

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO: 500-11-067437-265
DATE: July 3, 2026

PRESIDING: THE HONOURABLE KAREN M. ROGERS, J.S.C.

**(SITTING AS A COURT DESIGNATED PURSUANT TO THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED)**

ROYAL BANK OF CANADA

Applicant

-and-

PREMIER HEALTH OF AMERICA INC. / PREMIER SOIN D'AMÉRIQUE INC.

PREMIER SOIN NORDIK INC. / PREMIER HEALTH NORDIK INC.

PREMIER HEALTH NORDIK ONTARIO INC.

9104-8306 QUÉBEC INC.,

6150977 CANADA INC.

10544485 CANADA INC.

SOLUTIONS NURSING PHA INC.

SOLUTIONS STAFFING INC.

CANADIAN HEALTH CARE AGENCY LTD.

8961760 CANADA INC.

Debtors

-and-

FTI CONSULTING CANADA INC.

Monitor

-and-

POLAR VALLEY INVESTMENTS LIMITED

Investor

-and-

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

-and-

THE REGISTRAR OF THE ONTARIO PERSONAL PROPERTY REGISTRY

-and-

THE REGISTRAR OF THE BRITISH COLUMBIA PERSONAL PROPERTY REGISTRY

-and-

CANADIAN INTELLECTUAL PROPERTY OFFICE

Impleaded Parties

APPROVAL AND REVERSE VESTING ORDER (CHCA)

- [1] **ON READING** the *Amended Application for the Issuance of an Initial Order, an Amended and Restated Initial Order, Approval and Reverse Vesting Orders and Ancillary Relief* dated June 30, 2026 (the “**Application**”) filed pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c C-36, as amended (the “**CCAA**”) by the Applicant, the Royal Bank of Canada (“**RBC**”), the affidavit and the exhibits in support thereof;
- [2] **CONSIDERING** the Initial Order granted by this Court on June 23, 2026 (the “**Initial Order**”) in the context of these proceedings commenced under the CCAA (the “**CCAA Proceedings**”) pursuant to which FTI Consulting Canada Inc. was appointed as monitor of the Debtors (the “**Monitor**”);
- [3] **CONSIDERING** the service of the Application to the parties on the service list prepared in the context of these CCAA Proceedings, including to the beneficiaries of registrations to be discharged or reduced;
- [4] **CONSIDERING** the Monitor’s First Report filed in support of the Application (Exhibit R-24);
- [5] **CONSIDERING** the testimony of Martin Franco, CPA, CIRP, SAI and the submissions of counsel present at the hearing on the Application;
- [6] **CONSIDERING** the provisions of the CCAA, including Section 36 thereof;
- [7] **CONSIDERING** that this Court is satisfied that it is appropriate to issue an order approving:
- (a) the transaction contemplated by the Subscription Agreement dated **June 30, 2026** (the “**Subscription Agreement**”), concluded by and between, the Monitor, on behalf of Canadian Health Care Agency Ltd. (“**CHCA**”) and Polar Valley Investments Limited, (the “**Investor**”), a copy of which was filed, under seal, as Exhibit R-21B to the Application, and vesting in the Investor all of CHCA’s right, title and interest in and to the Subscribed Shares (as more fully described in the Subscription Agreement and in Schedule A hereto, collectively the “**Equity Interests**”); and
 - (b) all such other reorganization transactions contemplated in Schedule B to this Order (the “**Closing Sequence**”);
- (collectively, the “**Transaction**”);

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FOR THESE REASONS, THE COURT HEREBY:

[8] **GRANTS** the present Application.

I. DEFINITIONS

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

II. SERVICE

[10] **ORDERS** that any prior delay for the presentation of this Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof;

[11] **PERMITS** service of this Order at any time and place and by any means whatsoever.

III. SUBSCRIPTION AGREEMENT APPROVAL

[12] **ORDERS** and **DECLARES** that the Transaction is hereby approved, and the execution of the Subscription Agreement by the Monitor, on behalf of CHCA, is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the Monitor and the Applicant.

[13] **ORDERS** and **DECLARES** that, notwithstanding any provision hereof, the steps pertaining to the closing of the Transaction, including all steps described in Schedule B hereto, shall be deemed to occur in the manner, order and sequence specified in the Subscription Agreement, with such alterations, changes, amendments, deletions or additions thereto as are permitted under the Subscription Agreement or as may otherwise be agreed, with the consent of the Monitor and the Applicant.

IV. CLOSING SEQUENCE

[14] **AUTHORIZES** and **RATIFIES** the Closing Sequence (as defined in the Subscription Agreement).

[15] **AUTHORIZES** and **ORDERS** CHCA, as well as the Monitor, both in its capacity as Monitor and on behalf of CHCA, to implement and complete the Closing Sequence contemplated in Schedule B hereto, including notably:

- (a) a deemed transfer to 10544485 Canada Inc. ("**ResidualCo**") of the Excluded Assets (i.e., all of SSI's assets other than the Retained Assets), the Excluded Contracts (i.e., all of SSI's contracts other than the Retained Contracts) and Excluded Liabilities (as defined in **Schedule C**), and the issuance by ResidualCo of the Excluded Asset and Liability Promissory Note to CHCA in consideration of such transfer;

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- (b) the termination and cancellation of all Existing Equity for no consideration;
- (c) the filing of Articles of Reorganization; and
- (d) concurrently with the previous step, the issuance of the Subscribed Shares to the Investor.

[16] **AUTHORIZES** and **ORDERS** CHCA, as well as the Monitor, both in its capacity as Monitor and on behalf of CHCA, to:

- (a) take, proceed with, implement and execute any and all other steps, notifications, filings and delivery of any documents and assurances governing or giving effect to the Closing Sequence as the Monitor may deem to be reasonably necessary or advisable to conclude the Closing Sequence, including the execution of such deeds, contracts or documents, as may be contemplated in Schedule B hereto and all such deeds, contracts or documents are hereby ratified, approved and confirmed; and
- (b) take such steps as are deemed necessary or incidental to the implementation of the Closing Sequence.

[17] **ORDERS** and **DECLARES** that the Monitor, on behalf of CHCA, is hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Closing Sequence and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal, provincial or territorial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Closing Sequence.

[18] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by CHCA, or the Monitor acting on behalf of CHCA, to proceed with the Transaction notwithstanding any requirement under applicable law to obtain director, shareholder, partner, member or other approval with respect thereto or to deliver any statutory declarations that may otherwise be required under corporate, partnership or other law, and, for greater certainty, no director, shareholder (or other equity interest holder), contractual or regulatory approval shall be required in connection with any of the steps contemplated pursuant to the Transaction.

[19] **ORDERS** the Director, as defined in the *Business Corporations Act*, SBC 2002, c 57, as may be amended, to accept and receive the articles of amendment or reorganization, or such further and other documents or instruments as may be required to permit or enable and effect the Transaction filed by the Monitor.

V. EXECUTION OF DOCUMENTATION

[20] **AUTHORIZES** the Monitor, CHCA and the Investor to perform all acts, sign all documents and take any necessary action to execute any agreement, contract,

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deed, provision, transaction or undertaking stipulated in the Subscription Agreement, and any other ancillary document which could be required or useful to give full and complete effect thereto.

- [21] **ORDERS** and **DIRECTS** the Monitor to: (i) issue and deliver to the Investor and to file with this Court a certificate substantially in the form appended as **Schedule D** hereto (the “**Certificate**”) as soon as practicable upon the closing of the Transaction; and (ii) file with the Court a copy of the Certificate, no later than one business day after the issuance thereof.

VI. VESTING OF EQUITY INTERESTS

- [22] **ORDERS** and **DECLARES** that, upon the issuance of the Certificate (the “**Effective Time**”), all right, title and interest in and to the Equity Interests shall vest, effective at the Closing Time, absolutely and exclusively in and with the Investor free and clear of and from any Encumbrances, including, without limiting the generality of the foregoing, all Encumbrances created by order of this Court and all charges or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec* (the “**CCQ**”), any *Personal Property Security Act* of a province or territory of Canada or any other applicable legislation providing for a security interest in property or otherwise, in movable/immovable property, but save and except for the Permitted Encumbrances, and for greater certainty, **ORDERS** that all of the Encumbrances, affecting or relating to the Equity Interests, except for the Permitted Encumbrances (**Schedule E**), be cancelled and discharged as against the Equity Interests, in each case effective as of the Effective Time.
- [23] **ORDERS** and **DECLARES** that at the Effective Time, and deemed effective prior to the Closing Time, any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), any and all convertible debentures or other documents or instruments governing and/or having been created or granted in connection with the Equity Interests and/or the share capital of CHCA, that were existing prior to the Closing Sequence, if any, shall be deemed terminated and cancelled for no consideration.
- [24] **DECLARES** that any distributions, disbursements or payments made under this Order, including, for greater certainty, pursuant to the Transaction, shall not constitute a “distribution” by the Monitor, who in making any such distributions, disbursements or payments, as applicable, is merely a disbursing agent under this Order, including, for greater certainty, pursuant to the Transaction, and is not exercising any discretion in making such payments and no Person is “distributing” such funds and the Monitor shall not incur any liability in respect of distributions, disbursements or payments made by it and the Monitor is hereby forever released, remised and discharged from any claims against it at law, arising in respect of or as a result of distributions, disbursements or payments made by it in accordance with this Order, including, for greater certainty, pursuant to the Transaction, and any claims of this nature are hereby forever barred.

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- [25] **DECLARES** that the Consideration paid by the Investor is fair and reasonable and that the Investor is an arm's length party with CHCA and the Applicant.
- [26] **ORDERS** and **DECLARES** that the implementation of the Transaction shall be deemed not to constitute a change in ownership or change in control under any agreement, including without limiting the foregoing, any financial instrument, loan or financing agreement, executory contract or unexpired lease or contract, lease, as well as under any permits and licenses in existence on the Closing Date and to which CHCA is a party.

VII. TRANSFER OF EXCLUDED ASSETS, EXCLUDED LIABILITIES AND EXCLUDED CONTRACTS

- [27] **ORDERS** and **DECLARES** that at the Effective Time, and deemed effective prior to the Closing Time, at the times provided and in the manner set forth in the Closing Sequence and before the Closing Date:
- (a) all Excluded Assets shall vest absolutely and exclusively in ResidualCo and all Encumbrances, except the Permitted Encumbrances, shall continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to their transfer in each case;
 - (b) all rights and obligations of CHCA under the Excluded Contracts shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo, such that the Excluded Contracts shall exclusively become obligations of ResidualCo, and shall no longer be obligations of CHCA, and CHCA shall be forever released and discharged from all obligations under such Excluded Contracts;
 - (c) CHCA shall retain, to the exclusion of all other Persons, free and clear of and from any Encumbrances, except the Permitted Encumbrances, all right, title and interest in and to the Retained Assets listed in **Schedule F**, including in respect of any Retained Contracts and any existing permits, licenses or regulatory approval of which CHCA benefits;
 - (d) all Excluded Liabilities, including Excluded Contracts, (which for greater certainty includes any liability or obligation of CHCA, of any kind, character or description, whether known or unknown, absolute or contingent, accrued or not accrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accounted or disclosed on the financial statements of CHCA, including, for greater certainty, any Liabilities in respect of Employees whose employment with CHCA is terminated on or before the Closing Date) and, for the avoidance of doubt, the Excluded Liabilities include all severance, termination pay, or indemnity in lieu of notice owed to Employees whose employment with CHCA is terminated on or before the Closing Date, whether or not such amounts have become due and payable

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until on or after the Closing Date, shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo, such that the Excluded Liabilities shall exclusively become obligations of ResidualCo and shall no longer be obligations of CHCA, and CHCA shall be forever released and discharged from all obligations under such Excluded Liabilities;

- (e) no right of withdrawal within the meaning of article 1784 of the CCQ may be exercised as a result of, or further to, the vesting in ResidualCo of all right, title and interest of CHCA in the Excluded Liabilities;
- (f) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise of any demands, claims, actions, counterclaims, suits, judgments, or other remedy or recovery with respect to any indebtedness, liability, obligation or cause of action against CHCA (including any successor corporation) in respect of the Excluded Liabilities shall be permanently enjoined and barred;
- (g) the nature and attributes (including rights resulting from existing defaults of CHCA) 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 and assumption by ResidualCo;
- (h) for the avoidance of doubt, CHCA, the Investor, and their respective Affiliates shall not retain or assume, as applicable, and shall have no liability whatsoever in respect of any of the Excluded Liabilities or any Action or Claim arising in connection with any of the foregoing; and
- (i) any Person that, prior to the Closing Time, had a valid Claim against CHCA (including any predecessor corporation) in respect of the Excluded Liabilities (each a “**Legacy Claim**”) shall no longer have such Legacy Claim against CHCA (including any successor corporation), but will have an equivalent Claim against ResidualCo in respect of the Excluded Liabilities from and after the Closing Time in its place and stead, with the same attributes and rights resulting from existing defaults of CHCA and its predecessors and, nothing in this Order limits, lessens, modifies (other than by change of debtor) or extinguishes the Excluded Liabilities or the Legacy Claim of any Person as against ResidualCo which shall be the sole and exclusive debtor of all Legacy Claims.

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

- (a) on one hand, any claim of the Federal Crown or the Provincial Crown against any Debtor, and, on the other hand, any claim of such Debtor

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against such Federal Crown or Provincial Crown, provided that the aforementioned claims shall both be pertaining to periods prior to June 23, 2026 (the “**Filing Date**”); and

- (b) on one hand, any claim of any of the Federal Crown or the Provincial Crown against any Debtor, and, on the other hand, any claim of such Debtor against such Federal Crown or Provincial Crown, provided that the aforementioned claims shall both be pertaining to periods between the Filing Date and the Effective Time.

- [29] **DECLARES** that, upon the issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the CCQ.

VIII. RETAINED CONTRACTS

- [30] **ORDERS** that all Retained Contracts listed on **Schedule G** shall remain in full force and effect, and that CHCA shall remain entitled to all of its rights, benefits and entitlements under such Retained Contracts, and following the Effective Time, no Person who is a counterparty to any such Retained Contract (a “**Retained Contract Counterparty**”) may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right, entitlement or remedy (including any right of set-off) or make any demand under or in respect of such Retained Contract and no automatic termination will have any validity or effect, by reason of any defaults arising as a result of the insolvency of CHCA or any steps taken pursuant to the Subscription Agreement or the Closing Sequence or any change of control resulting from the implementation of the Transaction.
- [31] **ORDERS** that as of the Effective Time all Retained Contract Counterparties shall be deemed to have waived any and all defaults then existing or previously committed by CHCA or caused by CHCA, directly or indirectly, or non-compliance with any covenant, positive or negative pledge, warranty, representation, term, provision, condition or obligation, express or implied, including any change in ownership or change in control provision, in any Retained Contract arising from the commencement or existence of these CCAA proceedings (including any deferral or interruption of payments and any incurrence of or creation of charges arising from or relating to any such proceedings), the insolvency of CHCA or entering into the Subscription Agreement or any other agreement or document in connection with the Transaction, and the completion of the Transaction and any and all notices of default or termination and demands for payment under or in connection with any Retained Contracts shall be deemed to have been rescinded and of no further force nor effect.

IX. CANCELLATION AND DISCHARGE OF SECURITY REGISTRATIONS

- [32] **ORDERS** that as of the Effective Time, the Investor and CHCA shall be authorized to take all such steps they may deem necessary to amend by reducing their scope all Encumbrances and registrations listed in **Schedule H** hereto, including filing such financing change statements as may be necessary, provided that the Investor and CHCA shall not be authorized to effect any amendment that would have the effect of releasing any collateral other than the Retained Assets, and any of the Investor or CHCA shall be authorized to take any further steps by way of further application to this Court.
- [33] **ORDERS** the registrar of the Québec Register of Personal and Movable Real Rights (the “**RPMRR**”), upon presentation of the required form with a true copy of the *Ordonnance de radiation* issued concurrently herewith (the “**Discharge Order**”) and the Certificate, to reduce the registrations of the hypothecs listed in **Schedule B** to the Discharge Order.
- [34] **PRAYS ACT** of the Discharge Order issued concurrently herewith, ordering the RPMRR to reduce any security interests registered as against the Equity Interests and the Retained Assets, as provided by such Discharge Orders.
- [35] **ORDERS** that as of the Effective Time, the Investor and the Monitor, on behalf of CHCA, shall be authorized to take all such steps as may be necessary to amend by reducing their scope all Encumbrances listed in Schedule H, including filing such financing change statements in the Ontario Personal Property Registry (“**OPPR**”) as may be necessary, from any registration filed against CHCA in the OPPR, provided that the Investor and the Monitor, on behalf of CHCA, shall limit such amendment or reduction to CHCA and shall not release any collateral other than CHCA’s movable property, and the Investor and the Monitor, on behalf of CHCA, shall be authorized to take any further steps by way of further application to this Court.
- [36] **ORDERS** that as of the Effective Time, the Investor and the Monitor, on behalf of CHCA, shall be authorized to take all such steps as may be necessary to amend by reducing their scope all Encumbrances listed in **Schedule H**, including filing such financing change statements in the British Columbia Personal Property Security Registry (the “**BC PPR**”) as may be necessary, from any registration filed against CHCA in the BC PPR, provided that the Investor and the Monitor, on behalf of CHCA, shall limit such amendment or reduction to CHCA and shall not release any collateral other than CHCA’s movable property, and the Investor and the Monitor, on behalf of CHCA, shall be authorized to take any further steps by way of further application to this Court.
- [37] **ORDERS** that the net proceeds from the Transaction shall stand in the place and stead of the Debtor’s property, and that from the Effective Time, all Encumbrances and CCAA Charges shall attach to the net proceeds from the sale of the Subscribed Shares with the same priority as they had with respect to the Debtor’s property immediately prior to the subscription.

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X. CCAA DEBTORS

- [38] **ACKNOWLEDGES** that ResidualCo is a Debtor company in these CCAA Proceedings and that the CCAA Proceedings shall continue to apply to ResidualCo notwithstanding this Order.
- [39] **ORDERS** that as of the Effective Time, CHCA shall be deemed to cease to be debtor in these CCAA proceedings, and such entity shall be deemed to be released from the purview of any Order of this Court granted in respect of these CCAA proceedings, save and except for the present Order the terms of which (as they relate to any such entity) shall continue to apply in all respects, and save and except as might be necessary to have the present Order recognized in a foreign jurisdiction.
- [40] **ORDERS** that upon the issuance of the Certificate, the Initial Order shall be amended and restated by deleting CHCA from the heading.

XI. PROTECTION OF PERSONAL INFORMATION

- [41] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), subsection 18.4 of the *Act respecting the protection of personal information in the private sector* (Québec) or any similar provision of any applicable legislation, CHCA and the Monitor are authorized and permitted to disclose and transfer to the Investor all human resources and payroll information in CHCA's records pertaining to CHCA's past and current employees. The Investor shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by CHCA.

XII. VALIDITY OF THE TRANSACTION

- [42] **ORDERS** that notwithstanding:
- (a) the pendency of these proceedings;
 - (b) any assignment in bankruptcy;
 - (c) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) (the "BIA") or otherwise and any order issued pursuant to any such application; or
 - (d) the provisions of any federal or provincial legislation;

the vesting of the Equity Interests contemplated in this Order, as well as the execution of the Transaction pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable

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federal or provincial legislation, as against CHCA or the Investor and shall not constitute nor be deemed to be oppressive or unfairly prejudicial conduct by CHCA, ResidualCo pursuant to any applicable federal, provincial or territorial legislation.

XIII. LIMITATION OF LIABILITY

- [43] **DECLARES** that, subject to other orders of this Court, nothing contained herein shall require the Monitor to occupy or to take control, or to otherwise manage all or any part of the Debtors' property. The Monitor shall not, as a result of this Order, be deemed to be in possession of any of the property within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA;
- [44] **DECLARES** that the Monitor, its employees and representatives are not deemed directors, officers or fiduciaries of ResidualCo, de facto or otherwise, and that they are not liable for any action taken in accordance with this Order. Subject to the foregoing, the Monitor and its representatives are authorized, for administrative purposes only, to take all actions necessary in order to give effect to this Order, to act in lieu and place of ResidualCo.
- [45] **DECLARES** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor shall benefit from the protection arising under the present paragraph.

XIV. GENERAL

- [46] **ORDERS** that CHCA, the Investor or the Monitor shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances;
- [47] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;
- [48] **DECLARES** that each of the Investor and the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and, in view of executing or recognizing same. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Investor and the Monitor as may be deemed necessary or appropriate for that purpose;
- [49] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;

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[50] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS.

The Honourable Karen M. Rogers, J.S.C.

SCHEDULE A

EQUITY INTERESTS

1,000 New Common Shares of CHCA

SCHEDULE B

CLOSING SEQUENCE

First, the Consideration shall be paid in accordance with Section 2.3;

Second, CHCA shall be deemed to transfer to ResidualCo the Excluded Assets, the Excluded Liabilities and the Excluded Contracts, pursuant to the Approval and Reverse Vesting Order, and ResidualCo shall issue the Excluded Asset and Liability Promissory Note to CHCA in consideration of such transfer;

Third, all Existing Equity as well as any agreement, Contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of CHCA shall be deemed terminated and cancelled for no consideration;

Fourth, the Articles of Reorganization shall be filed; and

Fifth, concurrently with the previous step, CHCA shall issue the Subscribed Shares to the Investor.

SCHEDULE C**Excluded Liabilities**

“Excluded Liabilities” means all debts, obligations, liabilities, indebtedness, leases, agreements, undertakings, Claims, rights and Encumbrances (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) of or against CHCA as at the Closing Date, including without limitation, any Liabilities of the Company as of the Closing Date (i) to any Government Entity for Taxes or in respect of permits and licenses, (ii) to Employees, excluding vacation pay accruals in respect of Retained Employees, (iii) to Independent Care Providers, and (iv) to any Person for any monetary or non-monetary obligations or in respect of any Action.

Capitalized terms used in this Schedule C shall have the meaning ascribed to them in the Subscription Agreement.

SCHEDULE D

Certificat du Contrôleur

COUR SUPÉRIEURE
(Chambre commerciale)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
NO : 500-11-067437-265
DATE : ■, 2026

SOUS LA PRÉSIDENTE DE : L'HONORABLE ■, J.C.S.

(SIÉGEANT À TITRE DE TRIBUNAL DÉSIGNÉ EN VERTU DE LA LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS DES COMPAGNIES, L.R.C. 1985, ch. C-36, TELLE QUE MODIFIÉE)

ROYAL BANK OF CANADA

Requérante

PREMIER HEALTH OF AMERICA INC. / PREMIER SOIN D'AMÉRIQUE INC.

PREMIER SOIN NORDIK INC. / PREMIER HEALTH NORDIK INC.

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8961760 CANADA INC.

Débitrices

-et-

FTI CONSULTING CANADA INC.

Contrôleur

-et-

POLAR VALLEY INVESTMENTS LIMITED

Investisseur

-et-

LE REGISTRAIRE DU REGISTRE DES DROITS PERSONNELS ET RÉELS MOBILIERS

-et-

THE REGISTRAR OF THE ONTARIO PERSONAL PROPERTY REGISTRY

-et-

THE REGISTRAR OF THE BRITISH COLUMBIA PERSONAL PROPERTY REGISTRY

-et-

OFFICE DE LA PROPRIÉTÉ INTELLECTUELLE DU CANADA

Mises en cause

CERTIFICAT DU CONTRÔLEUR

PRÉAMBULE :

- A.** Par une Ordonnance de la Cour supérieure du Québec (Chambre commerciale) (la « **Cour** ») datée du 23 juin 2026 (telle que modifiée, reformulée ou rectifiée de temps à autre, l'« **Ordonnance initiale** ») et émise en vertu de la *Loi sur les arrangements avec les créanciers des compagnies* (Canada) (la « **LACC** ») dans le cadre des procédures portant le numéro de dossier 500-11-067437-265 (les « **Procédures LACC** »), Premier Health of America Inc. et les autres débitrices parties aux Procédures LACC (collectivement, les « **Débitrices** ») ont obtenu une la suspension des procédures de tous recours et procédures à leur encontre et FTI Consulting Canada Inc. (le « **Contrôleur** ») a été nommé Contrôleur.
- B.** Conformément à une ordonnance (l'« **ODI** ») rendue par la Cour le _____, 2026, la transaction envisagée par la Convention de souscription datée du **30 juin 2026** (la « **CS** ») entre Canadian Health Care Agency Ltd., en tant que vendeur (le « **Vendeur** »), et Polar Valley Investments Limited (l'« **Investisseur** »), a été autorisée et approuvée, en vue, entre autres, de dévoluer à l'Investisseur tous les droits, titres et intérêts du Vendeur dans les Participations (tel que plus amplement décrit dans la CS, les « **Participations** »).
- C.** Chaque terme portant la majuscule mais non défini aux présentes a le sens qui lui est donné dans l'ODI.
- D.** L'ODI prévoit la dévolution de tous les droits, titres et intérêts du Vendeur dans les Participations à l'Investisseur, conformément aux termes de l'ODI et à la remise d'un certificat (le « **Certificat** ») émis par le Contrôleur confirmant, entre autres, que (a) les Documents de clôture ont été signés et remis; et (b) la Contrepartie a été payée par l'Investisseur; et (c) toutes les conditions ont été satisfaites ou les parties y ont renoncées.
- E.** Conformément à l'ODI, le Contrôleur a le pouvoir d'autoriser, d'exécuter et de remettre le présent Certificat.

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F. L'ODI ordonne également au Contrôleur de déposer auprès de la Cour une copie du présent Certificat immédiatement après son émission.

LE CONTRÔLEUR CERTIFIE QU'IL A ÉTÉ INFORMÉ PAR LE VENDEUR DE CE QUI SUIT :

1. Les Documents de clôture ont été signés et remis;
2. La Contrepartie et toutes les taxes applicables ont été payées; et
3. Toutes les conditions ont été satisfaites ou les parties y ont renoncé.

LE PRÉSENT CERTIFICAT a été émis par le Contrôleur à _____ le _____, 2026.

FTI CONSULTING CANADA INC., en sa qualité de Contrôleur, et non à titre personnel ou corporatif.

P
ar
: _____
Nom :

Certificate of the Monitor

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO: 500-11-067437-265
DATE: ■, 2026

PRESIDING: THE HONOURABLE ■, J.S.C.

(SITTING AS A COURT DESIGNATED PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED)

ROYAL BANK OF CANADA

Applicant

-and-

PREMIER HEALTH OF AMERICA INC. / PREMIER SOIN D'AMÉRIQUE INC.

PREMIER SOIN NORDIK INC. / PREMIER HEALTH NORDIK INC.

PREMIER HEALTH NORDIK ONTARIO INC.

9104-8306 QUÉBEC INC.,

6150977 CANADA INC.

10544485 CANADA INC.

SOLUTIONS NURSING PHA INC.

SOLUTIONS STAFFING INC.

CANADIAN HEALTH CARE AGENCY LTD.

8961760 CANADA INC.

Debtors

-and-

FTI CONSULTING CANADA INC.

Monitor

-and-

POLAR VALLEY INVESTMENTS LIMITED

Investor

-and-

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

-and-

THE REGISTRAR OF THE ONTARIO PERSONAL PROPERTY REGISTRY

-and-

THE REGISTRAR OF THE BRITISH COLUMBIA PERSONAL PROPERTY REGISTRY

-and-

CANADIAN INTELLECTUAL PROPERTY OFFICE

Impleaded Parties

CERTIFICATE OF THE MONITOR

RECITALS:

- A.** By an Order of the Québec Superior Court (Commercial Division) (the “**Court**”) dated June 23, 2026 (as amended, restated or rectified from time to time, the “**Initial Order**”) pursuant to the Companies’ Creditors Arrangement Act (Canada) (the “**CCAA**”) in the proceedings bearing Court File No. 500-11-067437-265 (the “**CCAA Proceedings**”), Premier Health of America Inc. and the other debtors entities (collectively, the “**Debtors**”) obtained protection from their creditors under the CCAA and FTI Consulting Inc. (the “**Monitor**”) was appointed as Monitor.
- B.** Pursuant to an order (the “**RVO**”) rendered by the Court on _____, 2026, the transaction contemplated by the Subscription Agreement dated June 30, 2026 (the “**SA**”) by and between Canadian Health Care Agency Ltd., as vendor (the “**Vendor**”), and Pollar Valley Investments Limited (the “**Purchaser**”), was authorized and approved, with a view, inter alia, to vest in and to the Purchaser, all of the Vendor’s right, title and interest in and to the Equity Interests (as more fully described in the SA, the “**Equity Interests**”).
- C.** Each capitalized term used and not defined herein has the meaning given to such term in the RVO or the Application for the Issuance of an Approval and Reverse Vesting Order (the “**Application**”).
- D.** The RVO provides for the vesting of all of the Vendor’s right, title and interest in and to the Equity Interests in the Purchaser, in accordance with the terms of the RVO and upon the delivery of a certificate (the “**Certificate**”) issued by the Monitor confirming, among other things, that (a) the deed(s) of sale have been executed and delivered; and (b) the Purchase Price has been paid by the Purchaser; and (c) all the conditions have been satisfied or waived by the parties thereto.
- E.** In accordance with the RVO, the Monitor has the power to authorize, execute and deliver this Certificate.
- F.** The RVO also directed the Monitor to file with the Court, a copy of this Certificate forthwith after issuance thereof.

THEREFORE, THE MONITOR CERTIFIES THAT IT HAS BEEN ADVISED BY THE VENDOR AS TO THE FOLLOWING:

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1. The closing documents have been signed and executed ;
2. The consideration and all applicable taxes have been paid; and
3. All conditions have been satisfied or waived by the parties thereto.

THIS CERTIFICATE was issued by the Monitor at _____ on _____, 2026.

FTI CONSULTING INC., in its capacity as Monitor, and not in its personal or corporate capacity.

By : _____
Name:
Title :

SCHEDULE E
Permitted Encumbrances

None.

SCHEDULE F
Retained Assets

Subject to any modifications to this list that the Investor may make, in accordance with the Subscription Agreement, prior to Closing, “**Retained Assets**” shall mean the following assets of CHCA:

- i) its Books and Records, including accounting, administrative, legal and tax records;
- ii) its client records and files;
- iii) its Employee and Independent Care Provider records and files;
- iv) its rights to any software, applications and computer code;
- v) all data, documentation, passwords, keys, hosting, infrastructure and other tools necessary to operate its software, applications and computer code in the normal course of business;
- vi) its minute books and all corporate, contractual, bidding, tender and legal documents;
- vii) its Retained Contracts, including contracts in respect of insurance coverage that is required in order for the Company to perform the Retained Contracts;
- viii) its bank accounts;
- ix) all funds collected on account of Sales Taxes and not remitted to the Government by the Closing Date;
- x) its accounts receivable and unbilled work in progress as of the Closing Date;
- xi) its intellectual property, including without limitation, its trademarks, business names, domain names, websites, social media accounts, email addresses and phone numbers;
- xii) all contracts with Independent Care Providers and Employees for the provision of care and medical services, except for those contracts with Employees and Independent Care Providers which will be terminated prior to Closing in accordance with the Subscription Agreement;
- xiii) any permits, licenses or certifications required to perform the Retained Contracts;
and
- xiv) all of its movable property existing as at June 17, 2026, including furniture, fixtures, electronic equipment and other furnishings, other than such movable property specifically excluded by the Investor prior to the Closing Date.

SCHEDULE G
Retained Contracts

Subject to any modifications to this list that the Investor may make, in accordance with the Subscription Agreement, prior to Closing, “**Retained Contracts**” shall mean the following contracts of CHCA:

- i) Master Agreement between Centralized Supply Chain Ontario operating as Supply Ontario and Canadian Health Care Agency Ltd. for Medical Professional Services: Service Category 3 Registered Nurse; Effective date: September 15, 2025; Master Agreement No.: Supply Ontario #tender_20973;
- ii) Contractor Agreement between First Nations Health Authority and Canadian Health Care Agency, Effective Date May 1, 2023; Contract #0000006832, and Amendments A-1 to A-4;
- iii) Contract between Indigenous Services Canada and Canadian Health Care Agency Ltd. for Remote, Isolated and Semi-Isolated First Nations Nursing Services (Alberta); Agreement date of November 3, 2023; Contract ID #CW2334829, and Amendments 001 to 012;
- iv) Contract between Indigenous Services Canada and Canadian Health Care Agency Ltd. for Remote, Isolated and Semi-Isolated First Nations Nursing Services (Manitoba); Agreement date of November 3, 2023; Contract ID #CW2334846, and Amendments 001 to 011;
- v) Contract between Indigenous Services Canada and Canadian Health Care Agency Ltd. for Remote, Isolated and Semi-Isolated First Nations Nursing Services (Ontario); Agreement date of November 3, 2023; Contract ID #CW2334817, and Amendments 001 to 010;
- vi) Travel Nurse Contingent Labour Master Services Agreement between Nova Scotia Health Authority and Canadian Health Care Agency Ltd; Effective date: November 28, 2024.

SCHEDULE H
Encumbrances to be Reduced

1. A deed of movable hypothec granted by Canadian Health Care Agency Ltd. on April 19, 2022 in favour of Royal Bank of Canada, registered at the RPMRR under number 22-0408990-0001 on April 19, 2022.
2. A general security agreement granted by Canadian Health Care Agency Ltd. on April 19, 2022 in favour of BDC Capital Inc., registered under the *Personal Property Security Act (Ontario)* under number 20231103 1137 1590 6965.
3. A general security agreement granted by Canadian Health Care Agency Ltd. on April 19, 2022 in favour of Desjardins Capital PME S.E.C., registered under the *Personal Property Security Act (Ontario)* under number 20231103 1138 1590 6967.
4. A general security agreement granted by Canadian Health Care Agency Ltd. on April 19, 2022 in favour of Royal Bank of Canada, registered under the *Personal Property Security Act (Ontario)* under number 20220413 1557 1590 7513 with an expiry date of July 5, 2027.
5. A deed of movable hypothec granted by Canadian Health Care Agency Ltd. in favour of BDC Capital Inc., registered at the RPMRR under number 23-1316887-0004 on November 6, 2023.
6. A deed of movable hypothec granted by Canadian Health Care Agency Ltd. in favour of Desjardins Capital PME S.E.C., registered at the RPMRR under number 23-1316887-0003 on November 6, 2023.

