Court File No. CV-19-000632052-00CL

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")**

SIXTH REPORT OF THE MONITOR DATED MARCH 5, 2020

INTRODUCTION

1. On December 2, 2019, the Court granted an initial order (as amended and restated from time to time, the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**") that, among other things, granted a stay of proceedings against the Applicants for the initial 10-day period (the "**Stay Period**"), appointed Ernst & Young Inc. as monitor of the Applicants in these CCAA proceedings (in such capacity, the "**Monitor**"), granted certain Court-ordered charges (the "**Charges**"), and approved certain interim financing. The Applicants sought CCAA protection to allow them an opportunity to restructure their business and affairs.

2. On December 12, 2019, the Court granted an order (the "**Amended and Restated Initial Order**") extending the Stay Period until March 12, 2020 and amending the Initial Order to, among other things:

    a. increase the maximum amount of the Charges; and

b. authorize the Applicants' entering into a DIP facility agreement (the "**DIP Facility**") with SF V Bridge III, LP ("**Stabilis**"), one of the Applicants' existing secured creditors.

3. On December 12, 2019, the Court also granted an order (the "**Non-Core Real Estate Order**") approving the retention of CBRE Limited ("**CBRE**") by the Applicants and authorizing the Applicants to market and sell the Non-Core Real Estate (as defined in the Non-Core Real Estate Order) with the assistance of the Monitor.

4. On January 3, 2020, the Court granted:

    a. an order (the "**DIP Facility Loan Agreement Approval Order**") approving the definitive DIP loan agreement between the Applicants and Stabilis dated as of December 20, 2019 (the "**DIP Facility Loan Agreement**"); and

    b. an order (the "**SISP Order**") approving the Applicants' sale and investment solicitation process (the "**SISP**").

5. On February 4, 2020, the Court granted an order approving the claims process (the "**Claims Process**") proposed by the Applicants (the "**Claims Procedure Order**").

6. On February 21, 2020, the Court granted:

    a. an approval and vesting order with respect to the sale of one of the Non-Core Real Estate properties, 650 Riverview Drive, Chatham, Ontario ("**650 Riverview**"); and

    b. a distribution order authorizing and directing the Applicants to make certain distributions of the proceeds from the sale of 650 Riverview to Stabilis on account of the DIP Facility and its previous secured loan to certain of the Applicants.

PURPOSE

7. The purpose of this sixth report of the Monitor (the "**Sixth Report**") is to provide information to the Court on:

    a. the activities of the Applicants and the Monitor since the first report of the Monitor dated December 11, 2019 (the "**First Report**");

b. the proposed agreement of purchase and sale (the "**Sale Agreement**") between Dancor Lands Corporation in Trust, as buyer, and 2472602 Ontario Inc. ("**2472602**"), as seller, for the property with municipal address 1095 Wilton Grove Road, London, Ontario and PIN 08203-0125 (LT) (the "**London Property**");

c. the proposed distributions of proceeds from the sale transaction contemplated by the Sale Agreement (the "**London Transaction**") to (i) Stabilis on account of the DIP Facility, (ii) Stone Quest Capital Corp. ("**Stone Quest**") on account of a previous secured loan to 2472602, and (iii) Kathleen Glynn Philipp ("**Philipp**") on account of a previous secured loan to AgMedica that was guaranteed by 2472602 (collectively, the "**Proposed Distributions**");

d. the proposed key employee retention plan (the "**KERP**");

e. the actual receipts and disbursements of the Applicants from December 2, 2019 to February 21, 2020 as well as the Applicants' revised cash flow forecast for the period of February 24, 2020 to June 30, 2020;

f. the fees and disbursements of the Monitor and its legal counsel for the period from November 30, 2019 to January 31, 2020; and

g. the Monitor's recommendation with respect to the Applicants' motion for:

   i. an order (the "**Approval and Vesting Order**") approving the London Transaction and the execution of the Sale Agreement by 2472602 and vesting the London Property in Dancor Lands Corporation in Trust free and clear of encumbrances,

   ii. an order (the "**Distribution Order**") approving the Proposed Distributions,

   iii. an order (the "**Stay Extension and KERP Order**") extending the Stay Period to June 30, 2020, approving the proposed KERP and approving the fees and disbursements of the Monitor and its legal counsel for the period from November 30, 2019 to January 31, 2020.

TERMS OF REFERENCE

8. In preparing this Sixth Report and making the comments herein, the Monitor has been provided with, and has relied upon, unaudited financial information, books and records prepared by the Applicants, discussions with management of the Applicants ("**Management**"), and information from other third-party sources (collectively, the "**Information**"). Except as described in this First Report in respect of the Cash Flow Forecast:

   a. The Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards ("**GAAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information; and

   b. some of the information referred to in this Sixth Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Chartered Professional Accountants Canada Handbook, has not been performed.

9. Unless otherwise indicated, the Monitor's understanding of factual matters expressed in this Sixth Report concerning the Applicants and their business is based on the Information, and not independent factual determinations made by the Monitor.

10. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

BACKGROUND

11. The principal operating entity among the Applicants is AgMedica Bioscience Inc. ("**AgMedica**"), which is a licensed producer of cannabis in accordance with the *Cannabis Act* and the *Cannabis Regulations*. The principal activities of AgMedica are the production,

distribution, and sale of dried cannabis flower, pre-rolled cannabis, cannabis soft gel capsules, and cannabis oil.

12. AgMedica currently holds two site licenses:

a. 1st Site license permits the cultivation, processing, and sale of cannabis plants and seeds (dried and fresh), oils, extracts, edibles and topicals both for registered patients (medical use) and the recreational market (adult use); and

b. 2nd Site license permits the sale of cannabis plants and seeds (dried and fresh) and oils for registered patients only (medical use).

13. All the legal entities comprising the Applicants are privately held companies incorporated under the laws of Ontario or Canada, with the sole exception of Unique Beverages (USA) Inc., a dormant corporation incorporated under the laws of Delaware.

14. All court documents and materials related to this CCAA proceedings have been posted on the Monitor's website at www.ey.com/ca/agmedica (the "**Monitor's Website**").

STATUS UPDATE OF CCAA PROCEEDINGS

Restructuring efforts of the Applicants

15. The stated purpose of the Applicants in commencing these CCAA proceedings was to maintain the status quo and obtain the breathing room required to pursue and implement their restructuring strategy. This strategy included the Applicants (i) restructuring their balance sheet, (ii) restructuring their operations by focusing on expanding production capacity and reducing input costs at their current sole production facility located at 566 Riverview Drive, Chatham, Ontario, (iii) selling the Non-Core Real Estate to generate liquidity and deleverage the business, and (iv) conducting the SISP to identify and pursue opportunities to sell, or obtain investments in, the business of the Applicants.

16. Subsequent to being granted the Amended and Restated Initial Order, the Applicants continued these restructuring efforts by:

a. disclaiming leases of non-essential office space and contracts relating to these leased premises;

b. disclaiming non-essential service and supply agreements and other contractual agreements no longer required;

c. reducing headcount and streamlining processes to reduce operating expenditures;

d. permanently shutting down business related to Wellworth Health;

e. as detailed further below, pursuing the sale of the Non-Core Real Estate;

f. pursuing the sale of other surplus assets, including the sale of certain surplus lights which was approved by the Court on January 27, 2020;

g. as detailed further below, conducting the SISP; and

h. as detailed further below, conducting the Claims Process.

Sales process of Non-Core Real Estate

17. Since being granted authorization under the Non-Core Real Estate Order, the Applicants have:

a. assisted CBRE in marketing and tours of the Non-Core Real Estate with prospective buyers;

b. negotiated price and terms on potential offers to purchase; and

c. assisted, as needed, in meeting conditions and closing requirements of the agreements of purchase and sale entered into by the Applicants in respect of each of 650 Riverview and the London Property.

18. Of the four Non-Core Real Estate properties:

a. the sale of 650 Riverview was approved by the Court on February 21, 2020 and closed on March 3, 2020;

b. 2472602 has entered into the Sale Agreement for the sale of the London Property; and

c. the other two properties (715 Richmond Street, Chatham, Ontario and 830 Richmond Street, Chatham, Ontario, which are both owned by 2472602) are listed for sale and being actively marketed by CBRE.

Sale and Investment Solicitation Process

19. Pursuant to the SISP Order, the Applicants commenced and have been carrying out the SISP which to this point has involved, among other things:

a. the Monitor publishing notice of the SISP in the Globe and Mail (National Edition);

b. the Applicants issuing a press release with Canada Newswire regarding the SISP;

c. the Applicants issuing the teaser letter and form of non-disclosure agreement (the "**NDA**") to all known potential bidders and those who were identified to the Applicants or the Monitor as a potential bidder, which occurred by January 24, 2020 as contemplated in the SISP;

d. the Monitor posting notice of the SISP, the press release regarding the SISP, the SISP Order and the teaser letter on the Monitor's Website;

e. reviewing and assessing executed NDAs from potential bidders;

f. establishing a data room for potential bidders (the "**Data Room**");

g. providing a confidential information memorandum and access to the Data Room to those bidders that have been deemed Phase 1 Qualified Bidders (as defined in the SISP Order); and

h. facilitating management discussion and presentations requested by Phase 1 Qualified Bidders.

20. The deadline for Phase 1 Qualified Bidders to submit non-binding letters of interest (each an "**LOI**") is March 20, 2020 (the "**Phase 1 Bid Deadline**"). The major steps to be carried

out by the Applicants and the Monitor after the Phase 1 Bid Deadline and during the proposed stay extension period include, among others:

a. The Applicants, in consultation with the Monitor and the DIP Lender, will assess the LOIs and determine whether (i) they meet the requirements to be considered a Qualified LOI (as defined in the SISP Order), (ii) the Phase 1 Qualified Bidder has a *bona fide* interest in completing a Sale Proposal or Investment Proposal (as defined in the SISP Order), and (iii) the Phase 1 Qualified Bidder has the financial capability to consummate such a transaction. If so, the bidder will be deemed a Phase 2 Qualified Bidder.

b. The Applicants, in consultation with the DIP Lender and the Monitor, and with the approval of the Monitor, will then determine the process and timing to be followed in pursuing the Qualified LOIs from the Phase 2 Qualified Bidders and issue the Bid Process Letter (as defined in the SISP Order) as soon as practically possible after the Phase 1 Bid Deadline.

c. The deadline for Phase 2 Qualified Bidders to submit an irrevocable binding offer (each a "**Phase 2 Bid**") to purchase or make an investment in the Applicants or their Property or Business is April 17, 2020 (the "**Phase 2 Bid Deadline**").

d. The Applicants, in consultation with the Monitor and the DIP Lender, will assess the Phase 2 Bids and determine whether they meet the requirements to be Qualified Bids.

e. Within ten (10) business days of the Phase 2 Bid Deadline, the Monitor will notify each Phase 2 Qualified Bidder that submitted a Phase 2 Bid whether its Phase 2 Bid constituted a Qualified Bid.

f. The Applicants, in consultation with the DIP Lender and the Monitor, will review the Qualified Bids and select the Successful Bids (as defined in the SISP Order), if any.

g. The Applicants will then seek approval from the Court to consummate any Successful Bids.

Claims Process

21. Pursuant to the Claims Procedure Order, the Applicants and the Monitor commenced and have been carrying out the Claims Process, which to this point has involved, among other things:

a. the Monitor sending a Claims Package to Known Claimants and the addresses as listed on the service list maintained in these proceedings on February 11, 2020;

b. the Monitor publishing the Notice to Claimants in the Globe and Mail (National Edition) and the Chatham Daily News on February 7, 2020;

c. the Applicants issuing a press release with Canada Newswire regarding the Claims Process;

d. the Monitor posting the Claims Package and the Claims Procedure Order on the Monitor's Website; and

e. the Monitor sending Claims Packages to those that have requested one to date and counterparties to any contracts, agreements and obligations that may give rise to a post-filing claim.

22. Pursuant to the Claims Procedure Order, the Claims Bar Date is March 16, 2020.

23. As noted in the Affidavit of Trevor Henry sworn March 4, 2020 (the "**Henry Affidavit**"), the Monitor has received approximately 30 Claims in the amount of approximately $1.2 million as of that date. The Monitor anticipates that many more claims will be filed prior to the Claims Bar Date and will report to the Court regarding the Claims filed in a subsequent report.

MONITOR'S ACTIVITIES SINCE THE FIRST REPORT

24. In addition to the activities mentioned above, the Monitor has:

a. continued to monitor the cash receipts and disbursements of the Applicants;

b. assisted the Applicants with creditor relationships to maintain supply;

c. overseen the SISP, which has included:

   i. assisting the Applicants in developing their confidential information memorandum, setting up and maintaining the Data Room and managing access to the Data Room; and

   ii. following up on potential bidders and engaging in discussions regarding the SISP process;

d. assisted the Applicants and CBRE with the negotiations of sales transactions for the Non-Core Real Estate and other surplus assets; and

e. monitored the Claims Process and commenced the adjudication of Claims with the Applicants.

PROPOSED APPROVAL AND VESTING ORDER

Background

25. The London Property is a commercial building that was purchased by 2472602, a subsidiary of AgMedica and an Applicant in these proceedings, in November 2018 for $6.1 million from a third party through the use of a commercial real estate agent. The London Property was purchased in anticipation of converting the space into a production facility for cannabis products when additional expansion was feasible.

26. At the time of purchase by 2472602, the London Property was fully vacant. Since then, the premises has remained vacant and no additions, renovations or improvements have been made to the building. It has never been occupied by any of the Applicants for their own business purposes.

27. As noted above, the current operational restructuring strategy of the Applicants is to focus their efforts on expanding production capacity and reducing input costs at their current sole production facility located at 566 Riverview Drive, Chatham, Ontario. There are no current

plans to carry out any production at the London Property or use it for any other business purposes of the Applicants. Accordingly, the London Property is a non-core and non-essential asset of the Applicants.

28. The Applicants engaged CBRE pursuant to the Non-Core Real Estate Order to begin marketing and listing the Non-Core Real Estate, including the London Property, on the open market.

Sales and Marketing Process

29. As outlined in the marketing report of CBRE dated March 3, 2020 ("**Marketing Report**"), CBRE listed the property on November 8, 2019 on the London St. Thomas Real Estate Board, which is the regional real estate board for the London Property, for $8,900,000. CBRE placed signage on the property, created marketing materials and initiated an email marketing campaign. According to the Marketing Report, a marketing email was sent to 455 targeted industrial users through Southwestern Ontario and 420 co-operating commercial brokers across Southwestern Ontario. A copy of the Marketing Report is attached as Appendix "**A**" to this Sixth Report.

30. As outlined in the Henry Affidavit and the Marketing Report, six potential purchasers viewed the London Property with CBRE and the buyer under the Sale Agreement submitted the highest and best offer to purchase the London Property.

Sale Agreement

31. The Sale Agreement is based on a standard form template created by the Ontario Real Estate Association for commercial properties. The buyer, Dancor Lands Corporation in Trust, is unrelated to the Applicants. The following is an outline of the material terms of the Sale Agreement, a redacted copy of which is attached as Exhibit "B" to the Henry Affidavit:

   a. the London Property is being purchased on an 'as is' basis;

   b. 2472602 was required to meet certain conditions within 60 days following the acceptance of the offer; and

c. the offer was conditional on the following matters for the benefit of 2472602 (i) approval of the agreement from the Monitor within five business days after acceptance of the offer, and (ii) an approval and vesting order being issued by the Court, within 30 days of the conditions referred to in (b) above being satisfied or waived.

32. As noted in the Henry Affidavit, the Applicants anticipate that the buyer will waive any remaining conditions on March 7, 2020. The Monitor will provide an update to the Court at the hearing of the motion for the Approval and Vesting Order regarding whether the buyer has in fact waived these conditions.

33. If approved by the Court, the closing date for the Transaction will be no later than May 29, 2020.

34. The Monitor has reviewed the Sale Agreement and believes that the terms and price are reasonable as:

a. the sales and marketing efforts of CBRE were reasonable in reaching potential purchasers of property of this size, location and usefulness;

b. the purchase price is reasonable relative to the original purchase price and appraised value of the London Property; and

c. other than the conditions for Monitor and Court approval, there are no conditions that are required by 2472602 or the buyer that would cause the Sale Agreement to not be completed as proposed (subject to the buyer confirming the waiver of conditions in advance of the hearing for the Approval and Vesting Order, as noted above).

35. The purchase price has been redacted from the Sale Agreement attached as Exhibit "B" to the Henry Affidavit. An unredacted version of the Sale Agreement is attached as Confidential Exhibit "C" to the Henry Affidavit. The Applicants have requested in the proposed Approval and Vesting Order that it be sealed. The Monitor agrees that the purchase price is commercially sensitive information the disclosure of which could adversely affect the Applicants if the Transaction is not completed and the Applicants are

required to re-market the property. The unredacted copy of the Sale Agreement will be unsealed upon the closing of the Transaction. The breadth and duration of the sealing order are narrowly tailored. The Monitor supports the request by the Applicants for a sealing order in the circumstances.

36. For the reasons stated above, the Monitor approves and consents to the Sale Agreement. For the same reasons, the Monitor recommends that the Court grant the proposed Approval and Vesting Order, if the Court sees fit.

PROPOSED DISTRIBUTION ORDER

Proposed Distribution

37. The proposed Distribution Order contemplates that the net proceeds from the London Transaction will be distributed as follows:

   a. $2 million to Stabilis as partial satisfaction of amounts due and owing under the DIP Facility;

   b. Approximately $4 million to Stone Quest Capital Corp. ("**Stone Quest**") in full satisfaction of amounts due and owing under the loan advanced by Stone Quest pursuant to a commitment letter dated April 26, 2019 between 2472602, AgMedica and Stone Quest (the "**Stone Quest Loan Agreement**"); and

   c. The remainder of the net proceeds from the Transaction to Kathleen Glynn Philipp in partial satisfaction of amounts due and owing under the loan agreement dated October 23, 2019 between 2472602, AgMedica and Philipp (the "**Philipp Loan Agreement**").

38. Pursuant to section 18(b) of the DIP Facility Loan Agreement, the Applicants are required to apply net proceeds from the sale of the London Property as follows:

   a. the first $2 million to repay the DIP Facility;

   b. the balance to repay the creditors having valid security on the London Property in order of the priority of their security; and

c. after such creditors have been paid in full, to repay the DIP Facility.

39. A copy of the DIP Facility Loan Agreement is attached as Appendix "**B**" to this Sixth Report.

DIP Lender's Charge

40. The Amended and Restated Initial Order created the DIP Lender's Charge to the maximum principal amount of $7.5 million against the property of the Applicants including the real property identified in Schedule "A" to the Initial Order. The London Property is identified on Schedule "A" to the Amended and Restated Initial Order. A copy of the Amended and Restated Initial Order is attached as Appendix "**C**" to this Sixth Report.

41. The amount outstanding under the DIP Facility was $4,895,841 as of February 28, 2020.

Stone Quest Security

42. Pursuant to the Stone Quest Loan Agreement, 2472602 granted a mortgage and charge on the London Property to secure amounts owing under the Stone Quest Loan Agreement which was registered against title as Instrument No. ER1233648 on May 13, 2019 (the "**Stone Quest Security**").

43. As per the Applicants' books and records, the amount outstanding under the Stone Quest Loan Agreement was CAD $4,000,000 as of February 28, 2020. This amount bears interest at 18% per annum. The Applicants have continued to pay this interest monthly in arrears during the course of these proceedings.

Philipp Security

44. Pursuant to the Philipp Loan Agreement, 2472602 granted a mortgage and charge on the London Property to secure amounts owing under the Philipp Loan Agreement which was registered against title as Instrument No. ER1267821 on October 30, 2019 (the "**Philipp Security**").

45. The Philipp Loan Agreement recognizes that the Philipp Security is a second collateral mortgage on the London Property and ranks behind the interest of Stone Quest to proceeds from the sale of such property.

46. As per the Applicants' books and records, the amount outstanding under the Philipp Loan Agreement was USD $3,816,000 as of February 28, 2020. This amount bears interest at 24% per annum. The Applicants have continued to pay this interest monthly in arrears during the course of these proceedings.

Security Opinion

47. In light of the proposed distribution to Stone Quest on account of the Stone Quest Security and the proposed distribution to Philipp on account of the Philipp Security, the Monitor instructed its independent legal counsel, McCarthy Tétrault LLP ("**McCarthy**"), to provide it with an opinion with respect to the validity and enforceability of the Stone Quest Security and the Philipp Security in Ontario (the "**Security Opinion**"). McCarthy has confirmed to the Monitor that, subject to customary opinion assumptions and qualifications which are set out in the Security Opinion:

   a. The Stone Quest Security is a valid and legally binding obligation of 2472602 enforceable against 2472602 in accordance with its terms;

   b. The Stone Quest Security creates a valid mortgage and charge in the real property described therein in which 2472602 has rights, including the London Property, to secure the payment and performance of the obligations described therein as being secured by such security interest;

   c. The Stone Quest Security has been registered against the London Property;

   d. The Philipp Security is a valid and legally binding obligation of 2472602 enforceable against 2472602 in accordance with its terms;

   e. The Philipp Security creates a valid mortgage and charge in the real property described therein in which 2472602 has rights, including the London Property, to secure the payment and performance of the obligations described therein as being secured by such security interest; and

f. The Philipp Security has been registered against the London Property in the amount of CAD $2.2 million.

Priority Claims

48. In relation to the Proposed Distributions, the Monitor has considered the following types of claims and potential claims that, in certain circumstances, rank or could rank in priority to the Stone Quest Security and/or the Philipp Security or that, in some cases, are required by section 36(7) of the CCAA to be paid or otherwise get paid out of estate funds prior to distributions to secured creditors:

a. claims of other parties with mortgages or charges against the London Property;

b. statutory priority claims for source deductions, municipal taxes, withholding taxes, pension plan contributions, employee wages and employee vacation pay entitlements;

c. post-filing amounts; and

d. claims secured by court-ordered charges created by the Initial Order.

49. <u>Other Charges</u>: As outlined in the parcel register for the London Property attached as Appendix "**D**" to this Sixth Report, the only charges registered against the London Property are as follows:

Reg. Date	**Instrument No.**	**Chargee**	**Charge**
2019-05-13	ER1233648	STONE QUEST CAPITAL CORP.	CAD $4,000,000
2019-10-30	ER1267821	PHILIPP, KATHLEEN GLYNN	CAD $2,200,000
2019-12-05	ER1275907	HILLMOUNT CAPITAL INC. [Initial DIP Facility]	

2019-12-18	ER1278541	STABILIS GP V, LLC [DIP Facility]	

50. The charge on the London Property registered in favour of Hillmount Capital Inc. ("**Hillmount**") was with respect to the DIP financing that was provided by Hillmount at the outset of these proceedings. Stabilis subsequently replaced Hillmount as the DIP lender and all amounts owing to Hillmount were paid out. Accordingly, the only charges registered against the London Property for which there are amounts owing are in favour of Stone Quest with respect to the Stone Quest Security, Philipp with respect to the Philipp Security, and Stabilis with respect to the DIP Lender's Charge.

51. Statutory Priority Claims: As authorized in the Amended and Restated Initial Order, as far as the Monitor is aware the Applicants have paid, or intend to pay, all source deductions and municipal taxes and all outstanding and future wages and vacation pay whether incurred prior to, on or after the date of the Order. The Monitor understands from the Applicants that they do not sponsor, administer, or otherwise have any registered or unregistered pension plan for employees. Accordingly, the Monitor is not aware of any potential statutory prior claims that would have priority against the Stone Quest Security and/or the Philipp Security.

52. Post-Filing Amounts: As authorized in the Amended and Restated Initial Order, as far as the Monitor is aware the Applicants have paid, or intend to pay, all post-filing amounts and, in any event, the Monitor is not aware of any potential post-filing claims that would have priority against the Stone Quest Security and/or the Philipp Security.

53. Charges: Each of the parties that benefit from the Administration Charge, the DIP Lender's Charge and the Director's Charge are aware of the Proposed Distributions and have not expressed any objection to them.

54. Accordingly, the Monitor supports the Proposed Distributions as:

    a. Stabilis has a valid and enforceable security over the London Property for amounts owing under the DIP Facility pursuant to the DIP Lender's Charge granted in the Amended and Restated Initial Order;

b. Stone Quest has a valid and enforceable security over the London Property for amounts owing under the Stone Quest Loan Agreement pursuant to the Stone Quest Security;

c. Philipp has a valid and enforceable security over the London Property for amounts owing under the Philipp Loan Agreement pursuant to the Philipp Security;

d. The amounts of the contemplated distributions are in accordance with section 18(b) of the DIP Facility Loan Agreement, which was approved by this Court in the DIP Facility Loan Agreement Approval Order;

e. The principal amount outstanding under the DIP Facility exceeds the distribution on account of the DIP Facility contemplated by the proposed Distribution Order;

f. The principal amount outstanding under the Stone Quest Loan Agreement is equal to the distribution contemplated by the proposed Distribution Order;

g. The principal amount outstanding under the Philipp Loan Agreement exceeds the distribution on account of the Philipp Loan Agreement contemplated by the proposed Distribution Order; and

h. The Proposed Distributions will pay all amounts owing under the Stone Quest Loan Agreement in full, and reduce the amounts owing under the Philipp Loan Agreement, which currently bear interest at 18% and 24% per annum, respectively, and are continuing to be paid by the Applicants.

PROPOSED KEY EMPLOYEE RETENTION PLAN

55. The Applicants are requesting approval of a proposed KERP to obtain commitment and retention of certain key employees that they believe are essential to executing a successful restructuring of the Applicants, carrying out the SISP and completing a plan of arrangement.

Significant Terms

56. Under the terms of the KERP, the Applicants propose to pay retention bonuses which will not exceed $200,000 in aggregate to specific individuals employed by AgMedica (collectively, the "**Participants**") upon the completion of a "Transaction" which is defined in the KERP as including a transaction or series of transactions consummated through the SISP. The major terms and conditions of the proposed KERP include:

a. a retention payment comprised of a fixed lump sum (the "**Retention Payment**") as set out in the individual KERP agreements entered into between AgMedica and the Participants;

b. a Participant is not entitled to receive the Retention Payment (as defined in the KERP) if the Participant, among other things, (i) does not meet performance expectations, or (ii) voluntarily resigns, retires or involuntarily separate for any reason, other than total disability, death or termination without cause; and

c. the KERP is subject to the approval of this Court.

Rationale

57. The total aggregate amount of $200,000 is based on approximately 1.6 months' salary, or approximately 13%. The Applicants view this to be a fair and reasonable bonus to maintain the commitment and retention of these key employees.

58. The charge that is being requested (the "**KERP Charge**") ranks behind the Charges and immediately after the existing secured lenders (Stabilis, Stone Quest and Philipp). The proposed KERP Charge will not exceed $200,000, the amount payable to the Participants under the KERP.

59. The retention of the Participants and their commitment to the Applicants are essential to the current operations and the successful restructuring of the Applicants. The successful restructuring of the Applicants is expected to maximize value for their stakeholders. In particular, the Applicants believe:

a. During the CCAA proceedings to date, the leadership of the Participants has allowed the Applicants to minimize disruptions of the supply of goods and services, scheduled production and customer deliveries;

b. the Participants are core to the continued effort to restructuring and streamline operations towards improving operational and financial performance;

c. certain Participants directly affect production, which ties to the quality and reputation of the Applicant's product;

d. the Participants could not be readily or easily replaced as the process to find appropriately qualified replacements for the Participants from outside AgMedica would be lengthy, difficult and costly; and

e. any replacements for the Participants would face a steep learning curve given the nascency of the industry, may require additional security clearance screening by Health Canada and would be challenged to develop a thorough understanding of the Applicants' business within the time required to successfully move the restructuring forward.

60. None of the Participants are founders of the Applicants, or members of the board of directors of the Applicants.

61. The Applicants believe the KERP will provide the necessary incentive to the Participants to remain as committed key members of the Applicants' senior management and support team during the restructuring proceedings.

62. In addition, the Applicants have indicated that some of the Participants have been approached by outside parties regarding employment opportunities with other companies that are currently operating in more stable financial circumstances.

63. A redacted copy of the KERP is attached as Exhibit "D" to the Henry Affidavit. An unredacted version is attached as Confidential Exhibit "E" to the Henry Affidavit. The Applicants have requested in the Stay Extension and KERP Order that the unredacted version be sealed. The KERP contains confidential and sensitive information regarding the

employment contract and compensation of the Participants. The Monitor agrees that this is commercially sensitive and personal information the disclosure of which could adversely affect the Applicants and the Participants. The unredacted copy of the KERP will remain sealed unless further ordered by the Court. The Monitor supports the request by the Applicants for a sealing order in the circumstances.

APPLICANTS' RECEIPTS AND DISBURSEMENTS

64. A summary of the Applicants' actual receipts and disbursements during the period from December 7 to February 21, 2020 (the "**Reporting Period**") as compared to the cash flow forecast set out in Appendix "A" to the First Report (the "**Variance Analysis**") is attached as **Appendix "D"** to this Sixth Report.

65. During the Reporting Period, the Applicants' operations generated a net cash outflow of $4,485,389, which included disbursements of $737,624 related to debt service payments in aggregate to pre-filing secured debtholders.

66. During the Reporting Period, the Applicants drew DIP loan advances of $4,303,499 of which $510,000 was permanently repaid from the sale of surplus lights, therefore net DIP loan advances were $3,793,499. This includes the $1,000,000 plus expenses used to repay the DIP facility originally lent by Hillmount upon filing.

OVERVIEW OF APPLICANTS' NINETEEN WEEK CASH FLOW PROJECTION

67. The Applicants, with the assistance of the Monitor, have prepared a cash flow forecast from February 22, 2020 to the week ending July 3, 2020 (the "**Forecast Period**"). The Cash Flow Forecast attached as **Appendix "E"** to this Sixth Report is also attached as Exhibit "A" to the Henry Affidavit.

68. The Cash Flow Forecast indicates that during the Forecast Period, the Applicants estimate total combined receipts of $22.1 million and estimate total combined disbursements of $20.3 million. The Cash Flow Forecast projects that the Applicants will require a total draw of an additional $2,182,342 from the Stabilis DIP Facility to support their operations during the Forecast Period.

69. During the Forecast Period, the Applicants have forecast the distribution of the net proceeds from the sales of 650 Riverview and the London Property to repay the DIP Facility and the secured lenders pursuant to the Distribution Order granted February 21, 2020 and the proposed Distribution Order.

70. As a result of the sale of 650 Riverview and the proposed London Transaction, the net proceeds will result in a total repayment of the DIP Facility of $4.0 million and the net balance of the DIP Facility at the end of the Forecast Period is forecast to be $1,975,841 with an additional undrawn availability of $1,014,159.

STAY EXTENSION

71. The Stay Period is currently set to expire on March 12, 2020. The Applicants are requesting an extension of the Stay Period until June 30, 2020.

72. The Monitor is of the view that the requested extension of the Stay Period is appropriate as it will enable the Applicants to:

   a. continue their operational restructuring strategy;

   b. continue efforts to market and sell the Non-Core Real Estate;

   c. conclude the SISP and potentially bring forth a proposed transaction for approval by the Court;

   d. complete the Claims Process; and

   e. work towards the development and implementation of a potential plan of compromise or arrangement.

73. The Monitor is satisfied that the Applicants continue to operate in good faith and with due diligence since the date of the Amended and Restated Initial Order.

74. Based on the Cash Flow Forecast, the Monitor believes that the Applicants will have sufficient liquidity to fund their operations until June 30, 2020.

75. For the foregoing reasons, the Monitor supports the Applicants' request for an Order extending the Stay Period to June 30, 2020.

MONITOR AND COUNSEL FEES & DISBURSEMENTS

76. Pursuant to paragraph 25 of the Amended and Restated Initial Order, the Monitor and its legal counsel have been paid their fees and disbursements by the Applicants throughout the CCAA proceedings. Paragraph 26 of the Initial Order requires that the Monitor and its counsel pass their accounts from time to time.

77. The Monitor respectfully seeks the approval of its fees and disbursements and the fees and disbursements of its counsel for the period from November 30, 2019 to January 31, 2020 (the "**Fee Period**").

78. The total fees and disbursements (exclusive of HST) of the Monitor during the Fee Period are detailed in the affidavit of Alex Morrison sworn March 4, 2020 attached hereto as **Appendix "F"**. The Monitor incurred fees (excluding disbursements and HST) during the Fee Period totalling $508,616.00.

79. The total fees and disbursements (exclusive of HST) of the Monitor's counsel during the Fee Period are detailed in the affidavit of James D. Gage sworn March 4, 2020 attached hereto as **Appendix "G"**. The Monitor's counsel incurred fees (excluding disbursements and HST) during the Fee Period totalling $55,442.50.

80. The Monitor has reviewed the accounts of its counsel and believes that the accounts are reasonable in the circumstances and respectfully requests that the Court approve its fees and disbursements and those of its counsel.

CONCLUSIONS AND RECOMMENDATIONS

81. For the reasons stated herein, the Monitor recommends that the Court grant the proposed Approval and Vesting Order, the proposed London Distribution Order and the proposed Stay Extension and KERP Order, should the Court see fit to do so.

All of which is respectfully submitted this 5th day of March 2020.

ERNST & YOUNG INC., in its capacity as Monitor of the Applicants, and not in its corporate or personal capacity.

per:

Alex Morrison, CPA, CA
Senior Vice President

APPENDIX “A”

Marketing Report

March 3, 2020

CBRE Limited Brokerage
380 Wellington Street, Suite 30
London, Ontario N6A 5B5

T 519 673 6444
D 519 286 2009
F 519 673 6948

www.cbre.ca

Alex Morrison
Partner
Ernst & Young LLP
EY Tower, 100 Adelaide Street W,
P.O. Box 1,
Toronto, ON M5H 0B3

RE: MARKETING REPORT – 1095 WILTON GROVE ROAD, LONDON, ON

This letter is to report on our marketing activity for 1095 Wilton Grove Road, London, Ontario. The following builds on the December 10th, 2019 reporting letter and is current until Tuesday, March 3, 2020.

1. Listing

An MLS Listing Agreement was entered into between 2472602 Ontario Inc. and CBRE Limited, Brokerage for 1095 Wilton Grove Road, London, Ontario on November 8th, 2019. The property is currently listed on the London St. Thomas Real Estate Board (LSTAR).

2. Property Brochure

A full colour brochure outlining in greater detail the property's specifications has been prepared. A copy is attached for reference.

3. Signage

A professional 8 ft. x 8 ft. "For Sale" full colour sign has been installed on the property as of December 10th, 2019. A photo of the sign is attached for reference.

4. Drone Photography & Video

On December 13th, Red Bird Media was on site to taking aerial photos and recorded video of the property which is now included in our marketing. The photos and video have been added to our full colour brochure which highlights the key features of the property. Click here to view the Drone Video.

5. Email Marketing Campaigns

Week of November 25th, personalized emails were sent to the City of London (Mayor and City Councilors), London Economic Development Corporation (LEDC), as well as neighbouring and key clients have been notified of the opportunity.

On December 5th, 2019 an email blast featuring 1095 Wilton Grove Road, was sent to over **455** targeted industrial users throughout Southwestern Ontario and **420** co-operating commercial Brokers across Southwestern Ontario including Kitchener/Waterloo and Toronto agents.

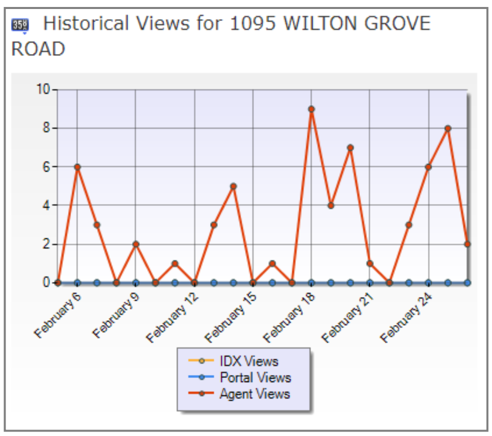
On January 14th, 2019 a multi-property email blast including 1095 Wilton Grove Road, was sent to over **455** targeted industrial users throughout Southwestern Ontario and **580** co-operating commercial Brokers across Southwestern Ontario including Kitchener/Waterloo and Toronto agents.

On February 11th, 2019 a multi-property email blast including 1095 Wilton Grove Road, was sent to over **455** targeted industrial users throughout Southwestern Ontario and **580** co-operating commercial Brokers across Southwestern Ontario including Kitchener/Waterloo and Toronto agents.

6. Online Advertising

The property also appears on the CBRE website at www.cbre.ca, and www.realtor.ca (the commercial arm of the MLS in Canada).

LSTAR STATS for the past 4 weeks:



7. Meaningful Inquiries and Tours

Tuesday, November 12, 2019 at 2:45 pm
Toured a Micro Cannabis User (Matt) with Matt Chambers, Colliers

Thursday, November 14, 2019 at 11:00 am
Toured LaCie McCormick – Ryan Luc and Ed Szymanski with Randy Fisher, CBRE listing team

Friday, November 22, 2019 at 11:30 am
Toured Dancor, Tina McClure with Matt Chambers, Colliers

Friday, November 22, 2019 at 2:00 pm
Toured Ewart McLaughlin and Archie Leach, a large industrial Landlord in Southwestern Ontario with Randy Fisher, CBRE listing team

Monday, November 25, 2019 at 11:00 am
Toured a Micro Cannabis User (Matt) for the 2nd time with Matt Chambers, Colliers. Following the tour, we met with Trevor Henry at the building

Tuesday, November 26, 2019 at 2:00 pm
2nd tour with Dancor, Tina McClure and this time with a trucking prospective Tenant and Matt Chambers, Colliers
Dancor submitted an Offer to Purchase December 2nd, 2019 and the Seller signed back the Offer on December 10th, 2019. See paragraph 8 below.

Thursday, December 5th, 2019 at 10:00 am
E&E McLaughlin had planned to tour all three AgMedica buildings but had to postpone – rescheduling for the week of December 16th, 2019

Friday, December 13th, 2019 at 10:00 am
Ross Towing & Gardner Auctions toured the building. Ross could use the yard and Gardner needs approximately 30,000 SF for their use. They would then be looking to lease out the balance of the space. They could see the Seller spent some money inside cleaning up and doing some demolition and were complimentary of the building. It is going to come down to the numbers and what they can pay for it. At our asking price it seems high for them to make sense of it for their use. They suggested a price in the 6's.

UPDATE: Monday, March 2nd, 2020, Gardner Auctions (Ross Towing partner in this) has purchased a building and therefore Ross Towing doesn't have any further interest unless they come across a Tenant for a good part of the building.

Thursday, February 27, 2019 at 12:15 pm
Tour with Eko Liu and 3 Asian clients, need 3000 amp service. They did not like the $8,900,000 asking price, they do not need the excess land. Low to medium interest.

8. <u>Conditional Sale as of January 7th, 2020</u>

Buyer:	Dancor Lands Corporation In Trust
Seller:	2472602 Ontario Inc.
Purchase Price:	$[redacted]
Deposit:	$[redacted]
2nd Deposit:	$[redacted] within seven (7) days of waiving all conditions
Buyer Conditions:	60 days following acceptance upon the following: a) Seller providing the Phase 2 environmental b) Inspection c) Economic Viability d) Review of Deliveries
Seller Conditions:	For 5 business days following acceptance upon approval of the APS
Court Approval & Vesting Order:	For 30 days following waiver of Buyer's conditions
Completion Date:	30 days after waiver of all conditions

<u>Buyer Amendment to Agreement of Purchase and Sale as of March 2nd, 2020</u>

Good news – Buyer is prepared to waive conditions, Purchase Price remains the same at $[redacted] and the Buyer will provide the 2nd deposit of $[redacted] (1st deposit was $[redacted]).

[redacted]

We look forward to the successful conclusion of our mandate for 1095 Wilton Grove Road, London, Ontario.

If you have any questions or would like to discuss further, please don't hesitate to contact either member of the listing team.

Sincerely,

CBRE LIMITED, REAL ESTATE BROKERAGE

Randy Fisher
Broker
Senior Vice President
P 519-286-2009
C 519-872-3494
randy.fisher@cbre.com

Larin Shouldice, SIOR
Sales Representative
Associate Vice President
P 519-286-2019
C 519-851-7654
larin.shouldice@cbre.com

1095 WILTON GROVE RD
LONDON, ONTARIO

FOR SALE

SALE PRICE: $8,900,000 | $ 88.00 / sq. ft.

CLICK/SCAN
TO VIEW VIDEO

FOR MORE INFORMATION PLEASE CONTACT

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Sales Representative
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CBRE

FOR SALE

RARE INDUSTRIAL OPPORTUNITY

1095
WILTON GROVE ROAD
LONDON, ONTARIO

SITE FEATURES

TOTAL SQUARE FOOTAGE:	Office: 11,915 sq. ft. Retail: 7,486 sq. ft. Warehouse: 82,254 sq. ft. Total: 101,654 sq. ft.
LOT SIZE:	11.58 acres
CLEAR HEIGHT:	11 ft. 8 in. to 40 ft.
SHIPPING:	23 truck level docks 3 drive in doors 2 knockout panels
YEAR BUILT:	1980
POWER:	1200 A | 347/600 V
ZONING:	GI1, HI1
PROPERTY TAXES:	$169,157.96 (2019)

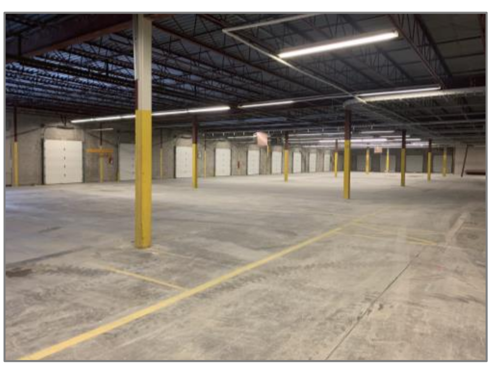
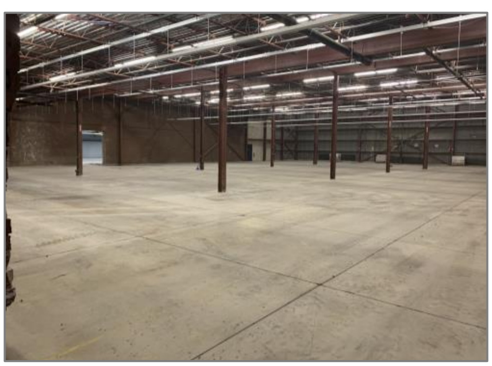
PROPERTY HIGHLIGHTS

+ Fully fence & gated yard
+ Ample on site transport truck parking
+ Full sprinkler system
+ Unit heaters throughout warehouse area
+ Alarm system on site
+ Easy access to Hwy 401 & Hwy 402

SALE PRICE: $8,900,000.00 :: $88.00 / sq. ft.

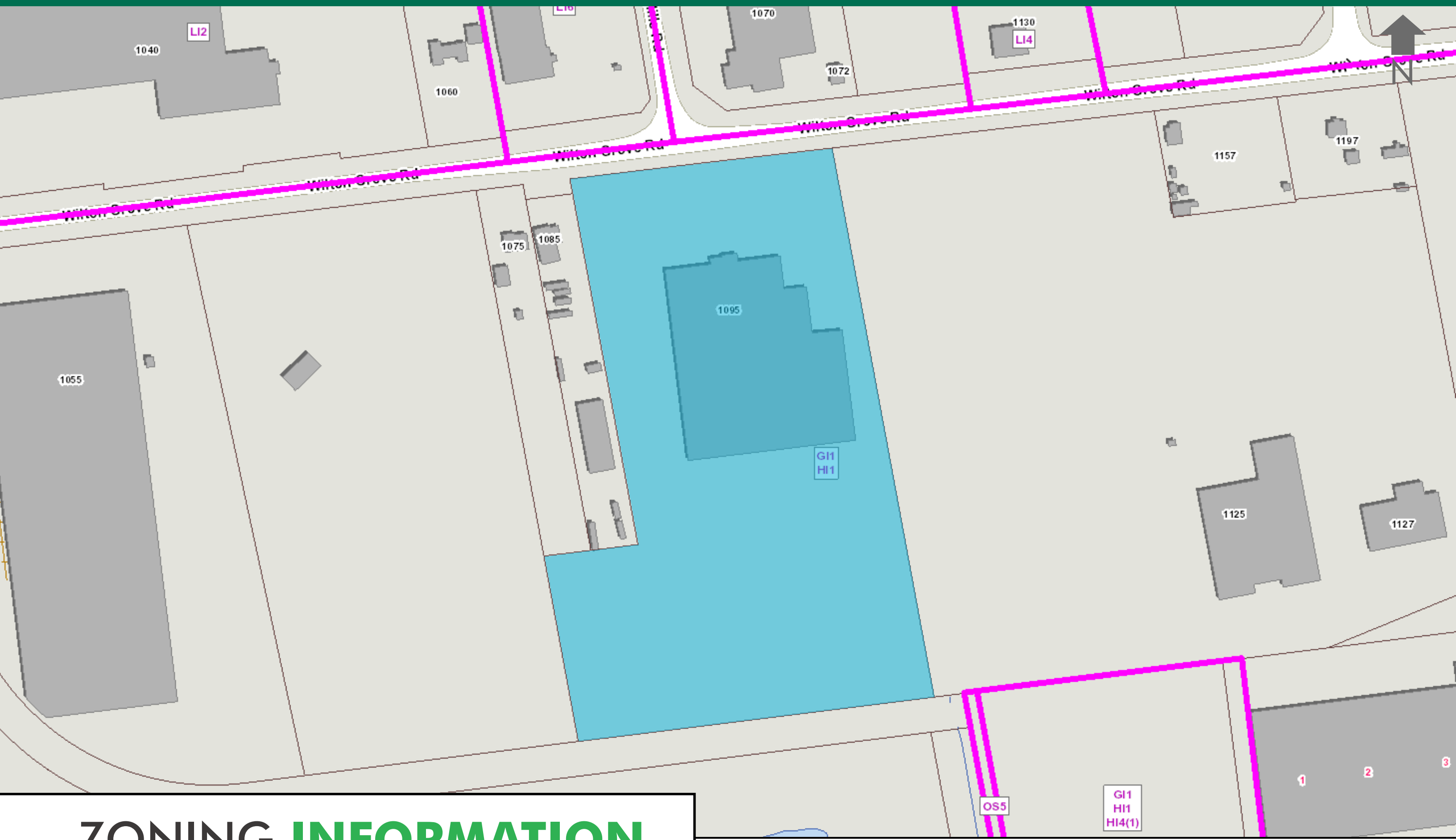
PROPERTY PHOTOS




FOR SALE
RARE INDUSTRIAL OPPORTUNITY

1095
WILTON GROVE ROAD
LONDON, ONTARIO



ZONING **INFORMATION**

PERMITTED USES – GI1 ZONE

- Auction establishments;
- Automobile body shop;
- Automobile repair garages;
- Building or contracting establishments;
- Dry cleaning and laundry plants;
- Food, tobacco and beverage processing industries*;
- Manufacturing and assembly industries;
- Printing, reproduction and data processing industries;
- Processed goods industries;
- Repair and rental establishments;
- Research and development establishments;
- Service and repair establishments;
- Service trades;
- Storage depots;
- Terminal centres;
- Transport terminals;
- Truck sales and service establishments;
- Warehouse establishments; and
- Wholesale establishments.

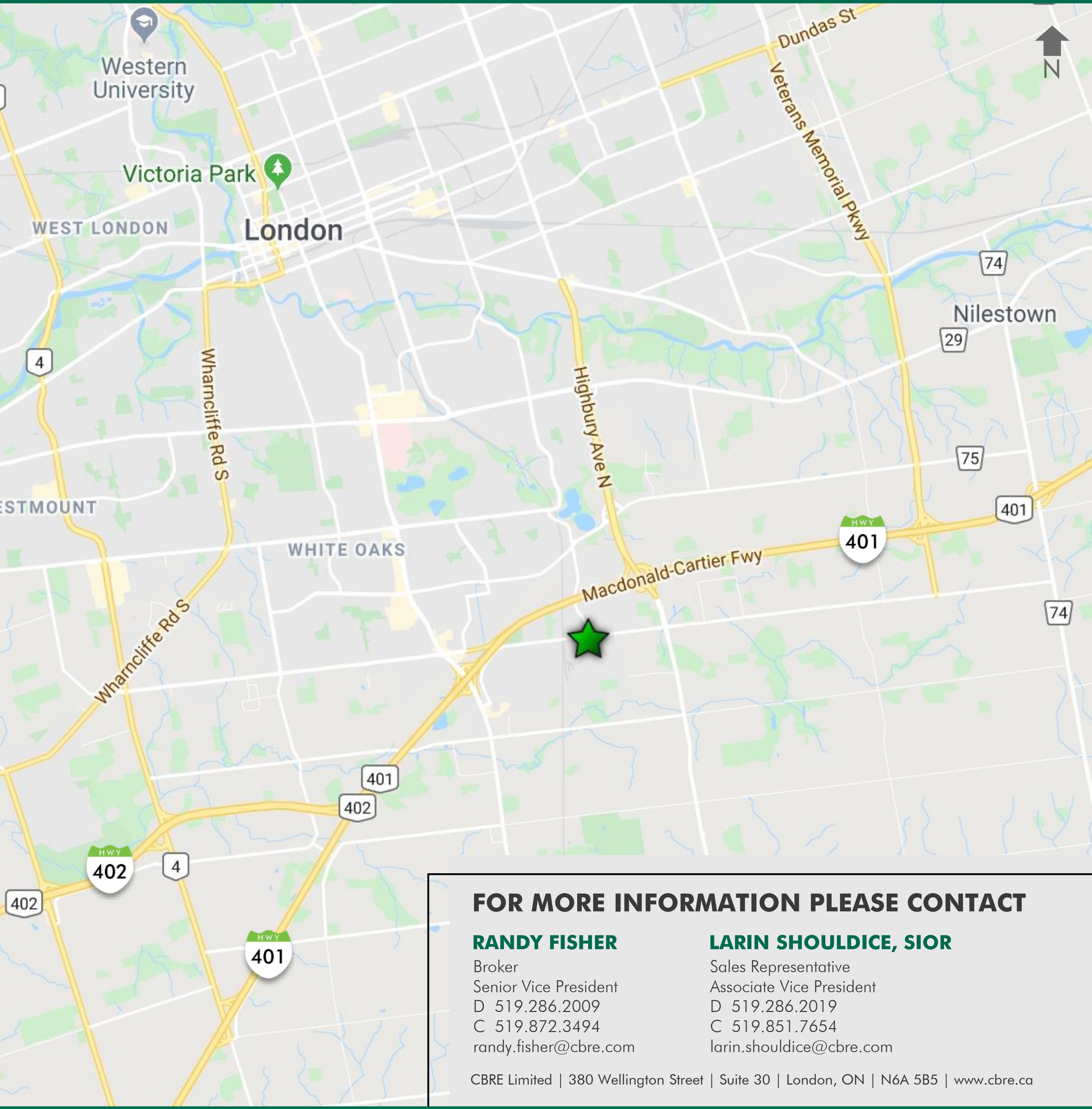
*Note: Permission to allow the processing of cannabis under the definition of a "Food, Tobacco and Beverage Processing Industry"

PERMITTED USES – HI1 ZONE

- Armaments, munitions and explosive manufacturing industries;
- Manufacturing and assembly industries;
- Processed goods industries;
- Raw materials processing industries;
- Storage depots;
- Terminal centres;
- Transport terminals;
- Warehouse establishments;
- Waste treatment facilities;
- Residential and other source recycling facility;
- Specialized recycling facility;
- In-Vessel composting facility; and
- Channel composting facility.

FOR SALE
RARE INDUSTRIAL OPPORTUNITY

1095
WILTON GROVE ROAD
LONDON, ONTARIO



FOR MORE INFORMATION PLEASE CONTACT

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CBRE


INDUSTRIAL OPPORTUNITY
FOR SALE
101,654 SF ON 11.58 ACRES
GI1 & HI1 INDUSTRIAL ZONING
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** Broker * Sales Representative
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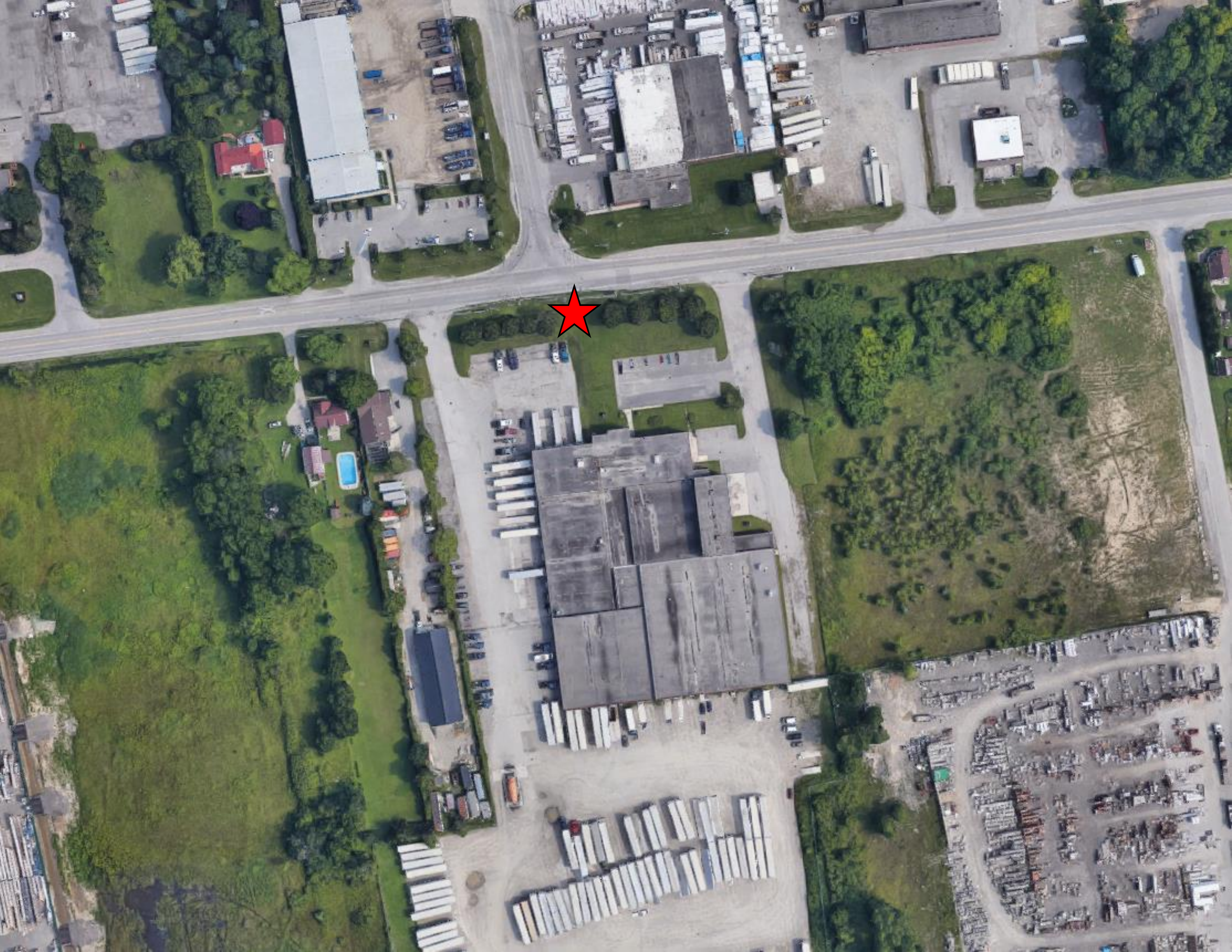
CBRE



APPENDIX "B"

DIP Facility Loan Agreement

DIP FACILITY LOAN AGREEMENT
DATED AS OF DECEMBER 20, 2019

WHEREAS the Borrowers (as defined below) have requested that the DIP Lender (as defined below) provides financing to fund certain of the Borrowers' cash requirements during the pendency of the Borrowers' proceeding (the "**CCAA Proceeding**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in accordance with the terms and conditions set out herein;

AND WHEREAS the Borrowers and the DIP Lender negotiated and executed the Term Sheet (as defined below), which was approved by Mr. Justice McEwen on December 12, 2019 as set out in the SF DIP Order;

AND WHEREAS the DIP Lender has agreed to provide the DIP Facility (as defined below) in accordance with the terms and subject to the conditions set out herein.

NOW THEREFORE in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms**: Capitalized terms that are not defined in the body of this Agreement have the meanings ascribed to them in Schedule A.

2. **Currency**: Unless otherwise stated, all monetary denominations shall be in lawful currency of Canada.

3. **Borrowers**: AgMedica Bioscience Inc., 2472602 Ontario Inc., 2642466 Ontario Inc., 8895309 Canada Inc., Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc., Tavivat Naturals Inc., World Wide Beverage Innovations Inc., Unique Beverages (USA) Inc. and Eseela Inc. (collectively, the "**Borrowers**", and any reference to the Borrowers shall be deemed to mean, "the Borrowers or any one of them").

4. **Borrower Agent**: AgMedica Bioscience Inc. (the "**Borrower Agent**") shall, on behalf of itself and the other Borrowers, provide all notices and other communications to the DIP Lender, and the DIP Lender shall provide all notices and other communications to the Borrower Agent, on behalf of itself and the other Borrowers. Unless otherwise specified, any notices or other communications provided by the Borrower Agent to the DIP Lender shall be deemed to be provided by the Borrower Agent for itself and on behalf of the other Borrowers and any notice or other communication provided by the DIP Lender to the Borrower Agent shall be deemed to be provided by the DIP Lender to the Borrowers.

5. **DIP Lender**: SF V Bridge III, LP (the "**DIP Lender**")

6. **DIP Facility and Loan Amount**: Subject to the terms and conditions hereof, the DIP Lender agrees to provide to the Borrowers a debtor-in-possession super-priority non-revolving credit facility (the "**DIP Facility**") in an amount up to $7,500,000 (the "**Loan**

Amount”). The DIP Facility is a non-revolving, multiple draw credit facility. The principal amount of any Advance that is repaid may not be re-borrowed and the available Loan Amount shall be automatically reduced by such repaid amount.

7. **DIP Advances**: Advances under the DIP Facility (each, an “**Advance**”) require a written notice to be delivered by the Borrower Agent to the DIP Lender (an “**Advance Notice**”), which Advance Notice has been approved by the Monitor and executed by an officer of the Borrower Agent, setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; (c) the Borrower that will receive the Advance; (d) the specific use for the proceeds of the Advance, together with a certification that such use is in accordance with the DIP Budget; (e) certification that the representations and warranties contained herein are true and correct as of such date; and (f) certification that no Event of Default has occurred or will occur after giving effect to the Advance. Except for the Second Advance, each Advance Notice shall be delivered by the Borrower Agent to the DIP Lender not less than three (3) Business Days prior to the requested date of the Advance. Each Advance shall be in the minimum amount of $1,000,000.

8. **Use of Proceeds**: The proceeds of the DIP Facility shall be used by the Borrowers solely in accordance with, and subject to, the DIP Budget and the Court Orders, to fund the ordinary course working capital and other general corporate purposes of the Borrowers, to pay Permitted Fees and Expenses, to pay the Commitment Fee and to repay the obligations owed by the Borrowers to Hillmount under the Hillmount Commitment Letter (up to a maximum principal amount of $1,000,000 plus the associated costs and fees or such other amount that is approved by the DIP Lender). No proceeds may be used for any other purpose, except with the prior written approval of the DIP Lender (in its sole and absolute discretion).

9. **Evidence of Indebtedness**: The DIP Lender shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Lender’s register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lender pursuant to the DIP Facility.

10. **Interest**: All amounts owing hereunder on account of principal, and overdue interest, fees and expenses, shall bear interest at the rate of 9.5% per annum (the “**Interest Rate**”).

    All interest hereunder shall be computed on the basis of a year of 365 days and shall accrue and be calculated monthly and payable in cash, monthly in arrears on the first day of each calendar month following the month for which interest has accrued (each, an “**Interest Payment Date**”); provided that, interest on the Initial Advance and the Second Advance shall be paid from the proceeds of the Second Advance.

    For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or fee to be paid under this Agreement is to be calculated on the basis of a period that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period that is less than a calendar year.

11. **Fees and Expenses**: The Borrowers shall pay all reasonable costs and expenses of the DIP Lender (including all reasonable fees, expenses and disbursements of outside counsel and any financial advisor) in connection with the DIP Facility, including the preparation of this Agreement, the administration of the DIP Facility (including the DIP Lender's standard administration and servicing fees and the DIP Lender's costs, fees and expenses to enter into hedge agreements in connection with the DIP Facility), the enforcement of any of the DIP Lender's rights and remedies available hereunder and under any other DIP Credit Documents and in connection with the CCAA Proceeding (collectively, "**Permitted Fees and Expenses**").

12. **DIP Budget**: Attached hereto as Schedule B is a rolling 14-week period detailed cash flow forecast (the "**DIP Budget**"), which is in form and substance satisfactory to the DIP Lender. On Wednesday of each week, the Borrower Agent, with the assistance of the Monitor, shall provide the DIP Lender with an updated rolling 13-week cash flow forecast substantially in the form of the DIP Budget (the "**Updated Cash Flow**") and a variance report (the "**Cash Flow Variance Report**"), certified by an officer of the Borrower Agent, showing on a line-by-line basis the actual receipts and disbursements and the total available liquidity for the last day of the prior week and noting therein all variances on a line-by-line basis from the amounts in the DIP Budget, with explanations for all material variances. The DIP Lender may, in its sole discretion, acting reasonably, agree to substitute the Updated Cash Flow for the then current DIP Budget, in which case the Updated Cash Flow shall thereafter be deemed to be the effective DIP Budget for the purposes hereof.

13. **Conditions Precedent to Second Advance**: The DIP Lender's agreement to make the Second Advance is subject to the satisfaction of the following conditions precedent:

    (a) The DIP Lender shall have received an irrevocable direction from the Borrowers directing the DIP Lender to pay, with proceeds of the Second Advance, the Commitment Fee, interest on the Initial Advance from the date the Initial Advance was made to the first Interest Payment Date, interest on the Second Advance from the date the Second Advance is made to the first Interest Payment Date, the obligations owing to Hillmount under the Hillmount Commitment Letter, the DIP Lender's legal fees and expenses (and applicable taxes thereon) and the reasonable costs, fees and expenses of the DIP Lender incurred in connection with this DIP Facility (including the DIP Lender's standard administration and servicing fees);

    (b) The DIP Lender shall have received an updated DIP Budget and the Cash Flow Variance Report in accordance with this Agreement, which shall be in form and substance satisfactory to the DIP Lender, in its sole discretion, and the proposed uses of the Second Advance shall be in accordance with Section 13(a) and otherwise consistent with the DIP Budget and acceptable to the DIP Lender, acting reasonably;

(c) The DIP Lender shall have received such other supporting documentation as it may reasonably request, including a payout statement/undertaking to discharge security from Hillmount evidencing that the obligations owed to Hillmount under the Hillmount Commitment Letter do not exceed the principal amount of $1,000,000 plus the associated costs and fees (or such other amount that is approved by the DIP Lender); and

(d) Each condition precedent set forth in Section 14 shall have been satisfied.

14. **Conditions Precedent to All Advances After Second Advance**: The DIP Lender's agreement to make each Advance under the DIP Facility after the Second Advance is subject to the satisfaction of the following conditions precedent:

(a) The SF DIP Order shall not have been amended, restated, modified, varied, vacated, stayed or set aside, without the prior written consent of the DIP Lender, in its sole discretion;

(b) The DIP Lender shall have received an Advance Notice in accordance with the terms hereof;

(c) All representations and warranties contained in this Agreement and the other DIP Credit Documents shall be true and correct on the date of such requested Advance with the same effect as if made on and as of such date;

(d) No Event of Default shall have occurred or will occur as a result of the requested Advance; and

(e) The DIP Lender shall have received an updated DIP Budget and the Cash Flow Variance Report in accordance with this Agreement, which shall be in form and substance satisfactory to the DIP Lender, in its sole discretion, and the proposed uses of the requested DIP Advance shall be consistent with the DIP Budget and acceptable to the DIP Lender, acting reasonably.

15. **DIP Charge**: All obligations of the Borrowers under or in connection with the DIP Facility, this Agreement, the other DIP Credit Documents, including without limitation, all principal, interest, fees, expenses (including the Permitted Fees and Expenses) and other amounts owing in respect of fees and expenses of the DIP Lender, together with the Initial Advance, (collectively, the "**DIP Obligations**") shall be secured by a Court-ordered super-priority charge on the Collateral in favour of the DIP Lender (the "**DIP Charge**").

16. **Priority of DIP Charge**: The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral, other than the Administration Charge.

17. **Repayment and Maturity Date**: All DIP Obligations owing to the DIP Lender shall be due and payable on the earliest of the following:

(a) nine months after the Amended Filing Date or such later date as agreed to in writing by the DIP Lender;

(b) the completion of a sale or sales of all or substantially all of the Borrowers' assets, property and undertaking, as approved by the DIP Lender, the Monitor and, where required, the Court;

(c) the implementation of a plan of compromise or arrangement pursuant to the CCAA Proceeding which has been approved by the requisite creditors of the Borrowers, the Court and the DIP Lender;

(d) the date on which the SF DIP Order expires without being extended or on which the CCAA Proceeding is terminated or dismissed; and

(e) an Event of Default in respect of which the DIP Lender has elected, in its sole discretion, to accelerate the DIP Obligations;

(such earliest date, the "**Maturity Date**").

The DIP Lender's commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all then outstanding DIP Obligations shall be repaid on the Maturity Date, without the DIP Lender being required to make demand upon the Borrowers or to give notice that the DIP Facility has expired and that the obligations hereunder are due and payable.

18. **Mandatory Prepayments**: Subject to the terms and conditions herein, the Borrowers shall prepay the DIP Obligations with 100% of each of the following amounts:

(a) insurance proceeds (net of deductibles) or expropriation awards received by a Borrower;

(b) the Net Proceeds from the sale of any of the Collateral other than the sale of inventory in the course of business;

(c) any extraordinary payments received by a Borrower;

(d) the net cash proceeds from the sale of any equity interests in a Borrower or its subsidiary or the receipt of capital contributions by a Borrower or its subsidiary; and

(e) the net cash proceeds received from the incurrence by a Borrower of any Indebtedness (except as permitted hereunder).

Notwithstanding the foregoing, the first $2,000,000 of Net Proceeds from the sale of the Non-Essential Real Property shall be applied or reserved to repay the DIP Obligations in such amount, and the balance shall be applied to repay the creditors having valid security on the Non-Essential Real Property that is sold in order of the priority of their security on such Non-Essential Real Property. After such creditors have been paid in full, any surplus Net Proceeds from the sale of Non-Essential Real Property shall be applied or reserved to repay the remaining balance of the DIP Obligations.

Notwithstanding the foregoing, the first $2,000,000 of Net Proceeds from the sale of the London Property shall be applied or reserved to repay the DIP Obligations in such amount, and the balance shall be applied to repay the creditors having valid security on the London Property in order of the priority of their security on the London Property. Thereafter, any surplus Net Proceeds from the sale of the London Property shall be applied or reserved to repay the remaining balance of the DIP Obligations.

Upon the making of any mandatory prepayment, the Borrowers shall compensate the DIP Lender for any loss, cost or expense (including any breakage costs in respect of any hedge agreement to which the DIP Lender or any of its Affiliates is a party) as a result of such prepayment. Each such prepayment shall be accompanied by the amount of accrued interest on the amount prepaid. Any mandatory prepayment made hereunder shall permanently reduce the Loan Amount and may not be re-borrowed.

19. **Optional Prepayment**: The Borrowers may voluntarily prepay any principal amount of the DIP Obligations. The Borrower Agent shall give written notice to the DIP Lender of each voluntary prepayment not less than fifteen (15) Business Days prior to such voluntary prepayment. Such notice shall be irrevocable and shall specify:

(a) the date on which the prepayment is to take place;

(b) the principal amount of the prepayment; and

(c) the Borrower that will make the prepayment.

Upon the making of any voluntary prepayment, the Borrowers shall compensate the DIP Lender for any loss, cost or expense (including any breakage costs in respect of any hedge agreement to which the DIP Lender or any of its Affiliates is a party) as a result of such prepayment. Each such prepayment shall be accompanied by the amount of accrued interest on the amount prepaid. Any voluntary prepayment made hereunder shall permanently reduce the Loan Amount and may not be re-borrowed.

20. **Payments**: All payments of principal, interest, fees and expenses by the Borrowers hereunder shall be made for value in the full amount due at or before 1:00 pm (New York time) on the day such amount is due by deposit or transfer thereof to an account designated by the DIP Lender. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment.

Each payment to be made by the Borrowers shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. All payments required hereunder shall be made in lawful currency of Canada.

If any fees and expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Lender may, but shall have no duty to, pay all such fees and expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility.

All amounts received in repayment of DIP Obligations shall be applied as follows: (i) first, to outstanding interest and costs payable hereunder; (ii) second, to outstanding Permitted Fees and Expenses; and (iii) third, towards outstanding principal hereunder.

21. **Representations and Warranties**: Each Borrower represents and warrants to the DIP Lender, upon which the DIP Lender relies in entering into this Agreement and the other DIP Credit Documents, that:

(a) The transactions contemplated by this Agreement and the other DIP Credit Documents have been duly authorized, executed and delivered by or on behalf of the Borrowers, and upon the granting of the SF DIP Order:

(i) are within the powers of the Borrowers;

(ii) constitute legal, valid and binding obligations of the Borrowers;

(iii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) require any consent or approval under, result in a breach or violation of, or conflict with, any of the terms or provisions of its constating documents or by-laws or any contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected, other than breaches that are stayed by the Initial Order;

(iv) there is no requirement for the Borrowers to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any Governmental Authority as a condition to the lawful consummation of the transactions contemplated by this Agreement;

(b) The Business has been and will continue to be conducted in material compliance with applicable Law of each jurisdiction in which the Business has been or is being carried on, subject to the provisions of each Court Order made after the Filing Date;

(c) The Borrowers have obtained all Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect, and no proceedings have been commenced to revoke or amend any such Authorizations;

(d) No expropriation or casualty event has occurred with respect to any of the Collateral;

(e) No material pending or threatened litigation or proceeding exists against any Borrower or the Collateral, or seeking to enjoin or otherwise prevent or declare invalid or unlawful the occupancy, use, maintenance or operation of the Project or the conduct of the Business;

(f) No Event of Default has occurred and is continuing;

(g) Wellworth Health Corp. continues to wind down its operations and will cease to carry on any business (including the Business), except in its capacity as a Borrower hereunder;

(h) The proceeds of the Initial Advance were used to pay the operating costs and expenses of the Borrowers in accordance with the DIP Budget; and

(i) All factual information provided by or on behalf of the Borrowers to the DIP Lender for the purposes of or in connection with this Agreement or any transaction contemplated herein is true and accurate in all material respects on the date as of which such information is dated or certified and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided.

22. **Affirmative Covenants**: Each Borrower agrees and covenants to perform and do each of the following until the DIP Facility is permanently and indefeasibly repaid and cancelled:

(a) Comply with the provisions of the Court Orders including, without limitation, the SF DIP Order;

(b) Deliver to the DIP Lender (i) Updated Cash Flows and Cash Flow Variance Reports in accordance with Section 12 and (ii) such other reporting and other information from time to time as is reasonably requested by the DIP Lender;

(c) Deliver to DIP Lender, concurrently with the delivery thereof to the Monitor (i) copies of all monthly internal financial statements, liquidity and updates to the DIP Budget that are reported weekly, together with any related or supporting information provided to the Monitor and (ii) any written reports, commentary or analysis received by the Borrowers from the Monitor regarding the financial position of the Borrowers or otherwise;

(d) Provide the DIP Lender with a weekly status update regarding the status of the CCAA Proceeding, including any information which may otherwise be confidential, subject to same being maintained as confidential by the DIP Lender;

(e) Keep the DIP Lender apprised on a timely basis of all material developments with respect to the Business and affairs of the Borrowers and their subsidiaries (including any changes to the strategy of the Borrowers);

(f) Notify the DIP Lender forthwith of the occurrence of any Event of Default;

(g) Allow the DIP Lender, its directors, officers, employees, agents, advisors and representatives full access to the Borrowers' premises and all information and documentation of the Borrowers and their Affiliates on reasonable notice and during normal business hours and cause management thereof to fully cooperate with any such directors, officers, employees, agents, advisors and representatives;

(h) Preserve, renew, maintain and keep in full force and effect its corporate existence and its Authorizations required in respect of the Business or any of the Collateral;

(i) Maintain in full force all policies and contracts of insurance that are now in effect (or renewals thereof) under which the Borrowers, the Business or any of the Collateral is insured;

(j) Pay when due all applicable Taxes and other amounts that are Priority Payables, permitting and licences fees and other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and pay all amounts due under any utility contracts;

(k) Pay when due all principal interest, fees and other amounts payable by the Borrowers under this Agreement and the other DIP Credit Documents;

(l) Use commercially reasonable efforts to, by March 12, 2020, sell or execute agreements of purchase and sale with respect to the Non-Essential Real Property and the London Property on terms and conditions satisfactory to the DIP Lender, acting reasonably;

(m) Subject to Section 22(l), maintain or cause to be maintained in good repair, working order and condition (ordinary wear and tear excepted) all properties used or useful in the Business and make or cause to be made all appropriate repairs, renewals and replacements thereof;

(n) At the Borrowers' sole cost and expense, provide the DIP Lender with Phase 1 and Phase 2 environmental reports with respect to the real property located at 566 Riverview Drive, Chatham-Kent, Ontario and 650 Riverview Drive, Chatham-Kent Ontario by an environmental consultant satisfactory to the DIP Lender, which reports are in form and substance satisfactory to the DIP Lender, including that such reports are addressed to the DIP Lender and that such properties are not-contaminated sites (or, if contaminated, specifying the cost of remediation); and

(o) If requested by the DIP Lender, at the Borrowers' sole cost and expense, provide the DIP Lender with title insurance policies, in form and substance satisfactory to the DIP Lender, acting reasonably, by a title insurance company acceptable to the DIP Lender.

23. **Negative Covenants**: Each Borrower covenants and agrees not to do the following, other than with the prior written consent of the DIP Lender, in its sole discretion:

(a) Not seek any Court Order that may adversely impact the DIP Lender, without the DIP Lender's prior written consent and the approval of the Monitor, and otherwise, not seek any Court Order without prior consultation with the DIP Lender and the approval of the Monitor;

(b) Not utilize any Advance except in accordance with the permitted uses hereunder and the DIP Budget;

(c) Except as contemplated by this Agreement or any Court Order, and except as otherwise required by Law, make any payment of any Indebtedness or obligations existing as at the Amended Filing Date (the "**Pre-Existing Debt**"), other than in accordance with the DIP Budget or as approved by the Monitor;

(d) Create, incur or permit to exist any Indebtedness other than Pre-Existing Debt, Advances and accounts payable in the ordinary course of Business and in accordance with the DIP Budget;

(e) Except for Permitted Encumbrances, create or permit to exist any Encumbrance or provide or seek or support a motion by another Person to provide any Encumbrance, upon any of the Collateral;

(f) Except for the joint and several liability of the Borrowers hereunder, make any investments in or loans to or guarantee (or provide any other financial assistance with respect to) the Indebtedness or obligations of any other Person or entity or permit its Affiliates to do so;

(g) Change its jurisdiction of incorporation, chief executive office or registered office;

(h) Enter into, or amend, any transaction or series of related transactions with any Affiliate;

(i) Change its name, fiscal year end or accounting policies or amalgamate, consolidate with, merge into, dissolve or enter into any similar transaction with any other Person or permit a change of control of any Borrower;

(j) Enter any restrictive covenants or agreements which might affect the value or liquidity of any Collateral;

(k) Move any of the Collateral outside of the Province of Ontario, or except as contemplated by Section 22(l) or the ordinary course of business, sell, assign, lease, convey or otherwise dispose of any of the Collateral;

(l) Disclaim any contract that is material to the Business without the prior approval of the DIP Lender, acting reasonably, and the Monitor;

(m) Amend or renew, extend the term, disclaim or accept the surrender of any real property lease without the prior approval of the DIP Lender, acting reasonably, or consent of the Monitor;

(n) Except as required pursuant to (i) the terms of any compensation or benefit plan, program or arrangement as in effect on the date hereof or (ii) applicable Law, increase any termination or severance entitlements or pay any termination or severance payments or modify any compensation or benefit plans whatsoever;

(o) Create or acquire any new subsidiary;

(p) Purchase or redeem its shares or units or otherwise reduce its capital;

(q) Declare or pay any dividends, or distributions to shareholders, or repay any shareholders' loans, interest thereon or share capital of any Borrower;

(r) Commencing in the fourth week following the issuance of the SF DIP Order and each week thereafter, if the actual net cash of the Borrowers for that week plus $500,000 (excluding Advances in excess of projected Advances in the DIP Budget and on the basis that payables of the Borrowers are paid when due in the ordinary course of business) does not exceed the forecasted net cash in the DIP Budget for that week, permit (i) the negative variance (as compared to the DIP Budget) of the aggregate receipts of the Borrowers for the prior four-week period to exceed 10% or (ii) the negative variance (as compared to the DIP Budget) of the aggregate operating disbursements (excluding professional fees and expenses) made by the Borrowers during the prior four-week period to exceed 10%; or

(s) Permit Wellworth Health Corp. to carry on any business (including the Business), except in its capacity as a Borrower hereunder, save and except what is required to continue to wind down its operations.

24. **Events of Default**: The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) Failure of the Borrowers to pay any amounts to the DIP Lender when due and owing hereunder or otherwise;

(b) Failure of the Borrowers to perform or comply with any term or covenant of this Agreement or any other DIP Credit Document;

(c) The DIP Lender determines, in its sole discretion, acting reasonably, that a material adverse change has occurred after the date hereof in respect of the business, affairs or financial condition of the Borrowers (individually or collectively) or their ability (individually or collectively) to comply with their obligations under this Agreement, any other DIP Credit Document or any Court Order;

(d) A Borrower fails to pay wages to its employees or to remit source deductions as they become due from time to time, but only with respect to Priority Payables;

(e) A Borrower fails to remit provincial sales taxes or goods and services taxes (or the equivalent) as they become due from time to time, but only with respect Priority Payables;

(f) The Initial Order or the SF DIP Order is amended, restated or otherwise varied without the consent of the DIP Lender or any Court Order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacation, amendment or restatement adversely affects or would reasonably be expected to adversely affect the interest of the DIP Lender, including any Court Order:

(i) terminating, lifting or amending the stay imposed by the CCAA Proceeding;

(ii) issuing a bankruptcy order against a Borrower;

(iii) appealing or granting leave to appeal the SF DIP Order;

(iv) granting any other claim or Encumbrance of equal or priority status to that of the DIP Lenders' Charge, except as permitted hereunder; or

(v) staying, reversing, vacating or otherwise modifying the DIP Credit Documents, the DIP Charge or prejudicially affecting the DIP Lenders or the Collateral;

(g) The appointment of a receiver and manager, receiver, interim receiver or similar official or any process of any court becomes enforceable against a Borrower, or any of its property or seized or levied upon, or a creditor takes possession of any property of a Borrower;

(h) Any violation or breach of any Court Order by any Borrower;

(i) Subject to the SF DIP Order, any other Court Order, or the prior written consent of the DIP Lender, any Borrower, with the exception of Wellworth Health Corp., ceases to carry on or maintain its Business or its assets in the ordinary course of the Business;

(j) Any representation or warranty made or given hereunder or under any other DIP Credit Document by the Borrowers is incorrect or misleading when made;

(k) Any proceeding, motion or application is commenced or filed by a Borrower, or if commenced by another Person, supported or otherwise consented to by a Borrower, seeking the invalidation, subordination or other challenge of the terms of the DIP Facility, the DIP Charge, this Agreement, any other DIP Credit Document, the SF Loan Documents or the SF Security;

(l) Any Cannabis Law is repealed;

(m) The DIP Lender reasonably believes itself insecure due to a change or interpretation of the *Controlled Substances Act (CSA)* or related laws; or

(n) A New SF Event of Default occurs and is continuing.

25. **Remedies**: Upon the occurrence of an Event of Default, the DIP Lender may, in its sole discretion, elect to terminate the DIP Lender's commitment to make further Advances to the Borrowers and set-off, consolidate or accelerate all amounts outstanding under the DIP Facility and any DIP Credit Documents and declare such amounts to be immediately due and payable without any periods of grace. Upon the occurrence of an Event of Default, the DIP Lender may, subject to the SF DIP Order, upon ten (10) days' prior written notice to the Borrowers and the Monitor:

(a) apply to the Court for the appointment of a receiver, an interim receiver or a receiver and manger over the Collateral;

(b) apply for a Court Order, on terms satisfactory to the Monitor and the DIP Lender, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral;

(c) exercise the powers and rights of a secured creditor; and/or

(d) exercise all such other rights and remedies available to the DIP Lender under this Agreement, the other DIP Credit Documents, the Court Orders and applicable Law.

26. **Further Assurances:** The Borrowers shall, at their own expense, from time to time do, execute and deliver, or cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the DIP Lender may reasonably request for the purpose of giving effect to this Agreement and the other DIP Credit Documents.

27. **Joint & Several Liability:** Each Borrower shall be jointly and severally liable for all DIP Obligations regardless of which Borrower actually receives Advances under the DIP Facility or the amount of any such Advance received or the manner in which the DIP Lender accounts for such Advances on its books and records.

28. **Indemnity**: Each Borrower shall indemnify and hold harmless the DIP Lender, and its Affiliates and the officers, directors, employees, representatives, advisors, managers, solicitors and agents of the DIP Lender and its Affiliates (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), losses, damages, liabilities or expenses of any kind or nature whatsoever which may be incurred by or suited against or involve any of the Indemnified Persons as a result of, in connection with or in any way related to the DIP Facility, the proposed or actual use of the Advances, this Agreement or the other DIP Credit Documents. Notwithstanding the foregoing, the Borrowers shall have no obligation to indemnify any Indemnified Person against such loss, liability, cost or expense to the extent that they are found by final judgment of a court of competent jurisdiction to arise from the gross negligence or willful misconduct of such Indemnified Person. The DIP Lender shall not be responsible or liable to the Borrowers or any other Person for any indirect, consequential special or punitive damages.

29. **Judgement Currency**: If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder in Canadian dollars into another currency, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the DIP Lender could purchase Canadian dollars with such other currency at the buying spot rate of exchange in the New York foreign exchange market on the Business Day immediately preceding that on which any such judgment, or any relevant part thereof, is given. The obligations of the Borrowers in respect of any sum due to the DIP Lender hereunder and

under the other DIP Credit Documents shall, notwithstanding any judgment in a currency other than Canadian dollars, be discharged only to the extent that on the Business Day following receipt by the DIP Lender of any sum adjudged to be so due in such other currency the DIP Lender may, in accordance with normal banking procedures, purchase Canadian dollars with such other currency. If the amount of Canadian dollars so purchased is less than the sum originally due to the DIP Lender in Canadian dollars, the Borrowers agree, to the fullest extent that they may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the DIP Lender against such loss. If the amount of Canadian dollars so purchased exceeds the sum originally due to the DIP Lender in Canadian dollars, following repayment in full of the DIP Obligations, the DIP Lender shall remit such excess to the Borrowers.

30. **Withholdings and Tax Indemnity**: Any and all payments by or on account of any obligation of the Borrowers hereunder or under any other DIP Credit Document shall be made free and clear of and without deduction or withholding for any Taxes; provided that, if any Borrower is required by applicable Law to deduct or withhold any Taxes from such payments, then:

(a) if such tax is an Indemnified Tax, the amount payable by the Borrowers shall be increased so that after making all required deductions or withholdings (including deductions or withholdings applicable to additional amounts payable under this Section), the DIP Lender receives an amount equal to the amount it would have received had no such deductions or withholdings been made; and

(b) the Borrowers shall make such deductions and timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

In addition, the Borrowers shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law. The Borrowers shall indemnify the DIP Lender, within ten days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed on or attributable to amounts payable hereunder) paid by the DIP Lender on or with respect to an amount payable by the Borrowers under or in respect of this Agreement or under any other DIP Credit Document together with any penalties, interest and expenses arising in connection therewith and with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate from the DIP Lender as to the amount of such payment or liability delivered to the Borrowers shall be conclusive absent manifest error. Promptly after any payment of Indemnified Taxes or Other Taxes by the Borrowers to a Governmental Authority (but in any event within 30 days after the date of such payment), the Borrowers shall deliver to the Lender the original or certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the relevant return reporting such payment or other evidence of such payment reasonably satisfactory to the DIP Lender. If the DIP Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section, it shall, following repayment in full of the DIP Obligations, pay over such refund (or the amount of any credit in lieu of refund) to the Borrowers (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section with respect to the Taxes or Other Taxes giving rise to such refund or credit in lieu of refund), net of all out-of-pocket expenses of the DIP Lender, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund or credit in lieu of refund), provided that the Borrowers, upon the request of the DIP Lender, agree to repay the amount paid over to the Borrowers (plus any interest, penalties or other charges imposed by the relevant Governmental Authority) to the DIP Lender in the event the DIP Lender is required to repay such refund or credit in lieu of refund to such Governmental Authority. Notwithstanding the foregoing, the DIP Lender shall not be required to make available its tax returns or any other information relating to its taxes that it deems confidential to the Borrowers or any other Person.

31. **Entire Agreement:** This Agreement and the other DIP Credit Documents, constitute the entire agreement between the parties related to the subject matter hereof and, as the definitive documents, supersede all prior correspondence, agreements, negotiations, discussions and understandings, including, without limitation, the Term Sheet. To the extent that there is any inconsistency between this Agreement and the other DIP Credit Documents, this Agreement shall prevail.

32. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder or under any other DIP Credit Document shall operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement. A waiver, amendment, release or modification of this Agreement or any other DIP Credit Document shall not be established by conduct, custom or course of dealing and shall occur, if applicable, solely by an instrument in writing duly executed by the DIP Lender, in the case of a waiver or release, and the parties hereto, in the case of an amendment or other modification.

33. **Assignment**: The DIP Lender may assign this Agreement and its rights and obligations hereunder, in whole or in part, to any Person acceptable to the DIP Lender, in its sole discretion, in consultation with the Monitor. The Borrowers shall not be permitted to assign this Agreement nor any right and obligation hereunder without the written consent of the DIP Lender, in its sole discretion.

34. **Severability:** Any provision in this Agreement or any other DIP Credit Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or effecting the validity of enforceability of such provision in any other jurisdiction.

35. **No Third Party Beneficiary**: No Person, other than the Borrowers and the DIP Lender, are entitled to rely upon this Agreement, and the parties expressly agree that this Agreement does not confer any rights upon any Person not a signatory hereto.

36. **Press Releases**: The Borrowers shall not issue any press release naming the DIP Lender without its prior approval, unless the Borrowers are required to do so by applicable Law.

37. **Counterparts:** This Agreement may be executed in any number of counterparts and delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

38. **Notices**: Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person set forth below:

In the case of the DIP Lender:

767 Fifth Avenue
12th Floor
New York, New York
10153 U.S.A.

Attention: Joseph Podesta / Dave Ray
Email: josephpodesta@stabiliscap.com / DaveRay@stabiliscap.com

With a copy to:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, Ontario
M5H 4E3

Attention: Alex MacFarlane
Email: amacfarlane@blg.com

In the case of the Borrowers:

c/o AgMedica Bioscience Inc.
111 Heritage Road
Suite 200
Chatham, Ontario
N7M 5W7

Attention: Dr. Trevor Henry
Email: thenry@agmedica.ca

With a copy to:

Thornton Grout Finnigan LLP
100 Wellington Street West
Suite 3200
TD West Tower
Toronto-Dominion Centre

Toronto, Ontario
M5K 1K7

Attention: Rebecca L. Kennedy
Email: rkennedy@tgf.ca

In either case, with a copy to the Monitor:

Ernst & Young Inc.
100 Adelaide Street West
Toronto, Ontario
M5H 0B3

Attention: Alex Morrison
Email: alex.f.morrison@ca.ey.com

With a copy to:

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

Attention: James D. Gage
Email: jgage@mccarthy.ca

Any such notice shall be deemed to be given and received, when received, unless received after 5:00 pm local time or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.

39. **English Language:** The parties hereto confirm that this Agreement and all related documents have been drawn up in the English language at their request. *Les parties aux présentes confirment que le présent acte et tous les documents y relatifs furent rédigés en anglais à leur demande.*

40. **Interpretation**: In this Agreement, words signifying the singular include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation". The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. References in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise. Subject to any limitations set forth herein, references to contracts, agreements or instruments are deemed to include all amendments, supplements, restatements or replacements to or of such contracts, agreements or instruments. References to a Person includes that Person's successors and permitted assigns.

41. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. The parties hereby attorn and submit to the non-exclusive jurisdiction of the Court.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AS DIP LENDER:

SF V BRIDGE III, LP, by its general partner, STABILIS GP V, LLC

By: ______________________________
Name: Dave Ray
Title: Authorized Signatory

AS BORROWER:

AGMEDICA BIOSCIENCE INC.

By: ______________________________
Name: Trevor Henry
Title: CEO

AS BORROWER:

2472602 ONTARIO INC.

By: ______________________________
Name: Trevor Henry
Title: CEO

AS BORROWER:

2642466 ONTARIO INC.

By: ______________________________
Name: Trevor Henry
Title: CEO

AS BORROWER:

8895309 CANADA INC.

By: ______________________________
Name: Trevor Henry
Title: CEO

AS BORROWER:

WELLWORTH HEALTH CORP.

By: ______________________________
Name: Trevor Henry
Title: CEO

AS BORROWER:

8050678 CANADA INC.

By: ______________________________
Name: Trevor Henry
Title: CEO

AS BORROWER:

8326851 CANADA INC.

By: ______________________________
Name: Trevor Henry
Title: CEO

AS BORROWER:

TAVIVAT NATURALS INC.

By: ______________________________
Name: Trevor Henry
Title: CEO

AS BORROWER:

WORLD WIDE BEVERAGE INNOVATIONS INC.

By: ______________________________
Name: Trevor Henry
Title: CEO

AS BORROWER:

UNIQUE BEVERAGES (USA) INC.

By: ______________________________

Name: Trevor Henry

Title: CEO

AS BORROWER:

ESEELA INC.

By: ______________________________

Name: Trevor Henry

Title: CEO

SCHEDULE A

DEFINITIONS

"**Administration Charge**" means the super-priority charge to be granted by the Court in an amount not exceeding $500,000 securing the fees and expenses of: (i) the Borrowers' CCAA counsel and (ii) the Monitor and its counsel;

"**Advance**" has the meaning given to that term in Section 7;

"**Advance Notice**" has the meaning given to that term in Section 7;

"**Affiliate**" of any Person means, at the time such determination is made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this DIP Facility Loan Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Amended Filing Date**" means the date the SF DIP Order is made by the Court;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence (including, without limitation, any of the foregoing relating to the Business, including, without limitation, any of the foregoing that is related to Cannabis or Cannabis-Related Activities) or similar authorization of any Governmental Authority related to the Borrowers, the Collateral or the Business;

"**Borrower Agent**" has the meaning given to that term in Section 4;

"**Borrowers**" has the meaning given to that term in Section 3;

"**Business**" means the production, distribution and sale of dried cannabis flower, pre-rolled cannabis joints, cannabis softgel capsules and cannabis oil, and the directly related activities of the Borrowers (except Wellworth Health Corp.);

"**Business Day**" means each day other than a Saturday, Sunday or any other day on which the DIP Lender is closed for business to the public;

"**Cannabis**" includes dried marijuana, fresh marijuana, cannabis oil and starting materials with respect thereto.

"**Cannabis Laws**" means the *Cannabis Act* (Canada), the *Cannabis Control Act, 2017* (Ontario) and any other applicable Law pertaining to Cannabis-Related Activities, and the regulations thereunder.

"**Cannabis-Related Activities**" means any activities, including advertising or promotional activities, relating to or in connection with the importation, cultivation, production, purchase, distribution or sale of Cannabis or Cannabis-related products.

"**Cash Flow Variance Report**" has the meaning given to that term in Section 12;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all present and after-acquired assets and property of the Borrowers, real (including, without limitation, the London Property, the Non-Essential Real Property and the real property located at 510 and 566 Riverview Drive, Chatham-Kent, Ontario) and personal, tangible and intangible and all proceeds therefrom;

"**Commitment Fee**" means a commitment fee owing by the Borrowers to the DIP Lender for the establishment of the DIP Facility in the amount of $150,000, which fee shall be fully-earned on the date hereof and non-refundable;

"**Court**" has the meaning given to that term in recitals;

"**Court Order**" means an order of the Court, including the Initial Order as amended and restated by the SF DIP Order;

"**DIP Budget**" has the meaning given to that term in Section 12;

"**DIP Charge**" has the meaning given to that term in Section 15;

"**DIP Credit Documents**" means this Agreement and any other documents in respect of the DIP Facility as may be contemplated by this Agreement or required by the DIP Lender;

"**DIP Facility**" has the meaning given to that term in Section 6;

"**DIP Lender**" has the meaning given to that term in Section 5;

"**DIP Obligations**" has the meaning given to that term in Section 15;

"**Encumbrance**" means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in Section 24;

"**Excluded Taxes**" means any of the following Taxes imposed on or with respect to the DIP Lender or any other recipient of any payment to be made by or on account of any DIP Obligations, or required to be withheld or deducted from a payment to any such recipient, (a) income, net profits, or capital taxes imposed on or measured by net income, and franchise taxes imposed (i) by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or conducts business, in which its principal office is located or in which its applicable lending office is located or (ii) that are Other Connection Taxes and (b) any branch profits taxes or any similar tax imposed by the jurisdiction where a Borrower is located;

"**Existing SF Event of Default**" means an Event of Default (as defined in the SF Loan Agreement) that exists on the date hereof;

"**Filing Date**" means the date the Initial Order was made granting the Borrowers protection under the CCAA;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hillmount**" means Hillmount Capital Inc.;

"**Hillmount Charge**" means the super-priority charge on the Collateral securing up to $1,000,000 pursuant to the Hillmount Commitment Letter in favour of the Hillmount effected by the Initial Order;

"**Hillmount Commitment Letter**" means the commitment letter dated November 27, 2019 between the Borrowers and Hillmount;

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all bankers' acceptances, letters of credit, letters of guarantee and similar instruments, notes, letters of credit or other similar instruments, including obligations under any arrangement providing for the leasing of any property, which property has been or is to be sold or transferred in contemplation of such leasing, (c) all obligations of such Person to pay the deferred purchase price of property or services, (d) all obligations of such Person as lessee which are capitalized in accordance with generally accepted accounting principles (or other applicable accounting standards) consistently applied in Canada, (e) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, which, for greater certainty will not include rent paid or payable by such Person in the ordinary course, (f) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (g) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, (h) all obligations of such Person to otherwise assure a creditor against loss, (i) all hedging obligations and (j) all obligations of such Person for trade accounts and contracts;

"**Indemnified Persons**" has the meaning given to that term in Section 28;

"**Indemnified Taxes**" means (a) Taxes other than Excluded Taxes and (b) to the extent not otherwise described in (a), Other Taxes;

"**Initial Advance**" means the advance of $2,000,000 made on December 13, 2019 by the DIP Lender to [the Borrowers] pursuant to the Term Sheet;

"**Initial Order**" means the order of the Court dated December 2, 2019 in the CCAA Proceeding;

"**Interest Payment Date**" has the meaning given to that term in Section 10;

"**Interest Rate**" has the meaning given to that term in Section 10;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local, foreign, supranational or international. law, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in Section 6;

"**London Property**" means the real property described on Schedule C, including the real property having the following municipal address: 1095 Wilton Grove Road, London, Ontario;

"**Maturity Date**" has the meaning given to that term in Section 17;

"**Monitor**" means Ernst & Young Inc., as the Court-appointed Monitor of the Borrowers in the CCAA Proceeding;

"**Net Proceeds**" means the applicable gross sale price, less applicable Taxes, customary closing adjustments, reasonable legal expenses for conveyancing of the applicable real property and realty commissions commensurate with industry standards, all subject to DIP Lender approval;

"**New SF Event of Default**" means an Event of Default (as defined in the SF Loan Agreement) that is not an Existing SF Event of Default;

"**Non-Essential Real Property**" means the real property described on Schedule D, including the real property having the following municipal addresses: 650 Riverview Drive, Chatham-Kent, Ontario, 715 Richmond Street, Chatham-Kent, Ontario and 830 Richmond Street, Chatham-Kent, Ontario;

"**Other Connection Taxes**" means, with respect to the DIP Lender and any other recipient of any payment to be made by or on account of any DIP Obligations, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing the Tax (other than a connection arising from the execution, delivery, enforcement of, or performance under, or receipt of payments under any DIP Credit Document, or from the sale or assignment of an interest in any Advance or DIP Credit Document).

"**Other Taxes**" means any and all present or future stamp, recording, filing, documentary or similar taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other DIP Credit Document or from the execution, delivery or enforcement of, or performance under or otherwise with respect to this Agreement or any other DIP Credit Document (other than Excluded Taxes and Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 33)).

"**Permitted Encumbrance**" means Permitted Exceptions (as defined in the SF Loan Agreement) and Permitted Liens (as defined in the SF Loan Agreement) that exist on the Amended Filing Date, together with Encumbrances on the Collateral in favour of Stone Quest Capital Corp. and Kathleen Glynn Philipp that exist, and securing amounts that were outstanding, on the Amended Filing Date;

"**Permitted Fees and Expenses**" has the meaning given to that term in Section 11;

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

"**Pre-Existing Debt**" has the meaning given to that term in Section 23(c);

"**Priority Payables**" means harmonized sales tax, sales Tax and any amount payable or accrued by the Borrowers which is secured by an Encumbrance (other than Administration Charge) which ranks or is capable of ranking prior to or *pari passu* with the DIP Charge, including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, or Taxes, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the DIP Charge;

"**Project**" has the meaning given to it in the SF Loan Agreement;

"**Second Advance**" means the initial Advance under this Agreement;

"**SF DIP Order**" means the amended and restated initial order of the Court dated December 12, 2019 in the CCAA Proceeding;

"**SF Loan Agreement**" means the loan agreement dated as of May 31, 2019 by and among 2472602 Ontario Inc., 2642466 Ontario Inc., AgMedica Bioscience Inc. and SF V Bridge III, LP, as amended or otherwise modified;

"**SF Loan Documents**" means the SF Loan Agreement and the other Loan Documents (as defined in the SF Loan Agreement);

"**SF Security**" means the Encumbrances on the Collateral granted to SF V Bridge III, LP as security for the obligations owing to SF V Bridge III, LP under or in connection with the SF Loan Documents;

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"Term Sheet" means the term sheet dated December 10, 2019 between the parties hereto; and

"**Updated Cash Flow**" has the meaning given to that term in Section 12.

SCHEDULE B

DIP BUDGET

(See attached)

AgMedica Bioscience Inc.
Cash Flow Forecast for the period December 16, 2019 to March 13, 2020

(CDN)		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Total
Week Ending	**Note**	**20-Dec-19**	**27-Dec-19**	**3-Jan-20**	**10-Jan-20**	**17-Jan-20**	**24-Jan-20**	**31-Jan-20**	**7-Feb-20**	**14-Feb-20**	**21-Feb-20**	**28-Feb-20**	**6-Mar-20**	**13-Mar-20**	
Consolidated															
Opening Available Cash		770,025	1,656,766	1,269,039	674,792	860,080	1,010,573	1,097,320	1,187,539	843,962	1,128,876	982,069	1,135,203	773,052	**770,025**
Receipts															
Sales receipts	1	46,704	27,701	62,891	511,228	705,798	234,223	705,768	232,382	1,010,961	202,868	766,050	656,605	150,915	**5,314,094**
HST Refunds	2	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Other receipts	3	5,853	23,547	132,078	5,853	-	-	24,024	132,078	5,853	-	24,024	48,458	5,853	**407,622**
Total Receipts		52,557	51,248	194,969	517,081	705,798	234,223	729,792	364,460	1,016,814	202,868	790,074	705,064	156,768	**5,721,716**
Disbursements															
Production Costs	4	257,192	53,596	42,877	42,877	42,877	42,877	42,877	53,596	53,596	53,596	53,596	53,596	53,596	**846,750**
Payroll and expenses	5	357,176	-	237,176	-	317,176	-	237,176	-	237,176	80,000	237,176	-	237,176	**1,940,231**
Remittance to Receiver General	6	-	130,505	-	130,505	-	-	130,505	-	130,505	-	130,505	-	130,505	**783,031**
EHT and WSIB	7	8,596	-	10,280	-	8,596	-	10,280	-	-	8,596	10,280	-	-	**56,630**
Group Benefits	8	-	-	35,000	-	-	-	-	35,000	-	-	-	35,000	-	**105,000**
Royalties and Commissions	9	-	26,000	52,000	-	-	-	-	52,000	200,000	-	-	52,000	-	**382,000**
Selling, General & Admininstrative	10	100,000	67,123	76,134	53,698	53,698	53,698	73,698	67,123	67,123	67,123	67,123	84,123	4,300	**834,962**
Rent, Utilities, Insurance	11	7,700	1,751	57,463	64,713	3,500	10,901	-	123,551	3,500	10,901	-	123,418	3,500	**410,895**
Fixed Assets and capital expenditures	12	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Duties and Taxes	13	140,424	-	-	-	-	-	-	127,080	-	-	-	469,390	-	**736,893**
Funding Agreements and contractual commitments	14	89,458	-	1,000,000	-	89,458	-	-	-	-	89,458	-	-	-	**1,268,375**
Restructuring Costs	15	-	160,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	**600,000**
DIP Interest Payments, Legal Fee, and Commitment Fee	16	200,000	-	33,250	-	-	-	-	33,250	-	-	-	33,250	-	**299,750**
SF V Bridge III, LP Secured Debt	17	81,319	-	105,037	-	-	-	105,037	-	-	-	98,260	-	-	**389,652**
StoneQuest Secured Debt	17	-	-	-	-	-	-	-	76,438	-	-	-	76,438	-	**152,877**
Philipp Secured Debt	17	123,952	-	100,000	-	-	-	-	100,000	-	-	-	100,000	-	**423,952**
Total Disbursements		1,365,817	438,974	1,789,217	331,793	555,305	147,475	639,573	708,038	731,900	349,674	636,940	1,067,214	469,077	**9,230,998**
Net Cash flow from Operations		(1,313,260)	(387,726)	(1,594,247)	185,288	150,493	86,748	90,219	(343,577)	284,914	(146,806)	153,134	(362,151)	(312,309)	**(3,509,282)**
DIP Draw/(Payback) for Operations		2,200,000	-	1,000,000	-	-	-	-	-	-	-	-	-	-	**3,200,000**
Closing Cash / (Indebtedness)		**1,656,766**	**1,269,039**	**674,792**	**860,080**	**1,010,573**	**1,097,320**	**1,187,539**	**843,962**	**1,128,876**	**982,069**	**1,135,203**	**773,052**	**460,744**	**460,744**
Hillmount DIP Facility															
Opening Balance		1,000,000	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000
Draw/(Payback) for Operations		(1,000,000)	-	-	-	-	-	-	-	-	-	-	-	-	(1,000,000)
Closing Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replacement DIP Facility															
Opening Balance		-	3,200,000	3,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	-
Draw/(Payback) for Operations		3,200,000	-	1,000,000	-	-	-	-	-	-	-	-	-	-	4,200,000
Closing Balance		3,200,000	3,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000

SCHEDULE C

LONDON PROPERTY

Part Lot 13 and Part North ½ Lot 12 Concession 3; Designated Part 2, 33R3843; London/Westminster

SCHEDULE D

NON-ESSENTIAL REAL PROPERTY

650 Riverview Drive, Chatham, Ontario - Legal Description:

PIN 00528-0218(LT)

PT LT 19 CON 1 RALEIGH, DESIGNATED AS PTS 1 & 2 PL 24R5827 EXCEPT PT 5 PL 24R1370 & PTS 1 & 2 PL 24R10089; SUBJECT TO AN EASEMENT AS IN 277488; MUNICIPALITY CHATHAM-KENT

715 Richmond Street, Chatham, Ontario - Legal Description:

PIN 00528-0006(LT)

PT LT 20 CON 1 RALEIGH AS IN 628944 EXCEPT EASEMENT THEREIN; CHATHAM-KENT

830 Richmond Street, Chatham, Ontario - Legal Description:

PIN 00527-0019(R)

PT LT 20 CON 1 EASTERN BOUNDARY RALEIGH AS IN 586356; CHATHAM-KENT

APPENDIX "C"

Amended and Restated Initial Order

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	THURSDAY, THE 12th
	)	
JUSTICE MCEWEN	)	DAY OF DECEMBER, 2019

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"**)

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavits of Trevor Henry sworn on December 1, 2019 and December 6, 2019 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicants, the Monitor, the DIP Lender, 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 Owen Gaffney sworn December 9, 2019, and on reading the consent of Ernst & Young Inc. to act as the Monitor.

SERVICE

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

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank or credit union providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or

legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that any of the Applicants' existing depository and disbursement banks or credit unions (collectively, the "**Banks**") is authorized, with the consent of the Monitor, to debit the applicable Applicant's accounts in the ordinary course of business without the need for further order of this Court for: (i) all cheques drawn on the applicable Applicant's accounts which are cashed at such Bank's counters or exchanged for cashier's cheques by the payees thereof prior to the date of this Order; (ii) all cheques or other items deposited in one of the Applicants' accounts with such Bank prior to the date of this Order which have been dishonoured or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent an Applicant was responsible for such items prior to the date of this Order; and (iii) all undisputed pre-filing amounts outstanding as of the date hereof, if any, owing to any Bank as service charges for the maintenance of the Cash Management System.

7. **THIS COURT ORDERS** that any of the Banks may rely on the representations of the applicable Applicant with respect to whether any cheques or other payment order drawn or issued by the applicable Applicant prior to the date of this Order should be honoured pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the applicable Applicant as provided for herein.

8. **THIS COURT ORDERS** that (i) those certain existing deposit agreements between the Banks shall continue to govern the post-filing cash management relationship between the Applicants and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, (ii) either any of the Applicants, with the consent of the Monitor, or the Banks may, without further Order of this Court, implement changes to the Cash Management Systems and procedures in the ordinary

course of business pursuant to the terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts, and (iii) all control agreements in existence prior to the date of the commencement of these proceedings shall apply, including, as applicable, with respect to any debtor-in-possession financing facilities to be approved by this Court.

9. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

10. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course prior to, on or after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

Payments for expenses incurred prior to this order shall require the consent of the Monitor or leave of this Court.

11. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales or excise taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

12. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the relevant landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

13. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

14. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their business or operations, and to dispose of redundant or non-material assets not exceeding $500,000 in any one transaction or $1,000,000 in the aggregate;

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as it deems appropriate; and

(c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

15. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant Applicant, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaim the lease governing such leased premises in

accordance with Section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

16. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

17. **THIS COURT ORDERS** that until and including March 12, 2020, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations,

actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

19. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

23. **THIS COURT ORDERS** that the Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

24. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $900,000, as security for the indemnity provided in paragraph 23 of this Order. The Directors' Charge shall have the priority set out in paragraphs 41 and 43 herein.

25. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 23 of this Order.

APPOINTMENT OF MONITOR

26. **THIS COURT ORDERS** that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

27. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender and its counsel, on a periodic basis to be agreed on with the DIP Lender, of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis as agreed to by the DIP Lender;

(e) advise the Applicants in their development of the Plan and any amendments to the Plan;

(f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(i) perform such other duties as are required by this Order or by this Court from time to time.

28. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

29. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of (i) any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"); or (ii) any of the Property, the administration and control of which is subject to the provisions of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing and distribution of cannabis or cannabis products including, without limitation, the *Cannabis Act*, the *Controlled Drugs and Substances Act*, the *Excise Tax Act*, the Ontario *Cannabis Control Act*, or other such

applicable federal or provincial legislation (the "**Cannabis Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation or Cannabis Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation or the Cannabis Legislation, unless it is actually in possession.

30. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants and the DIP Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree

31. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

32. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a weekly basis.

33. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

34. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, if any, and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the

"**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $500,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 41 and 43 hereof.

DIP FINANCING

35. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from SF V Bridge III, LP (the "**DIP Lender**") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed the principal amount of $7,500,000 unless permitted by further Order of this Court.

36. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicants and the DIP Lender dated as of December 10, 2019 (the "**Commitment Letter**"), filed.

37. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge to the maximum principal amount of $7,500,000 (the "**DIP Lender's Charge**") on the Property including, without limiting the foregoing, the real property identified in Schedule "A" hereto (the "**Real Property**"), which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 41 and 43 hereof.

39. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon 10 days' notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy or licensed insolvency trustee, interim receiver, receiver or receiver and manager of the Applicants or the Property.

40. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

41. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $500,000);

Second – DIP Lender's Charge (to the maximum principal amount of $7,500,000); and

Third – Directors' Charge (to the maximum amount of $900,000).

42. **THIS COURT ORDERS** that the filing, registration or perfection of the Directors' Charge, the Administration Charge, or the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

43. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

44. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

45. **THIS COURT ORDERS** that the Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively,

an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Applicants pursuant to this Order, the Commitment Letter or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

46. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

47. **THIS COURT ORDERS AND DECLARES** that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the Commitment Letter, the Definitive Documents or the DIP Lender's Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**") whether by subsequent order of this Court, on or pending an appeal from this Order, such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender whether under this Order (as made prior to the Variation), under the Commitment Letter and the Definitive Documents, with respect to any advances made prior to the DIP Lender being given notice of the Variation and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lender's Charge) for all advances so made.

SERVICE AND NOTICE

48. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

49. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<http://www.ey.com/ca/agmedica>'.

50. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

51. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

52. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

53. **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, 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 and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

54. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

55. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

56. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

57. **THIS COURT ORDERS** that upon the registration in the Land Titles Division of the Real Property of the DIP Lender's Charge in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to register the DIP Lender's Charge on title of the Real Property.

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

DEC 13 2019

PER / PAR:

Schedule "A"
Real Property

(1) 510-566 Riverview Drive, Chatham-Kent, Ontario (PIN 005280224)
Legal Description: PT LT 19 CON 1 RALEIGH PT 2, 3 & 6, 24R7621; S/T & T/W 164642; S/T 340724, 576414; CHATHAM-KENT

(2) 650 Riverview Drive, Chatham-Kent, Ontario (PIN 005280218)
Legal Description: PT LT 19 CON 1 RALEIGH, DESIGNATED AS PTS 1 & 2 PL 24R5827 EXCEPT PT 5 PL 24R1370 & PTS 1 & 2 PL 24R10089 SUBJECT TO AN EASEMENT AS IN 277488 MUNICIPALITY CHATHAM-KENT

(3) 715 Richmond Street, Chatham-Kent, Ontario (PIN 005280006)
Legal Description: PT LT 20 CON 1 RALEIGH AS IN 628944 EXCEPT EASEMENT THEREIN; CHATHAM-KENT

(4) 830 Richmond Street, Chatham-Kent, Ontario (PIN 005270019)
Legal Description: PT LT 20 CON 1 EASTERN BOUNDARY RALEIGH AS IN 586356; CHATHAM-KENT

(5) 1095 Wilton Grove Road, London, Ontario (PIN 082030125)
Legal Description: PART LOT 13 AND PART NORTH ½ LOT 12 CONCESSION 3; DESIGNATED PART 2, 33R3843; LONDON/WESTMINSTER

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. CV-19-00632052-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED AND RESTATED INTIAL ORDER

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Lawyers for the Applicants

APPENDIX "D"

Variance Analysis

AgMedica Bioscience Inc.
Weekly Variance Analysis
December 7, 2019 to February 21, 2020
($CDN)

	Notes	ACTUALS	FORECAST	Variance
Week Ending		**21-Feb-20**	**21-Feb-20**	
Consolidated				
Opening Cash / (Indebtedness)		$ 1,182,987	$ 1,182,987	-
Receipts				
Sales receipts	1	2,728,506	4,461,940	(1,733,435)
HST Refunds		-	-	-
Other receipts	2	1,018,561	329,287	689,274
Total Receipts		3,747,067	4,791,227	(1,044,161)
Disbursements				
Production Costs	3	829,330	535,961	(293,369)
Payroll and expenses	4	1,294,501	1,485,880	191,379
Remittance to Receiver General	5	820,617	652,526	(168,092)
EHT and WSIB		56,526	46,350	(10,176)
Group Benefits		41,722	70,000	28,278
Royalties and Commissions	6	200,000	330,000	130,000
Selling, General & Admininstrative	7	434,256	711,226	276,970
Rent, Utilities, Insurance	8	255,351	361,978	106,627
Fixed Assets and capital expenditures		-	-	-
Duties and Taxes	9	275,115	608,065	332,951
Funding Agreements and contractual commitments	10	1,176,031	1,268,375	92,344
Restructuring Costs	11	772,106	680,000	(92,106)
DIP Interest Payments and Commitment Fee	12	1,339,278	197,500	(1,141,778)
SF V Bridge III, LP Secured Debt	13	342,719	291,392	(51,327)
StoneQuest Secured Debt	13	61,151	76,438	15,288
Philipp Secured Debt	13	333,754	323,952	(9,802)
Total Disbursements		8,232,455	7,639,642	(592,813)
Net Cash flow		(4,485,389)	(2,848,415)	(1,636,974)
DIP Advances, net of Repayments (Note *)	14	3,793,499	2,000,000	1,793,499
Closing Cash / (Indebtedness)		**$ 491,097**	**$ 334,572**	**$ 156,525**

Total DIP Facility	14	$ 7,500,000	$ 7,500,000	-
Repayment	14	(510,000)	-	(510,000)
Net DIP Facility	14	6,990,000	7,500,000	(510,000)
Drawn on Facility (Note *)	14	(3,793,499)	(3,000,000)	(793,499)
Total Undrawn DIP	14	3,196,501	4,500,000	(1,303,499)

Note *: The forecast DIP advance of $2 million is exclusive of the payout of the Hillmount DIP by Stabilis. This payout of the Hillmount DIP as well as the total forecast drawings of the Stabilis DIP included in the total Forecast Draw on Facility of $3 million.

Variance Analysis:

1. **Sales Receipts** – The unfavourable variance is a result of price protection charge backs, returns and other credits that were offset against incoming receipts from certain provinces.
2. **Other Receipts –** Other Receipts consists of rental income from non-core properties as well as proceeds from the sale of surplus lights. The Applicants sold non-essential lights not used or expected to be used in production to a third party. The net proceeds were used to pay down the DIP Facility.
3. **Production costs –** Agmedica forecasts production cost based on the Open PO's as well as historical values. The variance is a result of a one-time purchase from a third-party extraction facility to supply oils for an AgMedica product to sell to its customers.
4. **Payroll and expenses –** As part of restructuring efforts, has reduced headcount across the organization resulting in a favourable variance.
5. **Remittance to Receiver General –** As a result of the larger payroll in 2019 from the previous year, the remittance schedule accelerated to every other week resulting in an earlier remittance than anticipated. This is a timing difference.
6. **Royalties and Commission** – As part of the restructuring efforts, the Applicants was able to renegotiate arrangements with certain strategic partners resulting in a favourable variance.
7. **SG&A –** Agmedica forecasts the SG&A cost based on historical values. As part of restructuring efforts, the Applicants had disclaimed contracts, terminated services, and reduced excess purchasing resulting in a favourable variance.
8. **Rent, Utilities, Insurance, Property Taxes –** Certain utility companies have been delayed in invoicing. This is a timing difference that is expected to reverse in the future weeks.
9. **Duties and Taxes –** Excise Duty payments are correlated to the gross sales.
10. **Funding Agreements and contractual commitments –** As part of the restructuring efforts, the Applicants had renegotiated arrangements with certain strategic partners resulting in a positive variance.
11. **Restructuring Costs –** Additional cost were incurred to assist the SISP process and sale of non-core real estate and assets.
12. **DIP Interest Payments and Commitment Fee –** The legal fees and administrative costs were not included in the forecast. In addition, the monthly interest costs were higher than the originally forecast. This also includes the funds used to replace the DIP provided by Hillmount by Stabilis. which correlates to the variance in Note 14.
13. **Secured Debt -** Interest for Stabilis and Philipp are in USD, therefore fluctuate with the exchange rate.
14. **DIP Advances** – The Applicants drew an additional $1,303,499 to cover the Commitment fees and legal fees. This DIP advancement also includes the funds used to replace the DIP provided by Hillmount by Stabilis which correlates to the variance in Note 12. The Applicants repaid $510,000 of the DIP loan with the net proceeds from the sale of surplus lights.

APPENDIX “E”

Cash Flow Forecast

AgMedica Bioscience Inc.
Cash Flow Forecast for the period February 22, 2020 to July 3, 2020

(CDN)		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Week Ending	**Note**	**28-Feb-20**	**6-Mar-20**	**13-Mar-20**	**20-Mar-20**	**27-Mar-20**	**3-Apr-20**	**10-Apr-20**	**17-Apr-20**	**24-Apr-20**	**1-May-20**	**8-May-20**	**15-May-20**
Consolidated													
Opening Available Cash		491,097	1,107,032	366,768	193,088	748,052	508,011	612,178	401,403	585,216	338,625	88,381	147,087
Receipts													
Sales receipts	1	470,342	81,908	199,276	951,727	114,216	871,703	143,017	848,076	92,665	746,773	362,752	607,641
HST Refunds	2	-	-	-	-	-	-	-	-	-	-	-	-
Other receipts	3	12,988	132,078	6,260,000	-	11,035	29,794	-	-	11,035	29,794	6,782,500	-
Total Receipts		483,331	213,986	6,459,276	951,727	125,251	901,497	143,017	848,076	103,700	776,568	7,145,252	607,641
Disbursements													
Production Costs	4	58,000	53,596	53,596	53,596	53,596	53,596	53,596	53,596	53,596	53,596	53,596	53,596
Payroll and expenses	5	183,573	-	183,573	14,000	183,573	-	183,573	14,000	183,573	-	183,573	14,000
Remittance to Receiver General	6	-	88,636	-	88,636	-	88,636	-	88,636	-	88,636	-	88,636
EHT and WSIB	7	20,999	-	-	14,000	-	20,999	-	14,000	-	20,999	-	14,000
Group Benefits	8	-	21,362	-	-	-	21,362	-	-	-	21,362	-	-
Royalties and Commissions	9	-	-	-	-	-	-	-	-	-	-	-	-
Selling, General & Admininstrative	10	61,018	72,123	63,123	63,123	63,123	80,123	63,123	63,123	63,123	80,123	63,123	63,123
Rent, Utilities, Insurance, Property Taxes	11	-	256,101	3,500	8,950	-	143,486	3,500	8,950	-	242,651	3,500	8,950
Fixed Assets and capital expenditures	12	-	-	-	-	-	-	-	-	-	-	-	-
Duties and Taxes	13	12,748	311,401	-	-	-	186,961	-	-	-	269,425	-	-
Funding Agreements and contractual commitments	14	89,458	-	-	89,458	-	1,000,000	-	371,958	-	-	-	-
Restructuring Costs	15	282,430	95,000	65,000	65,000	65,000	65,000	50,000	50,000	50,000	50,000	50,000	50,000
DIP Interest Payments and Commitment Fee	16	-	56,031	4,164	-	-	15,297	-	-	-	15,297	-	-
SF V Bridge III, LP Secured Debt	17	106,317	-	4,260,000	-	-	36,000	-	-	-	14,803	-	-
StoneQuest Secured Debt	17	57,049	-	-	-	-	61,151	-	-	-	76,438	3,807,754	-
Philipp Secured Debt	17	98,146	-	-	-	-	104,721	-	-	-	93,482	925,000	-
Total Disbursements		969,739	954,250	4,632,956	396,763	365,292	1,877,331	353,792	664,263	350,292	1,026,811	5,086,546	292,305
Net Cash flow from Operations		(486,408)	(740,264)	1,826,320	554,964	(240,041)	(975,834)	(210,774)	183,813	(246,591)	(250,244)	2,058,706	315,337
DIP Draw/(Payback) for Operations		1,102,342	-	(2,000,000)	-	-	1,080,000	-	-	-	-	(2,000,000)	-
Closing Cash / (Indebtedness)		**1,107,032**	**366,768**	**193,088**	**748,052**	**508,011**	**612,178**	**401,403**	**585,216**	**338,625**	**88,381**	**147,087**	**462,424**

Stabilis DIP Facility												
Opening Balance	3,793,499	4,895,841	4,895,841	2,895,841	2,895,841	2,895,841	3,975,841	3,975,841	3,975,841	3,975,841	3,975,841	1,975,841
Draw/(Payback)	1,102,342	-	(2,000,000)	-	-	1,080,000	-	-	-	-	(2,000,000)	-
Closing Balance	4,895,841	4,895,841	2,895,841	2,895,841	2,895,841	3,975,841	3,975,841	3,975,841	3,975,841	3,975,841	1,975,841	1,975,841

Total DIP Facility	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000
Repayment	(510,000)	(510,000)	(2,510,000)	(2,510,000)	(2,510,000)	(2,510,000)	(2,510,000)	(2,510,000)	(2,510,000)	(2,510,000)	(4,510,000)	(4,510,000)
Net DIP Facility	6,990,000	6,990,000	4,990,000	4,990,000	4,990,000	4,990,000	4,990,000	4,990,000	4,990,000	4,990,000	2,990,000	2,990,000
Drawn on Facility	4,895,841	4,895,841	2,895,841	2,895,841	2,895,841	3,975,841	3,975,841	3,975,841	3,975,841	3,975,841	1,975,841	1,975,841
Total Undrawn DIP	2,094,159	2,094,159	2,094,159	2,094,159	2,094,159	1,014,159	1,014,159	1,014,159	1,014,159	1,014,159	1,014,159	1,014,159

AgMedica Bioscience Inc.
Cash Flow Forecast for the period February 22, 2020 to July 3, 2020

(CDN)	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Total
Week Ending	**22-May-20**	**29-May-20**	**5-Jun-20**	**12-Jun-20**	**19-Jun-20**	**26-Jun-20**	**3-Jul-20**	
Consolidated								
Opening Available Cash	462,424	220,471	401,686	158,750	415,093	89,216	299,590	**491,097**
Receipts								
Sales receipts	197,797	491,490	650,153	520,648	141,873	520,648	781,821	**8,794,527**
HST Refunds	-	-	-	-	-	-	-	**-**
Other receipts	-	11,035	29,794	-	-	11,035	29,794	**13,350,884**
Total Receipts	197,797	502,525	679,947	520,648	141,873	531,684	811,615	**22,145,411**
Disbursements								
Production Costs	53,596	53,596	53,596	53,596	53,596	53,596	53,596	**1,022,730**
Payroll and expenses	183,573	-	183,573	-	197,573	-	183,573	**1,891,730**
Remittance to Receiver General	-	88,636	-	88,636	-	88,636	-	**797,724**
EHT and WSIB	-	-	20,999	-	14,000	-	20,999	**160,993**
Group Benefits	-	-	21,362	-	-	-	21,362	**106,810**
Royalties and Commissions	-	-	-	-	-	-	-	**-**
Selling, General & Admininstrative	63,123	63,123	80,123	63,123	63,123	63,123	80,123	**1,274,224**
Rent, Utilities, Insurance, Property Taxes	-	65,955	81,031	8,950	-	65,955	102,664	**1,004,144**
Fixed Assets and capital expenditures	-	-	-	-	-	-	-	**-**
Duties and Taxes	-	-	303,625	-	-	-	-	**1,084,160**
Funding Agreements and contractual commitments	89,458	-	-	-	89,458	-	-	**1,729,792**
Restructuring Costs	50,000	50,000	50,000	50,000	50,000	50,000	50,000	**1,287,430**
DIP Interest Payments and Commitment Fee	-	-	15,297	-	-	-	-	**106,085**
SF V Bridge III, LP Secured Debt	-	-	36,000	-	-	-	-	**4,453,120**
StoneQuest Secured Debt	-	-	-	-	-	-	-	**4,002,392**
Philipp Secured Debt	-	-	77,278	-	-	-	100,000	**1,398,628**
Total Disbursements	439,750	321,310	922,883	264,305	467,750	321,310	612,317	**20,319,963**
								-
Net Cash flow from Operations	(241,953)	181,215	(242,936)	256,344	(325,877)	210,374	199,298	**1,825,448**
DIP Draw/(Payback) for Operations	-	-	-	-	-	-	-	**(1,817,658)**
Closing Cash / (Indebtedness)	**220,471**	**401,686**	**158,750**	**415,093**	**89,216**	**299,590**	**498,888**	**498,888**

Stabilis DIP Facility								
Opening Balance	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841	3,793,499
Draw/(Payback)	-	-	-	-	-	-	-	(1,817,658)
Closing Balance	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841

Total DIP Facility	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000
Repayment	(4,510,000)	(4,510,000)	(4,510,000)	(4,510,000)	(4,510,000)	(4,510,000)	(4,510,000)	(4,510,000)
Net DIP Facility	2,990,000	2,990,000	2,990,000	2,990,000	2,990,000	2,990,000	2,990,000	2,990,000
Drawn on Facility	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841	1,975,841
Total Undrawn DIP	1,014,159	1,014,159	1,014,159	1,014,159	1,014,159	1,014,159	1,014,159	1,014,159

IN THE MATTER OF THE CCAA 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., WORLD WIDE BEVERAGE INNOVATIONS INC., and UNIQUE BEVERAGES (USA) INC. (each an "Applicant" and collectively, the "Applicants")

Notes to the Unaudited Cash Flow Forecast of the Applicants

Disclaimer

In preparing this cash flow forecast (the "**Cash Flow Forecast**"), the Applicants have relied upon unaudited financial information and the Applicants have not attempted to further verify the accuracy or completeness of such information. The Cash Flow Forecast includes estimates concerning the operations of the Applicants and additional assumptions discussed below with respect to the requirements and impact of a Companies' Creditors Arrangement Act ("**CCAA**") filing. Since the Cash Flow Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Cash Flow Forecast period will vary from the Cash Flow Forecast, even if the assumptions materialize, and such variation may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

Overview

The Cash Flow Forecast includes the receipts and disbursements of all the Applicants during the Cash Flow Forecast period. The Applicants, with the assistance of Ernst & Young Inc., in its capacity as the monitor of the Applicants (the **Monitor**"), have prepared the Cash Flow Forecast based primarily on estimated receipts and disbursements related to the CCAA proceedings and the ongoing operations.

Assumptions:

1.	Sales Receipts	Includes the estimated sales of cannabis products based on accounts receivable, existing and projected sales orders. It is assumed collections continues on existing terms with the current customers. This amount is net of price protection credits imposed by the provinces. Forecasted receipt amounts include excise tax but not HST. The HST impact of sales is considered a flow through. Amounts are net of any credits to customers. Majority of AgMedica customers are provincial crown corporations responsible for distribution of cannabis products in their respective provinces.
2	HST Refund	AgMedica is typically in a refund position. For the purpose of the forecast, it is assumed that the HST refunds will not be collected as there is outstanding balances for Excise Taxes payable by the Applicants for months prior to this Forecast Period.

3	Other Receipts	AgMedica receives rental income from its existing non-core real properties. On March 2, 2020 it is anticipated that 650 Riverview Drive Purchase and Sale Agreement will close which will result in funds received to pay down the DIP Facility and Secured Loans, which will be distributed in accordance with the DIP Facility Agreement. In and around May 6, 2020, upon approval by the Court, it is anticipated that 1095 Wilton Grove Purchase and Sale Agreement will close which will result in funds received to pay down the DIP Facility and Secured Loans, which will be distributed in accordance with the DIP Facility Agreement. The proceeds from these sales are reflected net of commissions and closing costs.
4	Production Costs	This includes all costs to cultivate, process and package cannabis products. This is based on historical run rates with additional adjustments for known planned expenditures.
5	Payroll and Expenses	This is the net amount payable to employees and employee reimbursements.
6	Remittance to Receiver General	Withholding taxes and employer portions of EI and CPP, based on payroll.
7	EHT and WSIB	Employer Health Tax and WSIB, based on payroll.
8	Group Benefits	Include group health care benefits, short-term and long-term disability benefits and life insurance.
9	Royalties and Commissions	AgMedica has a technology license agreement with Herbolea which requires a processing fee based on the tonnage processed.
10	SG&A	This includes office supplies, health and safety supplies, insurance, employee training, postage, repairs and maintenance to the properties and other sale, general and administrative costs. These costs were based on historical run rates and have been adjusted accordingly for known planned expenditures.
11	Rent, Utilities, Insurance, Property Taxes	Utilities, Insurance, and Property Tax amounts will change if underlying properties are sold/leased. AgMedica leases one office in Chatham.
12	Fixed Assets and Capital Expenditures	Capital expenditures are currently being reviewed, therefore there no amount has been included in this Cash Flow Forecast.
13	Duties and Taxes	Post-filing excise duty is based on actual and estimated sales, as well as outstanding receivables. AgMedica is currently undergoing HST pre-filing audits and currently is staying any pre-filing payment of excise duty and taxes.
14	Funding Agreements and commitments	AgMedica has entered into contract with Bio Therapeutic Molecules Inc. ("**BTMI**"), an external research and development management service. Its services are necessary to continue to assist AgMedica with the development of future products. AgMedica has equity ownership of an extraction company in Italy called Herbolea. In addition, it has a technology licensing agreement for exclusive use of this technology in Canada. As part of this agreement, AgMedica is required to make an

		investment of $1 Million in Herbolea. This payment is included in the Cash Flow Forecast as it is necessary part of a business decision not only to preserve the exclusivity and business relationship with Herbolea, but also to ensure the viability of Herbolea post-filing as it forms an integral part of AgMedica's future business plan.
15	Restructuring Costs	Cost of legal counsel, monitor and the monitor's legal counsel. There are incremental fees associated with the Sale and Investment Solicitation Process which have been reflected in the Cash Flow.
16	DIP Interest Payments and Commitment Fee	As per the Stabilis DIP Agreement, the interest rate is compounded month, in arrears and is payable on the first of the Month at a rate of 9.5% per annum based on 365 days.
17	Financing and loans - Principal and Interest	AgMedica has 3 secured lenders: SF V Bridge III, LP, Stone Quest Capital Corp. and Kathleen Glynn Philipp. It is expected that interest payments will continue to be paid during the forecast period. The Maturity dates of the loans are May 31, 2020, December 31, 2019, and January 23, 2020, respectively. The interest is assumed to continued to be paid at the rates in accordance with the loan agreement after the maturity dates. No principal payments on Maturity are included in this forecast unless proceeds from the sale of non-core real properties are received and distributions are made in accordance with the DIP Facility Agreement. Promissory notes and convertible debt and their related interest are stayed and are not included in the Cash Flow Forecast.

APPENDIX "F"

Fee Affidavit of Alex Morrison

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**")

AFFIDAVIT OF ALEX MORRISON
(sworn March 4, 2020)

I, **ALEX MORRISON**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a Senior Vice President with Ernst & Young Inc. ("**EY**"). On December 2, 2019, this Court made an initial order pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") which, among other things, appointed EY as the monitor of the Applicants (in such capacity, the "**Monitor**"). I have been involved throughout the CCAA proceedings. As such, I have knowledge of the matters hereinafter deposed to.

2. This affidavit is made in support of a motion for, among other things, the approval of the fees and disbursements of the Monitor and its counsel for the period from November 30, 2019 to January 31, 2020 (the "**Fee Period**"). This affidavit is filed in conjunction with the Monitor's Sixth Report, dated March 4, 2019.

3. The total amount claimed by the Monitor for the Fee Period (exclusive of HST) is $523,288.77, which includes fees of $508,616.00 and disbursements of $14,672.77.

4. Attached and marked as **Exhibit "A"** to this Affidavit is a schedule summarizing all invoices rendered by the Monitor during the Fee Period, including the fees, disbursements, and total fees charged in each invoice (the "**Accounts**"), and (ii) a schedule summarizing the billing rates of each of the members of EY that rendered services in these CCAA Proceedings.

5. True copies of the Monitor's Accounts for the Fee Period are attached hereto at **Exhibit "B"**.

6. The Accounts and summary charts disclose in detail the name of each person who rendered services, the dates on which the services were rendered, the time spent each day, the rate charged and the total charges for fees, disbursements and taxes.

7. The hourly billing rates charged in the Accounts are comparable to the hourly rates charged by EY for services rendered in similar proceedings.

8. To the best of my knowledge and given the nature of this proceeding, I believe that the hours and rates in the attached Accounts are reasonable and comparable to other firms in Toronto for work of this nature.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, This 4th day of March, 2020	)))))))))	
A Commissioner for Taking Affidavits	)	**ALEX MORRISON**

LSUC No 67718A

This is Exhibit A referred to in the affidavit of Alex Morrison sworn before me, this 4th day of March 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

Court File No. 19-CV-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**")

Summary of Fees and Disbursements of Ernst & Young Inc., Monitor of the Applicants

Invoice #	Date	Period	Fees	Expenses	Net	HST	Sub-Total
CA12C500004492	10-Dec-19	Advertising costs for Globe & Mail	-	9,185.22	9,185.22	1,194.08	10,379.30
CA12C500004589	10-Jan-20	Week ended December 6, 2019	53,793.00	398.64	54,191.64	7,044.91	61,236.55
CA12C500004629	16-Jan-20	Week ended December 13, 2019	75,110.50	468.88	75,579.38	9,825.32	85,404.70
CA12C500004652	27-Jan-20	Week ended December 20, 2019	36,895.50	-	36,895.50	4,796.42	41,691.92
CA12C500004663	29-Jan-20	Week ended January 3, 2020	44,883.00	-	44,883.00	5,834.79	50,717.79
CA12C500004695	11-Feb-20	Week ended January 10, 2020	32,679.50	600.91	33,280.41	4,326.46	37,606.87
CA12C500004711	18-Feb-20	Week ended January 17, 2020	119,742.50	1,702.34	121,444.84	15,787.83	137,232.67
CA12C500004728	21-Feb-20	Week ended January 24, 2020	78,163.50	41.64	78,205.14	10,166.67	88,371.81
CA12C500004743	27-Feb-20	Week ended January 31, 2020	67,348.50	2,275.14	69,623.64	9,051.08	78,674.72
Total			**508,616.00**	**14,672.77**	**523,288.77**	**68,027.56**	**591,316.33**

Name	Role	Rate	Hours Billed
Morrison, Alex	Partner	$770.00	93.3
Fung, Karen	Senior Manager	$585.00	282.8
Marley, Jason	Senior Manager	$585.00	120.5
Yang, Duncan	Senior Manager	$585.00	14.0
McDonald, Greg	Manager	$410.00	229.5
Chiu, Ashley	Manager	$410.00	36.0
Delicaet, Kathleen	Manager	$410.00	135.7
Vuong, Khanh	Senior	$390.00	28.0
Hatfull, Donna	Para-professional Manager	$275.00	1.8
Carandang, Marites	Para-professional Manager	$275.00	0.8
Jackson, Marie	Para-professional Manager	$275.00	60.1
	Total Hours Billed:		1002.5

EY

Ernst & Young Inc.
Toronto, ON

This is Exhibit B referred to in the affidavit of Alex Manton sworn before me, this 4th day of March 20 20

A COMMISSIONER FOR TAKING AFFIDAVITS

Invoice

AgMedica Bioscience Inc
229 St Clair St Suite 208
Chatham, ON N7L 3J4
Canada

Invoice No.: CA12C500004492
Please include this number with payment

Invoice Date:	10 December 2019
Due Date:	Upon receipt
Client No.:	0011921966
Engagement No.:	E-65454367

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

For advertising costs for The Globe and Mail.

		Net	Tax	Rate	Tax Amount	CAD Total
Expenses		9,185.22	HST	13 %	1,194.08	10,379.30
		9,185.22			**1,194.08**	**10,379.30**
Invoice summary		**9,185.22**				
Tax :	13% HST				1,194.08	
Total:		**9,185.22**			**1,194.08**	**10,379.30**

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

AgMedica Bioscience Inc.

Summary of Professional Fees

Disbursements

Advertisement		9,185.22
Total Disbursements	$	9,185.22
HST @ 13%		1,194.08
Total Invoice	**$**	**10,379.29**

Ernst & Young Inc.
Toronto, ON

Invoice

AgMedica Bioscience Inc
229 St Clair St Suite 208
Chatham, ON N7L 3J4
Canada

Invoice No.: CA12C500004589
Please include this number with payment

Invoice Date:	10 January 2020
Due Date:	Upon receipt
Client No.:	0011921966
Engagement No.:	E-65461559

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

For professional services rendered to December 6, 2019.

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		53,793.00	HST	13 %	6,993.09	60,786.09
Expenses		398.64	HST	13 %	51.82	450.46
		54,191.64			**7,044.91**	**61,236.55**
Invoice summary		**54,191.64**				
Tax :	13% HST				7,044.91	
Total:		**54,191.64**			**7,044.91**	**61,236.55**

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Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

EY

Ernst & Young Inc.
Toronto, ON

Invoice

AgMedica Bioscience Inc
229 St Clair St Suite 208
Chatham, ON N7L 3J4
Canada

Invoice No.: CA12C500004629
Please include this number with payment

Invoice Date:	16 January 2020
Due Date:	Upon receipt
Client No.:	0011921966
Engagement No.:	E-65461559

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

For professional services rendered for week ended December 13, 2019.

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		75,110.50	HST	13 %	9,764.37	84,874.87
Expenses		468.88	HST	13 %	60.95	529.83
		75,579.38			**9,825.32**	**85,404.70**
Invoice summary		**75,579.38**				
Tax :	13% HST				9,825.32	
Total:		**75,579.38**			**9,825.32**	**85,404.70**

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

AgMedica Bioscience Inc.

Summary of Professional Fees to December 13, 2019

Name	Position	Hours	Rate	Fees
Alex Morrison	Senior Vice President/ Partner	17.3	770	13,321.00
Karen Fung	Vice President/ Senior Manager	48.6	585	28,431.00
Duncan Yang	Vice President/ Senior Manager	14.0	585	8,190.00
Greg McDonald	Manager	33.1	410	13,571.00
Khanh Vuong	Senior	26.0	390	10,140.00
Marie Jackson	Paraprofessional	5.3	275	1,457.50
Subtotal		**144.3**		**$ 75,110.50**

Disbursements

Transportation, Meals, Hotels, Design Charges		468.88
Total Disbursements	**$**	**468.88**
Total Time	$	75,110.50
HST @ 13%		9,825.32
Total Invoice	**$**	**85,404.70**

Person	Date	Hours	Description
Alex Morrison	9-Dec-19	5.0	Calls with Hillmont; review draft DIP terms sheet from Stabillis; call from prospective non-core real estate purchaser; calls with B
Alex Morrison	10-Dec-19	3.5	call with BLG re: Stabilis DIP; Stabilis DIP term sheet; call with managed team/TGF re: DIP facility; CBRE email re: London property
Alex Morrison	11-Dec-19	3.5	call with Stabilis BLG, TGF re: DIP and csh flow; CBRE weekly report on non-care real estate activity; call with Stikeman re: EDF ba
Alex Morrison	12-Dec-19	3.0	court attendance re: stay extention and DIP approval; lease discussion; Karen re: SISP and DIP draw request
Alex Morrison	13-Dec-19	2.3	call with Trevor; Calgary lease disclaimer; Mississauga lease disclaimer; calls with BLG/emails with Stabilis re: DIP advance wire t
Alex Morrison Total		17.3	
Duncan Yang	9-Dec-19	11.0	Site Visit to Chatham for property tour and discussion with AgMedica management on Chatham production facility.
Duncan Yang	11-Dec-19	3.0	Valuation of Chatham Production Facility
Duncan Yang Total		14.0	
Greg McDonald	9-Dec-19	4.5	Monitors report
Greg McDonald	9-Dec-19	2.0	Agmedica - Tour of Facility
Greg McDonald	10-Dec-19	9.2	First Report of the Monitor
Greg McDonald	10-Dec-19	0.5	DIP Reporting
Greg McDonald	11-Dec-19	4.5	Monitors report
Greg McDonald	11-Dec-19	4.5	Answer Phone Calls, Update Cash Flow Model
Greg McDonald	12-Dec-19	1.0	Update Service List, Upload Court Order, Call with Employee
Greg McDonald	12-Dec-19	1.2	Disclaim Leases
Greg McDonald	12-Dec-19	4.5	Answer Phone Calls, Update Cash Flow Model
Greg McDonald	13-Dec-19	1.2	Disclaim Leases
Greg McDonald Total		33.1	
Karen Fung	7-Dec-19	4.1	26 week cash flow for DIP Lenders, arranging tour, email w/AGM re: Data issues
Karen Fung	8-Dec-19	0.9	Review of DIP term sheet and communication w/employees
Karen Fung	9-Dec-19	14.1	Call w/AGM : leadership call, Call w.TGF and AGM re: DIP Lenders, emails re: DIP lenders, assisting business valuations; call w/AGM
Karen Fung	10-Dec-19	10.2	Call w/potential bidder; mtg w/potential DIP lender, Drafting Monitor's Report and cash flow, assisting business valuation, cash flo
Karen Fung	11-Dec-19	9.2	ERV calculations, Monitor's Report, Cash Flow Forecast, Discuss w/AGM re: closure of Wellworth; Creditor payments and calls; daily o
Karen Fung	12-Dec-19	5.3	email & meetings w/AGM re: Employee terminations, creditor issues, property tax tax issues, disbursement review, wellworth closure
Karen Fung	13-Dec-19	4.8	DIP financing, Disclaiming leases; Herbolea, e_new business options, Call re: terminations
Karen Fung Total		48.6	
Khanh Vuong	9-Dec-19	10.0	Production Facility Valuation
Khanh Vuong	10-Dec-19	10.0	Production Facility Valuation
Khanh Vuong	11-Dec-19	6.0	Production Facility Valuation
Khanh Vuong Total		26.0	
Marie Jackson	9-Dec-19	3.0	Co-ordinate mailing to creditors.
Marie Jackson	10-Dec-19	1.3	Respond to emails & calls. Update affidavit mailing/publication.
Marie Jackson	12-Dec-19	0.5	Respond to emails and calls from creditors.
Marie Jackson	13-Dec-19	0.5	Respond to emails or calls from creditors.
Marie Jackson Total		5.3	
Grand Total		**144.3**	

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Account	Date	Amount	Description	Long Text
Karen Fung	16-Oct-19	16.07	Ground Transportation	Courtesy Taxi- Approved by John Barrett, Partner in Toronto
Karen Fung	16-Oct-19	15.62	Ground Transportation	Courtesy Taxi-Approved by John Barrett Partner in Toronto
Karen Fung	17-Oct-19	121.37	Hotel	Comfort Inn Hotel- Chatham, ON. -Approved by John Barrett- Partner in Toronto
Karen Fung	18-Oct-19	39.06	Ground Transportation	Diamond Taxi-Fung-Approved by John Barrett
Karen Fung	18-Oct-19	15.18	Ground Transportation	Courtesy Taxi-Approved by John Barrett Partner in Toronto
Karen Fung	18-Oct-19	14.29	Ground Transportation	Courtesy Taxi-Approved by John Barrett Partner in Toronto
Karen Fung	18-Oct-19	185.64	Hotel	Retro Suites Hotel- Chatham ON-Approved by John Barrett Partner in Toronto, ON
Karen Fung	11-Nov-19	61.65	Ground Transportation	National Car Rental- Approved by John Bennett in Partner in Toronto
Karen Fung Total		**468.88**		
Grand Total		**468.88**		

EY

Ernst & Young Inc.
Toronto, ON

Invoice

AgMedica Bioscience Inc
229 St Clair St Suite 208
Chatham, ON N7L 3J4
Canada

Invoice No.: CA12C500004652
Please include this number with payment

Invoice Date:	27 January 2020
Due Date:	Upon receipt
Client No.:	0011921966
Engagement No.:	E-65461559

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

For professional services rendered for week ended December 20, 2019.

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		36,895.50	HST	13 %	4,796.42	41,691.92
		36,895.50			**4,796.42**	**41,691.92**
Invoice summary		**36,895.50**				
Tax :	13% HST				4,796.42	
Total:		**36,895.50**			**4,796.42**	**41,691.92**

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Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

AgMedica Bioscience Inc.

Summary of Professional Fees to December 20, 2019

Name	Position	Hours	Rate	Fees
Alex Morrison	Senior Vice President/ Partner	12.0	770	9,240.00
Karen Fung	Vice President/ Senior Manager	17.9	585	10,471.50
Greg McDonald	Manager	39.9	410	16,359.00
Marie Jackson	Paraprofessional	2.5	275	687.50
Marites Carandang	Paraprofessional	0.5	275	137.50
Subtotal		**72.8**		**$ 36,895.50**

Total Time	$	36,895.50
HST @ 13%		4,796.42
Total Invoice	**$**	**41,691.92**

Person	Date	Hours	Description
Alex Morrison	16-Dec-19	3.0	call from Hillmont; meeting with BMOCC and Scotia with Trevor/Bill/Rebecca; review Stabilis DIP term sheet/call with TGF/email with
Alex Morrison	17-Dec-19	1.5	review DIP term sheet from BLG; call from creditor; call with Trevor re sales forecast; review Landco draft offer/call with Trevor/
Alex Morrison	18-Dec-19	2.5	TGF re DIP term sheet; call with Bill re Biquor District Branch; email from Hillmont; call with R Kennedy re DIP loan agreement; cal
Alex Morrison	19-Dec-19	2.5	call with Health Canada and AgMedica; letter to ?; ISP serving breach; draft DIP term sheet from BLG; meeting with Trevor and Owen r
Alex Morrison	20-Dec-19	2.5	call with Bill re DIP term sheet comments; call with BLG re DIP term sheet; call with Bill re AgMedica; London property offer; email
Alex Morrison Total		**12.0**	
Greg McDonald	16-Dec-19	5.0	Cashflow Tracking
Greg McDonald	16-Dec-19	1.5	Travel to AgMedica
Greg McDonald	16-Dec-19	1.5	Questions from Agmedica Monitors Inbox
Greg McDonald	17-Dec-19	2.0	Bank Account Rec
Greg McDonald	17-Dec-19	3.5	Report to DIP Lender
Greg McDonald	17-Dec-19	3.0	
Greg McDonald	17-Dec-19	2.1	Questions from Agmedica Monitors Inbox
Greg McDonald	18-Dec-19	3.5	Report to DIP Lender
Greg McDonald	18-Dec-19	0.7	AR Update
Greg McDonald	18-Dec-19	2.0	
Greg McDonald	18-Dec-19	3.0	Questions from Agmedica Monitors Inbox
Greg McDonald	19-Dec-19	0.5	Payroll Approval & follow up
Greg McDonald	19-Dec-19	1.2	Approve Receipts
Greg McDonald	19-Dec-19	3.5	Questions from Agmedica Monitors Inbox
Greg McDonald	19-Dec-19	1.4	Covenant Calcs
Greg McDonald	20-Dec-19	2.0	supplier discussions
Greg McDonald	20-Dec-19	3.5	Answer Mailbox
Greg McDonald Total		**39.9**	
Karen Fung	16-Dec-19	4.9	Senior leadership call w/Agmedica; vacation pay dicussions, creditor review, daily operations, DIP financing; Cash Flow model; discl
Karen Fung	17-Dec-19	8.1	call w/ Cambridge payments; call w/AGM re: ESA; DIP variance Analysis, discussion w/Landlord, cash flow forecast
Karen Fung	18-Dec-19	2.6	call re: A&L , call w/ AGM, DIP Reporting, e_w/ AGM re: Vendor issues, Discuss re: credits from provinces,
Karen Fung	19-Dec-19	2.3	call w/Alberta gaming commission, call w/alex ; call w/Owen
Karen Fung Total		**17.9**	
Marie Jackson	16-Dec-19	2.5	Review Affidavit mailing/publication. Review and respond to emails and calls from creditors.
Marie Jackson Total		**2.5**	
Marites Carandang	18-Dec-19	0.5	Write up cheque requisition, print off invoices, email to/from Karen. Process, post EYI fees
Marites Carandang Total		**0.5**	
Grand Total		**72.8**	

EY

Ernst & Young Inc.
Toronto, ON

Invoice

AgMedica Bioscience Inc
229 St Clair St Suite 208
Chatham, ON N7L 3J4
Canada

Invoice No.: CA12C500004663
Please include this number with payment

Invoice Date: 29 January 2020
Due Date: Upon receipt
Client No.: 0011921966
Engagement No.: E-65461559

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

For professional services rendered to week ended January 3, 2020.

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		44,883.00	HST	13 %	5,834.79	50,717.79
		44,883.00			**5,834.79**	**50,717.79**
Invoice summary		**44,883.00**				
Tax :	13% HST				5,834.79	
Total:		**44,883.00**			**5,834.79**	**50,717.79**

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

AgMedica Bioscience Inc.

Summary of Professional Fees to January 3, 2020

Name	Position	Hours	Rate	Fees
Alex Morrison	Senior Vice President/ Partner	12.0	770	9,240.00
Karen Fung	Vice President/ Senior Manager	37.0	585	21,645.00
Jason Marley	Vice President/ Senior Manager	9.0	585	5,265.00
Greg McDonald	Manager	21.3	410	8,733.00
Subtotal		**79.3**		**$ 44,883.00**

Total Time	$	44,883.00
HST @ 13%		5,834.79
Total Invoice	**$**	**50,717.79**

EY

Person	Date	Hours	Description
Alex Morrison	23-Dec-19	2.5	call with Robin/Bill re final model; DIP advance approval of the monitor; comments on the SISP; Karen re Monitor Report; DIP lend ca
Alex Morrison	24-Dec-19	1.5	SISP/draft Monitor Report on SISP/weekly cash flow report for DIP Lender/London real estate offer update
Alex Morrison	30-Dec-19	1.0	Monitor Report on the SISP; call with TGF re SISP; call with BLG/TGF re
Alex Morrison	2-Jan-20	3.0	Monitor's Report on the SISP; SISP draft FAQ; email to Aird & Berlis re questions on Second Creditor interest; letter from Med C's c
Alex Morrison	3-Jan-20	4.0	SISP court hearing; wire transfer confirmation for Aird& Berlis; call with Bill and Jay re Sales forecast; SISP FAQ; weekly DIP lend
Alex Morrison Total		12.0	
Greg McDonald	23-Dec-19	12.0	Weekly Variance Report with notes, 13 Week Cash flow for DIP lender, Reconcile Cash and outstanding cheques to Model; update Model.
Greg McDonald	2-Jan-20	9.3	Prepare weekly Reconciliation of Cash Accounts; draft DIP lender reporting; update 13 week cash Flow; Approve invoices
Greg McDonald Total		21.3	
Jason Marley	24-Dec-19	1.0	AgMedica - Call with Karen / Review of SISP document
Jason Marley	27-Dec-19	8.0	AgMedica - SISP Review / Information Request List / Data Room Review / CIM Structure
Jason Marley Total		9.0	
Karen Fung	23-Dec-19	13.3	Weekly DIP reporting, Disbursement review, Monitor's Report
Karen Fung	24-Dec-19	3.4	Disbursement review; payroll review, Weekly DIP reporting. Monitor's Report; call w/Cambridge
Karen Fung	27-Dec-19	3.3	Disbursement review, discussion re: contracts review of daily operations. call w/ Bill re: SISP; call w/ AGM re: Tax planning
Karen Fung	30-Dec-19	0.9	Disbursement Review
Karen Fung	31-Dec-19	2.2	Disbursement Review; Drafting FAQ, review of court documents
Karen Fung	2-Jan-20	5.2	Variance Analysis, FAQ development; disbursement review
Karen Fung	3-Jan-20	8.7	Court; Call w/ TGF; Call w/Agmedica re: Sales forecast, Revised Cash Flow forecast for DIP Lender, finalizing weekly variance analys
Karen Fung Total		37.0	
Grand Total		**79.3**	

EY

Ernst & Young Inc.
Toronto, ON

Invoice

AgMedica Bioscience Inc
229 St Clair St Suite 208
Chatham, ON N7L 3J4
Canada

Invoice No.: CA12C500004695
Please include this number with payment

Invoice Date:	February 11, 2020
Due Date:	Upon receipt
Client No.:	0011921966
Engagement No.:	E-65461559

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

For professional services rendered for the week ended January 10, 2020.

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		32,679.50	HST	13 %	4,248.34	36,927.84
Expenses		600.91	HST	13 %	78.12	679.03
		33,280.41			**4,326.46**	**37,606.87**
Invoice summary		**33,280.41**				
Tax :	13% HST				4,326.46	
Total:		**33,280.41**			**4,326.46**	**37,606.87**

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

AgMedica Bioscience Inc.

Summary of Professional Fees to January 10, 2020

Name	Position	Hours	Rate	Fees
Alex Morrison	Senior Vice President/ Partner	11.5	770	8,855.00
Karen Fung	Vice President/ Senior Manager	3.5	585	2,047.50
Jason Marley	Vice President/ Senior Manager	9.0	585	5,265.00
Greg McDonald	Manager	11.0	410	4,510.00
Ashley Chiu	Manager	16.0	410	6,560.00
Kathleen Delicaet	Manager	12.2	410	5,002.00
Marie Jackson	Paraprofessional	1.5	275	412.50
Marites Carandang	Paraprofessional	0.1	275	27.50
Subtotal		**64.8**		**$ 32,679.50**

Disbursements

Transportation, Design Charges		600.91
Total Disbursements	**$**	**600.91**
Total Time	$	32,679.50
HST @ 13%		4,326.45
Total Invoice	**$**	**37,606.86**

EY

Person	Date	Hours	Description
Alex Morrison	6-Jan-20	3.5	review of London offer; review of GSO Riverside Drive offer; call with R Kennedy re Real Estate offers; email to D. Katz re SISP; call with Trevor/?/Pete re London property offer; call from former AgMedica re claim; update call with AgMeica / TGF / EY re issues list update; email with Bill on sale of Surplus lights; update with Karen on the sales forecast
Alex Morrison	7-Jan-20	3.0	email re: surplus lights; calls with each of the secured lenders counsel along with TGF re: London real estate offer; review revised London property offer; call with Trevor; call with Ministry of Labour
Alex Morrison	8-Jan-20	1.5	call with Trevor/Peter re KERP; call from former employee re Clarion; weekly cash flow report for DIP Lenders; call with Karen re cash flow and sales foremost and CIM
Alex Morrison	9-Jan-20	2.0	suplus litigation draft bill of sale; CIM update; sales forecast call with Trevor/Bill/Karen; Chatham real estate officer
Alex Morrison	10-Jan-20	1.5	Guspro RORF emails; call with Trevor re G50 Riverview and SISP; call with TGF and AgMedica re EDF contract; update with Karen on SISP
Alex Morrison Total		11.5	
Ashley Chiu	7-Jan-20	4.0	industry analysis, bidders list
Ashley Chiu	8-Jan-20	6.0	industry analysis
Ashley Chiu	9-Jan-20	6.0	sales and marketing meeting and support, market sizing review
Ashley Chiu Total		16.0	
Greg McDonald	6-Jan-20	1.6	Call with Supplier Re: Payment terms; Approve Payments & Track Payments
Greg McDonald	8-Jan-20	1.3	Approve Payments & Track Payments
Greg McDonald	9-Jan-20	3.4	Approve Payments & Track Payments; calls with suppliers to agree to payment terms.
Greg McDonald	10-Jan-20	4.7	Approve Payments & Track Payments; Call with suppliers to agree to payment terms and resolve issues. Ensuring Payments are sent tosuppliers.
Greg McDonald Total		11.0	
Jason Marley	7-Jan-20	0.5	Process Update Call with Karen
Jason Marley	7-Jan-20	0.5	Staffing / Process logistics
Jason Marley	9-Jan-20	1.0	Process logistics / Planning for next week
Jason Marley	9-Jan-20	1.0	Preparation for next week / Process discussion with Kathleen
Jason Marley	10-Jan-20	6.0	Teaser Drafting / Document Review
Jason Marley Total		9.0	
Kathleen Delicaet	9-Jan-20	6.8	Created the confidential information memorandum (CIM) powerpoint format and structured the deck based on an initial CIM outline
Kathleen Delicaet	10-Jan-20	5.4	Read through items in the dataroom that were initially available on overall business. Updated information request list for items received.
Kathleen Delicaet Total		12.2	
Karen Fung	9-Jan-20	2.0	Meetings with AGM sales re: forecasts, excise duty issue, Disbursements and PO Approvals,
Karen Fung	10-Jan-20	1.5	SISP process preparation; DIP lending review, CIM documents, data room, HR issues, Call w/AGM re: deposits, tenants,
Alex Morrison Total		3.5	
Marie Jackson	6-Jan-20	0.5	Review emails & prepare responses.
Marie Jackson	7-Jan-20	1.0	Return emails and calls in hotline or mailbox.
Marie Jackson Total		1.5	
Marites Carandang	9-Jan-20	0.1	Dec/19 bank rec.
Marites Carandang Total		0.1	
Grand Total		**64.8**	

EY

Account	Activity Name	Date	Amount	Description	Long Text
Train	AgMedica Monitor - T&E	10-Jan-20	259.20	Train	
Train	AgMedica Monitor - T&E	10-Jan-20	232.20	Train	
Train	AgMedica Monitor - T&E	10-Jan-20	30.00	Train	
Train	AgMedica Monitor - T&E	10-Jan-20	12.00	Train	
Air Transportation (Airfare) Total			533.40		
Kathleen Delicaet	General	1-Jan-20	21.43	Ground Transportation	Working on weekend at office - parking on Sat/Sun
Kathleen Delicaet Total			21.43		
Recharges - Creative Dsgn Svcs	AgMedica Monitor - T&E	10-Jan-20	46.08	Recharges - Creative Dsgn Svcs	
Recharges - Creative Dsgn Svcs Total			46.08		
Grand Total			600.91		

Ernst & Young Inc.
Toronto, ON

Invoice

AgMedica Bioscience Inc
229 St Clair St Suite 208
Chatham, ON N7L 3J4
Canada

Invoice No.: CA12C500004711
Please include this number with payment

Invoice Date:	February 18, 2020
Due Date:	Upon receipt
Client No.:	0011921966
Engagement No.:	E-65461559

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

For services rendered to week ended January 17, 2020.

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		119,742.50	HST	13 %	15,566.53	135,309.03
Expenses		1,702.34	HST	13 %	221.30	1,923.64
		121,444.84			**15,787.83**	**137,232.67**
Invoice summary		**121,444.84**				
Tax :	13% HST				15,787.83	
Total:		**121,444.84**			**15,787.83**	**137,232.67**

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

AgMedica Bioscience Inc.

Summary of Professional Fees to January 17, 2020

Name	Position	Hours	Rate	Fees
Alex Morrison	Senior Vice President/ Partner	9.0	770	6,930.00
Karen Fung	Vice President/ Senior Manager	61.0	585	35,685.00
Jason Marley	Vice President/ Senior Manager	44.0	585	25,740.00
Greg McDonald	Manager	41.0	410	16,810.00
Ashley Chiu	Manager	20.0	410	8,200.00
Kathleen Delicaet	Manager	64.0	410	26,240.00
Marie Jackson	Paraprofessional	0.5	275	137.50
Subtotal		**239.5**		**$ 119,742.50**

Disbursements

Transportation, Meals, Hotels, Design Charges		1,702.34
Total Disbursements	$	**1,702.34**
Total Time	$	119,742.50
HST @ 13%		15,787.83
Total Invoice	**$**	**137,232.67**

Person	Date	Hours	Description
Alex Morrison	13-Jan-20	1.5	CBRE reporting letter; call with R. Kennedy re SISP; Arms tool lien letter; update on Surplus litigation sale; review EDF contract; conference call with TGF / AgMedica Management review; target list; call with Stikemans and TGF re EDF
Alex Morrison	14-Jan-20	0.5	update on taxes; SISP update with Karen
Alex Morrison	15-Jan-20	2.5	weekly DIP lender cash flow report; call with Jason and Karen re CIM update; EDF/Integrus emails; call with Alrd & Berlis re excess lights sale; review draft newspaper SISP notice; coordinate meeting with the Katz Group
Alex Morrison	16-Jan-20	1.5	form 4 contact; conference call with AgMedica/Karen re target list of SISP; review final SISP newspaper advertisement; drft Monitor Report; call with TGF re SISP and excess lights sales
Alex Morrison	17-Jan-20	3.0	review Teaser; call with Trevor/Peter re SISP; email from Katz group; Greg re: cash flow reports; meeting with the KAtz Group/Deutons/TGF; call with
Alex Morrison Total		9.0	
Ashley Chiu	13-Jan-20	8.0	Site tour and management meeting
Ashley Chiu	16-Jan-20	8.0	SISP and regulatory map, teaser detail review
Ashley Chiu	17-Jan-20	4.0	regulatory and SISP map and follow up comments
Ashley Chiu Total		20.0	
Greg McDonald	13-Jan-20	9.3	Reconcile Cash Accounts, DIP Variance Analysis Preparation; Approve Payments & Track Payments; Calls with Suppliers to resolve payment issues.
Greg McDonald	14-Jan-20	12.1	DIP Cash Flow Budget; DIP Variance Analysis Preparation; Approve Payments & Track Payments; Calls with Suppliers to resolve paymentissues.
Greg McDonald	15-Jan-20	7.7	DIP Cash Flow Budget; DIP Variance Analysis Preparation; Approve Payments & Track Payments; Calls with Suppliers to resolve paymentissues.
Greg McDonald	16-Jan-20	6.7	Approve & Track Payments; Calls with Suppliers to resolve payment issues; Calls and Emails with Suppliers to resolve outstanding issues
Greg McDonald	17-Jan-20	5.2	Approve & Track Payments; Calls with Suppliers to resolve payment issues; Calls and Emails with Suppliers to resolve outstanding issues
Greg McDonald Total		41.0	
Jason Marley	11-Jan-20	2.0	Document Review / Question Prep
Jason Marley	12-Jan-20	1.0	CIM Slide Review
Jason Marley	13-Jan-20	8.0	On-site management meetings
Jason Marley	13-Jan-20	8.0	Train & travel to and from Chatham
Jason Marley	14-Jan-20	2.5	Investment Highlights
Jason Marley	14-Jan-20	1.0	Process / Review of Documents
Jason Marley	14-Jan-20	0.5	Call with Bill Demers and Robin Chen
Jason Marley	15-Jan-20	5.0	Teaser Drafting / CIM Drafting
Jason Marley	15-Jan-20	0.5	Call with Alex and Karen
Jason Marley	15-Jan-20	4.0	Teaser drafting and review
Jason Marley	16-Jan-20	1.0	Known Bidder Review / Email
Jason Marley	16-Jan-20	4.5	CIM Review
Jason Marley	17-Jan-20	3.0	Teaser Finalization
Jason Marley	17-Jan-20	3.0	CIM review
Jason Marley Total		44.0	
Karen Fung	6-Jan-20	12.1	Call re: London Property Sale, Call re: CIM and Data room requests with AGM, Weekly update call w/AGM, TGF, creating potential creditors list, reaching out to resources re: potential bidders, disbursement review and PO approvals; discussion re: sales transactions, variance analysis
Karen Fung	7-Jan-20	8.7	Updating the Potential Bidders list, Disbursement and PO Review, setting up dataroom, e re: BCLC, Weekly DIP Budget, vendor negotiations; sales forecast review; CIM support
Karen Fung	8-Jan-20	12.1	CIM and potential bidder list prep, Discuss w/AGM re: Excise Duty, DIP Lender weekly reporting, Notice to Disclaim, Disbursement and PO review, review of light sales agreement
Karen Fung	13-Jan-20	9.4	Mtg w/AGM re: CIM docs and prep w/ M&A team, disbursement and PO review. discussion/ Management re: sales, ops and hr; creditor inquiries and responses, ag: disclaiming lease, FS questions, notices to disclaim, weekly call, waterfall of non-core asset sales; surplus lights aps review, weekly update call w/tgf and agm
Karen Fung	14-Jan-20	4.9	e_w DIP lender, creditor negotiations, potential bidder list, Disbursement and PO review and approval, cancelling contracts, response to BC. cash flow review for DIP Lender reporting
Karen Fung	15-Jan-20	9.8	IT solutions discussion w/ AGM, SISP Newspaper notice, Monitor's report, Teaser review

Person	Date	Hours	Description
Karen Fung	16-Jan-20	2.4	review and prep for teaser disbursement, list of potential bidders, Sales discussion, creditor negotiations,
Karen Fung	17-Jan-20	1.6	Wellworth disclaimer, Bidder tracker
Karen Fung Total		61.0	
Kathleen Delicaet	11-Jan-20	6.0	Starting drafting the CIM with items that were currently available in the dataroom
Kathleen Delicaet	12-Jan-20	9.0	Continued drafting confidential information memorandum with items that were currently available in the dataroom
Kathleen Delicaet	13-Jan-20	12.0	Attended full day meetings in Chatham, Ontario with management. Travelled from Toronto to Chatham. Reviewed model provided by the company and documents in the dataroom prior to arrival.
Kathleen Delicaet	14-Jan-20	10.0	Continued to draft CIM with new documents added to the dataroom and read through documents provided. Assisted with drafting an initial version of the teaser. Held discussion with AgMedica on financial forecast revisions to be implemented.
Kathleen Delicaet	15-Jan-20	11.0	Continued to draft CIM with new documents added to the dataroom
Kathleen Delicaet	16-Jan-20	12.0	Continued to draft CIM with new documents added to the dataroom
Kathleen Delicaet	17-Jan-20	4.0	Continued to draft CIM with new documents added to the dataroom. Assisted with the teaser.
Kathleen Delicaet Total		64.0	
Marie Jackson	17-Jan-20	0.5	Retrieve calls & emails update log & or respond as required.
Marie Jackson Total		0.5	
Grand Total		239.5	

EY

Account	Activity Name	Date	Amount	Description	Long Text
Train	General	13-Jan-20	12.00		
Train	General	13-Jan-20	270.00		
Train	General	13-Jan-20	217.80		
Train	General	13-Jan-20	12.00		
Train	General	13-Jan-20	- 340.20		
Air Transportation (Airfare) Total			171.60		
Greg McDonald	General	14-Jan-20	220.01	Ground Transportation	
Greg McDonald	General	14-Jan-20	560.96	Hotel	
Greg McDonald	General	14-Jan-20	294.49	Meals - Partially Tax Deductible	Dinner out of town for Greg McDonald (5 days) and Karen Fung (2 Days)Expense receipts attached. One receipt was misplaced; included screenshot of bank statement in it's place.
Greg McDonald Total			1,075.46		
Jason Marley	General	13-Jan-20	360.02	Ground Transportation	Train ticket to AgMedica Management Meetings
Jason Marley	General	13-Jan-20	13.39	Ground Transportation	Taxi from Union Station
Jason Marley	General	13-Jan-20	13.39	Ground Transportation	Taxi to Union Station
Jason Marley Total			386.80		
Recharges - Creative Dsgn Svcs	AgMedica Monitor - T&E	17-Jan-20	68.48	Recharges - Creative Dsgn Svcs	
Recharges - Creative Dsgn Svcs Total			68.48		
Grand Total			1,702.34		

EY

Ernst & Young Inc.
Toronto, ON

Invoice

AgMedica Bioscience Inc
229 St Clair St Suite 208
Chatham, ON N7L 3J4
Canada

Invoice No.: CA12C500004728
Please include this number with payment

Invoice Date:	February 21, 2020
Due Date:	Upon receipt
Client No.:	0011921966
Engagement No.:	E-65461559

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

For professional services rendered for week ended January 24, 2020.

	Net	Tax	Rate	Tax Amount	CAD Total
Fee	78,163.50	HST	13 %	10,161.26	88,324.76
Expenses	41.64	HST	13 %	5.41	47.05
	78,205.14			**10,166.67**	**88,371.81**
Invoice summary	**78,205.14**				
Tax : 13% HST				10,166.67	
Total:	**78,205.14**			**10,166.67**	**88,371.81**

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

Ernst & Young Inc.
Toronto, ON

Invoice

AgMedica Bioscience Inc
229 St Clair St Suite 208
Chatham, ON N7L 3J4
Canada

Invoice No.: CA12C500004743
Please include this number with payment

Invoice Date:	February 27, 2020
Due Date:	Upon receipt
Client No.:	0011921966
Engagement No.:	E-65461559

Remit To:
P.O. Box 57104, Postal Station A
Toronto, Ontario M5W 5M5
A/R Queries:
EYCanadaInvoiceInquiry@ca.ey.com

For services rendered to week ended January 31, 2020.

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		67,348.50	HST	13 %	8,755.31	76,103.81
Expenses		2,275.14	HST	13 %	295.77	2,570.91
		69,623.64			**9,051.08**	**78,674.72**
Invoice summary		**69,623.64**				
Tax :	13% HST				9,051.08	
Total:		**69,623.64**			**9,051.08**	**78,674.72**

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Electronic payment instructions:
Send direct and pay to: Bank of Montreal, International Banking, H.O. Montreal, SWIFT BIC Address BOFMCAM2, Ernst & Young LLP, 6 King Street West, Toronto, Ontario, Canada, M5H 1C3.

Wire transfer instructions: Transit #2411 Account #24111000237. Reference the name and address of remitter, invoice number and engagement number.

Electronic fund transfer instructions: Bank ID: 0001 Transit# 24112 Account# 1000237. To ensure accurate allocation of funds, please email gss.canadaaccountsreceivable@xe02.ey.com and include amount paid, invoice number and company name.

AgMedica Bioscience Inc.

Summary of Professional Fees to January 31, 2020

Name	Position	Hours	Rate	Fees
Alex Morrison	Senior Vice President/ Partner	5.0	770	3,850.00
Karen Fung	Vice President/ Senior Manager	32.9	585	19,246.50
Jason Marley	Vice President/ Senior Manager	26.0	585	15,210.00
Greg McDonald	Manager	40.2	410	16,482.00
Kathleen Delicaet	Manager	30.5	410	12,505.00
Marites Carandang	Paraprofessional	0.2	275	55.00
	Subtotal	**134.8**		**$ 67,348.50**

Disbursements

Transportation, Hotels		2,275.14
Total Disbursements	**$**	**2,275.14**
Total Time	$	67,348.50
HST @ 13%		9,051.07
Total Invoice	**$**	**78,674.71**

EY

AgMedica Monitor (E-65473196)
WIP Time Details

Person	Date	Hours	Description
Alex Morrison	27-Jan-20	3.5	call from CRA; 830 Richmond Street draft order; draft fourth erport of the Monitor; court hearing re surplus lights; call with Trevor re non-care real estate; draft CIM; call with R. Kennedy; McCarthy's comments on draft claims procedure order and affidavit;contract repudiations; letter from OGS/Blakes to the Monitor; weekly update call with AgMedica and TGF
Alex Morrison	28-Jan-20	0.5	call with Trevor re SISP/review draft real estate offers/Fourth Monitor's Report
Alex Morrison	31-Jan-20	1.0	updates on real estate sales/updates on the SISP process.
Alex Morrison Total		5.0	
Greg McDonald	27-Jan-20	8.0	Reconcile Cash Accounts, DIP Variance Analysis Preparation; Approve Payments & Track Payments; Calls with Suppliers to resolve payment issues.
Greg McDonald	28-Jan-20	10.6	DIP Cash Flow Budget; DIP Variance Analysis Preparation; Approve Payments & Track Payments; Calls with Suppliers to resolve paymentissues; Execute SISP Process
Greg McDonald	29-Jan-20	9.4	DIP Cash Flow Budget; DIP Variance Analysis Preparation; Approve Payments & Track Payments; Calls with Suppliers to resolve payment issues.
Greg McDonald	30-Jan-20	8.2	DIP Cash Flow Budget; DIP Variance Analysis Preparation; Approve Payments & Track Payments; Calls with Suppliers to resolve paymentissues; Execute SISP Process
Greg McDonald	31-Jan-20	4.0	Approve & Track Payments; Calls with Suppliers to resolve payment issues; Calls and Emails with Suppliers to resolve outstanding issues; Execute SISP Process (NDA's, tracking, etc.)
Greg McDonald Total		40.2	
Jason Marley	25-Jan-20	2.0	CIM Review / Buyer Contact
Jason Marley	26-Jan-20	1.0	Buyer Contact / Call with Bill Demers
Jason Marley	27-Jan-20	1.0	Buyer Emails / Stock Horse Response
Jason Marley	27-Jan-20	3.0	CIM Finalization
Jason Marley	28-Jan-20	1.0	Buyers / Emails
Jason Marley	28-Jan-20	2.0	Data Room
Jason Marley	28-Jan-20	2.5	CIM Comments / FInalization
Jason Marley	29-Jan-20	3.5	CIM Review / Calls with Management
Jason Marley	30-Jan-20	1.0	CIM Call with Management
Jason Marley	30-Jan-20	3.0	CIM Finalizing
Jason Marley	30-Jan-20	2.0	Data Room
Jason Marley	31-Jan-20	2.0	CIM
Jason Marley	31-Jan-20	2.0	Data Room
Jason Marley Total		26.0	
Karen Fung	26-Jan-20	4.3	e_re:none-core properties e_TGF,E_B. Demers re: lights, e_SISP potential bidders, drafting monitors report
Karen Fung	27-Jan-20	11.8	HS electric discussions, draft Monitor's report for claims procedure, weekly update, SISP e_w/potential bidders, tracking, disbursement and PO approval,daily issues,
Karen Fung	28-Jan-20	7.8	Review of Monitor's report, disbursements & PO Review , cash flow reporting, mtg w/AGM re: edibles, call w_DIP Lender, e_w SISP Potential Bidders
Karen Fung	29-Jan-20	3.0	SISP, HR, Cash flow reporting
Karen Fung	30-Jan-20	4.3	CIM review, DIP cash flow transfer, HSE Proposal, cash disbusrements & PO review, dailiy issues,
Karen Fung	31-Jan-20	1.7	SISP e_and tracking
Karen Fung Total		32.9	
Kathleen Delicaet	25-Jan-20	1.5	Updated and revised CIM for comments from internal reviewers and the client
Kathleen Delicaet	27-Jan-20	8.0	Updated and revised CIM for comments from internal reviewers and the client
Kathleen Delicaet	28-Jan-20	8.0	Meetings with the client to discuss changes to document
Kathleen Delicaet	29-Jan-20	7.0	Updated and revised CIM for comments from internal reviewers and the client
Kathleen Delicaet	30-Jan-20	5.0	Updated and revised CIM for comments from internal reviewers and the
Kathleen Delicaet	31-Jan-20	1.0	Meetings with the client to discuss changes to document
Kathleen Delicaet Total		30.5	
Marites Carandang	29-Jan-20	0.1	Call RBC re:c incoming wire, update Karen
Marites Carandang	31-Jan-20	0.1	Call to RBC re: incoming wire, update Karen
Marites Carandang Total		0.2	
Grand Total		**134.8**	

EY

Account	Date	Amount	Description	Long Text
Greg McDonald	28-Jan-20	23.27	Ground Transportation	Transport to get to rental car location
Greg McDonald	28-Jan-20	1,803.96	Hotel	Hotel Rooms for Karen Fung and Greg McDonald
Greg McDonald	28-Jan-20	447.91	Ground Transportation	Car Rental for January 17 week and January 24
Greg McDonald Total		**2,275.14**		
Grand Total		**2,275.14**		

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

Court File No: CV-19-612116-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF AGMEDICA BIOSCIENCE INC. et. al.
Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

AFFIDAVIT OF ALEX MORRISON
(SWORN MARCH 4, 2020)

McCarthy Tétrault LLP
Toronto Dominion Bank Tower
Suite 5300, Box 48
Toronto, ON M5K 1E6
Fax: 416-868-0673

James D. Gage LSO#: 34676I
Tel: 416-601-7539
Email: jgage@mccarthy.ca

Trevor Courtis LSO#: 67715A
Tel: 416-601-7643
Email: tcourtis@mccarthy.ca

Lawyers for the Monitor

DOC#: 20161254

APPENDIX “G”

Fee Affidavit of James D. Gage

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**")

AFFIDAVIT OF JAMES D. GAGE
(sworn March 4, 2020)

I, **JAMES D. GAGE**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a lawyer qualified to practice law in the Province of Ontario and a partner with McCarthy Tétrault LLP ("**McCarthy's**"), lawyers for Ernst & Young Inc. in its capacity as the monitor of the Applicants in their proceedings under the *Companies' Creditors Arrangement Act* (the "**Monitor**"). As such, I have knowledge of the matters hereinafter deposed to.

2. This affidavit is made in support of a motion for, among other things, the approval of the fees and disbursements of the Monitor and its counsel for the period from November 30, 2019 to January 31, 2020 (the "**Fee Period**"). This affidavit is filed in conjunction with the Monitor's Sixth Report, dated March 4, 2019.

3. The total amount claimed by McCarthy's for the Fee Period (exclusive of HST) is $55,442.50, which includes fees of $55,139.00 and disbursements of $303.50.

4. Attached and marked as **Exhibit "A"** to this Affidavit is (i) a schedule summarizing all invoices rendered by McCarthy's during the Fee Period, including the fees, disbursements, and total fees charged in each invoice (the "**Accounts**"), and (ii) a chart summarizing the respective years of call, hours billed and billing rates of each lawyer at McCarthy's who acted for the Monitor during the Fee Period.

5. True copies of the McCarthy's Accounts for the Fee Period are attached hereto at **Exhibit "B"**.

6. The Accounts and summary charts disclose in detail the name of each person who rendered services, the dates on which the services were rendered, the time spent each day, the rate charged and the total charges for fees, disbursements and taxes.

7. The hourly billing rates charged in the Accounts are comparable to the hourly rates charged by McCarthy's for services rendered in similar proceedings.

8. To the best of my knowledge and given the nature of this proceeding, I believe that the hours and rates in the attached Accounts are reasonable and comparable to other firms in Toronto for work of this nature.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, This 4th day of March, 2020	)
A Commissioner for Taking Affidavits	) JAMES D. GAGE

Court File No. 19-CV-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**")

Summary of McCarthy Tetrault LLP Fees and Disbursements as Counsel for Ernst & Young Inc., Monitor of the Applicants

Invoice	Period	Fees	Disb	HST	Sub-Total
3128894	For the period ending December 31, 2019	$20,393.00	$26.50	$2,654.54	$23,074.04
3133462	For the period ending January 31, 2020	$34,746.00	$277.00	$4,553.00	$39,576.00
TOTAL		**$55,139.00**	**$303.50**	**$7,207.54**	**$62,650.04**

Counsel Engaged	Call to the Bar	2019 Rate	2020 Rate	Hours Billed
James D. Gage	1993	$ 1,135.00	$ 1,190.00	11.5
Tzen-Yi Goh	2002	$ 845.00	$ 880.00	6.0
Trevor Courtis	2015	$ 660.00	$ 710.00	46.7
Alexander Steele	2018	$ 470.00	$ 560.00	1.5
Danny McMullen	2016	$ 300.00	$ 300.00	6.9
Law Clerks				
Michelle Birmingham		$ 240.00	$ 250.00	4.80
Jaskirt McDonald		n/a	$ 250.00	0.40
		Total Hours Billed:		77.80

This is Exhibit A referred to in the affidavit of James D. Gage sworn before me, this 4th day of March 20 20

A COMMISSIONER FOR TAKING AFFIDAVITS

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

mccarthy tetrault

December 31, 2019

This is Exhibit B referred to in the affidavit of James D. Gage sworn before me, this 4th day of March 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

Attention: Alex F. Morrison
Sr. Vice President

Ernst & Young Inc.
100 Adelaide Street West
31st, Floor
Toronto, ON M5H 0B3

Ernst & Young Inc.
Reference: AgMedica CCAA Proceedings
027042-527882
Invoice No: 3128894

Dear Sir/Madam:

We enclose our invoice for services rendered to December 31, 2019, with respect to the above file. If you have any questions or concerns, please contact the billing lawyer set out below.

Yours truly,

McCarthy Tétrault LLP

Contact: James Gage
Phone: 416-601-7539

Encl.

mccarthy tetrault

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Ernst & Young Inc.
100 Adelaide Street West
31st, Floor
Toronto, ON M5H 0B3

Invoice No:	3128894
GST/HST Reg. No:	116532839
Date:	December 31, 2019

Attention: Alex F. Morrison
Sr. Vice President

Ernst & Young Inc.
Reference: AgMedica CCAA Proceedings
027042-527882

For Professional Services Rendered for the period ending December 31, 2019

OUR FEES				$ 20,393.00
Disbursements	Non-Taxable	$	0.00	
	Taxable		26.50	26.50
				$ 20,419.50
HST (ON)	Fees	$	2,651.09	
	Disbursements		3.45	2,654.54
TOTAL DUE ON ABOVE-NOTED MATTER				$ 23,074.04

PLEASE NOTE THIS ACCOUNT IS PAYABLE IN CANADIAN DOLLARS.

Direct Deposit or Wire Transfer Instructions – Bank Information – TD Canada Trust, 55 King Street West, Toronto, Ontario M5K 1A2, Canada, Bank: 004, Transit Number: 10202, Acct No.: 5307124, Swift Code TDOMCATTTOR. Please also fax 416-868-0673 or email TOR-AR@mccarthy.ca with payment details indicating invoice number(s), our client matter number and the lawyers name.

Terms: Invoice payable upon receipt. Interest charged on any unpaid balance at a rate of 1.30% per annum calculated 30 days from invoice date. Any charges not posted to your account by the date of this invoice will be billed at a later date.

3128894B

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FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
01/12/19	TAC	2.00	Reviewing affidavit and draft orders; corresponding with J. Gage; reviewing draft monitor's report and DIP term sheet.
01/12/19	JDG	1.60	Emails with EY and TGF regarding initial application and monitor report; reviewing draft application materials and providing comments to TGF team; reviewing DIP term sheet and providing comments to A. Morrison; reviewing draft monitor report and related emails; telephone call with R. Kennedy regarding DIP loan; giving instructions to T. Courtis.
02/12/19	JDG	0.80	Reviewing court materials; telephone conversations and emails with A. Morrison; giving instructions to T. Courtis regarding court hearing; further emails regarding initial order and next steps.
02/12/19	TAC	4.00	Prepared for and attended application for CCAA initial order.
06/12/19	JDG	0.20	Discussion with A. Morrison regarding status of DIP financing, operations generally and next steps.
09/12/19	JDG	1.50	Reviewing DIP proposal from Stabilis and considering possible changes; reading correspondence from counsel for Philipp; reviewing prior motion materials (relating to secured creditors, properties and existing security); emails and telephone conversation with A. Morrison regarding possibility of further DIP solicitation process to address objections from secured creditors if not resolved consensually.
10/12/19	JDG	0.90	Emails with TGF and monitor regarding DIP, security matters and other issues throughout the day; reviewing and providing comments on draft DIP term sheet.
10/12/19	TAC	1.00	Reviewed Stabilis DIP term sheet; drafted monitor's report.
10/12/19	TZG	0.50	Review mortgage; email correspondence with J. Gage re mortgage and security review.
11/12/19	TAC	3.00	Drafting, revising and serving first monitor report; telephone conversations with A. Morrison.
12/12/19	TAC	2.00	Attended comeback hearing.
12/12/19	JDG	0.20	Discussion with T. Courtis in preparation for court hearing.
16/12/19	JDG	0.40	Reviewing draft DIP loan agreement and providing comments to A. Morrison; emails with working group.
17/12/19	JDG	0.60	Briefly reviewing available security documentation and giving instructions to T. Courtis and T. Goh regarding security review for monitor report in relation to sale of non-core properties; emails regarding DIP loan agreement.
17/12/19	TZG	0.30	Email correspondence with J. Gage re security review; instruct D. McMullen re security review.
19/12/19	TZG	0.40	Telephone conversation with D. McMullen and J. Gage re security review.

FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
23/12/19	TAC	0.70	Reviewing SISP.
25/12/19	TAC	1.50	Drafting monitor's report.
30/12/19	TAC	0.50	Revising monitor's report to incorporate comments from EY and TGF.
30/12/19	DJM	4.10	Commencing review of AgMedica security documents to confirm completeness of documents provided, perfection of security and drafting preliminary security review chart.
31/12/19	DJM	1.40	Finalizing review of AgMedica loan documents and finalizing preliminary security review chart; delivery of chart and e-mail to Tzen-yi Goh for review and discussion.
31/12/19	TAC	1.50	Further revising monitor's report to incorporate additional comments; reviewed motion record; arranged for service and filing of monitor's report.

FEE SUMMARY

Timekeeper Name	Hours	Hourly Rate	Total Hourly Fees
Gage, James	6.20	1,135.00	$ 7,037.00
Goh, Tzen-Yi	1.20	845.00	1,014.00
Courtis, Trevor	16.20	660.00	10,692.00
McMullen, Danny	5.50	300.00	1,650.00
	29.10		$ 20,393.00

DISBURSEMENT DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Amount	Description
09/12/19	PRNT	0.25	Copies
09/12/19	PRNT	3.25	Copies
09/12/19	PRNT	0.25	Copies
09/12/19	PRNT	2.25	Copies
09/12/19	PRNT	8.00	Copies
09/12/19	PRNT	5.25	Copies
09/12/19	PRNT	0.25	Copies
09/12/19	PRNT	5.75	Copies
09/12/19	PRNT	1.00	Copies
09/12/19	PRNT	0.25	Copies

DISBURSEMENT SUMMARY

Taxable Y/N	Description	Total Cost
Y	Copies	$ 26.50

DISBURSEMENT SUMMARY

Taxable Y/N	Description	Total Cost
	Total Disbursements	$ 26.50

mccarthy tetrault

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100 Adelaide Street West
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Toronto, ON M5H 0B3

Invoice No:	3128894
GST/HST Reg. No:	116532839
Date:	December 31, 2019

Attention: Alex F. Morrison
Sr. Vice President

Ernst & Young Inc.
Reference: AgMedica CCAA Proceedings
027042-527882

For Professional Services Rendered for the period ending December 31, 2019

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Disbursements	Non-Taxable	$	0.00		
	Taxable		26.50		26.50
				$	20,419.50
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	Disbursements		3.45		2,654.54
TOTAL DUE ON ABOVE-NOTED MATTER				$	23,074.04

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FILE COPY

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mccarthy tetrault

February 24, 2020

Attention: Alex F. Morrison
Sr. Vice President

Ernst & Young Inc.
100 Adelaide Street West
31st, Floor
Toronto, ON M5H 0B3

Ernst & Young Inc.
Reference: AgMedica CCAA Proceedings
027042-527882
Invoice No: 3133462

Dear Sir/Madam:

We enclose our invoice for services rendered to January 31, 2020, with respect to the above file. If you have any questions or concerns, please contact the billing lawyer set out below.

Yours truly,

McCarthy Tétrault LLP

Contact: James Gage
Phone: 416-601-7539

Encl.

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100 Adelaide Street West
31st, Floor
Toronto, ON M5H 0B3

Invoice No:	3133462
GST/HST Reg. No:	116532839
Date:	February 24, 2020

Attention: Alex F. Morrison
Sr. Vice President

Ernst & Young Inc.
Reference: AgMedica CCAA Proceedings
027042-527882

For Professional Services Rendered for the period ending January 31, 2020

OUR FEES				$	34,746.00
Disbursements	Non-Taxable	$	0.00		
	Taxable		277.00		277.00
				$	35,023.00
HST (ON)	Fees	$	4,516.98		
	Disbursements		36.02		4,553.00
TOTAL DUE ON ABOVE-NOTED MATTER				$	39,576.00

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3133462B

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FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
03/01/20	TAC	2.00	Preparing for and attending SISP approval hearing.
06/01/20	TAC	3.80	Reviewing Guspro lease agreement; reviewing related real property documents; corresponding with J. Gage; research on enforceability of rights of first refusal and options to purchase.
06/01/20	MB	0.60	Obtained copies of parcel registers for property in Chatham-Kent for T. Courtis; email same to T. Courtis; search of VuMap to locate PINs for each property.
06/01/20	JDG	0.20	Emails regarding Chatham property and ROFR issues.
07/01/20	JDG	0.50	Meeting with T. Courtis to discuss preliminary analysis of Guspro lease and related rights; giving instructions to T. Courtis regarding next steps.
07/01/20	TZG	1.20	Email correspondence with D. McMullen re security review; email correspondence with T. Courtis and J. Gage re Guspro lease.
07/01/20	MB	0.30	Obtained copy of parcel register for T. Courtis; email same.
07/01/20	TAC	5.70	Meeting with J. Gage; reviewing relevant documents; research on enforceability of rights of first refusal and options to purchase.
08/01/20	TAC	1.80	Research on enforceability of ROFRs and options to purchase; meeting with J. Gage to discuss issue.
08/01/20	TZG	0.50	Discussion with J. Gage and T. Courtis re option to purchase; discussion with D. Grandilli re option to purchase.
08/01/20	JDG	0.60	Reviewing Guspro lease, property search and related materials; considering issues; discussion with T. Courtis; discussion with T. Goh; note to Monitor.
09/01/20	JDG	0.10	Emails with Monitor regarding Guspro lease, opinion and ROFR.
10/01/20	JDG	0.50	Discussion with T. Courtis; reviewing materials; emails with Monitor.
10/01/20	TAC	0.50	Reviewing information provided by the company regarding 566 Riverview; meeting with J. Gage.
13/01/20	TAC	1.90	Requesting and summarizing parcel registers for 510/566 Riverview; corresponding with J. Gage and A. Morrison.
13/01/20	MB	0.40	Obtained copies of parcel registers with deleted items for T. Courtis.
13/01/20	JDG	0.20	Emails and discussion regarding real estate matters.
13/01/20	TZG	2.10	Email correspondence with D. McMullen re security review; email correspondence with T. Courtis re Guspro lease.
13/01/20	HAJ	0.40	Obtain and review parcel registers and instruments; review and attend to correspondence with T. Goh.
14/01/20	DJM	1.10	Review of additional title and security documents to update preliminary security review chart; delivery of chart and summary email to J. Gage

FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
			and T. Goh.
14/01/20	TZG	0.60	Email correspondence with T. Courtis re Guspro lease.
14/01/20	TAC	1.10	Emails with T. Goh regarding 566 Riverview option; reviewing letter from EDF counsel; reviewing APS for London property; emails with J. Gage.
15/01/20	TAC	0.60	Meeting with J. Gage; telephone conversation with R. Kennedy regarding Guspro lease.
15/01/20	MB	2.50	Email from T. Goh to ascertain what lands encompassed 566 Riverview Drive in 2011; telephone discussion with Chatham tax department; telephone discussion with MPAC; submit online request re same; obtained copies of parcel registers for both 566 and 510 Riverview Drive; obtained copies of transfers; review parcel registers and transfers; discuss same with senior clerk; discussion with T. Goh re same; further conversation with Chatham tax department re creation of municipal address, 510 Riverview Drive; email to T. Goh advising same.
15/01/20	TZG	0.30	Discussion with M. Birmingham re 566 Riverview.
15/01/20	JDG	0.50	Meeting with T. Courtis regarding offer to purchase London property, priorities and lease in respect of Chatham property, security review, sale process and related matters; call with company counsel; emails with working group and reviewing materials and analysis.
16/01/20	JDG	0.20	Reviewing draft monitor report; reviewing draft teaser; emails with working group.
16/01/20	TAC	1.70	Revising monitor's report regarding lights sale agreement; telephone conversation with K. Fung; reviewing teaser.
17/01/20	MB	0.50	Email to MPAC requesting historial information re 566 Riverview Drive, Chatham; emails to and from Chatham re sewer response.
20/01/20	MB	0.50	Prepare MPAC online historial property search request; email same to MPAC.
20/01/20	TAC	3.50	Corresponding with D. McMullen and J. Gage regarding security review; research on Planning Act issue; drafting memo; reviewing draft approval and vesting order.
20/01/20	JDG	0.50	Telephone call with A. Morrison regarding SISP; reviewing preliminary materials relating to security review, and emails with working group; giving instructions to T. Courtis regarding security review and analysis of option and lease.
21/01/20	JDG	0.20	Emails with Monitor regarding SISP contact list; briefly reviewing draft court materials for sale.
21/01/20	TAC	2.40	Drafted memo regarding enforceability of Guspro right of first refusal and option to purchase; revising Monitor's report.
22/01/20	TAC	0.40	Service and filing of Monitor's report re light sale.

FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
23/01/20	TAC	1.50	Reviewing and revising claims procedure order; corresponding with O. Gaffney.
24/01/20	TAC	0.10	Reviewing claims procedure order.
24/01/20	TZG	0.10	Email correspondence with T. Courtis re Guspro lease.
26/01/20	TAC	0.40	Reviewing and commenting on court materials.
27/01/20	AS6	1.50	Prepare for and attend hearing regarding asset sale.
28/01/20	DJM	0.30	Conference call with T. Courtis to discuss existing security review and diligence and next steps with respect to drafting of security opinion.
28/01/20	JDG	1.60	Reviewing draft analysis of Guspro lease, ROFR and option; providing comments to T. Courtis and further analysis to complete; reviewing correspondence from shareholder; reviewing draft Monitor report and providing comments; reviewing appraisal for Chatham facility.
28/01/20	TAC	2.70	Drafting and revising Monitor's report; telephone conversation with D. McMullen regarding security review; meeting with J. Gage regarding memo on option to purchase.
29/01/20	TAC	0.40	Revising Monitor's report; serving and filing.
31/01/20	JDG	0.20	Reading correspondence from counsel to Guspro; email with Monitor and working group.

FEE SUMMARY

Timekeeper Name	Hours	Hourly Rate	Total Hourly Fees
Gage, James	5.30	1,190.00	$ 6,307.00
Goh, Tzen-Yi	4.80	880.00	4,224.00
Courtis, Trevor	30.50	710.00	21,655.00
Steele, Alexander	1.50	560.00	840.00
Birmingham, Michelle	4.80	250.00	1,200.00
Mcdonald, Jaskirt	0.40	250.00	100.00
McMullen, Danny	1.40	300.00	420.00
	48.70		$ 34,746.00

DISBURSEMENT DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Amount	Description
02/01/20		0.25	Copies
06/01/20	MB	67.40	Teraview Services / Name Searches VENDOR: Teranet Inc.; INVOICE#: 01122020; DATE: 01/12/20 - Teranet INV Jan 06 to Jan 12 2020
07/01/20	MB	1.10	Teraview Services / Name Searches VENDOR: Teranet Inc.; INVOICE#: 01122020; DATE: 01/12/20 - Teranet INV Jan 06 to Jan 12 2020
13/01/20	HAJ	143.20	Teraview Services / Name Searches VENDOR: Teranet Inc.; INVOICE#: 20200118; DATE: 01/18/20 - Searches Jan 12 - 18 2020
15/01/20	MB	48.80	Teraview Services / Name Searches VENDOR: Teranet Inc.; INVOICE#: 20200118; DATE: 01/18/20 - Searches Jan 12 - 18 2020
22/01/20	PRNT	3.00	Print Room Binding Supplies and Assembly DPRINTIN
22/01/20	PRNT	2.00	Copies
22/01/20	PRNT	3.50	Copies
27/01/20	JDG	2.50	Copies
27/01/20	JDG	5.25	Copies

DISBURSEMENT SUMMARY

Taxable Y/N	Description		Total Cost
Y	Copies	$	13.50
Y	Print Room Binding Supplies and Assembly		3.00
Y	Teraview Services / Name Searches		260.50
	Total Disbursements	$	277.00

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Invoice No:	3133462
GST/HST Reg. No:	116532839
Date:	February 24, 2020

Attention: Alex F. Morrison
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Reference: AgMedica CCAA Proceedings
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FILE COPY

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

Court File No: CV-19-612116-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF AGMEDICA BIOSCIENCE INC. et. al.
Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

AFFIDAVIT OF JAMES D. GAGE
(SWORN MARCH 4, 2020)

McCarthy Tétrault LLP
Toronto Dominion Bank Tower
Suite 5300, Box 48
Toronto, ON M5K 1E6
Fax: (416) 868-0673

James D. Gage LSO#: 34676I
Tel: 416-601-7539
Email: jgage@mccarthy.ca

Trevor Courtis LSO#: 67715A
Tel: 416-601-7643
email: tcourtis@mccarthy.ca

Lawyers for the Monitor

DOC#: 20161209