forth herein, the exercise by the Proposal Trustee of any of its powers, the performance by the Proposal Trustee of any of its duties, or the use or employment by the Proposal Trustee of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Proposal Trustee the employer, successor employer or related employer of the employees of the Company within the meaning of any provincial, federal or municipal legislation or common law governing employment, pensions or labour standards or any other statute, regulation or rule of law or equity for any purpose whatsoever or expose the Proposal Trustee to liability to any individuals arising from or relating to their previous employment by the Company.

23. **THIS COURT ORDERS** that the Proposal Trustee is not, and shall not be or be deemed to be, a director, officer or employee of the Company.

24. **THIS COURT ORDERS** that nothing in this Order, including the release of the Company from the purview of these BIA Proceedings pursuant to paragraph 6(e) hereof and the addition of Residual Co. as an Applicant in these BIA Proceedings, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Proposal Trustee in these BIA Proceedings and GTL shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Proposal Trustee at law or pursuant to the BIA, and any other Orders in these BIA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of GTL in its capacity as Proposal Trustee, all of which are expressly continued and confirmed.

25. **THIS COURT ORDERS** that no action lies against the Proposal Trustee by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Proposal Trustee and its legal counsel. The entities related or affiliated with the Proposal Trustee or belonging to the same group as the Proposal Trustee (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Proposal Trustee) shall benefit from the protection granted to the Proposal Trustee under the present paragraph.

26. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, the Proposal Trustee, its employees and representatives are not and shall not be or be deemed to be, a director, officer, or employee of Residual Co. *de facto* or otherwise.

27. **THIS COURT ORDERS** that the Proposal Trustee and each of its affiliates, current and former officers, directors, partners, employees, lawyers and agents, as applicable shall incur no liability or obligation, personally or otherwise, as a result of the carrying out of the provisions of this Order, save and except for any liability arising as a direct result of the gross negligence or wilful misconduct of the Proposal Trustee.

28. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Proposal Trustee as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of Residual Co.

RESIDUAL CO. MATTERS

29. **THIS COURT ORDERS** that from and after the Closing Date, GTL is authorized, but not obligated, to file an assignment in bankruptcy for Residual Co. pursuant to the BIA, naming GTL as trustee in bankruptcy (in such capacity, the "**Trustee**"), and take all such steps as are necessary to make the assignment in bankruptcy and commence proceedings under the BIA.

30. **THIS COURT ORDERS** that Tammy Kemp (the "**First Director**") is hereby authorized, *nunc pro tunc*, to act as director and officer of Residual Co. and, in such capacity, is hereby authorized to take such steps and perform such tasks as are necessary or desirable to facilitate the Transactions.

31. **THIS COURT ORDERS** that notwithstanding any provisions in the *Canada Business Corporations Act* or any other applicable statute, the First Director shall be entitled to tender his resignation as a director and officer upon the appointment of the Proposal Trustee in respect of Residual Co. in these proposal proceedings and the granting and issuance of this Order.

32. **THIS COURT ORDERS** that the First Director shall not incur any liability as a result of becoming a director or officer of Residual Co., save and except for any liability or obligation incurred as a result of fraud, gross negligence, or wilful misconduct on his part.

WEPPA

33. **THIS COURT ORDERS** that pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada), SC 2005, c 47 s.1, Residual Co. meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 and Residual Co.'s employees are individuals who may apply for the Wage Earner Protection Program as of the date of this Order. Residual Co. shall be deemed to be the former employer of any former employees of the Company who were terminated between the date that these BIA Proceedings were commenced and the Closing Time, if any, whose Claims against the Company are transferred to Residual Co. pursuant to this Order, provided that such deeming: (i) shall be effective immediately after the Closing Time; and (ii) will solely be for the purposes of termination pay and severance pay pursuant to the *Wage Earner Protection Program*. For greater certainty, all liabilities owing to Terminated Employees in respect of the termination of employment of such Terminated Employees shall be and constitute Excluded Liabilities which, pursuant to this Order and the

Implementation Steps, shall be discharged as against the Company and transferred to Residual Co.

RELEASES

34. **THIS COURT ORDERS** that, effective as of the Closing Time, (i) the current directors, officers, employees, legal counsel and advisors of the Company; (ii) the current directors, officers, employees, legal counsel and advisors of the Purchaser; (iii) the First Director; and (iv) the Proposal Trustee and its legal counsel and their respective current directors, officers, partners, employees, consultants and advisors (the Persons listed in (i), (ii), (iii) and (iv) being collectively, the "**Released Parties**" and each a "**Released Party**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution and indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, duties, 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) arising in connection with or relating to the BIA Proceedings, the administration of Residual Co., the Subscription Agreement, the consummation of the Transactions, and any closing document, agreement, document, instrument, matter or transaction involving the Company arising in connection with or pursuant to any of the foregoing (collectively, subject to the excluded matters below, the "**Released Claims**"), which Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provide that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim that is not permitted to be released pursuant to section 50(14) of the BIA or any claim with respect to any act or omission

that is determined by a court of competent jurisdiction to have constituted actual fraud, wilful misconduct, or gross negligence.

GENERAL

35. **THIS COURT ORDERS** that in the event of a conflict between the terms of this Order and those of any other Order of this Court, the provisions of this Order shall govern.

36. **THIS COURT ORDERS** that, following the Closing Time, the Purchaser and the Company shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Company and the Purchased Shares and the Health Hub Property.

37. **THIS COURT ORDERS** that, following the Closing Time, the title to these proceedings is hereby changed to Residual Co. as the Applicant, in a form substantially similar to the following title of proceedings:

> IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF: RESIDUAL CO.
>
> AND IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C., 1985, c. C-3, AS AMENDED

38. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

39. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist the Company, the Proposal Trustee, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to

the Company and to the Proposal Trustee, as an officer of this court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

40. **THIS COURT ORDERS** that each of the Company and the Proposal Trustee be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Proposal Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada. All courts, tribunals, and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Proposal Trustee, the Company, and/or Residual Co. as may be deemed necessary or appropriate for that purpose.

41. **THIS COURT HEREBY REQUESTS** that this Order and all of its provisions are effective as of 12:01 a.m. Nova Scotia Time on the date hereof and is enforceable without any need for entry and filing.

DATED at Halifax, Nova Scotia, this 19th day of December, 2025.

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.
I hereby certify that the foregoing document, identified by the seal of the court, is a true copy of the original document on the file herein.

DEC 19 2025

Deputy Prothonotary

TRACY-ANN MARTELL
A Justice of the Supreme
Court of Nova Scotia

TRACY-ANN MARTELL
A Justice of the Supreme
Court of Nova Scotia

SCHEDULE "A"
SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT

HEALTHHUB PATIENT ENGAGEMENT SOLUTIONS INC.

AS COMPANY

-AND-

1001285202 ONTARIO INC.

AS PURCHASER

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SUBSCRIPTION AGREEMENT is made as of December 8th, 2025.

BETWEEN:

HEALTHHUB PATIENT ENGAGEMENT SOLUTIONS INC.
(the "**Company**")

-and-

1001285202 ONTARIO INC. (the "**Purchaser**")

RECITALS:

A. The Company operates a business that supplies televisions and modernized terminals to medical facilities for patient entertainment and software-enabled hospital efficiencies (the "**Business**").

B. On June 28, 2025, the Company filed a Notice of Intention to Make a Proposal under the Bankruptcy and Insolvency Act (the "**NOI**"), and Grant Thornton Limited was appointed as trustee of the Company in the Proposal Proceedings (as hereinafter defined).

C. On July 25, 2025, the Court (as hereinafter defined) granted a stay extension order extending the time for the Company to file a proposal to September 11, 2025.

D. On September 8, 2025, the Court granted a stay extension order further extending the time for the Company to file a proposal to September 23, 2025.

E. On September 22, 2025, the Court granted a stay extension order further extending the time for the Company to file a proposal to November 7, 2025.

F. On November 7, 2025, the Court granted a stay extension order further extending the time for the Company to file a proposal to December 14, 2025.

G. The Purchaser is owed various debts by the Company pursuant to the Senior Loan Agreements (as hereinafter defined) and the DIP Facility Term Sheet (as hereinafter defined).

H. The Purchaser has agreed to subscribe for, and the Company has agreed to issue, the Purchased Shares (as hereinafter defined) on and pursuant to the terms set forth herein.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement,

"**Administrative Charge**" has the meaning given to it in the September 22 Order.

"**Administrative Charge Amount**" means cash in an amount equal to the amounts owing in respect of the obligations secured by the Administrative Charge at the Closing Time.

"**Administrative Expense Amount**" means cash in an amount equal to the Administrative Expense Costs.

"**Administrative Expense Costs**" means the reasonable and documented costs and expenses for services performed by the Trustee and its legal counsel and counsel to Residual Co. after the Closing Date in connection with the Proposal Proceedings, the administration of such proceedings to their conclusion and this Agreement, including any bankruptcy of Residual Co., to the extent such amount has not been pre-funded under the DIP Facility Term Sheet prior to the Closing Date.

"**Affiliate**" means, with respect to any specified Person, any other Person which, directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), 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). Notwithstanding the above, the Company and Residual Co. on the other hand, shall not be considered Affiliates of each other for the purposes of this Agreement.

"**Agreement**" means this subscription agreement and all attachments and Exhibits, 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 and all attached Schedules and Exhibits, and unless otherwise indicated, references to Articles, Sections, Schedules and Exhibits are to Articles, Sections, Schedules and Exhibits in this subscription agreement.

"**Applicable Law**" means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, Transaction Regulatory Approval, 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 Company, the Purchaser, the Business, or any of the Purchased Shares or the Retained Liabilities.

"**Approval and Reverse Vesting Order**" means an order of the Court substantially in the form set forth in Schedule 1.1(a).

"**Articles of Amendment**" means, to the extent required, articles of amendment or reorganization in respect of the Company's authorized and issued capital to create a new class of shares of the Company and effecting such other changes to the articles of the Company in order to consummate the transactions pursuant to this Agreement, such articles of amendment to be in form and substance satisfactory to the Purchaser, acting reasonably.

"**Business Day**" means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto, Ontario are open for commercial banking business during normal banking hours.

"**Business**" has the meaning given to such term in Recital A.

"**BIA**" means the *Bankruptcy and Insolvency Act* (Canada), as amended.

"Cash Consideration" has the meaning given to such term in Section 3.1(c).

"**Causes of Action**" means any action, claim, cross claim, third party claim, damage, judgment, cause of action, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, lien, indemnity, interest, guaranty, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity, or pursuant to any other theory of law or otherwise, of the Company against any Person, in each case based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing Time (which Causes of Action for the avoidance of doubt shall be retained by the Company on Closing).

"**Charging Order**" means the order dated July 28, 2025 granted by the Court pursuant to the BIA, as may be amended and restated from time to time whereby the Court approved, inter alia, the DIP Facility and the DIP Charge.

"**Claims**" means any and all demands, claims, liabilities, actions, causes of action, counterclaims, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet matured due or to become due, accrued or unaccrued or liquidated or unliquidated) and including all costs, fees and expenses relating thereto.

"**Closing**" means the completion of the purchase of the Purchased Shares and the transactions in accordance with the provisions of this Agreement.

"**Closing Date**" means a date no later than five (5) Business Days after the conditions set forth in Article 7 have been satisfied or waived, other than the conditions set forth in Article 7 that by their terms are to be satisfied or waived at the Closing (or such other date agreed to by the Parties in writing); provided that, if there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date.

"**Closing Documents**" means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing.

"**Closing Time**" means 10:00 a.m. (Toronto 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.

"**Company**" means HEALTHHUB PATIENT ENGAGEMENT SOLUTIONS INC., a corporation duly constituted under the federal laws of Canada.

"**Court**" means the Supreme Court of Nova Scotia in Bankruptcy and Insolvency.

"**DIP Facility**" means the credit facility in the maximum principal amount of $1,800,000 made available by the Purchaser to the Company pursuant to the DIP Facility Term Sheet.

"**DIP Facility Term Sheet**" means the DIP Facility Term Sheet dated as of July 23, 2025 among the Company as borrower, and the Purchaser as DIP lender, as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof.

"**DIP Charge**" has the meaning given to it in the Charging Order.

"**Encumbrance**" means any security interest (whether contractual, statutory or otherwise), lien, prior claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, trust (including any statutory, deemed or constructive trust), option or adverse claim or encumbrance of any nature or kind.

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

"**ETA**" means Part IX of the *Excise Tax Act* (Canada).

"**Excluded Assets**" has the meaning given to such term in Section 2.2.

"**Excluded Contracts**" means contracts of the Company as specified on Schedule 2.2(c), as such schedule may be supplemented or modified in accordance with Section 2.2(e).

"**Excluded Liabilities**" has the meaning given to such term in Section 2.4.

"**Filing Date**" means June 28, 2025.

"**Final Order**" means with respect to any order or judgment of the Court, or any other court of competent jurisdiction, with respect to the subject matter addressed in the Proposal Proceedings, that such order or judgment has not been appealed, set aside, varied or stayed within the applicable appeal period, or if such order or judgment has been appealed within the applicable appeal period or if any motion has been commenced to set aside, vary or stay such order or judgment, all such appeals and motions shall have been finally dismissed.

"**Fundamental Representations and Warranties of the Company**" means the representations and warranties of the Company included in Sections 4.1 [Due Authorization and Enforceability of Obligations], 4.2 [Existence and Good Standing] and 4.3 [Absence of Conflicts].

"**GAAP**" means generally accepted accounting principles as set out in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis.

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**GST/HST**" means all goods and services tax and harmonized sales tax imposed under the ETA.

"**HSI Contract**" mean the Agreement for the provision of Supply, Installation and Management of Television Service Platforms (Option A) dated December 8, 2023, between Provincial Health Authority, operating as Newfoundland & Labrador (NL) Health Services, and HealthHub Solutions Inc., as amended pursuant to Amendment No. 1, Amendment No. 2 dated July 31, 2024, and Amendment No. 3 effective November 5, 2024.

"**Implementation Steps**" has the meaning given to such term in Section 2.7(b).

"**Licences**" means any and all permits, licences, authorizations, consents, concessions, exemptions, leases, grants, permits, rights, privileges, approvals or other evidence of authority from any Governmental Authority and related to the Business (other than in respect of the Excluded Assets and Excluded Liabilities) and that has been issued to, granted to, conferred upon, or otherwise created for, the Company.

"**Material Adverse Effect**" means any change, effect, event, occurrence, state of facts or development that has had a material adverse effect on: (i) the Business, assets, liabilities, financial conditions or results of operations of the Company, taken as a whole; or (ii) prevents the ability of the Company to perform their obligations under, or to consummate the transactions contemplated by, this Agreement, but excluding any such change, effect, event, occurrence, state of facts or development attributable to or arising from: (A) general economic or business conditions; (B) Canadian economy , or financial, banking or securities markets in general, or other general business, banking, financial or economic conditions (including: (I) any disruption in any of the foregoing markets; (II) any change in the currency exchange rates; or (III) any decline or rise in the price of any security, commodity, contract or index); (C) acts of God or other calamities, pandemics (including COVID-19 and any Governmental Authorities response thereto), national or international political or social conditions, including the engagement and/or escalation by Canada in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon Canada or any of their territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the Canada; (D) the identity of the Purchaser or its Affiliates; (E) conditions affecting generally the industry in which the Company participates; (F) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement or the transactions contemplated by this Agreement, or the identity of the Parties; (G) changes in Applicable Laws or the interpretation thereof; (H) any change in GAAP or other accounting requirements or principles; (I) national or international political, labor or social conditions; (J) the failure of the Company to meet or achieve the results set forth in any internal projections (but not the underlying facts giving rise to such failure unless such facts are otherwise excluded pursuant to the clauses contained in this definition); or (K) any change resulting from compliance with the terms of, or any actions taken (or not taken) by any Party pursuant to or in accordance with, this Agreement; provided that the exceptions set forth in clauses (A), (B), (C), (E), (G), (H) or (I) shall not apply to the extent that such event is disproportionately adverse to the Company, taken as a whole, as compared to other companies in the industries in which the Company operates.

"**NOI**" has the meaning given to it in the recitals.

"**Order**" means any order of the Court made in the Proposal Proceedings, or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

"**Outside Date**" has the meaning given to such term in Section 10.1(b).

"**Parties**" means the Company and the Purchaser collectively, and "**Party**" means any of the Company or the Purchaser, as the context requires.

"**Permitted Encumbrances**" means the Encumbrances listed in Schedule 1.1(b).

"**Person**" includes an individual, partnership, firm, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, entity, corporation, unincorporated association, or organization, syndicate, committee, court appointed representative, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality, or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual, and for greater certainty includes any Governmental Authority.

"**Post-Closing Straddle Tax Period**" has the meaning given to such term in Section 8.3(c).

"**Pre-Closing Straddle Tax Period**" has the meaning given to such term in Section 8.3(c).

"**Priority Payment Amount**" means an amount equal to those priority payments prescribed under subsections 60(1.1), 60(1.3)(a) and 60(1.5) of the BIA.

"**Proposal Proceedings**" means the proceedings commenced under the BIA by the Company pursuant to the NOI.

"**Purchase Price**" has the meaning given to such term in Section 3.1.

"**Purchased Shares**" has the meaning given to such term in Section 2.1(a).

"**Purchaser**" has the meaning given to such term in the preamble to this Agreement.

"**Purchaser Debt and Security**" means all of the indebtedness and obligations of the Company owing to the Purchaser as at the Closing Time, including but not limited to the indebtedness and obligations existing under (a) the Senior Loan Agreements; (b) the DIP Facility; and (c) all security and ancillary documents provided pursuant to the Senior Loan Agreements and the DIP Facility, including but not limited to the DIP Charge.

"**Rally Debts**" means all of the indebtedness and obligations of the Company owing to Rally Healthcare Services & Communications Corp. as at the Closing Time.

"**Residual Co.**" means a corporation to be incorporated under the federal laws of Canada or a province thereof in advance of Closing to which the Excluded Assets, Excluded Liabilities and Excluded Contracts will be transferred as part of the Implementation Steps, and which (a) shall have no issued and outstanding shares; and (b) shall be in a form satisfactory to the Purchaser..

"**Restructuring Period Claim**" means any Claim owed by the Company arising out of the restructuring, disclaimer, resiliation, termination or breach by the Company on or after the Filing Date, of any contract, lease or other agreement, whether written or oral.

"**Retained Liabilities**" has the meaning given to such term in Section 2.3.

"**September 22 Order**" means the order dated September 22, 2025 granted by the Court pursuant to the BIA, as may be amended and restated from time to time whereby the Court approved, *inter alia*, an increase in the DIP facility to $1,800,000 and the Administrative Charge.

"**Senior Loan Agreements**" means, collectively, (i) the amended and restated credit agreement dated as of May 8, 2020 between the Company, as borrower, and The Toronto-Dominion Bank, as lender as amended from time to time; and (ii) the demand operating facility agreement dated as of May 8, 2020 between the Company, as borrower and The Toronto-Dominion Bank, as lender, as amended from time to time; which were assigned to the Purchaser.

"**Straddle Period**" has the meaning given to such term in Section 8.3(c).

"**Straddle Period Tax Returns**" has the meaning given to such term in Section 8.3(d).

"**Tax**" and "**Taxes**" means 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 Taxing Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Taxing Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, GST/HST, value added, consumption, sales, use, excise, stamp, withholding, business, franchising, escheat, 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, Ontario, and other government pension plan premiums or contributions.

"**Tax Act**" means the *Income Tax Act* (Canada) and shall also include a reference to any applicable and corresponding provisions under the income tax laws of a province or territory of Canada, as applicable.

"**Tax Return**" means any return, declaration, report, statement, information statement, form, election, amendment, claim for refund, schedule or attachment thereto or other document filed or required to be filed with a Taxing Authority with respect to Taxes.

"**Taxing Authorities**" means His Majesty the King in right of Canada, His Majesty the King in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof, and any Canadian or other Governmental Authority exercising taxing authority or power, and "**Taxing Authority**" means any one of the Taxing Authorities.

"**Terminated Employees**" means those individuals employed by the Company whose employment will be terminated prior to Closing, pursuant to Section 8.4, as determined by the Purchaser by written notice to the Company at least (3) days prior to the Closing Date.

"**Trustee's Certificate**" means the certificate delivered to the Purchaser, and filed with the Court, by the Trustee certifying that the Trustee has received written confirmation in form and substance satisfactory to the Trustee, in its sole discretion, from the Company and the Purchaser that all conditions to Closing have been satisfied or waived by the applicable Parties and the transactions contemplated by this Agreement have been completed.

"**Trustee**" means Grant Thornton Limited in its capacity as trustee of the Company in the Proposal Proceedings, and not in its personal or corporate capacity.

1.2 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

1.3 Headings, Table of Contents, etc.

The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Agreement. The recitals to this Agreement are an integral part of this Agreement.

1.4 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.5 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars. References to "$" are to Canadian dollars.

1.6 Certain Phrases

In this Agreement (i) the words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation" and (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expression "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Agreement.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon (i) such a determination of invalidity or unenforceability or (ii) any change in Applicable Law or other action by any Governmental Authority which materially detracts from the legal or economic rights or benefits, or materially increases the obligations, of any Party or any of its Affiliates under this Agreement, the Parties shall negotiate to modify this Agreement in good faith so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

1.8 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the Parties, and set out all the covenants, promises, warranties, representations, conditions and agreements among the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral among the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto, and provided that such amendment is consented to by the Trustee. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any Claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the Court for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 12.6 shall be deemed effective service of process on such Party.

1.11 Incorporation of Schedules

Any schedule or exhibit attached thereto, and any schedule attached to this Agreement, is an integral part of this Agreement.

The Parties acknowledge that as of the date of this Agreement, the Schedules to this Agreement are not complete. Such Schedules, where applicable, may be amended or completed by the Purchaser by written notice to the Company, and in consultation with the Trustee, on or before the dates set out in this Agreement.

1.12 Accounting Terms

All accounting terms used in this Agreement are to be interpreted in accordance with GAAP unless otherwise specified.

1.13 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

1.14 Computation of Time Periods

If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Agreement, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE 2
SUBSCRIPTION

2.1 Agreement to Subscribe for and Issue Purchased Shares

(a) Upon and subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, and subject to the completion of the Implementation Steps required to be completed prior to the Closing Time, the Company shall issue to the Purchaser, and the Purchaser shall subscribe for that number of shares in the share capital of the Company from treasury, to be specified by the Purchaser at least two (2) days prior to Closing, which shares shall be free and clear of all Encumbrances (the "**Purchased Shares**").

(b) Pursuant to the Approval and Reverse Vesting Order and, if required, the Articles of Amendment, in accordance with the Implementation Steps, all Equity Interests of the Company outstanding prior to the issuance of the Purchased Shares, other than the Purchased Shares, shall be cancelled, without consideration, and the Purchased Shares shall represent 100% of the outstanding Equity Interests in the Company after such cancellation and issuance.

(c) For the avoidance of doubt, upon the Closing and after the completion of the Implementation Steps, the Company shall be wholly owned, directly or indirectly, by the Purchaser.

2.2 Excluded Assets

Notwithstanding any provision of this Agreement to the contrary, as of the Closing, the assets of the Company shall not include any of the following assets, together with any other assets as set forth on Schedule 2.2, which schedule can be amended by the Purchaser immediately prior to Closing (collectively, the "**Excluded Assets**"):

(a) the Cash Consideration;

(b) the Tax records and returns, and books and records pertaining thereto and other documents, in each case, that primarily or solely relate to any of the Excluded Liabilities or Excluded Assets, provided that the Company may take copies of all Tax records and books and records pertaining to such records to the extent necessary or useful for the carrying on of the Business after Closing, including the filing of any Tax Return;

(c) the Excluded Contracts;

(d) any rights which accrue to Residual Co. as contemplated hereby; and

(e) any other asset, including contracts and leases, identified by the Purchaser to the Company in writing as an Excluded Asset immediately prior to Closing.

2.3 Retained Liabilities

Pursuant to this Agreement and the Approval and Reverse Vesting Order, as of the Closing Time, in accordance with Section 2.6 hereof, the only obligations and liabilities of the Company shall consist of only the items specifically set forth below (collectively, the "**Retained Liabilities**"); provided, for the avoidance of doubt, that the Retained Liabilities of the Company pursuant to this Section 2.3 shall continue to be liabilities of the Company as of the Closing:

(a) the Purchaser Debt and Security;

(b) the Rally Debt;

(c) all post-filing Claims set out in Schedule 2.3;

(d) all liabilities of the Company arising from and after Closing;

(e) Tax liabilities of the Company for any period, or the portion thereof, beginning on or after the Closing Date; and

(f) those specific Retained Liabilities set forth in Schedule 2.3.

2.4 Excluded Liabilities

Except as expressly retained pursuant to, or specifically contemplated by Section 2.3, all Claims and all debts, obligations and liabilities of the Company or any predecessors thereof, of any kind or nature, shall be assigned to, and become the sole obligation of Residual Co. pursuant to the terms of the Approval and Reverse Vesting Order and this Agreement, and, as of the Closing Date, the Company shall not have any obligation, duty, or liability of any kind whatsoever, except as expressly retained pursuant to Section 2.3, whether accrued, contingent, known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, unliquidated, absolute, accrued, contingent or otherwise, and whether due or to become due, and such liabilities or obligations shall be the sole responsibility of Residual Co., including *inter alia*, the non-exhaustive list of those certain liabilities set forth in Schedule 2.4 and any and all liability relating to any change of control provision that may arise in connection with the change of control contemplated by the transactions hereunder and to which the Company may be bound as at Closing, all liabilities relating to or under the Excluded Assets, liabilities for employees whose employment with the Company is terminated on or before Closing, including the Terminated Employees and Restructuring Period Claims (collectively, the "**Excluded Liabilities**"). The Purchaser may, with the consent of the Company and the Trustee, which consent shall not be unreasonably withheld, amend the clarifying items listed in Schedule 2.4 as specifically enumerated Excluded Liabilities immediately prior to Closing.

2.5 Transfer of Excluded Liabilities to Residual Co.

On the Closing Date, pursuant to the terms of the Approval and Reverse Vesting Order, the Company shall assign and transfer the Excluded Liabilities to Residual Co., and Residual Co. shall assume the Excluded Liabilities for the consideration set out in Section 2.6. All of the Excluded Liabilities shall be discharged from the Company as of the Closing, pursuant to the Approval and Reverse Vesting Order.

2.6 Transfer of Excluded Assets to Residual Co.

On the Closing Date, pursuant to the terms of the Approval and Reverse Vesting Order and in consideration for Residual Co. assuming the Excluded Liabilities pursuant to Section 2.5 of this Agreement, the Company shall assign and transfer the Excluded Assets to Residual Co., and the Excluded Assets shall vest in Residual Co. pursuant to the Approval and Reverse Vesting Order.

2.7 Pre-Closing and Closing Reorganization

(a) The specific mechanism for implementing the Closing, payment of the Cash Consideration, and the structure of the transactions contemplated by this Agreement shall be structured in a tax efficient manner mutually agreed upon by the Parties, each acting reasonably.

(b) On or prior to the Closing Date, the Company shall effect, or cause any of its subsidiaries to effect, the transaction steps and pre-closing reorganization (collectively, the "**Implementation Steps**") as set forth in Schedule 2.7(b), which Schedule shall be agreed upon by the Company and the Purchaser, each acting reasonably, and in consultation with the Trustee, at least two (2) days prior to the hearing of the Company's motion to the Court seeking the Approval and Reverse Vesting Order; provided that in no event will the Implementation Steps described in Schedule 2.7(b) be materially prejudicial to the interests of the Purchaser under the other sections of this Agreement. The Implementation Steps may include, without limitation, the transfer or assignment of assets or contracts of the Company or its subsidiaries to Residual Co., or the formation of new entities required to implement the transactions contemplated by this Agreement in a tax efficient manner, consistent with Section 2.7(a).

(c) The Implementation Steps, including the compromises and releases to be effective on the Closing Date, shall occur, and be deemed to have occurred in the order, manner and at such time to be set out in Schedule 2.7(b).

(d) The timing and sequence of the Implementation Steps and the Closing on the Closing Date may be altered at the request of the Purchaser, acting reasonably, and after consultation with the Trustee.

ARTICLE 3
PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The total aggregate consideration payable by the Purchaser for the Purchased Shares (the "**Purchase Price**") is equal to (the "**Cash Consideration**"):

(a) the Administrative Charge Amount;

(b) the Administrative Expense Amount; and

(c) the Priority Payment Amount; less

(d) the amount of cash held by the Company as at the Closing.

3.2 Satisfaction of Purchase Price

The Purchase Price shall be paid and satisfied on the Closing Date by the Purchaser paying the Cash Consideration to the Trustee, subject to Section 8.5.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Purchaser, as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Purchased Shares:

4.1 Due Authorization and Enforceability of Obligations

Subject to the granting of the Approval and Reverse Vesting Order, this Agreement has been duly authorized, executed and delivered by it, and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

4.2 Existence and Good Standing

The Company is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and (i) has all requisite power and authority to execute and deliver this Agreement and (ii) has taken all requisite corporate or other action necessary for it to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated hereunder.

4.3 Absence of Conflicts

The execution and delivery of this Agreement by the Company and the completion by the Company of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, (subject to the granting of the Approval and Reverse Vesting Order) and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under the certificate of incorporation, articles, by-laws or other constituent documents of the Company. Subject to the granting of the Approval and Reverse Vesting Order, the execution, delivery and performance by the Company does not and will not violate any Order.

4.4 Approvals and Consents

The execution and delivery of this Agreement by the Company, the completion by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than the entry of the Approval and Reverse Vesting Order by the Court.

4.5 Subsidiaries

Schedule 4.5 sets forth a complete and correct list of the subsidiaries of the Company.

4.6 Tax

Schedule 4.6 sets forth a complete and correct list of the name, jurisdiction of organization and Tax registrations of the Company. The Company is validly registered for the collection and payment of all Taxes as required under Applicable Law. All Taxes reported on the Tax Returns and any related notices of assessment or reassessment of the Company for all of the Tax periods ending on or prior to the Closing Date have been duly and timely paid, except as otherwise disclosed to the Purchaser with respect to certain pre-filing amounts outstanding in respect of GST/HST. The Company has withheld and has duly and timely remitted, or shall duly and timely remit, to the appropriate Taxing Authority all Taxes required by Applicable Law to be withheld or deducted, except as otherwise disclosed to the Purchaser with respect to certain pre-filing amounts outstanding in respect of GST/HST.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser represents and warrants to the Company as follows, and acknowledges that the Company is relying upon the following representations and warranties in connection with the sale of the Purchased Shares:

5.1 Due Authorization and Enforceability of Obligations

This Agreement has been duly authorized, executed and delivered by the Purchaser, and, assuming the due authorization, execution and delivery by it, this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

5.2 Existence and Good Standing

The Purchaser is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated by this Agreement.

5.3 Absence of Conflicts

The execution and delivery of this Agreement by the Purchaser and the completion by the Purchaser of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, or any of its properties or assets, and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles, by-laws or other constituent documents.

5.4 Approvals and Consents

The execution and delivery of this Agreement by the Purchaser, the completion by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated herein, do not and will not require any consent, approval or other action, with or by, any Governmental Authority, other than the granting of the Approval and Reverse Vesting Order by the Court.

5.5 No Actions

There is not, as of the date hereof, pending or, to the Purchaser's knowledge, threatened against it or any of its properties, nor has the Purchaser received notice in respect of, any Claim, potential Claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Authority or legislative body, other than the Court, that, would prevent it from executing and delivering this Agreement, performing its obligations hereunder and consummating the transactions and agreements contemplated by this Agreement.

5.6 Residence

The Purchaser is not a non-resident of Canada within the meaning of the Tax Act.

ARTICLE 6
AS IS, WHERE IS

The Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Business, the Purchased Shares, the Retained Liabilities and all related operations of the Company, and, based solely thereon and the advice of its financial, legal and other advisors, has determined to proceed with the transactions contemplated by this Agreement. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of the Company expressly set forth in Article 4, the Purchaser understands, acknowledges and agrees that all other representations, warranties, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company or the Business, or the quality, quantity or condition of the Purchased Shares) are specifically disclaimed by the Company, their respective financial and legal advisors and the Trustee and its legal counsel. THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY EXPRESSLY AND SPECIFICALLY SET FORTH IN Article 4: (A) THE PURCHASER IS ACQUIRING THE PURCHASED SHARES ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE COMPANY, THE TRUSTEE OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF EITHER OF THE COMPANY, OR THE TRUSTEE WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE COMPANY, THE BUSINESS, THE PURCHASED SHARES, THE RETAINED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE

AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS RESPECTIVE REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, STATEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

ARTICLE 7
CONDITIONS

7.1 Conditions for the Benefit of the Purchaser and Company

The respective obligations of the Purchaser and the Company to consummate the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

(a) *No Law* – no provision of any Applicable Law and no Order preventing or otherwise frustrating the consummation of the purchase of the Purchased Shares or any of the other transactions pursuant to this Agreement shall be in effect;

(b) *Final Order* – the Approval and Reverse Vesting Order shall have been issued and entered and shall be a Final Order; and

The Parties acknowledge that the foregoing conditions are for the mutual benefit of each of the Company and the Purchaser. The condition set out in Section 7.1(a) may be waived by either of the Company and the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on any of the Company or the Purchaser, as applicable, only if made in writing. The condition set out in Section 7.1(b) may not be waived.

7.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver by the Purchaser of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Purchaser):

(a) *Performance of Covenants* – the covenants contained in this Agreement to be performed or complied with by the Company at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;

(b) *Truth of Representations and Warranties* – (i) the Fundamental Representations and Warranties of the Company shall be true and correct in all respects as of the Closing Date, as if made at, and as of, such date (except for *de minimus* inaccuracies) and (ii) all other representations and warranties of the Company contained in Article 4 shall be true and correct in all respects as of the Closing Date, as if made at, and as of, such date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date) except where the failure to be so true and correct would not, in the aggregate, have a Material Adverse Effect (and, for this purpose, any reference to "material", "Material Adverse Effect" or other concepts of materiality in such representation and warranties shall be ignored);

(c) *Officer's Certificates* – The Purchaser shall have received a certificate confirming the satisfaction of the conditions contained in Sections 7.2(a) (*Performance of Covenants*) and 7.2(b) (*Truth of Representations and Warranties*), signed for and on behalf of the Company by an executive officer of the Company or other Persons acceptable to the Purchaser, without personal liability, in each case in form and substance reasonably satisfactory to the Purchaser;

(d) *No Material Adverse Effect* – since the date hereof, no change effect, event, occurrence, state of facts or development shall have occurred that resulted in, or would reasonably be expected to result in, a Material Adverse Effect;

(e) *Company's Deliverables* – the Company shall have delivered to the Purchaser all of the deliverables contained in Section 11.2 in form and substance reasonably satisfactory to the Purchaser;

(f) *Implementation Steps* – the Company shall have completed the Implementation Steps that are required to be completed prior to Closing, in form and substance reasonably acceptable to the Purchaser, acting reasonably;

(g) *Terminated Employees* - the Company shall have terminated the employment of the Terminated Employees, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of or damages in lieu of, statutory notice, termination payments, severance, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Approval and Reverse Vesting Order, shall be assigned and transferred as against the Company to, and assumed by, Residual Co.

7.3 Conditions for the Benefit of the Company

The obligation of the Company to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver where applicable by the Company of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Company):

(a) *Truth of Representations and Warranties* – the representations and warranties of the Purchaser contained in Article 5 will be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date) except where the failure to be so true and correct would not reasonably be expected to have a material and adverse effect on the Purchaser's ability to consummate the transactions contemplated by this Agreement;

(b) *Performance of Covenants* – the covenants contained in this Agreement to be performed by the Purchaser at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

(c) *Officer's Certificate* –the Company shall have received a certificate confirming the satisfaction of the conditions contained in Sections 7.3(a) and 7.3(b) signed for and on behalf of the Purchaser without personal liability by an executive officer of the Purchaser or other Persons acceptable to the Company, acting in a commercially reasonable manner, in each case, in form and substance satisfactory to the Company, acting in a commercially reasonable manner; and

(d) *Purchaser Deliverables* – the Purchaser shall have delivered to the Company all of the deliverables contained in Section 11.3 in form and substance satisfactory to the Company, acting in a commercially reasonable manner.

ARTICLE 8
ADDITIONAL AGREEMENTS OF THE PARTIES

8.1 Access to Information and Properties

(a) Until the Closing Time, the Company, with oversight of the Trustee, shall give to the Purchaser's personnel engaged in the transactions contemplated by this Agreement and their accountants, legal advisers, consultants, financial advisors and representatives during normal business hours reasonable access to its premises and to all of the books, records, and other information relating to the Business, and shall furnish them with all such information relating to the Business, the Company, the Retained Liabilities and the list of employees as Purchaser may reasonably request in connection with the transactions contemplated by this Agreement, such requests to be made to the Trustee; provided that such access shall be conducted at Purchaser's expense, in accordance with Applicable Law and under supervision of the Trustee or the Company's senior management and in such a manner as to maintain confidentiality, and the Company will not be required to provide access to or copies of any such books and records if: (i) the provision thereof would cause the Company to be in contravention of any Applicable Law; or (ii) making such information available would: (1) result in the loss of any lawyer-client or other legal privilege; or (2) cause the Company to be found in contravention of any Applicable Law, or contravene any fiduciary duty or agreement (including any confidentiality agreement to which either of the Company or any of their Affiliates are a party). Notwithstanding anything in this Section 8.1(a) to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Business or the possible sale thereof to any other Person.

(b) Following the Closing, the Purchaser shall make all books and records of the Company, which are not Excluded Assets, reasonably available to the Trustee upon at least five (5) Business Days prior notice, for a period of seven (7) years after Closing, and shall, at such Party's expense, permit the Trustee to take copies thereof as they may determine to be necessary or useful to accomplish their respective roles; provided that Purchaser shall not be obligated to make such books and records available to the extent that doing so would: (i) violate Applicable Law; (ii) jeopardize the protection of a solicitor-client privilege; or (iii) unreasonably interfere with the ongoing business and operations of the Company and its Affiliates, as determined by the Company, acting reasonably.

(c) Following the Closing, the Company shall make all books and records comprising Excluded Assets reasonably available to the Trustee and any trustee in bankruptcy of Residual Co. upon at least five (5) Business Days prior notice, for a period of seven (7) years after Closing, and shall, at such Party's expense, permit the Trustee and any trustee in bankruptcy of Residual Co. to take copies thereof as they may determine to be necessary or useful to accomplish their respective roles; provided that the Company shall not be obligated to make such books and records available to the extent that doing so would: (i) violate Applicable Law; (ii) jeopardize the protection of a solicitor-client privilege; or (iii) unreasonably interfere with the ongoing business and operations of the Company and its Affiliates, as determined by the Company, acting reasonably.

8.2 Covenants Relating to this Agreement

(a) Each of the Parties shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Parties in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, from the date hereof until the Closing Date, each Party shall and, where appropriate, shall cause each of its Affiliates to:

(i) negotiate in good faith and use its commercially reasonable efforts to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable to satisfy the conditions precedent to the obligations of such Party hereunder (including, where applicable, negotiating in good faith with the applicable Governmental Authorities and/or third Persons in connection therewith), and to cause the fulfillment at the earliest practicable date of all of the conditions precedent to the other Party's obligations to consummate the transactions contemplated hereby; and

(ii) not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the transactions contemplated by this Agreement.

(b) From the date hereof until the Closing Date, the Purchaser hereby agrees, and hereby agrees to cause its representatives to, keep the Company and the Trustee informed on a reasonably current basis, and no less frequently than on a weekly basis through teleconference or other meeting, and as reasonably requested by each of the Company or the Trustee, as to the Purchaser's progress in terms of the satisfaction of the conditions precedent contained herein.

(c) From the date hereof until the Closing Date, the Company hereby agrees, and hereby agrees to cause its representatives to, keep Purchaser informed on a reasonably current basis, and no less frequently than on a weekly basis through teleconference or other meeting, and as reasonably requested by the Purchaser or the Trustee, as to the Company's progress in terms of the satisfaction of the conditions precedent contained herein.

(d) Each of the Company and the Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings, reasonably necessary for the consummation of the transactions contemplated by this Agreement, and to take such other actions to consummate or implement as soon as reasonably practicable, the transactions contemplated by this Agreement.

(e) From the date hereof until the Closing Date, the Company hereby agrees, and hereby agrees to cause their representatives to, promptly notify the Purchaser of (i) any event, condition, or development that has resulted in the inaccuracy in a material respect or material breach of any representation or warranty, covenant or agreement contained in this Agreement, or (ii) any Material Adverse Effect occurring from and after the date hereof prior to the Closing Date.

(f) Each of the Company and the Purchaser agree to use commercially reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain any material third-party consents and approvals as may be required in connection with the transaction contemplated by this Agreement.

(g) The Company agrees to use commercially reasonable efforts to promptly provide all documentation, copies of agreements and information reasonably required by the Purchaser to complete and finalize the Schedules to this Agreement. Such information and documentation shall be provided to the Purchaser on an ongoing basis following execution of this Agreement and in any event shall be provided to the Purchaser no later than two (2) days prior to the date of the hearing of the Company's motion to the Court seeking the Approval and Reverse Vesting Order.

8.3 Tax Matters

(a) The Purchaser and the Company agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Shares and the Retained Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters. The Purchaser and the Company also agree to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Company, the Purchased Shares and the Retained Liabilities as is reasonably necessary for the Purchaser to acquire them in a tax efficient manner for both the Purchaser and the Company.

(b) The Purchaser and the Company shall each be responsible for the preparation of their own statements required to be filed under the Tax Act, the ETA, and other Tax forms and returns in accordance with Applicable Law.

(c) For all purposes under this Agreement for which it is necessary to apportion Taxes in a period which includes (but does not end on) the Closing Date (a "**Straddle Period**"), all, personal property Taxes and similar ad valorem obligations shall be apportioned between the period up to and including the Closing Date (such portion of such Straddle Period, the "**Pre-Closing Straddle Tax Period**") and the taxable period after the Closing Date (such portion of such Straddle Period, the "**Post-Closing Straddle Tax Period**"), on a per diem basis. Except as otherwise provided herein, with respect to the Purchased Shares, the Company shall be liable for the proportionate amount of such personal property Taxes and similar ad valorem obligations that are attributable to the Pre-Closing Straddle Tax Period, and the Purchaser shall be liable for the proportionate amount of such personal property Taxes and similar ad valorem obligations that are attributable to the Post-Closing Straddle Tax Period. For all purposes under this Agreement, in the case of any Tax based upon or related to receipts, sales, use, payroll, or withholding, in respect of any Straddle Period, the portion of such Tax allocable to the Pre-Closing Straddle Tax Period shall be deemed to be the amount that would be payable if the relevant Straddle Period ended on and included the Closing Date. To the extent such closing of the books method is not incorporated under the law of a jurisdiction for particular types of entities, allocations of income among the periods shall be made to replicate the closing of the books method to the maximum extent possible.

(d) The Purchaser shall (a) cause the Company to prepare, or cause to be prepared, and file, or cause to be filed, all Tax Returns for the Company for all Tax periods ending on or prior to the Closing Date and for which Tax Returns have not been filed as of such date; and (b) cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them and to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date. All such Tax Returns in clauses (a) and (b) of this Section 8.3(d) constitute the "**Straddle Period Tax Returns**". The Company, the Trustee and the Purchaser shall co-operate reasonably with each other and make available to each other in a timely fashion such data and other information as may reasonably be required for the preparation of any Straddle Period Tax Return and the Purchaser shall preserve (or cause the Company to preserve) such data and other information until the expiration of any applicable limitation period under Applicable Law with respect to Taxes. The Purchaser will use commercially reasonable best efforts to provide drafts of all Straddle Period Tax Returns required to be prepared by the Purchaser or the Company to the Trustee in advance of their filing with the relevant Taxing Authority. The Purchaser and the Trustee shall, subject only to Applicable Law, cooperate in considering any amendments to such Tax Returns as the Trustee may request. The Purchaser shall, unless otherwise agreed to by the Purchaser in writing, cause the Company to make an election pursuant to subsection 256(9) of the Tax Act in respect of the taxation year ending as a result of the acquisition of control of it by the Purchaser.

8.4 Employee Matters

(a) The Company shall have terminated the employment of the Terminated Employees, as requested by the Purchaser in its sole discretion, and all Liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, vacation pay, termination payments, severance, benefits, bonuses or other compensation or entitlements, all of which Liabilities shall be Excluded Liabilities or shall be discharged by the Approval and Reverse Vesting Order.

8.5 Cash Consideration

(a) On the Closing Date, the Cash Consideration shall be paid to the Trustee, which the Trustee shall hold for the benefit of Persons entitled to be paid the Cash Consideration.

(b) From time to time after the Closing Date, the Trustee may pay, from the Cash Consideration, the Priority Payment Amount, the Administrative Expense Costs and the Administrative Charge Amount, in each case to the Persons entitled to receive payment of these amounts, in its sole discretion and without further authorization from the Company or Purchaser. Any unused portion of the Cash Consideration after payment or reservation for the Priority Payment Amount, the Administrative Expense Costs and the Administrative Charge Amount, as determined by the Trustee, in its sole discretion, shall be transferred by the Trustee to the Purchaser, or as directed by it.

(c) Notwithstanding the foregoing or anything else contained herein or elsewhere, each of the Company and the Purchaser acknowledges and agrees that: (i) the Trustee's obligations under this Agreement are and shall remain limited to those specifically set out in this Section 8.5; and (ii) the Trustee is acting solely in its capacity as trustee pursuant to the NOI and not in its personal or corporate capacity, and the Trustee has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Trustee's gross negligence or intentional fault.

(d) The Parties acknowledge that the Trustee may rely upon the provisions of this Section 8.5 notwithstanding that the Trustee is not a party to this Agreement.

The provisions of Sections 8.5(c) and (d) above shall survive the termination or non-completion of the transactions contemplated by this Agreement.

ARTICLE 9
INSOLVENCY PROVISIONS

9.1 Court Orders and Related Matters

(a) From and after the date of this Agreement and until the Closing Date, the Company shall deliver to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, and other papers to be filed or submitted by the Company in connection with or related to this Agreement, including with respect to the Approval and Reverse Vesting Order, for Purchaser's prior review at least three (3) days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for three (3) days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The Company acknowledges and agrees (i) that any such motions materials shall be in form and substance satisfactory to the Purchaser, acting reasonably, and (ii) to consult and cooperate with Purchaser regarding any hearing in respect of any of the foregoing.

(b) Notice of the motion seeking the issuance of the Approval and Reverse Vesting Order shall be served or be caused to be served by the Company on all Persons required to receive notice under Applicable Law and the requirements of the BIA, the Court, and any other Person determined necessary by the Company or Purchaser, acting reasonably.

(c) If the Approval and Reverse Vesting Order relating to this Agreement is appealed or a motion for leave to appeal is filed with respect thereto, the Company agrees (subject to the available liquidity of the Company) to take all action as may be commercially reasonable and appropriate to defend against such appeal or motion.

(d) The Company acknowledges and agrees, that the Approval and Reverse Vesting Order shall provide that, on the Closing Date and concurrently with the Closing, the Purchased Shares shall be transferred to the Purchaser free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE 10
TERMINATION

10.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

(a) by mutual written consent of each of the Company and the Purchaser;

(b) by the Purchaser, if Closing has not occurred on or before December 28, 2025 or such later date agreed to by each of the Company and the Purchaser in writing in consultation with the Trustee (the "**Outside Date**"), provided that the terminating Party is not in breach of any representation, warranty, covenant or other agreement in this Agreement which would prevent the satisfaction of the conditions in Article 7 by the Outside Date;

(c) by the Purchaser, if at any time after the date hereof any of the conditions in Article 7 are not capable of being satisfied by the applicable dates required in Article 7 of this Agreement or if not otherwise required, by the Outside Date;

(d) by the Purchaser, upon the appointment of a receiver, trustee in bankruptcy or similar official in respect of the Company or any of the property of the Company, other than with the prior written consent of the Purchaser;

(e) by the Purchaser, upon the termination, dismissal or conversion of the Proposal Proceedings;

(f) by the Purchaser, upon dismissal of the motion for the Approval and Reverse Vesting Order (or if any such order is stayed, vacated or varied without the consent of the Purchaser);

(g) by the Purchaser, if a court of competent jurisdiction, including the Court or other Governmental Authority has issued an Order or taken any other action to restrain, enjoin or otherwise prohibit the consummation of Closing and such Order or action has become a Final Order;

(h) by the Company, if there has been a material violation or breach by the Purchaser of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 7.1 or Section 7.3, as applicable, by the Outside Date, and such violation or breach has not been waived by the Company, or cured by the Purchaser within ten (10) Business Days after written notice thereof from the Company, unless the Company is in material breach of its obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 7.1 or Section 7.2, as applicable, by the Outside Date; and

(i) by the Purchaser, if there has been a material violation or breach by any of the Company of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 7.1 or Section 7.2, as applicable, by the Outside Date, and such violation or breach has not been waived by the Purchaser, or cured by the Company within ten (10) Business Days after written notice thereof from the Purchaser, unless the Purchaser is in material breach of its obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 7.1 or Section 7.3, as applicable, by the Outside Date.

The Party desiring to terminate this Agreement pursuant to this Section 10.1 (other than pursuant to Section 10.1(a)) shall give written notice of such termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

10.2 Effect of Termination

In the event of termination of this Agreement pursuant to Section 10.1, this Agreement shall become void and of no further force or effect without liability of any Party to any other Party to this Agreement except that: (i) Sections 8.5(c) and 8.5(d), this Section 10.2, Section 12.1, Section 12.3, Section 12.4, Section 12.5, Section 12.6 and Section 12.7 shall survive; and (ii) no termination of this Agreement shall relieve any Party of any liability for any wilful breach by it of this Agreement, or impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement in accordance with Section 12.3.

ARTICLE 11
CLOSING

11.1 Location and Time of the Closing

The Closing shall take place at the Closing Time on the Closing Date at the offices of Chaitons LLP in Toronto, or at such other location as may be agreed upon by the Parties, or, if agreed upon by the Parties, may take place electronically (other than delivery of such Closing documents required to be originals, including original share certificate(s) representing the Purchased Shares issuable in the name of the Purchaser).

11.2 Company's Deliveries at Closing

At Closing, the Company shall deliver to the Purchaser the following:

(a) a true copy of the Approval and Reverse Vesting Order, which shall be a Final Order;

(b) a certificate of a senior officer or director of the Company (in such capacity and without personal liability) in form and substance reasonably satisfactory to the Purchaser: (i) certifying that the board of directors of the Company, has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, as applicable, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (ii) certifying as to the incumbency and signature of the authorized signatory of the Company executing this Agreement and the other transaction documents contemplated herein, as applicable;

(c) the certificates contemplated by Section 7.2(c);

(d) confirmation of the due incorporation of Residual Co. on the terms set forth herein;

(e) assignment of the HSI Contract from HealthHub Solutions Inc. to the Company with the consent of Provincial Health Authority, operating as Newfoundland & Labrador (NL) Health Services in a form satisfactory to the Purchaser, acting reasonably;

(f) evidence of completion of the Implementation Steps to be completed on or prior to Closing, including but not limited to:

  (i) delivery of a copy of an assumption and assignment agreement from the Company to Residual Co. with respect to the Excluded Assets and Excluded Liabilities; and

  (ii) delivery of a copy an assumption and assignment agreement from the Company to Residual Co. with respect to the Excluded Contracts;

(g) share certificate(s) representing the Purchased Shares issued in the name of the Purchaser;

(h) evidence of the filing of the Articles of Amendment, as applicable;

(i) a certificate of compliance with respect to the Company issued by the appropriate government official of its jurisdiction of incorporation;

(j) the minute books and corporate records of the Company;

(k) all keys, passwords, bank account authorizations, access codes and other materials related to the Business or Retained Liabilities;

(l) resignations of all remaining directors and officers of the Company immediately prior to the Closing, and where such resignations are not available, those directors and officers shall be deemed to have resigned; and

(m) all other documents as reasonably requested by the Purchaser in good faith.

11.3 Purchaser's Deliveries at Closing

At Closing, the Purchaser shall deliver to the Company or, in the case of the amount described in 11.3(a), to the Trustee:

(a) the Cash Consideration;

(b) a certificate of a senior officer or director of the Purchaser (in such capacity and without personal liability), in form and substance reasonably satisfactory to the Company: (i) certifying that the board of directors has adopted resolutions (in a form attached to such certificate) authorizing the execution, delivery and performance of this Agreement and the transactions contemplated herein, as applicable, which resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and (ii) certifying as to the incumbency and signature of the authorized signatory of the Purchaser executing this Agreement and the other transaction documents contemplated herein, as applicable;

(c) a certificate of compliance with respect to the Purchaser issued by the appropriate government official of its jurisdiction of incorporation;

(d) the certificate contemplated by Section 7.3(c); and

(e) all other documents required to effect to the transaction contemplated by this Agreement, as reasonably requested by the Company in good faith.

11.4 Trustee

When all conditions to Closing set out in Article 7 have been satisfied and/or waived by the Company or the Purchaser, as applicable, the Company and the Purchaser, or their respective counsel, shall each deliver to the Trustee written confirmation, in form and substance satisfactory to the Trustee, that all conditions to Closing have been satisfied or waived, subject to the Trustee's delivery of the Trustee's Certificate to the Purchaser in accordance with the Approval and Reverse Vesting Order. Upon receipt of such written confirmation, the Trustee shall: (i) issue forthwith its Trustee's Certificate in accordance with the Approval and Reverse Vesting Order; and (ii) file as soon as practicable a copy of the Trustee's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Purchaser). The Parties hereby acknowledge and agree that the Trustee will be entitled to file the Trustee's Certificate with the Court without independent investigation upon receiving written confirmation from the Company and the Purchaser that all conditions to Closing have been satisfied or waived, and the Trustee will have no liability whatsoever to any of the Company or Purchaser or any other Person as a result of filing the Trustee's Certificate.

11.5 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence set forth in the Implementation Steps and the Approval and Reverse Vesting Order (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

11.6 Further Assurances

As reasonably required by a Party in order to effectuate the transactions contemplated by this Agreement, Purchaser and the Company shall execute and deliver at (and after) the Closing such other documents, and shall take such other actions, as are necessary or appropriate, to implement and make effective the transactions contemplated by this Agreement.

ARTICLE 12
GENERAL MATTERS

12.1 Confidentiality

After the Closing Time, the Company shall maintain the confidentiality of all confidential information relating to the Business, except any disclosure of such information and records as may be required by Applicable Law. If the Company or any of its representatives becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar judicial or administrative process, to disclose any such information, such party shall, or shall cause its representative to, provide the Purchaser with reasonably prompt prior oral or written notice of such requirement (including any report, statement, testimony or other submission to such Governmental Authority) to the extent legally permissible and reasonably practicable, and cooperate with the Purchaser, at the Purchaser's expense, to obtain a protective order or similar remedy to cause such information not to be disclosed; provided that in the event that such protective order or other similar remedy is not obtained, the Company shall, or shall cause its representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause such representative to, exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such disclosed information. The Company shall instruct its representatives having access to such information of such obligation of confidentiality and shall be responsible for any breach of the terms of this Section 12.1 by any of their representatives.

12.2 Public Notices

No press release or other announcement concerning the transactions contemplated by this Agreement shall be made by the Company or Purchaser without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 12.2, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the Proposal Proceedings) on which any of the securities of such Party or any of its Affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by either Party, as applicable, with the Court; and (ii) the transactions contemplated in this Agreement may be disclosed by the Company to the Court. The Parties further agree that:

(a) the Trustee may prepare and file reports and other documents with the Court containing references to the transactions contemplated by this Agreement and the terms of such transactions; and

(b) the Company, the Purchaser and their respective professional advisors may prepare and file such motions, affidavits, materials, reports and other documents with the Court containing references to the transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to complete the transactions contemplated by this Agreement or to comply with their obligations in connection therewith.

The Purchaser shall be afforded an opportunity to review and comment on such materials prior to their filing.

12.3 Injunctive Relief

(a) The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

(b) Each Party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Section 12.3, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.

(c) Notwithstanding anything to the contrary herein, under no circumstances shall a Party be permitted or entitled to receive both monetary damages and specific performance and election to pursue one shall be deemed to be an irrevocable waiver of the other.

12.4 Survival

None of the representations, warranties, covenants (except the covenants in Article 2, Article 3, Article 12 and Sections 8.1(b), 8.1(c), and 8.3 to the extent they are to be performed after the Closing) of any of the Parties set forth in this Agreement, in any Closing Document to be executed and delivered by any of the Parties (except any covenants included in such Closing Documents, which, by their terms, survive Closing) or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the transactions contemplated hereby shall survive the Closing.

12.5 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of each of the other Parties, except that without such consent the Purchaser may, upon prior notice to the Company, assign this Agreement, or any or all of its rights and obligations hereunder, to one or more of its Affiliates; provided that no such assignment or direction shall relieve the Purchaser of its obligations hereunder. This Agreement shall be binding upon and enure to the benefit of the

Parties and their respective permitted successors and permitted assigns. Although not Parties to this Agreement, the Trustee and its respective Affiliates and advisors shall have the benefits expressed to be conferred upon them in this Agreement, including in Article 6, Section 8.5 and Section 11.4 (in respect of the Trustee) hereof. Subject to the preceding sentence, nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person not a Party to this Agreement.

12.6 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (iii) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (iv) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

(a) If to the Purchaser at:

18 King Street East, Suite 902
Toronto, ON M5C 1C4

Attention: David Scobie
Email: David.scobie@nextedgecapital.com

and to:

Chaitons LLP
5000 Yonge Street, 10th Floor
North York, ON M2N 7E9

Attention: Harvey Chaiton
Email: harvey@chaitons.com

(b) If to the Company at:

741 Bedford Highway, Unit 1
Halifax, NS B3M 2M1

Attention: Glenn Gale
Email: ggale@healthhubsolutions.ca

and to:

O'Keefe & Sullivan
Suite 202, Purdy's Wharf II, 1969 Upper Water St.
Halifax, NS B3J 3R7

Attention: Darren O'Keefe

Email: dokeefe@okeefesullivan.com

(c) If to the Trustee at:

Grant Thornton LLP
1000 - 1675 Grafton St
Halifax, NS B3J 0E9

Attention: Phil Clarke
Email: Phil.Clarke@doane.gt.ca

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

12.7 Counterparts; Electronic Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by electronic signature which, for all purposes, shall be deemed to be an original signature.

[Signature pages to follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

HEALTHHUB PATIENT ENGAGEMENT SOLUTIONS INC.

Per: Glenn Gale

Name: Glenn Gale

Title: Director

I have the authority to bind the corporation.

1001285202 ONTARIO INC.

Per:

Name: David Scobie

Title: Director

I have the authority to bind the corporation.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

HEALTHHUB PATIENT ENGAGEMENT SOLUTIONS INC.

Per: ______________________________

Name: Glenn Gale

Title: Director

I have the authority to bind the corporation.

1001285202 ONTARIO INC.

Per: ______________________________

Name: David Scobie

Title: Director

I have the authority to bind the corporation.

SCHEDULE 1.1(a)

APPROVAL AND REVERSE VESTING ORDER

To be attached by Purchaser.

SCHEDULE 1.1(b)

PERMITTED ENCUMBRANCES

1. Any and all Encumbrances pursuant to the Purchaser Debt and Security.
2. Any and all Encumbrances pursuant to relating to the Rally Debt

[NOTE: Schedule subject to change immediately prior to the Closing Date]

SCHEDULE 2.2

EXCLUDED ASSETS

[NOTE: Schedule subject to immediately prior to the Closing Date]

SCHEDULE 2.2(C)

EXCLUDED CONTRACTS

Hospital Contracts:

1. Equipment Purchase, Installation and Services Agreement dated September 30, 2019, between Southlake Regional Health Centre and HealthHub Patient Engagement Solutions Inc., as amended pursuant to Amending Agreement #1 dated September 12, 2020, Amending Agreement #2 dated October 1, 2020, Amending Agreement #3 dated May 13, 2021 and Amending Agreement #4 dated October 1, 2024, and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

2. HM_Contrat_ 2021-22-0027 dated January 5, 2023, between Hôpital Montfort and HealthHub Patient Engagement Solutions Inc., as amended pursuant to First Amendment dated June 19, 2023, and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

3. Service Agreement dated May 3, 2022, between Niagara Health System and HealthHub Patient Engagement Solutions Inc., as amended pursuant to Amendment No. 1 dated May 11, 2023, and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

4. Agreement No. 444 dated June 1, 2025, between Joseph Brant Hospital and HealthHub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

5. Equipment Purchase, Installation and Services Agreement for Provision of a Patient Entertainment Solution, Agreement 03-2122, dated as of May 9, 2023, between St. Joseph's Healthcare Hamilton and HealthHub Patient Engagement Solutions Inc., as amended pursuant to Amendment No. 1 dated December 6, 2024, and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

6. Integrated Bedside Solution and Services Agreement, dated as of July 14, 2025, between Health Sciences North and HealthHub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

7. Integrated Bedside Solution and Services Agreement, dated as of May 13, 2024, between Orillia Soldiers' Memorial Hospital and HealthHub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

8. Integrated Bedside Solution and Services Agreement, dated as of April 1, 2025, between Shared Health as contracting agent for Concordia Hospital and HealthHub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

Vendor Contracts:

9. Order Form Sales Cloud, dated September 29, 2023, between Salesforce.com Canada Corporation and Healthhub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

10. Order Form eCommerce, dated September 29, 2023, between Salesforce.com Canada Corporation and Healthhub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

11. Order Form Marketing Cloud, dated September 29, 2023, between Salesforce.com Canada Corporation and Healthhub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

12. New Service Order – 1174423, dated September 19, 2018, between Zayo Canada and Healthhub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

13. Renewal Service Order - 1144784, dated September 19, 2018, between Zayo Canada and Healthhub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

14. Lease dated May 1, 2023, between 2725321 Canada Inc and Healthhub Patient Engagement Solutions Inc., which lease was assigned to 2000 Argentia Holding Corp. as of November 27, 2024, as evidenced by a Notice and Direction to Tenants, dated November 27, 2024, and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

15. Avord Business Centre Short Form Lease Agreement, dated October 5, 2023, between 2002 Victoria Avenue Holdings Ltd. and Healthhub Patient Engagement Solutions Inc., as amended by the Avord Business Centre Short Form Lease Renewal Agreement, dated October 15, 2024, and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

16. Monthly Parking Agreement - 2002 Victoria Avenue – Avord Tower, dated January 13, 2025, between Mitchell Developments Ltd. and Healthhub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments,

undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

17. Industrial Multiple Tenancy Lease, dated May 18, 2023, between 669145 Ontario Limited and Healthhub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

18. Lease Agreement No. 16237, dated May 19, 2023, between Express Mobile Storage Solutions and Healthhub Patient Engagement Solutions Inc., and any and all contracts, agreements, instruments, notes, commitments, undertakings, renewals, and all other legally binding arrangements, whether written or oral, of the Company related thereto.

[NOTE: Schedule subject to change immediately prior to the Closing Date]

SCHEDULE 2.3

RETAINED LIABILITIES

[NOTE: Schedule subject to change immediately prior to the Closing Date]

SCHEDULE 2.4

EXCLUDED LIABILITIES

1. All pre-filing Claims and any liabilities arising from the termination of leases or other contracts.

2. All pre-filing Claims, including without limitation any amounts owing in respect of pre-filing GST/ HST.

3. All liabilities owing to any Terminated Employees in respect of the termination of employment of such Terminated Employee, including all amounts owing on account of damages in lieu of, statutory notice, termination payments, severance, benefits, bonuses or other compensation or entitlements.

4. All rent arrears and other liabilities, obligations and outstanding amounts owing by the Company pursuant to any and all lease agreements of which the Company is a party, unless prohibited under the BIA.

[NOTE: Schedule subject to change immediately prior to the Closing Date]

SCHEDULE 2.7(B)

IMPLEMENTATION STEPS

1. At least three (3) Business Days prior to the Closing Date, the Company shall form Residual Co. in accordance with the terms contained herein, in form satisfactory to the Purchaser, acting reasonably, and the directors thereof shall not include the directors or related parties of the Purchaser, and no such entity shall be a flow through entity for Canadian tax purposes unless approved by the Purchaser.

2. No less than five (5) days before the Closing Date, the Company shall obtain director and shareholder approval of its Articles of Amendment.

3. No later than two (2) days prior to the Closing Date, the Company shall file the Articles of Amendment with the applicable Governmental Authority.

4. One (1) day prior to the Closing Date, the Company shall, to the extent they have not done so already, terminate all Terminated Employees pursuant to Section 8.4.

5. At Closing:

   a. the Excluded Assets and the Excluded Liabilities shall be transferred from the Company to Residual Co. and Residual Co. shall assume the Excluded Liabilities in consideration of the transfer of the Excluded Assets;

   b. To the extent required, the Articles of Amendment are filed with the relevant Governmental Authority to create a new class of shares of the Company and effecting such other changes to the articles of the Company in order to consummate the transactions pursuant to this Agreement;

   c. the Company shall issue the Purchased Shares;

   d. all outstanding Equity Interests in the Company, excepting the Purchased Shares, shall be cancelled;

   e. the directors of the Company immediately prior to the Closing Date shall be deemed to resign;

   f. The Company shall cease to be the debtor in the Proposal Proceedings and the Company shall be deemed to be released from the purview of the Orders of the Court in the Proposal Proceedings;

   g. Residual Co. shall replace the Company as the debtor in the Proposal Proceedings and shall be subject to the terms of all Orders granted in the Proposal Proceedings; and

   h. the Trustee shall deliver the Trustee's Certificate and hold the Cash Consideration for the beneficiaries thereof.

6. Immediately after Closing:

a. any and all Claims of the Company arising from or relating to: (a) any change of control provisions that may arise in connection with the change of control of the Company pursuant to the transactions contemplated in this Agreement; and (b) the transfer of the Excluded Assets and Excluded Liabilities to Residual Co.; and to which the Company may be bound at the Closing Time, including, for certainty and without limitation, all Claims and Taxes resulting from any debt forgiveness, shall be transferred to Residual Co. and the Company shall have no obligation in connection with such Claims or Taxes.

[NOTE: Schedule subject to change up to 2 days prior to the Closing Date]

SCHEDULE 4.5

SUBSIDIARIES

	Name	Jurisdiction of Incorporation	Tax Registration Number
1.	HNCI Solutions International Limited	Jamaica	N/A

SCHEDULE 4.6

TAX MATTERS

Name, jurisdiction of organization and Tax registrations of the Company:

Name: HEALTHHUB PATIENT ENGAGEMENT SOLUTIONS INC.

Jurisdiction of organization: Canada Business Corporations Act (Federal)

Tax registrations: 83411 7202 RT0001

SCHEDULE "B"
FORM OF PROPOSAL TRUSTEE'S CLOSING CERTIFICATE

2025

Hfx No. 54914

SUPREME COURT OF NOVA SCOTIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF: HEALTHHUB PATIENT ENGAGEMENT SOLUTIONS INC.

AND IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C., 1985, c. C-3, AS AMENDED

Applicant

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

A. On June 28, 2025, HealthHub Patient Engagement Solutions Inc. (the "**Company**") filed a Notice of Intention to make a Proposal ("**NOI**") under section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the "**BIA**"). Pursuant to the NOI, Grant Thornton Limited was appointed as Licensed Insolvency Trustee in these proposal proceedings (in such capacity, the "**Proposal Trustee**").

B. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Approval and Reverse Vesting Order of this Court dated December 19, 2025 (the "**ARVO**").

C. Pursuant to the ARVO, the Court approved the subscription agreement dated December 8, 2025 (as amended, the "**Subscription Agreement**") entered into by and between the Company and 1001285202 Ontario Inc. as purchaser, (the "**Purchaser**"), and the transactions contemplated therein (the "**Transactions**"), and ordered, *inter alia*, that: (a) all of the Company's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in Residual Co.; (b) all of the Excluded Liabilities shall be transferred to, assumed by and vest in Residual Co.; and (c) all of the right, title and interest in and to the Purchased Shares shall vest absolutely and exclusively in the Purchaser free and clear of and from any Claims and Encumbrances and terminating and cancelling all of the Equity Interests, which vesting, terminating and cancelling is to be effective upon the delivery by the Proposal Trustee to the Purchaser and the Company of a certificate confirming that the Proposal Trustee has received written confirmation in the form and substance satisfactory to the Proposal Trustee from the Company and the Purchaser that all conditions to closing have been satisfied or waived by the parties to the Subscription Agreement.

THE PROPOSAL TRUSTEE HEREBY CERTIFIES the following:

1. The Proposal Trustee has received the Administrative Charge Amount, the Administrative Expense Amount and the Priority Payment Amount.

2. The Proposal Trustee has received written confirmation from the Company and the Purchaser, in form and substance satisfactory to the Proposal Trustee, that all conditions to closing have been satisfied or waived, as applicable, by the parties to the Subscription Agreement.

3. This Proposal Trustee's closing certificate was delivered by the Proposal Trustee at Halifax on ______________________, 2025.

Grant Thornton Limited., in its capacity as Proposal Trustee of HealthHub Patient Engagement Solutions Inc. and not in its personal capacity

Per: ______________________________

Name:

Title:

SCHEDULE "C"
PERMITTED ENCUMBRANCES

1. Any and all Encumbrances pursuant to the Purchaser Debt and Security.
2. Any and all Encumbrances relating to the Rally Debt.