

CANADA
Province of Quebec
District of Québec
Division No.: 01-Montréal
Court No.: 500-11-060355-217
Estate No.: 41-2777077

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF:

CHRONOMÉTRIQU INC., a legal person duly incorporated under the Québec *Business Corporations Act*, having its registered office at 100-1396 Saint-Patrick Street, in the city of Montréal, Province of Québec, H3K 2C8

Debtor/Petitioner

-and-

HEALTH MYSELF INNOVATIONS INC., a legal person duly incorporated under the *Canada Business Corporations Act*, RSC 1985, c C-44, having its registered office at 100-1396 Saint-Patrick Street, in the city of Montréal, Province of Québec, H3K 2C8

Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Proposal Trustee

**SECOND REPORT OF THE TRUSTEE
ON THE STATE OF PETITIONERS' BUSINESS AND FINANCIAL AFFAIRS**

Richter Advisory Group Inc. ("**Richter**" or the "**Proposal Trustee**"), in its capacity as trustee with respect to the Notices of Intention to Make a Proposal ("**NOIs**") filed by ChronoMétriq Inc. ("**ChronoMétriq**") and Health Myself Innovations Inc. ("**HMI**"), doing business as Pomelo Health (collectively the "**Debtors**" or the "**Companies**"), each an insolvent person, does hereby report to the Court the following.

INTRODUCTION

1. On October 26, 2021, the Debtors each filed an NOI in accordance with Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S. C. 1985, c. B.-3, as amended (the “**BIA**”), and Richter was appointed as Proposal Trustee under the NOIs. A copy of the Certificates of Filing issued by the Superintendent of Bankruptcy is annexed as Exhibit “A” to the First Report of the Trustee dated October 27, 2021 (“**First Report**”).
2. On October 27, 2021, the Debtors filed a motion entitled *Motion for the Issuance of an Order Authorizing and Approving Interim Financing, a Sale and Investment Solicitation Process, an Administrative Charge, a Directors and Officers Charge, a Key Employee Retention Program, Procedural Consolidation of the Estates, and Other Relief* (the “**Financing and Charge Motion**”). The Financing and Charge Motion was granted on the same day (the “**Financing and Charge Order**”).
3. On November 2, 2021, documents were sent by regular mail to all creditors of the Debtors, as identified by the Debtors, including a copy of the Debtors’ NOIs, which are annexed hereto as **Exhibit “A”**.
4. On November 5, 2021, the Debtors filed with the Official Receiver a Statement of Projected Cash Flow (“**Projections**”) together with their report pursuant to Section 50.4(2)(c) of the BIA, covering the period from October 16, 2021, to November 26, 2021, which included the major assumptions used in the preparation of the Projections. Concurrently therewith, the Proposal Trustee filed its report on the reasonableness of the Projections in accordance with Section 50.4(2)(b) of the BIA, all of which is annexed hereto as **Exhibit “B”**.
5. On November 8, 2021, each of the Attorney General of Canada and l’Agence du Revenu du Quebec filed a notice of appeal of the Financing and Charge Order (the “**Appeals**”) annexed hereto as **Exhibits “C”** and “**D**”.
6. On November 23, 2021, the Debtors filed an Application for the Issuance of an Extension, Approval, Vesting and Assignment Order (the “**Vesting, Assignment and Extension Application**”) which will be heard on November 25, 2021.
7. In order to monitor the affairs and finances of the Debtors, the Proposal Trustee has been provided with access to the books, records and other important documents of the Debtors.

PURPOSE OF THIS REPORT

8. The purpose of this Second Report is to provide this Court with information pertaining to:
 - a) Post-filing operations, including the reported results for the period October 18, 2021 to November 12, 2021;
 - b) The Sales and Investment Solicitation Process (the “**SISP**”) and the results thereof;
 - c) The Debtors’ request for a first extension of the statutory delay to file a proposal (the “**Proposal Period**”) to December 7, 2021;
 - d) The Debtors’ statement of projected cash flow for the period from November 13, 2021 to December 7, 2021; and
 - e) The Trustee’s recommendation that this Court render an order approving the conclusions sought in the Vesting, Assignment and Extension Application.

TERMS OF REFERENCE

9. Unless otherwise noted, all monetary amounts contained in this Second Report are expressed in Canadian dollars.
10. In preparing this Second Report, the Proposal Trustee has relied upon certain unaudited financial information prepared by the Debtors’ representatives, the Debtors’ books and records, and discussions with the Debtors’ representatives and legal counsel (the “**Information**”).
11. Except as otherwise described in this Second Report, the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards (“**GAAS**”) pursuant to the Chartered Professional Accountant of Canada Handbook and, as such, the Proposal Trustee expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information. The Information has been provided by the Management of the Companies and only the Companies are responsible for the accuracy of such Information.
12. Future oriented financial information relied upon in this Second Report is based on the Debtors’ representatives’ assumptions regarding future events; actual results achieved may vary from the Information presented even if the hypothetical assumptions occur and these variations may be material. Accordingly, the Proposal Trustee expresses no assurance as to whether projections will be achieved.

POST-FILING OPERATIONS

13. The Debtors operate as software providers in the health care sector. We refer to the First Report for further details regarding the operations of each Company.
14. Subsequent to the filing of the NOIs, the Companies have continued their operations in the ordinary course.
15. We refer to **Exhibit “E”** which reflects the reported results of the Debtors’ cash flow versus the Projections, for the period October 18, 2021 to November 12, 2021 (the **“Period”**). Overall, the net cash flow for the Period are in line with the Projections such that the ending DIP loan is reported at \$828K vs. a projection of \$801K.

SALES AND INVESTMENT SOLICITATION PROCESS (“SISP”)

16. As noted in the First Report, the primary objective of the restructuring of the Companies is to enable a going concern sale. As such, the Financing and Charge Order specifically authorized the Proposal Trustee to conduct the accelerated SISP with the assistance of the Companies. We refer to the timeline set out in the First Report and advise as follows:
 - a) **October 27 to November 2, 2021**: Creation of a virtual data room and identification of potential interested parties
 - The Proposal Trustee identified strategic buyers (primarily in North America) likely to be interested in purchasing the Debtors’ assets and business in a going concern scenario. We also identified investment funds and other investors who could be interested in the Debtors’ assets and business. Further contacts were provided by the Companies, secured creditors as well as shareholders. In total, approximately 260 parties were identified.
 - b) **November 3, 2021 or earlier**: Solicitation of potentially interested parties (including issuance of teaser and confidentiality agreement)
 - On October 29, 2021, the Proposal Trustee issued a solicitation letter (**Exhibit “F”**) by email to 260 identified potential buyers, in order to advise them of this business opportunity. This solicitation letter provided access to a cloud containing a teaser (**Exhibit “G”**) and a confidentiality undertaking (“**NDA**”) (**Exhibit “H”**). The Proposal Trustee and the Companies also followed up with various interested parties to ensure they were aware of the opportunity.

- Commencing November 2, 2021, all potential buyers who signed an NDA were provided access to the relevant information to assess this business opportunity through a virtual data room (“VDR”) (**Exhibit “I”**). The VDR includes the terms and conditions of the request for binding offers (**Exhibit “J”**) and a Management presentation explaining the opportunities for Pomelo Health and other relevant information.
- As summarized below, 25 potential buyers signed an NDA and were granted access to the VDR. All interested parties were then active in the VDR. The Proposal Trustee and Management also held numerous meetings (in person and virtual) with interested parties to provide further information and respond to requests for more data. We refer to the table below for a summary of the parties contacted.

Pomelo Health Potential Buyers Summary As at November 15, 2021	# of buyers	NDAs executed
Strategic- Health & Software	92	17
Existing Shareholders	27	-
Other (Private Equity, Other Sponsors)	141	8
Total	260	25

c) **November 15, 2021**: Bid deadline

- Three offers were submitted to the Proposal Trustee by the November 15, 2021 deadline, which offers were opened in the presence of the Proposal Trustee and its counsel as well as the Debtors and their counsel. A summary of the offers received is attached as **Exhibit “K”** which the Proposal Trustee requests be filed under seal.
- Further to an analysis of the offers received, it was determined by the Companies that none of the offers were acceptable and the Proposal Trustee was instructed to reject all of the offers. Nonetheless, the three interested parties were contacted and offered an opportunity to submit a revised offer to the Proposal Trustee by November 16, 2021 at 5:00 p.m. EST. All of the offerors submitted revised offers by the deadline. A summary of the revised offers is attached as **Exhibit “L”** which the Proposal Trustee requests be filed under seal.
- Following an analysis of the revised offers received, it was determined that the revised offer from TELUS Corporation was the most advantageous in the circumstances, offering the best and highest return for the Debtors’ stakeholders.
- As a result, the Debtors entered into an Asset Purchase Agreement with TELUS Health Solutions Inc. (“**TELUS**”).

- We refer to the Vesting, Assignment and Extension Application for a description of the Asset Purchase Agreement with TELUS which is attached thereto as **Exhibit R-2** (hereafter the “**Transaction**”). We provide the following comments:
 - The Transaction is structured as an asset purchase that will be free and clear of all encumbrances. The Transaction will result in the majority of the assets of the Companies being sold to TELUS.
 - TELUS intends to engage the majority of employees currently working for the Companies effective as and from the closing of the Transaction.
 - TELUS will assume certain vendor contracts and any related cure costs will be applied as a reduction of the purchase price.
 - TELUS will not require the head office premises of the Companies located in Montreal, Quebec.
 - The proceeds of the Transaction will be utilized to cover the Administration and D&O Charge (to the extent required), to fund the projected bankruptcy costs and to reimburse the DIP Facility or to be paid to the tax authorities in connection with their claims for unremitted source deductions, subject to the outcome of the Appeals).
 - On November 22, 2021, the Proposal Trustee was notified by the Companies that pursuant to the employment contract (“**Contract**”) entered into on October 15, 2021 (filed under seal as **Exhibit “M”**), the CEO of the Debtors James Feldkamp is entitled to a success fee based on the net realization of a transaction. The Proposal Trustee is reviewing the contract with its legal counsel.
 - The Proposal Trustee, directly or through its counsel, has been in contact with various stakeholders including secured creditors, Canada Revenue Agency and Revenu Quebec, all of whom who have been served with the Vesting, Assignment and Extension Application and have indicated that they support the closing of the Transaction as expeditiously as possible.
- d) **November 30, 2021 (or such later date as the CIBC may agree)**: Selection of successful bidder (including auction if necessary), negotiation of contract and completion of transaction including Court approval
- As noted above, the Asset Purchase Agreement provides for the closing to take place on November 29, 2021, subject to Court approval.

REQUEST TO EXTEND THE PROPOSAL PERIOD TO DECEMBER 7, 2021

17. The Debtors are requesting the extension of the Proposal Period to December 7, 2021 (the “**Extension**”) the whole to permit them to complete the Transaction on November 29, 2021 and attend to any post-closing matters. The Companies will have no further operations following the Transaction and it is expected that the Companies will become bankrupt and Richter will wind up the affairs of the Companies as bankruptcy trustee.
18. In support of the extension sought, the Debtors have prepared a statement of projected cash flow (**Exhibit “N”**) covering the period from November 13, 2021 to December 7, 2021, which we summarize as follows:

Cash flow For the period starting Nov 13 to Dec 7, 2021 (in \$000's)	Total 12/07/2021 Projected
Collections from AR	\$ 71
Purchase Price (Note 1)	-
DIP Funding	885
	<u>956</u>
Disbursements	
Payroll	(268)
Operating Expenses	(268)
Restructuring Professional Fees	(515)
DIP Fees & Costs	(125)
KERP	(220)
	<u>(1,395)</u>
Net Cashflow	<u>\$ (439)</u>
Cash Position	
Opening DIP Balance	\$ 715
DIP Funding	885
Closing DIP Balance	<u>\$ 1,600</u>

Note 1: The purchase price is filed under seal. However, the purchase price, combined with the DIP financing and pre-closing receivables collections will be sufficient to cover the projected disbursements in the extension period.

19. The statement of projected cash flow was prepared on the basis of closing the Transaction on November 29, 2021, following which the Companies will have no further operations.
20. The Proposal Trustee supports the Debtors’ request for the Extension for the following reasons:
- a) The Transaction pursuant to the SISF is scheduled to close after the expiration of the current stay on November 25, 2021 and, accordingly, it is in the best interests of all stakeholders to allow for the orderly completion of the Transaction;

- b) The Debtors are acting in good faith and with due diligence in taking steps to maximize the value of their assets for the benefit of their creditors;
- c) It is the Proposal Trustee's view that the Extension will not materially prejudice or adversely affect any group of creditors; and
- d) CIBC has been advised of the Extension. CIBC has confirmed its support of the Extension sought herein and the increase in the DIP Facility to the maximum approved balance of \$1.6 million.

RECOMMENDATION

- 21. The Proposal Trustee recommends that this Court grant the relief sought in the Vesting, Assignment and Extension Application, namely the extension of the stay of protection to December 7, 2021, and the approval of the Transaction, including the assignment of the Assumed Contracts.
- 22. With respect to the approval of the Transaction, the main reasons underlying the Proposal Trustee's support are summarized as follows:
 - a) The Transaction results from a *bone fide* offer by TELUS, following an expedited, but fulsome sale process through the SISP;
 - b) The Transaction offers the best and highest recovery to the Debtors' stakeholders; and
 - c) The Transaction is reasonable and fair in the circumstances and would be more beneficial to the creditors and other stakeholders than a liquidation following a bankruptcy, including the continued employment of the majority of the Debtors' employees.

Respectfully submitted at Montreal, this 24th day of November 2021.

Richter Advisory Group Inc.
Licensed Insolvency Trustee



Andrew Adessky, CPA, CA, MBA, CIRP, LIT

Exhibit A

RICHTER

CANADA
Province de Québec
District de : QC

COUR SUPÉRIEURE
(Chambre commerciale)
Loi sur la faillite et l'insolvabilité

No division : 01-Montréal
No cour : 500-11-060355-217
No dossier : 41-2777077

Avis aux créanciers de l'intention de faire une proposition (Paragraphe 50.4(6))

Dans l'affaire de l'Avis d'intention de faire une proposition de ChronoMétriq Inc. et Health Myself Innovations Inc. de la ville de Montréal dans la province de Québec

Avis est par la présente donné que, le 26 octobre 2021, les débitrice susmentionnée a déposé un Avis de l'intention de faire une proposition en vertu de la *Loi sur la faillite et l'insolvabilité*, dont copie est ci-jointe.

Avis est de plus donné qu'en conformité avec l'article 69 de la *Loi sur la faillite et l'insolvabilité*, toute procédure engagée contre les débitrice est suspendue. En conséquence, aucun créancier n'a de recours contre les débitrice ou contre ses biens, ni ne peut intenter ou continuer une action, exécution ou autre procédure pour le recouvrement de sa réclamation.

Une liste des créanciers ayant des réclamations de 250 \$ ou plus et le montant de ces réclamations, reflétées aux livres ou connues de la débitrice, est annexée aux présentes. Cette liste ne constitue pas l'acceptation d'une réclamation ou de réclamations.

Lors du dépôt de la proposition envisagée, un **autre** avis sera envoyé aux créanciers comprenant :

- a) une copie de la proposition;
- b) les date, lieu et heure de la tenue de l'assemblée des créanciers visant à considérer la proposition;
- c) un état succinct des avoirs et obligations de la débitrice;
- d) les documents prescrits suivants à être complétés :
 - preuve de réclamation;
 - procuration;
 - formulaire de votation sur la proposition.

Si les débitrices ne sont pas en mesure de déposer une proposition dans les délais prescrits, la faillite sera déclarée automatiquement, et le syndic convoquera immédiatement une assemblée des créanciers.

Fait à Montréal, province de Québec, le 2 novembre 2021.

Richter Groupe Conseil Inc.
Syndic autorisé en insolvabilité
Syndic agissant *in re* la proposition de
ChronoMétriq Inc. et Health Myself Innovations Inc.



Andrew Adessky, CPA, CA, CIRP, LIT

T. 514.908.3796 / 1.866.585.9751
F. 514.934.8603
reclamations@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Montréal (QC) H3A 0G6 Montréal, Toronto

(English – Over)

RICHTER

CANADA
Province of Québec
District of: QC

SUPERIOR COURT
(Commercial Division)
Bankruptcy and Insolvency Act

Division No.: 01-Montréal
Court No.: 500-11-060355-217
Estate No.: 41-2777077

Notice to Creditors of Intention to Make a Proposal (Subsection 50.4(6))

In the Matter of the Notice of Intention to Make a Proposal of ChronoMétriq Inc. & Health Myself Innovations Inc. of the City of Montréal in the Province of Québec

Notice is hereby given that, on October 26, 2021, the above-mentioned Debtors filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act*, as per a copy attached hereto.

Notice is further given that in accordance with Section 69 of the *Bankruptcy and Insolvency Act*, all proceedings against the Debtors are hereby stayed. Accordingly, no creditor has any remedy against the Debtors or its assets, nor shall it commence or continue any action, execution, or other proceedings for the recovery of a claim.

A list of the creditors with claims amounting to \$250 or more and the amounts of their claims as known or shown by the Debtor's books is annexed hereto. The enclosure thereof does not constitute the acceptance of any claim or claims.

Upon the filing of the contemplated Proposal, a **further** notice shall be mailed to you providing you with the following:

- a) A copy of the Proposal;
- b) The date, time and place of a Meeting of Creditors to be held to consider the Proposal;
- c) A condensed statement of the assets and liabilities of the Debtor;
- d) The following prescribed forms, to be completed:
 - Proof of Claim;
 - Proxy;
 - Voting Letter on the Proposal.

Should the Debtors fail to file a Proposal within the prescribed delays, an automatic bankruptcy will ensue and the Trustee will forthwith convene a meeting of creditors.

Dated at Montréal, Province of Québec, November 2, 2021.

Richter Advisory Group Inc.
Licensed Insolvency Trustee
Trustee acting *in re* the proposal of
ChronoMétriq Inc. & Health Myself Innovations Inc.



Andrew Adessky, CPA, CA, CIRP, LIT

T. 514.908.3796 / 1-866.585.9751
F. 514.934.8603
claims@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Montréal, QC H3A 0G6

Montréal, Toronto

(français - recto)

District de: Québec
No division: 01 - Montréal
No cour: 500-11-060355-217
No dossier: 41-2777077

- FORMULAIRE 33 -
Avis de l'intention de faire une proposition
(paragraphe 50.4(1) de la Loi)

Dans l'affaire de l'Avis d'intention de faire une proposition de
Chronométriq Inc.
de la ville de Montréal
dans la province de Québec

Avis est donné de ce qui suit :

1. Je, Chronométriq Inc., personne insolvable signifie mon intention de faire une proposition à mes créanciers conformément au paragraphe 50.4(1) de la Loi.
2. Richter Advisory Group Inc/Richter Groupe Conseil inc de 1981 avenue McGill College, 11th floor, Montréal, QC, H3A 0G6, syndic autorisé, a accepté d'exercer les fonctions de syndic dans le cadre de la proposition. Une copie de son acceptation est annexée au présent avis.
3. Une liste portant les noms des créanciers connus ayant des réclamations d'une valeur de 250 \$ ou plus ainsi que le montant de ces réclamations, est également annexée.
4. Conformément à l'article 69 de la Loi, les procédures engagées contre moi sont suspendues à compter de la date du dépôt du présent avis auprès du séquestre officiel de ma localité.

Daté le 25 octobre 2021, à Montréal en la province de Québec.

signé

Chronométriq Inc.
Personne Insolvable

À remplir par le séquestre officiel:

Date du dépôt

Séquestre officiel

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Chronometriq Inc.
of the City of Montréal
in the Province of Québec

Take notice that:

1. I, Chronométriq Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Richter Advisory Group Inc/Richter Groupe Conseil inc of 1981 avenue McGill College, 11th floor, Montréal, QC, H3A 0G6, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Montréal in the Province of Quebec, this 25th day of October 2021.



Chronométriq Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District de: Québec
No division: 01 - Montréal
No cour: 500-11-060356-215
No dossier: 41-2777094

- FORMULAIRE 33 -
Avis de l'intention de faire une proposition
(paragraphe 50.4(1) de la Loi)

Dans l'affaire de l'Avis d'intention de faire une proposition de
Health Myself Innovations Inc.
de la ville de Montréal
dans la province de Québec

Avis est donné de ce qui suit :

1. Je, Health Myself Innovations Inc., personne insolvable signifie mon intention de faire une proposition à mes créanciers conformément au paragraphe 50.4(1) de la Loi.
2. Richter Advisory Group Inc/Richter Groupe Conseil inc de 1981 avenue McGill College, 11th floor, Montréal, QC, H3A 0G6, syndic autorisé, a accepté d'exercer les fonctions de syndic dans le cadre de la proposition. Une copie de son acceptation est annexée au présent avis.
3. Une liste portant les noms des créanciers connus ayant des réclamations d'une valeur de 250 \$ ou plus ainsi que le montant de ces réclamations, est également annexée.
4. Conformément à l'article 69 de la Loi, les procédures engagées contre moi sont suspendues à compter de la date du dépôt du présent avis auprès du séquestre officiel de ma localité.

Daté le 25 octobre 2021, à Montréal en la province de Québec.

signé

Health Myself Innovations Inc.
Personne Insolvable

À remplir par le séquestre officiel:

Date du dépôt

Séquestre officiel

District of: -
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Health Myself Innovations Inc.
of the City of Montréal
in the Province of Québec

Take notice that:

1. I, Health Myself Innovations Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Richter Advisory Group Inc/Richter Groupe Conseil inc of 1981 avenue McGill College, 11th floor, Montréal, QC, H3A 0G6, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Montréal in the Province of Quebec, this 25th day of October 2021.


Health Myself Innovations Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
 Chronometriq Inc.
 of the City of Montréal
 in the Province of Québec

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
9211-7027 QUÉBEC INC. (INTÉGRATION SANTÉ)			12,119.30
ALLAN MACDONALD			298.94
ALOGIENT INC.			213,574.89
AUDACIUM			32,638.54
AXELERATECH INC / AMIT PRASAD			15,866.55
BACKGROUNDS ONLINE			1,452.49
BAL GLOBAL FINANCE CANADA CORPORATION			4,951.08
BENOIT ARBOUR			1,846.33
CANADA REVENUE AGENCY (DAS)	CNVR-SHAWINIGAN 4695 BOUL. SHAWINIGAN SUD SHAWINIGAN QC G9P 5H9		1,376,587.00
CANADIAN HEALTHCARE TECHNOLOGY			3,373.05
CANADIAN IMPERIAL BANK OF COMMERCE (CIBC)			2,916,667.00
CHRONO INNOVATION INC.			113,552.14
CLEMENT LAVEDAN			551.88
CLINICAL SUPPORT SYSTEM INCORPORATED	101-20 GORE STREET KINGSTON ON K7L 2L1		1,128.87
COMPAS GLOBAL TECHNOLOGIES USA, INC			2,400.00
CONVERTIBLE DEBENTURE			172,000.00
DAVID.TAYLOR			65,360.07
DELOITTE INC.			10,456.98

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
 Chronometriq Inc.
 of the City of Montréal
 in the Province of Québec

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
DYNACARE			9,273.02
EMPLOYEES			472,870.00
FENWICK			10,078.26
FIBRENOIRE INC.			569.13
GLORIA GOMEZ	6672 RUE CLAUDEL BROSSARD QC J4Z 0H9		18,919.42
GROUPE ACCESS (3096-3227 QUEBEC INC.)			367.92
HICKS MORLEY			2,483.74
HSP GROUP			6,911.35
INVESTISSEMENT QUEBEC (IQ)			139,035.00
JÉRÔME LAVALLÉE			2,299.50
KEITH HUNTER			50,000.00
KOSOWKY CONSULTING	255 HOMER ST. NEWTON MA 12459 USA		66,060.00
KPMG S.R.L./S.E.N.C.R.L.	T4348 TORONTO ON M5W 7A6		4,920.93
LATITUDE 45 CONSEIL	CP 4348, SUCCURSALE A		48,709.22
LAVERY, DE BILLY, S.E.N.C.R.L.	1 PLACE VILLE MARIE, 28E ETAGE MONTREAL QC H3A 3L6		168,745.95
LEYTON FINDER EXPERT INC.	1260, BOUL. ROBERT BOURASSA, 5E ETAGE MONTREAL QC H3B 3B9		32,660.44
LOGISCALE INC (USD)			33,255.24
LONG NGUYEN			173,811.68
MALTEM CANADA INC			192,235.34
MILLER THOMSON LLP			45,451.46

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
 Chronometriq Inc.
 of the City of Montréal
 in the Province of Québec

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
MORGAN FRANKLIN CONSULTING			9,162.97
MR. DAVID TAYLOR			108,750.00
OWNLY CONSEIL			22,926.02
PAUL LEPAGE			2,500.00
PRIMED CANADA			4,209.25
PROPEL LONDON LIMITED	55 GREEK ST. LONDON, W1D3DT UK		25,658.55
REVENU QUEBEC	DIRECTION PRINCIPALE DU RECOURVREMENT DE MTL 1600 RENE LEVESQUE O. 3E ETAGE SECTEUR R23-CPF MONTREAL QC H3H 2V2		1,804,867.00
RLDUNN & ASSOCIATES CONSULTING INC			28,652.60
SHAREHOLDERS LOAN			144,000.00
SHIELDS O'DONNELL MACKILLOP LLP			2,214.80
SOLUTIONS KREASTRA INC			12,313.90
STEVE LITSAS			51,943.69
TECHSO SOLUTIONS	902-60 RUE SAINT-JACQUES MONTREAL QC H2Y 1L5		125,345.75
THE BUSINESS DEVELOPMENT BANK OF CANADA (BDC)			130,635.00
THOMAS INTERNATIONAL INC.			2,219.70
TIM PORTHOUSE COACHING LLC			12,914.41

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Chronométriq Inc.
of the City of Montréal
in the Province of Québec

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
TORYS LAW FIRM LLP			72,442.08
TRUE CAPITAL PARTNERS, LLC			121,110.00
TWILIO	548 MARKET ST. NO 14510 SAN FRANCISCO CA CA 94104		27,820.01
VOX O MAX	C.P. 338, SUCCURSALE AHUNTSIC MONTREAL QC H3L 3N9		402.41
WINDEL MARX LANE & MITTENDOFF			7,269.54
YAN LALONDE			6,458.47
Total			9,147,298.86


Chronométriq Inc.
Insolvent Person

District of: -
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Health Myself Innovations Inc.
of the City of Montréal
in the Province of Québec

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
CANADIAN IMPERIAL BANK OF COMMERCE (CIBC)			2,916,667.00
INVESTISSEMENTS QUEBEC (IQ)			139,035.00
THE BUSINESS DEVELOPMENT BANK OF CANADA (BDC)			130,635.00
Total			3,186,337.00


Health Myself Innovations Inc.
Insolvent Person

- Consentement -

Dans l'affaire de l'Avis d'intention de faire une proposition de
ChronoMétriq Inc.
de la ville de Montréal
dans la province de Québec

À qui de droit,

Nous consentons par la présente, à agir comme syndic, d'après la Loi sur la faillite et l'insolvabilité, à la présente proposition de Chronométriq Inc..

Daté le 25 octobre 2021, à Montréal en la province de Québec.

Richter Advisory Group Inc/Richter Groupe Conseil inc - Syndic autorisé en insolvabilité

Par:

signé

Andrew Adessky, CPA, CA, CIRP, LIT - Syndic autorisé en insolvabilité
1981 avenue McGill College, 11th floor
Montréal QC H3A 0G6
Téléphone: (514) 934-3400 Télécopieur: (514) 934-8603

- Proposal Consent -

In the Matter of the Notice of Intention to Make a Proposal of
Chronometriq Inc.
of the City of Montreal
in the Province of Quebec

To whom it may concern,

This is to advise that we hereby consent to act as trustee under the Bankruptcy and Insolvency Act for the proposal of Chronometriq Inc..

Dated at the City of Montréal in the Province of Quebec, this 25th day of October 2021.

Richter Advisory Group Inc/Richter Groupe Conseil inc - Licensed Insolvency Trustee

Per:



Andrew Adessky, CPA, CA, CIRP, LIT - Licensed Insolvency Trustee
1981 avenue McGill College, 11th floor
Montréal QC H3A 0G6
Phone: (514) 934-3400 Fax: (514) 934-8603

- Consentement -

Dans l'affaire de l'Avis d'intention de faire une proposition de
Health Myself Innovations Inc.
de la ville de Montréal
dans la province de Québec

À qui de droit,

Nous consentons par la présente, à agir comme syndic, d'après la Loi sur la faillite et l'insolvabilité, à la présente proposition de Health Myself Innovations Inc..

Daté le 25 octobre 2021, à Montréal en la province de Québec.

Richter Advisory Group Inc/Richter Groupe Conseil inc - Syndic autorisé en insolvabilité

Par:

signé

Andrew Adessky, CPA, CA, CIRP, LIT - Syndic autorisé en insolvabilité

1981 avenue McGill College, 11th floor

Montréal QC H3A 0G6

Téléphone: (514) 934-3400 Télécopieur: (514) 934-8603

- Proposal Consent -

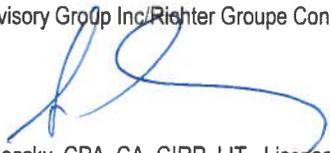
In the Matter of the Notice of Intention to Make a Proposal of
Health Myself Innovations Inc.
in the City of Montreal
in the Province of Quebec

To whom it may concern,

This is to advise that we hereby consent to act as trustee under the Bankruptcy and Insolvency Act for the proposal of Health Myself Innovations Inc..

Dated at the City of Montréal in the Province of Quebec, this 25th day of October 2021.

Richter Advisory Group Inc/Richter Groupe Conseil inc - Licensed Insolvency Trustee
Per:



Andrew Adessky, CPA, CA, CIRP, LIT - Licensed Insolvency Trustee
1981 avenue McGill College, 11th floor
Montréal QC H3A 0G6
Phone: (514) 934-3400 Fax: (514) 934-8603



Industrie Canada Industry Canada
Bureau du surintendant Office of the Superintendent
des faillites Canada of Bankruptcy Canada
District de QUÉBEC
No division : 01 - Montreal
No cour : 500-11-060355-217
No dossier : 41-2777077

Dans l'affaire de l'avis d'intention de
faire une proposition de :

Chronométriq Inc. et Health Myself Innovations
Inc. (consolidation procédurale)

Personnes insolvables

RICHTER ADVISORY GROUP INC / RICHTER GROUPE CONSEIL INC.
Syndic autorisé en insolvabilité

Date de l'avis d'intention : 26 octobre 2021, @ 02:27 pm

CERTIFICAT DE DÉPÔT D'UN AVIS D'INTENTION DE FAIRE UNE PROPOSITION
paragraphe 50.4(1)

Je soussigné, séquestre officiel pour ce district de faillite, certifie par les présentes que les personnes insolvables susmentionnées ont déposé un avis d'intention de faire une proposition en vertu du paragraphe 50.4(1) de la Loi sur la faillite et

Conformément au paragraphe 69(1) de la Loi, toutes les procédures contre les personnes insolvables susmentionnées sont suspendues à compter de la date du dépôt de l'avis d'intention.

E-File / Dépôt électronique

Séquestre officiel

Sun Life Building, 1155 Metcalfe Street, Suite 950, Montréal, QUÉBEC, H3B 2V6, 877/376-9902



Industry Canada

Office of the Superintendent
of Bankruptcy Canada

District of QUEBEC

Division No. 01 - Montreal

Court No. 500-11-060355-217

Estate No. 41-2777077

Industrie Canada

Bureau du surintendant
des faillites Canada

In the Matter of the Notice of Intention
to make a proposal of:

Chronométriq Inc. and Health Myself Innovations Inc.
(procedural consolidation)

Insolvent Persons

RICHTER ADVISORY GROUP INC / RICHTER GROUPE CONSEIL INC.
Licensed Insolvency Trustee

Date of the Notice of Intention: October 26, 2021, @ 02:27 pm

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4(1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent persons filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent persons are stayed as of the date of filing of the Notice of Intention.

E-File / Dépôt électronique

Official Receiver

Sun Life Building, 1155 Metcalfe Street, Suite 950, Montréal, QUEBEC, H3B 2V6, 877/376-9902

Canada 

Exhibit B

District of: QC
Division No.: 01-Montréal
Court No.: 500-11-060355-217
Estate No.: 41-2777077

FORM 29
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
ChronoMétriq Inc. and Health Myself Innovations Inc.
of the City of Montréal
in the Province of Québec

The attached statement of projected cash flow of ChronoMétriq Inc. and Health Myself Innovations Inc., as of the 26th day of October 2021, consisting of the period from October 18, 2021 to November 26, 2021, has been prepared by the management of the insolvent person for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by the management and employees of the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

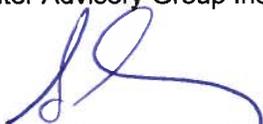
- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Montréal in the Province of Quebec, this 4th day of November 2021.

Richter Advisory Group Inc – Licensed Insolvency Trustee
Per:



Andrew Adessky, CPA, CA, CIRP, LIT
1981 McGill College Avenue, 11th Floor
Montréal QC H3A 0G6
Phone: 514.908.3796 Fax: 514.934.8603
Andrew Adessky, CPA, CA, CIRP, LIT
Phone: 416.488.2305 Fax: 416.488.3765

District of: QC
Division No.: 01-Montréal
Court No.: 500-11-060355-217
Estate No.: 41-2777077

FORM 29 – ATTACHMENT
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
ChronoMétriq Inc. and Health Myself Innovations Inc.
of the City of Montréal
in the Province of Québec

Purpose:

ChronoMétriq Inc. and Health Myself Innovations Inc. filed a Notice of Intention to Make a Proposal on October 26, 2021. By order of Québec Superior Court ("Court") on October 27, 2021, the estates of ChronoMétriq Inc. and Health Myself Innovations Inc. (the "Companies") were consolidated for procedural purposes. The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of the Companies for the period October 18 to November 26, 2021, relating to the filing of a Notice of Intention to Make a Proposal on October 26, 2021. This Statement of Projected Cash Flow has been prepared by management on October 26 2021, based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Companies for the period of October 18 to November 26, 2021, considering the economic conditions that are considered the most probable by management.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Assumptions:

(a) Projected Cash Receipts

The projected cash receipts are estimated by management, based upon the collection experience of the Companies.

(b) Projected Cash Disbursements

The projected cash disbursements are based upon historical data adjusted to reflect the current level of activity and best estimates of the Companies.

The current government remittances for source deductions and sales taxes are included in the disbursement assumptions.

The cash disbursements include restructuring costs projected to be incurred as well as employee retention program. The cash disbursements do not provide for the payment of arrears to unsecured creditors.

(c) DIP Financing

On October 26, 2021 the Court Approved the DIP Financing of up to \$1.6 million. Pursuant to the DIP financing Term sheet, the advances under the facility are limited to \$1,000,000 through November 19, 2021 and may be increased thereafter. The projected cash flow assumes that CIBC will consent to an increase to the maximum amount of \$1.6M.

Dated at the City of Montréal, Province of Quebec, this 4th day of November 2021.

Richter Advisory Group Inc – Licensed Insolvency Trustee

Per:



Andrew Adessky, CPA, CA, CIRP, LIT

1981 McGill College Avenue, 11th Floor, Montréal QC H3A 0G6

Phone: 514.934.3400 Fax: 514.934.8603

District of: Quebec
Division No.: 01-Montréal
Court No.: 500-11-060355-217
Estate No.: 41-2777077

- FORM 30 -
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2) (c) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
ChronoMétriq Inc. and Health Myself Innovations Inc.
of the City of Montréal
in the Province of Québec

The management of ChronoMétriq Inc. and Health Myself Innovations Inc. has developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 26 day of October 2021, consisting of the period from October 18 to November 26, 2021.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Montréal, Province of Québec, this 4th day of November 2021.

James Feldkamp

James Feldkamp (Nov 5, 2021 13:30 EDT)

ChronoMétriq Inc. and Health Myself Innovations Inc.
Debtor

James Feldkamp

Name and title of signing officer

District of: Quebec
Division No.: 01-Montréal
Court No.: 500-11-060355-217
Estate No.: 41-2777077

- FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2) (c) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
ChronoMétriq Inc. and Health Myself Innovations Inc.
of the City of Montréal
in the Province of Québec

Purpose:

ChronoMétriq Inc. and Health Myself Innovations Inc. filed a Notice of Intention to Make a Proposal on October 26, 2021. By order of Québec Superior Court ("Court") on October 27, 2021, the estates of ChronoMétriq Inc. and Health Myself Innovations Inc. (the "Companies") were consolidated for procedural purposes. The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of the Companies, for the period October 16 to November 26 2021, relating to the filing of a Notice of Intention to Make a Proposal on October 26, 2021. This Statement of Projected Cash Flow has been prepared by management on October 26, 2021 based on available financial information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Companies for the period October 18 to November 26, 2021, considering the economic conditions that are considered the most probable by management. As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Assumptions:

(a) Projected Cash Receipts

The projected cash receipts are estimated by management, based upon the collection experience of the Companies

(b) Projected Cash Disbursements

The projected cash disbursements are based upon historical data adjusted to reflect the current level of activity and best estimates of the Companies

The current government remittances for source deductions and sales taxes are included in the disbursement assumptions.

The cash disbursements include restructuring costs projected to be incurred as well as an employee retention program.

The cash disbursements do not provide for the payment of arrears to unsecured creditors.

(c) DIP Financing

On October 26, 2021 the Court Approved the DIP Financing of up to \$1.6 million. Pursuant to the DIP financing Term sheet, the advances under the facility are limited to \$1.0 million through November 19, 2021 and may be increased thereafter. The projected cash flow assumes that CIBC will consent to an increase to the maximum amount of \$1.6M.

Dated at the City of Montréal, Province of Québec, this 4th day of November 2021.

James Feldkamp

James Feldkamp (Nov 5, 2021 13:30 EDT)

ChronoMétriq Inc. and Health Myself Innovations Inc.
Debtor

James Feldkamp

Name and title of signing officer

ChronoMetriq Inc. & Health Myself Innovations Inc.

Statement of Projected Cash Flow

For the period starting Oct 16 to Nov 26, 2021

Week ending (in \$000's)	Note	1	2	3	4	5	6	Total (42 days)
		22-Oct-21 (7 days)	29-Oct-21 (7 days)	05-Nov-21 (7 days)	12-Nov-21 (7 days)	19-Nov-21 (7 days)	26-Nov-21 (7 days)	
Projected Cash Receipts		\$ 13	\$ 5	\$ 245	\$ 245	\$ 91	\$ 5	\$ 603
Projected Disbursements								
Payroll		(23)	(264)	(31)	(266)	(31)	(264)	(879)
Operating Expenses		(308)	(57)	(96)	(36)	(92)	(70)	(659)
Restructuring Professional Fees		-	(208)	(76)	(65)	(65)	(88)	(502)
Other Restructuring Costs		-	-	(13)	(13)	-	-	(25)
Sales Taxes		-	-	-	-	-	34	34
DIP Fees		-	-	-	-	-	(18)	(18)
KERP		-	-	-	-	-	(219)	(219)
		<u>(331)</u>	<u>(529)</u>	<u>(216)</u>	<u>(379)</u>	<u>(188)</u>	<u>(624)</u>	<u>(2,267)</u>
Net Projected Cash Flow		<u>\$ (318)</u>	<u>\$ (524)</u>	<u>\$ 29</u>	<u>\$ (135)</u>	<u>\$ (97)</u>	<u>\$ (619)</u>	<u>\$ (1,664)</u>
Opening Cash Balance		\$ 147	\$ (170)	\$ -	\$ -	\$ -	\$ -	\$ 147
Net Projected Cash Flow		(318)	(524)	29	(135)	(97)	(619)	(1,664)
Projected DIP Loan Injection		-	695	(29)	135	97	619	1,516
Ending Cash Balance		<u>\$ (170)</u>	<u>\$ -</u>	<u>\$ -</u>				
Projected DIP Loan Balance	1	<u>\$ -</u>	<u>\$ 695</u>	<u>\$ 666</u>	<u>\$ 801</u>	<u>\$ 897</u>	<u>\$ 1,516</u>	

Note 1: On October 26, 2021 the Court Approved the DIP Financing of up to \$1.6 million. Pursuant to the DIP financing Term sheet, the advances under the facility are limited to \$1,000,000 through November 19, 2021 and may be increased thereafter. The projected cash flow assumes that CIBC will consent to an increase to the maximum amount of \$1.6M.



 James Feldkamp, CEO



 Andrew Adessky, CPA, CA, MBA, CIRP, LIT

Exhibit C

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No:

No: 500-11-060355-217

COURT OF APPEAL

THE ATTORNEY GENERAL OF CANADA

for and in the name of Her Majesty the Queen (represented by the Minister of National Revenue), 200 René-Lévesque Boulevard West, East Tower, 9th Floor, in the city of Montreal, Province of Quebec, H2Z 1X4;

APPELLANT

v.

CHRONOMÉTRIQ INC., a legal person duly incorporated under the Québec *Business Corporations Act*, CQLR c S-31.1, having its registered office at 100-1396 Saint-Patrick Street, in the city of Montreal, Province of Quebec, H3K 2C8;

RESPONDENT – Debtor/Petitioner

- and -

HEALTH MYSELF INNOVATIONS INC., a legal person duly incorporated under the *Canada Business Corporations Act*, RSC 1985, c C-44, having its registered office at 100-1396 Saint-Patrick Street, in the city of Montreal, Province of Quebec, H3K 2C8;

RESPONDENT – Debtor/Petitioner

- and -

RICHTER ADVISORY GROUP INC., a legal person having a place of business at 1981 McGill College avenue, Suite 1100, in the city of Montreal, Province of Quebec, H3A 0G6;

RESPONDENT – Proposal Trustee

NOTICE OF APPEAL
**(Section 193 of the Bankruptcy and Insolvency Act and Section 352
of the Code of Civil of Procedure)**

Appellant
November 8, 2021

1. The appellant, the Attorney General of Canada, appeals from an Order rendered on October 27, 2021 by the Honourable Martin Castonguay, J.S.C., of the Superior Court of Quebec, Commercial Division ("**Court**"), which authorized and approved interim financing, an administrative charge, a sale and investment solicitation process, a directors and officers charge, a key employee retention program, procedural consolidation of the estates and other relief.
2. More particularly, this appeal concerns the Court's order ranking the Lender Charge, the Administration Charge and the Directors and Officers Charge (collectively, the "**Charges**") with priority over the Crown's deemed trust (paragraph 34 of the Order) along with the order declaring a notwithstanding clause to override the provisions of any federal statute (paragraph 37 of the Order).
3. With less than a 4 hour notice of the respondents' motion to obtain the Order under appeal, the Crown appeared before the Court and argued for a postponement of the hearing and, alternatively, for an order carving out the priority charges over the deemed trust until the issue be argued at a future date. The Crown did not contest the approval of a portion of the interim financing and charge to ensure the payment of the current salaries and critical suppliers' costs for two weeks.
4. In addition, the Crown was not notified or informed that an amended draft order had been submitted to the Court by the respondents prior to the hearing, which amendment directly affected the Crown's rights.
5. This amended draft order, which was later approved by the Court, was modified to specifically include that the priming Charges would rank in priority over "trusts

- (statutory or otherwise)". Further, this amended draft order increased the Lender Charge from \$1 MM to \$1.6 MM (plus the additional mortgage of 20%).
6. The respondent, ChronoMétriq Inc., has an estimated amount of \$1.4 MM of unremitted federal payroll deductions for the 2018, 2019 and 2020 tax years. Those amounts are subject to the deemed trust provisions for unremitted source deductions under the *Income Tax Act* ("ITA").
 7. The Court granted the Lender Charge for \$1,920,000 (which includes an addition mortgage of 20%), the Administrative Charge for \$200,000 and the Directors and Officers Charge for \$250,000.
 8. The duration of the hearing on October 27, 2021 was 2 hours and 36 minutes.
 9. The appellant files with this notice of appeal a copy of the Order rendered by the Court on October 27, 2021 in **Schedule 1**.
 10. The value of the subject matter of the dispute is estimated at \$1.4 MM for the appellant.
 11. This file is not confidential.

GROUND OF APPEAL

12. The trial judge erred for the following reasons.
13. The Crown was denied an adequate time and opportunity to contest the motion regarding the order sought to rank the priming charges ahead of its deemed trust, and the notwithstanding clause to override the provisions of any federal statute.
14. The Crown was equally denied the opportunity to make representations on the amended draft order submitted by respondents to the Court.
15. The denial of justice and the result of the Order rendered impacts the future rights of the Crown in the present file.
16. Had the Crown been given an adequate opportunity to contest the motion presented, it would have demonstrated that:

- a) The Crown's deemed trust for unremitted source deductions has priority over court-ordered priming charges under the *Bankruptcy and Insolvency Act* ("BIA"); and
 - b) The Court did not have the authority under the BIA to render an order ranking the charges above the Crown's deemed trust for unremitted source deductions;
17. The Court therefore erred in declaring at paragraph 34 of the Order "that each of the Charges shall constitute a charge on the Property [of the respondents] and that such Charges shall rank in priority to any and all [...] trusts (statutory or otherwise)" (our underlining), thereby including the Crown's deemed trust.
18. The Court equally erred at paragraph 37 of the Order by declaring a notwithstanding clause to override the provisions of any federal statute.

I. The Deemed Trust has priority over the Priming Charges

19. Payroll deductions are at the heart of income tax collection in Canada. The ITA requires a person paying salaries or wages to an employee to deduct or withhold amounts on account of the employee's tax for the year and to remit those deductions to the Crown. Parliament has provided powerful collection tools to protect the collection of payroll deductions, including the deemed trust mechanism.
20. Under the deemed trust mechanism governed by subsection 227(4.1) of the ITA, the property of employers with payroll deductions arrears is deemed to be held in trust, and the proceeds of such property shall be paid to the Receiver General in priority to all security interests, notwithstanding any other provincial or federal statutes or any other laws.
21. More specifically, the Crown's deemed trust operates in two stages:
- a) First, subsection 227(4) of the ITA deems amounts withheld to be held in trust for the benefit of the Crown;

- b) Second, under subsection 227 (4.1) of the ITA, if the amount deemed to be held in trust for the Crown is not paid to the Crown when due, all property of the debtor and all property held by secured creditors of the debtor, in an amount equal to the failed remittance, are deemed to be held in trust for the Crown; Subsection 227 (4.1) of the ITA also requires that the proceeds from such property must be paid to the Crown in priority to all security interests;
22. The appellant submits that the clear language of subsection 227(4.1) of the ITA gives the Crown priority over priming charges.
- a) When the debtor fails to remit payroll deductions, all of its property is deemed to be held in trust for the Crown, separate and apart from its own property and thus, not available to any other creditors;
 - b) The ITA provides that the Crown's claim under the deemed trust will prevail over any interest that is a "security interest" within the meaning of subsection 224(1.3) of the ITA. A priming charge is a "security interest" within the meaning of subsection 224(1.3) of the ITA;
 - c) Subsection 227(4.1) of the ITA explicitly operates notwithstanding "any other provision of [...] the *Bankruptcy and Insolvency Act* (except sections 81.1 and 81.2 of that Act) [...];
23. In addition, the BIA recognizes the deemed trust for unremitted source deductions under subsection 67(3) of the BIA.
24. Sections 50.6, 64.1 and 64.2 of the BIA permit the granting of priority charges above a secured creditor, but the Crown's deemed trust for unremitted source deductions is not a security interest, and subsection 227(4.1) of the ITA overrides these provisions.

II. Canada North

25. On July 28, 2021, the Supreme Court of Canada rendered a 5-4 decision in *Her Majesty the Queen v. Canada North Group Inc., et al.* ("**Canada North**")¹ under the *Companies' Creditors Arrangement Act* ("CCAA").
26. The Supreme Court of Canada relied on the broad discretionary power provided for under section 11 of the CCAA to authorize priming charges above the Crown's deemed trust.
27. The Supreme Court of Canada did not address the discretionary power under section 183 of the BIA, which is not as broad as section 11 of the CCAA.
28. The appellant submits that section 183 of the BIA did not give the discretionary power to the trial judge to prioritize the Charges above the Crown's deemed trust.

CONCLUSIONS

29. The appellant will ask the Court of Appeal to :
 - a) **ALLOW** the appeal;
 - b) **SET ASIDE** the first instance Order regarding:
 - i. The order and declaration priming the Lender Charge, the Administration Charge and the Directors and Officers Charge with priority over the Crown's deemed trust (paragraph 34 of the Order);
 - ii. The order declaring a notwithstanding clause to override the provisions of any federal statute (paragraph 37 of the Order);
 - c) **CONDEMN** the respondents to pay the appellant legal costs on appeal.

¹ 2021 SCC 30

This notice of appeal has been notified to ChronoMétriq Inc., to Health Myself Innovations Inc. and to Me Michel Laroche, Me David Ward and Me Larry Ellis from Miller Thomson LLP, lawyers who represented ChronoMétriq Inc. and Health Myself Innovations Inc. in first instance; to Richter Advisory Group Inc. and to Me Hugo Babos-Marchand from McCarthy Tétrault who represented Richter Advisory Group Inc. in first instance, and to the Office of the Superior Court, District of Montreal.

MONTREAL, November 8, 2021

Attorney General of Canada

ATTORNEY GENERAL OF CANADA

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CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No:

No: 500-11-060355-217

COURT OF APPEAL

THE ATTORNEY GENERAL OF CANADA
for and in the name of Her Majesty the
Queen (represented by the Minister of
National Revenue)

APPELLANT

v.

CHRONOMÉTRIQ INC., a legal person duly
incorporated under the Québec *Business
Corporations Act*, CQLR c S-31.1

RESPONDENT – Debtor/Petitioner

- and -

HEALTH MYSELF INNOVATIONS INC., a
legal person duly incorporated under the
Canada Business Corporations Act, RSC
1985, c C-44

RESPONDENT – Debtor/Petitioner

and

RICHTER ADVISORY GROUP INC., a
legal person

RESPONDENT – Proposal Trustee

LIST OF SCHEDULE IN SUPPORT OF NOTICE OF APPEAL

Appellant

SCHEDULE 1: Order authorizing and approving interim financing, an administration charge, a sale and investment solicitation process, a directors and officers charge, a key employee retention program, procedural consolidation of the estates, and other relief rendered by the Honourable Martin Castonguay, J.C.S. of the Superior Court (Commercial Division) on October 27, 2021.

SCHEDULE 1

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No: 500-11-060355-217
ESTATE No.: 41-2777077
ESTATE No.: 41-2777094

DATE: October 27, 2021

PRESIDING: THE HONOURABLE MARTIN CASTONGUAY, J.S.C.

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF:
CHRONOMÉTRIQ INC.**

Debtor/Petitioner

-and-

HEALTH MYSELF INNOVATIONS INC.

Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC.

Proposal Trustee

ORDER AUTHORIZING AND APPROVING INTERIM FINANCING, AN ADMINISTRATION CHARGE, A SALE AND INVESTMENT SOLICITATION PROCESS, A DIRECTORS AND OFFICERS CHARGE, A KEY EMPLOYEE RETENTION PROGRAM, PROCEDURAL CONSOLIDATION OF THE ESTATES, AND OTHER RELIEF

[1] **ON READING** the *Motion for the Issuance of an Order Authorizing and Approving Interim Financing, A Sale and Investment Solicitation Process, an Administration Charge, a Directors and Officers Charge, a Key Employee Retention Program, Procedural Consolidation of the Estates, and other Relief*

JC00C9

("Motion") of ChronoMétriq Inc. and Health Myself Innovations Inc. (together, the "Debtors"), the affidavit and the exhibits in support thereof;

- [2] **CONSIDERING** the notification/service of the Motion;
- [3] **CONSIDERING** the submissions of counsel, the affidavit and exhibits in support of the Motion;
- [4] **CONSIDERING** the report filed by Richter Advisory Group in support of the Motion;
- [5] **CONSIDERING** the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended ("BIA"), in general, and sections 50.6, 64.1, 64.2, and 183 of the BIA, in particular; and
- [6] **CONSIDERING** that all secured creditors likely to be affected by the charges resulting from the orders herein have been notified of the Motion.

THE COURT:

- [7] **GRANTS** the Motion.
- [8] **ORDERS** that capitalized terms not otherwise defined herein shall have the same meaning as ascribed thereto in the Motion.

NOTIFICATION/SERVICE

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

PROCEDURAL CONSOLIDATION

- [11] **ORDERS** that the bankruptcy estates of the Debtors, Estate Nos. 41-2777077 and 41-2777094 (collectively, the "Estates") shall, subject to further order of the Court, be procedurally consolidated and shall continue under Estate No. 41-2777077, in such capacity, the "**Consolidated Proposal Proceeding**".
- [12] **ORDERS** that without limiting the generality of the foregoing, the Proposal Trustee is hereby authorized and directed to administer the Estates on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities as Proposal Trustee under the BIA as if the Consolidated Proposal Proceeding were a single proceeding under the BIA, including without

limitation:

- (a) the meeting of creditors of the Debtors may be convened and conducted jointly;
 - (b) the Proposal Trustee is authorized to issue consolidated reports in respect of the Debtors; and
 - (c) the Proposal Trustee is authorized to deal with all filings and notices relating to the proposal proceedings of the Debtors, each as required under the BIA on a consolidated basis.
- [13] **ORDERS** any pleadings or other documents served or filed in the Consolidated Proposal Proceeding by any party shall be deemed to have been served or filed in each of the proceedings comprising the Consolidated Proposal Proceeding.
- [14] **ORDERS** that a copy of this Order shall be filed by the Debtors in the court file for each of the Estates, but any subsequent document required to be filed will be hereafter only be required to be filed in the Consolidated Proposal Proceeding in Estate No. 41-2777077.
- [15] **ORDERS** that the procedural consolidation of the Estates pursuant to this Order shall not:
- (a) affect the legal status or corporate structure of the Debtors; or
 - (b) cause either Debtor to be liable for any claim for which it is otherwise not liable, or cause either Debtor to have an interest in an asset to which it otherwise would not have.
- [16] **ORDERS** that the Estates are not substantively consolidated, and nothing in this Order shall be construed to that effect.

DIP TERM SHEET AND INTERIM FINANCING CHARGE

- [17] **ORDERS** that the Debtors are hereby authorized to borrow from Canadian Imperial Bank of Commerce ("**Interim Lender**"), such amounts from time to time as the Debtors may consider necessary or desirable, in consultation the Proposal Trustee up to a maximum principal amount of \$1,600,000 outstanding at any time, on the terms and conditions as set forth in the Amended and Restated DIP Term Sheet filed ("**DIP Term Sheet**") and in the Interim Financing Documents (as defined herein) to fund the expenditures of the Debtors and to pay such other amounts as are permitted by the terms of the Order and the Interim Financing Documents ("**Interim Facility**").
- [18] **ORDERS** that the Debtors are authorized to execute and deliver such credit

agreements, security documents and other definitive documents (together with the DIP Term Sheet, the "Interim Financing Documents") as may be required by the Interim Lender in connection with the Interim Facility and the DIP Term Sheet, and the Debtors are hereby authorized to perform all of their obligations under the Interim Financing Documents.

- [19] **ORDERS** that the Debtors shall pay to the Interim Lender, when due, all amounts owing (including principal, interest, fees and expenses, including without limitation, all fees and disbursements of counsel and all other reasonably required advisors to or agents of the Interim Lender) on a full indemnity basis under the DIP Term Sheet and the other Interim Financing Documents (the "Interim Lender Indebtedness") and shall perform all of their other obligations to the Interim Lender pursuant to the DIP Term Sheet, the Interim Financing Documents and this Order.
- [20] **DECLARES** that the Interim Lender be and is entitled to the benefit of and is hereby granted a charge, security and hypothec over the Debtors' present and future assets, rights, undertakings and property, movable, personal, corporeal or incorporeal, tangible or intangible and wherever situated, including all proceeds thereof (collectively the "Property") in the amount of \$1,920,000 for the principal amount of \$1,600,000 plus the additional mortgage of 20%, and all other amounts payable by the Debtors under the Interim Financing Documents ("Interim Lender Charge"), as continuing and collateral security for the Interim Lender Indebtedness and all obligations of the Debtors with respect to all amounts owing and all obligations required to be performed under or in connection with the Interim Financing Documents, which Interim Lender Charge shall have the priority established by paragraphs 33-34 hereof.
- [21] **ORDERS** that the claims of the Interim Lender pursuant to the Interim Financing Documents shall not be compromised or arranged pursuant to a proposal or these proceedings and the Interim Lender, in that capacity, shall be treated as an unaffected creditor in these proceedings and in any proposal.
- [22] **ORDERS** that the Interim Lender may:
- (a) notwithstanding any other provision of this Order, take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the Interim Lender Charge and the Interim Financing Documents in all jurisdictions where it deems it is appropriate; and
 - (b) notwithstanding the terms of the paragraph to follow, refuse to make any advance to the Debtors if the Debtors fail to meet the provisions of the DIP Term Sheet and the other Interim Financing Documents.
- [23] **ORDERS** that the Interim Lender shall not take any enforcement steps with respect to its security or under the DIP Term Sheet (or underlying credit

agreements) or the Interim Lender Charge without providing at least 3 days written notice ("**Notice Period**") of a default thereunder to the Debtors, the Proposal Trustee and to creditors whose rights are registered or published at the appropriate registers or requesting a copy of such notice. Upon expiry of such Notice Period and without further Order of the Court, the Interim Lender shall be entitled to take any and all steps under its security, the DIP Term Sheet, the Interim Financing Documents, the Interim Lender Charge and otherwise permitted at law, but without having to send any additional demands under section 244 of the BIA, the *Civil Code of Quebec* or any other similar legislation. Upon demand or default under the Interim Financing Documents, the Interim Lender shall be under no obligation to make any further advance under the DIP Term Sheet or any other Interim Financing Document.

SISP

[24] **APPROVES AND AUTHORIZES** the SISP.

[25] **AUTHORIZES** the Proposal Trustee to conduct the SISP and to implement and perform any and all actions related thereto.

ADMINISTRATION CHARGE

[26] **ORDERS** that the Debtors shall pay the reasonable fees and disbursements of the Proposal Trustee, the Proposal Trustee's counsel, and the Debtors' counsel and other advisors, directly related to these BIA proceedings and the restructuring of the Debtors' business and affairs, whether incurred before or after this Order. The Debtors are hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Debtors on a weekly basis or on such other basis as such persons may agree in accordance with the cash flow approved by the Proposal Trustee and the Interim Lender.

[27] **DECLARES** that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Debtors, are hereby granted a charge on the Property to the extent of the aggregate amount of \$200,000, as continuing and collateral security for the professional fees and disbursements incurred both before and after the making of this Order and directly related to these proceedings under the BIA and the Debtors' restructuring, having the priority established by paragraphs 33-34 hereof ("**Administration Charge**").

D&O INDEMNIFICATION AND CHARGE

[28] **ORDERS** that the Debtors shall indemnify all of their directors and officers in office as at the date of the NOI filing or thereafter appointed ("**Directors and**

Officers") relating to any obligations or liabilities they may incur and which have accrued by reason of or in relation to their respective capacities as Directors or Officers of the Debtors after the commencement of these NOI proceedings, except where such obligations or liabilities were incurred as a result of such directors' or officers' gross negligence, wilful misconduct, or gross or intentional fault as further detailed subparagraph 64(4) of the BIA.

[29] ORDERS that the Directors and Officers are hereby granted a charge on the Property to the extent of an aggregate amount of \$250,000 ("**D&O Charge**") as security for the indemnity provided in paragraph 28 of this Order. The D&O Charge shall have the priority set out in paragraphs 33-34 of this Order.

[30] ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary:

(a) No insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge; and

(b) The Directors and Officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the Directors and Officers are entitled to be indemnified in accordance with paragraph 28 of this Order.

KERP

[31] ORDERS that the Key Employee Retention Plan ("**KERP**") described in the Motion and summarized in the table filed under seal as Exhibit R-15 to the Motion is hereby approved, and the Debtors are hereby authorized and empowered to perform their obligations set forth thereunder, including by making the payments in accordance with the terms set out therein.

[32] DECLARES that the KERP contains sensitive and confidential information and shall be sealed in the Court file in this proceeding and segregated from, and shall not form part of, the public record.

PRIORITIES AND GENERAL PROVISIONS RELATING TO THE CHARGES

[33] ORDERS AND DECLARES that the priority of the Interim Lender Charge, the Administration Charge, and the D&O Charge (collectively, the "**Charges**") as between them with respect to the Property to which they apply shall be as follows:

(a) first, the Administration Charge;

(b) second, the D&O Charge; and

(c) third, the Interim Lender Charge;

[34] ORDERS AND DECLARES that each of the Charges shall constitute a charge on the Property and that such Charges shall rank in priority to any and all other hypotecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "Encumbrances"), or trusts (statutory or otherwise) affecting the Property in favour of any person.

[35] ORDERS that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title, or interest filed, registered, published, recorded, or perfected subsequent to the Charges coming into existence.

[36] ORDERS that except as may be approved or ordered by this Court, the Debtors shall not grant any Encumbrances in or against any Property that rank in priority to, or *pari passu* with the Charges unless the Court orders same or the beneficiaries of the Charges consent in writing thereto.

[37] ORDERS AND DECLARES that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order pursuant to the BIA or any bankruptcy order made pursuant to such an application;
- (c) the filing of any assignment for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statute; or
- (e) any negative covenants, prohibitions, or other similar provisions with respect to borrowings, incurring debt or the creation of the Encumbrances contained in any existing loan documents, lease, sublease, offer to lease or other agreement to which the Debtors are a party;

the Charges shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by any person, including any creditor of the Debtors, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable or reviewable transaction, under the BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

- [38] **ORDERS** that any of the Charges created by this Order over leases of real property in Canada shall only be a charge in the Debtors' interests in such real property leases.

GENERAL

- [39] **ORDERS** that the stay of proceedings contained in section 69.1 of the BIA shall not apply with respect to the Canadian Imperial Bank of Commerce.
- [40] **ORDERS** that Exhibit R-15 filed in support of the Motion be kept confidential and under seal until further order of this Court.
- [41] **ORDERS** that no person shall commence, proceed with or enforce any proceedings against the Proposal Trustee or any of the Directors and Officers, employees, legal counsel, or financial advisors of the Debtors or of the Proposal Trustee in relation to the business of the Debtors or any of its property, without first obtaining leave of this Court, upon five (5) business days' written notice to the Debtors' counsel, the Proposal Trustee and to all those referred to in this paragraph whom it is proposed be named in such proceedings.
- [42] **DECLARES** that the NOI, this Order, and any proceeding or affidavit leading to this Order shall not, in and of themselves, constitute a default or failure to comply by the Debtors under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement.
- [43] **DECLARES** that this Order and its effects shall survive the filing by the Debtors of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtors pursuant to the terms of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 or the bankruptcy of the Debtors, unless this Court orders otherwise.
- [44] **DECLARES** that, except as otherwise specified herein or in the BIA, the Debtors and the Proposal Trustee are at liberty to serve any application, motion, notice, proof of claim form, proxy, circular, disclaimer or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given addresses as last shown on the records of the Debtors and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if by ordinary mail.
- [45] **DECLARES** that, without limiting the generality of the preceding paragraph, the Debtors and any parties to these proceedings may serve any court materials in

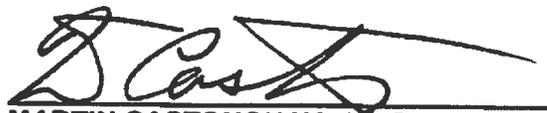
these proceedings on all represented parties electronically by emailing a PDF or other electronic copy of such materials to counsels' email addresses.

- [46] **DECLARES** that, except as otherwise specified herein or in the BIA, or ordered by this Court, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a response on the Debtors' counsel and the Proposal Trustee and has filed such response with this Court, or appears on the service list prepared by the Debtors, the Proposal Trustee or their counsel, save and except when an order is sought against a person not previously involved in these proceedings.
- [47] **DECLARES** that the Debtors or the Proposal Trustee may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order on notice only to each other.
- [48] **DECLARES** that the Debtors and the Proposal Trustee shall be entitled to seek leave to vary this Order upon such terms and such notice as this Court deems just.
- [49] **ORDERS** and **DECLARES** that any interested person may apply to this Court to vary or rescind this Order or seek other relief upon five (5) business days' notice to the Debtors, the Proposal Trustee and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- [50] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [51] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or elsewhere, to give effect to this Order and to assist, the Debtors, 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 Debtors and the Proposal Trustee, as an officer of this Court, to grant representative status to the Proposal Trustee in any foreign proceeding or to assist the Debtors, the Proposal Trustee and their respective agents in carrying out this Order.
- [52] **ORDERS** that each of the Debtors and the Proposal Trustee is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulator or administrative body, wherever located, for the recognition of the 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 of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside of Canada.

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

[54] THE WHOLE without costs.



MARTIN CASTONGUAY, J.S.C.

No: 500-11-060355-217

COURT OF APPEAL OF QUEBEC
DISTRICT OF MONTREAL

Within 10 days after notification, the respondent, the intervenors and the impleaded parties must file a representation statement giving the name and contact information of the lawyer representing them or, if they are not represented, a statement indicating as much. If an application for leave to appeal is attached to the notice of appeal, the intervenors and the impleaded parties are only required to file such a statement within 10 days after the judgment granting leave or after the date the judge takes note of the filing of the notice of appeal. (Article 358, para. 2 C.C.P.)

THE ATTORNEY GENERAL OF CANADA (or and in the name of Her Majesty the Queen (represented by the Minister of National Revenue))
APPELLANT

v.

CHRONOMÉTRIQ INC., a legal person duly incorporated under the Québec Business Corporations Act, CQLR c S-31.1

RESPONDENT – Debtor/Petitioner

-and-

HEALTH MYSELF INNOVATIONS INC., a legal person duly incorporated under the Canada Business Corporations Act, RSC 1985, c C-44

RESPONDENT – Debtor/Petitioner

-and-

RICHTER ADVISORY GROUP INC., a legal person

RESPONDENT – Proposal Trustee

NOTICE OF APPEAL

COPY RICHTER ADVISORY GROUP INC.

November 8, 2021

Me Kim Sheppard

ATTORNEY GENERAL OF CANADA

Department of Justice Canada

Quebec Regional Office

Guy-Favreau Complex

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East Tower, 9th Floor

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Telephone : 514-283-8460 / 438-885-1946

Fax : 514-283-3103

BC 0565
OP 0828

The parties shall notify their proceedings (including briefs and memoranda) to the appellant and to the other parties who have filed a representation statement by counsel (or a non-representation statement). (Article 25, para. 1 of the Civil Practice Regulation)

If a party fails to file a representation statement by counsel (or non-representation statement), it shall be precluded from filing any other pleading in the file. The appeal shall be conducted in the absence of such party. The Clerk is not obliged to notify any notice to such party. If the statement is filed after the expiry of the time limit, the Clerk may accept the filing subject to conditions that the Clerk may determine. (Article 30 of the Civil Practice Regulation)



08/11/2021

12/11/2021

Exhibit D

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

N°: 500-09-

N° première instance: 500-11-060355-217

COURT OF APPEAL

L'AGENCE DU REVENU DU QUÉBEC,
ayant son bureau au 3800, rue de Marly,
secteur 5-2-8, Québec (Québec) G1X 4A5

APPELLANT

v.

CHRONOMÉTRIQU INC., a legal person duly incorporated under the Québec *Business Corporations Act*, CQLR c S-31.1, having its registered office at 100-1396 Saint-Patrick Street, in the city of Montréal, Province of Québec, H3K 2C8;

RESPONDENT – Debtor/Petitioner

- and -

HEALTH MYSELF INNOVATIONS INC., a legal person duly incorporated under the *Canada Business Corporations Act*, RSC 1985, c C-44, having its registered office at 100-1396 Saint-Patrick Street, in the city of Montréal, Province of Québec, H3K 2C8;

RESPONDENT – Debtor/Petitioner

- and -

RICHTER ADVISORY GROUP INC., a legal person having a place of business at 1981 McGill College avenue, Suite 1100, in the city of Montréal, Province of Québec, H3A 0G6;

RESPONDENT – Proposal Trustee

NOTICE OF APPEAL
(Section 193 of the Bankruptcy and Insolvency Act and Section 352
of the Code of Civil of Procedure)

1. The appellant, l'Agence du Revenu du Québec ("ARQ" or "The Crown"), appeals from an Order rendered on October 27, 2021 by the Honourable Martin Castonguay, J.S.C., of the Superior Court of Quebec, Commercial Division ("Court"), which authorized and approved interim financing, an administrative charge, a sale and investment solicitation process, a directors and officers charge, a key employee retention program, procedural consolidation of the estates and other relief.
2. More particularly, this appeal concerns the Court's order ranking the Lender Charge, the Administration Charge and the Directors and Officers Charge (collectively, the "Charges") with priority over the Crown's deemed trust (paragraph 34 of the Order) along with the order declaring a notwithstanding clause to override the provisions of any federal statute (paragraph 37 of the Order).
3. With less than a 4 hour notice of the respondents' motion to obtain the Order under appeal, the Crown appeared before the Court and argued for a postponement of the hearing and, alternatively, for an order carving out the priority charges over the deemed trust until the issue be argued at a future date. The Crown did not contest the approval of a portion of the interim financing and charge to ensure the payment of the current salaries and critical suppliers' costs for two weeks.
4. In addition, the Crown was not notified or informed that an amended draft order had been submitted to the Court by the respondents prior to the hearing, which amendment, directly affected the Crown's rights.
5. This amended draft order, which was later approved by the Court, was modified to specifically include that the priming Charges would rank in priority over "trusts

(statutory or otherwise)". Further, this amended draft order increased the Lender Charge from \$ 1 MM to \$ 1.6 MM (plus the additional mortgage of 20%).

6. The respondent, ChronoMétriq Inc. has an estimated amount of \$ 1 715 981,16 (on 2021-10-27) of unremitted provincial I payroll deductions for the 2018, 2019 and 2020 tax years. Those amounts are subject to the deemed trust provisions for unremitted source deductions under the *Income Tax Act* ("ITA").
7. The Court granted the Lender Charge for \$ 1,920,000 (which includes an addition mortgage of 20%), the Administrative Charge for \$ 200,000 and the Directors and Officers Charge for \$ 250,000;
8. The duration of the hearing on October 27, 2021 was 2 hours and 36 minutes;
9. The appellant files with this notice of appeal a copy of the Order rendered by the Superior Court on October 27, 2021 in **Schedule 1**;
10. The value of the subject matter of the dispute is estimated at \$ 1 715 981,16 (on 2021-10-27) for the appellant;
11. This file is not confidential;

GROUND OF APPEAL

12. The trial judge erred for the following reasons.
13. The Crown was denied an adequate time and opportunity to contest the motion regarding the order sought to rank the priming charges ahead of its deemed trust, and the notwithstanding clause to override the provisions of any federal statute.
14. The Crown was equally denied the opportunity to make representations on the amended draft order submitted by respondents' to the Court.
15. The denial of justice and the result of the Order rendered, impacts the future rights of the Crown in the present file.
16. Had the Crown been given an adequate opportunity to contest the motion presented, it would have demonstrated that:

- a) The Crown's deemed trust for unremitted source deductions has priority over court-ordered priming charges under the *Bankruptcy and Insolvency Act* ("BIA"); and
 - b) The Court did not have the authority under the BIA to render an order ranking the charges above the Crown's deemed trust for unremitted source deductions;
17. The Court therefore erred in declaring at paragraph 34 of the Order "that each of the Charges shall constitute a charge on the Property [of the respondents] and that such Charges shall rank in priority to any and all [...] trusts (statutory or otherwise)" (our underlining), thereby including the Crown's deemed trust.
18. The Court equally erred at paragraph 37 of the Order by declaring a notwithstanding clause to override the provisions of any federal statute, including more particularly, the BIA.
19. Under the deemed trust mechanism governed by subsection 227(4.1) of the ITA the property of employers with payroll deductions arrears is deemed to be held in trust and the proceeds of such property shall be paid to the Crown in priority to all security interests, notwithstanding any other provincial or federal statutes or any other laws.
20. More specifically, the Crown's deemed trust operates in two stages:
- a) First, the ITA requires a person paying salaries or wages to an employee to deduct or withhold amounts on account of the employee's tax for the year and to remit those deductions to the Crown. Subsection 227(4) of the ITA and section 20 of the *Loi sur l'administration fiscale*¹ deems those amounts to be held in trust for the benefit of the Crown;
 - b) Second, under subsection 227 (4.1) of the ITA if the amount deemed to be held in trust for the Crown is not paid to the Crown when due, all property of the debtor and all property held by secured creditors of the debtor, in an amount equal to the failed remittance, are deemed to be held in trust for the

¹ RLRQ, c. A-6.002

Crown; Subsection 227 (4.1) of the ITA also requires that the proceeds from such property must be paid to the Crown in priority to all security interests;

21. The appellant submits that subsection 227(4.1) of the ITA gives the Crown priority over priming charges for the following reasons:
 - a) The ITA provides that the Crown's claim under the deemed trust will prevail over any interest that is a "security interest" within the meaning of subsection 224(1.3) of the ITA; A priming charge is a "security interest" within the meaning of subsection 224(1.3) of the ITA;
 - b) Subsection 227(4.1) of the ITA explicitly operates notwithstanding "any other provision of [...] the *Bankruptcy and Insolvency Act* (except sections 81.1 and 81.2 of that Act) [...];
22. In addition, the BIA recognizes the deemed trust for unremitted source deductions under subsection 67(3) of the BIA.
23. Sections 50.6, 64.1 and 64.2 of the BIA permit the granting of priority charges above a secured creditor, but the Crown's deemed trust for unremitted source deductions is not a security interest, and subsection 227(4.1) of the ITA overrides these provisions.
24. On July 28, 2021, the Supreme Court of Canada rendered a 5-4 decision in *Her Majesty the Queen v. Canada North Group Inc., et al.* ("**Canada North**")² under the *Companies' Creditors Arrangement Act* ("CCAA").
25. The Supreme Court of Canada relied on the broad discretionary power provided for under section 11 of the CCAA to authorize priming charges above the Crown's deemed trust.
26. The Supreme Court of Canada did not address the discretionary power under section 183 of the BIA, which is not as broad as section 11 of the CCAA.
27. The appellant submits that section 183 of the BIA did not give the discretionary power to the trial judge to prioritize the Charges above the Crown's deemed trust.

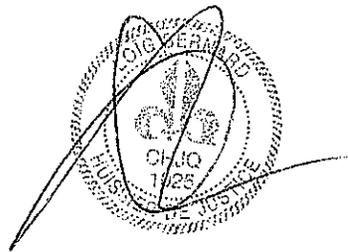
² 2021 SCC 30

CONCLUSIONS

28. The appellant will ask the Court of Appeal to :
- a) **ALLOW** the appeal;
 - b) **SET ASIDE** the first instance Order regarding:
 - i. The order and declaration priming the Lender Charge, the Administration Charge and the Directors and Officers Charge with priority over the Crown's deemed trust (paragraph 34 of the Order);
 - ii. The order declaring a notwithstanding clause to override the provisions of any federal statute (paragraph 37 of the Order);
 - c) **CONDEMN** the respondents to pay the appellant legal costs on appeal.

This notice of appeal has been notified to ChronoMétriq Inc., to Health Myself Innovations Inc. and to Me Michel Laroche, Me David Ward and Me Larry Ellis from Miller Thomson LLP, lawyers who represented ChronoMétriq Inc. and Health Myself Innovations Inc. in first instance; to Richter Advisory Group Inc. and to Me Hugo Babos-Marchand from McCarthy Tétrault who represented Richter Advisory Group Inc. in first instance, and to the Office of the Superior Court, District of Montreal.

Québec, November 8, 2021



Daniel Cantin

Me Daniel Cantin, avocat
LARIVIÈRE MEUNIER
3800, rue de Marly, secteur 5-2-8
Québec (Québec) G1X 4A5
Ligne directe : 418 652-5245
Télécopieur : 418 577-5327
Courriel : Notif-Quebec@revenuquebec.ca
Avocats de l'appelante
L'Agence du revenu du Québec

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

N°: 500-09-

N° première instance: 500-11-060355-217

COURT OF APPEAL

L'AGENCE DU REVENU DU QUÉBEC,
ayant son bureau au 3800, rue de Marly,
secteur 5-2-8, Québec (Québec) G1X 4A5

APPELLANT

v.

CHRONOMÉTRIQ INC., a legal person
duly incorporated under the Québec
Business Corporations Act, CQLR c
S-31.1, having its registered office at
100-1396 Saint-Patrick Street, in the city of
Montréal, Province of Québec, H3K 2C8;

RESPONDENT – Debtor/Petitioner

- and -

HEALTH MYSELF INNOVATIONS INC.,
a
legal person duly incorporated under the
Canada Business Corporations Act, RSC
1985, c C-44, having its registered office at
100-1396 Saint-Patrick Street, in the city of
Montréal, Province of Québec, H3K 2C8;

RESPONDENT – Debtor/Petitioner

- and -

RICHTER ADVISORY GROUP INC., a
legal
person having a place of business at 1981
McGill College avenue, Suite 1100, in the
city of Montréal, Province of Québec,
H3A 0G6;

RESPONDENT – Proposal Trustee

("Motion") of ChronoMétriq Inc. and Health Myself Innovations Inc. (together, the "Debtors"), the affidavit and the exhibits in support thereof;

- [2] **CONSIDERING** the notification/service of the Motion;
- [3] **CONSIDERING** the submissions of counsel, the affidavit and exhibits in support of the Motion;
- [4] **CONSIDERING** the report filed by Richter Advisory Group in support of the Motion;
- [5] **CONSIDERING** the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended ("BIA"), in general, and sections 50.6, 64.1, 64.2, and 183 of the BIA, in particular; and
- [6] **CONSIDERING** that all secured creditors likely to be affected by the charges resulting from the orders herein have been notified of the Motion.

THE COURT:

- [7] **GRANTS** the Motion.
- [8] **ORDERS** that capitalized terms not otherwise defined herein shall have the same meaning as ascribed thereto in the Motion.

NOTIFICATION/SERVICE

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

PROCEDURAL CONSOLIDATION

- [11] **ORDERS** that the bankruptcy estates of the Debtors, Estate Nos. 41-2777077 and 41-2777094 (collectively, the "Estates") shall, subject to further order of the Court, be procedurally consolidated and shall continue under Estate No. 41-2777077, in such capacity, the "Consolidated Proposal Proceeding".
- [12] **ORDERS** that without limiting the generality of the foregoing, the Proposal Trustee is hereby authorized and directed to administer the Estates on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities as Proposal Trustee under the BIA as if the Consolidated Proposal Proceeding were a single proceeding under the BIA, including without

limitation:

- (a) the meeting of creditors of the Debtors may be convened and conducted jointly;
 - (b) the Proposal Trustee is authorized to issue consolidated reports in respect of the Debtors; and
 - (c) the Proposal Trustee is authorized to deal with all filings and notices relating to the proposal proceedings of the Debtors, each as required under the BIA on a consolidated basis.
- [13] **ORDERS** any pleadings or other documents served or filed in the Consolidated Proposal Proceeding by any party shall be deemed to have been served or filed in each of the proceedings comprising the Consolidated Proposal Proceeding.
- [14] **ORDERS** that a copy of this Order shall be filed by the Debtors in the court file for each of the Estates, but any subsequent document required to be filed will be hereafter only be required to be filed in the Consolidated Proposal Proceeding in Estate No. 41-2777077.
- [15] **ORDERS** that the procedural consolidation of the Estates pursuant to this Order shall not:
- (a) affect the legal status or corporate structure of the Debtors; or
 - (b) cause either Debtor to be liable for any claim for which it is otherwise not liable, or cause either Debtor to have an interest in an asset to which it otherwise would not have.
- [16] **ORDERS** that the Estates are not substantively consolidated, and nothing in this Order shall be construed to that effect.

DIP TERM SHEET AND INTERIM FINANCING CHARGE

- [17] **ORDERS** that the Debtors are hereby authorized to borrow from Canadian Imperial Bank of Commerce ("Interim Lender"), such amounts from time to time as the Debtors may consider necessary or desirable, in consultation the Proposal Trustee up to a maximum principal amount of \$1,600,000 outstanding at any time, on the terms and conditions as set forth in the Amended and Restated DIP Term Sheet filed ("DIP Term Sheet") and in the Interim Financing Documents (as defined herein) to fund the expenditures of the Debtors and to pay such other amounts as are permitted by the terms of the Order and the Interim Financing Documents ("Interim Facility").
- [18] **ORDERS** that the Debtors are authorized to execute and deliver such credit

agreements, security documents and other definitive documents (together with the DIP Term Sheet, the "Interim Financing Documents") as may be required by the Interim Lender in connection with the Interim Facility and the DIP Term Sheet, and the Debtors are hereby authorized to perform all of their obligations under the Interim Financing Documents.

- [19] **ORDERS** that the Debtors shall pay to the Interim Lender, when due, all amounts owing (including principal, interest, fees and expenses, including without limitation, all fees and disbursements of counsel and all other reasonably required advisors to or agents of the Interim Lender) on a full indemnity basis under the DIP Term Sheet and the other Interim Financing Documents (the "Interim Lender Indebtedness") and shall perform all of their other obligations to the Interim Lender pursuant to the DIP Term Sheet, the Interim Financing Documents and this Order.
- [20] **DECLARES** that the Interim Lender be and is entitled to the benefit of and is hereby granted a charge, security and hypothec over the Debtors' present and future assets, rights, undertakings and property, movable, personal, corporeal or incorporeal, tangible or intangible and wherever situated, including all proceeds thereof (collectively the "Property") in the amount of \$1,920,000 for the principal amount of \$1,600,000 plus the additional mortgage of 20%, and all other amounts payable by the Debtors under the Interim Financing Documents ("Interim Lender Charge"), as continuing and collateral security for the Interim Lender Indebtedness and all obligations of the Debtors with respect to all amounts owing and all obligations required to be performed under or in connection with the Interim Financing Documents, which Interim Lender Charge shall have the priority established by paragraphs 33-34 hereof.
- [21] **ORDERS** that the claims of the Interim Lender pursuant to the Interim Financing Documents shall not be compromised or arranged pursuant to a proposal or these proceedings and the Interim Lender, in that capacity, shall be treated as an unaffected creditor in these proceedings and in any proposal.
- [22] **ORDERS** that the Interim Lender may:
- (a) notwithstanding any other provision of this Order, take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the Interim Lender Charge and the Interim Financing Documents in all jurisdictions where it deems it is appropriate; and
 - (b) notwithstanding the terms of the paragraph to follow, refuse to make any advance to the Debtors if the Debtors fail to meet the provisions of the DIP Term Sheet and the other Interim Financing Documents.
- [23] **ORDERS** that the Interim Lender shall not take any enforcement steps with respect to its security or under the DIP Term Sheet (or underlying credit

agreements) or the Interim Lender Charge without providing at least 3 days written notice ("Notice Period") of a default thereunder to the Debtors, the Proposal Trustee and to creditors whose rights are registered or published at the appropriate registers or requesting a copy of such notice. Upon expiry of such Notice Period and without further Order of the Court, the Interim Lender shall be entitled to take any and all steps under its security, the DIP Term Sheet, the Interim Financing Documents, the Interim Lender Charge and otherwise permitted at law, but without having to send any additional demands under section 244 of the BIA, the *Civil Code of Quebec* or any other similar legislation. Upon demand or default under the Interim Financing Documents, the Interim Lender shall be under no obligation to make any further advance under the DIP Term Sheet or any other Interim Financing Document.

SISP

- [24] APPROVES AND AUTHORIZES the SISP.
- [25] AUTHORIZES the Proposal Trustee to conduct the SISP and to implement and perform any and all actions related thereto.

ADMINISTRATION CHARGE

- [26] ORDERS that the Debtors shall pay the reasonable fees and disbursements of the Proposal Trustee, the Proposal Trustee's counsel, and the Debtors' counsel and other advisors, directly related to these BIA proceedings and the restructuring of the Debtors' business and affairs, whether incurred before or after this Order. The Debtors are hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Debtors on a weekly basis or on such other basis as such persons may agree in accordance with the cash flow approved by the Proposal Trustee and the Interim Lender.
- [27] DECLARES that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Debtors, are hereby granted a charge on the Property to the extent of the aggregate amount of \$200,000, as continuing and collateral security for the professional fees and disbursements incurred both before and after the making of this Order and directly related to these proceedings under the BIA and the Debtors' restructuring, having the priority established by paragraphs 33-34 hereof ("Administration Charge").

D&O INDEMNIFICATION AND CHARGE

- [28] ORDERS that the Debtors shall indemnify all of their directors and officers in office as at the date of the NOI filing or thereafter appointed ("Directors and

Officers") relating to any obligations or liabilities they may incur and which have accrued by reason of or in relation to their respective capacities as Directors or Officers of the Debtors after the commencement of these NOI proceedings, except where such obligations or liabilities were incurred as a result of such directors' or officers' gross negligence, wilful misconduct, or gross or intentional fault as further detailed subparagraph 64(4) of the BIA.

[29] **ORDERS** that the Directors and Officers are hereby granted a charge on the Property to the extent of an aggregate amount of \$250,000 ("**D&O Charge**") as security for the indemnity provided in paragraph 28 of this Order. The D&O Charge shall have the priority set out in paragraphs 33-34 of this Order.

[30] **ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary:

- (a) No insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge; and
- (b) The Directors and Officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the Directors and Officers are entitled to be indemnified in accordance with paragraph 28 of this Order.

KERP

[31] **ORDERS** that the Key Employee Retention Plan ("**KERP**") described in the Motion and summarized in the table filed under seal as Exhibit R-15 to the Motion is hereby approved, and the Debtors are hereby authorized and empowered to perform their obligations set forth thereunder, including by making the payments in accordance with the terms set out therein.

[32] **DECLARES** that the KERP contains sensitive and confidential information and shall be sealed in the Court file in this proceeding and segregated from, and shall not form part of, the public record.

PRIORITIES AND GENERAL PROVISIONS RELATING TO THE CHARGES

[33] **ORDERS AND DECLARES** that the priority of the Interim Lender Charge, the Administration Charge, and the D&O Charge (collectively, the "**Charges**") as between them with respect to the Property to which they apply shall be as follows:

- (a) first, the Administration Charge;
- (b) second, the D&O Charge; and

(c) third, the Interim Lender Charge;

[34] **ORDERS AND DECLARES** that each of the Charges shall constitute a charge on the Property and that such Charges shall rank in priority to any and all other hypotecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "Encumbrances"), or trusts (statutory or otherwise) affecting the Property in favour of any person.

[35] **ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title, or interest filed, registered, published, recorded, or perfected subsequent to the Charges coming into existence.

[36] **ORDERS** that except as may be approved or ordered by this Court, the Debtors shall not grant any Encumbrances in or against any Property that rank in priority to, or *pari passu* with the Charges unless the Court orders same or the beneficiaries of the Charges consent in writing thereto.

[37] **ORDERS AND DECLARES** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order pursuant to the BIA or any bankruptcy order made pursuant to such an application;
- (c) the filing of any assignment for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statute; or
- (e) any negative covenants, prohibitions, or other similar provisions with respect to borrowings, incurring debt or the creation of the Encumbrances contained in any existing loan documents, lease, sublease, offer to lease or other agreement to which the Debtors are a party;

the Charges shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by any person, including any creditor of the Debtors, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable or reviewable transaction, under the BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

- [38] **ORDERS** that any of the Charges created by this Order over leases of real property in Canada shall only be a charge in the Debtors' interests in such real property leases.

GENERAL

- [39] **ORDERS** that the stay of proceedings contained in section 69.1 of the BIA shall not apply with respect to the Canadian Imperial Bank of Commerce.
- [40] **ORDERS** that Exhibit R-15 filed in support of the Motion be kept confidential and under seal until further order of this Court.
- [41] **ORDERS** that no person shall commence, proceed with or enforce any proceedings against the Proposal Trustee or any of the Directors and Officers, employees, legal counsel, or financial advisors of the Debtors or of the Proposal Trustee in relation to the business of the Debtors or any of its property, without first obtaining leave of this Court, upon five (5) business days' written notice to the Debtors' counsel, the Proposal Trustee and to all those referred to in this paragraph whom it is proposed be named in such proceedings.
- [42] **DECLARES** that the NOI, this Order, and any proceeding or affidavit leading to this Order shall not, in and of themselves, constitute a default or failure to comply by the Debtors under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or other written document or requirement.
- [43] **DECLARES** that this Order and its effects shall survive the filing by the Debtors of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard of the Debtors pursuant to the terms of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 or the bankruptcy of the Debtors, unless this Court orders otherwise.
- [44] **DECLARES** that, except as otherwise specified herein or in the BIA, the Debtors and the Proposal Trustee are at liberty to serve any application, motion, notice, proof of claim form, proxy, circular, disclaimer or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given addresses as last shown on the records of the Debtors and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if by ordinary mail.
- [45] **DECLARES** that, without limiting the generality of the preceding paragraph, the Debtors and any parties to these proceedings may serve any court materials in

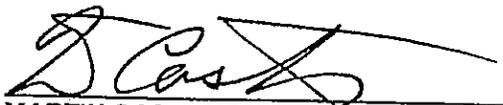
these proceedings on all represented parties electronically by emailing a PDF or other electronic copy of such materials to counsels' email addresses.

- [46] **DECLARES** that, except as otherwise specified herein or in the BIA, or ordered by this Court, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a response on the Debtors' counsel and the Proposal Trustee and has filed such response with this Court, or appears on the service list prepared by the Debtors, the Proposal Trustee or their counsel, save and except when an order is sought against a person not previously involved in these proceedings.
- [47] **DECLARES** that the Debtors or the Proposal Trustee may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order on notice only to each other.
- [48] **DECLARES** that the Debtors and the Proposal Trustee shall be entitled to seek leave to vary this Order upon such terms and such notice as this Court deems just.
- [49] **ORDERS** and **DECLARES** that any interested person may apply to this Court to vary or rescind this Order or seek other relief upon five (5) business days' notice to the Debtors, the Proposal Trustee and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- [50] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [51] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or elsewhere, to give effect to this Order and to assist, the Debtors, 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 Debtors and the Proposal Trustee, as an officer of this Court, to grant representative status to the Proposal Trustee in any foreign proceeding or to assist the Debtors, the Proposal Trustee and their respective agents in carrying out this Order.
- [52] **ORDERS** that each of the Debtors and the Proposal Trustee is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulator or administrative body, wherever located, for the recognition of the 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 of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside of Canada..

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

[54] **THE WHOLE** without costs.


MARTIN CASTONGUAY, J.S.C.

COPIE CERTIFIÉE CONFORME
AU DOCUMENT DÉTENU PAR LA COUR





SIGNIFIÉ LE
12/11/20
21951-1512
A signifier
Etude Paquette & Associés
Huissier de justice

COURT OF APPEAL
DISTRICT OF MONTREAL No 500-09- No première instance : 500-11-060355-217
L'AGENCE DU REVENU DU QUÉBEC APPELLANT
v.
CHRONOMÉTRIQ INC. RESPONDENT – Debtor/Petitioner
- and -
HEALTH MYSELF INNOVATIONS INC. RESPONDENT – Debtor/Petitioner
- and -
RICHTER ADVISORY GROUP INC. RESPONDENT – Proposal Trustee X
<u>NOTICE OF APPEAL</u> (Section 193 of the Bankruptcy and Insolvency Act and Section 352 of the Code of Civil of Procedure)
Me Daniel Cantin, avocat LARIVIÈRE MEUNIER Ligne directe : 418 652-5245 3800, rue de Marty, secteur 5-2-8 Québec (Québec) G1X 4A5 Téléphone: 418 652-6842 Sans frais: 1 888 830-8808, poste 418 652-5245 Télécopieur : 418 577-5327 Notification : Notif-Quebec@revenuquebec.ca N/Ref. : 1001-CQ-377200-21 BV-0720

Exhibit E

Pomelo Health Reported to Projected Period from Oct 18 to Nov 12, 2021 In CAD	From Oct 18, 2021 to Nov 12, 2021			Notes
	<i>Reported</i>	<i>Projected</i>	<i>Variance</i>	<i>1</i>
Cash Receipts	\$ 509,045	\$ 507,015	\$ 2,030	
Disbursements				
Payroll and Benefits	(558,221)	(583,865)	25,644	
Operating Expenses	(560,536)	(496,709)	(63,827)	
Restructuring Professionals	(364,969)	(349,418)	(15,552)	
Other Restructuring Costs	-	(25,000)	25,000	
DIP Fees and Expenses	-	-	-	
KERP	-	-	-	
FX	(399)	-	(399)	
	(1,484,124)	(1,454,991)	(29,133)	
Net Cash Flow	\$ (975,079)	\$ (947,976)	\$ (27,103)	
Opening Cash Balance	\$ 147,357	\$ 147,357	\$ -	
Net Cash Flow	(975,079)	(947,976)	(27,103)	
DIP Funding	715,000	800,619	(85,619)	
Ending Cash Balance	\$ (112,722)	\$ -	\$ (112,722)	
Opening DIP Balance	\$ -	\$ -	\$ -	
Amounts Drawn	715,000	800,619	85,619	
Ending DIP Balance	\$ 715,000	\$ 800,619	\$ 85,619	
Ending DIP Balance and Bank Balance	\$ (827,722)	\$ (800,619)	\$ (27,103)	2

Note 1: Projected Cash Flow reflects the Cash Flow presented to the Court on Oct. 27, 2021.

Note 2: CIBC's advances to the Debtors as part of the court approved DIP consist of overdraft facilities being used by the Debtors as well as DIP advances.

Exhibit F

Business Opportunity - Acquisition / Investment

Request for Binding Offers

Pomelo Health (Chronométriq Inc. & Health Myself Innovations Inc.)

Madam, Sir,

On October 26, 2021, Richter Advisory Group Inc. (“Richter” or the “Trustee”) was appointed under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (“BIA”) as proposal trustee in the matter of ChronoMétriq Inc. and Health Myself Innovations Inc. (collectively “Pomelo Health”). Pursuant to an order of the Superior Court of Québec, Richter is responsible, amongst other things, for conducting an accelerated formal sale and investment solicitation process for the operations/assets of Pomelo Health.

Pomelo Health

ChronoMétriq Inc. is the developer of a SaaS-based online healthcare appointment booking platform designed to improve the quality of the experience of care for patients. Its platform offers online appointment booking services, automated reminders and medical self-service terminal services, enabling healthcare professionals to reduce absenteeism, decrease their operating costs and find new patients.

Health Myself Innovations Inc. (“HMI”) was acquired by ChronoMétriq Inc. in the fiscal year ended June 30, 2020 and is a wholly owned subsidiary. HMI operates an online portal to enable patients and service providers to interact online and interacts with EMRs or electronic medical records.

The operations of both ChronoMétriq Inc. and HMI are integrated and marketed under the name of Pomelo Health.

Detailed information relating to Pomelo Health’s operations and assets will be made available, in a virtual data room, upon signature and receipt by Richter of the Confidentiality Agreement available at the following link:

- Teaser and Confidentiality Agreement
- Password: Pomel2021!

Offers must be submitted to Richter no later than 2:00 PM (EST) on November 15, 2021.

Any questions or requests pertaining to this business opportunity should be addressed by email to Baldeep Dhillon (BDhillon@richter.ca) or Julien Vincent (JVincent@richter.ca).

Regards

Richter Advisory Group Inc.
1981 McGill College, 11th floor
Montreal (Quebec) H3A 0G6

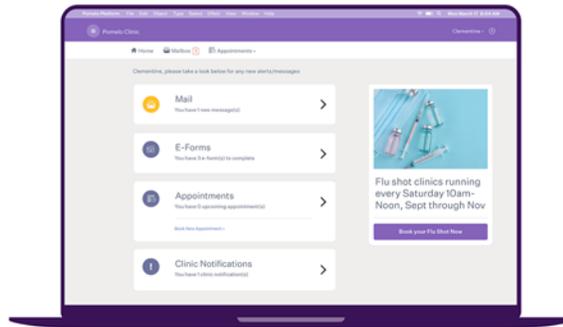
October 29, 2021

Exhibit G

Business Opportunity - Acquisition / Investment

PomeloHealth

ChronoMétriq Inc. and Health Myself Innovations Inc.



Request for Binding Offers

**To gain access to the dataroom, please return the attached
Confidentiality Agreement at the following address :
BDhillon@richter.ca or JVincent@richter.ca**

**Enquiries concerning this Request for Binding Offers
should be directed to:**

Richter Advisory Group Inc.

**Andrew Adessky
Partner
514.934.3513
aadessky@richter.ca**

BUSINESS OVERVIEW

- ChronoMétriq Inc., doing business as Pomelo Health, was founded in 2012 to provide healthcare management and patient engagement software for healthcare professionals. The company's platform of products improves clinic productivity, efficiency and communications with patients. The proprietary software is a complete patient portal that can be easily adapted for healthcare practices in any setting: from local family practices to provincial health authorities.
- Among other features, the software allows for online health care appointment booking, medical self-service, and automated reminders that help manage queues at clinics and hospitals.
- ChronoMétriq's customers are located in both Canada and the United States. These customers include 337 pharmacies in 11 provinces and territories and 12,000 paramedical professionals across Canada. ChronoMétriq Inc. also has a contract with the government of the Province of Québec that provides the company with access to all of the province's general practitioners. Additionally, ChronoMétriq has a contract with the Province of Newfoundland and Labrador for the official COVID-19 vaccination and flu shot booking system.
- ChronoMétriq through its various offerings serves over 1M patients.
- Health Myself Innovations Inc. ("HMI") is a wholly owned subsidiary of ChronoMétriq Inc.
- HMI has developed and operates an online portal called "The Health Myself Patient Portal", which is designed to provide a secure and convenient way for patients and health care providers to engage online. This portal extends the functionality of electronic medical records systems by providing online appointment management with automated reminders, as well as secure bi-directional messaging between patients and providers.
- In addition to HMI, ChronoMétriq Inc. also owns cMetric Inc. ("cMetric"), a U.S. company that has limited revenue.
- The operations of both ChronoMétriq Inc. and Health Myself Innovations Inc. are integrated and marketed under the name of Pomelo Health.
- Pomelo Health operates from its head office located in Montreal, Quebec, and has an office in Toronto.

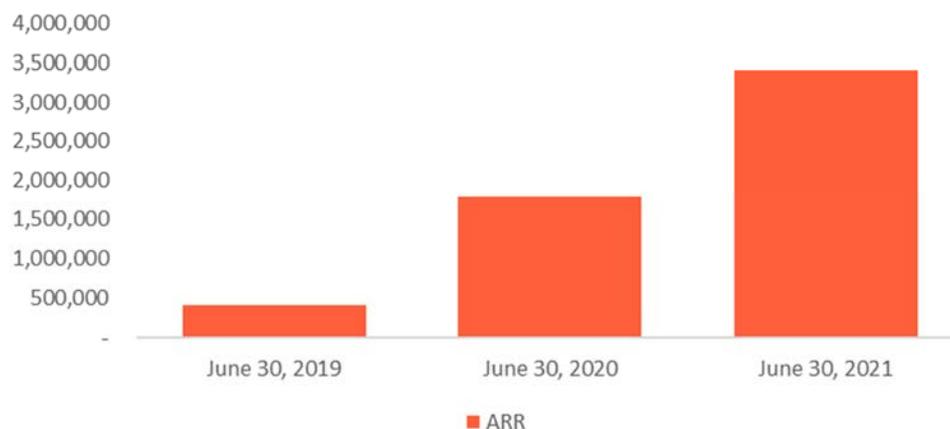
BUSINESS OPPORTUNITY

Pomelo Health presents an interesting acquisition / investment opportunity that could benefit interested parties through numerous potentially value adding attributes including:

- Serves a complete array of industries namely medical clinics, pharmacies, hospitals and governments with millions of patients having used its platform to get better access to care.
- A well-established healthcare patient and queue management SaaS business;
- Experienced operational and Management team;
- Unique, internally-developed platform used by health clinics across North America which is complementary to electronic medical record systems;
- Diverse portfolio serving medical clinics, pharmacies, hospitals, vaccination drives and governments;
- Strong customer retention as a result of automatic renewals options in place for most customer contracts;
- Opportunities to improve the profitability and capitalize on potential synergistic benefits;
- Strategically located head office in Montreal, an emerging tech hub in Canada; and
- Highly scalable platform model that could be used by other lines of business that require booking services and automated reminders.

FINANCIAL INFORMATION

Annual Recurring Revenues (in CAD)



Pomelo Health Annual Recurring Revenues (\$000's)	Actual		
	FY19 30-Jun-19	FY20 30-Jun-20	FY 21 30-Jun-21
Annual Recurring Revenues	411	1,785	3,403
YoY Growth	N/A	334%	91%

TRANSACTION PROCESS

- On October 26, 2021, Richter Advisory Group Inc. (“Richter” or the “Trustee”) was appointed under the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (“BIA”) as proposal trustee in the matter of ChronoMétriq Inc. and Health Myself Innovations Inc. (collectively “Pomelo Health”).
- Pursuant to an order of the Superior Court of Québec, Richter is responsible, amongst other, for conducting an accelerated formal sale and investment solicitation process for the operations/assets of Pomelo Health.
- Detailed information relating to Pomelo Health’s operations and assets will be made available, in a virtual data room, upon signature and receipt by Richter of the Confidentiality Agreement (attached hereto). All inquiries and any requests for additional information should be made directly to Richter.
- In view of the information contained in the data room, it is expected that all offers must be binding, not subject to further due diligence and should clearly demonstrate the offeror’s financial ability to conclude a transaction. Each offer will be subject to the terms and conditions set out in the data room.

**Offers must be submitted no later than 2:00 PM (EST) on November 15, 2021
at the office of**

Richter Advisory Group Inc.
Attention: Andrew Adessky, CPA, CA, CIRP, LIT
1981 McGill College, 12th Floor
Montréal, Québec H3A 0G6

Or by email at bidspomelo@richter.ca

- Any transaction will be subject to approval by the Court.
- ChronoMétriq Inc. and Health Myself Innovations Inc. reserve their right, in their sole discretion, to:
 - Suspend or modify the process for any reason, at any time;
 - Exclude any potential buyer from any further participation in the solicitation process;
 - Select the chosen potential buyer without any obligation to accept any offer; and
 - Reject any or all offers and shall have no obligation to disclose any reason therefor.

ABOUT RICHTER

Richter is a financial advisory services firm offering strategic and pragmatic support to its diverse base of clients. Richter is a well-established member of the Canadian business community since 1926. Our team is composed of more than 500 partners, specialists, high level professionals and administrative staff. In an increasingly complex global environment, our Firm offers a full range of financial advisory services and our delivery model supports a comprehensive and integrated approach in which our participation becomes a natural extension of each client.

Richter Advisory Group Inc. is a leader in the field of mergers, divestitures and acquisitions representing medium to large businesses who want to complete financial transactions for strategic and operational reasons. Richter has the expertise to conclude complex financial transactions in any context and enjoys a well-established track record for finding practical and effective solutions to business issues. Our team has been involved in some of Canada's most significant financial transactions.

CONFIDENTIALITY AND DISCLAIMER

This document has been prepared based on information provided by Pomelo Health and is intended to provide preliminary information to interested parties so that they may formulate the basis of their transaction intent. The information contained herein, along with any accompanying materials, is confidential and proprietary to Pomelo Health. Accordingly, the reader agrees to treat all information as strictly confidential and shall not disclose, either in part or in whole, to any party not directly involved in the investment and/or transaction process.

This document is not intended for general circulation or publication and cannot be reproduced in any form without the written permission of Pomelo Health and Richter Advisory Group Inc. This document does not constitute a prospectus, offering memorandum or public offering. No representations, warranties or guarantees are made or implied with regard to any of the contents hereof or any investment and/or transaction that may ultimately result.

Exhibit H

Private and Confidential

_____ 2021
(Month / Day)

Via E-mail

ChronoMétriq Inc.
Health Myself Innovations Inc.
100-1396 Saint-Patrick Street
Montréal Qc H3K 2C8

and

Richter Advisory Group Inc.
1981 McGill College, 11th floor
Montreal (Quebec) H3A 0G6

Re: Confidentiality Undertaking Letter (hereinafter the “Confidentiality Undertaking”)

Madam, Sir,

Richter Advisory Group Inc. (“Richter”), in its capacity as Trustee to the Notices of Intention to Make a Proposal of ChronoMétriq Inc. and Health Myself Innovations Inc. (hereinafter referred to as the “Companies”) and pursuant to an order from the Superior Court of Québec dated October 27, 2021, approving an accelerated formal sale and investment solicitation process (the “SISP”) and to a private mandate from the Companies to implement the SISP will be providing to the undersigned (the “Interested Party”) confidential information about the Companies (“Confidential Information”). This Confidential Information is being provided to us in order that we may determine our interest in a potential transaction involving the sale of the Companies’ assets (hereinafter referred to as the “Potential Transaction”).

WHEREAS:

- The Interested Party acknowledges that Confidential Information relating to the assets of the Companies will be transmitted to it within the context of the Potential Transaction. For purposes of this agreement, the definition of “Interested Party” shall be deemed to include any parent, subsidiary, affiliate of, or entity under common control with any entity constituting an Interested Party and shall also include the respective directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants and consultants, bankers, investment bankers, brokers or other potential financing sources, and financial advisors) of each Interested Party.
- The Companies wish to maintain the confidential nature of all information pertaining directly or indirectly to the Companies and/or the Potential Transaction, including the Confidential Information.

_____, 2021

Accordingly, the Interested Party agrees as follows:

1. The term "Confidential Information" shall mean any and all information and material (except as provided below) whether verbal, written or in any other form relating to the Companies, its business activities or the Potential Transaction, that has been or may hereafter be disclosed to the Interested Party by the Companies or to which the Interested Party will have access, including, without limitation, all financial information, contractual relationships or any other material relating to the Companies.
2. Despite the foregoing, Confidential Information shall exclude such information which:
 - a) is or becomes generally known by or available to the public through no unauthorized disclosure, but only after it has become generally available to the public;
 - b) was known by the Interested Party before the Interested Party learned it through the Companies, as evidenced by written documentation to that effect;
 - c) is revealed to the Interested Party by a party other than the Companies, who does so without violating any contractual or legal obligation; or
 - d) subject to Section 6 hereof, has been disclosed (and becomes publicly available) pursuant to a requirement of a government or regulatory agency or of a law through no voluntary action or inaction of the Interested Party.
3. The Confidential Information is confidential and proprietary to the Companies and may not be used, transmitted, displayed, copied or disclosed, directly or indirectly, except as expressly permitted by this Confidentiality Undertaking.
4. The Interested Party undertakes:
 - a) to keep the Confidential Information strictly confidential. Thus, unless it obtains the written consent of the Companies (which may only be requested through Richter), the Interested Party shall not disclose or reveal, in any manner whatsoever, the Confidential Information, in whole or in part, except as provided for in Section c) hereof;
 - b) not to use Confidential Information except for the purposes of the Potential Transaction and in compliance with the terms and conditions of this Confidentiality Undertaking;
 - c) not to disclose or reveal in any manner whatsoever the Confidential Information, in whole or in part, or authorize anyone to disclose it, other than to the authorized representatives of the Interested Party (collectively the "Representatives") who (i) are participating in the Potential Transaction, (ii) require access to the Confidential Information for the purpose of assisting the Interested Party in the Potential Transaction, and (iii) have been advised of the confidential character of the Confidential Information and the terms of this Confidentiality Undertaking and have expressly agreed in advance to be bound by the provisions of this Confidentiality Undertaking;

_____, 2021

- d) to use commercially reasonable precautions to prevent a third party from gaining access to, using or reproducing the Confidential Information in a manner not permitted by this Confidentiality Undertaking, including, without limitation, keeping all Confidential Information in safekeeping when not in use;
 - e) to refer any and all questions related to Confidential Information to Richter and refrain from entering into direct contact with any executive, director, officer, representative, employee, customer, supplier or distributor of the Companies or any company related thereto, in relation with the Potential Transaction, unless it obtains the prior written consent of the Companies.
 - f) to not solicit, directly or indirectly, nor retain the services of any executive, director, officer or employee of the Companies or any related company for a period of twenty-four (24) months following the end of the discussions related to the Potential Transaction, unless it obtains the prior written authorization of the Companies (which may only be requested through Richter) or it is retained as the successful offeror and the contemplated transaction is closed. Provided that, the foregoing provision will not prevent the Interested Party from (i) employing any such person who contacts the Interested Party on his or her own initiative or (ii) soliciting the employment of any person pursuant to a general advertisement or similar notice.
5. The Interested Party shall not use any Confidential Information for any purpose other than to evaluate and analyze the Potential Transaction. In no event shall the Interested Party or any one of its Representatives, use any Confidential Information to compete, directly or indirectly, with the Companies.
6. If the Interested Party is required or becomes compelled, pursuant to any law or regulation or order of any court or regulatory organization of competent jurisdiction having jurisdiction over the Interested Party or its Representatives to disclose any Confidential Information, the Interested Party shall promptly (in any event prior to complying with any such requirement) notify the Companies and Richter in writing of the same and shall cooperate fully with them or either of them in taking legally available steps to resist or limit the disclosure and to seek and obtain a protective order or other appropriate remedy. In any event, the Interested Party and its Representatives shall only furnish that part of the Confidential Information which it is legally required to disclose, based upon the advice of its counsel, and only after asserting, to the extent that it is able in the circumstances, the confidential and proprietary nature of such information.
7. The Interested Party, forthwith upon receiving a written request from the Companies or Richter, shall return all the written Confidential Information in all forms it would have received, including any copies. Any analyses, studies or other documents prepared by the Interested Party, based in whole or in part on the Confidential Information, shall be destroyed by the Interested Party upon receiving a written request from the Companies or Richter. A written certificate attesting the return of all written Confidential Information and the destruction of the analyses, studies or other documents prepared by the Interested Party, based in whole or in part on the Confidential Information shall be transmitted to the Companies and Richter promptly following such return and destruction, as the case may be, by a senior officer of the Interested Party who will have supervised the return and destruction or deletion of the documents or data in question.

_____, 2021

8. All Confidential Information shall remain the property of the Companies, and nothing in this Confidentiality Undertaking shall restrict the Companies from using, disclosing or disseminating Confidential Information in any way. The Interested Party recognizes and agrees that nothing contained in this Confidentiality Undertaking shall be construed as a grant of any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent right that has been issued or that may be issued, based on the Confidential Information.
9. The Interested Party understands that, in the event it fails to comply with the provisions of this Confidentiality Agreement, the Companies may suffer irreparable harm for which it may not be adequately compensated by monetary damages alone. The Interested Party agrees that, in the event of any breach or threatened breach of this Confidentiality Agreement, the Companies will be entitled to injunctive relief and/or any other legal remedies.
10. The Companies and Richter make no representations and give no guarantees or warranties as to the accuracy, reliability or completeness of Confidential Information transmitted to the Interested Party. The Interested Party acknowledges and agrees that it shall have no cause of action whatsoever against the Companies and Richter or their respective directors, officers, employees, agents, advisors, representatives or consultants if the Confidential Information is, or is alleged to be, in any way incomplete, inaccurate or otherwise defective.
11. The Interested Party acknowledges and agrees that it is responsible and shall be held liable for the default of any of its directors, officers, employees, agents, advisors, representatives or consultants to comply with any provision of this Confidentiality Undertaking.
12. The Interested Party's obligations with respect to Confidential Information under this Confidentiality Undertaking shall be in addition to any other obligations of the Interested Party with respect to Confidential Information under any other agreements, previously or hereinafter entered into by the Interested Party and the Companies.
13. No provision of this Confidentiality Undertaking may be modified, except by written instrument duly signed and acknowledged by an officer of the Companies and Richter.
14. If any clause of this Confidentiality Undertaking is nullified or ruled to be inoperative by a competent court, the other clauses of this Confidentiality Undertaking shall nonetheless remain in force.
15. This Confidentiality Undertaking shall become effective on the earlier of the date of release of Confidential Information to the Interested Party or upon its execution by the Interested Party, and shall remain in effect for as long as the parties are engaged in the discussions herein contemplated, it being hereby understood that all obligations of the Interested Party with respect to the use and protection of Confidential Information shall survive the termination of this agreement and shall remain in full force and effect for a period of twenty-four (24) months thereafter.
16. This Confidentiality Undertaking shall be governed and interpreted by the laws in force in the Province of Quebec, and the federal laws of Canada applicable therein, without regard to conflict of rules. The Interested Party hereby agrees that the courts of the Province of Quebec, jurisdiction of Montréal, have exclusive jurisdiction over any dispute arising from or related to the provisions of this Confidentiality Undertaking and does hereby attorn to the jurisdiction of such courts.

_____, 2021

17. This Confidentiality Undertaking is for the benefit of the Companies, its successors, representatives and assigns. It shall not be assigned or transferred by the Interested Party in whole or in part without the prior written consent of the Companies and Richter.
18. It is hereby confirmed that the undersigned has read and fully understands this agreement and has either received independent legal advice or voluntarily chosen not to receive independent legal advice, as the case may be, in connection with the implications of this Confidentiality Undertaking.
19. Any questions or requests pertaining to this Confidentiality Undertaking should be addressed by email to Baldeep Dhillon (BDhillon@richter.ca) or Julien Vincent (JVincent@richter.ca).

Yours very truly,

Interested Party

Per: _____
(Signature)

Name: _____

Title: _____

Email: _____

Exhibit I



Pomelo Health

Document Sharing

Document Sharing

0. Terms and Conditions

-  1 Terms and Conditions Final.pdf
-  2 RAPPEL-REMINDER.pdf

1. Company Overview

1. Management Presentation

-  1.1 1.1 Management Presentation.pdf

2. Org Chart

-  2.1 1.2.2 Corporative Org Chart.pdf
-  2.2 1.2.1 Org Chart.pdf

3. Teaser

-  3.1 1.3 Teaser - Pomelo Health.pdf

2. Product Overview

1. Product Demo Links

-  1.1 2.1 Video Product Demo.pdf

2. Marketing Materials

-  2.1 Q4 2021Website.pdf
-  2.2 Content - Blog samples.pdf
-  2.3 Broadcast feature (Webpage).pdf

2.1. Brand

-  2.1.1 _Pomelo - Brand Book [OFFICIAL].pdf

2.2. Sales collaterals

2.2.1. Pomelo Platform

-  2.2.1.1 PomeloSuiteBrochure-Pomelo-ROC-Essential.pdf
-  2.2.1.2 PomeloSuiteBrochure-Pomelo-ROC-Plus.pdf
-  2.2.1.3 PomeloSuiteBrochure-Pomelo-ROC-Premium.pdf
-  2.2.1.4 PriceList_ROC-EN-Implementation-Pomelo.pdf
-  2.2.1.5 PriceList_ROC-EN-WithoutImplementation-Pomelo.pdf

2.2.2. QC Hub

-  2.2.2.1 QCHub-OnePager-EN-Pomelo.pdf
-  2.2.2.2 QCHub-OnePager-FR-Pomelo.pdf
-  2.2.2.3 QCHub-OnePager-Medesync-EN.pdf
-  2.2.2.4 QCHub-PromoVid-Final.mp4

2.3. Partner Newsletters Samples

-  2.3.1 05May-Partner Newsletter CA_EN (5_21).pdf
-  2.3.2 05May-Partner Newsletter CA_FR (5_21).pdf
-  2.3.3 07July-Partner Newsletter EN_CA (7_21).pdf
-  2.3.4 07July-Pomelo Partner Newsletter FR_CA (7_21).pdf

2.4. Engagement Program - Ebook

-  2.4.1 Ebook Email 1 (post-download).pdf
-  2.4.2 Ebook Email 2A - (follow-up).pdf
-  2.4.3 Ebook Email 2B - _Cross sell_ checklist.pdf
-  2.4.4 Ebook Engagement Program Overview.png
-  2.4.5 eBook_ Patient Experience Impact Report.pdf

2.5. Engagement Program - Exer Urgent Care Case Study

-  2.5.1 Case Study - Pomelo x Exer [V2].pdf
-  2.5.2 Exer Case Study - Email 1.png
-  2.5.3 Exer Case Study - Email 2 (follow-up).png
-  2.5.4 Screen Shot 2021-11-10 at 10.42.56 AM.png

- 2.6. Email promotion - Flu Vaccination Campaign
 - 2.6.1. Existing Clients Schedule Upsell
 - 2.6.2. Nurture Campaign
 - 2.6.2.1 Email 1 - Flu Shot.pdf
 - 2.6.2.2 Email 2 - Flu Shot (Reminder).pdf
 - 2.6.2.3 Email 3 - Flu Shot (Breakup).pdf
 - 2.6.2.4 Flu Shot Engagement Program Overview.png

3. Contracts & Agreements

1. Contract Templates

1.1. Canada

1.1.1. English

- 1.1.1.1 CAN_MagicSeat_contract Template_ENGLISH_final.docx
- 1.1.1.2 Pomelo stand alone agreement_TEMPLATE.docx
- 1.1.1.3 Amendment_TEMPLATE_POMELO STANDALONE_ENG.docx

1.1.2. French

- 1.1.2.1 Avenant au contrat_changement de prix_ChronoSuite_FR.docx
- 1.1.2.2 Avenant_Chronosuite - upsell upgrade downgrade FR.docx
- 1.1.2.3 FR - Pomelo stand alone agreement_TEMPLATE.docx
- 1.1.2.4 MagicSeat_contract_FR-TEMPLATE_final.docx
- 1.1.2.5 NOUVEAU PRIX_Contrat_Chronometriq ChronoSuite_FR.docx
- 1.1.2.6 Amendment_TEMPLATE_POMELO STANDALONE_FR.docx

1.2. USA

- 1.2.1 1_CMETRIC_standalone Implementation agreement.docx
- 1.2.2 1_TEMPLATE_LOI_CMETRIC SOLUTIONS US.docx
- 1.2.3 1_US_MagicSeat_Agreement Template.docx
- 1.2.4 1_US_MagicSeat_Ambassador_contract Template.docx
- 1.2.5 2_US_CMETRIC_BAA_Template.docx
- 1.2.6 3_US MagicSeat_CMETRIC_Standard_BAA.docx
- 1.2.7 1_CMETRIC_Ambassador_integrated_Implementation agreement.docx
- 1.2.8 1_CMETRIC_Ambassador_standalone Implementation agreement.docx
- 1.2.9 1_CMETRIC_integrated_Implementation agreement.docx

2. Partnership Contracts

2.1. Telus

2.1.1. Chronometriq agreements

- 2.1.1.1 Amendment No.2 (TELUS Aug 30) signed.pdf
- 2.1.1.2 SIGNED Integration and Distribution Agreement_Chronometriq_20170321_Final.pdf
- 2.1.1.3 Amendment Agreement No1_Telus_Crhoneometriq_final signed TC BA.pdf
- 2.1.1.4 Amendment Agreement No2_Telus_Chronometriq_Data access grid_23082019.docx

2.1.1.1. KinLogix API connexion contract

- 2.1.1.1.1 Copie de Copie de Contrat Interface de programmation_ChronoMetriq_FINAL_.pdf

2.1.2. HealtMyself Agreements

- 2.1.2.1 2020_AMENDMENT 2 (CL May 4)_signed.pdf
- 2.1.2.2 Amendment Agreement No 5_HM_Patient Post_executed.pdf
- 2.1.2.3 AMENDMENT HMPP 20181031.pdf
- 2.1.2.4 AMENDMENT HMPP1 20181115_SMS.pdf
- 2.1.2.5 AMENDMENT HMPP2 20181115_ATL.pdf
- 2.1.2.6 Health Myself Amendment. Selfcheckin_MR_SIGNED.pdf
- 2.1.2.7 Amendment Agreement no 7 - Telus_Health Myself_Dec 29 2020 v6_CLEAN_Final_executed.pdf
- 2.1.2.8 20170726_CL_HM Partner Program Agreement Fully Signed.pdf
- 2.1.2.9 Amendment Agreement no 6- Telus_Pomelo Health_final version_executed.pdf

2.1.2.1. amendment 10_Walmart Magicseat Amendment

- 2.1.2.1.1 MAGIC SEAT STATEMENT OF WORK- - 05-19-21 final2.pdf
- 2.1.2.1.2 Amendment Agreement No.10 - MagicSeat for Walmart_May 18 2021_final_Executed.pdf

2.1.2.2. amendment 8_Walmart

- 1.3 2020-06-30 Chronometriq inc EFNA.pdf
 - 1.4 2020-06-30 ChronoMetriq Inc UFS.pdf
 - 1.5 2020-06-30 CMETRIC INC UFS.pdf
 - 2. Detailed Monthly FS and Trial balances
 - 2.1 5.2 Conso FS - June 2021.xlsx
 - 3. Tax Returns-Losses
 - 3.1 5.3.1 Chronometriq Tax Loss Carryforward 20211103.xlsx
 - 3.2 5.3.2 2020-06-30 Chronometriq T2 (1).pdf
 - 3.3 5.3.3 2020-06-26 Health MySelf Innovations Inc T2 (1).pdf
 - 4. Cashflow Analysis
 - 4.1 Cash Flow Analysis 20211109 (Historical vs. Projected).xlsx
 - 5. Proforma Gross Margin
 - 5.1 Pro Forma Gross Margin Analysis.xlsx
- 6. Fixed Assets & Intangibles
 - 1. List of trademarks, IP ownership
 - 1.1 6.1 IP Ownership.xlsx
 - 1.1. Trademarks
 - 1.1.1. Filing notices-CA-Pomelo-Pomelo Health
 - 1.1.1.1 04309005_15317053_1.PDF
 - 1.1.1.2 04309006_15317047_1.PDF
 - 1.1.1.3 04309008_15317055_1.PDF
 - 1.1.1.4 04309009_15317049_1.PDF
 - 1.1.2. Filing notices-US-Pomelo-Pomelo Health
 - 1.1.2.1 MM18Report POMELO HEALTH.pdf
 - 1.1.2.2 MM18Report POMELO.pdf
 - 1.1.3. Certificate of registrations - US -
 - 1.1.3.1 POMELO (WIPO).PDF
 - 1.1.3.2 POMELO HEALTH (WIPO).PDF
 - 1.1.4. Filing notices - CA - Pomelo Santé
 - 1.1.4.1 04425367_15862486_1.PDF
 - 1.1.4.2 04425370_15862488_1.PDF
 - 1.1.5. 05-Email to file for observation
 - 1.1.5.1 USPTO objections to trademark.pdf
 - 1.1.6. Filing notice - CA - Pomelo icon
 - 1.1.6.1 04516791_16292737_1.PDF
 - 1.1.6.2 04516798_16292738_1.PDF
 - 1.1.7. Filing notice - US - Pomelo icon
 - 1.1.7.1 Filing notice-US-Pomelo icon.pdf
 - 2. Fixed Assets
 - 2.1 6.2 Fixed Assets Summary.xlsx
- 7. Revenues and Customers
 - 1. Summary of Customers
 - 1.1 7.1 Summary of all customers-2021-10-21.xlsx
 - 2. Sales and Projected Sales
 - 2.1 7.2.1 Sales and Biz Dev Pipeline.xlsx
 - 2.2 7.2.2 Order Backlog (Monthly Recurring Licenses + Fees).xlsx
 - 2.3 7.2.3 Order Backlog (Monthly Recurring Licenses only).xlsx
 - 2.4 7.2.4 Canada Medical excl QC Hub .xlsx
 - 2.5 7.2.5 Canada Pharmacy.xlsx
 - 2.6 7.2.6 Canada Allied Care.xlsx
 - 3. ARR
 - 3.1 7.3.1 ARR_Revised Presentation.xlsx

- 4. Accounts Receivable
 - 4.1 7.4.1 AR Listing.xlsx
- 5. Key Partner Contracts
 - 5.1 7.5.1Key Partner Contracts.pdf
- 8. Other
 - 1. Leases
 - 1.1 9.1.1 20171005 - Lease Agreement - Chronometriq & Yellowbead - 1396 St-patrick.pdf
 - 1.2 9.1.2 20200201 - Lease Extension - Chronometriq & Yellowbead - 1396 St-Patrick.pdf
 - 2. Insurance
 - 2.1 Absolute Professional Liability Exclusion.pdf
 - 2.2 D & O 2021 cover page.pdf
 - 2.3 D & O Coverage Section_20200201.pdf
 - 2.4 Employment Practices Liability_20200201.pdf
 - 2.5 General Terms & Conditions_20200301.pdf
 - 2.6 Major Shareholder Exclusion.pdf
 - 2.7 Pollution Exclusion.pdf
 - 2.8 2021 CPAK coverage Chronometriq Pomelo.pdf
 - 2.9 2021 USA CPAK chronometriq Pomelo.pdf

Exhibit J

**TERMS AND CONDITIONS OF THE
REQUEST FOR BINDING OFFERS****Terms and Conditions**

In accordance with an order of the Superior Court of Québec dated October 27, 2021, Richter Advisory Group Inc. in its capacity as Trustee (“**Richter**” or the “**Trustee**”) to the Notices of Intention to Make a Proposal filed by ChronoMétriq Inc. and Health Myself Innovations Inc. (collectively the “**Companies**”) is initiating an accelerated sale and investment solicitation process requesting binding offers (the “**Request for Binding Offers**”) for the purchase of the assets and business activities and/or for an investment in the Companies.

The Request for Binding Offers and the resulting sale and investment solicitation process are governed by the terms and conditions set forth herein (the “**Terms and Conditions**”) and by the terms set forth in the document entitled Confidentiality Undertaking Letter entered into by the bidder (the “**Confidentiality Agreement**”).

1. **Incorporation of the Request for Binding Offers.** The content of the Request for Binding Offers, of the Confidentiality Agreement and the defined terms therein are an integral part of these Terms and Conditions.
2. **Seller.** The seller is ChronoMétriq Inc. and Health Myself Innovations Inc.
3. **The Assets.** The Assets consist of all of the rights, title and interest of the Companies in their assets (including for greater certainty its contracts) and/or the business of the Companies, as described in the Request for Binding Offers. Bids can be submitted for any or all of the Assets. Information on the assets offered for sale has been made available to the Qualified Bidders in the Virtual Data Room (as defined below).
4. **Excluded Assets.** To be identified by the bidder, if any.
5. **Qualified Bidder:** Only Qualified Bids (as defined hereinafter) from bidders who have provided to the Trustee’s entire satisfaction (each a “**Qualified Bidder**”), an executed copy of (i) the Confidentiality Agreement and of (ii) the Terms and Conditions shall be considered.
6. **Due Diligence.** Upon signature of the Confidentiality Agreement and request made by the Qualified Bidder to Richter, the Qualified Bidder was granted access to a virtual online data room (the “**Virtual Data Room**”) providing information in respect to the Assets with a view to allow the Qualified Bidder to complete its due diligence prior to submitting a bid, the whole subject to and in accordance with the Confidentiality Agreement.
7. **Qualified Bid.** Only bids that meet the following conditions (“**Qualified Bid**”) may be considered:
 - (a) It is submitted by a Qualified Bidder;
 - (b) It is submitted by the Bid Deadline (as defined hereinafter);
 - (c) It pertains to the acquisition of the Assets, or some of them, exclusively, or to an investment in the Companies;
 - (d) It indicates who the purchasing entity for the Assets (or any part thereof) shall be, the purchase price offered and a separate allocation for each of the Assets or an undertaking to provide such allocation at

**TERMS AND CONDITIONS OF THE
REQUEST FOR BINDING OFFERS**

the request of the Companies or the Trustee (the aggregate purchase price for the Assets or the aggregate investment amount being referred to as the “**Purchase Price**”);

- (e) It is accompanied by satisfactory evidence of the Qualified Bidder’s ability to consummate the Contemplated Transaction (as defined hereinafter), which allows for the assessment of the Qualified Bidder’s financial and other capabilities to complete the Contemplated Transaction (as defined hereinafter);
- (f) It is not conditional upon the outcome of unperformed due diligence and/or obtaining financing, or clearly identifies the specific steps and timing in order to meet such conditions as the case may be;
- (g) It is conditional upon the issuance of a final order from the Court (the “**Order**”):
 - (i) Authorizing the Companies to enter into the Contemplated Transaction (as defined hereinafter); and
 - (ii) Transferring and vesting the Assets to the Retained Bidder (as defined hereinafter) free and clear of any hypothecs, priorities and other charges and/or approving a transaction, proposal or a plan of arrangement providing for the Contemplated Transaction;
- (h) It is accompanied by an undertaking to remit a deposit in an amount of no less than 10% of the Purchase Price in the form of a certified cheque, irrevocable wire transfer or bank draft payable by a bank standby letter of credit to its order payable on sight (the “**Deposit**”) upon confirmation of the acceptance of its Qualified Bid, in conformity with paragraph 11 hereunder;
- (i) It provides for a closing of the Contemplated Transaction (as defined hereinafter) by no later than **November 30, 2021**, or another date considered acceptable by the Companies in consultation with the Trustee (the “**Closing Date**”);
- (j) It provides for the following acknowledgement and representations from the Qualified Bidder:
 - (i) The Qualified Bidder has had the opportunity to conduct any and all due diligence regarding the Assets prior to submitting its bid;
 - (ii) The Qualified Bidder acknowledges and recognizes that the Contemplated Transaction (as defined hereinafter), shall be made on an “**as is where is**” basis, at its own risks and perils, without any representations or warranties of any nature whatsoever, implicit or explicit, legal or conventional, statutory or otherwise, with respect to the Assets;
 - (iii) The Qualified Bidder has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in submitting its bid;
 - (iv) The Qualified Bidder did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Companies and the Assets or the completeness of any information provided in connection therewith; and

**TERMS AND CONDITIONS OF THE
REQUEST FOR BINDING OFFERS**

(k) It is accompanied by other information reasonably requested by the Trustee, as the case may be.

8. **Bid Deadline.** Qualified Bids must be received either in a sealed envelope at Richter’s offices or by email at bidspomelo@richter.ca at the latest by **2:00 PM (Montreal Time) on November 15, 2021** (the “**Bid Deadline**”). The sealed envelope must clearly be marked “**Bid – Pomelo Health**”.
9. **Opening of Qualified Bids.** Qualified Bids will be opened forthwith at Richter’s offices upon expiry of the Bid Deadline in the presence of representatives of the Companies and no bidder shall be allowed to be present at the opening of bids.
10. **Withdrawal of a Qualified Bid.** All Qualified Bids submitted constitute a firm offer and cannot be revoked unless a written notice of withdrawal of the Qualified Bid is received by Richter prior to the expiry of the Bid Deadline.
11. **Retained Bidder and Contemplated Transaction.** The Companies shall determine which of the Qualified Bids, if any, is acceptable. That being said, the Companies may elect to reject any or all Qualified Bids, and nothing herein shall be construed as an obligation from the Companies to accept any of the Qualified Bids. All Qualified Bids shall be opened for acceptance until November 22, 2021:
 - (a) In the event that a Qualified Bid is accepted by the Companies, the Qualified Bidder shall receive a notice of acceptance from the Companies (the “**Notice of Acceptance**”), confirming that the Companies agree to complete the transaction contemplated pursuant thereto (each a “**Contemplated Transaction**”) with the Qualified Bidder (each a “**Retained Bidder**”), the whole subject to the issuance of the Order (each a “**Retained Bid**”);
 - (b) Within two (2) business days from the receipt of the Notice of Acceptance, the Retained Bidder shall remit the Deposit to the Trustee; and
 - (c) In the event that a Qualified Bid is rejected, the Qualified Bidder shall receive a notice of dismissal from the Companies and the Companies will be deemed to have instructed Richter to return the Deposit (without the interest accrued thereon, as the case may be);
12. **Definitive Agreements.** Following receipt of a Notice of Acceptance, the Retained Bidder and the Companies undertake to negotiate in good faith to finalize the definitive agreements and ancillary documents necessary to proceed to the Contemplated Transaction (the “**Definitive Documents**”).
13. **Motion to the Court.** The Motion seeking issuance of the Order shall not be filed with the Court record prior to the Definitive Documents being in final form and other accepted preliminary conditions having been met, as confirmed in writing by the Companies and the Retained Bidder.
14. **Closing.** The closing of the Contemplated Transaction(s) shall occur by no later than the Closing Date.
15. **Liability for Taxes.** All applicable duties and taxes that may be payable as a result of or in connection with the Contemplated Transaction shall be paid by the Retained Bidder over and above the Purchase Price.
16. **Representation and Warranties.** Any Contemplated Transaction shall be completed on an “**as is, where is**” basis, without any representations or warranties of any nature whatsoever, implicit or explicit, legal or

**TERMS AND CONDITIONS OF THE
REQUEST FOR BINDING OFFERS**

conventional, statutory or otherwise, with respect to the Assets, including any implied warranties of merchantability or fitness for a particular purpose or environmental compliance, as well as any warranty as to the description, quality, condition, value, marketability, assignment, fitness for use, boundary lines, area, title or otherwise. The Retained Bidder recognizes and acknowledges that it shall be completing the Contemplated Transaction at its own risk and peril. By submitting a bid, any bidder shall be deemed to have acknowledged that the Companies are not professional sellers.

17. **Possession.** At the Closing Date, the Retained Bidder shall take possession of the Assets on an “**as is, where is**” basis, at its own cost, without any liability on the part of the Companies and/or Richter. The Retained Bidder shall indemnify and hold harmless the Companies and/or Richter, as the case may be, against any and all claims in connection with damages caused to the premises where the Assets are located as a result of the taking in possession of the Assets subject to the Contemplated Transaction by the Retained Bidder.
18. **Title.** Title to the Assets subject to the Contemplated Transaction shall not pass to the Retained Bidder nor shall the Retained Bidder be entitled to possession of the Assets until the Closing Date.
19. **Default of a Qualified Bidder.** In the event a Qualified Bidder fails to comply with any of its obligations or undertakings described herein, in the Confidentiality Agreement and/or in its Qualified Bid, it shall indemnify the Companies and/or Richter, as the case may be, for damages incurred as a result of such default.
20. **Default of the Retained Bidder.** In the event that the Retained Bidder fails to complete the Contemplated Transaction, or breaches in any way the present Terms and Conditions and/or the Confidentiality Agreement:
 - (a) The Retained Bidder shall be deemed to have waived any rights and interest it may have in the Deposit and to have instructed Richter to remit the Deposit to the Companies; and
 - (b) The Companies shall be entitled to claim damages against the Retained Bidder in the event that the Deposit is insufficient to cover for the damages suffered in connection thereto.
21. **Assignment of Rights.** Neither a Qualified Bidder nor a Retained Bidder shall transfer or assign any of its rights and/or interests in and to the Qualified Bid and/or the Retained Bid to any third party, except with the explicit written consent from the Companies with notification to the Trustee. In the event that such consent is given by the Companies with notification to the Trustee, the Qualified Bidder, the Retained Bidder and the designated assignee shall be solidarily liable for the obligations of the Qualified Bidder and/or the Retained Bidder under the Qualified Bid and/or the Retained Bid.

**TERMS AND CONDITIONS OF THE
REQUEST FOR BINDING OFFERS**

22. **Notice.** All communications (including, without limitation, all notices, acceptances, consents and approvals) provided for or permitted hereunder (a “**Notice**”) shall be in writing, sent by personal delivery, courier or sent by facsimile or electronic transmission at the following coordinates:

To the Qualified Bidder: at the coordinates indicated in the Qualified Bid.

To Richter: Andrew Adessky, Partner
Richter Advisory Group Inc.
514.934.3513
aadessky@richter.ca

With a copy to: Me Hugo Babos-Marchand
McCarthy Tétrault LLP
514.397.4156
hbmarchand@mccarthy.ca

To the Companies: James Feldkamp, CEO
ChronoMétric Inc. & Health Myself Innovations Inc.
438-869-6167
james.feldkamp@pomelohealth.io

With a copy to: Me. Michel Laroche
Miller Thomson LLP
514.871.5337
mlaroche@millerthomson.com

A Notice is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day (as defined hereinafter) and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if sent by email or other similar form of communication, be deemed to have been given and received on the Business Day following the day it was so sent. A party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the party at its changed address. Any element of a party’s address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

For the purposes of these Terms and Conditions, “**Business Day**” means any day, other than (i) a Saturday, Sunday or statutory holiday in the Province of Quebec and (ii) a day on which banks are generally closed in the Province of Quebec.

**TERMS AND CONDITIONS OF THE
REQUEST FOR BINDING OFFERS**

- 23. **Applicable Law.** The Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein, and the Parties attorn to the exclusive jurisdiction of the courts of the Province of Quebec with respect to any legal proceedings or remedies related directly or indirectly to the Agreement.
- 24. **Delays.** In the event that any delay provided for herein expires on a day other than a Business Day, the delay will be extended to the next Business Day. Time is of the essence of the transactions envisaged by these Terms and Conditions.
- 25. **Right to Waive or Vary Conditions.** Conditions set forth herein are at the sole benefit of the Companies and the Companies reserve their right to waive or vary any or all of the conditions provided herein.

READ AND APPROVED BY:

NAME OF BIDDER: _____

_____ Date

Per: _____
(duly authorized as he (she) so declares)

Name: _____

Title: _____

Court No.: 500-11-060355-217
Estate No.: 41-2777077

Exhibit K

FILED UNDER SEAL

Court No.: 500-11-060355-217
Estate No.: 41-2777077

Exhibit L

FILED UNDER SEAL

Court No.: 500-11-060355-217
Estate No.: 41-2777077

Exhibit M

FILED UNDER SEAL

Exhibit N

ChronoMetriq Inc. & Health Myself Innovations Inc.**Statement of Projected Cash Flow**

For the period starting Nov 13 to Dec 7, 2021

Week Ending

(in \$000's)

	Note	1 19-Nov-21 (7 days)	2 26-Nov-21 (7 days)	3 03-Dec-21 (7 days)	4 07-Dec-21 (4 days)	Total (25 days)
Projected Cash Receipts		\$ 56	\$ 7	\$ 7	\$ -	\$ 71
Purchase Price	1	-	-	-	-	-
DIP Funding		35	850	-	-	885
Cash Receipts		91	857	7	-	956
Projected Disbursements						
Payroll		-	(22)	(229)	(17)	(268)
Operating Expenses		(56)	(116)	(96)	-	(268)
Restructuring Professional Fees		(65)	(225)	(225)	-	(515)
DIP Fees		-	(16)	(109)	-	(125)
KERP		-	(220)	-	-	(220)
		(122)	(598)	(658)	(17)	(1,395)
Net Projected Cash Flow		\$ (31)	\$ 259	\$ (651)	\$ (17)	\$ (439)
Opening Cash Balance		\$ (113)	\$ (143)	\$ 116	\$ (535)	\$ (113)
Net Projected Cash Flow		(31)	259	(651)	(17)	(439)
Ending Cash Balance		\$ (143)	\$ 116	\$ (535)	\$ (552)	\$ (552)
Projected DIP Loan Balance		\$ 750	\$ 1,600	\$ 1,600	\$ 1,600	

Note 1: The purchase price is filed under seal. However, the purchase price, combined with the DIP financing and pre-closing receivables collections will be sufficient to cover the projected disbursements in the extension period.

Exhibit R-2

**SUPERIOR COURT
(Commercial Division)**

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
NO.: 500-11-060355-217
ESTATE NO.: 41-2777077
ESTATE NO.: 41-2777094**

In the Matter of the Notice of Intention to Make a Proposal of:

CHRONOMÉTRIQU INC.

Debtor/Petitioner

- and -

HEALTH MYSELF INNOVATIONS INC.

Debtor/Petitioner

- and -

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

- and -

TELUS HEALTH SOLUTIONS INC.

Mises-en-Cause

- and -

RICHTER ADVISORY GROUP INC.

Proposal Trustee

**APPLICATION FOR THE ISSUANCE OF AN EXTENSION, APPROVAL, VESTING AND
ASSIGNMENT ORDER**

(Sections 50.4(9), 65.13, 84.1 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended)

TO ONE OF THE HONOURABLE JUDGES OR TO THE REGISTRAR OF THE SUPERIOR COURT, SITTING IN THE COMMERCIAL DIVISION FOR THE DISTRICT OF MONTRÉAL, THE DEBTORS/PETITIONERS RESPECTFULLY SUBMIT:

I. INTRODUCTION

1. Pursuant to the present *Application for the Issuance of an Extension, Approval, Vesting, and Assignment Order* (“**Application**”), ChronoMétriqu Inc. and Health Myself Innovations

Inc. (together, the “**Debtors**” or the “**Sellers**”) seek an order, substantially in the form of the proposed order attached as **Exhibit R-1 (“Approval and Vesting Order”)**: (i) authorizing the Debtors to execute an asset purchase agreement, dated November 23, 2021 (“**APA**”) between the Debtors, as vendors, and TELUS Health Solutions Inc., as purchaser (“**Purchaser**”), for the sale of the Purchased Assets (as defined below) (“**Transaction**”); (ii) approving the Transaction; and (iii) extending the stay of proceedings and the time to file a proposal up to and including December 7, 2021.

II. **BACKGROUND**

2. ChronoMétriq Inc., doing business as Pomelo Health, was founded in 2012 to provide healthcare management and patient engagement software for healthcare professionals. The company’s platform of products improves clinic productivity, efficiency, and communications with patients.
3. Health Myself Innovations Inc. (“**HMI**”) is a wholly owned subsidiary of ChronoMétriq Inc. HMI has developed and operates an online portal called “The Health Myself Patient Portal”, which is designed to provide a secure and convenient way for patients and health care providers to engage online.
4. On October 26, 2021, the Debtors each filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to the relevant provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (“**BIA**”) and named Richter Advisory Group Inc. (“**Richter**”) as proposal trustee (“**Proposal Trustee**”).
5. This urgent insolvency filing was precipitated by an acute liquidity crisis following several years of mismanagement and recently discovered significant and growing financial losses. A more complete description of these reasons are outlined in the Debtors’ *Motion for the Issuance of an Order Authorizing and Approving Interim Financing, a Sale and Investment Solicitation Process, an Administrative Charge, a Directors and Officers Charge, a Key Employee Retention Program, Procedural Consolidation of the Estates, and Other Relief*, which was served on October 27, 2021.
6. On October 27, 2021, this Court granted an order (“**Initial Order**”):
 - a. approving an interim financing facility and an interim lender’s charge;
 - b. approving a sale and investment solicitation process for the Debtors’ assets (“**SISP**”);
 - c. approving an administration charge and a directors’ and officers’ charge;
 - d. approving a key employee retention plan; and
 - e. procedurally consolidated the Debtors’ bankruptcy estates.
7. The Attorney General of Canada has appealed the Initial Order on the basis that the Court cannot grant super priority charges that rank ahead of the Crown’s deemed trust. The appeal remains pending.

III. SISP

8. Since the Initial Order was granted, the Proposal Trustee has conducted the SISP in accordance with the Initial Order.

9. The following table describes the SISP milestones:

Milestone	Deadline
Creation of virtual data room and identification of potential interested parties	October 25 to November 2, 2021
Issuance of teaser and confidentiality agreement to potentially interested parties	November 3, 2021, or earlier
Due date for bids	November 15, 2021
Selection of successful bidder (including auction if necessary), negotiation of contract and completion of transaction including court approval	November 30, 2021

10. The Proposal Trustee identified 260 strategic buyers ("**Potential Purchasers**") that might have an interest in purchasing the Debtors' assets and business ("**Opportunity**").

11. On October 29, 2021, the Proposal Trustee sent a solicitation letter to the Potential Purchasers to advise them of the Opportunity. The letter provided the Potential Purchasers with access to a cloud containing a teaser describing the Opportunity and a non-disclosure agreement ("**NDA**").

12. Twenty-five Potential Purchasers executed an NDA and were granted access to a virtual data room on November 2, 2021. The virtual data room contained all relevant information to assess the Opportunity. This information included a presentation from the Debtors' management team on future opportunities for Pomelo Health, the terms and conditions of the request for binding offers, and other relevant information.

13. In addition to the virtual data room, the Proposal Trustee and the Debtors' management team held numerous meetings with interested parties to both provide and respond to requests for additional information.

14. On November 15, 2021, the Proposal Trustee received three offers from Potential Purchasers ("**Offerors**"). The Debtors, in consultation with the Proposal Trustee, determined that none of these offers were acceptable.

15. Thereafter, the Offerors were provided an opportunity to submit revised offers to the Proposal Trustee by November 16, 2021 at 5:00 pm. (Montréal time) ("**Revised Deadline**").

16. All three Offerors submitted revised offers by the Revised Deadline.

17. After carefully reviewing and comparing the revised offers, the Debtors determined, in consultation with the Proposal Trustee, that the offer from the Purchaser was the most advantageous because, among other things, it maximizes recoveries for the Debtors' stakeholders.

IV. THE PROPOSED TRANSACTION

18. The terms of the Transaction are set out in a copy of the APA communicated herewith as **Exhibit R-2**.
19. Unless otherwise defined herein, all capitalized terms in this section have the meaning ascribed thereto in the APA.
20. The APA provides for the purchase, on an “as is, where is” basis, of all of the rights, title and interest of the Sellers in, among other things, Intellectual Property, Assumed Contracts, insurance policies, goodwill, customer information, websites, and computer software licenses by way of an order substantially in the form of the Approval and Vesting Order.
21. Further, pursuant to the APA, the Sellers’ rights, title and interest in those contracts listed in Schedule C to the Approval and Vesting Order will be assigned to the Purchaser.
22. The APA also contemplates that the Purchaser will offer employment to 42 Identified Employees (as this term is defined in the APA) prior to closing of the Transaction.
23. The purchase price for the Purchased Assets (the “**Purchase Price**”) will be satisfied by the Purchaser by cash, the assumption of the Assumed Liabilities, payment of Cure Costs, and payment of Pre-Closing Transferred Employee Wage and Vacation Liabilities.
24. It is a condition of the APA that the Debtors obtain the Approval and Vesting Order.

V. TRANSACTION SHOULD BE APPROVED

25. In the present circumstances, the Transaction represents the best option available for the Debtors’ stakeholders resulting from the SISP.
26. The SISP was conducted in a fair and reasonable manner pursuant to the Initial Order. The Proposal Trustee thoroughly canvassed the market for available options.
27. The APA represents the best price realizable for the Purchased Assets in the circumstances.
28. The APA also provides for the continued employment of 42 of the Debtors’ employees.
29. The Debtors do not have sufficient liquidity to continue to operate their business as a going concern. If the Transaction and APA are approved, the Debtors anticipate ceasing operations after the closing of the Transaction and making assignments in bankruptcy.
30. The Proposal Trustee is of the view that the contemplated Transaction, and the conclusions herein, provide the greatest benefit to the Debtors’ stakeholders, the whole as appears from the Proposal Trustee’s report (the “**Report**”) to be filed on or about the date hereof.
31. Accordingly, the Debtors respectfully submit that the Transaction should be approved.

VI. STAY PERIOD SHOULD BE EXTENDED

32. The stay period provided by the NOI filing ("**Stay Period**") currently expires on November 25, 2021. The Debtors are requesting an extension of this time period to December 7, 2021.
33. Pursuant to the APA, the Transaction is scheduled to close on November 29, 2021.
34. The objective of this NOI proceeding is to allow the Debtors to maximize the value of their business for their stakeholders. Accordingly, an extension of the Stay Period to December 7, 2021, will further this objective by enabling the Debtors to close the Transaction.
35. No creditor of the Debtors will be materially prejudiced if the Debtors' request for an extension of the Stay Period is granted. To the contrary, the Debtors' stakeholders will benefit from the continuation of the NOI proceedings so that the Transaction may close.
36. The Debtors have acted, are acting, and will continue to act in good faith and with due diligence.
37. The Debtors' cash flows are sufficient to continue operations up to and including December 7, 2021, as will appear from the Report.

VII. SEALING

38. In order to protect the Debtors' ability to negotiate with other parties in the event that the Transaction does not close as intended, the Debtors are requesting that the Purchase Agreement, the summary of offers received by the Proposal Trustee attached as Exhibit "K" to the Report, to be filed, the summary of revised offers received by the Proposal Trustee attached as Exhibit "L" to the Report, and the contract attached as Exhibit "M" to the Report, be sealed.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the Application;

RENDER the order substantially in the form of the draft Order filed in support of the Application as Exhibit R-1.

WITHOUT COSTS, save and except in case of contestation.

MONTREAL, November 23, 2021

MILLER THOMSON LLP

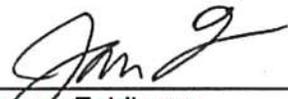
MILLER THOMSON LLP
Lawyers for the Debtors
ChronoMétriq Inc. and Health Myself Innovations
Inc.

SWORN STATEMENT

I, the undersigned, James Feldkamp, having my principal place of business at 100-1396 Saint-Patrick Street, in the city of Montréal, Province of Québec, solemnly declare the following:

1. I am Chief Executive Officer of ChronoMétriq Inc.
2. I have taken cognizance of the attached *Application for the Issuance of an Extension, Approval, Vesting and Assignment Order* ("**Application**").
3. All the facts alleged in the Application of which I have personal knowledge are true.
3. Where I have obtained facts alleged in the Application from others, I believe them to be true.

AND I HAVE SIGNED



James Feldkamp

Solemnly declared before me at Montréal, Québec
on the 23rd day of November 2021



Commissioner for Oaths
for the Province of Québec



NOTICE OF PRESENTATION

TO: **SERVICE LIST**

1. PRESENTATION OF THE PROCEEDING

TAKE NOTE that the *Application for the Issuance of an Extension, Approval, Vesting and Assignment Order* will be presented in the Commercial Practice Division of the Superior Court, in Courtroom 16.10 of the Montreal courthouse during the virtual calling of the roll on **November 25, 2021 at 8:45 a.m.**, or as soon as counsel may be heard.

2. HOW TO JOIN THE VIRTUAL CALLING OF THE ROLL IN PRACTICE DIVISION

The contact information to join the calling of the roll of room 16.10 is as follows:

a) using Teams: click on the link available on the following website

https://coursuperieureduquebec.ca/fileadmin/cour-superieure/Audiences_virtuelles_Montreal/Montreal_Codes_Teams_CS_Chambres_commerciale_civile_et_de_la_famille.pdf

You must then enter your name and click “Join Now”. To facilitate the process and the identification of participants, we ask that you enter your name in the following manner:

Attorneys: Mtre Name, Surname (name of party represented)

Trustees: Name, Surname (trustee)

Superintendent: Name, Surname (superintendent)

Parties not represented by an attorney: Name, Surname (specify: plaintiff, defendant, applicant, respondent, creditor, opposing party, or other)

Persons attending a public hearing may simply indicate “public”

b) by telephone:

Canada, Quebec (Charges will apply): +1 581-319-2194

Canada (Toll free): (833) 450-1741 Conference ID: 820 742 874#

c) by videoconference: teams@teams.justice.gouv.qc.ca

VTC Conference ID: 11973653703

d) in person: if and only if you do not have access to one of the above-mentioned technological means. You may then go to room 16.10 of the Montreal Courthouse, located at:

1 Notre-Dame St. East, Montreal, Quebec

3. FAILURE TO PARTICIPATE IN THE VIRTUAL CALLING OF THE ROLL

TAKE NOTE that if you wish to contest the proceeding, you must inform in writing the party that initiated the proceeding at the contact information indicated in this notice of presentation at least 48 hours before the date of presentation of the proceeding and participate in the virtual calling of the roll. Otherwise, a judgment may be rendered against you during the presentation of the proceeding, without further notice or delay.

4. OBLIGATIONS

4.1 Duty of cooperation

TAKE NOTE that you are duty-bound to co-operate and, in particular, to keep one another informed at all times of the facts and particulars conducive to a fair debate and to make sure that relevant evidence is preserved (Code of Civil Procedure, art. 20).

4.2 Dispute prevention and resolution processes

TAKE NOTE that before referring your dispute to the Court, you must consider private dispute prevention and resolution processes, which consist of negotiation between the parties as well as mediation and arbitration, in which the parties call on a third person to assist them (Code of Civil Procedure, art. 2).

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, this November 23, 2021

(s) Miller Thomson LLP

MILLER THOMSON LLP
Lawyers for Debtors

EXHIBIT R-1

**SUPERIOR COURT
(Commercial Division)**

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: 500-11-060355-217

DATE: November 25, 2021

PRESIDING:

***IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL UNDER
THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, C B-3 OF:***

CHRONOMÉTRIQ INC.
and
HEALTH MYSELF INNOVATIONS INC.
Debtors / Petitioners

and
RICHTER ADVISORY GROUP INC.
Trustee

and
TELUS HEALTH SOLUTIONS INC.
Mise-en-cause

EXTENSION, APPROVAL, VESTING AND ASSIGNMENT ORDER

- [1] **CONSIDERING** the *Application for the Issuance of an Extension, Approval, Vesting, and Assignment Order* (the “**Application**”), the affidavit of James Feldkamp and the exhibits in support thereof, filed by the Debtors/Petitioners ChronoMétriq Inc. and Health Myself Innovations Inc. (collectively the “**Petitioners**”), as well as the Report of Richter Advisory Group Inc. in its capacity as proposal trustee of the Petitioners (the “**Trustee**”), dated November 1, 2021 (the “**Report**”);
- [2] **CONSIDERING** the representations of counsel;
- [3] **CONSIDERING** the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”);
- [4] **CONSIDERING** that it is appropriate to issue an order approving the transaction(s) (the “**Transaction**”) contemplated by the agreement entitled *Asset Purchase Agreement*, dated November 23, 2021 (the “**Asset Purchase Agreement**”) by and between the Petitioners, as vendors, and TELUS Health Solutions Inc., as purchaser (collectively with any other party which TELUS Health Solutions Inc. may designate, the “**Purchaser**”), a copy of which was filed as Exhibit R-2 to the Application, and *inter alia* vesting in the Purchaser the right, title and interest in and to all of the Purchased Assets, as defined in the Asset Purchase Agreement and listed in **Schedule A** hereto.

WHEREFORE THE COURT:

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

DEFINITIONS

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

SERVICE

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

SALE APPROVAL

- [9] **APPROVES** the Transaction.
- [10] **APPROVES and RATIFIES** the execution of the Asset Purchase Agreement by the Petitioners, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the Trustee.
- [11] **AUTHORIZES and DIRECTS** the Trustee to hold the Deposit and to apply, disburse and/or deliver the Deposit, in whole or in part, in accordance with the provisions of the Asset Purchase Agreement.
- [12] **AUTHORIZES and DIRECTS** the Trustee to receive and hold the Purchase Price and the Net Proceeds in accordance with the Asset Purchase Agreement and this Order.

EXECUTION OF DOCUMENTATION

- [13] **AUTHORIZES** the Petitioners and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Asset Purchase Agreement and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

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

VESTING OF PURCHASED ASSETS

- [15] **ORDERS and DECLARES** that upon the issuance of a Trustee's certificate substantially in the form appended as **Schedule B** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all rights, titles, benefits, priorities, claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, trusts and deemed trusts (whether contractual, statutory or otherwise), assignments, judgments, executions, writs of seizure or execution, notices of execution, notices of sale, options, agreements, legal, equitable or contractual set-off, adverse

claims, levies, taxes, disputes, debts, charges, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, taxes or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the “**Encumbrances**”), including without limiting the generality of the foregoing all Encumbrances created by order of this Court and all charges or security evidenced by registration, publication or filing pursuant to the *Civil Code of Québec*, or the *Personal Property Security Act* of the Province of Ontario, or any other applicable legislation providing for a security interest in personal or movable property.

- [16] For greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets be cancelled and discharged as against the Purchased Assets, in each case effective as of the applicable date of the Certificate.
- [17] **ORDERS** and **DECLARES** that, upon the issuance of the Certificate, the rights and obligations of the Petitioners under the agreements listed in **Schedule C** hereto, as they may have been amended or restated from time to time (the “**Assumed Contracts**”), are assigned to the Purchaser.
- [18] **ORDERS** that all Cure Costs in relation to the Assumed Contracts shall be remedied by the Purchaser no later than fourteen (14) days following the issuance of the Certificate.
- [19] **DECLARES** that except as provided for in section 2.7 of the Asset Purchase Agreement, the Purchaser, its affiliates and their respective shareholders, directors, officers, employees, agents or mandataries shall not be responsible or be liable in any manner whatsoever, for any claims or obligations in respect of any employees or former employees of the Petitioners arising out of matters or resulting from events which occurred prior to Closing.
- [20] **DECLARES** that the Purchaser nor any affiliate thereof shall not be responsible or be liable in any manner whatsoever for any liabilities, claims and obligations of the Petitioners for Taxes, including those resulting from or arising as a result of the sale of the Purchased Assets, other than Transfer Taxes.
- [21] **DECLARES** that the Purchaser nor any affiliate thereof shall not be responsible or be liable in any manner whatsoever for any liabilities, claims and obligations resulting from an actual or suspected loss of, unauthorized access to, alteration or compromise of, unavailability of, or unauthorized disclosure of Personal Information in the custody or control of the Petitioners.
- [22] **DECLARES** that neither the Purchaser nor any affiliate thereof shall assume or be deemed to assume any liabilities or obligations whatsoever of any of the

Petitioners (other than as expressly assumed under the terms of the Asset Purchase Agreement or of this Order).

- [23] **ORDERS** the Petitioners to send by e-mail, registered mail or courier a copy of this Order to every party to an Assumed Agreement.
- [24] **ORDERS** the Trustee to file with the Court a copy of the Certificate, as soon as practicable after issuance thereof.

CANCELLATION OF SECURITY REGISTRATIONS

- [25] **ORDERS** the *Quebec Personal and Movable Real Rights Registrar*, upon the issuance of the Certificate, to strike and discharge any registration, as the case may be, in connection with the Purchased Assets, in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of such registrations.
- [26] **ORDERS** the *Quebec Personal and Movable Real Rights Registrar*, upon presentation of the required form with a true copy of this Order and the Certificate and upon payment of the prescribed fees, to strike and discharge the following registrations and, **ORDERS** that the registrations numbered 20-0850335-0001, 21-1150305-0001, 20-1044771-0001, 20-1008953-0001, 20-0959101-0001, 20-0950624-0002, 18-0276200-0001, 21-1152889-0001, 18-0276200-0002, 20-0950624-0001, and 20-1008953-0002 be totally and entirely discharged in respect of all of the Petitioners' assets and not only in respect of the Purchased Assets.
- [27] **ORDERS** that, upon the issuance of the Certificate, the Petitioners shall be authorized to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets, including filing such financing change statements in the Ontario Personal Property Registry ("**OPPR**") as may be necessary, provided that the Petitioners shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Purchased Assets, and the Petitioners shall be authorized to take any further steps by way of further application to this Court.

NET PROCEEDS

- [28] **ORDERS** that the Purchase Price from the sale of the Purchased Assets (net of any applicable deductions or adjustments, the "**Net Proceeds**") shall be remitted to the Trustee for distribution in accordance with applicable legislation upon a final order of this Court.
- [29] **ORDERS** that, for the purposes of determining the nature and priority of the Encumbrances, the Net Proceeds shall stand in the place and stead of the Purchased Assets, and that upon payment of the Purchase Price by the Purchaser,

all Encumbrances, including without limitation the charges created pursuant to the Order from this Court dated October 27, 2021, shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

PROTECTION OF PERSONAL INFORMATION

[30] **ORDERS** that, pursuant to sub-section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 or any similar provision of any applicable provincial legislation (collectively, the “**Applicable Privacy Laws**”), the Petitioners and the Trustee are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Petitioners’ records pertaining to their current and former employees, including personal information of those employees listed on Schedule “4.1” to the Asset Purchase Agreement (the “**Disclosed Information**”).

[31] **ORDERS** that the Purchaser shall:

- (a) maintain and protect the Disclosed Information with security safeguards appropriate to the Disclosed information and as may otherwise be required by Applicable Privacy Laws; and
- (b) use and disclose the Disclosed Information for the purposes for which the Disclosed Information was collected by the Petitioners and as may otherwise be permitted by Applicable Privacy Laws.

VALIDITY OF THE TRANSACTION

[32] **ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the BIA and any order issued pursuant to any such application;
- (c) any assignment in bankruptcy; or
- (d) the provisions of any federal or provincial legislation;

the vesting of Purchased Assets contemplated in this Order, the assignment of agreements pursuant to this Order, the execution of the Asset Purchase Agreement authorized by this Order, the payments, distributions and

disbursements made pursuant to or in connection with this Order as well as the Encumbrances, including without limitation the charges created pursuant to the Order from this Court dated October 27, 2021, attaching to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Petitioners, the Purchaser, or the Trustee.

LIMITATION OF LIABILITY

- [33] **DECLARES** that nothing herein contained shall require the Trustee to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Trustee shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the BIA.
- [34] **DECLARES** that no action lies against the Trustee 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 Trustee or belonging to the same group as the Trustee shall benefit from the protection arising under the present paragraph.

ACCOUNTS

- [35] **ORDERS** that any and all payment processors (the "Processors") with which the Petitioners have accounts (the "Accounts") shall process and/or facilitate the transfer of, or changes to, such Accounts in order to implement the Transaction.
- [36] **ORDERS** that if upon Closing, certain Accounts have not yet been transferred or changed, the Purchaser shall be authorized, for a period of thirty (30) business days following the Closing, to use the Accounts of the Petitioners (subject only to the due payment of customary fees for the use of such Accounts) for the purpose of conducting its business and operations and that any and all amounts deposited in such Accounts by the Purchaser shall remain the sole and exclusive property of the Purchaser, free and clear of any and all Encumbrances of any third party against the Petitioners.

EXTENSION OF TIME TO FILE A PROPOSAL

- [37] **ORDERS** that the time within which to file a proposal pursuant to section 50.4 of the BIA and the corresponding stay of proceedings provided for in section 69 of

the BIA, be and are hereby extended in accordance with subsection 50.4(9) of the BIA up to and including December 7, 2021.

GENERAL

- [38] **ORDERS** that the Asset Purchase Agreement, the summary of offers received by the Proposal Trustee attached as Exhibit “K” to the Report, the summary of revised offers received by the Proposal Trustee attached as Exhibit “L” to the Report, and the contract attached as Exhibit “M” to the Report be kept confidential and under seal.
- [39] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [40] **DECLARES** that the Petitioners, the Purchaser or the Trustee may, from time to time, apply to this Court for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order on notice only to each other.
- [41] **DECLARES** that the Petitioners and the Trustee shall be entitled to seek leave to vary this Order upon such terms and such notice as this Court deems just.
- [42] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or elsewhere, to give effect to this Order and to assist, the Petitioners, the 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 Petitioner and the Trustee, as an officer of this Court, to grant representative status to the Trustee in any foreign proceeding or to assist the Petitioners’, the Trustee and their respective agents in carrying out this Order.
- [43] **ORDERS** that each of the Petitioners’ and the Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulator or administrative body, wherever located, for the recognition of the Order and for assistance in carrying out the terms of this Order, and that the 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 of Canada.
- [44] **ORDERS** provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security.

[45] **THE WHOLE** without costs.

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Attorneys for the Petitioners

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(MCCARTHY TÉTRAULT LLP)
Attorneys for the Trustee

MTRE. SANDRA ABITAN
MTRE. ILIA KRAVTSOV
(OSLER HOSKIN & HARCOURT LLP)
Attorneys for the Purchaser

Hearing date: November 25, 2021

SCHEDULE A
PURCHASED ASSETS

- (a) Intellectual Property. All right, title and interest of the Sellers in and to the Company Intellectual Property;
- (b) Contracts. The full benefit of the Assumed Contracts;
- (c) Accounts Receivable. All of the Accounts Receivable;
- (d) Actions, etc. All claims, refunds, causes of action, rights of recovery, rights of set-off, subrogation and rights of recoupment of the Sellers related to any of the Purchased Assets or any of the Assumed Liabilities, and the positive interest of the Sellers in any litigation and in the proceeds of any judgment, order or decree issued or made in respect thereof in respect of occurrences, events, accidents or losses suffered prior to Closing (but excluding any of the foregoing in respect of any of the Excluded Assets or liabilities that are not Assumed Liabilities).
- (e) Insurance.
 - (i) All contracts of insurance, insurance policies and insurance plans of the Sellers relating to the Purchased Assets, to the extent transferable.
 - (ii) As applicable pursuant to Section 5.6(b), all proceeds of any insurance payable as a result of the occurrence of a loss, damage, destruction, appropriation, expropriation or seizure of Purchased Assets.
 - (iii) The full benefit of the Sellers's rights to insurance claims (excluding proceeds paid directly by the insurer to or on behalf of directors and officers under director and officer policies) relating to the Purchased Assets and amounts recoverable in respect thereof net of any deductible.
- (f) Goodwill of the Business. The goodwill of the Business including the goodwill in the names "Chronométriq", "Health Myself Innovations", and "Pomelo" and any trademarks used in connection with the Business;
- (g) Customer Information. All customer lists and files and sales histories (historical, pending and/or contracted) relating to the Business;
- (h) Internet Accounts. All internet web sites domain names, and, to the extent transferrable, social media accounts relating to the Business, including all product pictures, marketing materials, building plans, designs and drawings posted thereon that do not form part of the Company Intellectual Property;

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- (i) Computer Software Licenses. All Software owned (or purported to be owned) by the Sellers or used by the Sellers in the operation of the Business;
- (j) Hardware. All computer hardware, data storage devices, servers, mobile phones and other telecommunications equipment used in the operation of the Business;
- (k) Express Consents – Canada's Anti-Spam Law. All express consents obtained by the Sellers under applicable privacy and anti-spam Laws from any Person, including to (i) send or cause to be sent an electronic message to such person, and/or (ii) alter or cause to be altered the transmission data in an electronic message so that the message is delivered to a destination other than, or in addition to that, specified by such person;
- (l) Books and Records. All Books and Records; and
- (m) General. All telephone numbers, facsimile numbers and email addresses used in connection with the Business.

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SCHEDULE B
DRAFT CERTIFICATE OF THE TRUSTEE

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Commercial Division)

(Sitting as a court designated pursuant to
the *Bankruptcy and Insolvency Act*, RSC
1985, c B-3)

No.: 500-11-060355-217

**IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF:
CHRONOMÉTRIQ INC.**

-and-

HEALTH MYSELF INNOVATIONS INC.
Debtors/Petitioners

-and-

RICHTER ADVISORY GROUP INC.
Trustee

-and-

TELUS HEALTH SOLUTIONS INC.

Mise-en-cause

CERTIFICATE OF THE TRUSTEE

RECITALS:

WHEREAS on October 26, 2021, ChronoMétriq Inc. and Health Myself Innovations Inc. (together, the “**Petitioners**”) filed Notices of Intention to Make a Proposal (“**NOI**”) pursuant to the relevant provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

WHEREAS on October 26, 2021, Richter Advisory Group Inc. was named Proposal Trustee of the Debtors pursuant to the NOIs;

WHEREAS on November ●, 2021, the Superior Court of Quebec (the “**Court**”) issued an Extension, Approval, Vesting and Assignment Order (the “**Vesting Order**”) thereby, *inter alia*, authorizing and approving the execution by the Petitioners of an agreement entitled Asset Purchase Agreement and dated November 23, 2021 (the “**Purchase Agreement**”) by and between the Petitioners, as vendors, and TELUS Health Solutions Inc., as purchaser (the “**Purchaser**”), a copy of which was filed in the Court record, and into all the transactions contemplated therein (the “**Transaction**”) with such alterations, changes, amendments, deletions, or additions thereto, as may be agreed to with the consent of the Proposal Trustee; and

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

THE TRUSTEE CERTIFIES THAT IT HAS BEEN ADVISED BY THE PETITIONERS AND THE PURCHASER AS TO THE FOLLOWING:

- (a) the Purchase Agreement has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Trustee on _____ [DATE].

RICHTER ADVISORY GROUP INC. in its capacity as Proposal Trustee of ChronoMétriq Inc. and Health Myself Innovations Inc., and not in its personal capacity.

Per: _____

Name: _____

Title: _____

SCHEDULE C**ASSUMED CONTRACTS**

Counterparty	Type of Contract or Service	Contract Name or Number	Original Date of Contract
Adobe	Agreement with vendor		
Amazon	Agreement with vendor		
Amazon Web Services Canada Inc. ¹	Vendor Contract	Customer Agreement	October 22, 2021 (last update)
Atlassian	Agreement with vendor		
Auth0 Inc.	Subscription Agreement	Subscription Agreement	August 18, 2021 (last update)
Auth0 Inc.	Subscription Agreement	Terms of Service	May 31, 2018 (last update)
Auth0 Inc.	Vendor Contract	Sales Order	June 30, 2021
GitHub	Agreement with vendor		
Godaddy	Agreement with vendor		
Google	Agreement with vendor		
Google LLC	Agreement with vendor		
Intact Compagnie d'assurance	Assurance	Assurance des entreprises	6 mars 2021 – 6 mars 2022
Intact Insurance Company	Insurance	Executive Liability Insurance pursuant to Intact Management Liability Policy	April 29, 2021 – April 29, 2022
Intercom	Agreement with vendor		
Kaspersky Lab	Agreement with vendor		
LogMeIn _ Lastpass	Agreement with vendor		

¹ With respect to the following account customer ID's: 066329309712, 389338838104, 841395504395, 647089333981, 483359705582, 248823277034, 159656131597, 994963737309, 952795375220, 094811239194, 062660977337, 761156454382, 075882860418, 997023703063, 445716480623, 082236425984.

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Medisolution (2009) Inc.	Entente de collaboration	Entente de collaboration	17 décembre 2018
Microsoft	Agreement with vendor		
Ministère de la Santé et des Services Sociaux (MSSSS)	Contrat de services de gré à gré	Contrat de services de gré à gré	21 juillet 2021, incluant la Demande de changement M042 datée du 26 octobre 2021
Monday	Agreement with vendor		
notion.so	Agreement with vendor		
Purchaser	Integration Agreement	PHR Integration Agreement	November 22, 2019
Purchaser	Contrat de License	Contrat de licence pour l'utilisation de l'interface de programmation Kinlogix	17 février 2015
Purchaser	Integration and Distribution Agreement	Integration and Distribution Agreement	July 26, 2017
Purchaser	Integration and Distribution Agreement	Integration and Distribution Agreement	March 20, 2017
Purchaser; and TELUS Health and Payment Solutions Limited Partnership	MagicSeat Agreement	Agreement	July 26, 2017
QHR Technologies Inc.	Marketplace Partnership Agreement	Marketplace Partnership Agreement	January 25, 2019
Quickbooks online	Agreement with vendor		
Salesforce	Agreement with vendor		
SecureByKnowledgeSBK Telecom	Agreement with vendor		
SendGrid	Agreement with vendor		
Sentry	Agreement with vendor		
Slack	Agreement with vendor		

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Softinfo/medisolution	Agreement with vendor		
Specialty Advantage Insurance Services	Insurance	Technology Insurance	March 6, 2021 – March 6, 2022
TeamViewer Inc.	Agreement with vendor		
Telus Mobilité	Agreement with vendor		
Twilio Inc.	Vendor Contract	Order Form pursuant to Terms of Service	March 18, 2021, Terms of Service last updated on July 1, 2021
WEBFLOW	Agreement with vendor		
Zapier	Agreement with vendor		

N°	500-11-060355-217
COURT	SUPERIOR COURT (Commercial Division)
DISTRICT	MONTREAL
LOCALITY	MONTREAL

In the matter of the Notice of Intention to make a Proposal of

CHRONOMÉTRIQU INC. Debtor/Petitioner

-and-

HEALTH MYSELF INNOVATIONS INC. Debtor/Petitioner

-and-

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

-and-

TELUS HEALTH SOLUTIONS

Mises-en-Cause

-and-

RICHTER ADVISORY GROUP INC.

Proposal Trustee

**APPLICATION FOR THE ISSUANCE OF AN EXTENSION,
APPROVAL, VESTING AND ASSIGNMENT ORDER
(SECTIONS 50.4(9), 65.13, 84.1 OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED)**

ORIGINAL

REF.: ME MICHEL LAROCHE 0263677.0001

BP0363



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