
ARRANGEMENT AGREEMENT
DATED AS OF SEPTEMBER 26, 2025
BETWEEN
DENTALCORP HOLDINGS LTD.
AND
ARYEH BIDCO INVESTMENT LTD.
AND
ARYEH TOPCO HOLDING LTD.

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ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT (this “Agreement”), dated as of September 26th, 2025, is among dentalcorp Holdings Ltd., company existing under the laws of the Province of British Columbia (the “Company”), Aryeh Bidco Investment Ltd., a company existing under the laws of the Province of British Columbia (the “Purchaser”), and Aryeh Topco Holding Ltd., a company existing under the laws of the Province of British Columbia (the “Parent”).

WITNESSETH:

WHEREAS, the Purchaser and the Parent propose to, among other things, acquire all of the issued and outstanding multiple voting shares and subordinate voting shares of the Company (other than the Rollover Shares) by way of a plan of arrangement under the provisions of the *Business Corporations Act* (British Columbia) (the “BCBCA”);

WHEREAS, the Company Board, acting on the unanimous recommendation of a special committee of independent directors (the “Special Committee”) and after receiving legal and financial advice, has unanimously determined (with any conflicted directors abstaining) that it is in the best interests of the Company to enter into this Agreement and that the Arrangement and the transactions contemplated hereby are fair to the Company Shareholders (other than the Rollover Shareholders), and unanimously recommends (with any conflicted directors abstaining) that the Company Securityholders (other than Rollover Shareholders) vote in favour of the Arrangement Resolution, all on the terms and subject to the conditions contained herein;

WHEREAS, the Purchaser has entered into Voting Support Agreements with certain Company Securityholders, including all of the directors that own Shares and certain senior officers of the Company (collectively, the “Supporting Securityholders”), pursuant to which, among other things, such persons have agreed to vote all of the Company Securities held by them in favour of the Arrangement Resolution, on the terms and subject to the conditions set forth in the Voting Support Agreements;

WHEREAS, the Purchaser and the Parent have entered into Rollover Agreements with certain Company Shareholders pursuant to which, among other things, such Company Shareholders will transfer their Rollover Shares to the Parent in exchange for consideration that includes an equity interest in the Parent, at a value per Rollover Share equal to the Consideration, on the terms and subject to the conditions set forth in the Rollover Agreements; and

WHEREAS, as an inducement to the Company entering into this Agreement, GTCR Fund XIV/A AIV LP, GTCR Fund XIV/C AIV LP, GTCR Co-Invest XIV/A AIV LP and GTCR Co-Invest XIV/B AIV LP (collectively, the “Guarantors”) are entering into a guaranty with the Company (the “Guaranty”), pursuant to which the Guarantors are guaranteeing certain obligations of the Purchaser under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I.

THE ARRANGEMENT

Section 1.1 Arrangement. The Parties agree that the Arrangement and each of the transactions contemplated in the Plan of Arrangement will be implemented in accordance with the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

Section 1.2 Interim Order. As promptly as reasonably practicable following the execution of this Agreement so as to permit the Securityholder Meeting to be held within the time set forth in Section 1.3(a), the Company shall, in a manner acceptable to both the Purchaser and the Company, each acting reasonably, prepare, file and diligently pursue an application to the Court pursuant to section 291 of the BCBCA for the Interim Order, which application shall seek, among other things, that the Interim Order provide:

(a) for the class or classes (if applicable) of Persons to whom notice is to be provided in respect of the Arrangement and the Securityholder Meeting and for the manner in which such notice is to be provided;

(b) that the Securityholder Meeting may be held as a virtual or hybrid securityholder meeting and that Company Securityholders who participate in the Securityholder Meeting by virtual means will be deemed to be present at the Securityholder Meeting;

(c) that the requisite approval for the Arrangement Resolution shall be the affirmative vote of at least: (i) 66 $\frac{2}{3}$ % of the votes cast on the Arrangement Resolution by Company Shareholders present in person or represented by proxy at the Securityholder Meeting (voting as a single class), including, for the avoidance of doubt, each Multiple Voting Share entitling the holder thereof to ten (10) votes and each Subordinate Voting Share entitling the holder thereof to one (1) vote; (ii) 66 $\frac{2}{3}$ % of the votes cast on the Arrangement Resolution by Company Securityholders present in person or represented by proxy at the Securityholder Meeting (voting as a single class), including, for the avoidance of doubt, each Multiple Voting Share entitling the holder thereof to ten (10) votes, each Subordinate Voting Share entitling the holder thereof to one (1) vote and each Company Option, Company Legacy Option, Restricted Share Unit and Performance Share Unit entitling the holder thereof to one (1) vote for each Subordinate Voting Share underlying each Company Option, Company Legacy Option, Restricted Share Unit and Performance Share Unit; (iii) a majority of the votes cast on the Arrangement Resolution by holders of Subordinate Voting Shares present in person or represented by proxy at the Securityholder Meeting; (iv) a majority of the votes cast on the Arrangement Resolution by holders of Multiple Voting Shares present in person or represented by proxy at the Securityholder Meeting; and (v) a majority of the votes cast on the Arrangement Resolution by holders of Subordinate Voting Shares, present in person or represented by proxy at the Securityholder Meeting, excluding for this purpose the votes attached to the Subordinate Voting Shares held by Persons described in items (a) through (d) of section 8.1(2) of MI 61-101;

(d) that the Securityholder Meeting may be adjourned or postponed from time to time by the Company subject to the terms of this Agreement without the need for additional approval of the Court;

(e) that the deadline for the submission of proxies by Company Securityholders for the Securityholder Meeting shall be forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays) prior to the Securityholder Meeting, subject to waiver by the Company with the prior consent of the Purchaser;

(f) confirmation of the record date in accordance with Section 1.3(b) for the Company Securityholders entitled to receive notice of and to vote at the Securityholder Meeting and that the record date will not change in respect or as a consequence of any adjournment(s) or postponement(s) of the Securityholder Meeting, unless required by Law;

(g) for the grant of Dissent Rights to Company Shareholders who are both (i) registered holders of Company Shares or beneficial holders of Company Shares as of the record date, and (ii) registered holders of Company Shares as of the deadline for exercising Dissent Rights, as set forth in the Plan of Arrangement;

(h) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;

(i) that, in all other respects, other than as ordered by the Court, the terms, conditions and restrictions of the Company's Constating Documents, including quorum requirements and other matters, shall apply in respect of the Securityholder Meeting; and

(j) for such other matters as the Purchaser or the Company may reasonably require, subject to obtaining the prior consent of the other, such consent not to be unreasonably withheld, conditioned or delayed.

Section 1.3 Securityholder Meeting. Subject to the terms of this Agreement and (except in respect of Section 1.3(b)) receipt of the Interim Order, the Company shall:

(a) convene and conduct the Securityholder Meeting in accordance with the Company's Constating Documents, the Interim Order and applicable Laws, as promptly as reasonably practicable, and in any event on or before December 10th, 2025 (or such other date to which the Securityholder Meeting is postponed or adjourned in accordance with Section 1.3(d));

(b) in consultation with the Purchaser, fix the record date for determining the Company Securityholders entitled to receive notice of and vote at the Securityholder Meeting and determine the format of the Securityholder Meeting (in person, hybrid or virtual);

(c) give notice to the Purchaser of the Securityholder Meeting and allow the Purchaser's representatives and legal counsel to attend the Securityholder Meeting;

(d) not adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the Securityholder Meeting without the Purchaser's prior written consent, except: (i) as required for quorum purposes (in which case the Securityholder Meeting shall be adjourned and not cancelled, and shall be reconvened as soon as reasonably practicable), by Law or by a Governmental Entity or by valid Company Shareholder action (which action is not solicited or proposed by the Company or the Company Board and

subject to compliance by the Company with Section 4.3(b)); (ii) for postponements or adjournments of not more than ten (10) Business Days if reasonably requested by the Purchaser or the Company Board for the purposes of obtaining the Company Securityholder Approval; or (iii) as permitted under Section 4.4(g) or Section 4.9(d); provided, however, that, with respect to clause (ii), without the prior written consent of the Purchaser, in no event shall the Securityholder Meeting be held on a date that is more than thirty (30) days after the date for which the Securityholder Meeting was originally scheduled;

(e) unless the Company Board has made an Adverse Recommendation Change in accordance with the applicable provisions of this Agreement, use commercially reasonable efforts to solicit proxies in favour of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution or the completion of any of the transactions contemplated by this Agreement, including, if so requested by the Purchaser and at the expense of the Purchaser, using the services of dealers and proxy solicitation firms to solicit proxies in favour of the approval of the Arrangement Resolution and cooperating with any Person engaged by the Purchaser to solicit proxies in favour of the Arrangement Resolution;

(f) unless this Agreement is terminated in accordance with Article VI, not submit to the vote of the Company Securityholders any Acquisition Proposal;

(g) provide the Purchaser with copies of or access to information regarding the Securityholder Meeting generated by any proxy solicitation services firm engaged by the Company, as reasonably requested from time to time by the Purchaser;

(h) promptly advise the Purchaser as frequently as the Purchaser may reasonably request, and at least on a daily basis on each of the last ten (10) Business Days prior to the date of the Securityholder Meeting, as to the aggregate tally of the proxies received by the Company in respect of the Arrangement Resolution;

(i) (A) promptly advise the Purchaser of any communication (whether written or oral) from any Company Shareholder in opposition to the Arrangement, written notice of dissent or purported exercise by any Company Shareholder of Dissent Rights received by the Company in relation to the Arrangement, and any written withdrawal of Dissent Rights received by the Company and any written communications sent by or on behalf of the Company to any Company Shareholder exercising or purporting to exercise Dissent Rights in relation to the Arrangement; and (B) provide the Purchaser with an opportunity to review and comment on any written communication sent by or on behalf of the Company to any Company Shareholder exercising or purporting to exercise Dissent Rights, and to participate in any discussions, negotiations or proceedings with or including such Persons;

(j) not make any payment or settlement offer, or agree to any payment or settlement prior to the Closing with respect to Dissent Rights without the prior written consent of the Purchaser;

(k) not change the record date for the Company Securityholders entitled to vote at the Securityholder Meeting in connection with any adjournment or postponement of the Securityholder Meeting unless required by Law or the Court; and

(l) at the reasonable request of the Purchaser from time to time, promptly provide the Purchaser with a list (in electronic form) of: (i) the registered Company Shareholders, together with their addresses and respective holdings of the Company Shares; (ii) the names and addresses (to the extent in the Company's possession or otherwise reasonably obtainable by the Company) and holdings of all Persons having rights issued by the Company to acquire Company Shares (including the holders of Restricted Share Units, Performance Share Units, Deferred Share Units, Share Appreciation Rights, Share Options and Company Legacy Options); and (iii) participants in book-based systems and non-objecting beneficial owners of the Company Shares, together with their addresses and respective holdings of the Company Shares, all as can be reasonably obtained by the Company under Securities Laws. The Company shall from time to time require that its registrar and transfer agent furnish the Purchaser with such additional information, including updated or additional lists of the Company Shareholders and lists of holdings and other assistance as the Purchaser may reasonably request in order to be able to communicate with respect to the Arrangement.

Section 1.4 The Company Circular

(a) Subject to the Purchaser's compliance with Section 1.4(d), the Company shall (i) as promptly as reasonably practicable following execution of this Agreement, prepare the Company Circular together with any other documents required by applicable Laws in connection with the Securityholder Meeting; and (ii) as promptly as reasonably practicable after obtaining the Interim Order, file, or cause to be filed, the Company Circular in all jurisdictions where the same is required to be filed and send the Company Circular to each Company Shareholder and any other Person as required under applicable Laws and by the Interim Order, in each case so as to permit the Securityholder Meeting to be held by the date specified in Section 1.3(a).

(b) On the date of mailing thereof, the Company shall ensure that the Company Circular complies in all material respects with all applicable Laws and the Interim Order and shall contain sufficient detail to permit the Company Securityholders to form a reasoned judgment concerning the matters to be placed before them at the Securityholder Meeting, and, without limiting the generality of the foregoing, shall ensure that the Company Circular will not contain any Misrepresentation (except that the Company shall not be responsible for any information included in the Company Circular relating to the Purchaser, the Parent, their respective Affiliates, the Guarantors and any Financing Sources that was provided by, or on behalf of, the Purchaser, the Parent, their respective Affiliates or any Financing Sources expressly for inclusion in the Company Circular pursuant to Section 1.4(d)).

(c) The Company Circular shall: (i) include a copy and a summary of the Valuation and the Fairness Opinions; (ii) state that the Special Committee, after receiving legal and financial advice, unanimously recommended that the Company Board approve the Arrangement Agreement; (iii) state that the Company Board, acting on the unanimous recommendation of the Special Committee and after receiving legal and financial advice,

unanimously determined (with any conflicted directors abstaining) that it is in the best interests of the Company to enter into this Agreement and that the Arrangement and the transactions contemplated hereby are fair to the Company Shareholders (other than the Rollover Shareholders); (iv) unless an Adverse Recommendation Change has been made in accordance with Section 4.4 prior to the date of the Company Circular, contain the unanimous recommendation of the Company Board (with any conflicted directors abstaining) to the Company Securityholders (other than Rollover Shareholders) that they vote in favour of the Arrangement Resolution (the “Company Board Recommendation”); and (v) include a statement that each Supporting Securityholder has entered into a Voting Support Agreement and, subject to the terms and conditions of each such Voting Support Agreement, will vote all Company Securities beneficially owned by such Supporting Securityholder in favour of the Arrangement Resolution and against any resolution submitted by any other Person that is inconsistent with the Arrangement.

(d) The Purchaser shall provide, on a timely basis, the Company with all information regarding the Purchaser, the Parent, their respective Affiliates and any Financing Sources as required by applicable Laws for inclusion in the Company Circular or in any amendments or supplements to the Company Circular to the extent reasonably requested by the Company. The Purchaser shall ensure that such information does not include any Misrepresentation concerning the Purchaser, the Parent, their respective Affiliates or any Financing Sources. The Company shall use its commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial or other expert information required to be included in the Company Circular and to the identification in the Company Circular of each such advisor.

(e) The Purchaser and its legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Company Circular and related documents prior to the Company Circular being printed and filed with any Governmental Entity, and reasonable consideration shall be given to any comments made by the Purchaser and its legal counsel, provided that all information relating solely to the Purchaser, the Parent, and their respective Affiliates and Financing Sources included in the Company Circular shall be in form and content satisfactory to the Purchaser, acting reasonably. The Company shall provide the Purchaser a final copy of the Company Circular prior to the mailing thereof to the Company Securityholders.

(f) The Company and the Purchaser shall each promptly notify the other if at any time before the Effective Date either becomes aware that the Company Circular contains a Misrepresentation, or otherwise requires pursuant to applicable Law an amendment or supplement, and the Parties shall co-operate in the preparation of any amendment or supplement to the Company Circular as required or appropriate, and to the extent required by Law or the Court, the Company shall promptly mail or otherwise publicly disseminate any such amendment or supplement to the Company Circular to the Company Securityholders and, if required by the Court or applicable Laws, file the same with any Governmental Entity and as otherwise required pursuant to applicable Law, and the Company will provide the Purchaser and its legal counsel a reasonable opportunity to review and comment thereon prior to any filing or dissemination thereof and shall give reasonable consideration to any comments made by the Purchaser and its legal

counsel. The Company shall provide the Purchaser with a final copy of any such amendment prior to the filing or dissemination thereof.

(g) Subject to applicable Laws, the Company shall: (i) promptly advise the Purchaser of any communication (whether written or oral) received by the Company from the TSX, any Securities Authority or any other Governmental Entity in connection with the Company Circular; (ii) promptly provide the Purchaser with copies of all written correspondence between the Company and its Representatives, on the one hand, in connection with the Company Circular, and the TSX, Securities Authority or other Governmental Entity, on the other hand, in connection with the Company Circular; and (iii) use its reasonable efforts to respond as promptly as reasonably practicable to any correspondence from the TSX, any Securities Authority or other Governmental Entity with respect to the Company Circular, and the Company shall consult with the Purchaser and its counsel and give reasonable consideration to their comments prior to submitting to the Securities Authority, the TSX or other Governmental Entity any response to any such correspondence; provided that this Section 1.4(g) shall not apply to matters to which Section 4.3 applies.

Section 1.5 Final Order. If: (a) the Interim Order is obtained; and (b) the Arrangement Resolution is passed at the Securityholder Meeting by the Company Securityholders as provided for in the Interim Order and as required by applicable Law, subject to the terms of this Agreement, the Company shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 291 of the BCBCA as promptly as reasonably practicable, but in any event (but subject to availability of the Court) not later than five Business Days after the Company Securityholder Approval is obtained, or within such other period as the Parties may agree, acting reasonably.

Section 1.6 Court Proceedings. Subject to the terms of this Agreement, the Company shall diligently pursue, and cooperate with the Purchaser in diligently pursuing, the Interim Order and the Final Order, and the Purchaser shall provide the Company, on a timely basis, any information reasonably required to be supplied by the Purchaser in connection therewith. The Company shall provide the Purchaser's legal counsel with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement and will give reasonable consideration to all such comments. Subject to applicable Law, the Company shall not file any material with the Court in connection with the Arrangement or serve any such material, and shall not agree to modify or amend materials so filed or served, except as contemplated by this Section 1.6 or with the Purchaser's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that, nothing herein shall require the Purchaser to agree or consent to any change in or variation in the form of Consideration or other modification or amendment to such filed or served materials that expands or increases the obligations of the Purchaser or the Parent, or diminishes or limits the rights of the Purchaser or the Parent, set forth in any such filed or served materials or under this Agreement or the Arrangement. Each of the Company, the Purchaser and the Parent shall also provide to the other's legal counsel on a timely basis, copies of any notice of appearance, evidence or other Court documents served on it in respect of the application for the Interim Order or the Final Order or any appeal therefrom and of any notice, whether written or oral, received by it indicating any intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order. Each of the Company and the Purchaser shall ensure that all materials filed with the Court in

connection with the Arrangement are consistent in all material respects with the terms of this Agreement and the Plan of Arrangement. Canadian legal counsel to the Purchaser shall be entitled to make such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, acting reasonably; provided that the Purchaser's legal counsel advises the Company's legal counsel of the nature of any submissions with reasonably sufficient time prior to the hearing and agrees with them, acting reasonably, and such submissions are consistent in all material respects with this Agreement and the Plan of Arrangement. Each of the Company and the Purchaser shall also oppose any proposal from any Person that the Final Order contains any provision inconsistent with this Agreement, and, if at any time after the issuance of the Final Order and prior to the Effective Date, the Purchaser or the Company is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, such Party shall do so after notice to, and in reasonable consultation and reasonable cooperation with, the other Party.

Section 1.7 Arrangement and Effective Date

(a) The Arrangement shall become effective commencing at the Effective Time, and the Closing shall occur on the fifth Business Day following the satisfaction or waiver of the conditions precedent in Article V (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), or on such other date as may be agreed to by the Parties in writing (the "Effective Date"). On the Effective Date and subject to the satisfaction or waiver of the conditions precedent in Article V (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), each of the Parties shall execute and deliver such closing documents and instruments and the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out in the Plan of Arrangement without any further act or formality. From and after the Effective Time, the Plan of Arrangement will have all of the effects provided by applicable Law, including the BCBCA.

(b) Closing will take place remotely and by exchange of documents by electronic transmission or at such location as may be agreed upon by the Parties.

Section 1.8 Payment of Consideration. The Purchaser will, following receipt by the Company of the Final Order and at or prior to the Closing, deposit in escrow with the Depositary (the terms and conditions of such escrow to be satisfactory to the Parties, acting reasonably) sufficient funds to satisfy the aggregate Consideration payable to the Company Shareholders pursuant to the Plan of Arrangement.

Section 1.9 Withholding Taxes. The Purchaser, the Company and the Depositary, and each of their respective Affiliates, as applicable, shall be entitled to deduct and withhold, or to direct any Person to deduct and withhold on their behalf, from any consideration or other amounts otherwise payable or otherwise deliverable to the Company Shareholders (including in their capacity as former holders of Restricted Share Units, Performance Share Units, Deferred Share Units, Share Appreciation Rights, Share Options or Company Legacy Options) or any other Person

under the Plan of Arrangement or this Agreement such amounts as the Purchaser, the Company or the Depositary, as applicable, reasonably determines are required to be deducted or withheld from such consideration or other amount payable under any provision of any Law in respect of Taxes. Any such amounts so deducted and withheld from the consideration or such other amount payable pursuant to the Plan of Arrangement or this Agreement and timely remitted to the relevant Governmental Entity, shall be treated for all purposes under this Agreement as having been paid to the Company Shareholders (including in their capacity as former holders of Restricted Share Units, Performance Share Units, Deferred Share Units, Share Appreciation Rights, Share Options or Company Legacy Options) or any other Person in respect of which such deduction, withholding and remittance was made.

Section 1.10 Participation in the Transaction by Dentists. The Purchaser, the Parent and the Company shall each use their respective commercially reasonable efforts to offer those Regulated Dental Professionals who are Partner Dentists and their permitted assigns (as defined in section 2.22 of National Instrument 45-106 – *Prospectus Exemptions*), in each case who own Company Shares (“Eligible Dentists”) with the right to elect to sell all or a portion (as determined by each participating Eligible Dentist) of such Company Shares to the Parent pursuant to Rollover Agreements in a form to be provided by the Purchaser, but which shall (a) provide for consideration in respect of each Company Share subject thereto that is equivalent in value to the value of the Consideration, (b) provide for automatic termination of such agreement upon the termination of this Agreement, (c) have terms and conditions customary for an agreement of its nature, and (d) otherwise be in a form acceptable to the Company, acting reasonably (the “Dentist Rollover Opportunity”). Without limiting the foregoing, (i) each of the Company, Parent and the Purchaser shall cooperate with each other in connection therewith and use commercially reasonable efforts to take, or cause to be taken, all actions, and do or cause to be done all things reasonably necessary, proper or advisable on its part, to facilitate the Dentist Rollover Opportunity, (ii) the Company shall assist the Purchaser, as the Purchaser shall reasonably request, with communicating the Dentist Rollover Opportunity to the Eligible Dentists (including senior officers of the Company participating in presentations to the Eligible Dentists), (iii) the Purchaser and Parent shall provide the Company with a reasonable opportunity to review and comment on the form of Rollover Agreement and related agreements and materials to be delivered to Eligible Dentists in connection with the Dentist Rollover Opportunity and will give reasonable consideration to all such comments, (iv) the Company shall take all steps necessary to be taken by the Company, if any, to facilitate registration of the Rollover Shares in the name of such Eligible Dentist, and (v) the Company shall provide the Purchaser with copies of all substantive written communications, and shall keep the Purchaser reasonably informed of any material verbal communications, in each case from Eligible Dentists received by the Company or its Representatives in relation to the Dentist Rollover Opportunity. After the date hereof, the Purchaser and the Parent shall not enter into any Rollover Agreement without the prior written consent of the Special Committee other than in connection with the Dentist Rollover Opportunity.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 2.1 Representations and Warranties. Except (a) as Fairly Disclosed in the Company Public Filings (other than in the case of the representations and warranties of the

Company set forth in Sections 3.1(a) (Organization and Qualification), 3.1(b) (Capitalization), 3.1(c) (Authority Relative to this Agreement) and 3.1(d) (No Conflict; Required Filings and Consents), and excluding any disclosures constituting cautionary language, forward-looking statements, descriptions of risk factors or similar language contained therein, including under the headings “About Forward-Looking Information”, “Forward-Looking Statements” and “Risk Factors” in any such filings, in each case other than any description of historical facts or events included therein), or (b) as disclosed in the separate disclosure letter which has been delivered by the Company to the Purchaser and the Parent in connection with the execution and delivery of this Agreement, including the documents attached to or incorporated by reference in such disclosure letter (the “Company Disclosure Letter”) (it being agreed that disclosure of any item in any section or subsection of the Company Disclosure Letter shall also be deemed to be disclosed with respect to any other section or subsection in this Agreement to which the relevance of such item is reasonably apparent on the face of such disclosure), the Company represents and warrants to the Purchaser and the Parent as set forth in Schedule A and acknowledges and agrees that the Purchaser and the Parent are relying upon such representations and warranties in connection with the entering into of this Agreement and consummation of the Arrangement.

Section 2.2 Acknowledgement of No Other Representations or Warranties. The Company acknowledges and agrees that, except for the representations and warranties contained in Article III and in the instruments, agreements or certificates delivered by the Purchaser and/or the Parent pursuant hereto, none of the Purchaser, the Parent or any of their respective Affiliates or Representatives makes or has made any representation or warranty, either express or implied, concerning the Purchaser, the Parent or their respective Affiliates or any of their respective businesses, operations, assets, liabilities, results of operations, condition (financial or otherwise) or prospects or the transactions contemplated by this Agreement. To the fullest extent permitted by applicable Law and subject to Section 7.8, except with respect to the representations and warranties contained in Article III and in the instruments, agreements or certificates delivered by the Purchaser and/or the Parent pursuant hereto or any breach of any covenant or other agreement of the Purchaser or the Parent contained herein or therein, none of the Purchaser, the Parent or any of their respective Affiliates, employees, partners or any other Person or their Representatives shall have any liability to the Company or its Affiliates or Representatives on any basis (including in contract or tort, under federal, provincial or state securities Laws or otherwise) based upon any information or statements (or any omissions therefrom) provided or made available by the Purchaser, the Parent or their respective Affiliates or Representatives to the Company or its Affiliates or Representatives in connection with the transactions contemplated hereby. The provisions of this Section 2.2 do not limit the representations of the Guarantors, the Financing Sources or the Purchaser contained in the Guaranty, the Equity Commitment Letter or the Debt Commitment Letter, as applicable.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND THE PARENT

Section 3.1 Representations and Warranties. The Purchaser and the Parent jointly and severally represent and warrant to the Company as set forth in Schedule B and acknowledge and

agree that the Company is relying upon such representations and warranties in connection with the entering into of this Agreement and consummation of the Arrangement.

Section 3.2 Acknowledgement of No Other Representations and Warranties. The Purchaser and the Parent expressly acknowledge and agree that, except for the representations and warranties expressly set forth in Article II and in the instruments, agreements or certificates delivered by the Company pursuant hereto, none of the Company, the Company Subsidiaries or any of their respective Affiliates or Representatives makes or has made any representation or warranty, either express or implied, concerning the Company or the Company Subsidiaries or any of their respective businesses, operations, assets, liabilities, results of operations, condition (financial or otherwise) or prospects or the transactions contemplated by this Agreement. To the fullest extent permitted by applicable Law, except with respect to the representations and warranties contained in Article II and in the instruments, agreements or certificates delivered by the Company pursuant hereto or any breach of any covenant or other agreement of the Company contained herein or therein, none of the Company, the Company Subsidiaries or any of their respective Affiliates, employees, shareholders or any other Person or their Representatives shall have any liability to the Purchaser, the Parent or their respective Affiliates or Representatives on any basis (including in contract or tort, under federal, provincial or state securities Laws or otherwise) based upon any information or statements (or any omissions therefrom) provided or made available by the Company, the Company Subsidiaries or their respective Affiliates or Representatives to the Purchaser, the Parent or their respective Affiliates or Representatives in connection with the transactions contemplated hereby.

ARTICLE IV.

COVENANTS AND AGREEMENTS

Section 4.1 Conduct of Business by the Company Pending the Arrangement. During the period from the date of this Agreement to the earlier of the Closing and the termination of this Agreement in accordance with Section 6.1 hereof (the “Interim Period”), except as (a) otherwise contemplated or permitted by this Agreement, (b) required by Law, (c) disclosed in Section 4.1 of the Company Disclosure Letter or (d) consented to in writing by the Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned, the Company shall, and shall cause each Company Subsidiary to, use commercially reasonable efforts (i) to carry on their respective businesses in the Ordinary Course, (ii) to maintain and preserve substantially intact their respective current business organizations, (iii) to retain the services of their respective current officers and key employees and key contractors, (iv) to, as applicable, preserve their goodwill and relationships with patients, landlords, suppliers and others having business dealings with them, and (v) to preserve their assets and properties in good repair and condition (normal wear and tear excepted). Notwithstanding the foregoing provisions of this Section 4.1, the Company shall not be deemed to have failed to satisfy its obligations under the first sentence of this Section 4.1 to the extent such failure resulted from the Company’s failure to take any action prohibited by the below clauses (a) through (t) of this Section 4.1 if the Company had requested but not received the prior written consent of the Purchaser to take such action. Without limiting the generality of the foregoing, during the Interim Period, the Company will not and the Company shall cause each Company Subsidiary not to (except as expressly permitted by this Agreement, or as expressly contemplated by the Transactions, as required by Law, as set forth in Section 4.1 of the Company Disclosure

Letter or to the extent that the Purchaser shall otherwise consent in writing, which consent shall not be unreasonably withheld, delayed or conditioned):

(a) amend its Constatng Documents;

(b) except as set forth in Section 4.1(b) of the Company Disclosure Letter, authorize for issuance, issue, sell, deliver or agree or commit to issue, sell or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any shares of any class or any other securities or rights convertible into or exercisable or exchangeable for any shares, or other securities except for (i) Ordinary Course issuances of Subordinate Voting Shares and/or Company Incentive Awards under the Company Equity Incentive Plan in respect of the acquisition of dental practices permitted under Section 4.1(j), (ii) the issuance of Company Shares issuable pursuant to and in accordance with the terms of the Company Incentive Awards listed in Section 3.1(b)(ii) of the Company Disclosure Letter and the Company Equity Incentive Plan, (iii) the issuance of Deferred Share Units to directors in the Ordinary Course, and (iv) the transfer of shares of one of its Subsidiaries to another one of its Subsidiaries or an issuance of securities by a Subsidiary of the Company to the Company or another Subsidiary of the Company;

(c) except as set forth in Section 4.1(c) of the Company Disclosure Letter and as may be expressly permitted by Section 4.1(b): (i) split, combine, subdivide or reclassify any of its shares or the shares of any Company Subsidiary, declare, set aside or pay any dividend or other distribution (whether in cash, shares, partnership interests or other equity interests or property or any combination thereof) other than Permitted Dividends (including the issuance of dividend equivalents in respect of outstanding Restricted Share Units, Performance Share Units and Deferred Shares Units in accordance with the terms of the Company Equity Incentive Plan and Company DSU Plan in connection with such Permitted Dividends) or amend the terms of any of its respective securities in any manner, (ii) redeem, repurchase or otherwise acquire, directly or indirectly, any of its securities or any securities of any Company Subsidiary except in the case of this clause (ii) as may be required pursuant to the terms of the Company Incentive Awards listed in Section 3.1(b)(iii) of the Company Disclosure Letter, or (iii) enter into any Contract with respect to the voting or registration of any shares or equity interest of the Company or any Company Subsidiary;

(d) subject to the provisions of Section 4.4 and except as set forth in Section 4.1(d) of the Company Disclosure Letter, authorize, recommend, propose or announce an intention to adopt, or effect, or adopt or effect a plan of complete or partial liquidation, dissolution, arrangement, amalgamation, merger, consolidation, restructuring, recapitalization or other reorganization;

(e) (i) create, incur, assume, refinance or guarantee any Indebtedness for borrowed money or issue any debt securities, or create, assume or guarantee any Indebtedness of any Person, except for Ordinary Course borrowings and guarantees under the Company Credit Facility (which, for the avoidance of doubt, shall be fully repaid on or prior to the Effective Date in connection with the payoff and termination of the Company Credit Facility), (ii) create, incur, assume, refinance or guarantee any Indebtedness in respect of interest rate, currency or other swaps, hedges or similar derivative arrangements, except in the Ordinary Course to the extent

unsecured and, for the avoidance of doubt, unrelated to the transactions contemplated by this Agreement, (iii) prepay, refinance or amend any Indebtedness, except for (A) repayments under the Company's existing credit facilities, including the Company Credit Facility, in the Ordinary Course, and (B) mandatory payments under the terms of any Indebtedness in accordance with its terms or (iv) make loans, advances or capital contributions to or investments in any Person;

(f) create or suffer to exist any Lien (other than Permitted Liens) on shares or other equity interests of the Company or any Company Subsidiary;

(g) except as set forth in Section 4.1(g) of the Company Disclosure Letter, as required by Law, as required by the terms of any Company Benefit Plan, or as expressly otherwise contemplated by this Agreement, (i) enter into, adopt, amend in any material respect or terminate any Company Benefit Plan, (ii) enter into, adopt, amend or terminate any agreement, arrangement, plan or policy between the Company or any Company Subsidiary and one or more of their directors or executive officers, (iii) except for (A) annual increases in the Ordinary Course (i.e., as part of the regular annual review of, and adjustments to, compensation and fringe benefits) for Employees who are not executive officers or senior management of the Company, and (B) increases in the Ordinary Course (i.e., as part of the regular review of, and adjustments to, compensation and fringe benefits) for Regulated Dental Professionals who are dentists (which, which for certainty, shall not occur more than once annually in respect of any individual Regulated Dental Professional), increase in any manner the compensation or fringe benefits of any officer, director, Employee or Independent Contractor, (iv) grant to any officer, director, Employee or Independent Contractor the right to receive any new severance, change of control or termination pay or termination benefits or any increase in the right to receive any severance, change of control or termination pay or termination benefits, (v) except in connection with hiring or engaging new Regulated Dental Professionals and Employees who are not executive officers or senior management of the Company in the Ordinary Course, enter into any new employment, loan, retention, consulting, indemnification, termination or similar agreement, (vi) except as required by a Company Benefit Plan or other Contract in effect as of the date of this Agreement that has been made available to the Purchaser, as permitted under Section 4.1(b)(i) or in the Ordinary Course in connection with any increase of compensation or fringe benefits permitted pursuant to Section 4.1(g)(iii)(B), grant or increase in any manner any awards under any bonus, incentive, performance or other compensation plan or arrangement or Company Benefit Plan (including the grant of Restricted Share Units, Performance Share Units, Share Options or Company Legacy Options), (vii) hire any new Employee or engage any new Independent Contractor (excluding Regulated Dental Professionals who are dentists and who are hired in the Ordinary Course) other than with respect to Employees or Independent Contractors with prospective aggregate compensation of not more than *[REDACTED – COMMERCIAL SENSITIVE INFORMATION]* per year, (viii) terminate any Employee or Independent Contractor (excluding Regulated Dental Professionals who are dentists and who are terminated in the Ordinary Course) without cause, other than with respect to Employees or Independent Contractors with aggregate compensation of not more than *[REDACTED – COMMERCIAL SENSITIVE INFORMATION]* per year, or (ix) take any action to fund or in any other way secure the payment of compensation or benefits under any employee plan, agreement, contract or arrangement or Company Benefit Plan;

(h) other than sales of inventory to customers in the Ordinary Course, (i) sell, pledge, dispose of, transfer, lease, license, abandon, grant a security interest in or encumber (other than Permitted Liens) any material Intellectual Property, personal property, equipment or assets (other than as set forth in clause (ii) below) of the Company or any Company Subsidiary, or (ii) except in connection with the incurrence of any Indebtedness permitted to be incurred by the Company pursuant to Section 4.1(e), sell, transfer, pledge, dispose of, lease, license or encumber any real property other than execution of easements, covenants, rights of way, restrictions and other similar instruments in the Ordinary Course that, individually or in the aggregate, would not reasonably be expected to materially impair the existing use, operation or value of, the property or asset affected by the applicable instrument;

(i) except as may be required as a result of a change in Law or in IFRS (of which the Company shall promptly notify the Purchaser), make any material change in any accounting principles or accounting practices;

(j) acquire (including by merger, consolidation or acquisition of shares or assets) any interest in any Person (or equity interests thereof) or any assets, real property, personal property, equipment, business or other rights (whether by merger, share purchase, asset purchase or otherwise), other than (i) acquisitions of personal property and equipment in the Ordinary Course, (ii) any other Ordinary Course acquisitions of assets or businesses (excluding real property) for consideration that is not in excess of *[REDACTED – COMMERCIALLY SENSITIVE INFORMATION]* for any individual acquisition or *[REDACTED – COMMERCIALLY SENSITIVE INFORMATION]* for all such acquisitions in the aggregate; or (iii) in connection with acquisitions listed in Section 4.1(j) of the Company Disclosure Letter;

(k) file any material Tax Return inconsistent with past practice, or amend any material Tax Return, make, change or revoke any material Tax election, settle or compromise any material Tax claim, assessment or reassessment by any Governmental Entity, change an annual accounting period, adopt or change any accounting method with respect to Taxes in any material respects, enter into any closing agreement with a Governmental Entity, surrender any right to claim a refund of a material amount of Taxes or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment;

(l) settle or compromise any claim, suit or proceeding (whether or not commenced prior to the date of this Agreement), except for (i) settlements or compromises providing solely for payment of amounts less than \$2,500,000 individually or \$5,000,000 in the aggregate (in each case net of any amount covered by insurance or indemnification that is reasonably expected to be received by the Company or any Company Subsidiary), or (ii) claims, suits or proceedings arising from the Ordinary Course operations of the Company involving collection of accounts receivable or personal injury or medical malpractice which are fully covered by adequate insurance (subject to customary deductibles); provided, that in no event shall the Company or any Company Subsidiary settle any Transaction Litigation except in accordance with the provisions of Section 4.3(g);

(m) enter into any agreement or arrangement that limits or otherwise restricts the Company or any Affiliate thereof or successor thereto from engaging or competing in any line of business in which it is currently engaged or currently contemplates to be engaged

or in any geographic area provided that the foregoing shall not restrict the Company or any Company Subsidiary from entering into any real property lease as tenant which contains a “radius restriction” on the relevant tenant thereunder, or a prohibition on uses which may be undertaken by the tenant thereunder in the applicable premises;

(n) enter into any new line of business (excluding, for greater certainty, the expansion of existing lines of business into new geographic territories or markets within Canada, which shall not, in and of itself, be deemed to constitute the entering into of a new line of business) or expand any existing line of business outside of Canada;

(o) except as set forth in Section 4.1(o) of the Company Disclosure Letter, amend in any material respect, terminate or waive compliance with the terms of or breaches under, or assign, or renew or extend (except as may be required under the terms thereof) any Company Material Contract or enter into a new Contract that, if entered into prior to the date of this Agreement, would have been required to be listed in Section 3.1(v)(i) of the Company Disclosure Letter, or otherwise settle, waive, release, assign, forgive or compromise any amount owed to the Company pursuant to the terms of any Company Material Contract;

(p) grant any refunds, credits, or allowances to patients or other customers of the Company and Company Subsidiaries except in the Ordinary Course and that are not, individually or in the aggregate, material to the Company and Company Subsidiaries taken as a whole;

(q) except as set forth in Section 4.1(p) of the Company Disclosure Letter, make, enter into any Contract for or otherwise commit to any capital expenditures; provided, however, that notwithstanding the foregoing, but subject to the provisions of Section 4.1(o) above, the Company and the Company Subsidiaries shall be permitted to make, enter into Contracts for or otherwise commit to up to 115% of the capital expenditures set forth in the Capital Expenditure Budget for such period;

(r) abandon or fail to diligently pursue any application for any material Authorizations, leases, permits or registrations or take any action, or fail to take any action, that would reasonably be expected to lead to the termination of any material Authorizations, leases, permits or registrations;

(s) fail to use commercially reasonable efforts to maintain in full force and effect the existing insurance policies or to replace such insurance policies with comparable insurance policies covering the Company or any Company Subsidiary and their respective properties, assets and businesses; and

(t) authorize or enter into any Contract or arrangement to do any of the actions prohibited by Section 4.1(a) through Section 4.1(p).

Nothing contained in this Agreement shall give the Purchaser, directly or indirectly, the right to control or direct the operations of the Company or any Company Subsidiary prior to the Effective Time. Prior to the Effective Time, the Company and the Company Subsidiaries shall exercise, consistent with the terms and conditions of this Agreement, complete unilateral control and supervision over their business operations.

Section 4.2 Access to Information

(a) During the Interim Period, the Company shall, and shall cause each Company Subsidiary to, (i) give the Purchaser and its authorized Representatives reasonable access during normal business hours, and upon at least 48 hours' advance notice, to all properties, facilities, personnel and books and records of the Company and each Company Subsidiary in such a manner as not to interfere unreasonably with the operation of any business conducted by the Company or any Company Subsidiary and (ii) permit such inspections as the Purchaser may reasonably require and promptly furnish the Purchaser with such financial and operating data and other information with respect to the business, properties and personnel of the Company and each Company Subsidiary as the Purchaser may reasonably request, in each case for the purposes of fulfilling its obligations under this Agreement, implementing and consummating the Transactions, post-closing integration planning, regulatory compliance and, to the extent applicable, completing any Restructuring Transaction; provided that all such access shall be coordinated through the Company or its designated Representatives, in accordance with such reasonable procedures as they may establish; and provided further that the Company shall not be required to (or to cause any Company Subsidiary to) afford such access or furnish such information to the extent that the Company believes in good faith that doing so would: (A) result in the loss of attorney-client privilege; (B) violate any obligations of the Company or any Company Subsidiary with respect to confidentiality to any third party or otherwise breach, contravene or violate any then effective Contract to which the Company or any Company Subsidiary is party; or (C) breach, contravene or violate any applicable Law (provided that the Company shall use commercially reasonable efforts to allow for such access or disclosure in a manner that does not result in the events set out in clauses (A) through (C)). No investigation under this Section 4.2(a) or otherwise shall affect the representations, warranties, covenants or agreements of the Company or the conditions to the obligations of the Parties under this Agreement and shall not limit or otherwise affect the rights or remedies available hereunder.

(b) Each of the Parties hereto acknowledges that the Confidentiality Agreement entered into between the Company and GTCR LLC, dated July 2, 2025 (the "Confidentiality Agreement") continues to apply and that it will hold and will cause its authorized Representatives to hold in confidence all documents and information concerning the Company and the Company Subsidiaries made available in connection with the Arrangement pursuant to the terms of the Confidentiality Agreement; provided that the Purchaser and its Representatives may disclose "Confidential Information" (as defined in the Confidentiality Agreement), subject to the confidentiality and use restrictions applicable to "Recipient's Representatives" (as defined in the Confidentiality Agreement) set forth in the Confidentiality Agreement to the Purchaser's *bona fide* prospective and actual third party lenders who are, or who are sought to be, engaged to provide debt financing for the Arrangement (and their respective Affiliates, agents and advisors).

Section 4.3 Appropriate Action; Consents; Filings.

(a) Each of the Company, the Purchaser and the Parent shall: (i) give the other Parties prompt notice of the making or commencement of any request, inquiry, investigation, action or legal proceeding by or before any Governmental Entity with respect to the Arrangement; (ii) keep the other Parties informed as to the status of any such request, inquiry, investigation, action or legal proceeding; (iii) promptly inform the other Parties of any substantive

communication to or from any Governmental Entity or third party regarding the Arrangement; (iv) promptly furnish the other with copies of notices or other communications received by the Purchaser, the Parent or the Company, as the case may be, or any of their respective Subsidiaries, from any third party or any Governmental Entity with respect to the transactions contemplated by this Agreement, except to the extent of competitively or commercially sensitive information, in which case, such competitively sensitive and/or commercially sensitive information will be provided only to the external legal counsel or external expert of the other and shall not be shared by such counsel or expert with any other Person; and (v) respond as promptly as reasonably practicable to any inquiries or requests received from a Governmental Entity in connection with the transactions contemplated by this Agreement, including in respect of the Competition Act Approval and Investment Canada Act Approval. Each Party hereto will have the right to review in advance, and each of them will consult and cooperate with the other Parties and will consider in good faith the views of the other Parties in connection with, any filing, analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with the transactions contemplated by this Agreement, and will provide the other Party with final copies thereof. In addition, except as may be prohibited by any Governmental Entity or by any Law, in connection with any such request, inquiry, investigation, action or legal proceeding, each Party hereto will permit authorized Representatives of the other to be present at each call, meeting or conference relating to such request, inquiry, investigation, action or legal proceeding and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any Governmental Entity in connection with such request, inquiry, investigation, action or legal proceeding.

(b) Subject to the terms and conditions of this Agreement, each Party hereto will use reasonable best efforts to consummate the Arrangement, to obtain the Competition Act Approval and the Investment Canada Act Approval (or to cause same to be obtained) and to cause to be satisfied all conditions precedent to its obligations under this Agreement including, in each case consistent with the foregoing, (i) preparing and filing as promptly as practicable with the objective of being in a position to consummate the Arrangement as promptly as practicable following the date of the Securityholder Meeting, all documentation to effect all necessary or advisable applications, notices, petitions, filings, and other documents and to obtain as promptly as practicable all consents, waivers, licenses, orders, registrations, approvals, permits, rulings, authorizations and clearances necessary or advisable to be obtained from any Governmental Entity or third party in connection with the transactions contemplated by this Agreement, including any that are required to be obtained under any federal, provincial, territorial, state or local Law (including filings required in order to obtain Investment Canada Act Approval and Competition Act Approval) or Company Material Contract to which the Company or any Company Subsidiary is a party or by which any of their respective properties or assets are bound, (ii) defending all lawsuits or other legal proceedings against it or any of its Affiliates relating to or challenging this Agreement or the consummation of the Arrangement (“Transaction Litigation”), and (iii) effecting all necessary or advisable registrations and other filings required under Securities Laws or any other federal, provincial, territorial, state or local Law relating to the Arrangement.

(c) The Company shall use its reasonable best efforts to provide, obtain and maintain all third party or other notices, consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (i) required in connection with the

transactions contemplated by this Agreement, the Purchaser's structuring in connection with such transactions and/or the Purchaser's financing thereof, (ii) necessary or required under any Company Material Contract in order to maintain such Company Material Contract in full force and effect following completion of the Arrangement, or (iii) otherwise reasonably requested by the Purchaser in connection with the transactions contemplated by this Agreement, in each case, on terms that are satisfactory to the Purchaser, acting reasonably and without paying, and without committing itself or the Purchaser to pay, any consideration or incurring any liability or obligation without the prior written consent of the Purchaser (it being expressly agreed by the Purchaser that no such consent, waiver, permit, exemption, order, approval, agreement, amendment or confirmation shall be a condition to the closing of the Arrangement).

(d) Without limiting the generality of Section 4.3(b) and Section 4.3(c), within 20 Business Days after the date of this Agreement, (i) the Purchaser shall file an application for an Advance Ruling Certificate or No-Action Letter under the Competition Act in respect of the transactions contemplated by this Agreement; (ii) unless otherwise agreed by the Parties, the Purchaser and the Company shall each file a pre-merger notification pursuant to Part IX of the Competition Act; and (iii) the Purchaser shall file an application for review under the Investment Canada Act with the Foreign Investment Review and Economic Security Branch of Innovation, Science and Economic Development Canada. Thereafter, within a further 15 Business Days, the Purchaser shall submit proposed written undertakings to His Majesty in right of Canada in a form and with the content that is customary for transactions of this nature. Subject to the terms and conditions of this Agreement, each Party hereto will use reasonable best efforts to submit all supplemental filings, submissions, documentation and information that are necessary or advisable to obtain the Competition Act Approval and Investment Canada Act Approval, and to promptly respond to the Commissioner's or the Minister's requests for additional information or documentation in respect of the Transactions. Notwithstanding the foregoing, the Purchaser shall be entitled to direct and control all communications, strategy and defense of the Transactions as relating to the Competition Act Approval and the Investment Canada Act Approval.

(e) With respect to the Competition Act Approval, the Purchaser shall use its best efforts to obtain the Competition Act Approval, including but not limited to proposing, negotiating, accepting, agreeing to and/or effecting, by consent agreement or otherwise, (i) the sale, assignment, amendment, license, separate holding, divestiture, disposition or termination of any assets, properties, products, businesses, contracts, licenses or financial arrangements of either the Purchaser, the Parent or any of their respective Subsidiaries, or the Company or any of its Subsidiaries, (ii) any behavioral or other remedy or undertaking imposing conditions, restraints, amendments or limitations on the assets, properties, products, businesses, contracts, licenses or financing arrangements of either the Purchaser, the Parent or any of their respective Affiliates, or the Company or any of its Subsidiaries, or (iii) any other arrangement relating to the Business of the Company or any of its Subsidiaries as may be necessary to obtain the Competition Act Approval prior to the Outside Date; provided that any such actions are conditional upon completion of the Transactions.

(f) With respect to the Investment Canada Act Approval, Purchaser shall use its best efforts to resolve any objections and avoid or eliminate each and every impediment asserted by the Foreign Investment Review and Economic Security Branch of Innovation, Science and Economic Development Canada, including but not limited to

(i) proposing, negotiating, accepting, agreeing to and/or effecting written undertakings in a form and with content that is customary and reasonable for transactions of this nature and (ii) negotiating in good faith revised undertakings, if necessary, that account for the reasonable comments and recommendations of the Foreign Investment Review and Economic Security Branch of Innovation, Science and Economic Development Canada; provided that (A) any such undertakings are conditional upon completion of the Transactions and (B) any such undertakings are approved by the Company in writing (which shall not be unreasonably withheld, conditioned or delayed).

(g) Subject to applicable Law, each of the Company and the Purchaser shall keep the other reasonably informed regarding any Transaction Litigation unless doing so would, in the reasonable judgement of such Party, jeopardize any privilege of such Party or any of its Subsidiaries with respect thereto. Subject to applicable Law, the Company shall promptly advise the Purchaser orally and in writing of the initiation of and any material developments regarding, and shall reasonably consult with and permit the Purchaser and its Representatives to participate in the defense, negotiations or settlement of, any Transaction Litigation, and the Company shall give consideration to the Purchaser's advice with respect to such Transaction Litigation. The Company shall not, and shall not permit any Company Subsidiaries nor any of its or their Representatives to, compromise, settle or come to a settlement arrangement regarding any Transaction Litigation or consent thereto unless the Purchaser shall otherwise consent in writing (which shall not be unreasonably withheld, conditioned or delayed).

(h) Prior to the Effective Date, the Company shall cooperate with the Purchaser and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the TSX to cause the delisting of the Subordinate Voting Shares from the TSX as promptly as practicable after the Effective Time and for the Company to cease to be a reporting issuer under Securities Laws as promptly as practicable after such delisting.

(i) Notwithstanding any other provision of this Agreement, each of the Purchaser and the Company shall not, and shall cause their respective Subsidiaries not to, enter into, or agree to enter into, any agreement to acquire any business, operations or assets (or any interest therein) or take any other action, whether directly or indirectly, after the date of this Agreement until the earlier of the termination of this Agreement or the Effective Date, that would be reasonably likely to (i) materially delay the obtaining of, or result in not obtaining, the Competition Act Approval or the Investment Canada Act Approval prior to the Outside Date, (ii) materially increase the risk of any Governmental Entity undertaking a materially more significant or longer review of the Transactions, requiring commitments for approval of the Transactions or entering an order prohibiting the consummation of the Transactions, including the Arrangement, (iii) materially increase the risk of not being able to have vacated, lifted, reversed or overturned any such order on appeal or otherwise, or (iv) otherwise prevent or materially delay the consummation of the Transactions, including the Arrangement.

(j) No Party shall extend or consent to any extension of any applicable waiting or review period or enter into any agreement with a Governmental Entity not to consummate the Transactions, except upon the prior written consent of Company (upon the

request of the Purchaser) or the Purchaser (upon the request of the Company), which in all cases shall not be unreasonably withheld, conditioned or delayed.

(k) The Purchaser shall pay any filing fees payable to any Governmental Entity in connection the Competition Act Approval and the Investment Canada Act Approval.

Section 4.4 Solicitation; Acquisition Proposals; Adverse Recommendation Change.

(a) Subject to the other provisions of this Section 4.4, (i) from and after the date of this Agreement, the Company agrees that it shall, and shall cause each of the Company Subsidiaries and its and their officers, trustees and directors to, and shall direct its and their other Representatives to, immediately cease any solicitations, discussions, negotiations or communications with any Person that may be ongoing with respect to any Acquisition Proposal and (ii) during the Interim Period, the Company agrees that it shall not, and shall cause each of the Company Subsidiaries and its and their officers, trustees and directors not to, and shall not authorize and shall direct its and their other Representatives, not to, directly or indirectly through another Person, (A) solicit, initiate, knowingly encourage or knowingly facilitate any inquiry, discussion, offer or request that constitutes, or could reasonably be expected to lead to, an Acquisition Proposal (an “Inquiry”), (B) engage in any discussions or negotiations regarding, or furnish to any third party any non-public information in connection with, or knowingly facilitate in any way any effort by, any third party in furtherance of any Acquisition Proposal or Inquiry, (C) approve or recommend an Acquisition Proposal; provided that the Company may (i) advise any Person of the restrictions in this Agreement; (ii) communicate with any Person for the purposes of clarifying the terms of any such inquiry, offer or request; and/or (iii) advise any Person making an Acquisition Proposal that the Company Board (or the Special Committee) has determined that such Acquisition Proposal does not constitute or is not reasonably expected to constitute or lead to a Superior Proposal, or (D) enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, arrangement agreement, merger agreement, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or other similar definitive agreement (other than an Acceptable Confidentiality Agreement) providing for or relating to an Acquisition Proposal or requiring the Company to abandon, terminate or fail to consummate the transactions contemplated by this Agreement (any of the foregoing referred in this clause (D), an “Alternative Acquisition Agreement”).

(b) Notwithstanding anything to the contrary in Section 4.4(a) but subject to the Company’s compliance with the provisions of this Section 4.4 or any other provision of this Agreement, at any time prior to obtaining the Company Securityholder Approval, the Company may, directly or indirectly, through any Representative, in response to an unsolicited written *bona fide* Acquisition Proposal by a third party made after the date of this Agreement (that did not result from a material breach of this Section 4.4) (i) furnish or provide access to such third party non-public information, properties, facilities, technology, books or records of the Company or the Company Subsidiaries (and such third party’s Representatives) making such Acquisition Proposal (provided, however, that (A) prior to so furnishing or providing access to such information, the Company receives from the third party an executed confidentiality agreement on customary terms no more favourable in any material respect to such Person than the Confidentiality Agreement (such confidentiality agreement, an “Acceptable Confidentiality Agreement”); provided that such agreement may permit the counterparty to make

a confidential Acquisition Proposal that may constitute a Superior Proposal to the Company Board (or the Special Committee), and (B) any non-public information concerning the Company or the Company Subsidiaries that is provided to such third party (or its Representatives) shall, to the extent not previously provided to the Purchaser, be provided to the Purchaser as promptly as practicable after providing it to such third party (and in any event within 48 hours thereafter)), and (ii) engage in discussions or negotiations with such third party (and such third party's Representatives) with respect to the Acquisition Proposal if, in the case of each of clauses (i) and (ii) the Company Board determines in good faith, after consultation with outside legal counsel and financial advisors, that such Acquisition Proposal constitutes or could reasonably be expected to lead to a Superior Proposal.

(c) If the Company is entitled, pursuant to Section 4.4(b), to engage in discussions or negotiations with a Person or group of Persons making an Acquisition Proposal, the Company Board may (i) so advise any Rollover Shareholder, any Company Shareholder party to a Voting Support Agreement and any other Company Shareholder who in the Company's reasonable belief owns or controls 1% or more of the Company Shares, (ii) provided that the Company has complied with its notification obligations to the Purchaser pursuant to this Section 4.4, engage in or participate in discussions or negotiations with such Persons and, no earlier than providing the same written information to the Purchaser, provide written information and related documents to such Person in response to a request for information made by such Persons, for the purpose of determining whether such Person, in its capacity as a Company Shareholder, would be likely to (A) support and vote in favour of such Acquisition Proposal and (B) enter into agreements in respect of the Acquisition Proposal including, for greater certainty, agreements relating to voting support and rollover or reinvestment of any securities or the proceeds thereof, as applicable, and related to governance matters and, if applicable, future employment or other role of such Person or its beneficial owners; provided that, for greater certainty, the foregoing shall not in any way restrict the Company, the Company Board or the Special Committee from engaging or participating in any discussions or negotiations with, or providing any information to, any such Person or its beneficial owner in their capacity as a director or officer of the Company. For the avoidance of doubt, the Company may so engage or participate in discussions or negotiations with, or so provide information to, any Rollover Shareholder, any Company Shareholder party to a Voting Support Agreement and any other Company Shareholder who in the Company's reasonable belief beneficially owns or controls 1% or more of the Company Shares on more than one occasion upon any amendment to any Acquisition Proposal or receipt of another Acquisition Proposal, provided that the Company is entitled, pursuant to Section 4.4(b), to engage in such discussions or negotiations or provide such information, as the case may be.

(d) The Company shall notify the Purchaser promptly (but in no event later than 24 hours) after receipt of any Acquisition Proposal or any request for non-public information relating to the Company or any Company Subsidiary by any third party that informs the Company that it is considering making, or has made, an Acquisition Proposal, or any Inquiry from any Person seeking to have discussions or negotiations with the Company relating to a possible Acquisition Proposal. Such notice shall be made orally and confirmed in writing, and shall identify the Person making such Acquisition Proposal or Inquiry and shall indicate the material terms and conditions of any Acquisition Proposals, Inquiries, proposals or offers, to the extent known (including, if applicable, providing copies of any written Inquiries, requests,

proposals or offers and any proposed agreements related thereto, which may be redacted to the extent necessary to protect confidential information of the business or operations of the Person making such Acquisition Proposals, Inquiries, proposals or offers). The Company shall also promptly, and in any event within 24 hours, notify the Purchaser, orally and in writing, if it enters into discussions or negotiations concerning any Acquisition Proposal or provides nonpublic information to any Person in accordance with Section 4.4(b), notify the Purchaser of any change to the financial and other material terms and conditions of any Acquisition Proposal and otherwise keep the Purchaser reasonably informed of the status and terms of any such proposals, offers, discussions or negotiations on a current basis, including by providing a copy of all proposals, offers, drafts of proposed agreements or correspondence relating thereto. Neither the Company nor any Company Subsidiary shall, after the date of this Agreement, enter into any confidentiality or similar agreement that would prohibit it from providing such information to the Purchaser.

(e) Except as permitted by this Section 4.4(e), neither the Company Board nor any committee thereof (including the Special Committee) shall (i) withhold, withdraw, modify or qualify in any manner adverse to the Purchaser (or publicly propose to withhold, withdraw, modify or qualify in a manner adverse to the Purchaser), the Company Board Recommendation, (ii) approve, adopt or recommend (or publicly propose to approve, adopt or recommend) any Acquisition Proposal, (iii) fail to include the Company Board Recommendation in the Company Circular (any of the actions described in clauses (i), (ii) and (iii) of this Section 4.4(e), an “Adverse Recommendation Change”), or (iv) approve, adopt, declare advisable or recommend (or agree, resolve or propose to approve, adopt, declare advisable or recommend), or cause or permit the Company to enter into, any Alternative Acquisition Agreement (other than an Acceptable Confidentiality Agreement entered into in accordance with this Section 4.4). Notwithstanding anything to the contrary set forth in this Agreement, at any time prior to obtaining the Company Securityholder Approval, the Company Board shall be permitted to effect an Adverse Recommendation Change if the Company Board has received an unsolicited written *bona fide* Acquisition Proposal (and the Company is not in breach of this Section 4.4 in any material respect) that, in the good faith determination of the Company Board, after consultation with outside legal counsel and financial advisors, constitutes a Superior Proposal, after having complied with, and giving effect to all of the adjustments which may be offered by the Purchaser pursuant to Section 4.4(f), and such Acquisition Proposal is not withdrawn.

(f) The Company Board shall only be entitled to effect an Adverse Recommendation Change prior to obtaining the Company Securityholder Approval as permitted under Section 4.4(e) if (i) the Company is not in breach of this Section 4.4 in any material respect and has provided prior written notice (a “Notice of Change of Recommendation”) to the Purchaser that the Company Board intends to take such action, identifying the Person making the Superior Proposal and describing the material terms and conditions of the Superior Proposal that is the basis of such action, including, if applicable, copies of any written proposals or offers and any proposed agreements related to a Superior Proposal (it being agreed that the delivery of the Notice of Change of Recommendation by the Company shall not constitute an Adverse Recommendation Change); (ii) during the five Business Day period following the Purchaser’s receipt of the Notice of Change of Recommendation, the Company shall, and shall cause its Representatives to, negotiate with the Purchaser in good faith (to the extent the Purchaser desires to negotiate) to make such adjustments in the terms and conditions of this Agreement, so that such Superior Proposal ceases to constitute a Superior Proposal; and (iii) following the end of the five Business

Day period, the Company Board shall have determined in good faith, after consultation with outside legal counsel and financial advisors, taking into account any changes to this Agreement proposed in writing by the Purchaser in response to the Notice of Change of Recommendation or otherwise, that the Superior Proposal giving rise to the Notice of Change of Recommendation continues to constitute a Superior Proposal. Any amendment to the financial terms or any other material amendment of such a Superior Proposal shall require a new Notice of Change of Recommendation, and the Company shall be required to comply again with the requirements of this Section 4.4(f).

(g) If the Company provides the Purchaser with a Notice of Change of Recommendation on a date that is five Business Days or less prior to the scheduled date of the Securityholder Meeting, then the Company may (or at the Purchaser's request, will) postpone or adjourn the Securityholder Meeting to a date that is not later than the earlier of ten Business Days after the previously scheduled date of the Securityholder Meeting and the tenth Business Day prior to the Outside Date; provided, however, that without the prior written consent of the Purchaser, in no event shall the Securityholder Meeting be held on a date that is more than 30 days after the date for which the Securityholder Meeting was originally scheduled.

(h) Nothing contained in this Section 4.4 or elsewhere in this Agreement shall prohibit the Company or the Company Board, directly or indirectly through their respective Representatives, from making any disclosure to the securityholders of the Company if the Company Board determines in good faith, after consultation with outside legal counsel, that the failure to make such disclosure would reasonably be expected to be inconsistent with the directors' duties under applicable Law (for the avoidance of doubt, it being agreed that the issuance by the Company or the Company Board of a "stop, look and listen" statement pending disclosure of its position shall not constitute an Adverse Recommendation Change) or is required by applicable Law; provided, however, that neither the Company nor the Company Board shall be permitted to recommend that the shareholders of the Company tender any securities in connection with any take-over bid that is an Acquisition Proposal or effect an Adverse Recommendation Change with respect thereto, except as permitted by Section 4.4(e). In addition, nothing contained in this Agreement shall prevent the Company or the Company Board from calling and/or holding a meeting of Company Shareholders requisitioned by Company Shareholders in accordance with the BCBCA or ordered to be held by a court in accordance with applicable Laws, in each case upon prior notice to and consultation with the Purchaser.

(i) The Company shall not, and shall not permit any Company Subsidiary to, terminate, waive, amend or modify any provision of any standstill or confidentiality agreement to which the Company or any Company Subsidiary is a party, except to allow the applicable party to make a confidential Acquisition Proposal to the Company Board. For greater certainty, in no event shall the automatic termination, in accordance with its terms, of any such standstill or confidentiality agreement upon the execution and delivery of this Agreement be considered a violation of this Section 4.4(i).

Section 4.5 Resignations. The Company shall use commercially reasonable efforts to obtain and deliver to the Purchaser at the Closing evidence reasonably satisfactory to the Purchaser of the resignation or removal effective as of the Effective Time, of those directors (or persons occupying similar positions in any limited liability company or other entity) of the Company or

any Company Subsidiary designated by the Purchaser to the Company in writing at least three Business Days prior to the Effective Date. For the avoidance of doubt, if the person is also an officer or employee of the Company the resignation or removal of any such person shall not constitute a resignation or termination of such person's employment with the Company or any Company Subsidiary, as applicable, for any purpose, and shall not affect any rights that such person may have with respect to severance payments and benefits in the event of a termination of the person's employment in connection with a change in control of the Company or any Company Subsidiary.

Section 4.6 Public Announcements. The Parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the Arrangement and shall not issue any such press release or make any such public statement without the prior consent of the other Party; provided, however, that a Party may, without the prior consent of the other Party, issue such press release or make such public statement as may be required by applicable Law or the applicable rules of any stock exchange or quotation system if the Party issuing such press release or making such public statement has provided the other Party with an opportunity to review and comment (and the Parties shall cooperate as to the timing and contents of any such press release or public statement) upon any such press release or public statement; provided further that such consultation and consent shall not be required with respect to any release, communication or announcement in connection with an Adverse Recommendation Change made in accordance with this Agreement. The Parties acknowledge that the Company will file this Agreement and a material change report relating thereto on SEDAR+, which shall be subject to the immediately preceding sentence and Section 1.4. Subject at all times to compliance with Section 4.4, none of the foregoing shall prevent the Company, the Purchaser or the Parent from making (i) internal announcements to employees and having discussions with their respective shareholders, financial analysts and other stakeholders; or (ii) public announcements in the Ordinary Course that do not relate specifically to this Agreement or the Arrangement, in each case, so long as such announcements and discussions are substantially similar in all material respects with the most recent press releases, public disclosures or public statements made by the Company, the Purchaser or the Parent, respectively, in compliance with this Agreement.

Section 4.7 Directors' and Officers' Indemnification.

(a) From and after the Effective Time, the Purchaser shall cause the Company to, to the fullest extent permitted by applicable Law, indemnify, defend and hold harmless each current or former director or officer of the Company or any of the Company Subsidiaries and each fiduciary under benefit plans of the Company or any of the Company Subsidiaries (each an "Indemnified Party" and collectively, the "Indemnified Parties") against (i) all losses, expenses (including reasonable attorneys' fees and expenses), judgments, fines, claims, damages or liabilities or, subject to the proviso of the next sentence, amounts paid in settlement, arising out of actions or omissions occurring at or prior to the Effective Time (and whether asserted or claimed prior to, at or after the Effective Time) to the extent that they are based on or arise out of the fact that such Person is or was a director, officer or fiduciary under benefit plans, including payment on behalf of or advancement to the Indemnified Party of any expenses incurred by such Indemnified Party in connection with enforcing any rights with respect to such indemnification and/or advancement (the "Indemnified Liabilities"), and (ii) all Indemnified Liabilities to the extent they are based on or arise out of or pertain to the transactions

contemplated by this Agreement, whether asserted or claimed prior to, at or after the Effective Time, and including any expenses incurred in enforcing such Person's rights under this Section 4.7; provided, that (A) the Company shall not be liable for any settlement effected without its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); and (B) except for legal counsel engaged for one or more Indemnified Parties on the date hereof, the Company shall not be obligated under this Section 4.7(a) to pay the fees and expenses of more than one legal counsel (selected by a plurality of the applicable Indemnified Parties) for all Indemnified Parties in any jurisdiction with respect to any single legal action except to the extent that, on the advice of any such Indemnified Party's counsel, two or more of such Indemnified Parties shall have conflicting interests in the outcome of such action. In the event of any such loss, expense, claim, damage or liability (whether or not asserted before the Effective Time), the Company shall pay the reasonable fees and expenses of counsel selected by the Indemnified Parties promptly, and in any event within ten days, after statements therefor are received and otherwise advance to such Indemnified Party upon request, reimbursement of documented expenses reasonably incurred (provided that, if legally required, the person to whom expenses are advanced provides an undertaking to repay such advance if it is determined by a final and non-appealable judgment of a court of competent jurisdiction that such person is not legally entitled to indemnification under applicable Law).

(b) From and after the Closing, the Purchaser shall cause the Company to maintain the Company's directors' and officers' liability insurance policies (accurate and complete copies of which have been previously provided to the Purchaser) in effect on the date hereof (the "D&O Insurance") for a period of not less than six years after the Effective Date; provided that the Company may substitute therefor policies of at least the same coverage and amounts containing terms no less advantageous to such former directors or officers so long as such substitution does not result in gaps or lapses of coverage with respect to matters occurring on or prior to the Effective Time; provided further that in no event shall the Purchaser or the Company be required to pay costs in respect of such policies in an aggregate amount of more than an amount equal to 500% of the current annual premiums paid by the Company for such insurance (the "Maximum Amount") to maintain or procure insurance coverage pursuant hereto; provided further that if the amount of the annual premiums necessary to maintain or procure such insurance coverage exceeds the Maximum Amount, the Purchaser shall cause the Company to procure and maintain for such six-year period as much coverage as can be reasonably obtained for the Maximum Amount. The Purchaser shall have the option to cause coverage to be extended under the Company's D&O Insurance by obtaining a six-year "tail" policy or policies on terms and conditions no less advantageous than the Company's existing D&O Insurance, subject to the limitations set forth in the provisos above in this Section 4.7(b), and such "tail" policy or policies shall satisfy the provisions of this Section 4.7(b).

(c) The obligations of the Purchaser and the Company under this Section 4.7 shall survive the Closing and the consummation of the Arrangement and shall not be terminated or modified in such a manner as to adversely affect any Indemnified Party to whom this Section 4.7 applies (it being expressly agreed that the Indemnified Parties to whom this Section 4.7 applies shall be third party beneficiaries of this Section 4.7, each of whom (including his or her heirs, executors or administrators and his or her Representatives, successors and assigns) may enforce the provisions of this Section 4.7) without the consent of the Indemnified Party (including the successors, assigns and heirs of such Indemnified Party) affected thereby. In

the event that the Company or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving company or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all its properties and assets to any Person, or if the Purchaser dissolves the Company, then, and in each such case, the Purchaser shall cause proper provision to be made so that the successors and assigns of the Company shall assume the obligations set forth in this Section 4.7.

(d) For a period of not less than six (6) years from the Effective Time, the Company shall provide to the Indemnified Parties the same rights to exculpation, indemnification and advancement of expenses as provided to the Indemnified Parties under the provisions of the Company's and the Company Subsidiaries' articles, bylaws or similar organizational documents as in effect as of the date hereof and the Company's articles, bylaws or similar organizational documents shall not contain any provisions contradictory to such rights. The contractual indemnification rights set forth in Section 4.7(d) of the Company Disclosure Letter in existence on the date of this Agreement with any of the current or former directors, officers or employees of the Company or any Company Subsidiary shall be assumed by the Company without any further action, and shall continue in full force and effect in accordance with their terms following the Effective Time.

(e) The provisions of this Section 4.7 are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by contract or otherwise. Nothing in this Agreement, including this Section 4.7, is intended to, shall be construed to or shall release, waive or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to the Company, any Company Subsidiaries or the Indemnified Parties, it being understood and agreed that the indemnification provided for in this Section 4.7 is not prior to, or in substitution for, any such claims under any such policies.

Section 4.8 Employee Matters.

(a) The Employees as of immediately prior to the Effective Time are referred to herein as the "Continuing Employees". Without limiting any additional rights that any Continuing Employee may have under any Company Benefit Plan or under applicable Laws, for a period of not less than twelve (12) months following the Effective Time, the Purchaser shall provide, or cause the Company or a Company Subsidiary to provide, to each Continuing Employee: base salary, annual bonus and employee benefits (excluding, in all cases, any change in control or retention awards, Company Equity Incentive Plan and retiree welfare benefits) that, in each case, are substantially similar in the aggregate to those provided to the Employees immediately prior to the Effective Time, unless otherwise agreed between an Employee and the Company or a Company Subsidiary, including any amendments to a Company Benefit Plan in accordance with this Agreement.

(b) *[REDACTED – COMMERCIALLY SENSITIVE INFORMATION]*.

(c) The provisions of this Section 4.8 are solely for the benefit of the Parties to this Agreement and shall not constitute a guarantee of employment or prevent the Purchaser from causing the Company to terminate the employment of any Employee in

accordance with applicable Law. No provision of this Section 4.8 is intended to, or shall, constitute the establishment or adoption of or an amendment to any Company Benefit Plan. No provision of this Section 4.8 is intended to, or shall limit the right of the Purchaser to, amend or terminate any Company Benefit Plan, subject to applicable Law. Except as otherwise explicitly provided for in this Agreement, no current or former Employee or any other individual associated therewith shall be regarded for any purpose as a third party beneficiary of this Agreement or have the right to enforce the provisions hereof.

Section 4.9 Notification of Certain Matters.

(a) The Company shall give prompt notice to the Purchaser, and the Purchaser shall give prompt notice to the Company, of any notice or other communication received by them or their respective Affiliates from any Governmental Entity in connection with this Agreement, the Arrangement or the other transactions contemplated by this Agreement or from any Person alleging that the consent of such Person is or may be required in connection with the Arrangement or the other transactions contemplated by this Agreement

(b) The Company shall keep the Purchaser reasonably informed concerning any requests made by the Company of another Person for any consents in connection with (i) the transactions contemplated by this Agreement, the Purchaser's structuring in connection with such transactions and/or the Purchaser's financing thereof, (ii) any Company Material Contract, or (iii) that are reasonably requested by the Purchaser pursuant to Section 4.3(c), and shall keep the Purchaser reasonably informed of the status of such consents (including providing copies of all material documentation and written correspondence in connection therewith). The Company shall give prompt notice to the Purchaser of any material notice or other communication received by it or any Company Subsidiary from any such Person whose consent is sought (including providing the Purchaser with copies of all material documentation and written correspondence in connection therewith).

(c) The Company shall give prompt notice to the Purchaser, and the Purchaser and the Parent shall give prompt notice to the Company, if:

(i) any representation or warranty made by them contained in this Agreement becomes untrue or inaccurate such that the applicable closing conditions would reasonably be expected to be incapable of being satisfied by the Outside Date; or

(ii) they fail to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by them under this Agreement;

provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the Parties or the conditions to the obligations of the Parties under this Agreement and shall not limit or otherwise affect the remedies available hereunder to the Party receiving such notice.

(d) The Purchaser may not elect to exercise its right to terminate this Agreement pursuant to Section 6.1(d)(i) [*Breach of Company Representations, Warranties and Covenants*] and the Company may not elect to exercise its right to terminate this Agreement

pursuant to Section 6.1(c)(i) [*Breach of Purchaser Representations, Warranties and Covenants*], unless the Party seeking to terminate this Agreement (the “Terminating Party”) has delivered a written notice (“Termination Notice”) to the applicable other Party (the “Breaching Party”) specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, provided the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date (with any willful breach being deemed to be incurable), the Terminating Party may not exercise such termination right until the earlier of (i) the Outside Date, and (ii) the date that is fifteen (15) Business Days following receipt of such Termination Notice by the Breaching Party, if such matter has not been cured by such date. If the Terminating Party delivers a Termination Notice less than fifteen (15) Business Days prior to the date of the Securityholder Meeting, unless the Parties mutually agree otherwise, the Company shall postpone or adjourn the Securityholder Meeting to the earlier of (A) ten (10) Business Days prior to the Outside Date and (B) the date that is fifteen (15) Business Days following receipt of such Termination Notice by the Breaching Party.

Section 4.10 Other Transactions. The Purchaser shall have the option, in its sole discretion and without requiring the further consent of any of the Company, the Company Board, the Special Committee, any of the Company Subsidiaries or any board of directors, shareholders or partners of the Company or any of the Company Subsidiaries, upon reasonable advance written notice (and in any event at least fifteen (15) Business Days prior to the Effective Date) to the Company setting out a description of any requested Restructuring Transaction(s), to request that the Company, immediately prior to the Closing, perform any reorganization of their corporate structure, capital structure, businesses, operations and assets or any other transactions as the Purchaser may require in writing, acting reasonably (each such reorganization, a “Restructuring Transaction”); provided, that (i) subject to clause (iv) below, the Restructuring Transactions shall be implemented immediately prior to, or as close as possible to, Closing, (ii) none of the Restructuring Transactions shall impair, delay or prevent the Closing or the ability of the Purchaser to obtain any financing related to the Arrangement or be prejudicial to the Company Shareholders in any material respect; (iii) none of the Restructuring Transactions shall require the Company to obtain the approval of Company Shareholders or any other Company securityholders; (iv) neither the Company nor any of the Company Subsidiaries shall be required to take any action in contravention of (A) any of the Company’s Constating Documents or the Constating Documents of any of the Company Subsidiaries, (B) any Company Material Contract, or (C) applicable Law, the Interim Order or Final Order; (v) none of the Restructuring Transactions shall require the directors, officers, employees or agents of the Company or the Company Subsidiaries to take any action in any capacity other than as a director, officer, employee or agent; (vi) any such Restructuring Transactions shall be contingent upon all of the conditions set forth in Article V having been waived or satisfied and receipt by the Company of a written notice from the Purchaser to such effect and that the Purchaser is prepared to proceed immediately with the Closing and any other evidence reasonably requested by the Company that the Closing will occur (it being understood that in any event the Restructuring Transactions have, and will be deemed to have occurred prior to the Closing); (vii) such actions (or the inability to complete the Restructuring Transactions) shall not affect or modify in any respect the obligations of the Purchaser under this Agreement, including the amount of, form of, or timing of payment of the Consideration; (viii) in connection with a Restructuring Transaction, neither the Company nor any of the Company Subsidiaries shall be required to take any such action that would result in the withdrawal or

material modification of the Valuation or either of the Fairness Opinions or would unreasonably interfere with the ongoing operations of the Company or any of the Company Subsidiaries in any material respect; and (ix) neither the Company nor any of the Company Subsidiaries shall be required to take any such action that the Company reasonably determines, after prior consultation with the Purchaser, could result in an amount of Taxes being imposed on, or other adverse Tax consequences to, any Company Shareholder or holder of Restricted Share Units, Performance Share Units, Deferred Share Units, Share Options or Company Legacy Options unless the Company consents to such transaction and such Persons are indemnified by the Purchaser for such incremental Taxes. Any Restructuring Transactions shall be undertaken in the manner (including in the order) specified by the Purchaser. The Purchaser shall use commercially reasonable efforts to provide documentation to implement a Restructuring Transaction reasonably in advance of the Effective Date (and in any event at least five (5) Business Days prior to the Effective Date). In furtherance of the foregoing, each of the Purchaser and the Company shall use its commercially reasonable efforts to effect any necessary amendments to the Plan of Arrangement, if any, to the extent permitted by the Plan of Arrangement or this Agreement to implement any Restructuring Transaction; provided that such amendments do not require approval of the Company Shareholders or any other Company securityholders. Without limiting the foregoing, none of the representations, warranties or covenants of the Company shall be deemed to apply to, or deemed breached or violated by, any of the Restructuring Transactions. The Purchaser shall, promptly upon request by the Company, reimburse the Company for all reasonable out-of-pocket costs incurred by the Company or the Company Subsidiaries in performing their obligations under this Section 4.10, and the Purchaser shall indemnify and hold harmless the Company and the Company Subsidiaries for any and all liabilities, losses, Taxes, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by the Company or any of the Company Subsidiaries arising therefrom (and in the event the Arrangement and the other transactions contemplated by this Agreement are not consummated, the Purchaser shall promptly reimburse the Company for any reasonable out-of-pocket costs incurred by the Company or the Company Subsidiaries not previously reimbursed in connection with or as a result of any Restructuring Transaction (including any unwinding or reversing thereof)). This Section 4.10 shall not apply to, and the Restructuring Transactions shall not include, the transactions contemplated by the Plan of Arrangement or any other actions or transactions required to be taken pursuant to the other Sections of this Agreement.

Section 4.11 Tax Reporting. The Parties shall reasonably cooperate in good faith to determine whether any transaction contemplated by this Agreement, or any transaction that may be considered to be part of the same series of transactions as the transactions contemplated by this Agreement, is a “reportable transaction” (as defined in section 237.3 of the Tax Act), is a “notifiable transaction” (as defined in section 237.4 of the Tax Act), or is otherwise required to be reported to any applicable Governmental Entity under any analogous provision of any comparable Law of any province or territory of Canada, including any transaction subject to mandatory disclosure rules under the *Taxation Act* (Québec). If any Party determines that any such transaction is reportable then it shall so notify all other Parties and the Parties shall reasonably cooperate in good faith (including sharing of draft reporting forms) to make any such report on a timely basis. Notwithstanding the foregoing and for greater certainty, each Party shall be permitted to report

any transaction to an applicable Governmental Entity to the extent that such Party determines, acting reasonably, that such reporting is required by applicable Law.

Section 4.12 Financing Cooperation.

(a) Prior to the Closing, the Company shall use its commercially reasonable efforts to provide, and to cause the Company's and the Company Subsidiaries' Representatives to provide, to the Purchaser, such reasonable cooperation as is customary for financings of the type contemplated by the Debt Commitment Letter or as may be otherwise reasonably requested in writing by the Purchaser in connection with the Purchaser's arrangement of the Debt Financing, including using commercially reasonable efforts to:

(i) furnish the Purchaser and the Debt Financing Sources with any customary pertinent financial information of the Company and the Company Subsidiaries (including financial statements) as may be reasonably requested by the Purchaser in connection with the Debt Financing (including for the purpose of preparing pro forma financial statements); including, for clarity, furnishing such financial, statistical and other pertinent information and projections relating to the Company and the Company Subsidiaries as may be reasonably requested by the Purchaser, to the extent such information and projections are within the Company's and the Company Subsidiaries' control and customarily prepared by or for the Company or the Company Subsidiaries in the Ordinary Course; provided that, notwithstanding anything in this Section 4.11 to the contrary, neither the Company nor any of the Company Subsidiaries will be required to provide any assistance with respect to the preparation of pro forma financial statements and forecasts of financing statements relating to the determination of the proposed aggregate amount of the Debt Financing, the interest rates thereunder or the fees and expenses relating thereto;

(ii) as promptly as reasonably practicable, inform the Purchaser if the Company or the Company Subsidiaries have actual knowledge of any facts that would be reasonably likely to (A) require the restatement of any financial statements provided pursuant to this Section 4.12 in order for such financial statements to comply with IFRS, or (B) result in any financial statements provided pursuant to this Section 4.12 containing any untrue statement of a material fact or omitting to state any material fact regarding the Company or a Company Subsidiary necessary in order to make such financial statements, in light of the circumstances under which the statements contained in the financial statements are made, not misleading;

(iii) (A) assist the Purchaser in connection with the preparation, registration, execution and delivery (but in the case of registration, execution and delivery, solely to the extent any such registration, execution and delivery would only be effective on or after Closing) of any pledge and security documents, mortgages, and currency or interest hedging arrangements, (B) facilitate the delivery of all shares and other certificates representing equity interests in the Company and the Company Subsidiaries to the extent required in connection with the Debt Financing, and otherwise reasonably facilitate the pledging of collateral and granting of security interests in respect of the Debt Financing, it being understood that such documents will not take effect, and such deliveries may not be

made, until the Closing, (C) assist the Purchaser with obtaining any consents associated therewith, and (D) taking all corporate or other organizational action reasonably necessary to permit the consummation of the Debt Financing; provided that no such corporate or other organizational actions will be required to be effective prior to Closing;

(iv) assist in the preparation, execution and delivery of one or more credit agreements, guarantees, certificates (including solvency certificates) and other definitive financing documents as may be reasonably requested by the Purchaser (including furnishing all information relating to the Company and the Company Subsidiaries and their respective businesses to be included in any schedules thereto or in any perfection certificates); provided that the foregoing documentation shall not be required to become effective prior to Closing;

(v) take all corporate actions, subject to the occurrence of the Closing, reasonably requested by the Purchaser to permit the consummation of the Debt Financing; and

(vi) promptly furnish (but in no event later than four (4) Business Days prior to Closing) the Purchaser and the Debt Financing Sources with all documentation and other information about the Company and the Company Subsidiaries as is reasonably requested in writing by the Purchaser or the Debt Financing Sources at least nine (9) Business Days prior to the Closing and required pursuant to any applicable “know-your-customer” and anti-money laundering rules and regulations.

Nothing in this Section 4.12(a) shall require any action that would (1) conflict with or violate any applicable Laws or result in, prior to the Closing, the contravention of, or that would reasonably be expected to result in, prior to the Closing, a material violation or breach of, or default under, or require a waiver or amendment of the terms of, any Company Material Contract, (2) require providing access to or disclosing information that is subject to confidentiality obligations or could result in the loss of privilege (provided that in such instances the Company and the Company Subsidiaries shall inform the Purchaser and the Debt Financing Sources of the general nature of the information being withheld and reasonably cooperate with the Purchaser and the Debt Financing Sources to provide such information, in whole or in part, to the extent and in the manner that would not violate such obligations or result in the loss of such privilege), (3) subject any Person to any personal liability, or (4) subject the Company, any of the Company Subsidiaries or any of their respective agents, officers, directors or employees to liability, require it to bear any cost or expense or to make any other payment or agree to provide any indemnity in connection with the Debt Commitment Letter, the definitive documents related to the Debt Financing, or any information utilized in connection therewith prior to the Closing for which they are not expected to receive reimbursement or indemnity by or on behalf of the Purchaser. For the avoidance of doubt, none of the Company or the Company Subsidiaries or their respective agents, officers, directors or employees shall be required to execute or enter into or perform any agreement, certificate or other document with respect to the Debt Financing contemplated by the Debt Commitment Letter that is not contingent upon the Closing or that would be effective prior to the Closing and no directors of the Company or the Company Subsidiaries that will not be continuing directors, acting in such capacity, shall be required to execute or enter into or perform any agreement, or to pass any resolutions or consents, with respect to the Debt Financing that

would be effective prior to the Closing. If the Closing does not occur and this Agreement is terminated (other than by the Purchaser pursuant to Section 6.1(d)(i) [*Company Breach of Representations or Covenants*]), upon written request by the Company, the Purchaser shall reimburse the Company for all reasonable and documented out-of-pocket costs and expenses (other than, in each case, to the extent such costs and expenses relate to the preparation, review and audit of historical financial information that is not prepared in the Ordinary Course irrespective of this Section 4.12) incurred by the Company or any of the Company Subsidiaries or any of their respective Representatives in good faith in connection with the cooperation of the Company or any of the Company Subsidiaries or any of their respective Representatives contemplated by this Section 4.12(a) and the compliance by the Company or any of the Company Subsidiaries or any of their respective Representatives with the Company's obligations under this Section 4.12(a) (such costs and expenses, "Financing Cooperation Costs"). Nothing in this Section 4.12 or otherwise shall require the Company or any Company Subsidiary to be an issuer or obligor with respect to the Debt Financing prior to the Closing.

(b) The Company and the Company Subsidiaries consent to the reasonable use of their logos in connection with the Debt Financing so long as such logos are used solely in a manner that is not intended to or likely to harm or disparage the Company or the Company Subsidiaries or the reputation or goodwill of the Company or the Company Subsidiaries.

(c) All information provided by the Company or any of the Company Subsidiaries or any of their Representatives pursuant to this Section 4.12 shall be kept confidential and be subject to the terms of the Confidentiality Agreement, except that the Purchaser shall be permitted to disclose such information to the Debt Financing Sources, other potential sources of capital, rating agencies and prospective lenders during syndication and marketing of the Debt Financing or any permitted replacement, amended, modified or alternative financing subject to the potential sources of capital, ratings agencies and prospective lenders and investors entering into customary confidentiality undertakings with respect thereto.

(d) The Company shall deliver to the Purchaser, at least one (1) Business Day prior to the Closing, an executed payoff letter and lien release documentation (including any termination and discharge documents and authorizations) (collectively, the "Payoff Documentation"), each in form and substance reasonably satisfactory to the Purchaser, from the agent or the lenders under the Company Credit Facility relating to the repayment in full of all obligations thereunder, the termination of the Company Credit Facility and all commitments in connection therewith and the release of all Liens securing the obligations thereunder (subject to any customary continuing indemnification provisions for which no claim has been asserted). The Company shall provide the Purchaser with drafts of all Payoff Documentation at least three (3) Business Days prior to Closing.

Section 4.13 Treatment of Company Incentive Awards.

(a) The Parties acknowledge that the Company Incentive Awards shall be treated in accordance with the provisions of the Plan of Arrangement.

(b) Promptly after the Effective Time (but in any event, no later than the first regularly scheduled payroll date that is at least five (5) Business Days following the Closing), the Purchaser shall cause the Company to pay to the holders of Company Incentive Awards, through the payroll systems of the Company with respect to any holders who are Employees or former employees, all amounts required to be paid to the holders of Company Incentive Awards in accordance with the Plan of Arrangement (the “Incentive Award Consideration”), less any Tax withholding required under applicable Law or in accordance with Section 1.9, in respect of such Company Incentive Awards. The Purchaser shall also cause the Company to remit any Taxes withheld under applicable Law or in accordance with Section 1.9 and any other payroll Taxes payable, in each case, in respect of such Company Incentive Awards, to the appropriate Governmental Entities and within the time limits permitted by applicable Laws.

(c) The Parties acknowledge that, in respect of any Incentive Award Consideration paid to a holder of Company Options in respect of the Company Options pursuant to the Plan of Arrangement who is a resident of Canada or who is or was employed in Canada (both within the meaning of the Tax Act): (a) if the deduction under paragraph 110(1)(d) of the Tax Act is otherwise available to the holder of Company Options, the Company shall (i) make an election pursuant to subsection 110(1.1) of the Tax Act, and (ii) provide evidence in writing of such election to such holders of Company Options, in the form(s) prescribed in respect of the Tax Act, and (b) no deduction will be claimed in respect of any such payments in respect of which such an election is made in computing the taxable income of the Company or of any Person not dealing at arm's length with the Company under the Tax Act.

Section 4.14 Financing.

(a) The Purchaser shall use its reasonable best efforts to take, or cause to be taken, all actions, and do, or cause to be done, all things reasonably necessary, proper or advisable to obtain the proceeds of the Equity Financing on the terms and conditions set forth in the Equity Commitment Letter, including maintaining in effect the Equity Commitment Letter. In the event that all conditions contained in the Equity Commitment Letter have been satisfied (or upon funding will be satisfied) or waived, the Purchaser shall use its reasonable best efforts to cause the Equity Financing Sources to fund the Equity Financing required to consummate the Transactions (including by seeking through litigation to enforce its rights under the Equity Commitment Letter). The Purchaser shall use reasonable best efforts to comply with its obligations that are within its control, and enforce its rights, under the Equity Commitment Letter in a timely and diligent manner. The Purchaser shall not, without the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed), permit any amendment, supplement or modification to, or any waiver of any material provision or remedy under, or any assignment of obligations under, or voluntarily replace, or release any party from their obligations under, the Equity Commitment Letter if such amendment, supplement, modification, waiver, assignment, release or voluntary replacement (i) would add new (or adversely modify any existing) conditions to the Equity Commitment Letter or otherwise adversely affect (including with respect to timing) the ability or likelihood of the Purchaser to timely consummate the Transactions or be reasonably expected to make the timely funding of the Equity Financing less likely to occur, (ii) reduce the aggregate amount of the Equity Financing below the amount required to fund the Purchaser's payment obligations under this Agreement, (iii) adversely affect the ability of the Purchaser to enforce its rights against any of the other parties to the Equity

Commitment Letter as so amended, replaced, supplemented or otherwise modified, relative to the ability of the Purchaser to enforce its rights against any of such other parties to the Equity Commitment Letter as in effect on the date hereof or (iv) would otherwise reasonably be expected to prevent, impede or materially delay the consummation of the Arrangement and the Transactions.

(b) The Purchaser shall use its reasonable best efforts to (i) arrange, negotiate and execute the definitive documentation for (the “Debt Financing Agreements”), and obtain the proceeds of, the Debt Financing on the terms and conditions set forth in the Debt Commitment Letter (or such other terms as may be acceptable to the Purchaser and the Debt Financing Sources; provided that such other terms do not contain any conditions precedent to the initial funding of the Debt Financing that are more onerous to the Purchaser than those contained in the Debt Commitment Letter) and (ii) satisfy on a timely basis all conditions applicable to the Purchaser, the Guarantors or their respective Affiliates under the Debt Financing Agreements that are within their control (or, if necessary or deemed advisable by the Purchaser, seek the waiver of conditions contained therein or such definitive agreements related thereto that are within control of the Purchaser or the Guarantors). The Purchaser will deliver to the Company true, correct and complete copies (provided that such copies may be subject to customary redactions with respect to rates, fee amounts, economic terms and other confidential or commercially sensitive information) of any executed definitive agreements, if any, entered into in connection with the Debt Financing promptly when available.

(c) The Purchaser shall use its reasonable best efforts to cause the Debt Financing Sources, at the Closing, to provide the Debt Financing required to consummate the transactions contemplated by this Agreement at Closing if all conditions to Closing contained in Section 5.1, Section 5.2 and Section 5.3 are satisfied or waived (other than those conditions that (x) only can be satisfied at the Closing, each of which is capable of being satisfied if the Closing were to occur, or (y) will be satisfied or waived upon funding), including enforcing its rights under the Debt Commitment Letter and the Debt Financing Agreements.

(d) Subject to the following sentence, the Purchaser shall not, and shall cause its Affiliates not to, amend, alter or waive, or agree to amend, alter or waive, any term or provision of the Debt Commitment Letter or release any party from their obligations thereunder without the written consent of the Company unless such amendment, alteration or waiver could not reasonably be expected to (i) materially delay or prevent the Closing, (ii) adversely impact the Purchaser’s ability to consummate the transactions contemplated to occur under this Agreement at Closing or (iii) adversely impact the ability of the Purchaser to enforce its rights against the other parties to the Debt Commitment Letter. Notwithstanding the foregoing, the Purchaser may amend, amend and restate, replace or otherwise modify the Debt Commitment Letter to add one or more arrangers, joint bookrunners, agents or lenders in respect of the Debt Financing. If any portion of the Debt Financing that would be necessary to fund the Consideration becomes unavailable in the manner or from the sources contemplated in the Debt Commitment Letter, (A) the Purchaser shall promptly so notify the Company and (B) the Purchaser shall use its reasonable best efforts to arrange to obtain any such portion of the Debt Financing from alternative debt financing sources as promptly as practicable, including by entering into one or more new debt commitment letters providing for such alternative debt financing and definitive agreements with respect to the alternative financing contemplated by such new debt commitment

letters; provided that the Purchaser shall not be required to agree to (x) seek additional equity financing from any source beyond what is contemplated in the Equity Commitment Letter, or (y) agree to economic or other material terms that are materially less favourable than those contemplated by the Debt Commitment Letter as in effect on the date hereof as determined by the Purchaser in good faith. If and to the extent that the Financing is supplemented or superseded by any such alternative financing, the terms “Debt Financing”, “Debt Financing Agreements”, and “Debt Commitment Letter” shall each be deemed to be modified, *mutatis mutandis*, to refer to such alternative financing and any commitment letters or definitive agreements with respect thereto.

(e) Prior to Closing, the Purchaser shall comply with and shall use its reasonable best efforts to cause its Affiliates and its and their respective Representatives to satisfy (or obtain a waiver of), on a timely basis, the Financing Conditions that are within the Purchaser’s control. If requested by the Company in writing, the Purchaser shall keep the Company informed with respect to all material activity concerning the Debt Financing and the Company may request confirmation that there have been no material changes in or with respect to the Debt Financing. Without limiting the generality of the foregoing, the Purchaser will give the Company prompt notice: (i) of any breach, threatened (in writing) breach or default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any breach or default) by any party to the Debt Commitment Letter of which the Purchaser becomes aware; (ii) of the receipt of any written notice or other written communication from any Debt Financing Source with respect to any actual or potential breach, default, termination or repudiation by any party to the Debt Commitment Letter or any definitive document related to the Debt Financing or a request for amendments or waivers thereto that are or could be reasonably expected to be adverse in any material respect to the timely completion of the Debt Financing; (iii) if for any reason the Purchaser believes in good faith that it will not be able to obtain all or any portion of the Debt Financing necessary to fund the Consideration on the terms, in the manner or from the sources contemplated by the Debt Commitment Letter or the definitive documents related to the Debt Financing including if the Purchaser has any reason to believe that it will be unable to satisfy, on a timely basis, any Financing Condition; or (iv) if the Debt Financing expires or is terminated for any reason. As soon as reasonably practicable, but in any event within two (2) Business Days after the date the Company delivers to the Purchaser a written request, the Purchaser shall provide any information reasonably requested by the Company relating to any circumstance referred to in clause (i), (ii), (iii) or (iv) of the immediately preceding sentence.

(f) The Purchaser acknowledges and agrees that the Purchaser obtaining financing is not a condition to any of its obligations hereunder, regardless of the reasons why financing is not obtained or whether such reasons are within or beyond the control of the Purchaser. For the avoidance of doubt, if any financing referred to in this Section 4.14 is not obtained, the Purchaser will continue to be obligated to consummate the Arrangement, subject to and on the terms contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, the Company acknowledges and agrees that the Purchaser shall not be deemed to have not performed and complied with its obligations under this Section 4.14 if the Purchaser is ready, willing and able to proceed with Closing at such time as the conditions precedent in Article V (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or where not prohibited, the waiver by the applicable Party or

Parties in whose favour the condition is, of those conditions as of the Effective Date) have been satisfied.

(g) If this Agreement is terminated (other than by the Purchaser pursuant to Section 6.1(d)(i) [*Company Breach of Representations or Covenants*]) the Purchaser shall, promptly upon request by the Company, reimburse the Company and the Company Subsidiaries for all reasonable and documented out-of-pocket costs (including reasonable and documented out-of-pocket legal fees) incurred by the Company or the Company Subsidiaries in connection with any of the actions contemplated by Section 4.12(a) and shall indemnify and hold harmless the Company or the Company Subsidiaries and their respective Representatives from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the cooperation of the Company and the Company Subsidiaries contemplated by Section 4.12(a) or in connection with the Debt Financing, except to the extent resulting from the willful misconduct or gross negligence of any such Person (as determined by a final and non-appealable judgment by a court of competent jurisdiction).

Section 4.15 Disclosure of Personal Information. The Parties confirm that the Disclosed Personal Information is necessary for the purposes of determining whether to proceed with the Transactions and, if the determination is made to proceed with the Transactions, to complete them. At all times, the Parties shall protect all Disclosed Personal Information using security safeguards appropriate to the sensitivity of the information. Prior to Closing, the Purchaser shall not use or disclose the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement or the consummation of the Transactions. Following the consummation of the Transactions, the Parties (i) shall not use or disclose the Disclosed Personal Information for any purposes other than those for which the information was initially collected, unless additional consent is obtained, or as otherwise permitted or required by applicable Laws; (ii) shall protect the confidentiality of the Disclosed Personal Information in a manner consistent with security safeguards appropriate to the sensitivity of the information; and (iii) shall give effect to any withdrawal of consent with respect to the Disclosed Personal Information. If the Transactions do not proceed, the Purchaser shall return to the Company or, at the Company's request, securely destroy the Disclosed Personal Information within a reasonable period of time.

Section 4.16 Rollover Agreements; Voting Support Agreements. The Purchaser and the Parent shall not, without the prior written consent of the Special Committee (not to be unreasonably withheld, conditioned or delayed), permit any amendment, supplement or modification to, or any waiver of any material provision or remedy under, or voluntarily replace or terminate, any Rollover Agreement or Voting Support Agreement. Prior the Effective Time, (a) the Purchaser shall make an offer to Parent to acquire, directly or indirectly through one or more Subsidiaries of the Parent, all Rollover Shares after such shares are acquired by Parent, (b) Parent shall accept such offer and agree to transfer, sell and convey such Rollover Shares, directly or indirectly through one or more Subsidiaries of the Parent, to Purchaser and (c) the Purchaser, Parent and such Subsidiaries of Parent as Parent may designate, shall enter into a contractual agreement to effect such transfer, sale and conveyance from Parent, directly or indirectly through one or more Subsidiaries of the Parent, to Purchaser, on a tax-deferred basis and on terms satisfactory to Parent and Purchaser.

Section 4.17 Residential Property. [REDACTED – COMMERCIALLY SENSITIVE INFORMATION].

ARTICLE V.
CONDITIONS TO CONSUMMATION OF THE ARRANGEMENT

Section 5.1 Conditions to Each Party's Obligations to Effect the Arrangement. The respective obligations of each Party hereto to consummate the Arrangement are subject to the fulfillment at or prior to the Effective Date of each of the following conditions, any or all of which may be waived in whole or in part by the Party or Parties being benefited thereby (which waiver shall be in such Party's sole discretion), to the extent permitted by applicable Law:

(a) Company Securityholder Approval. The Company shall have obtained the Company Securityholder Approval.

(b) No Injunctions, Orders or Restraints; Illegality. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) which is then in effect and has the effect of making the Arrangement illegal or otherwise restricting, preventing or prohibiting consummation of the Arrangement or the other Transactions contemplated in this Agreement (other than in connection with the enforcement of any Law in effect on the date hereof relating to a Regulatory Approval other than the Competition Act Approval or the Investment Canada Act Approval, unless proceeding with Closing in such circumstances would reasonably be expected to result in a Company Material Adverse Effect).

(c) Regulatory Approvals. Each of the Competition Act Approval and the Investment Canada Act Approval shall have been obtained and be in full force and effect.

(d) Interim Order; Final Order. The Interim Order and the Final Order shall each have been obtained on terms consistent with this Agreement and in form and substance acceptable to each of the Purchaser and the Company, each acting reasonably, and shall not have been set aside or modified in a manner unacceptable to either the Purchaser or the Company, each acting reasonably, on appeal or otherwise.

Section 5.2 Conditions to the Obligations of the Purchaser and the Parent. The obligations of the Purchaser and the Parent to effect the Arrangement are further subject to the satisfaction of the following conditions, any one or more of which may be waived in whole or in part by the Purchaser at or prior to the Effective Date:

(a) Representations and Warranties. (i) Except for the representations and warranties referred to in clauses (ii) and (iii) below, each of the representations and warranties of the Company contained in this Agreement shall be true and correct (determined without regard to any qualification by any of the terms "material" or "Company Material Adverse Effect" therein) as of the date hereof and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct at and as of such date, without regard to any such qualifications therein), except where the failure of such representations and warranties to be true and correct has not had, or would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, (ii) the representations and warranties of the Company contained in the first two sentences of Section 3.1(a) (Organization and

Qualification), Section 3.1(a)(iii) (Company Subsidiaries), Section 3.1(b) (other than clauses (iii) and (vi) thereof) (Capitalization), Section 3.1(c)(i) (Authority Relative to this Agreement) and Section 3.1(d)(i)(B)(i) (No Conflict with Constating Documents) of Schedule A shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date hereof and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct in all respects (except for *de minimis* inaccuracies) at and as of such date), and (iii) the representations and warranties of the Company contained in Section 3.1(g)(B) of Schedule A (Absence of Certain Changes) shall be true and correct in all respects as of the date hereof and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct in all respects at and as of such date). The Purchaser shall have received a certificate signed on behalf of the Company, dated as of the Effective Date, to the foregoing effect.

(b) Performance and Obligations of the Company. The Company shall have performed or complied in all material respects with the obligations, agreements and covenants required by this Agreement to be performed by it or complied with on or prior to the Effective Date. The Purchaser shall have received a certificate signed on behalf of the Company, dated as of the Effective Date, to the foregoing effect.

(c) Absence of Material Adverse Change. From the date of this Agreement, there shall not have occurred a Company Material Adverse Effect that is continuing as of the Closing.

(d) Rollover Agreements. Each of the Rollover Agreements listed in Section 5.2(d) of the Company Disclosure Letter shall be in full force and effect, unless terminated by or with the consent of the Purchaser or the Parent, as the case may be, or as a result of a breach of any such Rollover Agreement by the Purchaser or Parent.

(e) Dissent. The number of Company Shares held by Company Shareholders that have validly exercised (and not withdrawn) Dissent Rights shall not exceed 10% of the Company Shares issued and outstanding.

Section 5.3 Conditions to Obligations of the Company. The obligations of the Company to effect the Arrangement are further subject to the satisfaction of the following conditions, any one or more of which may be waived in whole or in part by the Company at or prior to the Effective Date:

(a) Representations and Warranties. Each of the representations and warranties of the Purchaser and the Parent contained in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Effective Date as though made on and as of the Effective Date (except to the extent a representation or warranty is made as of a specific date, in which case such representation or warranty shall be true and correct in all material respects at and as of such date). The Company shall have received a certificate signed on behalf of the Purchaser and the Parent, dated as of the Effective Date, to the foregoing effect.

(b) Performance and Obligations of the Purchaser and the Parent. The Purchaser and the Parent shall have performed or complied in all material respects with their respective obligations, agreements and covenants required by this Agreement to be performed by each of them or complied with on or prior to the Effective Date. The Company shall have received a certificate signed on behalf of the Purchaser and the Parent, dated as of the Effective Date, to the foregoing effect.

(c) Deposit of Consideration. The Purchaser shall have deposited or caused to be deposited with the Depositary in escrow the funds required to be deposited under Section 1.8.

ARTICLE VI. TERMINATION

Section 6.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Effective Date, whether before or after the receipt of the Company Securityholder Approval:

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

(b) by either of the Company, on the one hand, or the Purchaser, on the other hand, by written notice to the other, if:

(i) any Governmental Entity of competent authority shall have issued an order, decree or ruling or taken any other action in each case permanently restraining, enjoining or otherwise prohibiting the Arrangement substantially on the terms contemplated by this Agreement and such order, decree, ruling or other action shall have become final and non-appealable; provided, that the right to terminate this Agreement under this Section 6.1(b)(i) shall not be available to a Party if the issuance of such final, non-appealable order, decree or ruling or taking of such other action was primarily due to the failure of the Company, in the case of termination by the Company, or the Purchaser, in the case of termination by the Purchaser, to perform any of its obligations under this Agreement;

(ii) the Arrangement shall not have been consummated on or before the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 6.1(b)(ii) shall not be available to the Company, in the case of termination by the Company, or to the Purchaser, in the case of termination by the Purchaser, if such Party has breached its obligations under this Agreement in any manner that shall have caused or resulted in the failure to consummate the Arrangement on or before such date; or

(iii) the Arrangement Resolution is voted on by Company Securityholders and not approved by Company Securityholders at the Securityholder Meeting as required by the Interim Order; provided, however, that the right to terminate this Agreement pursuant to this Section 6.1(b)(iii) shall not be available to the Company, in the case of termination by the Company, or to the Purchaser, in the case of termination by the Purchaser, if such Party has breached its obligations under this Agreement in any manner that shall have caused or resulted in the failure to obtain such Company Securityholder Approval; or

(c) by written notice from the Company to the Purchaser, if:

(i) the Purchaser or Parent shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement such that a condition set forth in Section 5.3(a) or (b) becomes incapable of being satisfied or cured by the Outside Date or is not cured in accordance with the terms of Section 4.9(d), provided that the Company is not then in breach of this Agreement so as to cause any condition in Section 5.2(a) or Section 5.2(b) not to be satisfied; or

(ii) (A) all of the conditions set forth in Section 5.1 and Section 5.2 shall have been satisfied or waived by the Purchaser (other than those conditions that can only be satisfied at the Closing; provided that such conditions to be satisfied at the Closing would be satisfied as of the date of the notice referenced in clause (B) of this Section 6.1(c)(ii) if the Closing were to occur on the date of such notice), (B) on or after the date the Closing should have occurred pursuant to Section 1.7, the Company has delivered an irrevocable written notice to the Purchaser to the effect that all of the conditions set forth in Section 5.1 and Section 5.2 have been satisfied or waived by the Purchaser (other than those conditions that can only be satisfied at the Closing; provided that such conditions to be satisfied at the Closing would be satisfied as of the date of such notice if the Closing were to occur on the date of such notice) and the Company is ready, willing and able to consummate the Closing, and (C) the Purchaser fails to consummate the Closing on or before the third Business Day after delivery of the notice referenced in clause (B) of this Section 6.1(c)(ii), and the Company was prepared to consummate the Closing during such three Business Day period; or

(d) by written notice from the Purchaser to the Company, if:

(i) the Company shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement such that a condition set forth in Section 5.2(a) or Section 5.2(b) becomes incapable of being satisfied or cured by the Outside Date or is not cured in accordance with the terms of Section 4.9(d), provided that the Purchaser is not then in breach of this Agreement so as to cause any condition in Section 5.3(a) or Section 5.3(b) not to be satisfied;

(ii) (A) the Company Board or the Special Committee shall have effected an Adverse Recommendation Change, (B) the Company Board or the Special Committee shall have failed to publicly recommend against any take-over bid that constitutes an Acquisition Proposal (including, for these purposes, by taking no position with respect to the acceptance of such take-over bid by the Company's shareholders) within five (5) Business Days after the commencement of such Acquisition Proposal, (C) the Company Board or the Special Committee shall have failed to publicly reaffirm the Company Board Recommendation within five (5) Business Days after having been reasonably requested in writing by the Purchaser to do so (or in the event that the Securityholder Meeting is scheduled to occur within such five (5) Business Day period, prior to the third (3rd) Business Day prior to the date of the Securityholder Meeting) or within five (5) Business Days after the date an Acquisition Proposal shall have been publicly announced (or if the Securityholder Meeting is scheduled to be held within five (5) Business Days from the date an Acquisition Proposal is publicly announced, promptly

prior to the Securityholder Meeting and in any event, except in the case that such announcement takes place less than two (2) Business Days prior to the date on which the Securityholder Meeting is scheduled to be held, not less than two (2) Business Days prior to such date (taking into account any postponement or adjournment thereof in accordance with this Agreement)) or (D) the Company enters into an Alternative Acquisition Agreement (other than an Acceptable Confidentiality Agreement entered into in compliance with Section 4.4); or

(iii) there has occurred a Company Material Adverse Effect which is incapable of being cured on or prior to the Outside Date.

Section 6.2 Effect of the Termination. In the event of termination of this Agreement by either the Company or the Purchaser as provided in Section 6.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the Parties or their respective Affiliates or Representatives, relating to, based on or arising under or out of this Agreement, the transactions contemplated hereby or the subject matter hereof (including the negotiation and performance of this Agreement), except (i) as provided in Section 4.2(b), this Section 6.2, Section 6.3 and Article VII, and the indemnification, payment and reimbursement provisions contained in Section 4.10, Section 4.14(g) and the last paragraph of Section 4.12(a), (ii) the Equity Commitment Letter, the Guaranty and the Confidentiality Agreement (provided that, with respect to the Confidentiality Agreement, the Purchaser shall be treated as if it were a party thereto to the same extent as GTCR LLC) shall each continue in full force and effect in accordance with their respective terms, and (iii) subject to Section 7.8, nothing herein shall relieve any Party from any liability for any willful or intentional breach by a Party of any of its representations, warranties, covenants or agreements set forth in this Agreement.

Section 6.3 Fees and Expenses.

(a) Except as otherwise set forth in this Agreement, whether or not the Arrangement is consummated, all expenses incurred in connection with this Agreement and the other transactions contemplated hereby shall be paid by the Party incurring such expenses.

(b) In the event that this Agreement is terminated:

(i) by the Purchaser pursuant to Section 6.1(d)(ii) [*Change in Recommendation*],

(ii) by the Company or the Purchaser pursuant to Section 6.1(b)(iii) [*Failure of Company Securityholders to Approve*] if, at the time of such termination, the Purchaser is entitled to terminate this Agreement pursuant to Section 6.1(d)(ii) [*Change in Recommendation*],

(iii) (A) by the Company or the Purchaser pursuant to Section 6.1(b)(ii) [*Outside Date*] or Section 6.1(b)(iii) [*Failure of Company Securityholders to Approve*] or by the Purchaser pursuant to Section 6.1(d)(i) [*Company Breach of Representations or Covenants*] and (B)(x) a *bona fide* Acquisition Proposal shall have been received by the Company or its Representatives or any Person shall have publicly proposed or publicly announced an intention (whether or not conditional) to make

a *bona fide* Acquisition Proposal (and, in the case of a termination pursuant to Section 6.1(b)(iii) [*Failure of Company Securityholders to Approve*], such Acquisition Proposal or publicly proposed or announced intention shall have been made prior to the Securityholder Meeting), and (y) within 12 months after a termination referred to in this Section 6.3(b)(ii) the Company or any Company Subsidiary consummates any Acquisition Proposal or enters into a definitive agreement (other than an Acceptable Confidentiality Agreement) in respect of any Acquisition Proposal and such Acquisition Proposal is later consummated (with, for purposes of this clause (y), the references to “20%” in the definition of “Acquisition Proposal” being deemed to be references to “50%”),

then the Company shall pay as directed by the Purchaser an amount equal to seventy-seven million dollars (\$77,000,000) (the “Company Termination Fee”), less any Expense Amount previously paid, by wire transfer of same day funds to an account designated by the Purchaser, (1) in the case of a payment as a result of any event referred to in Section 6.3(b)(i) or Section 6.3(b)(ii), within two Business Days after the date of such termination, and (2) in the case of a payment as a result of any event referred to in Section 6.3(b)(iii), on the consummation of such Acquisition Proposal. For the avoidance of doubt, in no event shall the Company be obligated to pay the Company Termination Fee on more than one occasion.

(c) In the event that this Agreement is terminated by the Company pursuant to Section 6.1(c)(i) [*Purchaser Breach of Representations or Covenants*] as a result of any willful or intentional breach or Section 6.1(c)(ii) [*Failure to Close*] or by the Purchaser pursuant to Section 6.1(b)(ii) [*Outside Date*] if at the time of such termination the Company is entitled to terminate this Agreement pursuant to Section 6.1(c)(i) [*Purchaser Breach of Representations or Covenants*] as a result of any willful or intentional breach or Section 6.1(c)(ii) [*Failure to Close*], then the Purchaser shall pay or cause to be paid to the Company an amount equal to the Purchaser Termination Fee by wire transfer of same day funds to an account designated by the Company promptly but in no event later than three Business Days after such termination. The “Purchaser Termination Fee” shall be an amount equal to one-hundred and eight million dollars (\$108,000,000).

(d) In the event that this Agreement is terminated by the Company or the Purchaser pursuant to Section 6.1(b)(iii) [*Failure of Company Securityholders to Approve*] or by the Purchaser pursuant to Section 6.1(d)(i) [*Company Breach of Representations or Covenants*], then the Company shall pay or cause to be paid to the Purchaser an amount equal to the Purchaser’s reasonable, actual and documented out-of-pocket expenses incurred prior to the termination of this Agreement, up to a maximum amount equal to seven million, five-hundred thousand dollars (\$7,500,000) (the “Expense Amount”) by wire transfer of same day funds to an account designated by the Purchaser promptly but in no event later than two Business Days after the date of such termination.

(e) The Company and the Purchaser agree that the agreements contained in this Section 6.3 are an integral part of the transactions contemplated by this Agreement and that none of the Company Termination Fee, the Expense Amount or the Purchaser Termination Fee is a penalty, but rather is payment in consideration for the disposition of rights of the Company or the Purchaser, as applicable, under this Agreement. The Company

acknowledges and agrees that the Company Termination Fee is, and the Purchaser acknowledges and agrees that the Purchaser Termination Fee is, liquidated damages in a reasonable amount that will compensate the Purchaser or the Company, as applicable, in the circumstances in which such fee is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Arrangement, which amount would otherwise be impossible to calculate with precision. Each of the Purchaser and the Company waives any right it may have to raise as a defense that any such liquidated damages are excessive or punitive. Notwithstanding anything to contrary provided elsewhere herein:

(i) if the Purchaser or its designee receives the full payment of the Company Termination Fee, together with any amount payable pursuant to the last sentence of this Section 6.3(d), from the Company pursuant to Section 6.3(b) (less any Expense Amount previously received pursuant to Section 6.3(d)) under circumstances where a Company Termination Fee was payable, (A) the receipt by the Purchaser or its designee of the Company Termination Fee, together with any amount payable pursuant to the last sentence of this Section 6.3(d), shall be the sole and exclusive remedy for any and all losses or damages suffered by the Purchaser or any of its Affiliates or Representatives in connection with this Agreement (and the termination hereof), the Arrangement and the other transactions contemplated hereby (and the abandonment thereof) or any matter forming the basis for such termination, and none of the Purchaser or any of its Affiliates or any other Person shall be entitled to bring or maintain any claim, action or proceeding against the Company or any of the Company Subsidiaries or any of their respective former, current or future officers, directors, partners, securityholders, managers, members or Affiliates arising out of or in connection with this Agreement, the Arrangement or any of the other transactions contemplated hereby or any matters forming the basis for such termination, and (B) upon payment of the Company Termination Fee, together with any amount payable pursuant to the last sentence of this Section 6.3(d), none of such Persons shall have any further liability or obligation relating to or arising out of this Agreement, its termination or any of the transactions contemplated hereby; provided that the limitations in clauses (A) and (B) above shall not apply in the event of any willful or intentional breach by the Company of its representations, warranties, covenants or agreements set forth in this Agreement; and

(ii) if the Company or its designee receives the full payment of the Purchaser Termination Fee (including as a consequence of payment thereof pursuant to the Guaranty), together with any amount payable pursuant to the last sentence of this Section 6.3(d), from the Purchaser pursuant to Section 6.3(c) under circumstances where a Purchaser Termination Fee was payable, (i) the receipt by the Company or its designee of the Purchaser Termination Fee, together with any amount payable pursuant to the last sentence of this Section 6.3(d), shall be the sole and exclusive remedy for any and all losses or damages suffered by the Company or any of its Affiliates or Representatives in connection with this Agreement (and the termination hereof), the Arrangement and the other transactions contemplated hereby (and the abandonment thereof) or any matter forming the basis for such termination, and none of the Company or any of its Affiliates or any other Person shall be entitled to bring or maintain any claim, action or proceeding against the Purchaser or any of its former, current or future officers, directors, partners,

securityholders, managers, members or Affiliates arising out of or in connection with this Agreement, the Arrangement or any of the other transactions contemplated hereby or any matters forming the basis for such termination, and (ii) upon payment of the Purchaser Termination Fee, together with any amount payable pursuant to the last sentence of this Section 6.3(d), none of such Persons shall have any further liability or obligation relating to or arising out of this Agreement, its termination or any of the transactions contemplated hereby; provided that the limitations in (i) and (ii) above shall not apply in the event of any willful or intentional breach by the Purchaser of its representations, warranties, covenants or agreements set forth in this Agreement.

In the event that the Purchaser or the Company, as the case may be, is required to commence litigation to seek all or a portion of the amounts payable under this Section 6.3, and it prevails in such litigation, it shall be entitled to receive, in addition to all amounts that it is otherwise entitled to receive under this Section 6.3, all reasonable expenses (including attorneys' fees) which it has incurred in enforcing its rights hereunder.

ARTICLE VII.

MISCELLANEOUS

Section 7.1 Non-survival of Representations and Warranties. None of the representations, warranties, covenants or agreements in this Agreement or in any certificate, exhibit, schedule or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants or agreements, shall survive beyond the Closing, except for those covenants and agreements contained herein and therein that by their terms apply or are to be performed in whole or in part after the Closing (including the covenants and agreements in Section 4.7, Section 4.8, and this Article VII).

Section 7.2 Entire Agreement; Assignment.

(a) This Agreement (including the exhibits, schedules and other documents delivered pursuant hereto) constitutes, together with the Guaranty, the Voting Support Agreements, the Rollover Agreements, the Equity Commitment Letter, the Debt Commitment Letter and the Confidentiality Agreement, the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

(b) Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or transferred, in whole or in part, by operation of Law (including by merger or consolidation) or otherwise by any of the Parties hereto without the prior written consent of the other Parties; provided, however, that, prior to the commercial printing of the Company Circular to the Company Securityholders, the Purchaser may designate, by written notice to the Company, one or more wholly owned direct or indirect Subsidiaries to be a party to the Arrangement in lieu of the Purchaser, in which event, all references herein to the Purchaser shall be deemed references to such other Subsidiary, except that all representations and warranties made herein with respect to the Purchaser and the Parent as of the date of this Agreement shall be deemed representations and warranties made with respect to such other Subsidiary as of the

date of such designation; provided, further, that any such designation shall not impede or delay the consummation of the transactions contemplated by this Agreement and the Purchaser and the Parent shall continue to be liable jointly and severally with such Subsidiar(y/ies) for all of their respective obligations hereunder. For greater certainty, the Guaranty shall remain in full force and effect in accordance with its terms notwithstanding any assignment of this Agreement. Any assignment in violation of this Section 7.2(b) shall be void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

Section 7.3 Notices. All notices and other communications given or made pursuant hereto shall be in writing, sent by personal delivery, courier or electronic mail and shall be deemed to have been duly given or made (a) as of the date delivered if it is a Business Day and delivery was made prior to 5:00 p.m. and otherwise on the next Business Day if delivered personally or by same date courier, (b) on the next Business Day if sent by prepaid overnight carrier (providing proof of delivery), and (c) upon confirmation of receipt by the recipient if it is a Business Day and confirmation was received prior to 5:00 p.m. and otherwise on the next Business Day if sent by electronic mail to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

- (a) if to the Purchaser or the Parent:

Aryeh Bidco Investment Ltd.
c/o GTCR LLC
300 N. LaSalle Street, Suite 5600
Chicago, IL 60654

Attention: General Counsel
Email: [REDACTED – PERSONAL INFORMATION]

with a copy (for informational purposes only) to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Michael Partridge and Chris Sunstrum
Email: [REDACTED – PERSONAL INFORMATION]

and with a copy (for informational purposes only) to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611

Attention: Bradley C. Faris and Jason Morelli
Email: [REDACTED – PERSONAL INFORMATION]

(b) if to the Company:

181 Bay Street, Suite 2600
Toronto, Ontario M5J 2T3

Attention: Robert Wolf, Nate Tchaplina and Jeremy Goldlist
Email: [REDACTED – PERSONAL INFORMATION]

with a copy (for informational purposes only) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario M5L 1A9

Attention: Tim Andison
Email: [REDACTED – PERSONAL INFORMATION]

and with a copy (for informational purposes only) to:

McCarthy Tétrault LLP
66 Wellington Street West, Suite 5300
Toronto, Ontario M5K 1E6

Attention: Robert Hansen
Email: [REDACTED – PERSONAL INFORMATION]

or to such other address as the Person to whom notice is given may have previously furnished to the other in writing in the manner set forth above. 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 or other communication to a Party's external legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to external legal counsel does not invalidate delivery of that notice or other communication to a Party.

Section 7.4 Governing Law and Venue; Waiver of Jury Trial.

(a) This Agreement and all disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the Laws of the Province of Ontario, provided that all matters related to the effectuation of the Arrangement shall be governed by the Laws of the Province of British Columbia, in all cases, without regard to its rules of conflict of Laws.

(b) Each of the Parties hereto hereby (i) irrevocably submits to and agrees to be subject to the personal jurisdiction of the Superior Court of Justice (Commercial List) of the Province of Ontario (the "Chosen Court"), for the purpose of any claim, action, suit or proceeding (whether based in contract, tort or otherwise), directly or indirectly, arising out of or relating to this Agreement or the actions of the Parties hereto in the negotiation, administration,

performance and enforcement thereof (other than, for greater certainty, matters relating to the approval of the Interim Order or the Final Order, which shall be subject to the jurisdiction of the Court), (ii) irrevocably agrees that all such claims, actions, suits or proceedings may and shall be brought before, and determined by, the Chosen Court, (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iv) agrees that it will not (except for a suit on the judgment as expressly permitted by Section 7.4(d)) bring any claim, action, suit or proceeding relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Chosen Court.

(c) Each of the Parties hereto irrevocably consents to the service of the summons and complaint and any other process in any other claim, suit, action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself or its property, in the manner provided by Section 7.3 and nothing in this Section 7.4 shall affect the right of any Party hereto to serve legal process in any other manner permitted by Law.

(d) Each Party hereto agrees that a final judgment in any claim, suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(e) EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF. EACH OF THE PARTIES HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.4(E).

Section 7.5 Interpretation; Certain Definitions. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to an Article, Section, exhibit or schedule, such reference shall be to an Article or Section of, or an exhibit or schedule to, this Agreement, unless otherwise indicated. The table

of contents and headings for this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other instrument made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless otherwise stated. Any Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor Laws. References to a Person are also to its successors and permitted assigns. All references to “dollars” or “\$” refer to currency of Canada.

Section 7.6 Parties In Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and its successors and permitted assigns, and, except as provided in Section 4.7 and Section 7.8, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, including the right to rely upon the representations and warranties set forth herein. The Parties hereto further agree that the rights of third party beneficiaries under Section 4.7 shall not arise unless and until the Closing occurs. The representations and warranties in this Agreement are the product of negotiations among the Parties hereto and are for the sole benefit of the Parties hereto. Any inaccuracies in such representations and warranties may be subject to waiver by the Parties hereto in accordance with Section 7.10 without notice or liability to any other Person. Consequently, Persons other than the Parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 7.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 7.8 Specific Performance.

(a) Subject to Section 7.8(b), the Parties hereto agree that irreparable harm, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that a Party does not perform any of the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the Arrangement

and the other transactions contemplated by this Agreement) in accordance with the Agreement's specified terms or otherwise breaches such provisions. Accordingly, subject to Section 7.8(b), the Parties acknowledge and agree that each Party shall be entitled to an injunction, specific performance or other equitable relief to prevent and/or remedy a breach of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which a Party is entitled at Law or in equity. Subject to Section 7.8(b), each Party agrees that it will not oppose the granting of an injunction, specific performance, or other equitable relief on the basis that another Party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity. No Party shall be required to provide any bond or other security in connection with its seeking, or being granted an order for, an injunction or injunctions to prevent a breach or breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement. Subject to Section 7.8(b), each Party agrees not to assert that a remedy of specific performance is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

(b) Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to cause the Purchaser to consummate the Closing in accordance with the terms and conditions hereof and to fully enforce the terms of the Equity Commitment Letter and to cause the Equity Financing to be timely funded in accordance with the terms of the Equity Commitment Letter if and only if (and only for so long as) each of the following is satisfied: (A) this Agreement has not been validly terminated, (B) all of the conditions set forth in Section 5.1 and Section 5.2 shall have been satisfied or waived by the Purchaser (other than those conditions that can only be satisfied at the Closing; provided that such conditions to be satisfied at the Closing would be satisfied if the Closing were to occur immediately), (C) the Purchaser fails to consummate the Closing at the time provided by Section 1.7, (D) the Debt Financing (including any alternative financing that has been obtained in accordance with Section 4.14(d)) has been funded in accordance with the terms of the Debt Commitment Letter or will be so funded in accordance with the terms of the Debt Commitment Letter at the Closing if the Equity Financing is funded at the Closing, and (E) the Company has irrevocably confirmed in writing to the Purchaser that, if the Equity Financing and Debt Financing are funded, the Company will take all actions required of it to cause the Closing to occur. Without limiting the foregoing, it is understood and agreed by the Parties that only the Company (and not any of the other Related Parties of the Company) may exercise the rights and remedies set forth in this Section 7.8(b);

(c) Debt Financing Source Matters.

Notwithstanding anything in this Agreement to the contrary (but in all cases subject to and without in any way limiting the rights, remedies and claims of the Purchaser, the Guarantors or any of their Affiliates under or pursuant to the Debt Commitment Letter or any other agreement entered into with respect to the Debt Financing), each of the Company and Company Subsidiaries:

(i) (A) waives any and all claims and causes of action against the Debt Financing Sources relating to or arising out of this Agreement or the Debt Commitment Letter or any Contract entered into with respect to the Debt Financing, or the performance of any services thereunder, whether in law or in equity, whether in contract or in tort or otherwise, (B) agrees that none of the Debt Financing Sources will have any

liability to any party to this Agreement or any of its Affiliates relating to or arising out of this Agreement, the Debt Commitment Letter, or any contract entered into with respect to the Debt Financing, or the performance of any services thereunder, whether in law or in equity, whether in contract or in tort or otherwise, and (C) agrees not to seek to enforce commitments or other rights under the Debt Commitment Letter or any Contract entered into with respect to the Debt Financing, or make any claims for breach of such commitments or such other rights against, or seek to recover monetary damages from, the Debt Financing Sources, or otherwise sue the Debt Financing Sources for any reason related to the Debt Commitment Letter or any contract entered into with respect to the Debt Financing, except, in each clause (A) through (C), in the case of the Purchaser and its Affiliates, pursuant to or in connection with the Debt Commitment Letter and/or any contract relating to the Debt Financing;

(ii) agrees not to bring, or support any Person in bringing, or permit any of its Affiliates to bring, or support any person in bringing, any legal proceeding against, or seek to recover monetary damages from, any Debt Financing Source in any way arising out of or relating to this Agreement, the Debt Commitment Letter, or any contract entered into with respect to the Debt Financing, or the performance of any services thereunder, whether in contract or in tort or otherwise, in any forum, other than the Federal court of the United States of America sitting in the Borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York;

(iii) agrees that any proceeding against any of the Debt Financing Sources in any way arising out of or relating to this Agreement, the Debt Commitment Letter, or any contract entered into with respect to the Debt Financing, or the performance of any services thereunder, whether in contract or in tort or otherwise, shall be subject to the exclusive jurisdiction of, and shall be brought and heard and determined exclusively in, the Federal court of the United States of America sitting in the Borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and any appellate court thereof and irrevocably submits itself and its property with respect to any such legal proceeding to the exclusive jurisdiction of such court;

(iv) irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of any such legal proceeding in the Federal court of the United States of America sitting in the Borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and any appellate court thereof;

(v) agrees that any such legal proceeding shall be governed by the laws of the State of New York (without giving effect to any conflicts of law principles that would result in the application of the laws of another state);

(vi) agrees that service of process upon such party in any such legal proceeding shall be effective if notice is given in accordance with the notice provisions of this Agreement;

(vii) knowingly, intentionally and voluntarily waives (to the fullest extent permitted by law) trial by jury in any proceeding brought against the Debt Financing Sources in any way arising out of or relating to this Agreement, the Debt Commitment Letter or any other contract entered into with respect the Debt Financing or the performance of any services thereunder;

(viii) agrees that the Debt Financing Sources are express third-party beneficiaries of, and may enforce, this Section 7.8(c) and any of the provisions in this Agreement reflecting the agreements set forth in this Section 7.8(c); and

(ix) agrees that the provisions in this Section 7.8(c), the definitions used in this Section 7.8(c) (as used in such section) and any other provisions of this Agreement to the extent an amendment, waiver or modification thereof would adversely affect the substance of any of the foregoing as it affects the Debt Financing Sources, shall not be amended, waived or otherwise modified, in each case, in any way adverse to the Debt Financing Sources without the prior written consent of the Debt Financing Sources party to the Debt Commitment Letter.

(d) The Parties agree (i) the seeking of remedies by a Party pursuant to Section 7.8(a), if available, shall not in any respect constitute a waiver by such Party of its right to seek any other form of relief that may be available to it under this Agreement, including under Section 6.3, in the event that this Agreement has been terminated or in the event that the remedies provided for in Section 7.8(a) are not available or otherwise not granted, and (ii) nothing set forth in this Agreement shall require a Party to institute any proceeding for (or limit such Party's right to institute any proceeding for) specific performance under this Section 7.8 prior or as a condition to exercising any termination right under Article VI (and pursuing damages after such termination), nor shall the commencement of any legal proceeding by either Party seeking remedies pursuant to Section 7.8(a) or anything set forth in this Section 7.8 restrict or limit a Party's right to terminate this Agreement in accordance with the terms of Article VI or pursue any other remedies under this Agreement that may be available then or thereafter.

Section 7.9 Amendment. This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Securityholder Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, subject to the Plan of Arrangement, the Interim Order and the Final Order, without further notice to or authorization on the part of the Company Securityholders and any such amendment may, without limitation: (a) change the time for performance of any of the obligations or acts of the Parties; (b) waive any inaccuracies or modify any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with or modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; and/or (d) waive compliance with or modify conditions contained in this Agreement; provided that no such amendment or waiver may reduce or materially adversely affect the Consideration to be received by Company Securityholders under the Arrangement or change the timing of payment, or the form of, the Consideration without their approval at the Securityholder Meeting or, following the Securityholder Meeting, without their approval given in the same manner as required by applicable Laws for the approval of the Arrangement as may be required by the Court.

Section 7.10 Extension; Waiver. At any time prior to the Closing, each Party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any breaches or inaccuracies in the representations and warranties of the other Parties contained herein or in any document, certificate or writing delivered pursuant hereto, or (c) subject to Section 7.9, waive compliance by the other Parties with any of the agreements or conditions contained herein. Any agreement on the part of any Party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party or Parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by the Company or the Purchaser in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

Section 7.11 No Recourse.

(a) This Agreement and each certificate delivered in connection herewith may be enforced only against, and any claim or cause of action based upon, arising out of, or related to this Agreement or such other agreement or certificate (including the negotiation, execution, or performance hereof or thereof), or the transactions contemplated hereby or thereby, may be brought only against the Persons that are expressly named as Parties hereto and thereto and then only with respect to the specific obligations set forth herein or therein with respect to such Party notwithstanding anything herein or therein to the contrary.

(b) No Related Party of the Company (each, a “Non-Party Affiliate”) shall have any liability (whether in contract, in tort, under statute or otherwise, or based upon any theory that seeks to impose liability of an entity against its owners or Affiliates) arising out of, in connection with or related in any manner to the items in the immediately preceding sentence. To the maximum extent permitted by applicable Law, each party hereto waives and releases all such actions, claims, proceedings, obligations and liabilities against any such Non-Party Affiliate.

(c) The Company agrees that it has no right of recovery against, and no personal liability shall attach to, any of the Purchaser Parties (other than the Purchaser to the extent provided in this Agreement and GTCR LLC to the extent provided in the Confidentiality Agreement), through the Purchaser or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil, by or through a claim by or on behalf of the Purchaser against any Purchaser Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any applicable Law, whether in contract, tort or otherwise, except for its rights to recover from the Guarantors (but not any other Purchaser Party) under and to the extent provided in the Guaranty and subject to the limitations described therein. Recourse against the Guarantors under the Guaranty shall be the sole and exclusive remedy of the Company and its Affiliates against the Guarantors and any other Purchaser Party (other than the Purchaser to the extent provided in this Agreement and GTCR LLC to the extent provided in the Confidentiality Agreement) in connection with this Agreement or the transactions contemplated hereby or in respect of any other document or theory of law or equity or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at law or in equity, in contract, in tort or otherwise. Without limiting the rights of the Company against the Purchaser hereunder and GTCR LLC under the Confidentiality Agreement, in no event shall the Company or its Affiliates seek to enforce this Agreement against, make any claims for breach

of this Agreement against, or seek to recover damages from, any Purchaser Party (other than the Guarantors to the extent provided in the Guaranty).

Section 7.12 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall be considered one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic delivery in .pdf format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

Section 7.13 Definitions.

Defined Terms

Section

Acceptable Confidentiality Agreement

Section 4.4(b)

Acquisition Contract

Schedule B

Adverse Recommendation Change

Section 4.4(e)

Agreement

Preamble

BCBCA

Recitals

Breaching Party

Section 4.9(d)

Chosen Court

Section 7.4(b)

Company

Preamble

Company Board Recommendation

Section 1.4(c)

Company Disclosure Letter

Article II

Company Lease

Schedule A

Company Termination Fee

Section 6.3

Confidentiality Agreement

Section 4.2(a)

Debt Commitment Letter

Schedule B

Debt Financing

Schedule B

Dentist Rollover Opportunity

Section 1.10

D&O Insurance

Section 4.7(b)

Eligible Dentists

Section 1.10

Equity Commitment Letter

Schedule B

Equity Financing

Schedule B

Expense Amount

Section 6.3(d)

Equity Financing Source

Schedule B

Financings

Schedule B

Financing Cooperation Costs	Section 4.12(b)
Financing Commitment Letters	Schedule B
Guarantors	Recitals
Guaranty	Recitals
Incentive Award Consideration	Section 4.13(b)
Indemnified Party	Section 4.7(a)
Indemnifying Party	Section 4.7(a)
Initial Lenders	Schedule B
Interim Period	Section 4.1
Lenders	Schedule B
Maximum Amount	Section 4.7(b)
Non-Party Affiliate	Section 7.11
Notice of Change of Recommendation	Section 4.4(f)
Original Effective Date	Section 1.7(a)
Parent	Preamble
Payoff Documentation	Section 4.12(d)
Purchaser	Preamble
Purchaser Termination Fee	Section 6.3(c)
Restructuring Transactions	Section 4.10
Special Committee	Recitals
Supporting Securityholders	Recitals
Terminating Party	Section 4.9(d)
Termination Notice	Section 4.9(d)
Transaction Litigation	Section 4.3(b)

In addition to the other terms defined throughout this Agreement, which are listed above, the following terms shall have the following meanings when used in this Agreement:

(a) “Acquisition Proposal” means any inquiry, offer or proposal (whether written or oral) from a Person other than the Purchaser, the Parent and any of their respective Affiliates regarding any of the following (other than the Arrangement, any other transactions contemplated by this Agreement, and any other transactions involving only the Company and/or one or more of the Company Subsidiaries): (i) any arrangement, amalgamation, merger, consolidation, share exchange, recapitalization, dissolution, liquidation, business combination or other similar transaction involving the Company; (ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition, directly or indirectly, by arrangement,

amalgamation, merger, consolidation, sale of equity interests, share exchange, joint venture, business combination or otherwise, of 20% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole (as determined on a book-value basis (including Indebtedness secured solely by such assets)), in a single transaction or series of related transactions; (iii) any issue, sale or other disposition (including by way of arrangement, amalgamation, merger, consolidation, sale of equity interests, share exchange, joint venture, business combination or otherwise) of securities (or options, rights or warrants to purchase, or securities convertible into, such securities) representing 20% or more of the voting power of the Company or any Company Subsidiary constituting 20% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole (as determined on a book value basis (including Indebtedness secured solely by such assets)); (iv) any take-over bid, securities exchange take-over bid, tender offer or exchange offer for 20% or more of any class of equity security of the Company or any Company Subsidiary; or (v) any other transaction or series of related transactions pursuant to which any third party proposes to acquire control of assets of the Company or any other Company Subsidiary having a fair market value equal to or greater than 20% of the fair market value of all of the assets of the Company and the Company Subsidiaries, taken as a whole, immediately prior to such transaction.

(b) “Advance Ruling Certificate” means an advance ruling certificate issued by the Commissioner pursuant to section 102 of the Competition Act in respect of the transactions contemplated by this Agreement, such certificate having not been modified or withdrawn prior to the Closing.

(c) “Affiliate” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person.

(d) “Appurtenances” means privileges, rights, easements and appurtenances both at law and equity, whether registered or unregistered, belong to or for the benefit of real property, including density rights, means of access between real property and a public way, rights in respect of or for any other uses upon which the present use is dependent (such as pipelines, cables, railway sidings) and rights existing in and to any streets, alleys, passages and other rights-of-way.

(e) “Arrangement” means the arrangement of the Company under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of this Agreement and the Plan of Arrangement or made at the direction of the Court in the Final Order, in each case, with the prior written consent of the Company and the Purchaser, each acting reasonably.

(f) “Arrangement Resolution” means the special resolution of Company Securityholders approving the Arrangement which is to be considered at the Securityholder Meeting, substantially in the form of Schedule C.

(g) “Authorization” means, with respect to any Person, any order, permit, authorization, franchise, exemption, approval, consent, waiver, license or similar

authorization of any Governmental Entity, whether by expiry or termination of an applicable waiting period or otherwise, that is binding upon or applicable to such Person, or its business, assets or securities.

(h) “Bankruptcy and Equity Exception” has the meaning set forth in Section 3.1(c)(i) of Schedule A.

(i) “Books and Records” means the books and records of the Company and Company Subsidiaries relating to the Business, whether in written or electronic form, including books of account, financial, tax, business, marketing, personnel and research information and records, equipment logs, operating guides and manuals.

(j) “Business” means the Company and Company Subsidiaries’ business of owning, operating and managing a dental services organization, including (i) providing non-clinical administrative, management and support services, including facilities and equipment leasing, human resources, billing and collection, information technology, supply procurement, marketing, compliance support and related back-office services; (ii) developing, acquiring, and operating networks of affiliated dental practices; and (iii) engaging in all other activities that are incidental or ancillary to, or reasonably necessary for, the foregoing.

(k) “Business Day” means a day other than Saturday, Sunday or any day on which banks located in Toronto, Ontario or in Vancouver, British Columbia are authorized or obligated by applicable Law to close.

(l) “Business Intellectual Property” has the meaning set forth in Section 3.1(s)(i) of Schedule A.

(m) “Capital Expenditure Budget” means the capital expenditure budget of the Company set forth in Section 7.13(m) of the Company Disclosure Letter.

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

(o) “Closing” means the closing of the Arrangement.

(p) “Collective Agreements” means all collective bargaining agreements, union agreements or employee association agreements, and related letters or memoranda of understanding, with any labour union, trade union or similar employee organization applicable to the Company or any of the Company Subsidiaries.

(q) “College” means any regulatory or self-regulatory governing body, provincial or territorial college, association or licensing board or agency regulating the registration, licensing, accreditation, or governance of the practice of dentistry or dental hygiene in any province or territory of Canada.

(r) “Commissioner” means the Commissioner of Competition appointed under subsection 7(1) of the Competition Act and includes any Person designated by the Commissioner to act on his behalf.

(s) “Company Authorization” has the meaning set forth in Section 3.1(i)(i) of Schedule A.

(t) “Company Benefit Plan” has the meaning set forth in Section 3.1(k)(i) of Schedule A.

(u) “Company Board” means the board of directors of the Company.

(v) “Company Circular” means the notice of the Securityholder Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to Company Securityholders in connection with the Securityholder Meeting, as amended, supplemented or otherwise modified from time to time.

(w) “Company Credit Facility” means the second amended and restated credit agreement dated January 18, 2024 among dentalcorp Health Services Ltd. (as borrower), Canadian Imperial Bank of Commerce (as administrative agent, co-lead arranger and joint bookrunner), TD Securities (as co-lead arranger and joint bookrunner), RBC Capital Markets (as co-lead arranger), BofA Securities Inc. (as co-lead arranger), The Toronto-Dominion Bank (as syndication agent) and certain other credit parties and lenders thereto, as amended, supplemented or otherwise modified from time to time following the date hereof as permitted by this Agreement.

(x) “Company DSU Plan” means the Company’s amended and restated deferred share unit plan dated May 22, 2025.

(y) “Company Employee Share Plans” means, collectively, (i) the Company Equity Incentive Plan, (ii) the Company Legacy Option Plan, (iii) the Company DSU Plan, and (iv) any other plan pursuant to which the Company may provide or has provided equity or equity-based incentives to employees, officers, directors or consultants.

(z) “Company Equity Incentive Plan” means the Company’s amended and restated equity incentive plan dated July 1, 2025.

(aa) “Company Financial Statements” has the meaning set forth in Section 3.1(f)(i) of Schedule A.

(bb) “Company Incentive Awards” means awards granted under the Company Employee Share Plans.

(cc) “Company Intellectual Property” means all Intellectual Property which the Company and Company Subsidiaries own or purport to own.

(dd) “Company Leased Real Property” has the meaning set forth in Section 3.1(o)(i) of Schedule A.

(ee) “Company Legacy Option Plan” means the Company’s amended and restated legacy option plan dated May 22, 2025.

(ff) “Company Legacy Options” means options granted under the Company Legacy Option Plan.

(gg) “Company Material Adverse Effect” means any change, event, state of facts or development that has had or would reasonably be expected to have a material adverse effect on the business, financial condition, assets or continuing results of operations of the Company and the Company Subsidiaries, taken as a whole; provided, however, that no change, event, state of facts or development resulting from any of the following shall be deemed to be or taken into account in determining whether there has been or will be, a “Company Material Adverse Effect”: (i) the entry into or the announcement, pendency or performance of this Agreement or the transactions contemplated hereby or the consummation of any transactions contemplated hereby, including (A) the identity of the Purchaser, the Parent and their respective Affiliates, (B) by reason of any communication by the Purchaser, the Parent or any of their respective Affiliates regarding the plans or intentions of the Purchaser with respect to the conduct of the business of the Company and the Company Subsidiaries following the Effective Time, and (C) the impact of any of the foregoing on any relationships with customers, suppliers, vendors, business partners, employees or any other Person, (ii) any change, event or development in or affecting financial, economic, social or political or geopolitical conditions (including international trade) generally or the securities, credit or financial markets in general, including interest rates, inflation rates or exchange rates, or any changes therein, in Canada or any change, event or development generally affecting the Canadian dental industry (including as a result of the federal government’s Canadian Dental Care Plan), (iii) any change in the market price or trading volume of the equity securities of the Company or of the equity or credit ratings or the ratings outlook for the Company or any of the Company Subsidiaries by any applicable rating agency; provided, however, that the exception in this clause (iii) shall not prevent the underlying facts giving rise to such change, if not otherwise excluded from the definition of Company Material Adverse Effect, from being taken into account in determining whether a Company Material Adverse Effect has occurred, (iv) the suspension of trading in securities generally on the TSX, (v) any adoption, implementation, proposal or change after the date hereof in any applicable Law or IFRS or interpretation of any of the foregoing, (vi) any action taken or not taken to which the Purchaser has consented in writing, (vii) any action required to be taken or not taken by Law or this Agreement or taken or not taken at the request of the Purchaser or the Parent, (viii) the failure of the Company or any Company Subsidiary to meet any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period ending on or after the date of this Agreement; provided, however, that the exception in this clause (viii) shall not prevent the underlying facts giving rise to such failure, if not otherwise excluded from the definition of Company Material Adverse Effect, from being taken into account in determining whether a Company Material Adverse Effect has occurred; and provided, further, that this clause (viii) shall not be construed as implying that the Company is making any representation or warranty with respect to any internal or public projections, budgets, forecasts or estimates of revenues, earnings or other financial results for any period, (ix) the commencement, occurrence, continuation or escalation of any war, armed hostilities or acts of terrorism, (x) any actions or claims made or brought by any of the current or former shareholders or equityholders of the Company or any Company Subsidiary (or on their behalf or on behalf of the Company or

any Company Subsidiary, but in any event only in their capacities as current or former stockholders or equityholders) arising out of this Agreement or the Arrangement, (xi) the existence, occurrence or continuation of any force majeure events, including any earthquakes, floods, hurricanes, tropical storms, fires or other natural disasters or any national, international or regional calamity, (xii) any epidemic, pandemic or outbreaks of illness or disease, or (xiii) any information or matter disclosed in the Company Disclosure Letter prior to the date hereof for which, and only to the extent that, the nature and magnitude of the change, event, state of facts or development is reasonably apparent on the face of such disclosure; provided, that (A) with respect to clauses (ii), (v), (ix), (xi) and (xii), such changes, events, state of facts or developments may be taken into account to the extent they disproportionately adversely affect the Company and the Company Subsidiaries, taken as a whole, compared to other companies operating in the Canadian dental industry (in which case only the incremental disproportionate adverse effect may be taken into account in determining whether a Company Material Adverse Effect has occurred) and (B) clauses (i) and (x) shall not apply to the use of Company Material Adverse Effect in Section 3.1(d) (No Conflicts) of Schedule B or Section 5.2(a) as it relates to Section 3.1(d) (No Conflicts) of Schedule B. References in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a “Company Material Adverse Effect” has occurred.

(hh) “Company Material Contract” has the meaning set forth in Section 3.1(v)(i) of Schedule A.

(ii) “Company Operating Subsidiary” means dentalcorp Health Services Ltd., 1348856 B.C. Ltd. and DCC Health Services (Québec) Inc.

(jj) “Company Options” means options granted under the Company Equity Incentive Plan or Company Legacy Option Plan.

(kk) “Company Owned Real Property” has the meaning set forth in Section 3.1(n)(i) of Schedule A.

(ll) “Company Public Filings” means all documents filed or required to be filed by the Company with any Securities Authority since January 1, 2024.

(mm) “Company Real Property” means the Company Owned Real Property and the Company Leased Real Property.

(nn) “Company Registered Intellectual Property” has the meaning set forth in Section 3.1(s)(i) of Schedule A.

(oo) “Company RRSP” means the Company’s group registered retirement savings plan with Sun Life Assurance Company of Canada.

(pp) “Company Securities” means Company Shares, Company Options, Company Legacy Options, Restricted Share Units and Performance Share Units.

(qq) “Company Securityholder Approval” means the approval of the Arrangement Resolution by the Company Securityholders at the Securityholder Meeting in accordance with the Interim Order.

(rr) “Company Securityholders” means, collectively, the Company Shareholders, the holders of Company Options, the holders of Company Legacy Options, the holders of Restricted Share Units and the holders of Performance Share Units.

(ss) “Company Shareholders” means holders of Company Shares.

(tt) “Company Shares” means, collectively, the Multiple Voting Shares and the Subordinate Voting Shares.

(uu) “Company Software” has the meaning set forth in Section 3.1(s)(iii) of Schedule A.

(vv) “Company Subsidiary” means any Subsidiary of the Company (provided that each Professional Corporation shall be deemed to be a “Company Subsidiary” for purposes of this Agreement, except that each reference to “Company Subsidiary” in Section 4.1 shall be deemed, to the extent such “Company Subsidiary” is a Professional Corporation, to be subject to the Company’s commercially reasonable efforts.

(ww) “Company’s Constatting Documents” means the notice of articles and articles of the Company and all amendments thereto.

(xx) “Competition Act” means the *Competition Act* (Canada).

(yy) “Competition Act Approval” means that the Commissioner: (a) shall have issued an Advance Ruling Certificate; or (b) the applicable waiting period under section 123 of the Competition Act shall have expired or been terminated by the Commissioner, or the obligation to submit a notification shall have been waived under paragraph 113(c) of the Competition Act.

(zz) “Consideration” means \$11.00 in cash per Company Share, excluding the Rollover Shares.

(aaa) “Constatting Documents” means notice of articles, articles, articles of incorporation, amalgamation, or continuation, as applicable, any by-laws, and any similar constating documents, and all amendments thereto.

(bbb) “Continuing Employee” has the meaning set forth in Section 4.8(a).

(ccc) “Contract” means any binding agreement, contract, lease (whether for real or personal property), commitment, note, bond, mortgage, indenture, deed of trust, loan or evidence of Indebtedness, to which a Person is a party or to which the properties or assets of such Person are subject, whether oral or written.

(ddd) “control” as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise, with the terms “controlling”, “controlled by” and “under common control with” having correlative meanings.

(eee) “Court” means the Supreme Court of British Columbia.

(fff) “Data Security Incident” means any (i) loss, theft of or damage to Personal Information; (ii) unauthorized or unlawful access to, or use, disclosure or other Processing of Personal Information; or (iii) any other cybersecurity incident, requiring notification to any Persons or Governmental Entity pursuant to the Privacy Requirements.

(ggg) “Debt Financing Sources” means the Persons party to the Debt Commitment Letter that have committed to provide or otherwise entered into Contracts with respect to all or any part of the Debt Financing (including the parties to any related joinder agreements, credit agreements or indentures (including the definitive agreements relating thereto)), any underwriters, arrangers, placement agents or initial purchasers in connection with the Debt Financing, and their respective Affiliates and their and their respective Affiliates’ officers, directors, partners (general or limited), employees, lawyers, advisors, agents and Representatives and their respective successors and permitted assigns.

(hhh) “Deferred Share Units” means deferred share units granted pursuant to the Company DSU Plan.

(iii) “delivered” or “made available” means, with respect to documents or information required to be provided by the Company to the Purchaser or the Parent, any documents or information (i) posted by the Company or any of its Representatives in the Company’s electronic data room, (ii) filed by the Company and publicly available through SEDAR+ or (iii) otherwise made reasonably available by the Company or its Representatives to the Purchaser, in each case prior to 5:00 p.m. (Toronto time) on September 25th, 2025.

(jjj) “Dental Certificate” means an Authorization issued by a College authorizing a Professional Corporation to practice as a professional dental corporation in the applicable province or territory of Canada.

(kkk) “Dental Services” means the delivery of dental or dental hygiene professional services subject to Healthcare Laws.

(lll) “Depository” means such Person that the Company and the Purchaser, each acting reasonably, may agree to in writing to act as depository for Company Shares in relation to the Arrangement.

(mmm) “Disclosed Personal Information” means Personal Information that a Party receives from the other Party in connection with this Agreement prior to Closing.

(nnn) “Dissent Rights” means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement.

(ooo) “Effective Date” means the date upon which the Arrangement becomes effective, as set out in Section 1.7.

(ppp) “Effective Time” means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as agreed to by the Company and the Purchaser in writing.

(qqq) “Employee” means an individual employed by the Company or any of the Company Subsidiaries, whether full-time or part time, active or inactive.

(rrr) “Environmental Laws” means all Laws and agreements with Governmental Entities which (a) regulate or relate to (i) the protection or clean-up of the environment or (ii) the treatment, storage, transportation, handling, exposure to, disposal or Release of any harmful or deleterious materials or (b) impose liability (including for enforcement, investigatory costs, cleanup, removal or response costs, natural resource damages, contribution, injunctive relief, personal injury or property damage) with respect to any of the foregoing.

(sss) “Environmental Permits” means any approval, certificate, permit, registration, identification number, license and other authorization under any applicable Environmental Law.

(ttt) “Fairly Disclosed” means information that has been disclosed in the Company Filings in sufficient detail to enable a reader to identify and make a reasonably informed assessment of the nature and scope of the fact, matter or circumstance so disclosed.

(uuu) “Fairness Opinions” means, collectively, (i) the fairness opinion of Canaccord Genuity Corp. to the effect that, as of the date of such opinion and based on and subject to the limitations, qualifications and assumptions set forth therein, the Consideration to be received by the Company Shareholders (other than the Rollover Shareholders) pursuant to the Arrangement is fair, from a financial point of view, to such shareholders and (ii) the fairness opinion of INFOR Financial Inc. to the effect that, as of the date of such opinion and based on and subject to the limitations, qualifications and assumptions set forth therein, the Consideration to be received by the Company Shareholders (other than the Rollover Shareholders) pursuant to the Arrangement is fair, from a financial point of view, to such shareholders.

(vvv) “Final Order” means the final order of the Court pursuant to section 291 of the BCBCA approving the Arrangement, in form and substance acceptable to each of the Purchaser and the Company, acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date (with the consent of the Company and the Purchaser, each acting reasonably).

(www) “Financing Conditions” means, with respect to the Debt Financing, the conditions precedent to the initial funding of the Debt Financing as set forth in the Debt Commitment Letter.

(xxx) “Financing Sources” means, collectively, the Equity Financing Sources and the Debt Financing Sources.

(yyy) “Governmental Entity” means (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission (including any securities commission or similar regulatory authority), board, College, bureau, ministry, minister, agency or instrumentality, domestic or foreign, (ii) any subdivision, agent or authority of any of the above, (iii) any quasi-governmental body, professional body or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange.

(zzz) “GST/HST” means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

(aaaa) “Hazardous Substances” means any toxic, dangerous, reactive, corrosive, ignitable or flammable chemical, or chemical compound, or hazardous substance, hazardous material or hazardous waste, whether solid, liquid or gas, that is subject to regulation, control or remediation or for which liability or standards of care are imposed under any Environmental Laws including petroleum (including crude oil or any fraction thereof), asbestos, radioactive materials and polychlorinated biphenyls, or toxic mold.

(bbbb) “Healthcare Laws” means all applicable Laws relating to the provision of Dental Services or practice of Regulated Dental Professionals in Canada (including the use and operation of radiology and dental equipment), including Laws of any applicable College governing the professional services performed by Regulated Dental Professionals, as may be amended from time to time and including, without limitation, the *Food and Drugs Act* (Canada), the *Controlled Drugs and Substances Act* (Canada), the *Dentistry Act* (Ontario), the *Regulated Health Professions Act* (Ontario), the *Dental Hygiene Act* (Ontario), the *Dental Technology Act* (Ontario), the Health Professions Procedural Code (Ontario), the *Healing Arts Radiation Protection Act* (Ontario), and the equivalent or similar Laws in all other provinces and territories of Canada.

(cccc) “IFRS” means International Financial Reporting Standards.

(dddd) “Indebtedness” means, with respect to any Person, without duplication, (a) all obligations of such Person and its Subsidiaries for borrowed money, including obligations evidenced by notes, bonds, debentures or other similar instruments, (b) all reimbursement obligations of such Person and its Subsidiaries under letters of credit to the extent such letters of credit have been drawn, (c) obligations of such Person and its Subsidiaries in respect of interest rate, currency or other swaps, hedges or similar derivative arrangements, (d) all capital lease obligations of such Person and its Subsidiaries, (e) all obligations of such Person and its Subsidiaries for guarantees of another Person in respect of any items set forth in clauses (a) through (d), and (f) all outstanding prepayment premium obligations of such Person and its Subsidiaries, if any, and accrued interest, fees and expenses related to any of the items set forth in clauses (a) through (c). For the avoidance of doubt, “Indebtedness” shall not include any

Indebtedness from the Company to a wholly owned Company Subsidiary (or vice versa) or between wholly owned Company Subsidiaries.

(eeee) “Independent Contractor” means (i) any individual consultant, dependent contractor, independent contractor or other service provider providing services in connection with the Business and who is not an Employee (including, for greater certainty, any applicable Regulated Dental Professional), or (ii) any such individual’s professional corporation or other personal services company.

(ffff) “Industry Security Standards” means security measures, practices and procedures prescribed in at least one of the following (each as may be updated, modified or replaced from time to time): (a) ISO / IEC 27000-series – <http://www.iso27001security.com/>; and/or (b) COBIT 2019 – <http://www.isaca.org/cobit/>; and/or (c) National Institute of Standards and Technology Cyber Security Framework – <http://www.nist.gov/cyberframework/>.

(gggg) “Intellectual Property” means any and all intellectual property and intellectual property rights which may exist under the Laws of any jurisdiction in the world, including: (i) trademarks, service marks, trade names, brand names, logos, trade dress and similar designations of source or origin (including any registrations or applications for registration, as well as common law rights in any of the foregoing), together with all goodwill related to the foregoing; (ii) pending or issued patents and industrial designs (including any continuations, continuations in part, renewals, divisionals, provisionals, extensions and applications for any of the foregoing); (iii) copyrights (including any registrations and applications therefor and whether registered or unregistered) and works of authorship; (iv) internet domain names; (v) social media handles and all goodwill associated therewith; (vi) intellectual property rights in computer programs and Software and documentation related thereto; (vii) intellectual property rights in data and databases; and (viii) trade secrets and other confidential information, including know-how, technology, proprietary processes, formulae, algorithms, models, user interfaces, inventions, discoveries, concepts, ideas, techniques, methods, methodologies, industrial property rights and research and development information.

(hhhh) “Interim Order” means the interim order of the Court made in connection with the Arrangement, in form and substance acceptable to each of the Purchaser and the Company, acting reasonably, and providing for, among other things, declarations and directions in respect of the notice to be given of, and the calling and holding of the Securityholder Meeting, as the same may be amended, modified, supplemented or varied by the Court (provided that any such amendment has been approved in writing by the Company and the Purchaser, each acting reasonably).

(iiii) “Investment Canada Act” means the *Investment Canada Act* (Canada).

(jjjj) “Investment Canada Act Approval” means (i) approval or deemed approval that the Transactions are likely to be of net benefit to Canada pursuant to the Investment Canada Act by the responsible Minister under the Investment Canada Act, or any Person delegated to act on behalf of the responsible Minister, and (ii) (A) the responsible Minister has not sent to the Purchaser a notice under subsection 25.2(1) of the Investment Canada Act within

the prescribed time period and the Minister has not made an order under subsection 25.3(1) of the Investment Canada Act in respect of the Transaction within the prescribed time period; or (B) if such a notice has been sent or such an order has been made, the Purchaser has subsequently received (w) a notice under paragraph 25.2(4) of the Investment Canada Act indicating that a review of the Transaction on grounds of national security will not be commenced, (x) a notice under paragraph 25.3(6)(b) of the Investment Canada Act indicating that no further action will be taken in respect of the Transaction, (y) a notice under paragraph 25.3(6)(c) of the Investment Canada Act indicating that consideration of the Transaction is complete and, based on the undertakings offered by the Parties, no further action will be taken in respect of the Transaction or (z) a copy of an order under paragraph 25.4(1)(b) authorizing the Transaction on the terms and conditions contained in the order.

(kkkk) “IP License” has the meaning set forth in Section 3.1(s)(i) of Schedule A.

(llll) “IT Systems” means all computer systems (including PCs, servers, monitors, hardware, Software, network equipment, websites and internet-related information technology infrastructure, databases, electronic devices) including those that are used for the transmission, storage or processing of data, including Personal Information, that are owned or used in the conduct of the Business.

(mmmm) “know” or “knowledge” means, with respect to the Company, the actual knowledge of such persons listed in Section 7.13(mmmm) of the Company Disclosure Letter, and with respect to the Purchaser, the actual knowledge of the persons listed in Schedule D, in each case after making reasonable inquiries of such individuals within the Company or the Purchaser, as the case may be, as they consider necessary concerning the matters that are the subject of the representations and warranties made in this Agreement.

(nnnn) “Laws” means any and all applicable: (i) federal, provincial, territorial, state, local or foreign laws (including common law and civil law), legislation, statute, code, directive, ordinance, rule, regulation, stipulation, or decree; (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity; and (iii) policies, guidelines, notices, ordinances, protocols and proposed legislative amendments to the extent that they have the force of law.

(oooo) “Licensed Intellectual Property” means all Intellectual Property owned by a third Person that is licensed to the Company or a Company Subsidiary.

(pppp) “Lien” means any lien, mortgage, pledge, security instrument, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, purchase option, right of first refusal, easement, security interest, charge, encumbrance, deed of trust, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law.

(qqqq) “Malicious Code” means any “virus”, “worm”, “time bomb”, “vulnerability”, “key-lock”, “backdoor”, “trap door”, “drop dead device”, “software lock”, “Trojan horse”, “spyware” or “adware” or any other code designed or intended to have any

of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, an IT System or other device on which such code is stored or installed, or (ii) compromising the privacy or data security of a user or damaging or destroying any data or file without the user's consent.

(rrrr) "MI 61-101" means Multilateral Instrument 61-101 - *Protection of Minority Shareholders in Special Transactions*.

(ssss) "Minister" means the Minister of Industry or the Minister of Canadian Identity and Culture, as applicable, and includes any Person designated by the Minister to act on his or her behalf.

(tttt) "Misrepresentation" has the meaning ascribed thereto under Securities Laws.

(uuuu) "Multiple Voting Shares" means the Multiple Voting Shares without par value in the authorized share structure of the Company.

(vvvv) "No-Action Letter" shall mean a letter or other notification in writing from the Commissioner to the Purchaser or the Company, or any of their Affiliates as the case may be, that the Commissioner does not, at that time, intend to make an application under section 92 of the Competition Act in respect of any of the transactions contemplated by this Agreement, such letter or other written notification having not been modified or withdrawn prior to the Closing.

(www) "Open Source Code" means any Software that is distributed or made available under a license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation) including the GPL, LGPL, Mozilla license, Apache license, Common Public License, BSD license or similar terms.

(xxxx) "Ordinary Course" means, with respect to an action taken by a Person, that such action is consistent with the past custom and practices of such Person and is taken in the ordinary course of operations of such Person.

(yyyy) "Outside Date" means January 24th, 2026, subject to the right of either the Purchaser or the Company to postpone the Outside Date by a period of not less than thirty (30) calendar days if the Effective Date has not occurred by January 24th, 2026 as a result of the failure to satisfy the condition set forth in Section 5.1(b) or Section 5.1(c) (if the Law giving rise to the failure of such condition to be satisfied relates to the Competition Act Approval or the Investment Canada Act Approval), by giving written notice to the other to such effect no later than 5:00 p.m. on the date that is not less than two Business Days prior to the original Outside Date (and any subsequent Outside Date), or such later date as may be agreed to in writing by the Purchaser and the Company; provided that, notwithstanding the foregoing, (i) neither the Purchaser nor the Company shall have the right to postpone the Outside Date if the failure to satisfy the condition set forth in Section 5.1(b) or Section 5.1(c) is primarily the result of a material failure to perform obligations under this Agreement by the Purchaser (in the case of a postponement by the Purchaser) or by the Company (in the case of a postponement by the

Company) and (ii) all such postponements of the Outside Date may not exceed 60 days in the aggregate.

(zzzz) “Parent Shares” means shares in the authorized share structure of Parent, each such share a “Parent Share”.

(aaaaa) “Parties” means the Company, the Purchaser and the Parent, and “Party” means any one of them, as the context requires.

(bbbbb) “Partner Dentist” means a dentist who, either directly or indirectly, through a professional corporation controlled by the dentist, is responsible for, among other things, overseeing the day-to-day operations of one or more of the Company’s practice locations, pursuant to one or more services agreements with the Company.

(ccccc) “PCI-DSS” has the meaning set forth in Section 3.1(u)(ix) of Schedule A.

(ddddd) “Performance Share Units” means performance share units granted pursuant to the Company Equity Incentive Plan.

(eeee) “Permitted Dividends” means (i) payment of the previously declared dividend in the amount of \$0.025 per Company Share, payable on October 21, 2025 to shareholders of record at the close of business on October 2, 2025, and (ii) at the discretion of the Board, declaration and payment of a dividend in the amount of no more than \$0.025 per Company Share payable on a date to be determined by the Company Board to shareholders of record at the close of business on a date to be determined by the Company Board that is on or after January 16, 2026.

(fffff) “Permitted Liens” means (i) statutory Liens for Taxes, assessments or other charges by Governmental Entities not yet due and payable or the amount or validity of which are being contested in good faith and for which adequate reserves have been established on the Company Financial Statements in accordance with IFRS (to the extent required by IFRS), (b) mechanics’, workmen’s, repairmen’s, carriers’ or warehousemen’s Liens (A) arising in the Ordinary Course for amounts not yet due and payable or the amount or validity of which are being contested in good faith and for which adequate reserves have been established on the Company Financial Statements in accordance with IFRS (to the extent required by IFRS) or (B) arising in connection with construction in progress for amounts not yet due and payable, (iii) Liens for which title insurance coverage has been obtained pursuant to a Company or Company Subsidiary title insurance policy prior to the date hereof, (iv) easements whether or not shown by the public records, overlaps, encroachments and any matters not of record that: (A) would be disclosed by an accurate survey or a personal inspection of the property or, (B) individually or in the aggregate, do not materially adversely impair the current use, operation or value of the subject real property, (v) title to any portion of any owned or leased real property lying within the boundary of any public or private road, easement or right of way, (vi) Liens created, imposed or promulgated by Law or by any Governmental Entities, including zoning regulations, use restrictions and building codes, (vii) such other non-monetary Liens or imperfections of title, easements, covenants, rights of way, restrictions and other similar charges or encumbrances disclosed in title opinions or

policies or commitments of title insurance or that, individually or in the aggregate, do not, and would not reasonably be expected to, materially impair the existing use (or if such real property is vacant, the intended use), operation or value of, the property or asset affected by the applicable Lien, (viii) Liens, rights or obligations created by or resulting from the acts or omissions of the Purchaser or any of its Affiliates and their respective investors, lenders, employees, officers, directors, members, shareholders, partners, agents, representatives, contractors, invitees or licensees or any Person claiming by, through or under any of the foregoing; and (ix) Liens securing mortgages/loans as set forth in Section 3.1(n)(i) of the Company Disclosure Letter.

(ggggg) “Person” includes an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate, joint venture, unincorporated organization, other form of business organization, trust, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

(hhhhh) “Personal Information” means, in addition to any definition provided by applicable Privacy Laws, including for any analogous terms (e.g. “personal health information”), any information about an identifiable individual or information that could be used alone or in combination with other available information to identify an individual and includes personal health information.

(iiiiii) “Plan of Arrangement” means the plan of arrangement, substantially in the form and content of **Error! Reference source not found.**, and any amendments or variations thereto made in accordance with this Agreement and the Plan of Arrangement or upon the direction of the Court (with the prior consent of the Company and the Purchaser, each acting reasonably) in the Final Order;

(jjjjj) “Privacy Laws” means any applicable Laws to which the Company or Company Subsidiaries are subject, in each case relating to the Processing of Personal Information, privacy, data security, including the *Personal Information Protection and Electronic Documents Act* and any substantially similar provincial Laws.

(kkkkk) “Privacy Requirements” means all of the following, to the extent relating to Processing of Personal Information, privacy and data security and applicable to the Company or Company Subsidiaries: (i) Privacy Laws; (ii) to the extent not inconsistent with the foregoing, all of the obligations, restrictions and prohibitions related to Personal Information imposed by the policies, rules, procedures, and agreements of the Company or Company Subsidiaries; (iii) industry standards applicable to the industry in which the Company and Company Subsidiaries operate, including PCI-DSS; and (iv) Contracts to which the Company or Company Subsidiaries are bound.

(lllll) “Processing”, “Process” or “Processed” means the access, acquisition, collection, use, recording, alteration, retention, transfer, disclosure, destruction, disposal, de-identification, anonymization or any other processing (as may be defined by applicable Privacy Laws) of any Personal Information (whether in electronic or any other form or medium).

(mmmmm) “Professional Corporations” means, collectively, Dr. Larry Podolsky Dentistry Professional Corporation, Cliniques Dentaires Dr. Sam N. Sgro Inc., Dr. Podolsky Dental Professional (NS) Inc., Dr. Larry Podolsky Dental Corporation, Dr. Podolsky (NB) Professional Corporation, Dr. Larry Podolsky (YK) Professional Corporation, Dr. Larry Podolsky Dental Clinic Inc., Dr. Podolsky (PEI) Professional Corporation, Dr. Larry Podolsky Dental Professional Corporation, Jerry Baluta (Manitoba) Dental Corporation, C.W.A. Young Professional Corporation and each other Person that has entered into Specified Agreement(s) with the Company or any Company Subsidiary as those currently in effect with the foregoing corporations, but for certainty does not (and is not intended to) include corporations (including professional corporations) established by Regulated Dental Professionals for the purpose of delivering services under a Service Agreement, and “Professional Corporation” means any of them as the context requires.

(nnnnn) “Purchaser Parties” means, collectively, the Purchaser, the Parent, the Guarantors and any of their respective former, current or future directors, officers, employees, agents, general or limited partners, managers, members, stockholders, Affiliates, successors or assignees or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, Affiliate, successor or assignee of any of the foregoing.

(ooooo) “QST” means all Québec sales tax imposed under Title I of An Act respecting the Québec sales tax (Québec).

(ppppp) “Registered Intellectual Property” means Canadian, United States and foreign: (a) patents and patent applications (including provisional applications), (b) registrations and pending applications for industrial designs, (c) registrations and pending applications for trademarks, (d) registered internet domain names, and (e) registered copyrights and applications for copyright registration.

(qqqqq) “Regulated Dental Professional” means an individual and/or professional corporation controlled by such individual engaged by the Company or a Company Subsidiary who is licensed or registered to provide Dental Services in a jurisdiction by the applicable College.

(rrrrr) “Regulatory Approval” means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity (and any extensions thereof, including through a timing or other agreement), in each case in connection with the Arrangement and includes the Competition Act Approval and the Investment Canada Act Approval, but excludes the Interim Order, the Final Order and any other approval of the Arrangement by the Court under corporate law.

(sssss) “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

(ttttt) “Related Parties” means, with respect to any Party, such Party’s Affiliates and the former, current and future directors, officers, managers, members, shareholders,

equity holders, partners, employees, incorporators, Lenders, agents, advisors, lawyers, representatives, Affiliates, affiliated (or commonly advised) funds, successors and permitted assigns of the foregoing.

(uuuuu) “Representative” means, with respect to any Person, such Person’s directors, trustees, partners, managers, officers, employees, consultants, advisors (including counsel, accountants, investment bankers, experts, consultants and financial advisors), agents and other representatives and, in the case of the Purchaser, its Financing Sources.

(vvvvv) “Restricted Share Units” means restricted share units granted pursuant to the Company Equity Incentive Plan.

(wwwww) “Rollover Agreement” means each rollover agreement entered into among the Purchaser and/or the Parent and one or more Company Shareholders pursuant to which each such Company Shareholder has agreed to transfer their Rollover Shares to the Parent in exchange for consideration that includes Parent Shares, the Consideration, or a combination thereof.

(xxxxx) “Rollover Share” means any Company Share which is the subject of a Rollover Agreement as of the Effective Date.

(yyyyy) “Rollover Shareholders” means any Company Shareholder that is party to a Rollover Agreement.

(zzzzz) “Securities Authority” means the Ontario Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada.

(aaaaa) “Securities Laws” means the *Securities Act* (Ontario) and similar Laws in the other provinces and territories of Canada.

(bbbbb) “Security Program” has the meaning set forth in Section 3.1(t)(i) of Schedule A.

(ccccc) “Securityholder Meeting” means the special meeting of the Company Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought advisable, approving the Arrangement Resolution.

(ddddd) “SEDAR+” means the System for Electronic Document Analysis and Retrieval+ maintained on behalf of the Securities Authorities.

(eeeee) “Service Agreement” means a Contract between a Company Subsidiary, on the one hand, and certain dentist Regulated Dental Professionals, on the other hand, pursuant to which the dentist Regulated Dental Professional provides Dental Services in connection with the Business.

(fffff) “Service Provider” means any Employee, individual Independent Contractor or director of the Company or any Company Subsidiary.

(ggggg) “Share Appreciation Rights” means share appreciation rights granted pursuant to the Company Equity Incentive Plan.

(hhhhh) “Share Options” means options to purchase Company Shares granted pursuant to the Company Equity Incentive Plan.

(iiiiii) “Software” means computer programs, whether in source code or object code form, and including (i) firmware, and application programming interfaces, (ii) descriptions, schematics, specifications, flow charts and other work product used to design, plan, organize and develop any of the foregoing, and (iii) documentation, including user documentation, user manuals and training materials, files, and records relating to any of the foregoing.

(jjjjj) “Specified Agreements” means the agreements between the Company and/or a Company Subsidiary, on the one hand, and one or more Professional Corporation(s) and/or the shareholder dentist(s) of such Professional Corporation(s), as the case may be, pursuant to which the Company and Company Subsidiaries operate the Business in conjunction with the Professional Corporations.

(kkkkk) “Subordinate Voting Shares” means the Subordinate Voting Shares without par value in the authorized share structure of the Company.

(lllll) “Subsidiary” means, with respect to a Person, any other Person that, directly or indirectly, is controlled by such first Person and/or by one or more of its Subsidiaries or of which such first Person and/or one of its Subsidiaries serves as a general partner (in the case of a limited partnership) or of which such first Person and/or one of its Subsidiaries holds more than 50% of the interests of the partnership (in the case of a partnership, other than a limited partnership) or a manager or managing member (in the case of a limited liability entity) or similar function.

(mmmmm) “Superior Proposal” means a *bona fide* written Acquisition Proposal made by a third party (except that, for purposes of this definition, the references in the definition of “Acquisition Proposal” to “20%” shall be replaced by “100%”, other than any Company Shares held by the Persons or group of Persons making such Acquisition Proposal) after the date of this Agreement on terms that the Company Board determines in good faith, after consultation with the Company’s outside legal counsel and financial advisors, (A) would result, if consummated, in a transaction that is more favourable to the Company Shareholders (other than the Rollover Shareholders solely in their capacity as such) from a financial point of view than the Arrangement, (B) is reasonably likely to be consummated without undue delay following termination of the Voting Support Agreements, after taking into account (x) the financial, legal, regulatory and any other aspects of such proposal, (y) the likelihood and timing of consummation (as compared to the Arrangement) and (z) any changes to the terms of this Agreement proposed by the Purchaser and any other information provided by the Purchaser (including pursuant to Section 4.4 of this Agreement), (C) complies with Securities Laws and did not result from any

material breach of Section 4.4, (D) is not subject to any financing condition, (E) in respect of which it has been demonstrated to the satisfaction of the Company Board, acting in good faith after consultation with its financial advisor(s) and external legal counsel, that adequate arrangements have been made in respect of any financing required to complete such Acquisition Proposal, and (F) that is not subject to any due diligence or access condition.

(nnnnnn) “Tax” and “Taxes” means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers’ compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; and (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii).

(oooooo) “Tax Act” means the *Income Tax Act* (Canada).

(pppppp) “Tax Return” means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes (including any attachments or schedules thereto, and any amendments thereof).

(qqqqqq) “Third Party Payor” means federal, provincial or territorial health insurance or assistance programs, government insurers, private or commercial insurers and any other Person, payor or entity which presently or in the future maintains Third Party Payor Programs.

(rrrrrr) “Third Party Payor Program” means all Third Party Payor programs in which the Company or any Company Subsidiary participates or is enrolled, or to which the Company or any Company Subsidiary submits claims on behalf of customers (including federal, provincial or territorial programs or any other Third Party Payor or commercial plan that reimburses for health care items or services).

(ssssss) “Transactions” means the transactions contemplated by this Agreement.

(tttttt) “TSX” means the Toronto Stock Exchange.

(uuuuuu) “Valuation” means the independent formal valuation of INFOR Financial Inc. in respect of the Company Shares prepared in accordance with MI 61-101.

(vvvvvv) “Voting Support Agreement” means each of the voting support agreements entered into as of the date hereof between the Purchaser, on the one hand, and each Supporting Securityholder, on the other hand, pursuant to which, in each case, the Supporting Securityholders have agreed, among other things, to vote all of the Company Securities beneficially owned by them in favour of the Arrangement Resolution, on the terms and subject to the conditions set forth in the Voting Support Agreements.

(wwwwww) “WARN” has the meaning set forth in Section 3.1(l)(iv) of Schedule A.

(xxxxxx) “Work Orders” means, collectively, work orders, deficiency notices, notices of any violation, outstanding building permits, or other similar communications from any municipality or Governmental Entity, board of insurance underwriters, regulatory authority or otherwise, requiring or recommending that work or repairs in connection with any Company Real Property or any part thereof is necessary, desirable or required.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

DENTALCORP HOLDINGS LTD.

By: (signed) “Robert Wolf”
Name: Robert Wolf
Title: Co-Chair of the Special Committee

ARYEH BIDCO INVESTMENT LTD.

By: (signed) “John D. Kos”
Name: John D. Kos
Title: Director

ARYEH TOPCO HOLDING LTD.

By: (signed) “John D. Kos”
Name: John D. Kos
Title: Director

SCHEDULE A
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 Representations and Warranties of the Company

(a) Organization and Qualification; Company Subsidiaries.

(i) The Company is a corporation duly incorporated, validly existing and in good standing under the Laws of the Province of British Columbia. Each Company Operating Subsidiary and Professional Corporation is a corporation or other legal entity duly incorporated or organized, validly existing and in good standing, as applicable, under the Laws of the jurisdiction of its incorporation or organization. The Company and each Company Subsidiary has the requisite corporate or other legal power and authority, as the case may be, to own, lease and operate its properties and assets and to carry on the Business as it is now being conducted, except where the failure to have such power and authority would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries, taken as a whole. The Company and each Company Subsidiary is duly qualified to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its properties or assets or the conduct of the Business requires such qualification, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(ii) The Company has made available to the Purchaser a true and complete copy of its Constating Documents and the Constating Documents for each Company Operating Subsidiary and Professional Corporation, as in effect on the date hereof. Such Constating Documents are in full force and effect, and the Company, Company Operating Subsidiaries and Professional Corporations are not in violation of any of the provisions of the Constating Documents.

(iii) Section 3.1(a)(iii) of the Company Disclosure Letter sets forth a complete list of each Company Subsidiary, together with its jurisdiction of organization or incorporation, its authorized, issued and outstanding share capital or other equity interests, and the percentage ownership, directly or indirectly, of the share capital or other equity interests of such Company Subsidiaries by the Company, any Company Subsidiary, or any other Person (including, with respect to the Professional Corporations, any Regulated Dental Professional), as applicable. Other than the Professional Corporations, all Company Subsidiaries that are not Company Operating Subsidiaries do not have any operations, Employees, Contracts, assets or liabilities.

(iv) Section 3.1(a)(iv) of the Company Disclosure Letter sets forth a complete list of Persons, other than the Company Subsidiaries, in which the Company or any Company Subsidiary has an equity interest, together with the Company's or applicable Company Subsidiary's ownership interests and stated percentage interest in such entity.

(b) Capitalization.

(i) The Company is authorized to issue an unlimited number of Subordinate Voting Shares, an unlimited number of Multiple Voting Shares, and an unlimited number of preferred shares, issuable in series. As of the date hereof: (A) 191,165,918 Subordinate

Voting Shares were issued and outstanding, all of which were duly authorized, validly issued, fully paid and non-assessable, and free of preemptive rights; (B) 8,254,535 Multiple Voting Shares were issued and outstanding, all of which were duly authorized, validly issued, fully paid and non-assessable, and free of preemptive rights; and (C) no preferred shares are issued and outstanding.

(ii) There are no options, convertible securities or other rights, shareholder rights plans, agreements or commitments of any character whatsoever (pre-emptive, contingent or otherwise) requiring or which may require the issuance, sale or transfer by the Company or any Company Subsidiary of any securities of the Company or any Company Subsidiary or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to subscribe for or acquire, any securities of or other equity or voting interests in the Company or any Company Subsidiary, except for Subordinate Voting Shares (A) reserved and allotted for issuance upon the exercise of Company Incentive Awards issued and outstanding as of the date hereof and set forth in Section 3.1(b)(ii) of the Company Disclosure Letter; (B) reserved and allotted for issuance pursuant to Contracts listed in Section 3.1(b)(iv) of the Company Disclosure Letter that are binding on the Company, that obligate the Company to issue, acquire or sell, redeem, exchange or convert any Company Shares or other securities listed in Section 3.1(b)(iv) of the Company Disclosure Letter; and (C) otherwise issued or reserved for issuance after the date hereof in strict compliance with the terms of this Agreement.

(iii) Section 3.1(b)(iii) of the Company Disclosure Letter sets forth the following information with respect to each Company Incentive Award: (A) the name of the holder of such Company Incentive Award; (B) the number of subordinate voting shares subject to such Company Incentive Award; (C) the date on which such Company Incentive Award was granted; (D) the extent to which such Company Incentive Award is vested and/or non-forfeitable, as of the date hereof; (E) the time and extent to which such Company Incentive Award is scheduled to become vested and/or non-forfeitable thereafter; and (F) in respect of each Company Option, the exercise price payable upon the exercise of such Company Option. All Subordinate Voting Shares to be issued pursuant to any Company Incentive Award shall be, when issued, duly authorized, validly issued, fully paid and non-assessable, and free of preemptive rights.

(iv) Except as otherwise provided in Section 3.1(b)(i) or as set forth in Sections 3.1(b)(ii), 3.1(b)(iii) and 3.1(b)(iv) of the Company Disclosure Letter, there are no (A) outstanding securities of the Company or any Company Subsidiary convertible into or exercisable for one or more shares or other equity or voting interests in the Company or any Company Subsidiary, (B) options, warrants or other rights or securities issued or granted by the Company or any Company Subsidiary relating to or based on the value of the equity securities of the Company or any Company Subsidiary, (C) outstanding restricted shares, restricted share units, share appreciation rights, performance shares, contingent value rights, “phantom” shares or similar rights issued or granted by the Company or any Company Subsidiary that are linked to the value of the equity securities of the Company or any Company Subsidiary, or (D) Contracts that are binding on the Company or any Company Subsidiary that obligate the Company or any Company Subsidiary to issue, acquire or sell, redeem, exchange or convert any of the foregoing in clauses (A)-(C). There are no outstanding bonds, debentures, notes or other Indebtedness of the Company or any of the Company Subsidiaries having the right to vote on any matters on which holders of shares or other equity interests of the Company or any of the Company Subsidiaries may vote. None of the Company Subsidiaries own any Company Shares.

(v) Except as set forth in Section 3.1(b)(v) of the Company Disclosure Letter, the Company or another Company Subsidiary (or with respect to the Professional Corporations, a Regulated Dental Professional) owns, directly or indirectly, all of the issued and outstanding shares or other equity securities of each of the Company Subsidiaries, free and clear of any Liens other than transfer and other restrictions under applicable Securities Laws and Healthcare Laws and restrictions in the Constatng Documents of the Company or any Company Subsidiary, and all of such outstanding shares or other equity securities have been duly authorized and validly issued and are fully paid, non-assessable and not issued in violation of any preemptive rights. Except for equity securities and other investments (including loans) in wholly owned Company Subsidiaries, neither the Company nor any Company Subsidiary has any obligation to acquire any equity interest in another Person, or to make any investment (in each case, in the form of a loan, capital contribution or similar transaction) in, any Company Subsidiary or any other Person. All of the issued and outstanding equity securities of the Professional Corporations are owned by a Regulated Dental Professional in accordance with applicable Healthcare Laws.

(vi) Except for transfer restrictions in the Constatng Documents of the Company or any Company Subsidiary and as set forth in Section 3.1(b)(vi) of the Company Disclosure Letter, neither the Company nor any of the Company Subsidiaries is a party to any Contract with respect to the voting of, that restricts the transfer of or that provides registration rights in respect of, any shares or other voting securities or equity interests of the Company or any of the Company Subsidiaries.

(vii) As of the date of this Agreement, there is no outstanding Indebtedness of the Company and Company Subsidiaries other than as disclosed in the Company Financial Statements or identified in Section 3.1(b)(vii) of the Company Disclosure Letter.

(c) Authority Relative to this Agreement.

(i) The Company has the requisite corporate power and authority to execute and deliver this Agreement and, subject to the receipt of the Company Securityholder Approval, the Interim Order and the Final Order, to consummate the Transactions. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the Transactions have been duly authorized by all necessary corporate proceedings on the part of the Company Board and, other than the approval by the Company Board of the Company Circular, the Company Securityholder Approval and receipt of the Interim Order and the Final Order, the execution, delivery and performance by the Company of this Agreement and its consummation of the Transactions have been duly authorized by all necessary corporate proceedings on the part of the Company. This Agreement has been duly executed and delivered by the Company and (assuming the due authorization, execution and delivery of this Agreement by the Purchaser) constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency, liquidation, reorganization or other similar Laws of general application, now or hereafter in effect, affecting or relating to the enforcement of creditors' rights generally, and (B) general principals of equity, whether considered in a proceeding at law or in equity (clauses (A) and (B) collectively, the "Bankruptcy and Equity Exception").

(ii) As of the date of this Agreement: (A) the Special Committee has unanimously recommended that the Company Board (i) approve the Arrangement and (ii) recommend that Company Securityholders (other than the Rollover Shareholders) vote in favour of the Arrangement Resolution, (B) the Company Board after receiving legal and financial advice has (i) unanimously determined (with any conflicted directors abstaining) that it is in the best interests of the Company to enter into this Agreement and that the Arrangement and the transactions contemplated hereby are fair to the Company Shareholders (other than the Rollover Shareholders), (ii) resolved to unanimously recommend (with any conflicted directors abstaining) that the Company Securityholders (other than the Rollover Shareholders) vote in favour of the Arrangement Resolution, and (iii) authorized the entering into of this Agreement and the performance by the Company of its obligations under this Agreement; and (C) no action has been taken to amend or supersede such determinations, resolutions or authorizations.

(d) No Conflict; Required Filings and Consent.

(i) None of the execution, delivery or performance of this Agreement by the Company or the consummation of the Transactions will: (A) subject to obtaining the Company Securityholder Approval, conflict with or violate any provision of the Company's Constating Documents; (B)(i) conflict with or violate any provision of the Constating Documents of any Company Subsidiary or (ii) assuming that all consents, approvals and authorizations described in Section 3.1(d)(ii) of the Company Disclosure Letter have been obtained and all filings and notifications described in Section 3.1(d)(ii) of the Company Disclosure Letter have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law applicable to the Company or any Company Subsidiary, or any of their respective properties or assets, or (C) with or without notice or lapse of time, or both, require any consent, notice or approval under, violate, conflict with, result in any breach of, or constitute a default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration, notification, cancellation, purchase or sale under or result in the triggering of any payment or creation of a Lien (other than a Permitted Lien) upon any of the respective properties or assets (including rights) of the Company or any Company Subsidiary pursuant to any Contract to which the Company or any Company Subsidiary is a party (or by which any of their respective properties or assets (including rights) are bound) or any Authorization, except, with respect to clauses (B) and (C), as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

(ii) None of the execution, delivery or performance of this Agreement by the Company or the consummation by the Company of the Transactions will require (with or without notice or lapse of time, or both) any consent, approval, authorization or permit of, or filing or registration with or notification to, any Governmental Entity with respect to the Company or any Company Subsidiary or any of their respective properties or assets, other than (A) the Interim Order and any approval required under the Interim Order, (B) the Final Order, (C) filings under the BCBCA, (D) the Competition Act Approval and Investment Act Approval, (E) compliance with Securities Laws and stock exchange rules and policies, and (F) any actions or filings the absence of which, individually or in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect.

(e) Securities Law Matters.

(i) The Company is a “reporting issuer” under Securities Laws in each of the provinces and territories of Canada. The subordinate voting shares in the capital of the Company are listed and posting for trading on the TSX. The Company is not on a list of reporting issuers in default under the Securities Laws of any Canadian province or territory and is not in material default under the applicable listing rules and regulations of the TSX.

(ii) As of the date of this Agreement, the Company has not taken any action to cease to be a reporting issuer in any Canadian province nor has the Company received notification from any Securities Authority seeking to revoke the reporting issuer status of the Company.

(iii) The Company has timely filed the Company Public Filings and has complied in all material respects with all applicable requirements of Securities Laws, as in effect on the date each such document was filed, since January 1, 2024. Each of the Company Public Filings did not, as of the date filed (or if amended or superseded by a subsequent filing, on the date of such filing), contain any Misrepresentations. The Company has not filed any confidential material change report (which remains confidential) with a Securities Authority. The Company has made available to the Purchaser all comment letters and all material correspondence between a Securities Authority, on the one hand, and the Company or any Company Subsidiary, on the other hand, since January 1, 2024. As of the date hereof, there are no material outstanding or unresolved comments received from a Securities Authority with respect to any Company Public Filings and, as of the date hereof, to the Company’s knowledge, none of the Company Public Filings is the subject of an ongoing review by a Securities Authority.

(f) Financial Statements.

(i) The audited consolidated financial statements and unaudited consolidated interim financial statements of the Company (including, in each case, any notes and schedules thereto) and the consolidated Company Subsidiaries included in or incorporated by reference into the Company Public Filings (collectively, the “Company Financial Statements”) (A) were prepared in accordance with IFRS (as in effect in Canada on the date of such Company Financial Statements) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by Securities Laws) and (B) present fairly, in all material respects, the financial position of the Company and the consolidated Company Subsidiaries and the results of their operations and their cash flows as of the dates and for the periods referred to therein (except as may be indicated in the notes thereto or, in the case of interim financial statements, for normal year-end adjustments).

(ii) The Company has established and maintains a system of disclosure controls and procedures and internal control over financial reporting, and has (A) designed such disclosure controls and procedures, or caused them to be designed under management’s supervision, to provide reasonable assurance that material information relating to each of the Company and the Company Subsidiaries is made known to management and others, particularly during the period in which the financial statements are being prepared and to ensure that material information required to be disclosed by the Company in the Company Public Filings is recorded,

processed, summarized and reported within the time periods specified under Securities Laws; and (B) designed such internal control over financial reporting, or caused it to be designed under management's supervision, to provide reasonable assurance regarding the reliability of financial reporting and preparation of financial statements for external purposes in accordance with IFRS.

(iii) There are no material joint venture or off-balance sheet Contracts, transactions, arrangements, obligations (including contingent obligations), guarantees, liabilities or other relationships of the Company or any Company Subsidiary with any unconsolidated entity or other Persons which are not reflected or reserved against in the Company Financial Statements.

(g) Absence of Certain Changes. Since December 31, 2024, (A) the Company, each of the Company Operating Subsidiaries and Professional Corporations have conducted in all material respects the Business in the Ordinary Course and (B) there have not been any changes, events, state of facts or developments that, individually or in the aggregate, have been or would reasonably be expected to have a Company Material Adverse Effect.

(h) Undisclosed Liabilities.

(i) Neither the Company nor any of the Company Subsidiaries has, or is subject to, any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) of a type required by IFRS as in effect on the date hereof to be set forth on a consolidated balance sheet of the Company and the Company Subsidiaries or in the notes thereto, other than liabilities and obligations: (A) disclosed, specifically reflected and adequately reserved against or provided for in the consolidated balance sheet of the Company as of June 30, 2025 or in the notes thereto, or (B) incurred in the Ordinary Course or in connection with the Transactions since June 30, 2025 (in each case, none of which is a liability for breach of contract, breach of warranty, tort, infringement, violation of Law, or that relates to any cause of action, claim or lawsuit), and that otherwise would not, individually or in the aggregate, be material to the Company and the Company Subsidiaries, taken as a whole.

(i) Authorizations; Compliance with Laws.

(i) The Company, each Company Operating Subsidiary and each Professional Corporation is in possession of all material Authorizations necessary for it to own, lease and operate its properties and assets, and to carry on and operate the Business as currently conducted as of the date hereof (the "Company Authorizations"), and all such Company Authorizations are in full force and effect. No suspension or cancellation of any Company Authorization is pending or, to the knowledge of the Company, threatened in writing and no such suspension or cancellation will result from the Transactions.

(ii) The Company, each Company Operating Subsidiary and each Professional Corporation is, and since January 1, 2023 has been, in compliance in all material respects with all Laws applicable to the Company, the Company Operating Subsidiaries, their properties or assets and the Business. No investigation, review or proceeding by any Governmental Entity with respect to the Company, any of the Company Operating Subsidiaries or to the Company's knowledge the Professional Corporations or their operations is pending or, to the Company's knowledge, threatened.

(iii) None of the Company, any of the Company Operating Subsidiaries, nor, to the Company's knowledge, the Professional Corporations nor, to the Company's knowledge, any director, officer or Service Provider in the course of their engagement by the Company or any of the Company Operating Subsidiaries or, to the Company's knowledge, Professional Corporations, has (A) knowingly used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (B) unlawfully offered or provided, directly or indirectly, anything of value to (or received anything of value from) any foreign or domestic government employee or official or any other Person, or (C) taken any action, directly or indirectly, that would constitute a violation in any material respect by such Persons of the *Foreign Corrupt Practices Act of 1977* (United States) and the *Corruption of Foreign Public Officials Act* (Canada), in each case, as amended and including the rules and regulations thereunder.

(j) Litigation. Except as set forth in Section 3.1(j) of the Company Disclosure Letter, there is no material suit, claim, action, arbitration, investigation or proceeding which is against the Company or any Company Subsidiary (or any of their properties or assets) pending or, to the knowledge of the Company, threatened in writing. Neither the Company nor any Company Subsidiary is subject to any outstanding order, writ, injunction, judgment or decree of any Governmental Entity or arbitrator unrelated to this Agreement. As of the date of this Agreement, there is no suit, claim, action or proceeding to which the Company or any Company Subsidiary is a party pending or, to the knowledge of the Company, threatened in writing seeking to prevent, hinder, modify, delay or challenge the Transactions.

(k) Employee Benefits.

(i) Section 3.1(k)(i) of the Company Disclosure Letter sets forth a list of all employee benefit plans, programs, policies, agreements or other arrangements or payroll practices that apply to current Service Providers including bonus plan, fringe benefits, executive compensation, or other compensation agreements, change in control agreements, incentive, equity or equity-based compensation, deferred compensation arrangements, stock purchase, severance pay, sick leave, vacation pay, salary continuation, hospitalization, medical benefits, life insurance, other welfare benefits, scholarship programs and directors' benefit, bonus or other incentive compensation, which the Company or any Company Subsidiary maintains, contributes to or has any obligation to contribute to or with respect to which the Company or any Company Subsidiary has any direct or indirect liability (each, whether or not identified in Section 3.1(k)(i) of the Company Disclosure Letter, a "Company Benefit Plan" and collectively, the "Company Benefit Plans"); provided that "Company Benefit Plan" shall not include (A) statutory benefit plans that the Company or any Company Subsidiary is required to participate in, contribute to or comply with, including the Canada Pension Plan and Quebec Pension Plan (as applicable) and plans administered pursuant to applicable health, tax, workplace safety insurance, parental insurance and employment insurance legislation or (B) individual employment agreements, offer letters, or other service agreements of other current Service Providers.

(ii) Correct and complete copies of the following documents, with respect to each of the Company Benefit Plans have been made available to the Purchaser by the Company, as applicable: (A) plan and related trust documents, and amendments thereto; (B) funding agreements; (C) current employee booklets; (D) the most recent financial statements

and actuarial valuations filed with any Governmental Entity; and (E) any non-routine correspondence with any Governmental Entity in the last two years. Except in accordance with the terms of such Company Benefit Plans, there have been no promises in writing to materially improve, increase or change the benefits provided under any Company Benefit Plan, whether legally binding or not.

(iii) Except as would not, individually or in the aggregate, be reasonably expected to have a Company Material Adverse Effect:

(A) the Company has performed all obligations required to be performed by it under all Company Benefit Plans;

(B) each Company Benefit Plan has been established, maintained, registered (where applicable), invested, funded and administered in compliance with its terms and applicable Law;

(C) all contributions and premium payments (including all employer and employee contributions and premiums) required to have been made under any of the Company Benefit Plans, including to any funds or trusts established thereunder or in connection therewith, have been made by the due date thereof and all contributions and premium payments for any period ending on or before the Closing which are not yet due will have been paid or accrued prior to the Closing; and

(D) there are no actions, suits, arbitrations, investigations, audits or claims (other than routine claims for benefits) filed, or to the knowledge of the Company, threatened with respect to any Company Benefit Plan.

(iv) No notice has been given and, to the knowledge of the Company, no order is pending, by any Governmental Entity that has resulted or would reasonably be expected to result in any Company Benefit Plan (A) being ordered or required to be terminated or wound up in whole or in part, (B) having its registration under any applicable Law revoked, (C) being placed under the administration of any trustee or other third-party, or (D) being required to pay any material Taxes or penalties under applicable Law.

(v) Neither the Company nor any Company Subsidiary has any liability, obligation or commitment to provide any post-retirement welfare benefits to any current or former Service Provider.

(vi) All data necessary to administer each Company Benefit Plan is in the possession of the Company or any Company Subsidiary or their service providers and is in a form which is sufficient for the purpose of administering of such Company Benefit Plan in accordance with its terms and all applicable Laws and such data is complete and correct in all material respects.

(vii) Except as set forth in Section 3.1(k)(vii) of the Company Disclosure Letter, neither the execution and delivery of this Agreement nor the consummation of the Arrangement will (either alone or in combination with any other event) (A) result in any payment becoming due, or increase the amount of compensation due, to any current or former Service

Provider; (B) increase any benefits otherwise payable under any Company Benefit Plan; or (C) result in the acceleration of the time of payment (including the funding of a trust) or vesting of any compensation or benefits to any current or former Service Provider.

(viii) No Company Benefit Plan (A) is a “multi-employer plan”, (B) contains a “defined benefit provision”, (C) is a “registered pension plan”, (D) is a “retirement compensation arrangement”, or (E) has been found by a Governmental Authority to be a “salary deferral arrangement”, each as defined in the Tax Act.

(l) Employment and Labour Matters.

(i) Neither the Company nor any Company Subsidiary is a party to any Collective Agreements.

(ii) Except as set forth in Section 3.1(l)(ii) of the Company Disclosure Letter (A) no Employees of the Company or any of the Company Subsidiaries are represented by any labour organization in respect of their employment with the Company or any of the Company Subsidiaries; (B) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of the Employees of the Company or the Company Subsidiaries by way of certification, interim certification, voluntary recognition, or succession rights, or has made a written demand for, or has applied or, to the knowledge of the Company, threatened to apply to be certified as the bargaining agent of the Employees of the Company or the Company Subsidiaries; (C) to the Company’s knowledge, there are no current organizing activities involving the Company or any Company Subsidiary and there have been no such organizing activities during the past three years; and (D) the Company and the Company Subsidiaries are not currently affected and have not been materially affected in the past five years by any actual or threatened work stoppage, strike or other similar labour disturbance. There are no material complaints, charges or claims against the Company or any Company Subsidiary filed or, to the knowledge of the Company, threatened in writing to be brought or filed with any Governmental Entity or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any individual by the Company or any Company Subsidiary.

(iii) The Company has not and is not engaged in any unfair labour practice and there are no unfair labour practice charges, grievances or complaints filed or, to the Company’s knowledge, threatened in writing by or on behalf of any Employee or group of Employees of the Company or any Company Subsidiary. No trade union has applied to have the Company declared a common or related employer pursuant to applicable labour relations legislation in any jurisdiction in which the Company carries on business and, to the Company’s knowledge, no trade union has threatened to do so.

(iv) (A) the Company and each Company Subsidiary is in compliance in all material respects with all Laws relating to employment or the termination of employment or labour, including all such Laws relating to pay equity, wages and hours (including overtime and vacation), the *Worker Adjustment and Retraining Notification Act* and any similar state or local “mass layoff” or “plant closing” Law (“WARN”), collective bargaining, labour relations, workplace harassment, violence and discrimination, human rights, immigration, privacy,

affirmative action, occupational safety and health, workers' compensation, accessibility for persons with disabilities and the collection and payment of withholding and/or social security Taxes and any similar Tax, except for any non-compliance which would not, individually or in the aggregate, reasonably be expected to be material to the Company or any of its Subsidiaries, and to the knowledge of the Company there is no basis for any material complaints or liabilities under any such Laws; and (B) within the last six months, there has been no "mass layoff" or "plant closing" as defined by WARN with respect to the Company or any Company Subsidiary or any group termination pursuant to applicable provincial employment standards legislation in any jurisdiction in which the Company or a Company Subsidiary carries on business.

(v) Neither the Company nor any of the Company Subsidiaries has paid nor will it be required to pay any bonus, fee, retention pay, change of control payment, distribution, remuneration, accelerated vesting of equity incentives or other acceleration of benefits or other compensation to any Service Provider or former Service Provider (other than salaries, wages or bonuses paid or payable to Service Providers in the Ordinary Course in accordance with current compensation levels and practices) as a result of the Transactions (whether alone or in conjunction with any subsequent event).

(vi) None of the Independent Contractors, Regulated Dental Professionals or, except as set forth in Section 3.1(l)(vi) of the Company Disclosure Letter, the Employees who are executive officers or senior management of the Company or any of the Company Subsidiaries have, in the year immediately prior to the date hereof, indicated in writing to the Company or any of the Company Subsidiaries that they intend to resign, retire or terminate their employment or engagement with the Company or any of the Company Subsidiaries as a result of the Transactions or otherwise.

(vii) Within the past three years, the Company and each of the Company Subsidiaries has reasonably investigated all formal complaints of harassment, sexual harassment, discrimination, retaliation or workplace policy violation allegations of which any of them is aware, to the extent required by applicable Law. With respect to such complaints or allegations with potential merit, the Company and each of the Company Subsidiaries has taken reasonable corrective action to prevent further improper action and do not reasonably expect any material liabilities with respect to any such complaints or allegations.

(viii) All amounts due or accrued for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits under the Company Benefit Plans have either been paid or are accurately reflected in the Books and Records in all material respects. All liabilities in respect of Service Providers have or shall have been paid or accrued to the Closing, including premium, contributions, remittances and assessments for employment insurance, employer health tax, Canada Pension Plan, income tax, workers' compensation and any other employment-related legislation.

(ix) Except as disclosed on Section 3.1(l)(ix) of the Company Disclosure Letter, each Employee with annual compensation in excess of \$250,000 is a party to a Contract with the Company or any of the Company Subsidiaries that purports to limit such Employee's entitlements on termination to the minimum statutory termination or severance entitlements required pursuant to applicable provincial employment standards legislation.

(x) The Company and each of the Company Subsidiaries has properly classified all individuals it employs or engages as Independent Contractors or Employees for purposes of Taxes and applicable Laws and has not received any notice from any Governmental Entity disputing such classification nor any notice or complaint from any Independent Contractor, Regulated Dental Professional or Professional Corporation disputing such classification.

(xi) The employee census disclosed on Section 3.1(l)(xi) of the Company Disclosure Letter is true and correct in all material respects as of September 24, 2025.

(xii) Except as disclosed on Section 3.1(l)(xii) of the Company Disclosure Letter, no Employee is on long-term disability leave, extended absence, temporary layoff or receiving benefits pursuant to applicable workers' compensation legislation.

(m) Tax Matters.

(i) Each of the Company and the Company Subsidiaries has duly and timely filed all income and other material Tax Returns required by applicable Laws to be filed with any Governmental Entity, and all such income and material Tax Returns are, or shall be at the time of filing, true, correct and complete in all material respects.

(ii) Each of the Company and the Company Subsidiaries has paid, or has had paid on its behalf, to the appropriate Governmental Entity all income and other material Taxes due and payable on a timely basis (including instalments), other than those Taxes disclosed on Section 3.1(m)(iv) of the Company Disclosure Letter, which are being contested in good faith, and has established in accordance with IFRS in the most recently published Company Financial Statements an adequate accrual for any Taxes of the Company and the Company Subsidiaries for the period covered by such financial statements that have not been paid whether or not shown as being due on any Tax Return. Since the date of such financial statements, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the Ordinary Course.

(iii) There are no Liens on any of the assets of the Company or the Company Subsidiaries with respect to material Taxes except for Permitted Liens. No power of attorney with respect to any Tax matter is currently in force.

(iv) Except as disclosed on Section 3.1(m)(iv) of the Company Disclosure Letter, as of the date of this Agreement, there is no material audit, examination, investigation, proceeding or other action pending or, to the knowledge of the Company, threatened against the Company or any of the Company Subsidiaries in respect of any Tax or any Tax Return. Except as disclosed on Section 3.1(m)(iv) of the Company Disclosure Letter, neither the Company nor any Company Subsidiary (A) to the knowledge of the Company, is subject to a claim or deficiency for any material Tax which has not been satisfied by payment, settled or withdrawn, (B) to the knowledge of the Company, is subject to a claim by a Governmental Entity in a jurisdiction where the Company or such Company Subsidiary does not file Tax Returns that it is subject to taxation by, or required to file Tax Returns in, that jurisdiction, or (C) has an outstanding request for any Tax ruling from any Governmental Entity or has received a Tax ruling.

(v) Each of the Company and the Company Subsidiaries has withheld, deducted or collected all material amounts required or permitted to be withheld, deducted or collected by it on account of Taxes, and has remitted all such amounts to the appropriate Governmental Entity as required by Law. Each of the Company and the Company Subsidiaries has complied with all related information reporting, withholding and record retention requirements.

(vi) There are no currently effective elections, agreements, objections or waivers extending or waiving the statutory period or providing for an extension of time with respect to the assessment or reassessment of any Taxes of the Company and the Company Subsidiaries, and no request for any such waiver or extension is currently pending.

(vii) The Company and each of the Company Subsidiaries has made available to the Purchaser true, correct and complete copies of all material Tax Returns, examination reports and statements of deficiencies for taxable periods, or transactions consummated, for which the applicable statutory period of limitations has not expired.

(viii) Neither the Company nor any Company Subsidiary has, at any time, directly or indirectly transferred any property or supplied any services to, or acquired any property or services from, a Person with whom the Company or Company Subsidiary, as applicable, was not dealing at arm's length (within the meaning of the Tax Act) for consideration other than consideration equal to the fair market value of such property or services at the time of transfer, supply or acquisition, as applicable, nor has the Company or any Company Subsidiary been deemed to have done so for purposes of the Tax Act.

(ix) There are no circumstances existing which would result in the material application of Section 78 or Sections 80 to 80.04 of the Tax Act, or any equivalent provision under provincial Law, to the Company or any Company Subsidiary prior to the Effective Time. Other than in the Ordinary Course, the Company and the Company Subsidiaries have not claimed nor will they claim any reserve under any provision of the Tax Act or any equivalent provincial provision, if, as a result, any material amount could be included in the income of the Company or the Company Subsidiaries for any period ending after the Effective Date.

(x) The Company and each Company Subsidiary is a resident of Canada and a "taxable Canadian corporation" for the purposes of the Tax Act.

(xi) Except as disclosed on Section 3.1(m)(xi) of the Company Disclosure Letter, neither the Company nor any Company Subsidiary has ever had an obligation to file an information return pursuant to Sections 237.3, 237.4 or 237.5 of the Tax Act or under any analogous provision of any comparable Law.

(xii) Except as disclosed on Section 3.1(m)(xii) of the Company Disclosure Letter, the Company and each Company Subsidiary has complied in all material respects with all registration, reporting, payment, collection and remittance requirements in respect of GST/HST, QST and any other applicable value-added Tax, provincial, state and local sales Tax and any other similar Taxes. The Company and each Company Subsidiary has charged, collected and remitted on a timely basis all such Taxes as required under applicable Law on any sale, supply

or delivery whatsoever, made by it. For any sale, supply or delivery exempt from such Taxes and that were made without charging, collecting or remitting Taxes, the Company or such Company Subsidiary, as applicable, received and retained any appropriate Tax exemption certificates and other documentation qualifying such sale, supply or delivery as exempt. All input Tax credits, refunds, rebates and similar adjustments claimed by the Company and each Company Subsidiary for Taxes have been validly claimed and documented as required by applicable Law.

(xiii) Neither the Company nor any Company Subsidiary is a party to, or is bound by or has any obligation under any material Tax sharing agreement.

(n) Owned Real Property.

(i) Section 3.1(n)(i) of the Company Disclosure Letter sets forth the municipal address of all land (together with all Improvements located thereon, and all Appurtenances thereto, collectively, the “Company Owned Real Property”), owned by the Company or Company Subsidiaries and sets forth the registered and beneficial owner thereto and the current use of such Company Owned Real Property. The Person named in Section 3.1(n)(i) of the Company Disclosure Letter is the sole legal and beneficial owner of a 100% undivided interest in the Company Owned Real Property set out opposite its name therein, and, except as set forth in Section 3.1(n)(i) of the Company Disclosure Letter, has good and valid fee simple title to each such parcel of Company Owned Real Property, free and clear of all Liens, except Permitted Liens and except for any Liens that are registered on title to the applicable Company Owned Real Property and would be disclosed by a search of title.

(ii) There are no Contracts, or commitments to sell, transfer or otherwise dispose of any Company Owned Real Property, or that would restrict the ability of the Company or Company Subsidiaries to, directly or indirectly, transfer any Company Owned Real Property.

(iii) Except for Permitted Liens, to the knowledge of the Company, no Improvements encroach on real property not forming part of the Company Owned Real Property, and no buildings, structures or other improvements on adjoining lands encroach upon the Company Owned Real Property.

(iv) Except as set forth in Section 3.1(n)(i) of the Company Disclosure Letter, other than the Company Owned Real Property, none of the Company or Company Subsidiaries now, and has not in the past, enjoyed an ownership interest in any real property, whether legally or beneficially. None of the Company or Company Subsidiaries is a party to, or bound by, any Contract or option to purchase or acquire any ownership interest in any real property.

(v) Except for the Company Owned Real Property described in Section 3.1(n)(v) of the Company Disclosure Letter, no part of any of the Company Owned Real Property is used as a residential unit or for residential dwelling purposes.

(o) Leased Real Property.

(i) Section 3.1(o)(i) of the Company Disclosure Letter sets forth the municipal address of all of the real property leased by the Company or the Company Subsidiaries

(the “Company Leased Real Property”) and the applicable tenant and landlord (the “Company Leases”).

(ii) The Company has made available to the Purchaser true and complete copies of the Company Leases for the 50 largest Practices as determined by revenue in the twelve-month period ended July 31, 2025 (including all amendments and restatements, renewals, extensions, supplements or modifications thereto).

(iii) Except as set forth on Section 3.1(o)(iii) of the Company Disclosure Letter, (A) the Company Leases are in good standing, in full force and effect, and constitute valid and binding obligations of the Company or Company Subsidiaries party thereto, and (B) the Company Leases are legally enforceable against the Company or Company Subsidiaries party thereto, as applicable, and to the knowledge of the Company, the other respective parties thereto, in all cases contemplated under this subparagraph (iii) except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries, taken as a whole.

(iv) The Company and Company Subsidiaries, as applicable, hold a valid and existing leasehold interest under each Company Lease, subject to proper authorization and execution of such lease by the other party and the Bankruptcy and Equity Exception, and have good and valid leasehold title to each of the Company Leased Real Properties, free and clear of any Liens other than Permitted Liens.

(v) There are no Contracts, or commitments to sell, transfer or otherwise dispose of the interest of any of the Company or Company Subsidiaries in the Company Leased Real Property other than in the Ordinary Course.

(vi) Except as set forth on Section 3.1(o)(vi) of the Company Disclosure Letter, and except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries (taken as a whole), to the knowledge of the Company, there are no outstanding defaults or material breaches under the Company Leases on the part of the Company or Company Subsidiaries, as applicable, or, to the knowledge of the Company, any other party thereto. Except as set forth on Section 3.1(o)(vi) of the Company Disclosure Letter, and except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries (taken as a whole), to the knowledge of the Company, no event has occurred or circumstance exists which, with the delivery of written or oral notice, the passage of time or both, would constitute a default or breach under the Company Leases on the part of the Company or Company Subsidiaries, as applicable, or, to the knowledge of the Company, any other party thereto. Except as set forth on Section 3.1(o)(vi) of the Company Disclosure Letter, neither the Company nor any Company Subsidiary has provided or received any written notice of (A) any default or breach under the Company Leases, or (B) any intention to terminate any Company Lease.

(vii) With respect to each Company Lease, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries (taken as a whole), to the knowledge of the Company:

(A) all rents and additional rents, including any taxes, utilities or other payments for which the Company or a Company Subsidiary are responsible, have been paid in full (subject to customary year-end adjustments); and

(B) no waiver, indulgence or postponement of the tenant's obligations has been granted by the landlord.

(viii) Except as set forth on Section 3.1(o)(viii) of the Company Disclosure Letter, no Related Parties are counter-parties to any Company Lease.

(p) Company Real Property.

(i) Except for the Company or a Company Subsidiary pursuant to the Company Leases, and except for any subleases or other third-party occupancy agreements in respect of portions of the Company Real Property as set forth on Section 3.1(p) of the Company Disclosure Letter, no Person has any (A) option to lease, sublease, or occupy, (B) right of first opportunity, refusal or offer, (C) other purchase or repurchase right, or (D) any right or option to occupy, any Company Real Property, and neither the Company nor a Company Subsidiary has granted any right or privilege (whether by law or contract) capable of becoming a Contract, arrangement or understanding with any Person for the purchase, lease, sublease, license, or other occupancy of any of the Company Real Properties or any right or interest therein.

(ii) Except for any subleases or other third-party occupancy agreements in respect of portions of the Company Real Property as set forth on Section 3.1(p) of the Company Disclosure Letter, the Company or a Company Subsidiary is in sole and exclusive possession of the Company Real Property.

(iii) With respect to the current use of the Company Real Property, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries (taken as a whole), to the knowledge of the Company:

(A) all material Authorizations (including building and occupancy permits) required to enable the Company Real Property to be used, operated, and occupied in its current and intended manner have been obtained and are being complied with in all material respects, or to the extent that any have not already been obtained, the same are not yet required;

(B) all applicable legal and contractual requirements with regard to the use, occupancy, construction, and operation thereof, including all zoning, by-laws, environmental, flood hazard, fire safety, health, handicapped facilities, building, and other Laws are being complied with in all material respects; and

(C) all easements, rights-of-way, and restrictions and similar encumbrances registered on title to the Company Real Property are being complied with in all material respects.

(iv) Each property comprising the Company Real Property is in good operating condition, and repair, suitable for its use in the Ordinary Course, having regard to the

age of such property and normal wear and tear excepted. The Company is not aware of any material capital expenditures required to be made to any Company Real Property, either to sustain current operations or to ensure compliance with applicable Laws, except for as set forth in the Capital Expenditure Budget or capital expenditures relating to maintenance and repairs that are ordinary and routine having regard to the age of the Company Real Property, and the Company has not received any notification which remains in effect or open that any work, repairs, construction, or capital expenditures are required to be made to any of the Company Real Property in order to comply with Laws.

(v) Neither the Company nor any Company Subsidiary has received written notice that any Company Real Property or portion thereof is subject to any (A) pending or contemplated special assessment or reassessment, or (B) pending suit for condemnation or expropriation or other taking by any Governmental Entity, or that any such condemnation or other taking is threatened or contemplated, and no such special assessment, reassessment, condemnation or expropriation or other taking is pending or, to the knowledge of the Company, threatened.

(vi) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries (taken as a whole), there are no Work Orders affecting any of the Company Real Property, and to the knowledge of the Company, no facts or circumstances in existence that, with the passage of time or the giving of notice or both, would give rise to Work Orders.

(vii) All amounts for labour and materials relating to any construction or the provision of any services or utilities or other infrastructure improvements on or benefiting any of the Company Real Property have been fully paid, and no Person has a right to claim a construction lien against any Company Real Property, save and except for Permitted Liens.

(viii) The Company Real Property constitutes all of the real property necessary to operate the Business in the Ordinary Course.

(q) Personal Property.

(i) The Company and each Company Subsidiary has good and valid title to, or a valid and enforceable leasehold interest in, all personal property that is required to operate the Business in the Ordinary Course, free and clear of all Liens, charges and claims, except Permitted Liens.

(r) Environmental Matters.

(i) (A) the Company and each Company Subsidiary are and have since January 1, 2024 been in compliance in all material respects with those Environmental Laws applicable to their respective operations (including possessing and complying with any required Environmental Permits), and to the ownership or operation of any Company Real Property; and (B) neither the Company nor any Company Subsidiary has received any written notice, demand, letter or claim, in any case, alleging that the Company or such Company Subsidiary is in violation of, or liable under, any Environmental Law and, to the knowledge of the Company, no such notice, demand or claim has been threatened.

(ii) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries, taken as a whole, or as set forth in Section 3.1(r)(ii) of the Company Disclosure Letter, (A) neither the Company nor any Company Subsidiary has received any written notice, demand or claim alleging liability on the part of the Company or any Company Subsidiary as a result of a Release of Hazardous Substances; (B) Hazardous Substances are not present in, at, on or under any of the Company Real Property, either as a result of the operations of the Company or any Company Subsidiary or, to the knowledge of the Company, otherwise, and to the knowledge of the Company are not present in, at, on or under any other real property for which the Company or any Company Subsidiary could reasonably be expected to be liable, in a quantity or condition that, in either case, would reasonably be expected to result in a liability under Environmental Laws on the part of the Company or any Company Subsidiary; (C) to the knowledge of the Company, no building, structure or improvement located on any Company Real Property is or ever has been insulated with urea formaldehyde insulation nor do such buildings, structures or improvements contain asbestos or polychlorinated biphenyls or toxic mold; and (D) to the Company's knowledge, there are no underground storage tanks that have been used by the Company or any Company Subsidiary that are located on or under the Company Real Properties.

(iii) The Company has made available to the Purchaser the most recent versions of all material environmental audits and reports relating to the Company or any Company Subsidiary or any of their current properties, facilities or operations that are in their possession or under their reasonable control.

(s) Intellectual Property.

(i) Section 3.1(s)(i) of the Company Disclosure Letter sets forth a true, correct and complete list and a brief description of all material: (A) Company Intellectual Property consisting of Registered Intellectual Property ("Company Registered Intellectual Property"); (B) unregistered Company Intellectual Property, including Software; and (C) Licensed Intellectual Property, including identifying the license agreements governing such Intellectual Property (each, an "IP License"). Except as set out in Section 3.1(s)(i) of the Company Disclosure Letter, the Company Intellectual Property is valid and enforceable and each item of Company Registered Intellectual Property (x) has not been abandoned, cancelled or otherwise compromised, except in the Ordinary Course of Business, (y) has been maintained effective by all requisite filings, renewals and payments, and (z) remains in full force and effect. Section 3.1(s)(i) of the Company Disclosure Letter sets out a list of all jurisdictions in which such Company Registered Intellectual Property is registered or registrations have been applied for and all registration and application numbers and associate dates and any applicable due dates expected within the 90 day period after Closing. The Company Intellectual Property and Licensed Intellectual Property are collectively referred to herein as the "Business Intellectual Property" and constitute all Intellectual Property used in and necessary for the operation of the Business.

(ii) The Company exclusively owns all right, title and interest in and to the Company Intellectual Property, free and clear of all Liens, other than Permitted Liens. Each IP License listed in Section 3.1(s)(i) of the Company Disclosure Letter is in full force and effect, unamended, and is a legal, valid and binding obligation of the Company or the applicable Company Subsidiary, and to the knowledge of the Company, each other party to such IP License, and is

enforceable against the Company or the applicable Company Subsidiary, and, to the knowledge of the Company, each other party to such IP License, in accordance with its terms, subject, in each case, to the Bankruptcy and Equity Exception. The Company has performed all material obligations required to be performed by it and is not, and to the knowledge of the Company, no other Person is, in default under or in breach of such IP License. The Company is using or holding the Business Intellectual Property of which it is not the sole beneficial and registered owner with the consent of or a licence from the owner of such Intellectual Property.

(iii) Section 3.1(s)(iii) of the Company Disclosure Letter accurately identifies and describes all material Software owned and used by the Company or the Company Subsidiaries in the Business (the “Company Software”) and each item of Open Source Code that was or is used in, incorporated into, integrated or bundled with any of the Company Software, and the applicable license under which each item of Open Source Code is used. No Company Software contains, is distributed with or is being developed using Open Source Code that is licensed under any terms that:

(A) impose a requirement or condition that the Company grant a license under or refrain from asserting or enforcing any of the Company Intellectual Property or any Company Software;

(B) require that any Company Software be disclosed or distributed in source code form;

(C) require that any Company Software be licensed for the purpose of making modifications or derivative works; or

(D) require that any Company Software be redistributable at no or nominal charge; or

(E) otherwise impose any other material limitation, restriction, or condition on the right or ability of the Company to use or distribute any Company Software.

(iv) The Company is in possession and control of the applicable (A) source code and object code, and (B) existing notes, documentation, programmers’ notes, source code annotations, and user manuals for each item of material Company Software, subject to any licenses granted to third parties therein. For certainty, with respect to Software supplied to the Company under IP Licenses disclosed in Section 3.1(s)(i) of the Company Disclosure Letter or other services agreements with third parties, the Company is only in possession and control of the source code, object code or materials licensed or made available to the Company under such arrangements.

(v) Except for IP Licenses disclosed in Section 3.1(s)(i) of the Company Disclosure Letter and the Open Source Code disclosed in Section 3.1(s)(i) of the Company Disclosure Letter, the Company and the Company Subsidiaries, as applicable, are the owners of, and have all right, title and interest in, the versions and releases of the Company Software.

(vi) There are no written claims relating to breaches, violations, infringements or interferences with any of the Company Intellectual Property by any other Person.

To the knowledge of the Company, no Person has breached, violated, infringed or interfered with any of the Company Intellectual Property and no Person is currently breaching, violating, infringing or interfering with any of the Company Intellectual Property or the Intellectual Property therein.

(vii) There have been no claims and there currently are no claims in progress, pending or threatened in writing against the Company or any Company Subsidiary contesting (A) the ownership, validity, enforceability or registrability of any Company Intellectual Property or (B) the use of any Business Intellectual Property. To the knowledge of the Company, the Company, the Company Subsidiaries, the Company Software and the conduct of the Business have not infringed, misappropriated or otherwise violated any third party Intellectual Property, does not infringe, misappropriate or otherwise violate any third party Intellectual Property and neither the Company nor any Company Subsidiary has received any written notice from a third party claiming any such infringement, misappropriation or other violation of a third party's Intellectual Property.

(viii) Except as disclosed in Section 3.1(s)(viii) of the Company Disclosure Letter, to the extent not otherwise provided by operation of Law, all past and present Service Providers that have been involved in the creation and/or development of any Company Intellectual Property, including any Intellectual Property in and to the Company Software, or any other Intellectual Property for or on behalf of the Company or any Company Subsidiary have entered into written agreements pursuant to which such Person agrees and is bound to maintain and protect the confidential information of the Company or Company Subsidiaries, as applicable, and assigned to the Company or Company Subsidiaries, as applicable, all rights in the Intellectual Property created or developed by such Person in the course of such Person's employment or other engagement with the Company or Company Subsidiaries, as applicable, and irrevocably waived in favour of the Company or Company Subsidiaries, their successors and assigns, all non-assignable rights (including all moral rights) such Person may have in such Intellectual Property. No current or prior Service Provider claims or has claimed in writing, and to the knowledge of the Company, there are no grounds for any of the foregoing to assert a claim to, any ownership interest in any such Company Software (or the Intellectual Property therein) as a result of having been involved in the development thereof.

(ix) Except as set forth in Section 3.1(s)(ix) of the Company Disclosure Letter, the source code (excluding any Open Source Code or any source code licensed to the Company pursuant to IP Licenses disclosed in Section 3.1(s)(i) of the Company Disclosure Letter) owned by the Company and forming part of the Company Software: (A) has not been disclosed or provided by the Company or any Company Subsidiary to any Person except to Service Providers who have had a need to have such information and who are also subject to appropriate obligations of confidentiality; and (B) has not been deposited in escrow or entered into any similar arrangement under which source code may be released to any Person upon the happening of certain events or conditions.

(x) Neither the Company nor any Company Subsidiary has received any government funding that grants rights in the Company Intellectual Property or that imposes any restrictions or obligations that are still in effect in respect of the exploitation, use, assigning, licensing or any other disposition or grant of interest in the Company Intellectual Property.

(xi) Section 3.1(s)(xi) of the Company Disclosure Letter contains a complete list of all material Software development, or other material technology related projects of the Company and any Company Subsidiary that are in progress or are contemplated to be in progress prior to the Closing.

(t) Information Technology

(i) The Company and Company Subsidiaries have complied and comply, in all material respects, with a written information security program and related policies and procedures that meets the requirements of applicable Law and is consistent in all material respects with Industry Security Standards (the “Security Program”), which (A) includes technical, administrative, organizational and physical safeguards, controls and measures in place to protect the IT Systems against unauthorized access or use and to safeguard the security, confidentiality and integrity of data; (B) includes measures designed to protect the Personal Information under the control of the Company and Company Subsidiaries against Data Security Incidents; (C) includes incident response procedures; and (D) complies with all Privacy Requirements in all material respects. The Security Program is adequate for the operations of the Business as currently conducted in all material respects.

(ii) The IT Systems used in connection with the conduct of the Business as presently conducted are sufficient, in all material respects, for conducting such business as presently conducted. The IT Systems are currently functioning without material errors. The IT Systems are either owned by, or licensed or leased to, or made available as a service to, the Company and Company Subsidiaries, as applicable, and none of the Company or Company Subsidiaries are in default, in any material respect, under the applicable licenses or leases.

(iii) The Company and Company Subsidiaries have taken reasonable steps, in accordance with industry practice, to protect the integrity and security of the IT Systems and to protect the IT Systems from Malicious Code and other forms of cyber attacks, and have in place reasonable disaster recovery and business continuity plans and procedures designed to protect the Business from being adversely impacted by any event which results in IT Systems being adversely impacted by Malicious Code and other forms of cyber attacks and provide for the continuity of the Business in all material respects.

(iv) The Company and Company Subsidiaries have, or have caused to be, conducted security assessments and tests of the IT Systems on no less than an annual basis to test the IT Systems for vulnerabilities and cyber threats and (A) no material vulnerabilities or cyber threats have been identified as a result of such assessments and tests, and (B) any identified vulnerabilities or threats (i) rated high or critical have been fully remediated and (ii) rated below high or critical have been or will be remediated in a timely manner consistent with their severity rating.

(v) To the knowledge of the Company, none of the IT Systems contain any Malicious Code.

(u) Privacy; Data Security; CASL

(i) The Company and Company Subsidiaries are, and have been, conducting the Business in compliance in all material respects with all Privacy Requirements.

(ii) The Company and Company Subsidiaries have established, implemented and materially complied with a privacy program that addresses the Processing of Personal Information and is otherwise designed to meet all Privacy Requirements.

(iii) The Company and Company Subsidiaries have taken commercially reasonable steps consistent with Privacy Requirements to protect the Personal Information under the control of the Company and the Company Subsidiaries against Data Security Incidents.

(iv) Neither the Company nor any Company Subsidiary has received any complaint, claim, enforcement action, or notice in writing from any Person alleging violation of applicable Privacy Requirements or relating to any Data Security Incidents that has not been addressed in accordance with the Privacy Requirements and the Security Program.

(v) (A) The Company and Company Subsidiaries have fulfilled any applicable obligation under the Privacy Requirements to notify any Person of any Data Security Incidents or other adverse events or incidents relating to Personal Information, and (B) the Business has not been adversely affected by any denials-of-service or other attack designed to materially interrupt operations or to interrupt access to IT Systems.

(vi) No Personal Information has been subject to any Data Security Incidents while under the custody or control of the Company or Company Subsidiaries or, to the knowledge of the Company, any service provider acting on their behalf.

(vii) No order, decision or judgment has been made against the Company or Company Subsidiaries by any Governmental Entity based on any finding of material non-compliance with any Privacy Requirements or related to Data Security Incidents, and there is no outstanding communication from any Governmental Entity that has not been addressed with respect to any purported non-compliance with any Privacy Requirements or arising from Data Security Incidents.

(viii) Except for disclosures of Personal Information required or permitted by Privacy Laws, made to the Purchaser pursuant to this Agreement, authorized by the provider of Personal Information or provided for in the Company or Company Subsidiaries' privacy policies, as applicable, the Company and Company Subsidiaries have not sold, rented or otherwise made available, and do not sell, rent or otherwise make available, any Personal Information to third Persons.

(ix) The Company, and Company Subsidiaries and, to the knowledge of the Company, their card processors, are and have been at all times in compliance in all respects with the *Payment Card Industry Data Security Standard* ("PCI-DSS").

(x) The Company and Company Subsidiaries are in compliance with all applicable provisions of CASL since the effective date of such provisions, in all material respects. The Company and Company Subsidiaries retain records to demonstrate such compliance.

(v) Contracts.

(i) Section 3.1(v)(i) of the Company Disclosure Letter sets forth a complete list of each Contract (or the accurate description of principal terms in the case of oral Contracts), including all amendments, supplements and side letters thereto that modify any such Contract in any material respect, to which the Company or any of the Company Subsidiaries is a party or by which it is bound or to which any of their respective assets are subject (each of the following, a “Company Material Contract”; provided that, no Company Benefit Plan shall be a Company Material Contract):

(A) that is a “material contract” as defined in National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

(B) that is a shareholders agreement, limited liability company agreement, partnership agreement, joint venture agreement or similar Contract;

(C) that is a Specified Agreement;

(D) that contains covenants of the Company or any of the Company Subsidiaries purporting to limit, in any material respect, either the type of business in which the Company or any of the Company Subsidiaries (or, after the Closing, the Purchaser or its Affiliates) or any of their Affiliates may engage or the geographic area in which any of them may so engage, other than a Company Lease which contains a radius restriction or a prohibition on uses which may be undertaken by the tenant in the applicable premises;

(E) that grants any right of first refusal, right of first offer or similar right with respect to any material assets, rights or properties of the Company or any Company Subsidiary or that limits or purports to limit the ability of the Company or any of the Company Subsidiaries to sell, transfer, pledge or otherwise dispose of any material assets, rights, businesses or properties;

(F) that contains any standstill or similar agreement pursuant to which the Company or any Company Subsidiary has agreed not to acquire assets or securities of another Person;

(G) with any of the top ten suppliers of the Company or the Company Subsidiaries, determined on the consolidated cost of goods and services paid to such Persons by the Company or any Company Subsidiary, taken as a whole, during the 12 months ended June 30, 2025;

(H) pursuant to which the Company or any Company Subsidiary has an indemnification obligation to any Person which is material to the Company and Company Subsidiaries taken as a whole;

(I) pursuant to which (x) the Company or any Company Subsidiary grants any license or other right under any material Company Intellectual Property to a third Person, or (y) any third Person has granted any license or other right under its Intellectual Property to the Company or any Company Subsidiary that is material to the Business, other than non-exclusive licenses for off-the-shelf Software or information technology services that have been granted on standardized, generally available terms;

(J) that prohibits the payment of dividends or distributions in respect of the share capital of the Company or any Company Subsidiary, the pledging of the share capital of the Company or any Company Subsidiary, or the incurrence of Indebtedness or provision of guarantees by the Company or any Company Subsidiary;

(K) under which the ultimate contracting party is a Governmental Entity (including any subcontract with a prime contractor or other subcontractor who is party to any such Contract; and which, for greater certainty, excludes any agreement between a Regulated Dental Professional and a Governmental Entity);

(L) that evidences or relates to (A) Indebtedness of the Company or any of the Company Subsidiaries (x) in excess of \$1,250,000, and/or (y) in respect of interest rate, currency or other swaps, hedges or similar derivative arrangements, in each case whether unsecured or secured, (B) letters of credit, performance bonds, bank guarantees, surety bonds or other credit support of the Company or any of the Company Subsidiaries or (C) any Lien granted by the Company or any of the Company Subsidiaries on any of their respective assets or properties (other than Permitted Liens);

(M) that provides for (x) the pending purchase, sale, assignment or disposition of, or (y) a right to purchase, sell, dispose of or assign, in each case, by amalgamation, merger, purchase or sale of assets or shares or otherwise, directly or indirectly, any dental practice, business or material property or assets;

(N) that requires the Company or any Company Subsidiary to make any investment in (in each case, in the form of a loan, capital contribution or similar transaction) any Company Subsidiary or other Person in excess of \$2,500,000;

(O) that relates to the settlement (or proposed settlement) of any pending or threatened suit or proceeding, other than any settlement that provides solely for the payment of less than \$3,000,000 in cash (net of any amount covered by insurance or indemnification that is reasonably expected to be received by the Company or any Company Subsidiary);

(P) with (i) any current executive officer or director, any Employee earning annual base salary or fees in excess of \$300,000 per year, in each case of the Company or any of the Company Subsidiaries, or (ii) any Company Shareholder that, to the Company's knowledge controls 4.5% or more of the votes associated with the Company Shares that are issued and outstanding as of the date hereof;

(Q) relating to the acquisition or disposition (by merger, consolidation, acquisition of equity interests or assets or any other business combination) of any

dental practice, business or material property or assets pursuant to which the Company or any Company Subsidiary has outstanding obligations (any such Contract an “Acquisition Contract”);

(R) except to the extent such Contract is described in clauses (A)-(T) above, calls for or guarantees (x) aggregate payments by, or other consideration from, the Company and the Company Subsidiaries of more than \$3,000,000 over the remaining term of such Contract or (y) annual aggregate payments by, or other consideration from, the Company and the Company Subsidiaries of more than \$3,000,000;

(ii) The Company has made available to the Purchaser true and complete copies of all Company Material Contracts as of the date hereof, including amendments, supplements and side letters related thereto (other than Acquisition Contracts, for which certain representative copies of Acquisition Contracts have been made available to the Purchaser). The Acquisition Contracts conform, in all material respects, to the representative copies of the Acquisition Contracts made available to the Purchaser.

(iii) Neither the Company nor any Company Subsidiary, as applicable, is in (or has received any written claim of) material breach of or default under the terms of any (A) Company Material Contract, or (B) Service Agreement and, to the knowledge of the Company, no event has occurred that with notice or lapse of time or both would constitute a material breach or default thereunder by the Company or any Company Subsidiary. To the knowledge of the Company, no other party to any Company Material Contract or Service Agreement is in material breach of or default under the terms of any Company Material Contract or Service Agreement, as applicable. As of the date of this Agreement, each Company Material Contract and Service Agreement is a valid and binding agreement of the Company or a Company Subsidiary, as applicable, and, to the knowledge of the Company, the other Parties thereto and is in full force and effect, in each case except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and the Company Subsidiaries, taken as a whole, subject to the Bankruptcy and Equity Exception.

(w) Opinions of Financial Advisors. The Company Board has received the Valuation and the Fairness Opinions, conclusions of which have been communicated to the Purchaser. The Valuation and the Fairness Opinions have not been withdrawn, revoked or otherwise modified. True and complete copies of the Valuation and the Fairness Opinions will, when executed and delivered in writing, be made available to the Purchaser.

(x) Insurance. Section 3.1(x) of the Company Disclosure Letter sets forth a correct and complete list of the material insurance policies held by or for the benefit of the Company or any of the Company Subsidiaries as of the date of this Agreement, including the insurer under such policies and the type of and amount of coverage thereunder. All insurance policies maintained by the Company and the Company Subsidiaries are in full force and effect, all premiums due and payable thereon have been paid, and neither the Company nor any Company Subsidiary is in material breach of or default under any of such insurance policies. Since January 1, 2024, the Company has not received written notice of termination or cancellation or denial of coverage with respect to any insurance policy, or written notice of failure to renew any such insurance policy or refusal of coverage thereunder or any other notice that such policies are no

longer in full force or effect or that the issuer of any such policy is no longer willing or able to perform its obligations thereunder.

(y) Brokers. Other than Canaccord Genuity Group Inc. and INFOR Financial Inc., no investment banker, broker, finder, financial adviser or other financial intermediary is entitled to any fee, commission or other payment from the Company or any Company Subsidiary in connection with the Arrangement. The Company has furnished to the Purchaser true and complete copies of all Contracts between the Company, Canaccord Genuity Group Inc. and INFOR Financial Inc. relating to the Transactions, which agreements disclose all fees payable thereunder.

(z) Healthcare Laws.

(i) The Company and the Company Subsidiaries are, and since January 1, 2024 have been, in compliance with all Healthcare Laws in all material respects.

(ii) The Company, the Company Subsidiaries (to the Company's knowledge, with respect to each Professional Corporation) and to the knowledge of the Company, the Regulated Dental Professionals engaged by the Company or any Company Subsidiary, hold all material Authorizations necessary to engage in the Business, including, as applicable, all material Dental Certificates duly issued by the applicable College and all other applicable material Authorizations that are necessary to provide Dental Services and for the Company and Company Subsidiaries to operate the Business in compliance with all applicable Healthcare Laws in all material respects. All such Authorizations are, or in the case of the Professional Corporations and the Regulated Dental Professionals, are to the knowledge of the Company, valid and in full force and effect. The Company and the Company Subsidiaries are in compliance with the material terms and conditions of all of its Authorizations and, to the knowledge of the Company, no suspension, revocation or cancellation of any such Authorization is threatened. Without limiting the generality of the foregoing, each of the Company, Company Subsidiaries, and to the knowledge of the Company, the Regulated Dental Professionals engaged by the Company or any Company Subsidiary (A) is duly registered or authorized with all applicable Governmental Entities to provide the applicable Dental Services in the jurisdiction in which they currently carry on such Dental Services; (B) maintains professional errors and omissions insurance with respect to the provision of Dental Services as required by applicable Laws; and (C) to the extent they use or operate radiology equipment, have and maintain in good standing all Authorizations necessary for the use and operation of radiology equipment.

(iii) The Company and the Company Subsidiaries have established and maintain systems designed to ensure that Regulated Dental Professionals engaged by the Company or the Company Subsidiaries comply with Healthcare Laws, their respective Service Agreements and the terms of any Authorizations held by them, the Company and the Company Subsidiaries. None of the Company, any of the Company Subsidiaries, nor to the knowledge of the Company, any Regulated Dental Professional engaged by the Company or any Company Subsidiary, has provided services in the course of their engagement with the Business to patients located in any jurisdiction (whether in Canada or elsewhere) in which such services would not be in material compliance with Healthcare Laws.

(iv) Each Professional Corporation has received and to the knowledge of the Company maintains accreditation in good standing and without limitation or impairment by all applicable accrediting organizations, to the extent required by applicable Law or by the terms of any Third Party Payor Program.

(v) Since January 1, 2024, none of the Company, any of the Company Subsidiaries, or any of their respective directors, officers, or, to the knowledge of the Company, any Service Providers in the course of their engagement by the Company or any Company Subsidiary has received any notice, warning letter, inspection report, notice of adverse finding, or other correspondence or notice from, or been subject to any disciplinary proceedings by, any Governmental Entity or Third Party Payor that remains outstanding (A) alleging or asserting non-compliance with any Healthcare Laws or any Authorizations required by such Healthcare Laws in any material respect, (B) alleging that the structure contemplated by the Specified Agreements is not compliant in any material respect with applicable Healthcare Laws, (C) requesting additional information regarding such structure, (D) alleging non-compliance with respect to any applicable Healthcare Laws prohibiting, governing, regulating or relating to fee-splitting, self-referrals or payment or receipt of kickbacks in return for or to induce referrals in any material respect, or (E) otherwise questioning the validity or compliance with applicable Law of the Specified Agreements in any material respect.

(vi) None of the shareholders of the Professional Corporations have provided notice, whether written or oral, of any dispute with the Company or the Company Subsidiaries, or any desire to terminate any Specified Agreement.

(vii) Since January 1, 2024, to the knowledge of the Company, neither any Professional Corporation nor Regulated Dental Professional engaged by the Company or any of the Company Subsidiaries is or has been found guilty of material professional misconduct by any College, has had material restrictions or limitations imposed by any College, been suspended or excluded, or has had a material Authorization (including any Dental Certificate) revoked, been convicted of any crime, engaged in any conduct or is subject to a material College or governmental inquiry, investigation, proceeding that could result in a finding of professional misconduct by any College, the addition of material restrictions or limitations on an Authorization imposed by any College, suspension or exclusion from any federal, provincial, territorial, municipal, local or foreign government health care program, College or system or a revocation of an Authorization or College disciplinary action that remain outstanding. Since January 1, 2024, neither the Company, any Company Subsidiary nor, to the knowledge of the Company, any Regulated Dental Professional engaged by the Company or any Company Subsidiary, has any material ongoing reporting obligations pursuant to any monitoring agreements, settlement orders, plans of correction or similar agreements with or imposed by a College or other Governmental Entity which remain outstanding.

(viii) Neither the Company nor any of the Company Subsidiaries, nor, to the knowledge of the Company, any Regulated Dental Professional engaged by the Company or any of the Company Subsidiaries, have given, received, offered to pay to or solicited any remuneration, gift, gratuity, benefit or other thing of value from, in cash or kind, directly or indirectly, any past or present patient, customer, dentist, other health care provider, supplier, contractor, Governmental Entity, Third Party Payor or other Person in material violation of any

Healthcare Law. Each of the Professional Corporations has (A) collected substantially all co-payments from its patients in material compliance with Healthcare Laws, as applicable, and (B) except for immaterial amounts refunded in the Ordinary Course, not billed or invoiced any Person or received payment in excess of the amounts (x) permitted pursuant to Healthcare Laws, (y) permitted in accordance with agreements with Third Party Payors, or (z) relating to services actually performed.

(aa) **Books and Records.** The Books and Records of the Company and the Company Subsidiaries are currently maintained in accordance with applicable Laws and are complete and accurate in all material respects.

(bb) **Non-Arm's Length Transactions.** Other than as disclosed in the Company Financial Statements and other than employment or compensation agreements entered into in the Ordinary Course, no director, officer, Service Provider or agent of the Company, any of the Company Subsidiaries, or holder of record or beneficial owner of 5% or more of the Company Shares, or associate or Affiliate of any such director, officer, Service Provider, agent or beneficial owner, is a party to, or beneficiary of, any material loan, guarantee, Contract, arrangement or understanding or other transactions with the Company or any of the Company Subsidiaries.

(cc) **Suppliers and Distributors.** No material supplier, distributor, or service provider of the Company or the Company Subsidiaries has notified the Company or any of the Company Subsidiaries, and to the knowledge of the Company, there is no reason to believe, that any such material supplier, distributor, customer or service provider will not continue dealing with the Company or the Company Subsidiaries on substantially the same terms as presently conducted following the Closing, subject to changes in pricing and volume in the Ordinary Course.

(dd) **Interested Parties.** Except as disclosed in Section 3.1(cc) of the Company Disclosure Letter, to the knowledge of the Company, no "related party" of the Company (within the meaning of MI 61-101) is an "interested party" (within the meaning of MI 61-101) for purposes of the Transactions.

SCHEDULE B
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND THE
PARENT

3.2 Representations and Warranties of the Purchaser and the Parent

(a) Organization. Each of the Purchaser and the Parent are corporations organized, validly existing and in good standing under the Laws of the Province of British Columbia. The Purchaser and the Parent are each duly qualified or licensed to do business as a foreign entity in, and are in good standing under the Laws of, any other jurisdiction in which the character of the properties owned, leased or operated by either of them therein or in which the transaction of their respective businesses makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to prevent or materially delay, individually or in the aggregate, the ability of the Purchaser and the Parent to consummate the Arrangement. Each of the Purchaser and the Parent have all requisite power and authority to own, operate, lease and encumber their respective properties and carry on their business as now conducted. The Constatng Documents of the Purchaser and the Parent are each in full force and effect, and no dissolution, revocation or forfeiture proceedings regarding the Purchaser or the Parent have been commenced.

(b) Authority. Each of the Purchaser and the Parent have the requisite power and authority to execute and deliver this Agreement and the Financing Commitment Letters and to consummate the Transactions, as applicable. The execution, delivery and performance of this Agreement by the Purchaser and the Parent and the consummation by the Purchaser and the Parent of the Transactions have been duly authorized by all necessary corporate action on the part of the Purchaser and the Parent. This Agreement, and the Financing Commitment Letters (in the case of the Purchaser) have been duly executed and delivered by the Purchaser and the Parent, as the case may be, and (in the case of this Agreement, assuming the due authorization, execution and delivery of this Agreement by the Company) constitutes a valid and binding obligation of each of the Purchaser and the Parent, enforceable against them in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) No Conflict; Required Filings and Consents.

(i) None of the execution, delivery or performance of this Agreement and the Financing Commitment Letters by the Purchaser or the Parent or the consummation by the Purchaser and the Parent of the Transactions will: (A) conflict with or violate any provision of the Constatng Documents of the Purchaser or the Parent; (B) assuming that all consents, approvals and authorizations described in Section 3.2(c)(ii) have been obtained and all filings and notifications described in Section 3.2(c)(ii) have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law applicable to the Purchaser or the Parent or any of their respective properties or assets; or (C) with or without notice or lapse of time, or both, require any consent or approval under, violate, conflict with, result in any breach of, or constitute a default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration, notification, cancellation, purchase or sale under, or result in the triggering of any payment or creation of a Lien (other than a Permitted Lien) upon any of the respective properties or assets of the Purchaser or the Parent pursuant to any Contract to which the

Purchaser or the Parent is a party (or by which any of their respective properties or assets is bound) or any Permit held by it or them, except, with respect to clauses (B) and (C), as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of the Purchaser or the Parent to consummate the Arrangement.

(ii) None of the execution, delivery or performance of this Agreement by the Purchaser and the Parent, or the Financing Commitment Letters by the Purchaser, or the consummation by the Purchaser and the Parent of the Transactions will require (with or without notice or lapse of time, or both) any consent, approval, authorization or permit of, or filing or registration with or notification to, any Governmental Entity with respect to the Purchaser, the Parent, or any of their respective properties or assets, other than (A) the Interim Order and any approvals required by the Interim Order, (B) the Final Order, (C) filings under the BCBCA, (D) the Competition Act Approval and Investment Canada Act Approval, and (E) compliance with Securities Laws and stock exchange rules and policies.

(d) Financing.

(i) Concurrently with the execution of this Agreement, the Purchaser and the Parent have delivered to the Company, true, correct and complete copies of (A) a fully executed equity commitment letter, dated as of the date hereof (the “Equity Commitment Letter”) from the Guarantors (the “Equity Financing Sources”), pursuant to which the Equity Financing Sources have committed to invest, or cause to be invested, the cash amounts set forth therein for the purpose of financing the Transactions (the “Equity Financing”), (B) a fully executed debt commitment letter, including all annexes, exhibits and schedules thereto (as the foregoing may be amended, restated, amended and restated, supplemented, replaced or otherwise modified or waived from time to time after the date hereof in compliance with Section 7.9, the “Debt Commitment Letter” and, together with the Equity Commitment Letter, the “Financing Commitment Letters”), from one or more Debt Financing Sources confirming their respective commitments to, upon the terms and subject to the conditions set forth therein, provide the Purchaser with debt financing in connection with the Transactions (the “Debt Financing” and, together with the Equity Financing, the “Financings”), together with the fee letter related to the Debt Commitment Letter (the “Debt Fee Letter”), which may be redacted to remove specific fees and economic terms, and (C) a fully executed guaranty from the Guarantors, dated as of the date hereof (the “Guaranty”), pursuant to which the Guarantors have guaranteed certain payment obligations of the Purchaser and the Parent under this Agreement as set forth therein. As of the date of this Agreement, the Financing Commitment Letters and the Guaranty are in full force and effect, and constitute legal, valid and binding obligations of the Purchaser, the Parent, the Equity Financing Sources, and, to the knowledge of the Purchaser and the Parent, the Debt Financing Sources, as applicable, with respect to the subject matter therein, in accordance with their respective terms, and subject to the conditions set forth therein and to the Bankruptcy and Equity Exceptions. As of the date of this Agreement, the Commitment Letters have not been modified, amended, restated or replaced and, to the knowledge of the Purchaser, none of the commitments under the Commitment Letters have been withdrawn, terminated, amended, modified or rescinded in any respect. The Equity Commitment Letter provides that the Company is a third-party beneficiary thereof and is entitled to enforce such agreement, subject to the terms and conditions thereof in prescribed circumstances. As of the date of this Agreement, the Purchaser, the Parent, the Equity Financing Sources and/or, to the knowledge of the Purchaser and the Parent, the Debt Financing Sources, as applicable, are not

in breach of any of the terms or conditions set forth in the Financing Commitment Letters and the Guaranty applicable to them that in each case could result in the failure of the funding obligations thereunder, and no event has occurred which, with or without notice, lapse of time or both, could reasonably be expected to constitute such a breach by the Purchaser, the Parent, the Equity Financing Sources and/or, to the knowledge of the Purchaser and the Parent, the Debt Financing Sources, as applicable, or a failure by the Purchaser, the Parent, the Equity Financing Sources and/or, to the knowledge of the Purchaser and the Parent, the Debt Financing Sources, as applicable, to satisfy a condition precedent set forth therein. As of the date of this Agreement, neither the Purchaser nor the Parent is aware of any fact, occurrence or condition that would reasonably be expected to materially prevent, delay or impair the satisfaction on a timely basis of any term or condition of closing of the Financings to be satisfied by it contained in the Commitment Letters and is not aware of any fact, occurrence or condition that, assuming the satisfaction of the conditions set forth in Article V of this Agreement, may cause either of such financing commitments to terminate or any conditions of closing of such Financings not to be met at Closing. The Purchaser and/or the Parent has fully paid any and all commitment fees or other fees required by the Financing Commitment Letters to be paid on or before the date hereof. There are no conditions precedent related to the funding of the full amount of the Financings, other than as specified therein.

(ii) The aggregate proceeds contemplated by the Financings, at the Closing will be, sufficient to allow the Purchaser or the Parent to make (or cause to be made) all payments that are required to be made by (or on behalf of) the Purchaser or the Parent in connection with this Agreement and the Transactions at Closing, including the payment of the aggregate Consideration. Other than the Financing Commitment Letters and the Debt Fee Letter, neither the Purchaser nor the Parent is a party to any side letter, Contract or other written arrangements relating to the commitments or obligations set forth in the Financing Commitment Letters or relating to the Financings that would reasonably be expected to reduce the aggregate amount of the Financings available to Purchaser and/or the Parent at Closing.

(e) Litigation. As of the date hereof, there is no suit, claim, action or proceeding to which the Purchaser or the Parent is a party pending or, to the knowledge of the Purchaser or the Parent, threatened in writing against the Purchaser or the Parent that would reasonably be expected to prevent or materially delay the consummation of the Transactions. As of the date hereof, neither the Purchaser nor the Parent is not subject to any outstanding order, writ, injunction, judgment or decree that, individually or in the aggregate, would reasonably be expected to prevent or materially delay the consummation of the Transactions.

(f) Approvals. Each of the Purchaser and the Parent represents and warrants to the Company that their respective sole shareholders have determined that the Arrangement and entry into this Agreement are in the best interests of each of the Purchaser and the Parent.

(g) Absence of Certain Arrangements. Other than this Agreement, the Guaranty, the Rollover Agreements, the Voting Support Agreements and the Confidentiality Agreement, as of the date hereof, there are no Contracts or any commitments to enter into any Contract between the Purchaser, the Parent or any of their respective Affiliates, on the one hand, and any trustee, director, officer, employee or shareholder of the Company, on the other hand, relating to the Transactions or the operations of the Company after the Closing. Except as disclosed

to the Special Committee in reasonable detail in writing (including, for certainty, the Rollover Agreements), neither the Purchaser, the Parent nor any of their respective Affiliates are party to any agreement or understanding whatsoever pursuant to which any Person that, to the knowledge of the Purchaser or the Parent, is a “related party” of the Company, is entitled to receive a “collateral benefit” (within the meaning of MI 61-101) in connection with the Arrangement as a consequence of the transactions contemplated by such agreement or understanding or this Agreement.

(h) Ownership of Securities of the Company and its Subsidiaries. As of the date hereof, none of the Purchaser, the Parent nor any of their respective Affiliates nor any other Person acting jointly or in concert with any of them, beneficially own or exercises control or direction over any Company Shares or any securities that are convertible into or exchangeable or exercisable for Company Shares.

(i) Rollover Consideration. The transfer of the Rollover Shares will be made at a price equal to the Consideration per Rollover Share. The Purchaser and the Parent have provided to the Corporation a true, correct and complete copy of each of the Rollover Agreements that are in existence as of the date hereof or that are entered into after the date hereof.

(j) Brokers. No investment banker, broker, finder, financial adviser or other financial intermediary is entitled to any fee, commission or other payment from the Purchaser or the Parent in connection with the Arrangement.

(k) Investment Canada Act. The Purchaser is either a trade agreement investor or WTO investor and is not a “state-owned enterprise”, each within the meaning of the Investment Canada Act.

SCHEDULE C ARRANGEMENT RESOLUTION

BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The arrangement (the “Arrangement”) under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving dentalcorp Holdings Ltd. (the “Company”), pursuant to the arrangement agreement among the Company, Aryeh Bidco Investment Ltd. (the “Purchaser”) and Aryeh Topco Holding Ltd. (the “Parent”) dated September 26th, 2025, as it may be modified, supplemented or amended from time to time in accordance with its terms (the “Arrangement Agreement”), as more particularly described and set forth in the management information circular of the Company dated ●, 2025 (the “Circular”), as may be modified, supplemented or amended in accordance with its terms, and all transactions contemplated thereby, are hereby authorized, approved and adopted.
2. The plan of arrangement, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms (the “Plan of Arrangement”), involving the Company and implementing the Arrangement, the full text of which is set out as Appendix ● to the Circular, is hereby authorized, approved and adopted.
3. The: (a) Arrangement Agreement and all the transactions contemplated therein; (b) actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement; and (c) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the Company of its obligations thereunder, are hereby confirmed, ratified and approved in all respects.
4. The Company is hereby authorized to apply for a final order from the Supreme Court of British Columbia (the “Court”) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, modified, supplemented or amended in accordance with their respective terms).
5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of equity securities of the Company (the “Company Securityholders”) entitled to vote thereon or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered at their discretion, without further notice to or approval of the Company Securityholders: (a) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their respective terms; and (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
6. Any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed and to deliver or cause to be delivered, whether under the corporate seal of the Company or otherwise, all such other documents and instruments and to perform or cause to be performed all such other acts

and things as, in such person's opinion, may be necessary, desirable or useful for the purpose of giving full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing.

SCHEDULE D
PURCHASER KNOWLEDGE

Sean Cunningham

John Kos

SCHEDULE E
PLAN OF ARRANGEMENT
UNDER DIVISION 5 OF PART 9 OF THE
BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless the context otherwise requires, the following words and terms shall have the meaning hereinafter set out:

“Affected Person” has the meaning set forth in Section 5.4;

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person;

“Arrangement” means the arrangement of the Company under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and this Plan of Arrangement or made at the direction of the Court in the Final Order, in each case, with the prior written consent of the Company and the Purchaser, each acting reasonably;

“Arrangement Agreement” means the arrangement agreement dated September 25, 2025 among the Company, the Parent and the Purchaser, and all schedules annexed thereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

“Arrangement Resolution” means the special resolution of Company Securityholders approving the Arrangement which is to be considered at the Securityholder Meeting, substantially in the form of Schedule C to the Arrangement Agreement;

“BCBCA” means the *Business Corporations Act* (British Columbia);

“Business” means the Company and Company Subsidiaries’ business of owning, operating and managing a dental services organization, including (i) providing non-clinical administrative, management and support services, including facilities and equipment leasing, human resources, billing and collection, information technology, supply procurement, marketing, compliance support and related back-office services; (ii) developing, acquiring, and operating networks of affiliated dental practices; and (iii) engaging in all other activities that are incidental or ancillary to, or reasonably necessary for, the foregoing;

“Business Day” means a day other than Saturday, Sunday or any day on which banks located in Toronto, Ontario or in Vancouver, British Columbia are authorized or obligated by applicable Law to close;

“Cancelled Option” has the meaning set forth in Section 3.1(b)(iii);

“College” means any regulatory or self-regulatory governing body, provincial or territorial college, association or licensing board or agency regulating the registration, licensing, accreditation, or governance of the practice of dentistry or dental hygiene in any province or territory of Canada;

“Company” means dentalcorp Holdings Ltd., a company existing under the laws of the Province of British Columbia;

“Company Board” means the board of directors of the Company;

“Company DSU Plan” means the Company’s amended and restated deferred share unit plan dated May 22, 2025;

“Company Equity Incentive Plan” means the Company’s amended and restated equity incentive plan dated July 1, 2025;

“Company Legacy Option Plan” means the Company’s amended and restated legacy option plan dated May 22, 2025;

“Company Securityholders” the Company Shareholders, the holders of Options, the holders of Legacy Options, the holders of Restricted Share Units and the holders of Performance Share Units;

“Company Shareholders” means holders of Company Shares;

“Company Shares” means, collectively, the Multiple Voting Shares and the Subordinate Voting Shares, each such share being a “Company Share”;

“Company Subsidiary” means any Subsidiary of the Company (provided that each Professional Corporation shall also be deemed to be a **“Company Subsidiary”** for purposes of this Plan of Arrangement);

“Consideration” means \$11.00 in cash per Company Share, excluding the Rollover Shares;

“control” as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise, with the terms “controlling”, “controlled by” and “under common control with” having correlative meanings;

“Court” means the Supreme Court of British Columbia;

“Deferred Share Unit Payment” has the meaning set forth in Section 3.1(b)(iv);

“Deferred Share Units” means deferred share units granted pursuant to the Company DSU Plan, each such unit being a **“Deferred Share Unit”**;

“Dental Services” means the delivery of dental or dental hygiene professional services subject to Healthcare Laws;

“Depository” means such Person that the Company and the Purchaser, each acting reasonably, may agree to in writing to act as depository for Company Shares in relation to the Arrangement;

“Dissent Rights” has the meaning set forth in Section 4.1;

“Dissent Shares” means Company Shares held by a Dissenting Shareholder in respect of which the Dissenting Shareholder has given (and not validly withdrawn or been deemed to have withdrawn) a Notice of Dissent;

“Dissenting Shareholder” means a registered holder of a Company Share who has duly and validly exercised a Dissent Right in strict compliance with Section 4.1 and who has not validly withdrawn or been deemed to have withdrawn such exercise of a Dissent Right, but only in respect of a Company Share in respect of which a Dissent Right has been duly and validly exercised and not withdrawn or deemed to have been withdrawn by such registered holder;

“DRS Advice” has the meaning set forth in Section 5.1(b);

“Effective Date” means the date upon which the Arrangement becomes effective, as set out in Section 1.7 of the Arrangement Agreement;

“Effective Time” means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as agreed to by the Company and the Purchaser in writing;

“Employee PSUs” means Performance Share Units granted to a Person other than a Regulated Dental Professional, each being an **“Employee PSU”**;

“Final Order” means the final order of the Court pursuant to section 291 of the BCBCA approving the Arrangement, in form and substance acceptable to each of the Purchaser and the Company, acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date (with the consent of the Company and the Purchaser, each acting reasonably);

“Grant Agreement” has the meaning set forth in the Company Equity Incentive Plan;

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission (including any securities commission or similar regulatory authority), board, College, bureau, ministry, minister, agency or instrumentality, domestic or foreign, (ii) any subdivision, agent or authority of any of the above, (iii) any quasi-governmental body, professional body or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“Healthcare Laws” means all applicable Laws relating to the provision of Dental Services or practice of Regulated Dental Professionals in Canada (including the use and operation of radiology and dental equipment), including Laws of any applicable College governing the professional services performed by Regulated Dental Professionals, as may be amended from time to time and

including, without limitation, the *Food and Drugs Act* (Canada), the *Controlled Drugs and Substances Act* (Canada), the *Dentistry Act* (Ontario), the *Regulated Health Professions Act* (Ontario), the *Dental Hygiene Act* (Ontario), the *Dental Technology Act* (Ontario), the Health Professions Procedural Code (Ontario), the *Healing Arts Radiation Protection Act* (Ontario), and the equivalent or similar Laws in all other provinces and territories of Canada;

“Interim Order” means the interim order of the Court made in connection with the Arrangement, in form and substance acceptable to each of the Purchaser and the Company, acting reasonably, and providing for, among other things, declarations and directions in respect of the notice to be given of, and the calling and holding of the Securityholder Meeting, as the same may be amended, modified, supplemented or varied by the Court (provided that any such amendment has been approved in writing by the Company and the Purchaser, each acting reasonably);

“ITM Vested Legacy Option” has the meaning set forth in Section 3.1(b)(ii);

“ITM Vested Option” has the meaning set forth in Section 3.1(b)(i);

“Laws” means any and all applicable: (i) federal, provincial, territorial, state, local or foreign laws (including common law and civil law), legislation, statute, code, directive, ordinance, rule, regulation, stipulation, or decree; (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity; and (iii) policies, guidelines, notices, ordinances, protocols and proposed legislative amendments to the extent that they have the force of law;

“Legacy Option Payment” has the meaning set forth in Section 3.1(b)(ii);

“Legacy Options” means options granted under the Company Legacy Option Plan, each such option a **“Legacy Option”**;

“Letter of Transmittal” means the letter of transmittal sent to registered holders of Company Shares for use in connection with the Arrangement;

“Lien” means any lien, mortgage, pledge, security instrument, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, purchase option, right of first refusal, easement, security interest, charge, encumbrance, deed of trust, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law;

“Multiple Voting Shares” means the Multiple Voting shares without par value in the authorized share structure of the Company, each such share being a **“Multiple Voting Share”**;

“Notice of Dissent” means a notice of dissent duly and validly given by a registered Company Shareholder exercising Dissent Rights as contemplated in the Interim Order and as described in Section 4.1;

“Option Payment” has the meaning set forth in Section 3.1(b)(i);

“Options” means options to acquire Company Shares granted pursuant to the Company Equity Incentive Plan, each such option an **“Option”**;

“Parent” means Aryeh Topco Holding Ltd., a company existing under the laws of the Province of British Columbia;

“Parent Shares” means shares in the authorized share structure of Parent, each such share a **“Parent Share”**;

“Performance Conditions” means such financial, personal, operational or transaction-based metrics or performance criteria as determined by the Company Board in respect of a grant of Performance Share Units to any Person and set out in an agreement between the Company and such Person evidencing such grant of Performance Share Units;

“Performance Share Unit Payment” has the meaning set forth in Section 3.1(b)(vii);

“Performance Share Units” means performance share units granted pursuant to the Company Equity Incentive Plan, each being a **“Performance Share Unit”**;

“Person” includes an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate, joint venture, unincorporated organization, other form of business organization, trust, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

“Plan of Arrangement” means this plan of arrangement and any amendments or variations hereto made in accordance with the Arrangement Agreement and this Plan of Arrangement or upon the direction of the Court (with the prior consent of the Company and the Purchaser, each acting reasonably) in the Final Order;

“Professional Corporations” means, collectively, Dr. Larry Podolsky Dentistry Professional Corporation, Cliniques Dentaires Dr. Sam N. Sgro Inc., Dr. Podolsky Dental Professional (NS) Inc., Dr. Larry Podolsky Dental Corporation, Dr. Podolsky (NB) Professional Corporation, Dr. Larry Podolsky (YK) Professional Corporation, Dr. Larry Podolsky Dental Clinic Inc., Dr. Podolsky (PEI) Professional Corporation, Dr. Larry Podolsky Dental Professional Corporation, Jerry Baluta (Manitoba) Dental Corporation, C.W.A. Young Professional Corporation and each other Person that has entered into Specified Agreement(s) with the Company or any Company Subsidiary as those currently in effect with the foregoing corporations, but for certainty does not (and is not intended to) include corporations (including professional corporations) established by Regulated Dental Professionals for the purpose of delivering services under a Service Agreement, and **“Professional Corporation”** means any of them as the context requires;

“Purchaser” means Aryeh Bidco Investment Ltd., a company existing under the laws of the Province of British Columbia;

“Regulated Dental Professional” means an individual and/or professional corporation controlled by such individual engaged by the Company or a Company Subsidiary who is licensed or registered to provide Dental Services in a jurisdiction by the applicable College;

“Regulated Dental Professional PSUs” means Performance Share Units granted to Regulated Dental Professionals, each being a **“Regulated Dental Professional PSU”**;

“Restricted Share Unit Payment” has the meaning set forth in Section 3.1(b)(v);

“Restricted Share Units” means the restricted share units granted pursuant to the Company Equity Incentive Plan, each being a **“Restricted Share Unit”**;

“Rollover Agreement” means each rollover agreement entered into among the Purchaser and/or Parent and one or more Company Shareholders pursuant to which each such Company Shareholder has agreed to transfer their Rollover Shares to the Parent in exchange for consideration that includes Parent Shares, the Consideration, or a combination thereof, and that remains in full force and effect immediately prior to the time that the transactions set forth in Section 3.1(c) hereof are effective;

“Rollover Share” means any Company Share which is the subject of a Rollover Agreement as of the Effective Date;

“Securityholder Meeting” means the special meeting of the Company Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought advisable, approving the Arrangement Resolution;

“Service Agreement” means a contract between a Company Subsidiary, on the one hand, and certain dentist Regulated Dental Professionals, on the other hand, pursuant to which the dentist Regulated Dental Professional provides Dental Services in connection with the Business;

“Specified Agreements” means the agreements between the Company Subsidiaries and the shareholder dentists of the Professional Corporations, as the case may be, pursuant to which the Company and Company Subsidiaries operate the Business in conjunction with the Professional Corporations;

“Subordinate Voting Shares” means the Subordinate Voting shares without par value in the authorized share structure of the Company, each such share being a **“Subordinate Voting Share”**;

“Subsidiary” means, with respect to a Person, any other Person that, directly or indirectly, is controlled by such first Person and/or by one or more of its Subsidiaries or of which such first Person and/or one of its Subsidiaries serves as a general partner (in the case of a limited partnership) or of which such first Person and/or one of its Subsidiaries holds more than 50% of the interests of the partnership (in the case of a partnership, other than a limited partnership) or a manager or managing member (in the case of a limited liability entity) or similar function;

“Tax” and **“Taxes”** means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales,

goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; and (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii);

“Unvested Employee PSU” has the meaning set forth in Section 3.1(b)(viii);

“Unvested Regulated Dental Professional PSU” has the meaning set forth in Section 3.1(b)(ix);

“Unvested RSU” has the meaning set forth in Section 3.1(b)(vi);

“Vested PSU” has the meaning set forth in Section 3.1(b)(vii); and

“Vested RSU” has the meaning set forth in Section 3.1(b)(iv).

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. Unless the contrary intention appears, references in this Plan of Arrangement to an Article or Section by number or letter or both refer to the Article or Section, respectively, bearing that designation in this Plan of Arrangement.

1.3 Calculation of Time

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.

1.4 Date for any Action

If the date on or by which any action is required or permitted to be taken hereunder is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

1.5 Number and Gender

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.6 References to Persons, Statutes and Agreements

A reference to a Person includes any successor to that Person. Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless otherwise stated. A reference to an agreement, plan, order, disclosure document or filing made pursuant to applicable Law refers to such agreement, such plan, such disclosure document or such filing, as the case may be, including all schedules, exhibits, appendices and other annexes appended thereto by whatever name and any documents or information incorporated by reference (unless otherwise specified in such agreement, plan, disclosure document or filing), as amended from time to time and in whatever form such amendment is duly and validly made, including by amendment and restatement, by notice, by side letter, by supplement or otherwise.

1.7 Inclusion

In this Plan of Arrangement, “including” means including without limitation, and “include” and “includes” have a corresponding meaning.

1.8 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and “\$” refers to Canadian dollars.

ARTICLE 2 EFFECT OF ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein. If there are any inconsistencies or conflict between this Plan of Arrangement and the Arrangement Agreement, the terms of this Plan of Arrangement shall govern.

2.2 Binding Effect

At the Effective Time, this Plan of Arrangement and the Arrangement shall, without any further authorization, act or formality on the part of the Court or any Person, become effective and be binding upon all Persons, including the Purchaser, the Company, the Depositary, all registered and beneficial Company Shareholders (including Dissenting Shareholders), and all holders of Options, Legacy Options, Deferred Share Units, Restricted Share Units and Performance Share Units. No portion of this Plan of Arrangement will take effect with respect to any Person until the Effective Time, and without affecting the timing set out in Section 3.1, each transaction set out in Section 3.1 shall be mutually conditional such that no transaction set out in Section 3.1 shall occur without all transactions set out therein occurring.

ARTICLE 3 ARRANGEMENT

3.1 Arrangement

Commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur consecutively in the following order, except where noted, without any further authorization, act or formality, with each such step occurring one minute after the completion of the immediately preceding step:

- (a) The amended and restated shareholder agreement among the Company and the other parties thereto dated May 27, 2021 (including any amending or supplemental agreements thereto) shall be terminated and (other than the provisions therein which survive termination pursuant to their terms) shall be of no further force and effect.
- (b) Simultaneously:
 - (i) Each Option outstanding immediately prior to the Effective Time (A) that has fully vested in accordance with its terms and (B) in respect of which the Consideration exceeds the exercise price of such Option (an “**ITM Vested Option**”) shall, without any further action by or on behalf of the holder of such ITM Vested Option, be deemed to be surrendered and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount by which the Consideration exceeds the exercise price of such ITM Vested Option (the “**Option Payment**”), in each case, less applicable withholdings, and each ITM Vested Option shall immediately be cancelled;
 - (ii) Each Legacy Option outstanding immediately prior to the Effective Time (A) that has fully vested in accordance with its terms and (B) in respect of which the Consideration exceeds the exercise price of such Legacy Option (an “**ITM Vested Legacy Option**”) shall, without any further action by or on behalf of the holder of such ITM Vested Legacy Option, be deemed to be surrendered and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount by which the Consideration exceeds the exercise price of such ITM Vested Legacy Option, in each case (the “**Legacy Option Payment**”), less applicable withholdings, and each ITM Vested Legacy Option shall immediately be cancelled;
 - (iii) Each Option or Legacy Option outstanding immediately prior to the Effective Time (A) that has not fully vested in accordance with its terms and/or (B) in respect of which the exercise price of such Option or Legacy Option, as applicable, is equal to or exceeds the Consideration (a “**Cancelled Option**”) shall, without any further action by or on behalf of a holder of such Cancelled Option, immediately be cancelled and, for greater

certainty, no consideration will be payable to the holder of such Cancelled Option;

- (iv) Each Deferred Share Unit outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of a holder of such Deferred Share Unit, be cancelled in exchange for a cash payment from the Company of an amount equal to the Consideration (or, in the case of a fractional Deferred Share Unit, the Consideration multiplied by the applicable fraction of a Deferred Share Unit held by the applicable holder as of immediately prior to the Effective Time) (the “**Deferred Share Unit Payment**”), less applicable withholdings, all in full satisfaction of the obligations of the Company in respect of the Deferred Share Units;
- (v) Each Restricted Share Unit outstanding immediately prior to the Effective Time that has fully vested in accordance with its terms (a “**Vested RSU**”) shall, without any further action by or on behalf of a holder of such Vested RSU, be cancelled in exchange for a cash payment from the Company of an amount equal to the Consideration (the “**Restricted Share Unit Payment**”), less applicable withholdings, all in full satisfaction of the obligations of the Company in respect of the Vested RSUs;
- (vi) Each Restricted Share Unit outstanding immediately prior to the Effective Time that has not fully vested in accordance with its terms (an “**Unvested RSU**”) shall remain outstanding and shall thereafter, pursuant to section 5.3 of the Company Equity Incentive Plan, be subject to the same terms and conditions applicable to such Unvested RSU in accordance with the terms of the Company Equity Incentive Plan and each applicable Grant Agreement prior to the Effective Time (including, for greater certainty, vesting conditions and any terms governing the effect of termination of a holder’s employment or engagement), except for such terms and conditions that are rendered inoperative by the transactions contemplated by the Arrangement, and each such Unvested RSU that becomes fully vested in accordance with its terms shall only entitle the holder thereof to receive, upon settlement thereof in accordance with the terms of the Company Incentive Plan, an amount in cash from the Company equal to the Consideration, less any applicable withholdings, provided that, for greater certainty, from and after the Effective Time, the holder of an Unvested RSU subject to this Section 3.1(b)(vi) shall have no right to receive any Company Share or any other security based on or in respect of such Unvested RSU;
- (vii) Each Performance Share Unit outstanding immediately prior to the Effective Time that has fully vested in accordance with its terms (a “**Vested PSU**”) shall, without any further action by or on behalf of a holder of such Vested PSU, be cancelled in exchange for a cash payment from the Company of an amount equal to the Consideration (the “**Performance Share Unit Payment**”), less applicable withholdings, all in full satisfaction of the obligations of the Company in respect of the Vested PSUs;

- (viii) Each Employee PSU outstanding immediately prior to the Effective Time that has not vested in accordance with its terms (an “**Unvested Employee PSU**”) shall remain outstanding and shall thereafter, pursuant to section 5.3 of the Company Equity Incentive Plan, be subject to the same terms and conditions applicable to such Unvested Employee PSU in accordance with the terms of the Company Equity Incentive Plan and each applicable Grant Agreement prior to the Effective Time (including, for greater certainty, (A) the applicable vesting conditions, except that each such Unvested Employee PSU shall be deemed to have fully satisfied the applicable target Performance Conditions (calculated in accordance with the terms of the Company Equity Incentive Plan and each applicable Grant Agreement) at 100% of target as if the Effective Date were the date that the Performance Conditions were so satisfied, and (B) any terms governing the effect of termination of a holder's engagement) except for such terms and conditions that are rendered inoperative by the transactions contemplated by the Arrangement, and each such Unvested Employee PSU that becomes fully vested in accordance with its terms shall only entitle the holder thereof to receive, upon settlement thereof in accordance with the terms of the Company Equity Incentive Plan, an amount in cash from the Company equal to the Consideration, less any applicable withholdings, provided that, for greater certainty, from and after the Effective Time, the holder of an Unvested Employee PSU subject to this 3.1(b)(viii) shall have no right to receive any Company Share or any other security based on or in respect of such Unvested Employee PSU;
- (ix) Each Regulated Dental Professional PSU outstanding immediately prior to the Effective Time that has not vested in accordance with its terms (an “**Unvested Regulated Dental Professional PSU**”) shall remain outstanding and shall thereafter, pursuant to section 5.3 of the Company Equity Incentive Plan, be subject to the same terms and conditions applicable to such Unvested Regulated Dental Professional PSU in accordance with the terms of the Company Equity Incentive Plan and each applicable Grant Agreement prior to the Effective Time (including, for greater certainty, the applicable vesting and Performance Conditions, as well as any terms governing the effect of termination of a holder's engagement), except for such terms and conditions that are rendered inoperative by the transactions contemplated by the Arrangement, and each such Unvested Regulated Dental Professional PSU that becomes fully vested in accordance with its terms upon satisfaction of the applicable vesting and Performance Conditions (for greater certainty, including any additional Unvested Regulated Dental Professional PSU that vests, and excluding any Unvested Regulated Dental Professional PSU that is deemed not to vest, in each case as a result of the performance adjustment factor in the applicable Grant Agreement) shall only entitle the holder thereof to receive, upon settlement thereof in accordance with the terms of the Company Equity Incentive Plan, an amount in cash from the Company equal to the Consideration, less any applicable withholdings, provided that,

for greater certainty, from and after the Effective Time, the holder of an Unvested Regulated Dental Professional PSU subject to this Section 3.1(b)(ix) shall have no right to receive any Company Share or any other security based on or in respect of such Unvested Regulated Dental Professional PSU; and

(A) Each holder of an Option, each holder of a Legacy Option, each holder of a Deferred Share Unit, each holder of a Vested RSU and each holder of a Vested PSU shall cease to be a holder of such Option, Legacy Option, Deferred Share Unit, Vested RSU or Vested PSU, as the case may be, (B) each such holder's name shall be removed from each applicable register, (C) any and all agreements, arrangements and understandings relating to any and all of the Options, Legacy Options, Deferred Share Units, Vested RSUs and Vested PSUs, other than as set forth herein, shall be terminated and shall be of no further force and effect, and (D) each such holder shall thereafter have only the right to receive the Option Payment, Legacy Option Payment, Deferred Share Unit Payment, Restricted Share Unit Payment or Performance Share Unit Payment to which they are entitled pursuant to Sections 3.1(b)(i), 3.1(b)(ii), 3.1(b)(iv), 3.1(b)(v) and 3.1(b)(vii), as applicable, at the time and in the manner specified therein and contemplated hereby;

(c) Simultaneously:

(i) Each Dissent Share held by a Dissenting Shareholder (provided the right of such Dissenting Shareholder to dissent with respect to such Company Shares has not terminated or ceased to apply with respect to such Company Shares) shall be transferred and assigned and be deemed to be transferred and assigned by such Dissenting Shareholder, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in consideration for a debt claim against the Purchaser as determined under Article 4, and:

(A) such Dissenting Shareholder shall cease to be, and shall be deemed to cease to be, the holder of each such Dissent Share and to have any rights as the holder of each such Dissent Share other than the rights set out in Section 4.1;

(B) the name of such Dissenting Shareholder shall be, and shall be deemed to be, removed from the register of the Company Shareholders in respect of each such Dissent Share;

(C) such Dissenting Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Dissent Share; and

(D) the Purchaser shall be and shall be deemed to be the holder of all of the outstanding Dissent Shares and the central securities register of

the Company shall be, and shall be deemed to be, revised accordingly;

- (ii) Each Company Share (other than the Rollover Shares and any Dissent Shares) shall be transferred and assigned, without any further act or formality on its part, to the Purchaser (free and clear of any Liens) in exchange for the Consideration, and
 - (A) the registered holder thereof shall cease to be, and shall be deemed to cease to be, the registered holder of each such Company Share and the name of such registered holder shall be, and shall be deemed to be, removed from the register of Company Shareholders;
 - (B) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Company Share; and
 - (C) the Purchaser shall be, and shall be deemed to be, the holder of all of such outstanding Company Shares and the central securities register of the Company shall be, and shall be deemed to be, revised accordingly; and
- (d) The Company DSU Plan and the Company Legacy Option Plan shall be terminated and be of no further force and effect;

it being expressly provided that the events provided for in this Section 3.1 will be deemed to occur on the Effective Date, notwithstanding that certain procedures related thereto may not be completed until after the Effective Date.

3.2 Rollover Shares

Pursuant to, at the time specified and on the terms and conditions as are set out in the applicable Rollover Agreement, each Rollover Share will be transferred by the holder thereof to the Parent in exchange for the consideration set out in the applicable Rollover Agreement pursuant to and on such terms and conditions as are set out in the applicable Rollover Agreement.

ARTICLE 4 DISSENT RIGHTS

4.1 Dissent Rights

In connection with the Arrangement, each registered holder of a Company Share may exercise rights of dissent (“**Dissent Rights**”) with respect to the Company Shares held by such holder of Company Shares pursuant to and in strict compliance with the procedures set forth in sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Final Order and this Article 4; provided that, notwithstanding section 242(1)(a) of the BCBCA, the written notice setting forth the objection of such holder to the Arrangement Resolution referred to in section 242(1)(a) of the

BCBCA must be received by the Company by not later than 4:00 p.m. (Vancouver time) two Business Days immediately preceding the date of the Securityholder Meeting. Dissenting Shareholders shall be deemed to have transferred the Dissent Shares held by them to the Purchaser as provided in Section 3.1(c)(i) and if they:

- (a) are ultimately entitled to be paid by the Purchaser fair value for their Dissent Shares (i) shall be deemed to not to have participated in the transactions in Article 3 (other than Section 3.1(c)(i)); (ii) shall be deemed to have transferred and assigned such Dissent Shares (free and clear of any Liens) to the Purchaser in accordance with Section 3.1(c)(i); (iii) will be entitled to be paid the fair value of such Dissent Shares by the Purchaser, which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted at the Securityholder Meeting; and (iv) will not be entitled to any other payment or consideration whatsoever, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Company Shares; or
- (b) are ultimately not entitled, for any reason, to be paid by the Purchaser fair value for their Dissent Shares, shall be deemed to have participated in the Arrangement in respect of those Company Shares on the same basis as a Company Shareholder who has not exercised Dissent Rights (assuming such Company Shares are not Rollover Shares), and shall be entitled to receive only the consideration such holder would have received pursuant to the Arrangement if such holder had not exercised Dissent Rights.

4.2 Recognition of Dissenting Shareholders

- (a) In no event shall the Purchaser, the Company or any other Person be required to recognize a Dissenting Shareholder as a registered or beneficial owner of Company Shares or as having any interest therein (other than the rights set out in Section 4.1) at or after the Effective Time, and at the Effective Time the names of such Dissenting Shareholders shall be deleted from the central securities register of the Company as holders of such Company Shares.
- (b) In no circumstances shall the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of the Company Shares in respect of which such rights are sought to be exercised.
- (c) In addition to any other restrictions in the BCBCA and the Interim Order, none of the following Persons shall be entitled to exercise Dissent Rights: (i) any Person who has voted or has instructed a proxyholder to vote Company Shares in respect of which such Person is the beneficial owner in favour of the Arrangement Resolution, (ii) holders of Rollover Shares, (iii) holders of Options, Legacy Options, Deferred Share Units, Restricted Share Units and Performance Share Units in respect of such Options, Legacy Options, Deferred Share Units, Restricted Share Units and Performance Share Units, or (iv) any Person who is not both a

registered or beneficial owner of Company Shares as of the record date of the Securityholder Meeting and a registered holder of Company Shares as of the deadline for exercising Dissent Rights.

ARTICLE 5

DELIVERY OF CONSIDERATION

5.1 Certificates and Payments

- (a) Following receipt by the Company of the Final Order and not later than the time required by Section 1.8 of the Arrangement Agreement, the Purchaser shall deposit in escrow, or cause to be deposited in escrow, with the Depositary (the terms and conditions of such escrow to be satisfactory to the Company and the Purchaser, each acting reasonably) sufficient funds to satisfy the aggregate cash Consideration payable to Company Shareholders in accordance with Section 3.1, which cash shall be held by the Depositary as agent and nominee for such former Company Shareholders for distribution to such former Company Shareholders in accordance with the provisions of this Article 5.
- (b) Following the Effective Time and subject to Section 5.5, upon surrender to the Depositary for cancellation of a direct registration statement (DRS) notice (a “**DRS Advice**”) or a certificate which, immediately prior to the Effective Time, represented outstanding Company Shares that were transferred pursuant to Section 3.1(c)(ii), together with a duly completed and executed Letter of Transmittal and any such additional documents and instruments as the Depositary may reasonably require, the former registered holder of Company Shares represented by such surrendered DRS Advice or certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such former Company Shareholder, the cash which such former Company Shareholder has the right to receive under the Arrangement for such Company Shares, less any amounts withheld pursuant to Section 5.4, and any DRS advice or certificate so surrendered shall forthwith be cancelled.
- (c) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.1(b), each DRS Advice, certificate or other instrument (as applicable) that, immediately prior to the Effective Time represented one or more Company Shares (other than Company Shares held by the Purchaser or any of its Affiliates and other than the Rollover Shares) shall be deemed at all times, subject to Section 5.5, to represent only the right to receive in exchange therefor the Consideration that the holder of such DRS advice, certificate or other instrument (as applicable) is entitled to receive in accordance with Section 3.1, less any amounts withheld pursuant to Section 5.4.
- (d) Subject to the below, following receipt by the Company of the Final Order and not later than the Effective Date, the Company shall deposit in escrow, or cause to be deposited in escrow, with the Depositary (the terms and conditions of such escrow to be satisfactory to the Company and the Purchaser, each acting reasonably),

unless the Parties otherwise agree, sufficient funds to satisfy the aggregate Option Payments, Legacy Option Payments, Deferred Share Unit Payments, Restricted Share Unit Payments and Performance Share Unit Payments payable to holders of Options, Legacy Options, Deferred Share Units, Restricted Share Units and Performance Share Units, respectively, in accordance with Section 3.1, which cash shall be held by the Depositary as agent and nominee for such holders for distribution to such former holders in accordance with the provisions of this Article 5. The delivery of such funds to the Depositary following receipt of the Final Order and on or prior to the Effective Time shall constitute full satisfaction of the rights of, as applicable, the former holders of Options, Legacy Options, Deferred Share Units, Vested RSUs or Vested PSUs against the Company or the Purchaser pursuant to this Plan of Arrangement and such former holders shall have no claim against the Company or the Purchaser except to the extent that the funds delivered by the Company to the Depositary are insufficient to satisfy the amounts payable to such former holders (except to the extent such funds are withheld in accordance with Section 5.4) or are not paid by the Depositary to such former holders of Options, Legacy Options, Deferred Share Units, Vested RSUs or Vested PSUs in accordance with the terms hereof. As soon as practicable after the Effective Date, the Depositary shall pay or cause to be paid the amounts to be paid to holders of Options, Legacy Options, Deferred Share Units, Vested RSUs and Vested PSUs pursuant to this Plan of Arrangement, less applicable withholdings. Notwithstanding the foregoing, at the election of the Company, the Company shall be entitled to pay the Option Payment, Legacy Option Payment, Deferred Share Unit Payment, Restricted Share Unit Payment and Performance Share Unit Payment payable to holders of Options, Legacy Options, Deferred Share Units, Vested RSUs and Vested PSUs, respectively, in accordance with Section 3.1, pursuant to its payroll service provider no later than the Company's next regularly scheduled payroll date following the Effective Date. If the Company elects to proceed in this manner, it shall not be required to fund the Depositary pursuant to this Section 5.1(d).

5.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were transferred pursuant to Section 3.1(c)(ii) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate the Consideration deliverable in accordance with this Plan of Arrangement and such holder's duly completed and executed Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Purchaser, the Company and the Depositary (each acting reasonably) in such sum as the Purchaser may direct (acting reasonably), or otherwise indemnify the Purchaser, the Company and the Depositary in a manner satisfactory to the Purchaser, the Company and the Depositary (each acting reasonably) against any claim that may be made against the Purchaser, the Company or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Rounding of Cash

In any case where the aggregate cash consideration payable to a particular Person under the Arrangement would, but for this provision, include a fraction of a cent, the consideration payable shall be calculated to the nearest whole cent. All calculations and determinations made in good faith by the Purchaser, the Company, or the Depositary, as applicable, for the purposes of this Plan of Arrangement shall be conclusive, final and binding.

5.4 Withholding Rights

The Purchaser, the Company and the Depositary, and each of their respective Affiliates, as applicable, shall be entitled to deduct and withhold, or to direct any Person to deduct and withhold on their behalf, from any amount payable to any Person under this Plan of Arrangement (an “**Affected Person**”), such amounts as the Purchaser, the Company or the Depositary, as applicable, reasonably determines are required or permitted to be deducted or withheld from such payment under any provision of any Law in respect of Taxes. To the extent that amounts are so withheld, such withheld amounts shall be timely remitted to the relevant Governmental Entity and treated for all purposes hereof as having been paid to the Affected Person in respect of which such deduction, withholding and remittance was made.

5.5 Limitation and Proscription

- (a) To the extent that a former Company Shareholder shall not have complied with the provisions of Section 5.1 or Section 5.2 on or before the date that is six (6) years after the Effective Date (the “**final proscription date**”), then the Consideration that such former Company Shareholder was entitled to receive shall be deemed to have been surrendered to the Purchaser or its successors or assigns and shall be paid over by the Depositary to or as directed by the Purchaser, and the certificates or DRS Advices formerly representing those Company Shares shall cease to represent a right or claim of any kind or nature as of such final proscription date.
- (b) Any payment made by way of cheque by the Depositary (or the Company, if applicable) pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary (or the Company) or that otherwise remains unclaimed, in each case, on or before the final proscription date shall cease to represent a right or claim of any kind or nature and the right of any:
 - (i) Company Shareholder to receive the Consideration to which they are entitled pursuant to Section 3.1(c)(ii) shall terminate and be deemed to be surrendered and forfeited to the Purchaser or its successors or assigns; or
 - (ii) (A) holder of an Option to receive the Option Payment to which they are entitled pursuant to Section 3.1(b)(i); (B) holder of a Legacy Option to receive the Legacy Option Payment to which they are entitled pursuant to Section 3.1(b)(ii); (C) holder of a Deferred Share Unit to receive the Deferred Share Unit Payment to which they are entitled pursuant to Section 3.1(b)(iv); (D) holder of a Vested RSU to receive the Restricted Share Unit Payment to which they are entitled pursuant to Section 3.1(b)(v);

or (E) holder of a Vested PSU to receive the Performance Share Unit Payment to which they are entitled pursuant to Section 3.1(b)(vii), as the case may be; shall terminate and be deemed to be surrendered and forfeited to the Company or its successors or assigns.

5.6 No Liens

Any exchange or transfer of Company Shares, deemed or otherwise, pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

5.7 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Company Shares, Options, Legacy Options, Deferred Share Units, Restricted Share Units and Performance Share Units issued and outstanding immediately prior to the Effective Time; (b) the rights and obligations of the Company Shareholders or the holders of Options, Legacy Options, Deferred Share Units, Restricted Share Units and Performance Share Units, and of the Company, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement; and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Company Shares, Options, Legacy Options, Deferred Share Units, Restricted Share Units or Performance Share Units shall be deemed to have been settled, compromised, released and determined without liability whatsoever except as set forth herein.

ARTICLE 6 AMENDMENTS

6.1 Amendments

- (a) The Purchaser and the Company reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that any such amendment, modification and/or supplement must be: (i) agreed to in writing by each of the Company and the Purchaser, (ii) filed with the Court, and, if made following the Securityholder Meeting, approved by the Court, and (iii) communicated to the Company's securityholders if and as required by the Court.
- (b) Subject to the provisions of the Interim Order, any amendment, modification or supplement to this Plan of Arrangement, if agreed to in writing by each of the Company and the Purchaser, may be proposed by the Company and the Purchaser at any time prior to or at the Securityholder Meeting, with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Securityholder Meeting shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Securityholder Meeting will be

effective only if it is agreed to in writing by each of the Company and the Purchaser (each acting reasonably) and, if required by the Court, approved by some or all of the Company's securityholders voting in the manner directed by the Court.

- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order without filing such amendment, modification or supplement with the Court or seeking Court approval, provided that: (i) it concerns a matter which, in the reasonable opinion of the Company and the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the interest of any Affected Persons; or (ii) is an amendment contemplated in this Section 6.1.
- (e) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with terms of the Arrangement Agreement.

ARTICLE 7 FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement, without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out in this Plan of Arrangement.