Court File No. CV-19-00632052-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MISTER	)	MONDAY, THE 27th
	)	
JUSTICE MCEWEN	)	DAY OF JANUARY, 2020

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **AGMEDICA BIOSCIENCE INC., 2472602 ONTARIO INC., 2642466 ONTARIO INC., 8895309 CANADA INC., WELLWORTH HEALTH CORP., 8050678 CANADA INC., 8326851 CANADA INC., TAVIVAT NATURALS INC., WORLDWIDE BEVERAGE INNOVATIONS INC., UNIQUE BEVERAGES (USA) INC., and ESEELA INC.**
(each an "**Applicant**" and, collectively, the "**Applicants**")

SALE APPROVAL AND VESTING ORDER
(Re: Light Sale Agreement)

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, among other things, approving the transaction contemplated by the agreement (the "**Light Sale Agreement**") entered into between AgMedica Bioscience Inc. ("**AgMedica**") and Lighting Plus Wholesale o/a 1128731 Ontario Inc. ("**Lighting Plus**") dated January 14, 2020, and vesting in Lighting Plus all of AgMedica's right, title and interest in and to the Lights, as more particularly described in Schedule "A" to the Light Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Roxana Manea sworn January 21, 2020, and the Exhibits thereto, and the Third Report of the Monitor, and on hearing the submissions of counsel for the Applicants, the Monitor, and all other parties listed on the Counsel Slip, no one appearing for any other person, although duly served as it appears from the Affidavit of Service of Adam Driedger sworn January 21, 2020.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meaning ascribed to them in the Light Sale Agreement.

APPROVAL OF THE LIGHT SALE AGREEMENT

3. **THIS COURT ORDERS AND DECLARES** that: (i) the Light Sale Agreement attached hereto as **Schedule "A"**, and any payments, proceeds, distributions, and terms and conditions contemplated therein are hereby authorized and approved; (ii) the Applicants are hereby authorized and directed to enter into the Light Sale Agreement and to take, or cause to be taken, such steps and execute such additional documents as may be necessary or desirable for the performance thereof; and (iii) the Applicants, the Monitor, and Lighting Plus are hereby authorized and directed to perform their respective obligations in connection with the Light Sale Agreement and to do all things reasonably necessary to perform their obligations thereunder.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with the Light Sale Agreement and that no shareholder or other corporate approval, if applicable, shall be required in connection therewith.

5. **THIS COURT ORDERS** that upon delivery of a Monitor's certificate to Lighting Plus, substantially in the form attached hereto as **Schedule "B"** (the "**Monitor's Certificate**"), all of AgMedica's right, title, and interest in and to the Purchased Assets, as described in the Light Sale Agreement, shall vest absolutely in Lighting Plus, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order, or otherwise by Order of this Court in these CCAA proceedings; and (ii) all charges, security interests, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, all of which are collectively referred to as the "**Encumbrances**". For greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

Net Sale Proceeds

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

Additional Provisions

7. **THIS COURT ORDERS AND DIRECTS** that the Monitor file with the Court a copy of the Monitor's Certificate as soon as reasonably practicable after delivery thereof.

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

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and

(c) any assigned in bankruptcy made in respect of the Applicants;

the vesting of the Purchased Assets in Lighting Plus pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. **THIS COURT ORDERS** that the Applicants, Lighting Plus, and the Monitor may apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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

Applicants, Lighting Plus, and the Monitor, and their respective agents, as may be necessary or desirable to give effect to this Order.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JAN 2 7 2020

PER / PAR:

SCHEDULE "A"

BILL OF SALE AND GENERAL CONVEYANCE

THIS AGREEMENT made as of the 14 day of January 2020.

BETWEEN:

AGMEDICA BIOSCIENCE INC.

(hereinafter called the "**Vendor**")

- and –

LIGHTING PLUS WHOLESALE O/A 1128731 ONTARIO INC.

(hereinafter called the "**Purchaser**")

WHEREAS the Purchaser has offered to purchase the Purchased Assets (as defined below) and the Vendor has accepted such offer and wishes to sell the Purchased Assets to the Purchaser on the terms described herein;

AND WHEREAS the Vendor sought and obtained creditor protection pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**") pursuant to the Initial Order of Justice Hainey dated December 2, 2019, as amended, and, as such, the Vendor and the Purchaser agree that the transaction contemplated by this Agreement is subject to, and conditional upon, Court approval as required under the CCAA.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

PURCHASE AND SALE OF ASSETS

1.01 - Purchase and Sale

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor, certain assets as more particularly described in Schedule "A" to this Agreement (the "**Purchased Assets**").

The Purchaser hereby acknowledges to and in favour of the Vendor that it has inspected the Purchased Assets and examined and satisfied itself as to the title thereto and that no representation, warranty, term, condition, understanding or collateral agreement, statutory or otherwise, is expressed or implied by the Vendor or any other party with respect to title, merchantability, condition, description, fitness for purpose, country of origin, quality, quantity or any other thing, affecting the Purchased Assets or in respect of any other matter or thing whatsoever except as expressly stated herein. The Purchaser acknowledges that any and all conditions, warranties and representations, expressed or implied, pursuant to the *Sale of Goods Act* (Ontario), or any other Act or Regulation pursuant to the laws of Ontario or Canada, as applicable, do not apply to the sale of any of the Purchased Assets and have been waived by the Purchaser for the consideration described herein.

Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that the Purchased Assets are specifically offered on an "as is where is" basis as the Purchased Assets will exist on the closing of this transaction, which shall take place on the date on which the Court approves this Agreement or as soon as practicable thereafter (the **"Closing Date"**) and no adjustment shall be allowed to the Purchaser for changes in condition or quantities of the Purchased Assets.

Notwithstanding anything contained in this Agreement, the parties hereto agree that the transaction contemplated herein is subject to, and conditional upon, Court approval.

1.02 - Purchase Price

The consideration for the Purchased Assets is the sum of CAD$576,300.00 (the **"Purchase Price"**). For greater certainty, the Purchase Price includes any applicable federal and provincial sales taxes required in connection with this Agreement paid by the Purchaser as provided for in Section 1.03.

1.03 - Taxes

On the Closing Date, the Purchaser will pay to the Vendor any federal and provincial taxes that are payable in connection with the transaction described herein, if necessary and applicable.

If necessary and applicable, the Vendor and the Purchaser shall jointly make an election under subsection 167(1) of the *Excise Tax Act* if the Vendor and the Purchaser, acting reasonably, agree that such elections are legally available to be made in respect of the sale and transfer of the Purchased Assets pursuant to this Agreement.

1.04 - Delivery of the Assets

The Purchased Assets shall be surrendered to the possession of the Purchaser on the Closing Date or as soon as practicable thereafter for the Purchaser to take delivery. For greater certainty, the Vendor shall not be liable for any costs, fees, taxes, duties, brokerage or warehouse charges associated with the removal of the Purchased Assets or transportation or delivery of the Purchased Assets. The Purchaser shall be solely responsible and liable for all risks and costs associated with delivery and transportation of the Purchased Assets.

Title to, and risk of damage or loss in connection with, the Purchased Assets shall be transferred and surrendered to the Purchaser upon the Purchaser or any of its agents, employees, or counterparties taking possession and receipt of the Purchased Assets.

1.05- Further Assurances

Each of the Vendor and the Purchaser shall, from time to time, at the cost of the requesting party, execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to properly give effect to the sale, assignment and transfer of the Purchased Assets to the Purchaser.

The Vendor agrees that it shall use its best efforts to assist the Purchaser in obtaining any consents, approvals or any further documentation or assurances which may be required to carry out the terms of this Agreement, including, without limitation, any approvals with respect to assets subject to lease or any of the Purchased Assets which are not assignable without the consent or other action of a third party (or parties).

1.06 - Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement:

(a) the Purchaser has the requisite power and authority to enter into and complete the transaction of purchase and sale contemplated hereby and all necessary corporate action will be taken by the Closing Date to authorize the execution and delivery of this Agreement and all documents contemplated hereby; and

(b) the Purchaser's representations and warranties shall survive the completion of this Transaction.

1.07 - Vendor's Representations and Warranties

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in entering into this agreement:

(a) the Vendor has the requisite power and authority to enter into and complete the transaction of purchase and sale contemplated hereby, subject only to Court approval, and all necessary corporate action will be taken by the Closing Date to authorize the execution and delivery of this Agreement and all documents contemplated hereby; and

(b) the Vendor's representations and warranties shall survive the completion of this transaction.

1.08 Time shall be of the essence of this Agreement.

1.09 No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give same and, unless otherwise provided, shall be limited to the specific breach so waived.

1.10 This Agreement may not be assigned by the Vendor or the Purchaser without the prior written consent of the other.

1.11 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.12 This Agreement may be executed in counterparts and/or in portable document format (pdf).

[EXECUTIONS ON SEPARATE PAGE]

IN WITNESS WHEREOF the parties have executed this Agreement this 14 day of January, 2020.

LIGHTING PLUS WHOLESALE O/A 1128731 ONTARIO INC.

Per: ______________________ c/s
Name: FRANK HUNT
Title: President
I have the authority to bind the Corporation.

AGMEDICA BIOSCIENCE INC.

Per: William Demers c/s
Name: WILLIAM DEMERS
Title: CFO
I have the authority to bind the Corporation.

SCHEDULE "A"

Purchased Assets

Illumitex LED lights
Quantity: 1,275 individual lights
Part #: DHW7S12NLX6HDWH10
Description: NEOPAR HORT, WET LOC, 7BAR, STD, 120DEG, NO LNS, X6, 277-480V, DIM, WHT, 10FT

SCHEDULE "B"

Court File No. CV-19-00632052-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **AGMEDICA BIOSCIENCE INC., 2472602 ONTARIO INC., 2642466 ONTARIO INC., 8895309 CANADA INC., WELLWORTH HEALTH CORP., 8050678 CANADA INC., 8326851 CANADA INC., TAVIVAT NATURALS INC., WORLDWIDE BEVERAGE INNOVATIONS INC., UNIQUE BEVERAGES (USA) INC., and ESEELA INC.**
(each an "**Applicant**" and, collectively, the "**Applicants**")

MONITOR'S CERTIFICATE

RECITALS

1. Pursuant to the Order of Justice Hainey dated December 2, 2019, as amended (the "**Initial Order**"), the Applicants were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and Ernst & Young Inc. was appointed as the Monitor of the Applicants (the "**Monitor**").

2. Pursuant to an Order of this Court dated January 27, 2020 (the "**Sale Approval and Vesting Order**"), the Court approved the transaction contemplated by the agreement (the "**Light Sale Agreement**") entered into between AgMedica Bioscience Inc. ("**AgMedica**") and Lighting Plus Wholesale o/a 1128731 Ontario Inc. ("**Lighting Plus**") dated January 14, 2020, and provided for the vesting in Lighting Plus all of AgMedica's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon delivery by the Monitor to Lighting Plus of a certificate indicating

that the conditions precedent to the consummation of the transaction contemplated by the Light Sale Agreement have been satisfied or waived (where permissible).

3. Unless otherwise indicated, capitalized terms herein shall have the meanings ascribed to them in the Light Sale Agreement.

THE MONITOR CERTIFIES the following:

4. Lighting Plus has paid and AgMedica (or the Monitor on its behalf) has received payment of the Purchase Price in relation to the sale of the Purchased Assets.

5. AgMedica and Lighting Plus have each certified in writing to the Monitor that the conditions to be complied with at or prior to the Closing Date as set out in the Light Sale Agreement have been satisfied or waived by AgMedica or Lighting Plus, as applicable, pursuant to the Light Sale Agreement.

6. This Certificate was delivered by the Monitor at ______ [TIME] on __________ [DATE].

Ernst & Young Inc., solely in its capacity as court-appointed Monitor of the Applicants, and not in its personal capacity.

____

Per: Alex Morrison, CPA, CA
Senior Vice President

____

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **AGMEDICA BIOSCIENCE INC., 2472602 ONTARIO INC., 2642466 ONTARIO INC., 8895309 CANADA INC., WELLWORTH HEALTH CORP., 8050678 CANADA INC., 8326851 CANADA INC., TAVIVAT NATURALS INC., WORLDWIDE BEVERAGE INNOVATIONS INC., UNIQUE BEVERAGES (USA) INC., and ESEELA INC.**

Court File No.: 19-CV-00632052-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

SALE APPROVAL AND VESTING ORDER

Thornton Grout Finnigan LLP
100 Wellington Street West
Suite 3200
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)
Email: rkennedy@tgf.ca
Owen Gaffney (LSO# 75017B)
Email: ogaffney@tgf.ca
Adam Driedger (LSO# 77296F)
Email: adriedger@tgf.ca

Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for the Applicants