

FORM 7

MONTHLY PROGRESS REPORT

Name of Listed Issuer: Premier Health Group Inc. (the "Issuer").

Trading Symbol: PHGI

Number of Outstanding Listed Securities: 65,611,399

Date February 09, 2019

General Instructions

- (a) Prepare this Monthly Progress Report using the format set out below. The sequence of questions must not be altered nor should questions be omitted or left unanswered. The answers to the items must be in narrative form. State when the answer to any item is negative or not applicable to the Issuer. The title to each item must precede the answer.
- (b) The term "Issuer" includes the Issuer and any of its subsidiaries.
- (c) Terms used and not defined in this form are defined or interpreted in Policy 1 – Interpretation and General Provisions.

Report on Business

Provide a general overview and discussion of the development of the Issuer's business and operations over the previous month. Where the Issuer was inactive disclose this fact.

1. Provide a general overview and discussion of the activities of management.

On January 17, 2019, the Company announced a strategic partnership with China's 360 Health, a subsidiary of 360 Security Technology Inc. As a part of its expansion strategy, the Company and 360 Health will implement an infrastructure whereby Premier Health will be providing second opinion services by connecting 360 Health's patients in China with doctors in Canada both remotely and in person. Premier will also assist with general practitioner training virtually and on site through medical seminars.

On January 24, 2019, the Company signed a binding letter of intent (LOI) to acquire two pharmacies based in Metro Vancouver, B.C. The company expects the acquisition to close in or about Q2 2019. Under the terms of the LOI, in consideration for the pharmacies, Premier Health will assume the net liabilities of the pharmacies estimated at \$2.5-million and pay to the vendors an estimated \$4.05-million as follows: (i) \$1.3-million in cash, (ii) \$2.5-million in common shares of Premier, based on the volume-weighted average trading price of the shares for the 10 days prior to execution of the definitive agreement (the VWAP), and (iii) \$250,000 in performance warrants of Premier, at a price per warrant equal to the VWAP. Each warrant will vest into one share without any payment on satisfaction of certain milestones. Each share issued

on closing will be subject to certain contractual restrictions on trading for a period of up to 22 months.

On January 25, 2019, the Company announced the appointment of two new officers to the leadership team. Kanchan Thindal as Chief Operating Officer “COO” and Mena Beshay as Chief Financial Officer “CFO”. The Company also announced the resignation of Donald Gordon from his position as Chief Financial Officer.

On January 29, 2019, the Company announced the closing of the Cloud Practice Inc. acquisition, a national medical software application company. In consideration for the purchase of all of the outstanding Cloud Practice securities, Premier Health will pay to the Cloud Practice shareholders total consideration of up to \$5-million as follows: (i) \$500,000 paid in cash on signing of the binding LOI as a refundable deposit, (ii) \$500,000 in cash payable on closing, (iii) \$500,000 in cash payable 60 days after closing, (iv) \$500,000 in cash payable on June 5, 2019, and (v) an aggregate of \$3-million payable in common shares of Premier at a deemed price of 76 cents per share. All shares issued in the transaction are restricted from trading with 1/2 released from the restriction every 6 months commencing July 28, 2019.

2. Describe and provide details of any new products or services developed or offered. For resource companies, provide details of new drilling, exploration or production programs and acquisitions of any new properties and attach any mineral or oil and gas or other reports required under Ontario securities law.

Not applicable.

3. Describe and provide details of any products or services that were discontinued. For resource companies, provide details of any drilling, exploration or production programs that have been amended or abandoned.

Not applicable.

4. Describe any new business relationships entered into between the Issuer, the Issuer’s affiliates or third parties including contracts to supply products or services, joint venture agreements and licensing agreements etc. State whether the relationship is with a Related Person of the Issuer and provide details of the relationship.

Not applicable.

5. Describe the expiry or termination of any contracts or agreements between the Issuer, the Issuer’s affiliates or third parties or cancellation of any financing arrangements that have been previously announced.

The Company entered into a share purchase agreement (the “Purchase Agreement”) with the Company’s CEO, who is also the former sole shareholder of Clinicas (the “Purchaser”). The Purchase Agreement was entered into as a prerequisite to entering into an acquisition agreement that may result in a change of control of the Company. The terms of the Purchase Agreement are as follows:

The Company will transfer 51% of the shares of Clinicas to the Purchaser immediately on the closing date and transfer the remaining 49% of the shares of Clinicas of when the Company has satisfactory replacement assets in place to satisfy corporate law requirement to maintain a business undertaking at all time.

The Purchaser will forgive the convertible debenture of US \$1,500,000 and all accrued interest proportionally to the shares of Clinicas transferred. The agreement had a closing date included of August 1, 2018, as of January 31, 2019 this transaction had not completed.

6. Describe any acquisitions by the Issuer or dispositions of the Issuer's assets that occurred during the preceding month. Provide details of the nature of the assets acquired or disposed of and provide details of the consideration paid or payable together with a schedule of payments if applicable, and of any valuation. State how the consideration was determined and whether the acquisition was from or the disposition was to a Related Person of the Issuer and provide details of the relationship.

On January 29, 2019, the Company closed the acquisition of Cloud Practice Inc., a national medical software application company. In consideration for the purchase of all of the outstanding Cloud Practice securities, Premier will pay to the Cloud Practice shareholders total consideration of up to \$5-million as follows: (i) \$500,000 paid in cash on signing of the binding LOI as a refundable deposit, (ii) \$500,000 in cash payable on closing, (iii) \$500,000 in cash payable 60 days after closing, (iv) \$500,000 in cash payable on June 5, 2019, and (v) an aggregate of \$3-million payable in common shares of Premier at a deemed price of 76 cents per share. All shares issued in the transaction are restricted from trading with 1/2 released from the restriction every 6 months commencing July 28, 2019.

7. Describe the acquisition of new customers or loss of customers.

Not applicable.

8. Describe any new developments or effects on intangible products such as brand names, circulation lists, copyrights, franchises, licenses, patents, software, subscription lists and trade-marks.

Not applicable.

9. Report on any employee hirings, terminations or lay-offs with details of anticipated length of lay-offs.

Not applicable.

10. Report on any labour disputes and resolutions of those disputes if applicable.

Not applicable.

11. Describe and provide details of legal proceedings to which the Issuer became a party, including the name of the court or agency, the date instituted, the principal

parties to the proceedings, the nature of the claim, the amount claimed, if any, if the proceedings are being contested, and the present status of the proceedings.

Not applicable.

12. Provide details of any indebtedness incurred or repaid by the Issuer together with the terms of such indebtedness.

Not applicable.

13. Provide details of any securities issued and options or warrants granted.

On January 29, 2019, as part of the acquisition of Cloud Practice Inc., an aggregate of 3,947,368 common shares without par value in the capital of the Company were issued. All shares issued in the transaction are restricted from trading with 1/2 released from the restriction every 6 months commencing July 28, 2019.

14. Provide details of any loans to or by Related Persons.

Not Applicable

15. Provide details of any changes in directors, officers or committee members.

On January 25, 2019, the Company announced the appointment of two new officers to the leadership team. Kanchan Thindal as Chief Operating Officer “COO” and Mena Beshay as Chief Financial Officer “CFO”. The Company also announced the resignation of Donald Gordon from his position as Chief Financial Officer.

No changes in directors or committee members were made in the preceding month.

16. Discuss any trends which are likely to impact the Issuer including trends in the Issuer’s market(s) or political/regulatory trends.

Not Applicable

Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance.
2. As of the date hereof there were is no material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CNSX Policy 1).

4. All of the information in this Form 7 Monthly Progress Report is true.

Dated February 9, 2019.

Mena Beshay
Name of Director or Senior
Officer

"Mena Beshay"
Signature
CFO

Issuer Details Name of Issuer Premier Health Group Inc.	For Month End January 2019	Date of Report YY/MM/D 19/02/09
Issuer Address 500 – 666 Burrard Street		
City/Province/Postal Code Vancouver, BC, V6C 3P6	Issuer Fax No.	Issuer Telephone No. (778) 370-1413
Contact Name Mena Beshay	Contact Position CFO	Contact Telephone No. (778) 370-1413
Contact Email Address mena@mypremierhealth.com	Web Site Address www.mypremierhealth.com	