

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.**

Applicants

MOTION RECORD

December 6, 2019

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

Rebecca L. Kennedy (LSO# 61146S)

Email: rkennedy@tgf.ca

Owen Gaffney (LSO# 75017B)

Email: ogaffney@tgf.ca

Adam Driedger (LSO# 77296F)

Email: adriedger@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicants

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.

Applicants

INDEX

Tab	Document
1	Notice of Motion dated December 6, 2019
2	Affidavit of Trevor Henry sworn December 6, 2019
A	Initial Order of Mr. Justice Hainey dated December 2, 2019
B	Listing Agreement with CBRE in respect of 715 Richmond
C	Listing Agreement with CBRE in respect of 650 Riverview
D	Listing Agreement with CBRE in respect of the London Property
E	Updated Cash Flow Forecast
3	Affidavit of Trevor Henry sworn December 1, 2019
A	Copies of the corporate registry searches for the Applicants
B	Organizational chart of the Applicants
C	Health Canada Cannabis License effective October 21, 2019

D	Health Canada Medical Sales License effective August 2, 2019
E	AgMedica's Interim Financial Statements for period ending June 30, 2019
F	AgMedica's Annual Financial Statements
G	Stone Quest Loan Agreement dated April 26, 2019
H	First Charge/Mortgage and General Assignment of Rents and Leases in favour of Stone Quest dated May 13, 2019
I	General Security Agreement from AgMedica granted in favour of Stone Quest dated May 7, 2019
J	General Security Agreement from 2472602 Ontario Inc. granted in favour of Stone Quest dated May 7, 2019
K	Stabilis Loan Agreement dated May 31, 2019
L	Demand Debentures in favour of Stabilis dated May 31, 2019
M	Corporate Guaranty from AgMedica granted in favour of Stabilis dated May 31, 2019
N	Philipp Loan Agreement dated October 23, 2019
O	General Security Agreement from AgMedica in favour of Philipp dated October 23, 2019
P	Guarantee from 2472602 Ontario Inc. granted in favour of Philipp dated October 30, 2019
Q	Guarantee from certain of AgMedica's directors in favour of Philipp
R	Stone Quest Subordination and Postponement Agreement in favour of Philipp dated October 23, 2019
S	PIN searches with respect to the Real Property
T	PPSA registration searches with respect to the Applicants
U	Redacted Convertible Debenture dated April 17, 2018
V	Redacted Promissory Note dated February 25, 2019
W	Redacted Promissory Note dated November 26, 2019
X	Muskoka Grown Limited's Statement of Claim dated September 6, 2019
Y	AgMedica's Statement of Defence dated October 8, 2019
Z	13 week cash flow forecast of AgMedica for the week ending November 29, 2019 to the week ending February 21, 2020
AA	DIP Facility Agreement with Hillmount Capital Inc. dated November 29, 2019

BB	Consent of Ernst & Young, the Proposed Monitor dated December 2, 2019
4	Draft Amended and Restated Initial Order
5	Blackline of Amended and Restated Initial Order against Model Initial Order
6	Draft Non-Core Real Estate Order

TAB 1

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**”)

Applicants

NOTICE OF MOTION

**(Re: Amended and Restated Initial Order and Sale of Non-Core Assets)
(Returnable December 12, 2019)**

The Applicants will make a motion to Mr. Justice McEwen presiding over the Commercial List on December 12, 2019, at 10:00 a.m. (EST), or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING:

This motion is to be heard orally.

THIS MOTION IS FOR:

1. An Amended and Restated Initial Order (the “**Amended and Restated Initial Order**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) substantially in the form attached at Tab 4 to the Applicants' motion record

(the “**Motion Record**”) amending the Initial Order dated December 2, 2019 (the “**Initial Order**”) to, *inter alia*:

- (a) expand the powers granted to each of the Applicants and Ernst & Young Inc., in its capacity as the court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”), in the Initial Order to coordinate, effect and complete a restructuring of their business and operations including, *inter alia*, the authority to file a plan of compromise or arrangement; and
 - (b) increase the following charges over the property of the Applicants granted in the Initial Order:
 - (i) the Administration Charge to \$500,000;
 - (ii) the Directors’ Charge to \$900,000; and
 - (iii) the DIP Lender’s Charge to the principal amount of \$7,500,000; and
2. an Order (the “**Non-Core Real Estate Order**”) substantially in the form attached at Tab 6 to the Motion Record approving, *inter alia*, the retention of CBRE Limited (“**CBRE**”) by the Applicants and to market and sell the Non-Core Real Estate (as defined below); and
3. Such further relief as this Court deems just.

THE GROUNDS FOR THIS MOTION ARE:

Capitalized Terms

4. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Affidavit of Trevor Henry sworn December 1, 2019.

Overview

5. AgMedica Bioscience Inc. (“**AgMedica**”), the primary applicant, is a private company that was incorporated under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended, and maintains its registered head office in Chatham-Kent, Ontario. AgMedica is a licensed producer of cannabis and cannabis products regulated by the *Cannabis Act* (the “**Act**”) and the *Cannabis Regulations* (the “**Regulations**”), whose principal activities are the production, distribution, and sale of dried cannabis flower, pre-rolled cannabis joints, cannabis soft gel capsules, and cannabis oil (collectively, the “**Cannabis Products**”);
6. the other Applicants are either wholly-owned subsidiaries of AgMedica or entities whose voting shares AgMedica controls and through which AgMedica, among other things, beneficially owns real and intellectual property;
7. AgMedica holds a cannabis license from Health Canada (the “**License**”) in accordance with the Act and Regulations in respect its indoor production and distribution facility located in Chatham-Kent, Ontario (the “**Riverview Facility**”);
8. AgMedica also obtained a medical sales license from Health Canada, pursuant to which AgMedica may undertake certain customer care activities at its head office;
9. AgMedica has approximately 160 full-time employees, most of whom are located in Chatham-Kent, Ontario. Agmedica is an important employer in the Chetham-Kent region. None of AgMedica’s employees are unionized or otherwise party to a collective agreement in connection with their employment with AgMedica. AgMedica does not sponsor, administer, or otherwise have any registered or unregistered pension plan for its employees;

10. AgMedica and its subsidiaries are debtor companies to which the CCAA applies with total claims against them in excess of \$5 million;

Extension of the Stay of Proceedings

11. these CCAA proceedings (the “**CCAA Proceedings**”) have been commenced as a result of the Applicants’ current financial circumstances, which have resulted in a short-term liquidity shortfall;
12. as a result of changing market sentiments towards the cannabis industry, a planned initial public offering (the “**IPO**”) did not transpire. AgMedica was also in talks to secure a substantial debt financing package as an alternative to the IPO; however, the potential lender in that transaction similarly withdrew due to the prevailing market conditions in the cannabis space;
13. in the time since AgMedica’s financing efforts fell through, it has taken numerous steps to generate the cash required to fund its ongoing operations, including: (i) downsizing its workforce, (ii) securing several small bridge loans, (iii) listing some of its real property assets for sale, and (iv) pursuing alternate means of financing. However, it became clear that such efforts would not be completed before the Applicants exhausted their cash reserves;
14. AgMedica secured interim debtor-in-possession financing (the “**DIP Financing**”) to provide it with sufficient liquidity to operate through the CCAA Proceedings, which was approved on December 2, 2019 to finance AgMedica through an initial interim period;
15. the Applicants require the protection afforded by the CCAA to (i) facilitate the DIP Financing; (ii) provide the Applicants with the stability required to run a sales and

investment solicitation process; and (iii) restructure their balance sheet and operations with a view to either a sale or refinancing of their business. Together, this will allow the Applicants to preserve and maximize the value of their business for the benefit of the Applicants' secured creditors and other stakeholders;

16. it is necessary and in the best interest of the Applicants and their stakeholders that the Applicants be afforded the protection provided by the CCAA as they attempt to restructure and/or sell their business;

Court Ordered Charges

17. certain priority charges are required in order to obtain the DIP Financing, ensure the continued cooperation of the Applicants' directors and officers, and secure the professional services required to complete the CCAA Proceedings. Without these charges, it is unlikely that the beneficiaries thereof would assume the risks associated with the CCAA Proceedings;
18. as the charges were initially granted to protect only what was reasonably necessary to continue to operate during the initial ten day period, the increased charges are required to adequately protect the professionals, directors and officers for what may accrue in the ordinary course billing or payment cycles;

Non-Core Real Property Sales Process

19. as part of their restructuring strategy, the Applicants are seeking the approval of this Court to sell its real property assets (the "**Non-Core Real Estate**"), which does not include the Riverview Facility and accordingly does not affect the Applicants' restructuring strategy

of expanding production capacity and reducing input costs with respect to the production of Cannabis Products at the Riverview Facility;

20. the Applicants, with the assistance of CBRE and the Monitor, intend to run a robust sales process with respect to the Non-Core Real Estate in order to maximize value for the Applicants and their stakeholders;
21. the Applicants intend to return to Court for the approval of a sale and investment solicitation process with respect to the core business as soon as possible;

Other Grounds

22. the provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;
23. Rules 2.03, 3.02, 16 and 37, among others, of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
24. such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

25. The Affidavit of Trevor Henry sworn December 1, 2019;
26. the Affidavit of Trevor Henry sworn December 6, 2019;
27. the First Report of the Monitor, to be filed; and
28. such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

December 6, 2019

Thornton Grout Finnigan LLP

100 Wellington Street West

Suite 3200

TD West Tower, Toronto-Dominion Centre

Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)

Email: rkennedy@tgf.ca

Owen Gaffney (LSO# 75017B)

Email: ogaffney@tgf.ca

Adam Driedger (LSO# 77296F)

Email: adriedger@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicants

TO: SERVICE LIST

Schedule “A”**SERVICE LIST**

Court File No.:

**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.**

APPLICANTS

**SERVICE LIST
(as at December 6, 2019)**

THORNTON GROUT FINNIGAN LLP Barristers and Solicitors 3200-100 Wellington Street West P.O. Box 329, West Tower, T-D Centre Toronto, ON M5K 1K7 Rebecca L. Kennedy (LSO# 61146S) Tel: 416-304-0603 Email: rkennedy@tgf.ca Owen Gaffney (LSO# 75017B) Tel: 416-304-1109 Email: ogaffney@tgf.ca Adam Driedger (LSO# 77296F) Tel: 416-304-1152 Email: adriedger@tgf.ca Fax: 416-304-1313 Lawyers for the Applicants	ERNST & YOUNG 100 Adelaide Street West Toronto ON M5H 0B3 Tel: 416-864-1234 Alex Morrison Email: alex.f.morrison@ca.ey.com Karen Fung Email: karen.l.fung@ca.ey.com Monitor
MCCARTHY TETRAULT 66 Wellington Street West, Suite 5300 Toronto, ON M5K 1E6 Fax: 416-868-0673 James D. Gage (LSO# 34676I) Tel: 416-601-7539 Email: jgage@mccarthy.ca Trevor Curtis (LSO# 67715A) Tel: 416-601-7643 Email: tcourtis@mccarthy.ca Lawyers for the Monitor	DEPARTMENT OF JUSTICE CANADA 3400-130 King Street, West Toronto, ON M5X 1K6 Diane Winters Tel: 416-973-3172 Email: diane.winters@justice.gc.ca Rakhee Bhandari Tel: 416-952-8563 Email: Rakhee.bhandari@justice.gc.ca

MINISTRY OF FINANCE (ONTARIO) Legal Services Branch 777 Bay Street, 11th Floor Toronto, ON M5G 2C8 Kevin O'Hara Tel: 416-327-8463 Email: kevin.ohara@ontario.ca	BORDEN LADNER GERVAIS LLP 22 Adelaide Street West, Suite 3400 Toronto, ON, M5H 4E3 Alex MacFarlane (LSO# 281133Q) Tel: (416) 367-6305 Email: AMacFarlane@blg.com Lawyers for SF Bridge III LP
KATHLEEN GLYNN PHILIPP Via del Pilastri 25, 2nd Floor Firenze, Tuscany 50121 Italy David Hall Tel: +353 83-136-1489 Email: david.hall@philipp-fo.com	LOOPSTRA NIXON LLP 135 Queens Plate Drive, Suite 600 Toronto, ON, M9W 6V7 R. Graham Phoenix (LSO# 52650N) Tel: (416) 748-4776 Email: gphoenix@loonix.com Lawyers for Stone Quest Capital Corp.
DENTONS CANADA LLP 20th Floor – 250 Howe Street Vancouver, BC, V6C 3R8 John Sandrelli (LSO# 32444J) Tel: (604) 691-6452 Email: john.sandrelli@dentons.com Lawyers for DAK Capital Inc.	BLAKE, CASSELS & GRAYDON LLP 199 Bay St – Suite 4000 Toronto, ON, M5L 1A9 Chris Burr (LSO# 55172H) Tel: (416) 863-3261 Email: chris.burr@blakes.com Lawyers for OGS Canada
FOGLER, RUBINOFF LLP 77 King Street West, Suite 3000 Toronto, ON, M5K 1G8 Vern DaRe (LSO# 32591E) Tel: (416) 941-8842 Email: vdare@foglers.com Lawyers for Hillmount Capital Inc.	

E-MAIL SERVICE LIST

rkennedy@tgf.ca; ogaffney@tgf.ca; adriedger@tgf.ca; alex.f.morrison@ca.ey.com;
karen.l.fung@ca.ey.com; jgage@mccarthy.ca; tcourtis@mccarthy.ca;
diane.winters@justice.gc.ca; Rakhee.bhandari@justice.gc.ca; kevin.ohara@ontario.ca;
AMacFarlane@blg.com; david.hall@philipp-fo.com; gphoenix@loonix.com;
john.sandrelli@dentons.com; chris.burr@blakes.com; vdare@foglers.com

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

NOTICE OF MOTION

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

Rebecca L. Kennedy (LSO# 61146S)

Email: rkennedy@tgf.ca

Owen Gaffney (LSO# 75017B)

Email: ogaffney@tgf.ca

Adam Driedger (LSO# 77296F)

Email: adriedger@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicants

TAB 2

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**”)

Applicants

AFFIDAVIT OF TREVOR HENRY
(Sworn December 6, 2019)

I, Trevor Henry, of the Municipality of Chatham-Kent, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the Chief Executive Officer of AgMedica Bioscience Inc. (“**AgMedica**”). As one of the founders of AgMedica, I have been with the company since 2014. I have served as its CEO since 2018.

2. In addition, I have been a licensed Doctor of Veterinary Medicine in good standing for over twenty-seven (27) years, and was the president and founding member of the Chatham-Kent Veterinary Professional Corporation.

3. As AgMedica's CEO, my primary responsibilities include managing the overall operations and resources of the company, making major corporate decisions, and acting as the main point of contact between the board of directors and the corporate operations team.

4. As such, I have knowledge of the matters hereinafter deposed to, save where I have obtained information from others. Where I have obtained information from others, I have stated the source of that information and believe it to be true.

5. All capitalized terms used herein and not otherwise defined have the meanings set forth in my Affidavit sworn December 1, 2019, in support of the Initial Order (the "**Initial Affidavit**").

6. This affidavit is sworn in support of a motion for:

(a) an Order amending and restating the Initial Order (the "**Amended and Restated Initial Order**") that, among other things:

(i) extends the Stay Period until March 12, 2020;

(ii) increases the Administration Charge from \$250,000 to \$500,000;

(iii) increases the DIP Charge from \$1,000,000 to \$7,500,000;

(iv) increases the Directors' Charge from \$250,000 to \$900,000; and

(v) approves the sales process with respect to the Applicants' Non-Core Real Property (defined below);

7. AgMedica, the primary Applicant, is a licensed producer of cannabis in accordance with the *Cannabis Act* (the "**Act**") and the *Cannabis Regulations* (the "**Regulations**"). The principal

activities of AgMedica are the production, distribution, and sale of dried cannabis flower, pre-rolled cannabis joints, cannabis softgel capsules, and cannabis oil (collectively, the “**Cannabis Products**”).

8. As further described in my Initial Affidavit, AgMedica, along with its Subsidiaries, (collectively, the “**Applicants**”) are currently in a liquidity crisis.

9. As a result of their liquidity crisis, the Applicants sought the protections afforded under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, (the “**CCAA**”) in order to, among other things: (i) maintain going concern value and the *status quo* of their operations; (ii) preserve jobs for their employees; and (iii) obtain debtor-in-possession financing (“**DIP Financing**”) to provide the Applicants with sufficient breathing room in order to implement their restructuring strategy.

10. On December 2, 2019 (the “**Filing Date**”), the Applicants were granted creditor protection under the CCAA pursuant to the Initial Order. A copy of the Initial Order is attached hereto as **Exhibit “A”**.

11. Pursuant to the Initial Order, Ernst & Young Inc. (the “**Monitor**”) was appointed as Monitor of the Applicants in these CCAA proceedings. In accordance with the terms of the Initial Order, parties affected thereby are entitled to object to the provisions of the Initial Order on the Comeback Motion scheduled to be heard by Mr. Justice McEwen on December 12, 2019.

12. The Initial Order provides for a court-ordered stay of proceedings (the “**Stay of Proceedings**”), which expires on December 12, 2019.

II. ACTIVITIES SINCE THE INITIAL ORDER

13. The Applicants have continued carrying on business in the ordinary course since the Filing Date. I have been advised that the Monitor will provide an update on its activities since the Filing Date in the First Report of the Monitor (the “**First Report**”), which will be filed in connection with this Motion.

III. Non-Core Real Property Sales Process

14. As part of their restructuring strategy, the Applicants seek the approval of this Court to sell the Real Property, with the exception of the Riverview Facility (the “**Non-Core Real Property**”), with the assistance of the Monitor.

15. Selling the Non-Core Real Property is in the best interests of the Applicants and their stakeholders generally. Doing so will generate liquidity while simultaneously deleveraging the business. A key component of the Applicants’ operational restructuring strategy is to focus their efforts on expanding production capacity and reducing input costs with respect to the production of Cannabis Products at the Riverview Facility. The Non-Core Real Estate does not factor into this strategy.

16. I am advised by counsel that the Monitor is of the view that selling the Non-Core Real Property is in the best interests of the Applicants and their stakeholders.

17. In November 2019, the Applicants entered into various Listing Agreements (each, a “**Listing Agreement**” and collectively, the “**Listing Agreements**”) with CBRE Limited (“**CBRE**”) in respect of certain of the Non-Core Real Property. Copies of the Listing Agreements are attached hereto as **Exhibits “B” to “D”**.

18. The Applicants, with the assistance of CBRE and the Monitor, intend to run a robust sales process with respect to the Non-Core Real Property in order to maximize value for the Applicants and their stakeholders. CBRE has advised that there is considerable preliminary market interest in the Non-Core Real Property.

19. The Applicants have already received multiple offers with respect to the Non-Core Real Property that will be reviewed by the Monitor. In addition, the Applicants have signed an APS with respect to 830 Richmond, which is the only Non-Core Real Property that was listed without the assistance of CBRE. The Applicants hope to return as soon as possible to have these sales approved by the Court.

20. Beyond the sale of the Non-Core Real Property, the Applicants continue to work on the business plan for their proposed restructuring. The Applicants intend to return as soon as possible to seek Court approval of a Sale and Investment Solicitation Process (“SISP”).

IV. AMENDED AND RESTATED INITIAL ORDER

A. Stay Extension

21. The Applicants seek an extension of the Stay Period until March 12, 2020.

22. The Applicants, with the assistance of the Monitor, have prepared a forecast of the projected cash flows (the “**Cash Flow Forecast**”), which demonstrates that, if the DIP Charge is approved, the Applicants will have sufficient liquidity to operate their business and meet their obligations during the proposed extension of the Stay of Proceedings. A copy of the Cash Flow Forecast is attached hereto as **Exhibit “E”**.

23. Extending the Stay Period is required in order to allow the Applicants to continue to operate in the ordinary course while implementing their restructuring plan. The Applicants have acted in good faith and with due diligence during the course of its CCAA proceedings since the Filing Date.

B. Administration Charge

24. In order to secure the fees and disbursements incurred in connection with services rendered to AgMedica both before and after the Filing Date by counsel to the Applicants, the Monitor, and counsel to the Monitor, the Applicants seek to increase the Administration Charge from \$250,000 to \$500,000.

25. It is contemplated that each of the aforementioned parties: (i) will have extensive involvement during the CCAA proceedings; (ii) have contributed and will continue to contribute to the restructuring of the Applicants; and (iii) will ensure there is no unnecessary duplication of roles among the parties.

26. I am advised by counsel that the Monitor believes that the proposed quantum of the Administration Charge is reasonable and appropriate in light of the Applicants' CCAA proceedings and the services provided and to be provided by the beneficiaries of the Administration Charge.

C. DIP Charge

27. The Applicants seek to increase the DIP Charge from \$1,000,000 to \$7,500,000.

28. The Applicants' access to the DIP Facility is conditional upon the provision of an order of this Court, among other things, approving a DIP Charge in the amount of \$7,500,000. With

AgMedica's internal cash resources exhausted, the Applicants require Court approval of the DIP Charge in order to access the DIP Facility, which will allow the Applicants to maintain the *status quo*, preserve the value of their business, and implement their restructuring strategy for the benefit of all the Applicants' stakeholders.

29. The Applicants and the Monitor, with reference to the Cash Flow Forecast, worked together to determine the proposed quantum of the DIP Charge. I have been advised by counsel that the Monitor is of the view that the DIP Charge is appropriate and limited to what is reasonably necessary in the circumstances.

D. Directors' Charge

30. The Applicants seek to increase the Directors' Charge from \$250,000 to \$900,000.

31. To ensure the ongoing stability of AgMedica's business during these CCAA proceedings, the Applicants require the continued participation of their directors and officers who manage the business and commercial activities of the Applicants.

32. There is a concern that certain directors and officers of the Applicants may discontinue their services during this restructuring unless the proposed Amended and Restated Initial Order increases the Directors' Charge to secure the Applicants' indemnity obligations to the directors and officers that may arise post-filing in respect of potential personal statutory liabilities.

33. The Applicants maintain directors' and officers' liability insurance (the "**D&O Insurance**") for their directors and officers. The current D&O Insurance policy provides a total of \$2,000,000 in coverage. The Directors' Charge protects the Applicants' directors and officers against obligations and liabilities they may incur after the Filing Date, except to the extent that the

obligation or liability is incurred as a result of the director's or officer's gross negligence or wilful misconduct.

34. The Applicants worked with the Monitor in determining the proposed quantum of the Directors' Charge and believe that the Directors' Charge is reasonable and appropriate in the circumstances.

35. Although the D&O Insurance is available, the directors and officers of the Applicants do not know whether the insurance providers will seek to deny any coverage on the basis that the D&O Insurance does not cover a particular claim or that coverage limits have been exhausted. The Applicants may not have sufficient funds to satisfy any contractual indemnities to the directors and officers should the directors or officers need to call upon those indemnities. It is proposed that the Directors' Charge will only be engaged if the D&O Insurance fails to respond to a claim.

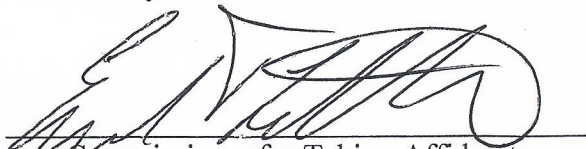
V. FORM OF ORDER

36. The Applicants seek an Amended and Restated Initial Order under the CCAA in accordance with the recent amendments to the CCAA.

VI. CONCLUSION

37. This affidavit is sworn in support of the Applicants' motion seeking the Amended and Restated Initial Order and for no improper purpose.

SWORN before me at the Municipality of
Chatham-Kent, in the Province of Ontario,
this 6th day of December 2019.



Commissioner for Taking Affidavits

A NOTARY PUBLIC
(ONTARIO) CANADA



TREVOR HENRY

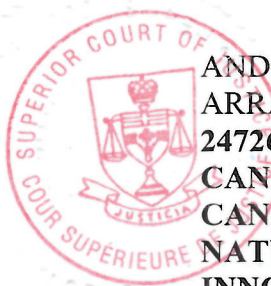
EXHIBIT “A”

CV-19-00632052-000
Court File No. 19-CV-

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MISTER	)	MONDAY, THE 2 nd
	)	
JUSTICE HAINEY	)	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")

INITIAL ORDER

THIS APPLICATION, made by the Applicants, 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 affidavit of Trevor Henry sworn Sunday, December 1, 2019 and the Exhibits thereto, and on being advised that Stone Quest Capital Corp., SF V Bridge III, LP, and Kathleen Glynn Philipp, the secured creditors of the Applicants, were given notice, and on hearing the submissions of counsel for the Applicants and the DIP Lender, 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.

POSSESSION OF PROPERTY AND OPERATIONS

3. **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.

4. **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 any plan of arrangement or compromise filed by the Applicants under the CCAA with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. **THIS COURT ORDERS** that any of the Applicants' existing depository and disbursement banks or credit unions (collectively, the "**Banks**") are 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.

6. **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.

7. **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.

8. **THIS COURT ORDERS** that, except as specifically permitted herein, and until the return of the comeback hearing, 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 any of the Applicants to any of their creditors as of this date unless critical to the preservation of the Business and consented to by the Monitor and consistent with the budget under the Commitment Letter (as defined below); (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.

9. **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 any of the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

10. **THIS COURT ORDERS** that until and including December 12, 2019, 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

11. **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

12. **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

13. **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

14. **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

15. **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 any 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

16. **THIS COURT ORDERS** that the Applicants shall indemnify their 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.

17. **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 \$^{250,000}~~500,000~~, as security for the indemnity provided in paragraph 16 of this Order. The Directors' Charge shall have the priority set out in paragraphs 34 and 36 herein.

18. **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 16 of this Order.

APPOINTMENT OF MONITOR

19. **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.

20. **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 of any 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 periodic basis to be agreed to 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 with the DIP Lender;
- (e) 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;

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

21. **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.

22. **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.

23. **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.

24. **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.

25. **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 associated with these proceedings that are reasonably necessary for the continued operation of the Business in the ordinary course during the Stay Period. 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.

26. **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.

27. **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 \$250,000, 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 34 and 36 hereof.

DIP FINANCING

28. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from Hillmount Capital Inc. (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 \$1,000,000 unless permitted by further Order of this Court.

29. **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 November 27, 2019 (the "**Commitment Letter**"), filed.

30. **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 its 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.

31. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (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 34 and 36 hereof.

32. **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 or 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.

33. **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 THE CHARGES CREATED BY THIS ORDER

34. **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 \$250,000);

Second – DIP Lender's Charge (to the maximum principal amount of \$1,000,000); and

Third – Directors' Charge (to the maximum amount of ~~\$500,000~~).

250,000



35. **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.

36. **THIS COURT ORDERS** that each of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (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.

37. **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 Directors' Charge, the Administration Charge or the DIP Lender's Charge, unless the Applicants also obtains 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.

38. **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 charges 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 Applicant, 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 it is 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 any of 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.

39. **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.

40. **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

41. **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.

42. **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>>’.

43. **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.

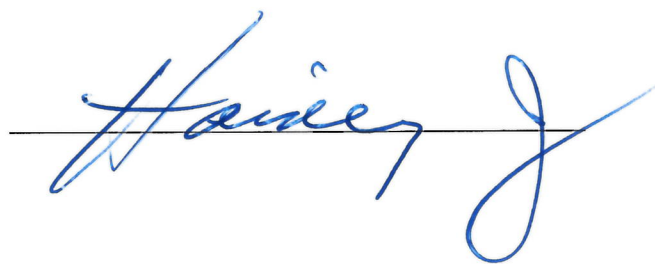
GENERAL

44. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties under this Order or in the interpretation or application of this Order.

45. **THIS COURT ORDERS** that the balance of the relief sought by the Applicants in the Notice of Application dated December 1, 2019, be and is hereby reserved to be heard by The Honourable Mr. Justice Hainey on December 12, 2019 or such other date as determined by this Court.

46. **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.

47. **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 in the *Land Titles Act* and/or the *and 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 A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

DEC 02 2019

PER / PAR:



Schedule "A"
Real Property

- (1) 566 Riverview Drive, Chatham-Kent, Ontario (PIN 005280115)
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.

CV-19-00632052-0001

Court File No. 19-CV-

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

INITIAL ORDER

Thornton Grout Finnigan LLP
100 Wellington Street West
Suite 3200

TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)

Email: rkennedy@tgf.ca

Owen Gaffney (LSO# 75017B)

Email: ogaffney@tgf.ca

Adam Driedger (LSO# 77296F)

Email: adriedger@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicants

EXHIBIT “B”



Form 520

for use in the Province of Ontario

Listing Agreement – Commercial

Seller Representation Agreement

Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive

EXCLUSIVE



BETWEEN:

BROKERAGE:

CBRE LIMITED, BROKERAGE

30-380 WELLINGTON STREET

(the "Listing Brokerage") Tel. No. (519) 673-6444

SELLER: 2472602 ONTARIO INC.

(the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 715 Richmond Street

Chatham

ON

N7M 5J5

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at 12:01 a.m. on the 16 day of November, 2019,

until 11:59 p.m. on the 30 day of November, 2020 (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.**



to offer the Property for sale at a price of:

Five Million One Hundred Seventy-Five Thousand

Dollars (\$CDN) 5,175,000.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

of 5 % of the sale price of the Property or See Schedule A

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of2..... % of the sale price of the Property or

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within120..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):





- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 9. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):




The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

(Does)

(Does/Not)

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.

16. SCHEDULE(S) A and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

(Authorized to bind the Listing Brokerage)

(Date)

(Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

2472602 ONTARIO INC.
(Name of Seller)

(Signature of Seller/Authorized Signing Officer)

(Seal)

(Date)

(Tel. No.)

(Signature of Seller/Authorized Signing Officer)

(Seal)

(Date)

(Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse)

(Seal)

(Date)

(Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record RANDY FISHER
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

(Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the day of, 20

(Signature of Seller) 2472602 ONTARIO INC.

(Date)

(Signature of Seller)

(Date)

**Form 523**

for use in the Province of Ontario

Schedule A**Listing Agreement – Commercial
Authority to Offer for Sale**

This Schedule is attached to and forms part of the Listing Agreement - Commercial Authority to Offer for Sale (Agreement) between:

BROKERAGE: CBRE LIMITED, BROKERAGE and**SELLER:** 2472602 ONTARIO INC.

for the property known as 715 Richmond Chatham

ON N7M 5J5 dated the 16th day of November 2019

The Seller shall have two (2) listing exclusions until Monday, December 2nd, 2019 in which there shall be a nominal commission of \$10,000 plus HST payable to CBRE Limited upon closing in the event the Seller has a bonafide and accepted conditional Agreement of Purchase and Sale with Steve Herber, SM Freight and/or Fred Nacierio anytime up to and including Monday, December 2nd, 2019. The Seller shall provide CBRE with a copy of the accepted Agreement of Purchase and Sale within this timeframe.

This form must be initialed by all parties to the Agreement.

INITIALS OF BROKERAGE:
INITIALS OF SELLER(S):


The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

COMMERCIAL DATA INPUT FORM



Mandatory Fields

Mandatory Fields* (with conditions)

LEGEND: Single picks ✓
Multi picks ✓✓

TRANSACTION TYPE:	☐ FOR LEASE Appendix AA	☒ FOR SALE	☐ SUB-LEASE Appendix AA
TRANSACTION SUB TYPE:	☒ BUILDING & LAND	☐ BUSINESS WITH BUILDING	
	☐ BUILDING ONLY	☐ LAND ONLY Appendix BB	
	☐ BUSINESS ONLY	☐ PART OF BUILDING	
WATERFRONT:	☐ YES ☒ NO		

MLS# _____ ALTERNATE / INTERBOARD MLS# _____

LOCATION

ROLL # 3 | 6 | 5 | 0 | 4 | 2 | 0 | 0 | 2 | 2 | 2 | 0 | 3 | 0 | 1 (15 Digits required) PIN # 0 | 0 | 5 | 2 | 8 | 0 | 0 | 0 | 6 (9 Digits required)

UNIT#: _____ STREET # 715 STREET / ISLAND NAME: Richmond STREET TYPE: Street

STREET DIR SUFFIX: ☐ N ☐ S ☐ E ☐ W FRONTING ON: ☒ N ☐ S ☐ E ☐ W ☐ NONE

TOWN / VILLAGE / CITY / MUNICIPALITY: Chatham POSTAL CODE: N7M 5J5

DIRECTION CROSS STREETS: _____ EXPOSURE: ☐ N ☐ S ☐ E ☐ W ☐ NW ☐ NE ☐ SW ☐ SE ☐ MULTI

LRO / MAJOR AREA: Kent MUNICIPALITY / DISTRICT: Chatham SUB DISTRICT: Chatham - SW

BUSINESS NAME: _____ BUILDING NAME: _____

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

TITLE / OWNERSHIP: ☐ CONDOMINIUM ☐ CO-OP / CO-OWNER ☐ FRACTIONAL ☐ LEASEHOLD / LEASED LAND
☐ LIFE LEASE ☐ TIMESHARE ☒ OTHER (See Remarks)

OCCUPANCY: ☐ OWNER ☐ OWNER & TENANT ☐ TENANT ☒ VACANT ZONING: M1-1323

SURVEY: ☐ YES ☒ NO SURVEY TYPE: ☐ AVAILABLE ☐ BOUNDARY ONLY ☐ NONE ☐ UP TO DATE SURVEY YEAR: _____

LOT SIZE: Frontage 500 Depth _____ ACREAGE: 9.18 LOT IRREGULARITIES: _____

LOT SHAPE: ☒ IRREGULAR ☐ PIE ☐ RECTANGULAR ☐ REVERSE PIE ☐ SQUARE LOT SIZE SOURCE: ☐ GEOWAREHOUSE ☐ MPAC ☐ SURVEY

PROPERTY SIZE: ☒ UNDER 0.5 ACRES ☐ 0.5 TO 0.99 ACRES ☐ 1 TO 2.99 ACRES ☒ 3 TO 9.99 ACRES ☐ 10 TO 24.99 ACRES ☐ 25 TO 49.99 ACRES
☐ 50 TO 74.99 ACRES ☐ 75 TO 99.99 ACRES ☐ OVER 100 ACRES ☐ ADDITIONAL LAND ☐ N/A

UNIT INFORMATION						
TYPE CODES: R = RETAIL O = OFFICE I = INDUSTRIAL W = WAREHOUSE RES = RESIDENTIAL UNITS OTH = OTHER						
TYPE CODE	UNIT NUMBER	NET RENTABLE AREA (SQ.FT.)	RATE FOR LEASE/LEASED	ADDITIONAL RENT	DATE LEASED	ADDITIONAL INFORMATION

DIRECTIONS: _____

AMOUNT / DATES

PRICE FREQUENCY: ☐ ANNUAL ☐ SEASONAL ☐ MONTHLY ☐ WEEKLY	PRICE MEASUREMENT TYPE: ☐ ACRE ☐ PLUS STOCK ☐ SQ. FT. ☐ OTHER	LEASE TYPE: ☐ NET ☐ GROSS ☐ SEMI GROSS ☐ OTHER
---	---	--

LIST / LEASE PRICE: \$ 5,175,000.00 ADDITIONAL RENT \$ _____ TOTAL OPERATING COST: ☒ C.A.M. ☐ T.M.I. ☐ T & O ☐ N/A ☐ OTHER

CONTRACT COMMENCEMENT: 11 / 14 / 19 EXPIRY DATE: 11 / 30 / 20
MO DAY YR MO DAY YR

POSSESSION: ☐ Flexible ☐ Immediate ☐ 1-29 Days ☐ 30-59 Days ☐ 60-89 Days ☐ 90+ Days ☐ Other POSSESSION DATE: _____ / _____ / _____
MO DAY YR

TAXES: \$ 95,275.34 TAX YEAR: 2018 ASSESSED VALUE: \$ _____ ASSESSED YEAR: _____ MONTHLY CONDO MAINT FEES: _____

SELLER / LANDLORD NAME: 2472602 ONTARIO INC.

SELLER / LANDLORD NAME: _____

SELLER / LANDLORD NAME: _____

SELLER / LANDLORD NAME: _____



jh

COMMERCIAL DATA INPUT FORM

GREEN PROPERTY INFORMATION

GREEN PROPERTY INFORMATION STATEMENT: ☐ YES ☐ NOENERGY CERTIFICATION: ☐ YES ☐ NOCERTIFICATION DATE: ____/____/____
MO DAY YR

CERTIFICATION LEVEL: _____

DETAILS

TYPE:	☐ AGRICULTURE	☐ HOSPITALITY	☐ INSTITUTIONAL	☐ MIXED	☐ OFFICE
	☐ BUSINESS	☒ INDUSTRIAL	☐ LAND	☐ MULTI FAMILY	☐ RETAIL

FOR REALTOR.CA: (only this selection will be sent to REALTOR.ca)

MAJOR BUSINESS TYPE: ☒		MINOR BUSINESS TYPE: ☒	
☐ ACCOMMODATIONS	☐ BED AND BREAKFAST ☐ BOARDING HOUSE	☐ COTTAGE / CABIN RENTAL ☐ HOTEL	☐ HOTEL / MOTEL ☐ INN (6 BEDROOMS PLUS) ☐ MOTEL
☐ ADMINISTRATIVE AND SUPPORT			
☐ ARTS AND ENTERTAINMENT	☐ CINEMA / THEATRE	☐ MUSIC	☐ NIGHT CLUB
☐ AUTOMOBILE	☐ AUTO BODY ☐ AUTOMOTIVE ☐ AUTO PARTS	☐ AUTO SALES ☐ AUTO SERVICE/REPAIRS	☐ AUTO WRECKERS ☐ CAR WASH ☐ REPAIR SHOP ☐ TRUCK GARAGE
☐ CONSTRUCTION	☐ BUILDING LOT / SUPPLIES	☐ CONSTRUCTION	☐ GRAVEL YARD ☐ LUMBER
☐ CONSULTING			
☐ EDUCATION SERVICES			
☐ FINANCE AND INSURANCE			
☐ FOOD SERVICE & BEVERAGES	☐ BAKERY ☐ BUTCHER SHOP ☐ CANDY SHOP ☐ CATERER	☐ COFFEE SHOP ☐ DONUT / COFFEE SHOP ☐ FROZEN FOODS ☐ GROCERY	☐ HEALTH FOODS ☐ MEAT PACKING ☐ NUT SHOP ☐ PASTRY SHOP ☐ PUB ☐ SEAFOOD SALES
☐ HEALTH CARE AND SOCIAL ASSISTANCE			
☐ HOSPITALITY			
☒ INDUSTRIAL	☐ FACTORY ☐ GENERAL INDUSTRIAL ☐ HEAVY INDUSTRIAL	☒ INDUSTRIAL ☐ INDUSTRIAL COMMERCIAL	☐ INDUSTRIAL HI TECH ☐ LIGHT INDUSTRIAL ☐ OUTSIDE STORAGE ☐ WAREHOUSE
☐ INFORMATION AND CULTURAL INDUSTRIES			
☐ INSTITUTIONAL	☐ DAY CARE ☐ HOSPITAL	☐ INSTITUTION ☐ NURSING HOME	☐ NURSING HOME / HOSPITAL ☐ RELIGIOUS ☐ RETIREMENT HOME ☐ SCHOOL
☐ MANUFACTURING	☐ MANUFACTURE / WAREHOUSE	☐ MANUFACTURE / WHOLESALE	☐ MANUFACTURING
☐ MINING AND OIL AND GAS			
☐ PERSONAL SERVICE	☐ AUCTION ☐ BARBER / BEAUTY SHOP ☐ BEAUTY SHOP	☐ BOOKKEEPING ☐ DATING SERVICE ☐ HAIRDRESSING SALON	☐ HEALTH CENTRE ☐ HEALTH CLUB ☐ MASSOTHERAPY ☐ PERSONAL CONSUMER SERVICE ☐ TAILOR SHOP ☐ TANNING SALON
☐ PROFESSIONAL, SCIENTIFIC AND HI TECH SERVICE	☐ HIGH TECHNOLOGY		
☐ REAL ESTATE			
☐ RECREATION	☐ BILLIARD ☐ BOWLING ALLEY ☐ CAMPGROUND	☐ GO CARTS ☐ GOLF COURSE	☐ MARINA ☐ MARINA/RESORT ☐ RECREATION ☐ SPORTS & RECREATION
☐ REMEDIATION SERVICES			
☐ RESIDENTIAL	☐ APARTMENTS ☐ LICENSED STUDENT DWELLING	☐ MOBILE HOME PARK ☐ OFFICE / RESIDENTIAL ☐ RESIDENTIAL	☐ RESIDENTIAL / COMMERCIAL ☐ RESIDENTIAL / COMMERCIAL / OFFICE ☐ SINGLE TENANT RENTAL ☐ TOWNHOUSE / ROW UNIT RENTAL
☐ RESORT	☐ MARINA / RESORT	☐ RESORT	☐ RESORT TOURIST ☐ TOURIST
☐ RESTAURANT	☐ BAR / TAVERN ☐ DELI ☐ FAST FOOD	☐ FISH & CHIPS ☐ HOTEL / TAVERN ☐ PIZZA SHOP	☐ RESTAURANT ☐ RESTAURANT / BANQUET ☐ RESTAURANT / BOWLING ☐ RESTAURANT / FAST FOOD ☐ RESTAURANT / PUB ☐ SUB SHOP
☐ RETAIL AND WHOLESALE	☐ ANTIQUES ☐ APPAREL ☐ APPLIANCE ☐ ARTS & CRAFTS ☐ AUDIO ☐ AUTOMOTIVE / AIRCRAFT ☐ BOAT SALES ☐ BOOK STORE ☐ BUSINESS ☐ CARDS / GIFTS ☐ CARPETING / RUGS ☐ CLOTHING STORE ☐ CONFECTIONARY ☐ COMPUTER STORE ☐ CONVENIENCE STORE ☐ CRAFT STORE ☐ DECORATING / SHOPS ☐ DEPARTMENT STORE	☐ DIVING SHOP ☐ DRUGS / COSMETICS ☐ DRY GOODS / FASHION ☐ ELECTRICAL ☐ ELECTRONIC STORE ☐ FARM EQUIPMENT ☐ FLORIST / GIFTS ☐ FOOD STORE ☐ FRAME SHOP ☐ FURNITURE / HOUSEHOLD ☐ GENERAL RETAIL ☐ GENERAL SALES / SERVICE ☐ GIFTS ☐ HARDWARE STORE ☐ HARDWARE / DECORATING ☐ ICE CREAM ☐ JEWELRY ☐ LAWN & GARDEN	☐ LAWN EQUIPMENT ☐ LINGERIE ☐ MARINA EQUIPMENT ☐ MOVING / TRUCKING ☐ MUSIC RETAIL ☐ NEWS / MAGAZINE ☐ OFFICE MACHINES ☐ OFFICE SUPPLIES ☐ OUTFITTER ☐ PAINT & WALLPAPER ☐ PET & SUPPLIES ☐ PHARMACY ☐ PHOTOGRAPHY ☐ PLANTS / NURSERIES ☐ PRINT SHOP ☐ RENT-ALL ☐ RETAIL & OFFICE ☐ RETAIL MISC. ☐ RETAIL / RESIDENTIAL ☐ RETAIL / OFFICE/RESIDENTIAL ☐ SALES / SERVICE ☐ SECURITY SYSTEMS ☐ SHOPPING CENTER ☐ SPECIALTY SHOP ☐ STATIONARY ☐ SPORTING GOODS ☐ STRIP MALL ☐ TELEVISION ☐ TOBACCO STORE ☐ VARIETY STORE ☐ VIDEO STORE ☐ WOOD SHOP ☐ WORKSHOP EQUIPMENT



COMMERCIAL DATA INPUT FORM

☐ SERVICE	☐ ACCOUNTING ☐ APPLIANCE SERVICE ☐ AUDIO SERVICE ☐ CARPENTRY ☐ CONTRACT MAINTENANCE	☐ DRY CLEANING / LAUNDRY ☐ ELECTRICAL SERVICE ☐ FURNITURE REPAIR ☐ GAS STATION HAULAGE ☐ KENNEL ☐ DRY CLEANING ☐ LAUNDROMAT	☐ MISCELLANEOUS SERVICES ☐ PARKING LOT ☐ PET GROOMING ☐ PLUMBING ☐ SHOE REPAIR ☐ LAUNDRY	☐ TAXI ☐ TELEVISION SERVICE / REPAIRS ☐ TRAVEL AGENCY ☐ WRAPPING ☐ SPECIALIZED RESIDENCE
☐ SPECIAL PURPOSE	☐ BANQUET HALL ☐ CONSULTANTS			
☐ TRANSPORTATION AND WAREHOUSING				
☐ UTILITIES				
☐ WASTE MANAGEMENT				
☐ OTHER	☐ DISTRIBUTION ROAD ☐ GENERAL COMMERCIAL	☐ MIXED- I C & I ☐ OFFICES	☐ OTHER	☐ PROFESSIONAL OFFICE(S)
☐ UNKNOWN				

EXTERIOR

FREESTANDING: ☐ YES ☐ NO ACCESSIBILITY ☐ YES ☐ NO 129,309 TOTAL SQ FT AVAILABLE MINIMUM DIVISIBLE MAXIMUM CONTIGUOUS TOTAL SQFT TOTAL AREA CODE: ☒ ☐ ACRES ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE % BUILDING: % USABLE: % RENTABLE: OFFICE / APT AREA: 5 OFFICE / APT AREA CODE: ☒ ☒ PERCENTAGE ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE INDUSTRIAL AREA: INDUSTRIAL AREA CODE: ☒ ☐ PERCENTAGE ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE RETAIL AREA: RETAIL AREA CODE: ☒ ☐ PERCENTAGE ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE MULTI FAMILY TOTAL UNITS # UTILITIES: ☒ ☐ AVAILABLE ☐ NO ☐ YES HYDRO: ☒ ☐ SINGLE PHASE ☐ THREE PHASE VOLTS: AMPS:	# OF FLOORS: # OF BAYS: BAY SIZE: LENGTH: FEET _____ INCHES _____ WIDTH: FEET _____ INCHES _____ CLEARANCE HEIGHT: 14'-28' SHIPPING DOOR TYPES: DBL MAN SHIP DOORS# HEIGHT: FEET _____ INCHES _____ WIDTH: FEET _____ INCHES _____ GRADE LEVEL SHIP DOORS# HEIGHT: FEET _____ INCHES _____ WIDTH: FEET _____ INCHES _____ TRUCK LEVEL SHIP DOORS# HEIGHT: FEET _____ INCHES _____ WIDTH: FEET _____ INCHES _____ WATER: ☒ ☐ CO-OPERATIVE ☒ MUNICIPAL ☐ MUNICIPAL - METERED ☐ WELL ☐ NONE ☐ OTHER (see remarks) WATER SUPPLY TYPE: ☒ ☐ ARTESIAN WELL ☐ BLASTED / FRACKED WELL ☐ BORED WELL ☐ CISTERN ☐ COMMUNITY WELL ☐ DRAIN BACK SYSTEM ☐ DRILLED WELL ☐ DUG WELL ☐ LAKE / RIVER ☐ SAND POINT WELL ☐ SHARED WELL ☐ SHORE WELL ☐ SPRING WELL ☐ UNKNOWN ☐ OTHER (see remarks)	SEWER / SEWAGE: ☒ ☐ AEROBIC ☐ GREY WASTE ☐ HOLDING TANK ☒ MUNICIPAL SEWERS ☐ outhouse ☐ PRIVATE ☐ SANITARY ☐ SEPTIC ☐ SHARED ☐ STORM ☐ NONE ☐ OTHER (see remarks) EXTERIOR FEATURES: ☒ ☐ BEACH ☐ CANOPY ☐ CONVEYOR ☐ DOCK HEIGHT LOADING ☐ DOCK / MOORING ☐ DOORS UNDER 10 FT ☐ DOORS 10 TO 15 FT ☐ DOORS 15 TO 20 FT ☐ FENCED - FULLY ☒ FENCED - PARTIALLY ☐ FISHING ☐ GAS PUMPS ☐ GRADE LOADING ☐ LANDSCAPED ☒ LEVELLERS ☐ LIGHTING ☐ INSIDE LOADING ☐ PAVED YARD ☐ POOL ☐ RAIL HEIGHT LOADING ☐ RECREATIONAL AREA ☐ SECURITY GATE ☐ SLOPING ☐ STORAGE BUILDINGS ☐ TENNIS COURT ☐ WATERFRONT LOADING ☐ WORKSHOP / STORAGE ☐ OTHER (see remarks) CONSTRUCTION: ☒ ☐ BLOCK ☐ BRICK ☐ CONCRETE ☐ PREFABRICATED ☐ STONE ☐ STEEL FRAME ☐ WOOD FRAME ☐ OTHER (see remarks) YEAR BUILT: 1972	RAIL: ☒ ☐ AVAILABLE ☐ NO ☐ YES CRANE: ☐ YES ☐ NO SOIL TEST: ☐ YES ☐ NO DATE SOIL TEST CONDUCTED: _____ / _____ / _____ MO DAY YR CONSTRUCTION AUDIT: ☐ YES ☐ NO ENVIRONMENTAL AUDIT: ☐ YES ☐ NO ENVIRONMENTAL: ☒ ☐ PHASE 1 ☐ PHASE 2 ☐ PHASE 3 SITE INFLUENCES: ☒ ☐ AIRPORT NEARBY ☐ AMPLE PARKING ☐ CLEARED ☐ CORNER SITE ☐ DOWNTOWN ☐ GREENBELT / CONSERVATION ☐ HIGH TRAFFIC AREA ☒ HIGHWAY ACCESS ☐ INDUSTRIAL MALL ☐ INDUSTRIAL PARK ☐ MAJOR ANCHOR ☐ MAJOR HIGHWAY EXPOSURE ☐ OPEN SPACES ☐ PLAYGROUND ☐ PUBLIC PARKING ☐ PUBLIC TRANSPORT ☐ REC / COMMUNITY CENTRE ☐ REGIONAL MALL ☐ REGISTERED MINERAL CLAIM ☐ SHOPPING NEARBY ☐ TIMBER RIGHTS ☐ TREED ☐ VISUAL EXPOSURE ☒ OTHER (see remarks) DRIVEWAY TYPE: ☒ ☐ ASPHALT ☐ CONCRETE ☐ GRAVEL ☐ INTERLOCK ☐ PAVER STONE ☐ NONE ☐ OTHER (see remarks)	DRIVEWAY/PARKING: ☒ ☐ BOULEVARD ☐ CIRCULAR ☐ FRONT YARD ☐ HEATED ☐ IN / OUT ☐ LANE / ALLEY ☐ MUTUAL / SHARED ☐ OUTSIDE / SURFACE ☐ PAY ☐ PLAZA ☐ PRIVATE SINGLE WIDE ☐ PRIVATE DOUBLE WIDE ☐ PRIVATE TRIPLE + WIDE ☐ PUBLIC ☐ RESERVED / ASSIGNED ☐ RIGHT OF WAY ☐ RV / TRUCK PARKING ☐ STREET PARKING ONLY ☐ SURFACE / OPEN ☐ TANDEM ☐ TRUCK YARD ☐ UNDERGROUND ☐ VALET ☐ VISITOR PARKING ☐ NONE ☐ OTHER (see remarks) GARAGE: ☐ YES ☐ NO # GARAGE SPACES* _____ GARAGE TYPE*: ☒ ☐ ATTACHED ☐ BUILT-IN ☐ CARPORT ☐ COVERED ☐ DETACHED ☐ DBL DETACHED ☐ HEATED ☐ INSIDE ENTRY ☐ UNDERGROUND ☐ NONE ☐ OTHER (see remarks) PARKING SPACES TOTAL: _____ # SHARED: _____ # DEDICATED: _____ # ONSITE: _____ # OFF SITE: _____ # TRAILER PARKING: _____ OUTDOOR STORAGE: ☐ YES ☐ NO
---	--	--	---	---



EXTERIOR (continued)

ACCESS: ✓✓ ☐ BOAT ACCESS ☐ COUNTY ROAD ☐ DEEDED WATER ACCESS ☐ FEES APPLY ☐ MARINA DOCKING ☐ MUNICIPAL ROAD ☐ PAVED ROAD ☐ PRIVATE DOCKING ☐ PRIVATE ROAD ☐ PROVINCIAL HIGHWAY ☐ PUBLIC DOCKING ☐ RESTRICTED WATERFRONT ☐ RIGHT OF WAY - NOT DEEDED ☐ RIGHT OF WAY - DEEDED ☐ SEASONAL ACCESS ☐ UNASSUMED ☐ UNOPENED ROAD ALLOWANCE ☐ YEAR ROUND ☐ NONE ☐ OTHER (see remarks)	RESTRICTIONS: ✓✓ ☐ ACCESSIBILITY ☐ CONSERVATION CONTROL ☐ EASEMENT ☐ ENCROACHMENTS ☐ ENVIRONMENT PROTECTED ☐ EXPROPRIATION ☐ FLOOD PLAIN ☐ HERITAGE ☐ LAND LEASE ☐ MUNICIPAL ☐ NIAGARA ESC. COMMISSION ☐ OAK RIDGES MORaine ☐ RIGHT OF WAY ☐ SUBDIVISION COVENANTS ☐ NONE ☐ OTHER (see remarks)	SERVICES: ✓✓ ☐ AT LOT LINE - GAS ☐ AT LOT LINE - MUNICIPAL SEWER ☐ AT LOT LINE - MUNICIPAL WATER ☐ AT LOT LINE - HYDRO ☐ CABLE ☐ CELL SERVICE ☐ ELECTRICITY ☐ FIBRE OPTICS ☐ GARBAGE / SANI COLLECTION ☐ INTERNET HIGH SPEED ☐ INTERNET OTHER ☐ OFF GRID ☐ NATURAL GAS ☐ PUBLIC TRANSIT ☐ RECYCLING PICKUP ☐ TELEPHONE ☐ SCHOOL BUS ROUTE ☐ STREET LIGHTS ☐ UNDERGROUND WIRING ☐ NONE ☐ OTHER (see remarks)	EXTERIOR FINISH: ✓✓ ☐ ALUMINUM SIDING ☐ BRICK ☐ BRICK VENEER ☐ CEDAR ☐ CONCRETE BLOCK ☐ INSULBRICK ☐ LOG ☐ MASONITE / COLOURLOCK ☐ SHINGLES ☐ STEEL ☐ STONE ☐ STUCCO ☐ VINYL SIDING ☐ WOOD ☐ NONE ☐ OTHER (see remarks)	ROOFING: ✓✓ ☐ ASPHALT ☐ CEDAR ☐ FIBERGLASS ☐ FLAT ☐ GREEN ☐ MEMBRANE ☐ METAL ☐ ROLLED ☐ SLATE ☐ SOLAR ☐ TAR & GRAVEL ☐ TILE ☐ NONE ☐ OTHER (see remarks)
--	--	--	--	---

INTERIOR

OFF: ✓ ☐ NO ☐ PARTIALLY REMOVED ☐ REMOVED ☐ YES BASEMENT: ☐ YES ☐ NO # OF WASHROOMS: _____ FLOORING: ✓✓ ☐ CARPET ☐ CARPET WALL TO WALL ☐ CERAMIC ☐ CONCRETE ☐ CORK ☐ ENGINEERED HWD ☐ FINISHED CONCRETE ☐ HARDWOOD ☐ HEAVY LOADING ☐ LAMINATE ☐ LINO / VINYL ☐ SLATE ☐ SOFTWOOD ☐ STEEL ☐ WOOD ☐ NONE ☐ OTHER (see remarks) ELEVATOR/ESCALATOR: ✓ ☐ ESCALATOR ☐ FREIGHT ☐ NONE ☐ PASSENGER ☐ PUBLIC	PRIMARY HEATING SOURCE: ✓✓ ☐ AIRTIGHT STOVE ☐ BASEBOARD ☐ COMBO FURNACE ☐ FIREPLACE - GAS ☐ FIREPLACE - WOOD ☐ FORCED AIR - ELECTRIC ☐ FORCED AIR - GAS ☐ FORCED AIR - OIL ☐ FORCED AIR - PROPANE ☐ FORCED AIR - WOOD ☐ FORCED AIR - WOOD / ELEC ☐ FORCED AIR - WOOD / OIL ☐ GEOTHERMAL ☐ HEAT PUMP ☐ HOT WATER - GAS ☐ HOT WATER - OIL ☐ HOT WATER - OTHER ☐ HOT WATER - PROPANE ☐ IN FLOOR ☐ NATURAL GAS ☐ OIL ☐ OUTDOOR FURNACE ☐ PELLET / CORN STOVE ☐ PROPANE ☐ RADIANT ☐ RADIATOR ☐ SOLAR ☐ SPACE HEATER ☒ UNIT HEATER ☐ WALL FURNACE ☐ WOOD ☐ WOODSTOVE ☐ NONE ☐ OTHER (see remarks)	SECONDARY HEATING SOURCE: ✓✓ ☐ AIRTIGHT STOVE ☐ BASEBOARD ☐ COMBO FURNACE ☐ FIREPLACE - GAS ☐ FIREPLACE - WOOD ☐ FORCED AIR - ELECTRIC ☐ FORCED AIR - GAS ☐ FORCED AIR - OIL ☐ FORCED AIR - PROPANE ☐ FORCED AIR - WOOD ☐ FORCED AIR - WOOD / ELEC ☐ FORCED AIR - WOOD / OIL ☐ GEOTHERMAL ☐ HEAT PUMP ☐ HOT WATER - GAS ☐ HOT WATER - OIL ☐ HOT WATER - OTHER ☐ HOT WATER - PROPANE ☐ IN FLOOR ☐ NATURAL GAS ☐ OIL ☐ OUTDOOR FURNACE ☐ PELLET / CORN STOVE ☐ PROPANE ☐ RADIANT ☐ RADIATOR ☐ SOLAR ☐ SPACE HEATER ☐ UNIT HEATER ☐ WALL FURNACE ☐ WOOD ☐ WOODSTOVE ☐ NONE ☐ OTHER (see remarks) ALTERNATIVE POWER: ✓✓ ☐ GENERATOR - WIRED ☐ MICROFIT ☐ SOLAR GROUND MOUNTS ☐ SOLAR POWER ☐ SOLAR ROOF MOUNTS ☐ TURBINES ☐ WIND POWER	INTERIOR FEATURES: ✓✓ ☐ BOARD ROOM ☐ BRICK & BEAM ☐ CEILING FANS ☐ DRAPES/BLINDS ☐ FLOOR DRAINS ☐ FLORESCENT LIGHTS ☐ FREIGHT ELEVATOR ☐ HIGH PRESS. LIGHTS ☐ HOISTS ☐ INDOOR POOL ☐ INTERCOM ☐ LAUNDRY FACILITIES ☐ LIVING ACCOMMODATIONS ☐ LUNCH ROOM ☐ PUBLIC WASHROOMS ☐ RECREATIONAL FACILITIES ☐ SECURITY SYSTEM ☐ SKYLIGHTS ☐ STORAGE ☐ STOREFRONT ☐ SUSPENDED CEILINGS ☐ VENTILATION SYSTEM ☐ WINDOW DISPLAY ☐ WORKSHOP ☐ NONE ☐ OTHER (see remarks) HVAC FEATURES: ✓✓ ☐ AIR CLEANER ☐ AIR CONDITIONER ☐ AIR EXCHANGER ☐ CENTRAL AIR ☐ DUCTLESS ☐ DUCT WORK ☐ ENERGY STAR EFFICIENT ☐ HRV SYSTEM ☐ IN FLOOR ☐ PARTIAL ☐ PLENUM HUMIDIFIER ☐ ROUGHED IN ☐ WALL MOUNT A / C ☐ WINDOW MOUNT A / C ☐ NONE ☐ OTHER (see remarks)	RENTAL EQUIPMENT: ✓✓ ☐ AIR CONDITIONER ☐ ALARM SYSTEM ☐ BURNER ☐ COOLER(S) ☐ FREEZER(S) ☐ FURNACE ☐ HWT - ELECTRIC ☐ HWT - GAS ☐ HWT - OIL ☐ HWT - PROPANE ☐ HYDRO LIGHT ☐ POP MACHINE(S) ☐ PROPANE TANK ☐ REFRIGERATOR(S) ☐ SENTINEL LIGHT ☐ SPACE HEATER ☐ STOVE / OVEN(S) ☐ TANKLESS WATER HEATER ☐ WATER FILTER ☐ WATER SOFTENER ☐ WATER TREATMENT ☐ NONE ☐ OTHER (see remarks) PROTECTION: ✓✓ ☐ ALARM ☐ ALARM SYSTEM - FIRE ☐ ALARM SYSTEM - THEFT ☐ CARBON MONOXIDE DETECTOR ☐ COLD ALARM ☐ EXHAUST HOOD EXTINGUISHER ☐ EXT. FIRE HOOKUP ☐ FIRE ESCAPE ☐ HEAT DETECTOR ☐ HYDRANT ☐ MONITORED ALARM SYSTEM ☐ FIRE PROTECTION ☐ SMOKE DETECTOR - BATTERY ☐ SMOKE DETECTOR - WIRED ☐ SPRINKLER - FULL ☐ SPRINKLER - PARTIAL ☐ NONE ☐ OTHER (see remarks)
--	---	---	--	--

COMMERCIAL DATA INPUT FORM

FINANCIAL INFORMATION

CONFIDENTIALITY AGREEMENT ☐ YES ☐ NO	FINANCIAL STATEMENTS: ☐ YES ☐ NO	CHATELS: ☐ YES ☐ NO	LEASE COMMENTS:		
RENTAL INCOME: ☐ YES ☐ NO	NUMBER OF SEATS:	CURRENT L.L.B.O. ☐ YES ☐ NO	HEAT EXPENSE:	HYDRO EXPENSE:	INSURANCE EXPENSE:
MAINTENANCE EXPENSE:	MANAGEMENT EXPENSE:	OTHER EXPENSES:	TAX EXPENSE:	WATER EXPENSE:	GROSS INCOME / SALES:
VACANCY ALLOWANCE:	OPERATING EXPENSES:	NET INCOME: (before debt)	ESTIMATED INVENTORY VALUES AT COST	COMMON AREA UPCHARGE:	PERCENTAGE RENT:
EXPENSES: ☐ ACTUAL ☐ ESTIMATED COMPLETE ONLY IF YOU HAVE ENTERED ANY	YEAR EXPENSES: y y y y	MORTGAGE COMMENTS:			

FRANCHISES: FRANCHISE: ☐ YES ☐ NO FEE INCLUDED: ☐ YES ☐ NO APPROVAL REQUIRED: ☐ YES ☐ NO
 AGREEMENT REQUIRED: ☐ YES ☐ NO YEARS OPERATED: _____

WATERFRONT DETAILS (mandatory fields in this section only apply if Waterfront Yes is selected at the top of the form)

WATERFRONT NAME: _____ **WATER TYPE:** ☐ CANAL ☐ LAKE ☐ RIVER ☐ OTHER

WATERFRONTAGE: (# OF FEET ON WATER): _____ **WATER SHORELINE ROAD ALLOWANCE:** ☐ OWNED ☐ PARTIALLY OWNED ☐ NOT OWNED ☐ NONE

WATERFRONT EXPOSURE: ☐ N ☐ S ☐ E ☐ W ☐ NW ☐ NE ☐ SW ☐ SE ☐ MULTI

WATERFRONT FEATURES: ✓✓			SHORELINE: ✓✓		WF ACCESSORY BUILDINGS: ✓✓
☐ BEACH	☐ ISLAND	☐ SEAWALL	☐ CLEAN	☐ ROCKY	☐ BOATHOUSE - DOUBLE SLIPS
☐ BEACON	☐ MARINA SERVICES	☐ STAIRS TO WF	☐ DEEP	☐ SANDY	☐ BOATHOUSE - MULTIPLE SLIPS
☐ BOAT LAUNCH	☐ MARINE RAIL	☐ TRENT SYSTEM	☐ GRAVEL	☐ SHALLOW	☐ BOATHOUSE - MULTIPLE STOREY
☐ BOAT LIFT	☐ MOORING WHIPS	☐ WATER ACCESS	☐ HARD BOTTOM	☐ SOFT BOTTOM	☐ BOATHOUSE - SINGLE SLIP
☐ BOATSLIP	☐ MOTORS RESTRICTED	☐ WATERFRONT	☐ MIXED	☐ WEEDY	☐ BOATHOUSE - TRIPLE SLIPS
☐ BREAKWATER	☐ NO MOTORS	☐ WF - DEEDED	☐ NATURAL	☐ OTHER (see remarks)	☐ BOATHOUSE - TWO STORY
☐ CABLE LIFT	☐ PARKING - DEEDED	☐ WF - NOT DEEDED			☐ BOATHOUSE - WETSLIP
☐ CANAL FRONT	☐ PARKING - NOT DEEDED	☐ WF - TRAVELLED ROAD BETWEEN			☐ BUNK HOUSE
☐ DOCK	☐ RIVER ACCESS	☐ OTHER (see remarks)			☐ DRY BOATHOUSE - DOUBLE
	☐ RIVERFRONT				☐ DRY BOATHOUSE - MULTIPLE
					☐ DRY BOATHOUSE - SINGLE
					☐ WITH ACCOMMODATIONS ABOVE

COMMENTS

PUBLIC REMARKS / INTERNET AD: (1000 spaces-Ad for Internet)

Great industrial opportunity for sale in Chatham. The building consists of 129,309 SF on 9.18 acres and is located approximately 10 minutes north of Highway 401. The building is clean and the clear ceiling height is approximately 14 ft. to 28 ft. Shipping includes truck level docks, and the main office area has just been completely redone. Fully fenced site with gate access.

REALTOR® REMARKS: (350 spaces)

All inquiries, showings and offers through Listing Agent at Seller's request.

INCLUSIONS: (250 spaces) ☒ NONE

EXCLUSIONS: (250 spaces) ☒ NONE



BROKERAGE INFORMATION

BROKERAGE 1 CBRE LIMITED, BROKERAGE

PH# (519) 673-6444

REALTOR® 1 NAME / USER ID: LARIN SHOULDICE

LSSHOU

PH# (519) 286-2019

EMAIL: larin.shouldice@cbre.com

REALTOR® 2 NAME / USER ID: RANDY FISHER

LSFISHRA

PH# (519) 286-2009

EMAIL: randy.fisher@cbre.com

BROKERAGE 2:

PH#

REALTOR® 1 NAME / USER ID:

PH#

EMAIL:

REALTOR® 2 NAME / USER ID:

PH#

EMAIL:

CO-OPERATING BROKER COMMISSION: 2%

INTEREST BEARING TRUST ACCOUNT: ☒ YES ☐ NOARRANGEMENTS / ALTERED LISTING CONTRACT: ☐ YES ☒ NOSPIS: ☐ YES ☐ NOSPIS SCHEDULE: ☐ YES ☐ NOSHOWING INSTRUCTIONS: ☒ GO DIRECT ☐ SHOWING SYSTEM ☐ TLBO ☒ TLSP ☐ OTHER: Contact Listing AgentLOCKBOX: ☐ ELECTRONIC ☐ MECHANICAL ☐ NONE ☐ NOT ALLOWEDSIGN: ☒ YES ☐ NOCONTACT AFTER EXPIRED: ☐ YES ☒ NOPUBLISH ADDRESS TO PUBLIC WEBSITES: ☒ YES ☐ NOPUBLISH TO PUBLIC WEBSITES: ☐ YES ☒ NOINCLUDE IN DDF: ☐ YES ☒ NODDF LINK BACK URL: <http://>VIRTUAL TOUR - BRANDED FOR REALTOR.ca & DDF URL: <http://>VIRTUAL TOUR - UNBRANDED FOR IDX URL: <http://>ADDITIONAL PICTURES FOR CREA & DDF URL: <http://>ALTERNATE FEATURE SHEET FOR CREA URL: <http://>MAP SERVICES FOR CREA & DDF URL: <http://>SALES BROCHURE FOR CREA URL: <http://>3D VIRTUAL TOUR URL (will be coming soon to REALTOR.ca): <http://>

I acknowledge having carefully read this entire form and confirm the accuracy of all the above information concerning my property. I agree to allow accuracy changes to items for example, taxes, legal description and lot size.

Signature of Seller / Landlord

2472602 ONTARIO INC.

Date

Nov 16 / 2019

Signature of Seller / Landlord

Date

Signature of Seller / Landlord

Date

Signature of Seller / Landlord

Date

PLEASE NOTE: For complete information Appendices must be completed for the following property types:
Appendix AA - Commercial Lease / Sub-Lease or Appendix BB - Commercial Vacant Land



EXHIBIT “C”

Listing Agreement – Commercial

Seller Representation Agreement

Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive

EXCLUSIVE



BETWEEN:

BROKERAGE:

CBRE LIMITED, BROKERAGE

30-380 WELLINGTON STREET (the "Listing Brokerage") Tel. No. (519) 673-6444

SELLER: 2642466 ONTARIO INC. (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 650 Riverview Drive

..... Chatham N7M 5J5 (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,commencing at 12:01 a.m. on the 16th day of November 2019

until 11:59 p.m. on the 30 day of November 2020 (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.**



to offer the Property for sale at a price of:

Seven Million Five Hundred Thousand Dollars (\$CDN) 7,500,000.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.



1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse or number, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

of 5 % of the sale price of the Property or See Schedule A

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

R The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of2..... % of the sale price of the Property or

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within120..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):




The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 9. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



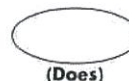
The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.



- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.

16. SCHEDULE(S) A and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

.....
(Authorized to bind the Listing Brokerage)

Nov 18/19
(Date)

Randy Fisher
(Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

2642466 ONTARIO INC.
(Name of Seller)

.....
(Signature of Seller/Authorized Signing Officer)

●

Nov 16/2019
(Date)

519-350-3913
(Tel. No.)

.....
(Signature of Seller/Authorized Signing Officer)

●

.....
(Date)

.....
(Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

.....
(Spouse)

●

.....
(Date)

.....
(Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record

RANDY FISHER

.....
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

.....
(Signature[s] of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the day of, 20

.....
(Signature of Seller) 2642466 ONTARIO INC.

.....
(Date)

.....
(Signature of Seller)

.....
(Date)



Form 523

for use in the Province of Ontario

Schedule A

Listing Agreement – Commercial

Authority to Offer for Sale

This Schedule is attached to and forms part of the Listing Agreement - Commercial Authority to Offer for Sale (Agreement) between:

BROKERAGE: CBRE LIMITED, BROKERAGE and

SELLER: 2642466 ONTARIO INC.

for the property known as 650 Riverview Chatham

..... N7M 5J5 dated the 16th day of November 2019

The Seller shall have two (2) listing exclusions until Monday, December 2nd, 2019 in which there shall be a nominal commission of \$10,000 plus HST payable to CBRE Limited upon closing in the event the Seller has a bonafide and accepted conditional Agreement of Purchase and Sale with Steve Herber, SM Freight and/or Fred Nacierio anytime up to and including Monday, December 2nd, 2019. The Seller shall provide CBRE with a copy of the accepted Agreement of Purchase and Sale within this timeframe.

This form must be initialed by all parties to the Agreement.

INITIALS OF BROKERAGE:

RF

INITIALS OF SELLER(S):

R



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

COMMERCIAL DATA INPUT FORM



Mandatory Fields

Mandatory Fields* (with conditions)

LEGEND: Single picks ✓
Multi picks ✓✓

TRANSACTION TYPE:	☐ FOR LEASE Appendix AA	☒ FOR SALE	☐ SUB-LEASE Appendix AA
TRANSACTION SUB TYPE:	☒ BUILDING & LAND	☐ BUSINESS WITH BUILDING	☐ LAND ONLY Appendix BB
	☐ BUILDING ONLY	☐ PART OF BUILDING	
	☐ BUSINESS ONLY		
WATERFRONT:	☐ YES ☒ NO		

MLS® # _____ ALTERNATE / INTERBOARD MLS® # _____

LOCATION

ROLL # 3 | 6 | 5 | 0 | 4 | 2 | 0 | 0 | 2 | 3 | 1 | 1 | 5 | 1 | 0 (15 Digits required) PIN # 0 | 0 | 5 | 2 | 8 | 0 | 2 | 1 | 8 (9 Digits required)

UNIT #: _____ STREET # 650 STREET / ISLAND NAME: Riverview STREET TYPE: Drive

STREET DIR SUFFIX: ☐ N ☐ S ☐ E ☐ W ☐ FRONTING ON: ☐ N ☒ S ☐ E ☐ W ☐ NONE

TOWN / VILLAGE / CITY / MUNICIPALITY: Chatham POSTAL CODE: N7M 5J5

DIRECTION CROSS STREETS: _____ EXPOSURE: ☐ N ☐ S ☐ E ☐ W ☐ NW ☐ NE ☐ SW ☐ SE ☐ MULTI

LRO / MAJOR AREA: Kent MUNICIPALITY / DISTRICT: Chatham SUB DISTRICT: Chatham - SW

BUSINESS NAME: _____ BUILDING NAME: _____

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

TITLE / OWNERSHIP: ☐ CONDOMINIUM ☐ CO-OP / CO-OWNER ☐ FRACTIONAL ☐ LEASEHOLD / LEASED LAND
☐ LIFE LEASE ☐ TIMESHARE ☒ OTHER (See Remarks)

OCCUPANCY: ☐ OWNER ☐ OWNER & TENANT ☐ TENANT ☒ VACANT ZONING: M1-1323

SURVEY: ☐ YES ☒ NO SURVEY TYPE: ☐ AVAILABLE ☐ BOUNDARY ONLY ☐ NONE ☐ UP TO DATE SURVEY YEAR: _____

LOT SIZE: Frontage 953.33 Depth _____ ACREAGE: 25.27 LOT IRREGULARITIES: _____

LOT SHAPE: ☒ IRREGULAR ☐ PIE ☐ RECTANGULAR ☐ REVERSE PIE ☐ SQUARE LOT SIZE SOURCE: ☐ GEOWAREHOUSE ☐ MPAC ☐ SURVEY

PROPERTY SIZE: ☒ UNDER 0.5 ACRES ☐ 0.5 TO 0.99 ACRES ☐ 1 TO 2.99 ACRES ☐ 3 TO 9.99 ACRES ☐ 10 TO 24.99 ACRES ☒ 25 TO 49.99 ACRES
☐ 50 TO 74.99 ACRES ☐ 75 TO 99.99 ACRES ☐ OVER 100 ACRES ☐ ADDITIONAL LAND ☐ N/A

UNIT INFORMATION						
TYPE CODES: R = RETAIL O = OFFICE I = INDUSTRIAL W = WAREHOUSE RES = RESIDENTIAL UNITS OTH = OTHER						
TYPE CODE	UNIT NUMBER	NET RENTABLE AREA (SQ.FT.)	RATE FOR LEASE/LEASED	ADDITIONAL RENT	DATE LEASED	ADDITIONAL INFORMATION

DIRECTIONS: near - Riverview Drive & Bloomfield Road

AMOUNT / DATES

PRICE FREQUENCY:	☐ ANNUAL ☐ SEASONAL ☐ MONTHLY ☐ WEEKLY	PRICE MEASUREMENT TYPE:	☐ ACRE ☐ PLUS STOCK ☐ SQ. FT ☐ OTHER	LEASE TYPE:	☐ NET ☐ GROSS ☐ SEMI GROSS ☐ OTHER
------------------	--	-------------------------	--	-------------	--

LIST / LEASE PRICE: \$ 7,500,000.00 ADDITIONAL RENT \$ _____ TOTAL OPERATING COST: ☒ C.A.M. ☐ T.M.I. ☐ T & O ☐ N/A ☐ OTHER

CONTRACT COMMENCEMENT: 11 / 16 / 19 EXPIRY DATE: 11 / 30 / 20
MO DAY YR MO DAY YR

POSSESSION: ☐ Flexible ☐ Immediate ☐ 1-29 Days ☐ 30-59 Days ☐ 60-89 Days ☐ 90+ Days ☐ Other POSSESSION DATE: _____ / _____ / _____
MO DAY YR

TAXES: \$ 157,930.00 TAX YEAR: 2018 ASSESSED VALUE: \$ _____ ASSESSED YEAR: _____ MONTHLY CONDO MAINT FEES: _____

SELLER / LANDLORD NAME: 2642466 ONTARIO INC.

SELLER / LANDLORD NAME: _____

SELLER / LANDLORD NAME: _____

SELLER / LANDLORD NAME: _____



GREEN PROPERTY INFORMATION

GREEN PROPERTY INFORMATION STATEMENT: ☐ YES ☐ NOENERGY CERTIFICATION: ☐ YES ☐ NOCERTIFICATION DATE: ____ / ____ / ____
MO DAY YR

CERTIFICATION LEVEL _____

DETAILS

TYPE:	☐ AGRICULTURE	☐ HOSPITALITY	☐ INSTITUTIONAL	☐ MIXED	☐ OFFICE
	☐ BUSINESS	☒ INDUSTRIAL	☐ LAND	☐ MULTI FAMILY	☐ RETAIL

FOR REALTOR.CA: (only this selection will be sent to REALTOR.ca)

MAJOR BUSINESS TYPE: ☒		MINOR BUSINESS TYPE: ☒	
☐ ACCOMMODATIONS	☐ BED AND BREAKFAST	☐ COTTAGE / CABIN RENTAL	☐ HOTEL / MOTEL
	☐ BOARDING HOUSE	☐ HOTEL	☐ INN (6 BEDROOMS PLUS)
☐ ADMINISTRATIVE AND SUPPORT			
☐ ARTS AND ENTERTAINMENT	☐ CINEMA / THEATRE	☐ MUSIC	☐ NIGHT CLUB
☐ AUTOMOBILE	☐ AUTO BODY	☐ AUTO SALES	☐ AUTO WRECKERS
	☐ AUTOMOTIVE	☐ AUTO SERVICE/REPAIRS	☐ CAR WASH
	☐ AUTO PARTS		☐ REPAIR SHOP
			☐ TRUCK GARAGE
☐ CONSTRUCTION	☐ BUILDING LOT / SUPPLIES	☐ CONSTRUCTION	☐ GRAVEL YARD
			☐ LUMBER
☐ CONSULTING			
☐ EDUCATION SERVICES			
☐ FINANCE AND INSURANCE			
☐ FOOD SERVICE & BEVERAGES	☐ BAKERY	☐ COFFEE SHOP	☐ HEALTH FOODS
	☐ BUTCHER SHOP	☐ DONUT / COFFEE SHOP	☐ MEAT PACKING
	☐ CANDY SHOP	☐ FROZEN FOODS	☐ NUT SHOP
	☐ CATERER	☐ GROCERY	☐ PASTRY SHOP
			☐ PUB
			☐ SEAFOOD SALES
☐ HEALTH CARE AND SOCIAL ASSISTANCE			
☐ HOSPITALITY			
☒ INDUSTRIAL	☐ FACTORY	☒ INDUSTRIAL	☐ INDUSTRIAL HI TECH
	☐ GENERAL INDUSTRIAL	☐ INDUSTRIAL COMMERCIAL	☐ LIGHT INDUSTRIAL
	☐ HEAVY INDUSTRIAL		☐ OUTSIDE STORAGE
			☐ WAREHOUSE
☐ INFORMATION AND CULTURAL INDUSTRIES			
☐ INSTITUTIONAL	☐ DAY CARE	☐ INSTITUTION	☐ NURSING HOME / HOSPITAL
	☐ HOSPITAL	☐ NURSING HOME	☐ RELIGIOUS
			☐ RETIREMENT HOME
			☐ SCHOOL
☐ MANUFACTURING	☐ MANUFACTURE / WAREHOUSE	☐ MANUFACTURE / WHOLESALE	☐ MANUFACTURING
☐ MINING AND OIL AND GAS			
☐ PERSONAL SERVICE	☐ AUCTION	☐ BOOKKEEPING	☐ HEALTH CENTRE
	☐ BARBER / BEAUTY SHOP	☐ DATING SERVICE	☐ HEALTH CLUB
	☐ BEAUTY SHOP	☐ HAIRDRESSING SALON	☐ MASSOTHERAPY
			☐ PERSONAL CONSUMER SERVICE
			☐ TAILOR SHOP
			☐ TANNING SALON
☐ PROFESSIONAL, SCIENTIFIC AND HI TECH SERVICE	☐ HIGH TECHNOLOGY		
☐ REAL ESTATE			
☐ RECREATION	☐ BILLIARD	☐ GO CARTS	☐ MARINA
	☐ BOWLING ALLEY	☐ GOLF COURSE	☐ MARINA/RESORT
	☐ CAMPGROUND		☐ RECREATION
			☐ SPORTS & RECREATION
☐ REMEDIATION SERVICES			
☐ RESIDENTIAL	☐ APARTMENTS	☐ MOBILE HOME PARK	☐ RESIDENTIAL / COMMERCIAL
	☐ LICENSED STUDENT DWELLING	☐ OFFICE / RESIDENTIAL	☐ RESIDENTIAL / COMMERCIAL / OFFICE
		☐ RESIDENTIAL	☐ SINGLE TENANT RENTAL
			☐ TOWNHOUSE / ROW UNIT RENTAL
☐ RESORT	☐ MARINA / RESORT	☐ RESORT	☐ RESORT TOURIST
			☐ TOURIST
☐ RESTAURANT	☐ BAR / TAVERN	☐ FISH & CHIPS	☐ RESTAURANT
	☐ DELI	☐ HOTEL / TAVERN	☐ RESTAURANT / BANQUET
	☐ FAST FOOD	☐ PIZZA SHOP	☐ RESTAURANT / BOWLING
			☐ RESTAURANT / FAST FOOD
			☐ RESTAURANT / PUB
			☐ SUB SHOP
☐ RETAIL AND WHOLESALE	☐ ANTIQUES	☐ DIVING SHOP	☐ LAWN EQUIPMENT
	☐ APPAREL	☐ DRUGS / COSMETICS	☐ LINGERIE
	☐ APPLIANCE	☐ DRY GOODS / FASHION	☐ MARINA EQUIPMENT
	☐ ARTS & CRAFTS	☐ ELECTRICAL	☐ MOVING / TRUCKING
	☐ AUDIO	☐ ELECTRONIC STORE	☐ MUSIC RETAIL
	☐ AUTOMOTIVE / AIRCRAFT	☐ FARM EQUIPMENT	☐ NEWS / MAGAZINE
	☐ BOAT SALES	☐ FLORIST / GIFTS	☐ OFFICE MACHINES
	☐ BOOK STORE	☐ FOOD STORE	☐ OFFICE SUPPLIES
	☐ BUSINESS	☐ FRAME SHOP	☐ OUTFITTER
	☐ CARDS / GIFTS	☐ FURNITURE / HOUSEHOLD	☐ PAINT & WALLPAPER
	☐ CARPETING / RUGS	☐ GENERAL RETAIL	☐ PET & SUPPLIES
	☐ CLOTHING STORE	☐ GENERAL SALES / SERVICE	☐ PHARMACY
	☐ CONFECTIONARY	☐ GIFTS	☐ PHOTOGRAPHY
	☐ COMPUTER STORE	☐ HARDWARE STORE	☐ PLANTS / NURSERIES
	☐ CONVENIENCE STORE	☐ HARDWARE / DECORATING	☐ PRINT SHOP
	☐ CRAFT STORE	☐ ICE CREAM	☐ RENT-ALL
	☐ DECORATING / SHOPS	☐ JEWELRY	☐ RETAIL & OFFICE
	☐ DEPARTMENT STORE	☐ LAWN & GARDEN	☐ RETAIL MISC.
			☐ RETAIL / RESIDENTIAL
			☐ RETAIL / OFFICE/RESIDENTIAL
			☐ SALES / SERVICE
			☐ SECURITY SYSTEMS
			☐ SHOPPING CENTER
			☐ SPECIALTY SHOP
			☐ STATIONARY
			☐ SPORTING GOODS
			☐ STRIP MALL
			☐ TELEVISION
			☐ TOBACCO STORE
			☐ VARIETY STORE
			☐ VIDEO STORE
			☐ WOOD SHOP
			☐ WORKSHOP EQUIPMENT



COMMERCIAL DATA INPUT FORM

☐ SERVICE	☐ ACCOUNTING ☐ APPLIANCE SERVICE ☐ AUDIO SERVICE ☐ CARPENTRY ☐ CONTRACT MAINTENANCE	☐ DRY CLEANING / LAUNDRY ☐ ELECTRICAL SERVICE ☐ FURNITURE REPAIR ☐ GAS STATION HAULAGE ☐ KENNEL ☐ DRY CLEANING ☐ LAUNDROMAT	☐ MISCELLANEOUS SERVICES ☐ PARKING LOT ☐ PET GROOMING ☐ PLUMBING ☐ SHOE REPAIR	☐ TAXI ☐ TELEVISION SERVICE / REPAIRS ☐ TRAVEL AGENCY ☐ WRAPPING
☐ SPECIAL PURPOSE	☐ BANQUET HALL ☐ CONSULTANTS	☐ DRY CLEANING ☐ LAUNDROMAT	☐ LAUNDRY	☐ SPECIALIZED RESIDENCE
☐ TRANSPORTATION AND WAREHOUSING				
☐ UTILITIES				
☐ WASTE MANAGEMENT				
☐ OTHER	☐ DISTRIBUTION ROAD ☐ GENERAL COMMERCIAL	☐ MIXED - I C & I ☐ OFFICES	☐ OTHER	☐ PROFESSIONAL OFFICE(S)
☐ UNKNOWN				

EXTERIOR

FREESTANDING: ☒ YES ☐ NO ACCESSIBILITY ☐ YES ☐ NO 272,326 TOTAL SQ FT AVAILABLE MINIMUM DIVISIBLE MAXIMUM CONTIGUOUS TOTAL SQFT TOTAL AREA CODE: ☒ ☐ ACRES ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE % BUILDING: _____ % USABLE: _____ % RENTABLE: _____ OFFICE / APT AREA: <u>10</u> OFFICE / APT AREA CODE: ☒ ☒ PERCENTAGE ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE INDUSTRIAL AREA: _____ INDUSTRIAL AREA CODE: ☒ ☐ PERCENTAGE ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE RETAIL AREA: _____ RETAIL AREA CODE: ☒ ☐ PERCENTAGE ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE MULTI FAMILY TOTAL UNITS # UTILITIES: ☒ ☐ AVAILABLE ☐ NO ☐ YES HYDRO: ☒ ☐ SINGLE PHASE ☐ THREE PHASE VOLTS: _____ AMPS: _____	# OF FLOORS: _____ # OF BAYS: _____ BAY SIZE: LENGTH: _____ INCHES FEET: _____ INCHES WIDTH: _____ INCHES FEET: _____ INCHES CLEARANCE HEIGHT: <u>18' - 44'</u> SHIPPING DOOR TYPES: DBL MAN SHIP DOORS# _____ HEIGHT: _____ INCHES FEET: _____ INCHES WIDTH: _____ INCHES FEET: _____ INCHES GRADE LEVEL SHIP DOORS# _____ HEIGHT: _____ INCHES FEET: _____ INCHES WIDTH: _____ INCHES FEET: _____ INCHES TRUCK LEVEL SHIP DOORS# _____ HEIGHT: _____ INCHES FEET: _____ INCHES WIDTH: _____ INCHES FEET: _____ INCHES WATER: ☒ ☐ CO-OPERATIVE ☒ MUNICIPAL ☐ MUNICIPAL - METERED ☐ WELL ☐ NONE ☐ OTHER (see remarks) WATER SUPPLY TYPE: ☒ ☐ ARTESIAN WELL ☐ BLASTED / FRACKED WELL ☐ BORED WELL ☐ CISTERN ☐ COMMUNITY WELL ☐ DRAIN BACK SYSTEM ☐ DRILLED WELL ☐ DUG WELL ☐ LAKE / RIVER ☐ SAND POINT WELL ☐ SHARED WELL ☐ SHORE WELL ☐ SPRING WELL ☐ UNKNOWN ☐ OTHER (see remarks)	SEWER / SEWAGE: ☒ ☐ AEROBIC ☐ GREY WASTE ☐ HOLDING TANK ☒ MUNICIPAL SEWERS ☐ OUTHOUSE ☐ PRIVATE ☐ SANITARY ☐ SEPTIC ☐ SHARED ☐ STORM ☐ NONE ☐ OTHER (see remarks) EXTERIOR FEATURES: ☒ ☐ BEACH ☐ CANOPY ☐ CONVEYOR ☐ DOCK HEIGHT LOADING ☐ DOCK / MOORING ☐ DOORS UNDER 10 FT ☐ DOORS 10 TO 15 FT ☐ DOORS 15 TO 20 FT ☐ FENCED - FULLY ☒ FENCED - PARTIALLY ☐ FISHING ☐ GAS PUMPS ☐ GRADE LOADING ☐ LANDSCAPED ☐ LEVELLERS ☐ LIGHTING ☐ INSIDE LOADING ☐ PAVED YARD ☐ POOL ☐ RAIL HEIGHT LOADING ☐ RECREATIONAL AREA ☐ SECURITY GATE ☐ SLOPING ☐ STORAGE BUILDINGS ☐ TENNIS COURT ☐ WATERFRONT LOADING ☐ WORKSHOP / STORAGE ☐ OTHER (see remarks) CONSTRUCTION: ☒ ☐ BLOCK ☐ BRICK ☐ CONCRETE ☐ PREFABRICATED ☐ STONE ☐ STEEL FRAME ☐ WOOD FRAME ☐ OTHER (see remarks) YEAR BUILT: <u>1965</u>	RAIL: ☒ ☐ AVAILABLE ☐ NO ☐ YES CRANE: ☐ YES ☐ NO SOIL TEST: ☐ YES ☐ NO DATE SOIL TEST CONDUCTED: _____ / _____ / _____ MO DAY YR CONSTRUCTION AUDIT: ☐ YES ☐ NO ENVIRONMENTAL AUDIT: ☐ YES ☐ NO ENVIRONMENTAL: ☒ ☐ PHASE 1 ☐ PHASE 2 ☐ PHASE 3 SITE INFLUENCES: ☒ ☐ AIRPORT NEARBY ☐ AMPLE PARKING ☐ CLEARED ☒ CORNER SITE ☐ DOWNTOWN ☐ GREENBELT / CONSERVATION ☐ HIGH TRAFFIC AREA ☒ HIGHWAY ACCESS ☐ INDUSTRIAL MALL ☐ INDUSTRIAL PARK ☐ MAJOR ANCHOR ☐ MAJOR HIGHWAY EXPOSURE ☐ OPEN SPACES ☐ PLAYGROUND ☐ PUBLIC PARKING ☐ PUBLIC TRANSPORT ☐ REC / COMMUNITY CENTRE ☐ REGIONAL MALL ☐ REGISTERED MINERAL CLAIM ☐ SHOPPING NEARBY ☐ TIMBER RIGHTS ☐ TREED ☐ VISUAL EXPOSURE ☐ OTHER (see remarks) DRIVEWAY TYPE: ☒ ☐ ASPHALT ☐ CONCRETE ☐ GRAVEL ☐ INTERLOCK ☐ PAVER STONE ☐ NONE ☐ OTHER (see remarks)	DRIVEWAY/PARKING: ☒ ☐ BOULEVARD ☐ CIRCULAR ☐ FRONT YARD ☐ HEATED ☐ IN / OUT ☐ LANE / ALLEY ☐ MUTUAL / SHARED ☐ OUTSIDE / SURFACE ☐ PAY ☐ PLAZA ☐ PRIVATE SINGLE WIDE ☐ PRIVATE DOUBLE WIDE ☐ PRIVATE TRIPLE + WIDE ☐ PUBLIC ☐ RESERVED / ASSIGNED ☐ RIGHT OF WAY ☐ RV / TRUCK PARKING ☐ STREET PARKING ONLY ☐ SURFACE / OPEN ☐ TANDEM ☐ TRUCK YARD ☐ UNDERGROUND ☐ VALET ☐ VISITOR PARKING ☐ NONE ☐ OTHER (see remarks) GARAGE: ☐ YES ☐ NO # GARAGE SPACES * _____ GARAGE TYPE *: ☒ ☐ ATTACHED ☐ BUILT-IN ☐ CARPORT ☐ COVERED ☐ DETACHED ☐ DBL DETACHED ☐ HEATED ☐ INSIDE ENTRY ☐ UNDERGROUND ☐ NONE ☐ OTHER (see remarks) PARKING SPACES TOTAL: _____ # SHARED: _____ # DEDICATED: _____ # ONSITE: _____ # OFF SITE: _____ # TRAILER PARKING: _____ OUTDOOR STORAGE: ☐ YES ☐ NO
---	---	--	---	---



EXTERIOR (continued)

ACCESS: ✓✓ ☐ BOAT ACCESS ☐ COUNTY ROAD ☐ DEEDED WATER ACCESS ☐ FEES APPLY ☐ MARINA DOCKING ☐ MUNICIPAL ROAD ☐ PAVED ROAD ☐ PRIVATE DOCKING ☐ PRIVATE ROAD ☐ PROVINCIAL HIGHWAY ☐ PUBLIC DOCKING ☐ RESTRICTED WATERFRONT ☐ RIGHT OF WAY - NOT DEEDED ☐ RIGHT OF WAY - DEEDED ☐ SEASONAL ACCESS ☐ UNASSUMED ☐ UNOPENED ROAD ALLOWANCE ☐ YEAR ROUND ☐ NONE ☐ OTHER (see remarks)	RESTRICTIONS: ✓✓ ☐ ACCESSIBILITY ☐ CONSERVATION CONTROL ☐ EASEMENT ☐ ENCROACHMENTS ☐ ENVIRONMENT PROTECTED ☐ EXPROPRIATION ☐ FLOOD PLAIN ☐ HERITAGE ☐ LAND LEASE ☐ MUNICIPAL ☐ NIAGARA ESC. COMMISSION ☐ OAK RIDGES MORaine ☐ RIGHT OF WAY ☐ SUBDIVISION COVENANTS ☐ NONE ☐ OTHER (see remarks)	SERVICES: ✓✓ ☐ AT LOT LINE - GAS ☐ AT LOT LINE - MUNICIPAL SEWER ☐ AT LOT LINE - MUNICIPAL WATER ☐ AT LOT LINE - HYDRO ☐ CABLE ☐ CELL SERVICE ☐ ELECTRICITY ☐ FIBRE OPTICS ☐ GARBAGE / SANI COLLECTION ☐ INTERNET HIGH SPEED ☐ INTERNET OTHER ☐ OFF GRID ☐ NATURAL GAS ☐ PUBLIC TRANSIT ☐ RECYCLING PICKUP ☐ TELEPHONE ☐ SCHOOL BUS ROUTE ☐ STREET LIGHTS ☐ UNDERGROUND WIRING ☐ NONE ☐ OTHER (see remarks)	EXTERIOR FINISH: ✓✓ ☐ ALUMINUM SIDING ☐ BRICK ☐ BRICK VENEER ☐ CEDAR ☐ CONCRETE BLOCK ☐ INSULBRICK ☐ LOG ☐ MASONITE / COLOURLOCK ☐ SHINGLES ☐ STEEL ☐ STONE ☐ STUCCO ☐ VINYL SIDING ☐ WOOD ☐ NONE ☐ OTHER (see remarks)	ROOFING: ✓✓ ☐ ASPHALT ☐ CEDAR ☐ FIBERGLASS ☐ FLAT ☐ GREEN ☐ MEMBRANE ☐ METAL ☐ ROLLED ☐ SLATE ☐ SOLAR ☐ TAR & GRAVEL ☐ TILE ☐ NONE ☐ OTHER (see remarks)
--	--	--	--	---

INTERIOR

UPF: ✓ ☐ NO ☐ PARTIALLY REMOVED ☐ REMOVED ☐ YES BASEMENT: ☐ YES ☐ NO # OF WASHROOMS: _____ FLOORING: ✓✓ ☐ CARPET ☐ CARPET WALL TO WALL ☐ CERAMIC ☐ CONCRETE ☐ CORK ☐ ENGINEERED HWD ☐ FINISHED CONCRETE ☐ HARDWOOD ☐ HEAVY LOADING ☐ LAMINATE ☐ LINO / VINYL ☐ SLATE ☐ SOFTWOOD ☐ STEEL ☐ WOOD ☐ NONE ☐ OTHER (see remarks) ELEVATOR/ESCALATOR: ✓ ☐ ESCALATOR ☐ FREIGHT ☐ NONE ☐ PASSENGER ☐ PUBLIC	PRIMARY HEATING SOURCE: ✓✓ ☐ AIRTIGHT STOVE ☐ BASEBOARD ☐ COMBO FURNACE ☐ FIREPLACE - GAS ☐ FIREPLACE - WOOD ☐ FORCED AIR - ELECTRIC ☐ FORCED AIR - GAS ☐ FORCED AIR - OIL ☐ FORCED AIR - PROPANE ☐ FORCED AIR - WOOD ☐ FORCED AIR - WOOD / ELEC ☐ FORCED AIR - WOOD / OIL ☐ GEOTHERMAL ☐ HEAT PUMP ☐ HOT WATER - GAS ☐ HOT WATER - OIL ☐ HOT WATER - OTHER ☐ HOT WATER - PROPANE ☐ IN FLOOR ☐ NATURAL GAS ☐ OIL ☐ OUTDOOR FURNACE ☐ PELLET / CORN STOVE ☐ PROPANE ☐ RADIANT ☐ RADIATOR ☐ SOLAR ☐ SPACE HEATER ☒ UNIT HEATER ☐ WALL FURNACE ☐ WOOD ☐ WOODSTOVE ☐ NONE ☐ OTHER (see remarks)	SECONDARY HEATING SOURCE: ✓✓ ☐ AIRTIGHT STOVE ☐ BASEBOARD ☐ COMBO FURNACE ☐ FIREPLACE - GAS ☐ FIREPLACE - WOOD ☐ FORCED AIR - ELECTRIC ☐ FORCED AIR - GAS ☐ FORCED AIR - OIL ☐ FORCED AIR - PROPANE ☐ FORCED AIR - WOOD ☐ FORCED AIR - WOOD / ELEC ☐ FORCED AIR - WOOD / OIL ☐ GEOTHERMAL ☐ HEAT PUMP ☐ HOT WATER - GAS ☐ HOT WATER - OIL ☐ HOT WATER - OTHER ☐ HOT WATER - PROPANE ☐ IN FLOOR ☐ NATURAL GAS ☐ OIL ☐ OUTDOOR FURNACE ☐ PELLET / CORN STOVE ☐ PROPANE ☐ RADIANT ☐ RADIATOR ☐ SOLAR ☐ SPACE HEATER ☐ UNIT HEATER ☐ WALL FURNACE ☐ WOOD ☐ WOODSTOVE ☐ NONE ☐ OTHER (see remarks) ALTERNATIVE POWER: ✓✓ ☐ GENERATOR - WIRED ☐ MICROFIT ☐ SOLAR GROUND MOUNTS ☐ SOLAR POWER ☐ SOLAR ROOF MOUNTS ☐ TURBINES ☐ WIND POWER	INTERIOR FEATURES: ✓✓ ☐ BOARD ROOM ☐ BRICK & BEAM ☐ CEILING FANS ☐ DRAPES/BLINDS ☐ FLOOR DRAINS ☐ FLORESCENT LIGHTS ☐ FREIGHT ELEVATOR ☐ HIGH PRESS. LIGHTS ☐ HOISTS ☐ INDOOR POOL ☐ INTERCOM ☐ LAUNDRY FACILITIES ☐ LIVING ACCOMMODATIONS ☐ LUNCH ROOM ☐ PUBLIC WASHROOMS ☐ RECREATIONAL FACILITIES ☐ SECURITY SYSTEM ☐ SKYLIGHTS ☐ STORAGE ☐ STOREFRONT ☐ SUSPENDED CEILINGS ☐ VENTILATION SYSTEM ☐ WINDOW DISPLAY ☐ WORKSHOP ☐ NONE ☐ OTHER (see remarks) HVAC FEATURES: ✓✓ ☐ AIR CLEANER ☐ AIR CONDITIONER ☐ AIR EXCHANGER ☐ CENTRAL AIR ☐ DUCTLESS ☐ DUCT WORK ☐ ENERGY STAR EFFICIENT ☐ HRV SYSTEM ☐ IN FLOOR ☐ PARTIAL ☐ PLENUM HUMIDIFIER ☐ ROUGHED IN ☐ WALL MOUNT A / C ☐ WINDOW MOUNT A / C ☐ NONE ☐ OTHER (see remarks)	RENTAL EQUIPMENT: ✓✓ ☐ AIR CONDITIONER ☐ ALARM SYSTEM ☐ BURNER ☐ COOLER(S) ☐ FREEZER(S) ☐ FURNACE ☐ HWT - ELECTRIC ☐ HWT - GAS ☐ HWT - OIL ☐ HWT - PROPANE ☐ HYDRO LIGHT ☐ POP MACHINE(S) ☐ PROPANE TANK ☐ REFRIGERATOR(S) ☐ SENTINEL LIGHT ☐ SPACE HEATER ☐ STOVE / OVEN(S) ☐ TANKLESS WATER HEATER ☐ WATER FILTER ☐ WATER SOFTENER ☐ WATER TREATMENT ☐ NONE ☐ OTHER (see remarks) PROTECTION: ✓✓ ☐ ALARM ☐ ALARM SYSTEM - FIRE ☐ ALARM SYSTEM - THEFT ☐ CARBON MONOXIDE DETECTOR ☐ COLD ALARM ☐ EXHAUST HOOD EXTINGUISHER ☐ EXT. FIRE HOOKUP ☐ FIRE ESCAPE ☐ HEAT DETECTOR ☐ HYDRANT ☐ MONITORED ALARM SYSTEM ☐ FIRE PROTECTION ☐ SMOKE DETECTOR - BATTERY ☐ SMOKE DETECTOR - WIRED ☒ SPRINKLER - FULL ☐ SPRINKLER - PARTIAL ☐ NONE ☐ OTHER (see remarks)
--	---	---	--	---

COMMERCIAL DATA INPUT FORM

FINANCIAL INFORMATION

CONFIDENTIALITY AGREEMENT ☐ YES ☐ NO	FINANCIAL STATEMENTS: ☐ YES ☐ NO	CHATELS: ☐ YES ☐ NO	LEASE COMMENTS:		
RENTAL INCOME: ☐ YES ☐ NO	NUMBER OF SEATS:	CURRENT L.L.B.O. ☐ YES ☐ NO	HEAT EXPENSE:	HYDRO EXPENSE:	INSURANCE EXPENSE:
MAINTENANCE EXPENSE:	MANAGEMENT EXPENSE:	OTHER EXPENSES:	TAX EXPENSE:	WATER EXPENSE:	GROSS INCOME / SALES:
VACANCY ALLOWANCE:	OPERATING EXPENSES:	NET INCOME: (before debt)	ESTIMATED INVENTORY VALUES AT COST	COMMON AREA UPCHARGE:	PERCENTAGE RENT:
EXPENSES: ☐ ACTUAL ☐ ESTIMATED COMPLETE ONLY IF YOU HAVE ENTERED ANY	YEAR EXPENSES: y y y y	MORTGAGE COMMENTS:			

FRANCHISES: FRANCHISE: ☐ YES ☐ NO FEE INCLUDED: ☐ YES ☐ NO APPROVAL REQUIRED: ☐ YES ☐ NO
 AGREEMENT REQUIRED: ☐ YES ☐ NO YEARS OPERATED: _____

WATERFRONT DETAILS (mandatory fields in this section only apply if Waterfront Yes is selected at the top of the form)

WATERFRONT NAME *: _____ WATER TYPE *: ☐ CANAL ☐ LAKE ☐ RIVER ☐ OTHER
 WATERFRONTAGE *: (# OF FEET ON WATER): _____ WATER SHORELINE ROAD ALLOWANCE *: ☐ OWNED ☐ PARTIALLY OWNED ☐ NOT OWNED ☐ NONE
 WATERFRONT EXPOSURE *: ☐ N ☐ S ☐ E ☐ W ☐ NW ☐ NE ☐ SW ☐ SE ☐ MULTI

WATERFRONT FEATURES *: ✓✓			SHORELINE *: ✓✓		WF ACCESSORY BUILDINGS: ✓✓
☐ BEACH	☐ ISLAND	☐ SEAWALL	☐ CLEAN	☐ ROCKY	☐ BOATHOUSE - DOUBLE SLIPS
☐ BEACON	☐ MARINA SERVICES	☐ STAIRS TO WF	☐ DEEP	☐ SANDY	☐ BOATHOUSE - MULTIPLE SLIPS
☐ BOAT LAUNCH	☐ MARINE RAIL	☐ TRENT SYSTEM	☐ GRAVEL	☐ SHALLOW	☐ BOATHOUSE - MULTIPLE STOREY
☐ BOAT LIFT	☐ MOORING WHIPS	☐ WATER ACCESS	☐ HARD BOTTOM	☐ SOFT BOTTOM	☐ BOATHOUSE - SINGLE SLIP
☐ BOATSLIP	☐ MOTORS RESTRICTED	☐ WATERFRONT	☐ MIXED	☐ WEEDY	☐ BOATHOUSE - TRIPLE SLIPS
☐ BREAKWATER	☐ NO MOTORS	☐ WF - DEEDED	☐ NATURAL	☐ OTHER (see remarks)	☐ BOATHOUSE - TWO STORY
☐ CABLE LIFT	☐ PARKING - DEEDED	☐ WF - NOT DEEDED			☐ BOATHOUSE - WETSLIP
☐ CANAL FRONT	☐ PARKING - NOT DEEDED	☐ WF - TRAVELLED ROAD BETWEEN			☐ BUNK HOUSE
☐ DOCK	☐ RIVER ACCESS	☐ OTHER (see remarks)			☐ DRY BOATHOUSE - DOUBLE
	☐ RIVERFRONT				☐ DRY BOATHOUSE - MULTIPLE
					☐ DRY BOATHOUSE - SINGLE
					☐ WITH ACCOMMODATIONS ABOVE

COMMENTS

PUBLIC REMARKS / INTERNET AD: (1000 spaces-Ad for Internet)

Rare opportunity to own a large industrial building in Chatham. The building consists of 272,326 SF on 25.27 acres and is located approximately 10 minutes north of Highway 401. The building has income from three Tenants and approximately 200,000 SF is available for user or future Tenant opportunities. Clear ceiling heights range from 18 ft to 44 ft and shipping includes truck level docks and drive-in doors. Upgraded office areas and a large fenced yard.

REALTOR® REMARKS: (350 spaces)

All inquiries, showings and offers through Listing Agent at Seller's request.

INCLUSIONS: (250 spaces) ☒ NONEEXCLUSIONS: (250 spaces) ☒ NONE

BROKERAGE INFORMATION

BROKERAGE 1 CBRE LIMITED, BROKERAGE

PH# (519) 673-6444

REALTOR® 1 NAME / USER ID: LARIN SHOULDICE

LSSHOU

PH# (519) 286-2019

EMAIL: larin.shouldice@cbre.com

REALTOR® 2 NAME / USER ID: RANDY FISHER

LSFISHRA

PH# (519) 286-2009

EMAIL: randy.fisher@cbre.com

BROKERAGE 2:

PH#

REALTOR® 1 NAME / USER ID:

PH#

EMAIL:

REALTOR® 2 NAME / USER ID:

PH#

EMAIL:

CO-OPERATING BROKER COMMISSION: 2%

INTEREST BEARING TRUST ACCOUNT: ☐ YES ☒ NOARRANGEMENTS / ALTERED LISTING CONTRACT: ☐ YES ☒ NOSPIS: ☐ YES ☐ NOSPIS SCHEDULE: ☐ YES ☐ NOSHOWING INSTRUCTIONS: ☒ GO DIRECT ☐ SHOWING SYSTEM ☐ TLBO ☒ TLSP ☐ OTHER: Contact Listing AgentLOCKBOX: ☐ ELECTRONIC ☐ MECHANICAL ☐ NONE ☐ NOT ALLOWEDSIGN: ☒ YES ☐ NOCONTACT AFTER EXPIRED: ☐ YES ☒ NOPUBLISH ADDRESS TO PUBLIC WEBSITES: ☒ YES ☐ NOPUBLISH TO PUBLIC WEBSITES: ☐ YES ☒ NOINCLUDE IN DDF: ☐ YES ☒ NODDF LINK BACK URL: <http://>VIRTUAL TOUR – BRANDED FOR REALTOR.ca & DDF URL: <http://>VIRTUAL TOUR – UNBRANDED FOR IDX URL: <http://>ADDITIONAL PICTURES FOR CREA & DDF URL: <http://>ALTERNATE FEATURE SHEET FOR CREA URL: <http://>MAP SERVICES FOR CREA & DDF URL: <http://>SALES BROCHURE FOR CREA URL: <http://>3D VIRTUAL TOUR URL (will be coming soon to REALTOR.ca): <http://>

I acknowledge having carefully read this entire form and confirm the accuracy of all the above information concerning my property. I agree to allow accuracy changes to items for example, taxes, legal description and lot size.

Signature of Seller / Landlord

2642466 ONTARIO INC.

Date

11/16/2019

Signature of Seller / Landlord

Date

Signature of Seller / Landlord

Date

Signature of Seller / Landlord

Date

PLEASE NOTE: For complete information Appendices must be completed for the following property types:
Appendix AA – Commercial Lease / Sub-Lease or Appendix BB – Commercial Vacant Land



EXHIBIT “D”



Form 520

for use in the Province of Ontario

Listing Agreement - Commercial

Seller Representation Agreement

Authority to Offer for Sale

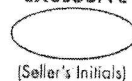
This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive

EXCLUSIVE



BETWEEN:

BROKERAGE: CBRE LIMITED, BROKERAGE

30-380 WELLINGTON STREET

(the "Listing Brokerage") Tel. No. (519) 673-6444

SELLER: 2472602 ONTARIO INC. (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 1095 Wilton Grove

London, ON

N6N 1C9

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at 12:01 a.m. on the 1 day of November 2019,

until 11:59 p.m. on the 30 day of November 2020 (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.



to offer the Property for sale at a price of:

eight million nine hundred thousand

Dollars (\$CDN) 8,900,000

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.



1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 5 % of the sale price of the Property or

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.
© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of2..... % of the sale price of the Property or

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within120..... days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):




The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

- 4. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 9. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)

(Does Not)

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
- 16. SCHEDULE(S)** and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

[Signature] *Nov 8, 2019* *Larin Shouldice*
(Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

2472602 ONTARIO INC.
(Name of Seller)

[Signature]
(Signature of Seller/Authorized Signing Officer)

(Seal)

Nov 8/19
(Date)

844-247-4633 x101
(Tel. No.)

(Signature of Seller/Authorized Signing Officer)

(Seal)

(Date)

(Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse)

(Seal)

(Date)

(Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record **LARIN SHOULDICE**
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

[Signature]
(Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the day of 20

(Signature of Seller) 2472602 ONTARIO INC.

(Date)

(Signature of Seller)

(Date)

R The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.
© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

COMMERCIAL DATA INPUT FORM



Mandatory Fields

Mandatory Fields* (with conditions)

LEGEND: Single picks ✓

Multi picks ✓✓

TRANSACTION TYPE:	☐ FOR LEASE Appendix AA	☒ FOR SALE	☐ SUB-LEASE Appendix AA
TRANSACTION SUB TYPE:	☒ BUILDING & LAND	☐ BUSINESS WITH BUILDING	☐ LAND ONLY Appendix BB
	☐ BUILDING ONLY	☐ PART OF BUILDING	
WATERFRONT:	☐ YES ☒ NO		

MLS# _____ ALTERNATE / INTERBOARD MLS# _____

LOCATION

ROLL# 3 | 9 | 3 | 6 | 0 | 5 | 0 | 6 | 6 | 0 | 4 | 1 | 0 | 0 | 0 | (15 Digits required) PIN# 0 | 8 | 2 | 0 | 3 | 0 | 1 | 2 | 5 | (9 Digits required)

UNIT#: _____ STREET# 1095 STREET / ISLAND NAME: Wilton Grove STREET TYPE: Road

STREET DIR SUFFIX: ☐ N ☐ S ☐ E ☐ W FRONTING ON: ☐ N ☒ S ☐ E ☐ W ☐ NONE

TOWN / VILLAGE / CITY / MUNICIPALITY: London, ON POSTAL CODE: N6N 1C9

DIRECTION CROSS STREETS: _____ EXPOSURE: ☐ N ☐ S ☐ E ☐ W ☐ NW ☐ NE ☐ SW ☐ SE ☐ MULTI

LRO / MAJOR AREA: London MUNICIPALITY / DISTRICT: South SUB DISTRICT: ZZ

BUSINESS NAME: _____ BUILDING NAME: _____

LEGAL DESCRIPTION: PART LOT 13 AND PART NORTH 1/2 LOT 12 CONCESSION 3; DESIGNATED PART 2, 33R3843; LONDON/WESTMINSTER

TITLE / OWNERSHIP: ☐ CONDOMINIUM ☐ CO-OP / CO-OWNER ☐ FRACTIONAL ☐ LEASEHOLD / LEASED LAND
☐ LIFE LEASE ☐ TIMESHARE ☒ OTHER (See Remarks)OCCUPANCY: ☐ OWNER ☐ OWNER & TENANT ☐ TENANT ☒ VACANT ZONING: GI1, HI1SURVEY: ☐ YES ☒ NO SURVEY TYPE: ☐ AVAILABLE ☐ BOUNDARY ONLY ☐ NONE ☐ UP TO DATE SURVEY YEAR: _____

LOT SIZE: Frontage 460.01 Depth _____ ACREAGE: 11.58 LOT IRREGULARITIES: _____

LOT SHAPE: ☒ IRREGULAR ☐ PIE ☐ RECTANGULAR ☐ REVERSE PIE ☐ SQUARE LOT SIZE SOURCE: ☐ GEOWAREHOUSE ☐ MPAC ☐ SURVEYPROPERTY SIZE: ☒ UNDER 0.5 ACRES ☐ 0.5 TO 0.99 ACRES ☐ 1 TO 2.99 ACRES ☐ 3 TO 9.99 ACRES ☒ 10 TO 24.99 ACRES ☐ 25 TO 49.99 ACRES
☐ 50 TO 74.99 ACRES ☐ 75 TO 99.99 ACRES ☐ OVER 100 ACRES ☐ ADDITIONAL LAND ☐ N/A

UNIT INFORMATION						
TYPE CODE	UNIT NUMBER	NET RENTABLE AREA (SQ.FT.)	RATE FOR LEASE/LEASED	ADDITIONAL RENT	DATE LEASED	ADDITIONAL INFORMATION

DIRECTIONS: _____

AMOUNT / DATES

PRICE FREQUENCY:	☐ ANNUAL ☐ SEASONAL ☐ WEEKLY	PRICE MEASUREMENT TYPE:	☐ ACRE ☐ PLUS STOCK ☐ SQ. FT. ☐ OTHER	LEASE TYPE:	☐ NET ☐ GROSS ☐ SEMI GROSS ☐ OTHER
------------------	---	-------------------------	---	-------------	--

LIST / LEASE PRICE: \$ 8,900,000 ADDITIONAL RENT \$ _____ TOTAL OPERATING COST: ☒ C.A.M. ☐ T.M.I. ☐ T & O ☐ N/A ☐ OTHER

CONTRACT COMMENCEMENT: 11 / 3 / 2019 EXPIRY DATE: 11 / 30 / 20

POSSESSION: ☐ Flexible ☐ Immediate ☒ 1-29 Days ☐ 30-59 Days ☐ 60-89 Days ☐ 90+ Days ☐ Other POSSESSION DATE: _____

TAXES: \$ 169,157.96 TAX YEAR: 2019 ASSESSED VALUE: \$ _____ ASSESSED YEAR: _____ MONTHLY CONDO MAINT FEES: _____

SELLER / LANDLORD NAME: 2472602 ONTARIO INC.

SELLER / LANDLORD NAME: _____

SELLER / LANDLORD NAME: _____

SELLER / LANDLORD NAME: _____

COMMERCIAL DATA INPUT FORM

GREEN PROPERTY INFORMATION

GREEN PROPERTY INFORMATION STATEMENT: ☐ YES ☐ NOENERGY CERTIFICATION: ☐ YES ☐ NOCERTIFICATION DATE: ____/____/____
MO DAY YR

CERTIFICATION LEVEL _____

DETAILS

TYPE:	☐ AGRICULTURE	☐ HOSPITALITY	☐ INSTITUTIONAL	☐ MIXED	☐ OFFICE
	☐ BUSINESS	☒ INDUSTRIAL	☐ LAND	☐ MULTI FAMILY	☐ RETAIL

FOR REALTOR.CA: (only this selection will be sent to REALTOR.ca)

MAJOR BUSINESS TYPE: ☒		MINOR BUSINESS TYPE: ☒		
☐ ACCOMMODATIONS	☐ BED AND BREAKFAST	☐ COTTAGE / CABIN RENTAL	☐ HOTEL / MOTEL	☐ MOTEL
	☐ BOARDING HOUSE	☐ HOTEL	☐ INN (6 BEDROOMS PLUS)	
☐ ADMINISTRATIVE AND SUPPORT				
☐ ARTS AND ENTERTAINMENT	☐ CINEMA / THEATRE	☐ MUSIC	☐ NIGHT CLUB	
☐ AUTOMOBILE	☐ AUTO BODY	☐ AUTO SALES	☐ AUTO WRECKERS	☐ REPAIR SHOP
	☐ AUTOMOTIVE	☐ AUTO SERVICE/REPAIRS	☐ CAR WASH	☐ TRUCK GARAGE
	☐ AUTO PARTS			
☐ CONSTRUCTION	☐ BUILDING LOT / SUPPLIES	☐ CONSTRUCTION	☐ GRAVEL YARD	☐ LUMBER
☐ CONSULTING				
☐ EDUCATION SERVICES				
☐ FINANCE AND INSURANCE				
☐ FOOD SERVICE & BEVERAGES	☐ BAKERY	☐ COFFEE SHOP	☐ HEALTH FOODS	☐ PASTRY SHOP
	☐ BUTCHER SHOP	☐ DONUT / COFFEE SHOP	☐ MEAT PACKING	☐ PUB
	☐ CANDY SHOP	☐ FROZEN FOODS	☐ NUT SHOP	☐ SEAFOOD SALES
	☐ CATERER	☐ GROCERY		
☐ HEALTH CARE AND SOCIAL ASSISTANCE				
☐ HOSPITALITY				
☒ INDUSTRIAL	☐ FACTORY	☒ INDUSTRIAL	☐ INDUSTRIAL HI TECH	☐ OUTSIDE STORAGE
	☐ GENERAL INDUSTRIAL	☐ INDUSTRIAL COMMERCIAL	☐ LIGHT INDUSTRIAL	☐ WAREHOUSE
	☐ HEAVY INDUSTRIAL			
☐ INFORMATION AND CULTURAL INDUSTRIES				
☐ INSTITUTIONAL	☐ DAY CARE	☐ INSTITUTION	☐ NURSING HOME / HOSPITAL	☐ RETIREMENT HOME
	☐ HOSPITAL	☐ NURSING HOME	☐ RELIGIOUS	☐ SCHOOL
☐ MANUFACTURING	☐ MANUFACTURE / WAREHOUSE	☐ MANUFACTURE / WHOLESALE	☐ MANUFACTURING	
☐ MINING AND OIL AND GAS				
☐ PERSONAL SERVICE	☐ AUCTION	☐ BOOKKEEPING	☐ HEALTH CENTRE	☐ PERSONAL CONSUMER SERVICE
	☐ BARBER / BEAUTY SHOP	☐ DATING SERVICE	☐ HEALTH CLUB	☐ TAILOR SHOP
	☐ BEAUTY SHOP	☐ HAIRDRESSING SALON	☐ MASSOTHERAPY	☐ TANNING SALON
☐ PROFESSIONAL, SCIENTIFIC AND HI TECH SERVICE	☐ HIGH TECHNOLOGY			
☐ REAL ESTATE				
☐ RECREATION	☐ BILLIARD	☐ GO CARTS	☐ MARINA	☐ RECREATION
	☐ BOWLING ALLEY	☐ GOLF COURSE	☐ MARINA/RESORT	☐ SPORTS & RECREATION
	☐ CAMPGROUND			
☐ REMEDIATION SERVICES				
☐ RESIDENTIAL	☐ APARTMENTS	☐ MOBILE HOME PARK	☐ RESIDENTIAL / COMMERCIAL	☐ SINGLE TENANT RENTAL
	☐ LICENSED STUDENT DWELLING	☐ OFFICE / RESIDENTIAL	☐ RESIDENTIAL / COMMERCIAL / OFFICE	☐ TOWNHOUSE / ROW UNIT RENTAL
		☐ RESIDENTIAL		
☐ RESORT	☐ MARINA / RESORT	☐ RESORT	☐ RESORT TOURIST	☐ TOURIST
☐ RESTAURANT	☐ BAR / TAVERN	☐ FISH & CHIPS	☐ RESTAURANT	☐ RESTAURANT / FAST FOOD
	☐ DELI	☐ HOTEL / TAVERN	☐ RESTAURANT / BANQUET	☐ RESTAURANT / PUB
	☐ FAST FOOD	☐ PIZZA SHOP	☐ RESTAURANT / BOWLING	☐ SUB SHOP
☐ RETAIL AND WHOLESALE	☐ ANTIQUES	☐ DIVING SHOP	☐ LAWN EQUIPMENT	☐ RETAIL / RESIDENTIAL
	☐ APPAREL	☐ DRUGS / COSMETICS	☐ LINGERIE	☐ RETAIL / OFFICE/RESIDENTIAL
	☐ APPLIANCE	☐ DRY GOODS / FASHION	☐ MARINA EQUIPMENT	☐ SALES / SERVICE
	☐ ARTS & CRAFTS	☐ ELECTRICAL	☐ MOVING / TRUCKING	☐ SECURITY SYSTEMS
	☐ AUDIO	☐ ELECTRONIC STORE	☐ MUSIC RETAIL	☐ SHOPPING CENTER
	☐ AUTOMOTIVE / AIRCRAFT	☐ FARM EQUIPMENT	☐ NEWS / MAGAZINE	☐ SPECIALTY SHOP
	☐ BOAT SALES	☐ FLORIST / GIFTS	☐ OFFICE MACHINES	☐ STATIONARY
	☐ BOOK STORE	☐ FOOD STORE	☐ OFFICE SUPPLIES	☐ SPORTING GOODS
	☐ BUSINESS	☐ FRAME SHOP	☐ OUTFITTER	☐ STRIP MALL
	☐ CARDS / GIFTS	☐ FURNITURE / HOUSEHOLD	☐ PAINT & WALLPAPER	☐ TELEVISION
	☐ CARPETING / RUGS	☐ GENERAL RETAIL	☐ PET & SUPPLIES	☐ TOBACCO STORE
	☐ CLOTHING STORE	☐ GENERAL SALES / SERVICE	☐ PHARMACY	☐ VARIETY STORE
	☐ CONFECTIONARY	☐ GIFTS	☐ PHOTOGRAPHY	☐ VIDEO STORE
	☐ COMPUTER STORE	☐ HARDWARE STORE	☐ PLANTS / NURSERIES	☐ WOOD SHOP
	☐ CONVENIENCE STORE	☐ HARDWARE / DECORATING	☐ PRINT SHOP	☐ WORKSHOP EQUIPMENT
	☐ CRAFT STORE	☐ ICE CREAM	☐ RENT-ALL	
	☐ DECORATING / SHOPS	☐ JEWELRY	☐ RETAIL & OFFICE	
	☐ DEPARTMENT STORE	☐ LAWN & GARDEN	☐ RETAIL MISC.	



COMMERCIAL DATA INPUT FORM

☐ SERVICE	☐ ACCOUNTING ☐ APPLIANCE SERVICE ☐ AUDIO SERVICE ☐ CARPENTRY ☐ CONTRACT MAINTENANCE	☐ DRY CLEANING / LAUNDRY ☐ ELECTRICAL SERVICE ☐ FURNITURE REPAIR ☐ GAS STATION HAULAGE ☐ KENNEL ☐ DRY CLEANING ☐ LAUNDROMAT	☐ MISCELLANEOUS SERVICES ☐ PARKING LOT ☐ PET GROOMING ☐ PLUMBING ☐ SHOE REPAIR ☐ LAUNDRY	☐ TAXI ☐ TELEVISION SERVICE / REPAIRS ☐ TRAVEL AGENCY ☐ WRAPPING ☐ SPECIALIZED RESIDENCE
☐ SPECIAL PURPOSE	☐ BANQUET HALL ☐ CONSULTANTS			
☐ TRANSPORTATION AND WAREHOUSING				
☐ UTILITIES				
☐ WASTE MANAGEMENT				
☐ OTHER	☐ DISTRIBUTION ROAD ☐ GENERAL COMMERCIAL	☐ MIXED - I C & I ☐ OFFICES	☐ OTHER	☐ PROFESSIONAL OFFICE(S)
☐ UNKNOWN				

EXTERIOR

FREESTANDING: ☐ YES ☐ NO ACCESSIBILITY ☐ YES ☐ NO <u>101,654</u> TOTAL SQ FT AVAILABLE MINIMUM DIVISIBLE MAXIMUM CONTIGUOUS TOTAL SQFT TOTAL AREA CODE: ☒ ☐ ACRES ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE % BUILDING: _____ % USABLE: _____ % RENTABLE: _____ OFFICE / APT AREA: _____ OFFICE / APT AREA CODE: ☒ ☐ PERCENTAGE ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE INDUSTRIAL AREA: _____ INDUSTRIAL AREA CODE: ☒ ☐ PERCENTAGE ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE RETAIL AREA: _____ RETAIL AREA CODE: ☒ ☐ PERCENTAGE ☐ SQUARE FEET ☐ SQ. FT. DIVISIBLE MULTI FAMILY TOTAL UNITS # UTILITIES: ☒ ☐ AVAILABLE ☐ NO ☐ YES HYDRO: ☒ ☐ SINGLE PHASE ☐ THREE PHASE VOLTS: <u>347/600</u> AMPS: <u>1200</u>	# OF FLOORS: _____ # OF BAYS: _____ BAY SIZE: LENGTH: _____ FEET _____ INCHES _____ WIDTH: _____ FEET _____ INCHES _____ CLEARANCE HEIGHT: <u>12' - 18'</u> SHIPPING DOOR TYPES: DBLE MAN SHIP DOORS# _____ HEIGHT: _____ FEET _____ INCHES _____ WIDTH: _____ FEET _____ INCHES _____ GRADE LEVEL SHIP DOORS# <u>3</u> HEIGHT: _____ FEET _____ INCHES _____ WIDTH: _____ FEET _____ INCHES _____ TRUCK LEVEL SHIP DOORS# <u>23</u> HEIGHT: _____ FEET _____ INCHES _____ WIDTH: _____ FEET _____ INCHES _____ WATER: ☒ ☐ CO-OPERATIVE ☒ MUNICIPAL ☐ MUNICIPAL - METERED ☐ WELL ☐ NONE ☐ OTHER (see remarks) WATER SUPPLY TYPE: ☒ ☐ ARTESIAN WELL ☐ BLASTED / FRACKED WELL ☐ BORED WELL ☐ CISTERN ☐ COMMUNITY WELL ☐ DRAIN BACK SYSTEM ☐ DRILLED WELL ☐ DUG WELL ☐ LAKE / RIVER ☐ SAND POINT WELL ☐ SHARED WELL ☐ SHORE WELL ☐ SPRING WELL ☐ UNKNOWN ☐ OTHER (see remarks)	SEWER / SEWAGE: ☒ ☐ AEROBIC ☐ GREY WASTE ☐ HOLDING TANK ☒ MUNICIPAL SEWERS ☐ outhouse ☐ PRIVATE ☐ SANITARY ☐ SEPTIC ☐ SHARED ☐ STORM ☐ NONE ☐ OTHER (see remarks) EXTERIOR FEATURES: ☒ ☐ BEACH ☐ CANOPY ☐ CONVEYOR ☒ DOCK HEIGHT LOADING ☐ DOCK / MOORING ☐ DOORS UNDER 10 FT ☐ DOORS 10 TO 15 FT ☐ DOORS 15 TO 20 FT ☒ FENCED - FULLY ☐ FENCED - PARTIALLY ☐ FISHING ☐ GAS PUMPS ☒ GRADE LOADING ☐ LANDSCAPED ☐ LEVELLERS ☐ LIGHTING ☐ INSIDE LOADING ☐ PAVED YARD ☐ POOL ☐ RAIL HEIGHT LOADING ☐ RECREATIONAL AREA ☐ SECURITY GATE ☐ SLOPING ☐ STORAGE BUILDINGS ☐ TENNIS COURT ☐ WATERFRONT LOADING ☐ WORKSHOP / STORAGE ☐ OTHER (see remarks) CONSTRUCTION: ☒ ☐ BLOCK ☐ BRICK ☐ CONCRETE ☐ PREFABRICATED ☐ STONE ☐ STEEL FRAME ☐ WOOD FRAME ☐ OTHER (see remarks) YEAR BUILT: <u>1980</u>	RAIL: ☒ ☐ AVAILABLE ☐ NO ☐ YES CRANE: ☐ YES ☐ NO SOIL TEST: ☐ YES ☐ NO DATE SOIL TEST CONDUCTED: MO / DAY / YR CONSTRUCTION AUDIT: ☐ YES ☐ NO ENVIRONMENTAL AUDIT: ☐ YES ☐ NO ENVIRONMENTAL: ☒ ☐ PHASE 1 ☐ PHASE 2 ☐ PHASE 3 SITE INFLUENCES: ☒ ☐ AIRPORT NEARBY ☒ AMPLE PARKING ☐ CLEARED ☐ CORNER SITE ☐ DOWNTOWN ☐ GREENBELT / CONSERVATION ☐ HIGH TRAFFIC AREA ☒ HIGHWAY ACCESS ☐ INDUSTRIAL MALL ☐ INDUSTRIAL PARK ☐ MAJOR ANCHOR ☐ MAJOR HIGHWAY EXPOSURE ☐ OPEN SPACES ☐ PLAYGROUND ☐ PUBLIC PARKING ☐ PUBLIC TRANSPORT ☐ REC / COMMUNITY CENTRE ☐ REGIONAL MALL ☐ REGISTERED MINERAL CLAIM ☐ SHOPPING NEARBY ☐ TIMBER RIGHTS ☐ TREED ☐ VISUAL EXPOSURE ☐ OTHER (see remarks) DRIVEWAY TYPE: ☒ ☐ ASPHALT ☐ CONCRETE ☐ GRAVEL ☐ INTERLOCK ☐ PAVER STONE ☐ NONE ☐ OTHER (see remarks)	DRIVEWAY/PARKING: ☒ ☐ BOULEVARD ☐ CIRCULAR ☐ FRONT YARD ☐ HEATED ☐ IN / OUT ☐ LANE / ALLEY ☐ MUTUAL / SHARED ☐ OUTSIDE / SURFACE ☐ PAY ☐ PLAZA ☐ PRIVATE SINGLE WIDE ☐ PRIVATE DOUBLE WIDE ☐ PRIVATE TRIPLE + WIDE ☐ PUBLIC ☐ RESERVED / ASSIGNED ☐ RIGHT OF WAY ☐ RV / TRUCK PARKING ☐ STREET PARKING ONLY ☐ SURFACE / OPEN ☐ TANDEM ☐ TRUCK YARD ☐ UNDERGROUND ☐ VALET ☐ VISITOR PARKING ☐ NONE ☐ OTHER (see remarks) GARAGE: ☐ YES ☐ NO # GARAGE SPACES * _____ GARAGE TYPE *: ☒ ☐ ATTACHED ☐ BUILT-IN ☐ CARPORT ☐ COVERED ☐ DETACHED ☐ DBLE DETACHED ☐ HEATED ☐ INSIDE ENTRY ☐ UNDERGROUND ☐ NONE ☐ OTHER (see remarks) PARKING SPACES TOTAL: _____ # SHARED: _____ # DEDICATED: _____ # ONSITE: _____ # OFF SITE: _____ # TRAILER PARKING: _____ OUTDOOR STORAGE: ☐ YES ☐ NO
---	---	--	---	---



COMMERCIAL DATA INPUT FORM

EXTERIOR (continued)

ACCESS: ✓✓ ☐ BOAT ACCESS ☐ COUNTY ROAD ☐ DEEDED WATER ACCESS ☐ FEES APPLY ☐ MARINA DOCKING ☐ MUNICIPAL ROAD ☐ PAVED ROAD ☐ PRIVATE DOCKING ☐ PRIVATE ROAD ☐ PROVINCIAL HIGHWAY ☐ PUBLIC DOCKING ☐ RESTRICTED WATERFRONT ☐ RIGHT OF WAY - NOT DEEDED ☐ RIGHT OF WAY - DEEDED ☐ SEASONAL ACCESS ☐ UNASSUMED ☐ UNOPENED ROAD ALLOWANCE ☐ YEAR ROUND ☐ NONE ☐ OTHER (see remarks)	RESTRICTIONS: ✓✓ ☐ ACCESSIBILITY ☐ CONSERVATION CONTROL ☐ EASEMENT ☐ ENCROACHMENTS ☐ ENVIRONMENT PROTECTED ☐ EXPROPRIATION ☐ FLOOD PLAIN ☐ HERITAGE ☐ LAND LEASE ☐ MUNICIPAL ☐ NIAGARA ESC. COMMISSION ☐ OAK RIDGES MORaine ☐ RIGHT OF WAY ☐ SUBDIVISION COVENANTS ☐ NONE ☐ OTHER (see remarks)	SERVICES: ✓✓ ☐ AT LOT LINE - GAS ☐ AT LOT LINE - MUNICIPAL SEWER ☐ AT LOT LINE - MUNICIPAL WATER ☐ AT LOT LINE - HYDRO ☐ CABLE ☐ CELL SERVICE ☐ ELECTRICITY ☐ FIBRE OPTICS ☐ GARBAGE / SANI COLLECTION ☐ INTERNET HIGH SPEED ☐ INTERNET OTHER ☐ OFF GRID ☐ NATURAL GAS ☐ PUBLIC TRANSIT ☐ RECYCLING PICKUP ☐ TELEPHONE ☐ SCHOOL BUS ROUTE ☐ STREET LIGHTS ☐ UNDERGROUND WIRING ☐ NONE ☐ OTHER (see remarks)	EXTERIOR FINISH: ✓✓ ☐ ALUMINUM SIDING ☐ BRICK ☐ BRICK VENEER ☐ CEDAR ☐ CONCRETE BLOCK ☐ INSULBRICK ☐ LOG ☐ MASONITE / COLOURLOCK ☐ SHINGLES ☐ STEEL ☐ STONE ☐ STUCCO ☐ VINYL SIDING ☐ WOOD ☐ NONE ☐ OTHER (see remarks)	ROOFING: ✓✓ ☐ ASPHALT ☐ CEDAR ☐ FIBERGLASS ☐ FLAT ☐ GREEN ☐ MEMBRANE ☐ METAL ☐ ROLLED ☐ SLATE ☐ SOLAR ☐ TAR & GRAVEL ☐ TILE ☐ NONE ☐ OTHER (see remarks)
--	--	--	--	---

INTERIOR

UPFI: ✓ ☐ NO ☐ PARTIALLY REMOVED ☐ REMOVED ☐ YES BASEMENT: ☐ YES ☐ NO # OF WASHROOMS: _____ FLOORING: ✓✓ ☐ CARPET ☐ CARPET WALL TO WALL ☐ CERAMIC ☐ CONCRETE ☐ CORK ☐ ENGINEERED HWD ☐ FINISHED CONCRETE ☐ HARDWOOD ☐ HEAVY LOADING ☐ LAMINATE ☐ LINO / VINYL ☐ SLATE ☐ SOFTWOOD ☐ STEEL ☐ WOOD ☐ NONE ☐ OTHER (see remarks) ELEVATOR/ESCALATOR: ✓ ☐ ESCALATOR ☐ FREIGHT ☐ NONE ☐ PASSENGER ☐ PUBLIC	PRIMARY HEATING SOURCE: ✓✓ ☐ AIRTIGHT STOVE ☐ BASEBOARD ☐ COMBO FURNACE ☐ FIREPLACE - GAS ☐ FIREPLACE - WOOD ☐ FORCED AIR - ELECTRIC ☐ FORCED AIR - GAS ☐ FORCED AIR - OIL ☐ FORCED AIR - PROPANE ☐ FORCED AIR - WOOD ☐ FORCED AIR - WOOD / ELEC ☐ FORCED AIR - WOOD / OIL ☐ GEOTHERMAL ☐ HEAT PUMP ☐ HOT WATER - GAS ☐ HOT WATER - OIL ☐ HOT WATER - OTHER ☐ HOT WATER - PROPANE ☐ IN FLOOR ☐ NATURAL GAS ☐ OIL ☐ OUTDOOR FURNACE ☐ PELLET / CORN STOVE ☐ PROPANE ☐ RADIANT ☐ RADIATOR ☐ SOLAR ☐ SPACE HEATER ☒ UNIT HEATER ☐ WALL FURNACE ☐ WOOD ☐ WOODSTOVE ☐ NONE ☐ OTHER (see remarks)	SECONDARY HEATING SOURCE: ✓✓ ☐ AIRTIGHT STOVE ☐ BASEBOARD ☐ COMBO FURNACE ☐ FIREPLACE - GAS ☐ FIREPLACE - WOOD ☐ FORCED AIR - ELECTRIC ☐ FORCED AIR - GAS ☐ FORCED AIR - OIL ☐ FORCED AIR - PROPANE ☐ FORCED AIR - WOOD ☐ FORCED AIR - WOOD / ELEC ☐ FORCED AIR - WOOD / OIL ☐ GEOTHERMAL ☐ HEAT PUMP ☐ HOT WATER - GAS ☐ HOT WATER - OIL ☐ HOT WATER - OTHER ☐ HOT WATER - PROPANE ☐ IN FLOOR ☐ NATURAL GAS ☐ OIL ☐ OUTDOOR FURNACE ☐ PELLET / CORN STOVE ☐ PROPANE ☐ RADIANT ☐ RADIATOR ☐ SOLAR ☐ SPACE HEATER ☐ UNIT HEATER ☐ WALL FURNACE ☐ WOOD ☐ WOODSTOVE ☐ NONE ☐ OTHER (see remarks) ALTERNATIVE POWER: ✓✓ ☐ GENERATOR - WIRED ☐ MICROFIT ☐ SOLAR GROUND MOUNTS ☐ SOLAR POWER ☐ SOLAR ROOF MOUNTS ☐ TURBINES ☐ WIND POWER	INTERIOR FEATURES: ✓✓ ☐ BOARD ROOM ☐ BRICK & BEAM ☐ CEILING FANS ☐ DRAPES/BLINDS ☐ FLOOR DRAINS ☐ FLORESCENT LIGHTS ☐ FREIGHT ELEVATOR ☐ HIGH PRESS. LIGHTS ☐ HOISTS ☐ INDOOR POOL ☐ INTERCOM ☐ LAUNDRY FACILITIES ☐ LIVING ACCOMMODATIONS ☐ LUNCH ROOM ☐ PUBLIC WASHROOMS ☐ RECREATIONAL FACILITIES ☐ SECURITY SYSTEM ☐ SKYLIGHTS ☐ STORAGE ☐ STOREFRONT ☐ SUSPENDED CEILINGS ☐ VENTILATION SYSTEM ☐ WINDOW DISPLAY ☐ WORKSHOP ☐ NONE ☐ OTHER (see remarks) HVAC FEATURES: ✓✓ ☐ AIR CLEANER ☐ AIR CONDITIONER ☐ AIR EXCHANGER ☐ CENTRAL AIR ☐ DUCTLESS ☐ DUCT WORK ☐ ENERGY STAR EFFICIENT ☐ HRV SYSTEM ☐ IN FLOOR ☐ PARTIAL ☐ PLENUM HUMIDIFIER ☐ ROUGHED IN ☐ WALL MOUNT A / C ☐ WINDOW MOUNT A / C ☐ NONE ☐ OTHER (see remarks)	RENTAL EQUIPMENT: ✓✓ ☐ AIR CONDITIONER ☐ ALARM SYSTEM ☐ BURNER ☐ COOLER(S) ☐ FREEZER(S) ☐ FURNACE ☐ HWT - ELECTRIC ☐ HWT - GAS ☐ HWT - OIL ☐ HWT - PROPANE ☐ HYDRO LIGHT ☐ POP MACHINE(S) ☐ PROPANE TANK ☐ REFRIGERATOR(S) ☐ SENTINEL LIGHT ☐ SPACE HEATER ☐ STOVE / OVEN(S) ☐ TANKLESS WATER HEATER ☐ WATER FILTER ☐ WATER SOFTENER ☐ WATER TREATMENT ☐ NONE ☐ OTHER (see remarks) PROTECTION: ✓✓ ☒ ALARM ☐ ALARM SYSTEM - FIRE ☐ ALARM SYSTEM - THEFT ☐ CARBON MONOXIDE DETECTOR ☐ COLD ALARM ☐ EXHAUST HOOD EXTINGUISHER ☐ EXT. FIRE HOOKUP ☐ FIRE ESCAPE ☐ HEAT DETECTOR ☐ HYDRANT ☐ MONITORED ALARM SYSTEM ☐ FIRE PROTECTION ☐ SMOKE DETECTOR - BATTERY ☐ SMOKE DETECTOR - WIRED ☒ SPRINKLER - FULL ☐ SPRINKLER - PARTIAL ☐ NONE ☐ OTHER (see remarks)
---	---	---	--	--



COMMERCIAL DATA INPUT FORM

FINANCIAL INFORMATION

CONFIDENTIALITY AGREEMENT ☐ YES ☐ NO	FINANCIAL STATEMENTS: ☐ YES ☐ NO	CHATELS: ☐ YES ☐ NO	LEASE COMMENTS:		
RENTAL INCOME: ☐ YES ☐ NO	NUMBER OF SEATS:	CURRENT L.I.B.O. ☐ YES ☐ NO	HEAT EXPENSE:	HYDRO EXPENSE:	INSURANCE EXPENSE:
MAINTENANCE EXPENSE:	MANAGEMENT EXPENSE:	OTHER EXPENSES:	TAX EXPENSE:	WATER EXPENSE:	GROSS INCOME / SALES:
VACANCY ALLOWANCE:	OPERATING EXPENSES:	NET INCOME: (before debt)	ESTIMATED INVENTORY VALUES AT COST	COMMON AREA UPCHARGE:	PERCENTAGE RENT:
EXPENSES: ☐ ACTUAL ☐ ESTIMATED COMPLETE ONLY IF YOU HAVE ENTERED ANY	YEAR EXPENSES: y y y y	MORTGAGE COMMENTS:			

FRANCHISES: FRANCHISE: ☐ YES ☐ NO FEE INCLUDED: ☐ YES ☐ NO APPROVAL REQUIRED: ☐ YES ☐ NO
 AGREEMENT REQUIRED: ☐ YES ☐ NO YEARS OPERATED: _____

WATERFRONT DETAILS (mandatory fields in this section only apply if Waterfront Yes is selected at the top of the form)

WATERFRONT NAME: _____ WATER TYPE: ☐ CANAL ☐ LAKE ☐ RIVER ☐ OTHER
 WATERFRONTAGE: (# OF FEET ON WATER): _____ WATER SHORELINE ROAD ALLOWANCE: ☐ OWNED ☐ PARTIALLY OWNED ☐ NOT OWNED ☐ NONE
 WATERFRONT EXPOSURE: ☐ N ☐ S ☐ E ☐ W ☐ NW ☐ NE ☐ SW ☐ SE ☐ MULTI

WATERFRONT FEATURES: ✓✓			SHORELINE: ✓✓		WF ACCESSORY BUILDINGS: ✓✓
☐ BEACH	☐ ISLAND	☐ SEAWALL	☐ CLEAN	☐ ROCKY	☐ BOATHOUSE - DOUBLE SLIPS
☐ BEACON	☐ MARINA SERVICES	☐ STAIRS TO WF	☐ DEEP	☐ SANDY	☐ BOATHOUSE - MULTIPLE SLIPS
☐ BOAT LAUNCH	☐ MARINE RAIL	☐ TRENT SYSTEM	☐ GRAVEL	☐ SHALLOW	☐ BOATHOUSE - MULTIPLE STOREY
☐ BOAT LIFT	☐ MOORING WHIPS	☐ WATER ACCESS	☐ HARD BOTTOM	☐ SOFT BOTTOM	☐ BOATHOUSE - SINGLE SLIP
☐ BOATSLIP	☐ MOTORS RESTRICTED	☐ WATERFRONT	☐ MIXED	☐ WEEDY	☐ BOATHOUSE - TRIPLE SLIPS
☐ BREAKWATER	☐ NO MOTORS	☐ WF - DEEDED	☐ NATURAL	☐ OTHER (see remarks)	☐ BOATHOUSE - TWO STORY
☐ CABLE LIFT	☐ PARKING - DEEDED	☐ WF - NOT DEEDED			☐ BOATHOUSE - WETSLIP
☐ CANAL FRONT	☐ PARKING - NOT DEEDED	☐ WF - TRAVELLED ROAD BETWEEN			☐ BUNK HOUSE
☐ DOCK	☐ RIVER ACCESS	☐ OTHER (see remarks)			☐ DRY BOATHOUSE - DOUBLE
	☐ RIVERFRONT				☐ DRY BOATHOUSE - MULTIPLE
					☐ DRY BOATHOUSE - SINGLE
					☐ WITH ACCOMMODATIONS ABOVE

COMMENTS

PUBLIC REMARKS / INTERNET AD: (1000 spaces-Ad for Internet)

Location, Location – For Sale – Rare Industrial opportunity just minutes south of HWY 401 along Wilton Grove Road. Former SEARS building was originally built in 1980 and consists of 101,654 SF on 11.58 acres with easy access to HWY 401 from Highbury Avenue South and Wellington Road South. The warehouse area consists of 82,254 SF, former retail area is 7,486 SF and second floor office area is 11,915 SF. Clear ceiling heights vary from 11 ft, 8 in to 40 ft clear and shipping includes 23 truck level docks, 3 drive-in doors and 2 knockout panels. Large fenced in gravel truck yard with gate and lights. General Industrial (GI1) and Heavy Industrial (HI1) zoning which permits a wide variety of uses including manufacturing, warehousing, transport terminals, etc.

REALTOR® REMARKS: (350 spaces)

All inquiries, showings and offers through Listing Agent at Seller's request.

INCLUSIONS: (250 spaces) ☒ NONEEXCLUSIONS: (250 spaces) ☒ NONE

COMMERCIAL DATA INPUT FORM

BROKERAGE INFORMATION

BROKERAGE 1 CBRE LIMITED, BROKERAGE

PH# (519) 673-6444

REALTOR® 1 NAME / USER ID: LARIN SHOULDICE

LSSHOU

PH# (519) 286-2019

EMAIL: larin.shouldice@cbre.com

REALTOR® 2 NAME / USER ID: RANDY FISHER

LSFISHRA

PH# (519) 286-2009

EMAIL: randy.fisher@cbre.com

BROKERAGE 2:

PH#

REALTOR® 1 NAME / USER ID:

PH#

EMAIL:

REALTOR® 2 NAME / USER ID:

PH#

EMAIL:

CO-OPERATING BROKER COMMISSION: 2%

INTEREST BEARING TRUST ACCOUNT: ☒ YES ☐ NOARRANGEMENTS / ALTERED LISTING CONTRACT: ☐ YES ☒ NOSPIS: ☐ YES ☐ NOSPIS SCHEDULE: ☐ YES ☐ NOSHOWING INSTRUCTIONS: ☒ GO DIRECT ☐ SHOWING SYSTEM ☐ TLBO ☒ TLSP ☐ OTHER:LOCKBOX: ☐ ELECTRONIC ☐ MECHANICAL ☐ NONE ☐ NOT ALLOWEDSIGN: ☒ YES ☐ NOCONTACT AFTER EXPIRED: ☐ YES ☒ NOPUBLISH ADDRESS TO PUBLIC WEBSITES: ☒ YES ☐ NOPUBLISH TO PUBLIC WEBSITES: ☐ YES ☒ NOINCLUDE IN DDF: ☐ YES ☒ NODDF LINK BACK URL: <http://>VIRTUAL TOUR - BRANDED FOR REALTOR.ca & DDF URL: <http://>VIRTUAL TOUR - UNBRANDED FOR IDX URL: <http://>ADDITIONAL PICTURES FOR CREA & DDF URL: <http://>ALTERNATE FEATURE SHEET FOR CREA URL: <http://>MAP SERVICES FOR CREA & DDF URL: <http://>SALES BROCHURE FOR CREA URL: <http://>3D VIRTUAL TOUR URL (will be coming soon to REALTOR.ca): <http://>

I acknowledge having carefully read this entire form and confirm the accuracy of all the above information concerning my property. I agree to allow accuracy changes to items for example, taxes, legal description and lot size.

Signature of Seller / Landlord

2472602 ONTARIO INC.

Date

Nov 8/19

Signature of Seller / Landlord

Date

Signature of Seller / Landlord

Date

Signature of Seller / Landlord

Date

PLEASE NOTE: For complete information Appendices must be completed for the following property types:
Appendix AA - Commercial Lease / Sub-Lease or Appendix BB - Commercial Vacant Land



EXHIBIT “E”

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 proposed monitor of the Applicants (the “**Proposed Monitor**” and if appointed, the **Monitor**”), have prepared the Cash Flow Forecast based primarily on estimated receipts and disbursements related to the CCAA proceedings and the ongoing operations.

The Cash Flow Forecast assumes that the Applicants file for protection under the CCAA in the week beginning December 2, 2019.

Assumptions:

1.	Sales Receipts	Includes the estimated sales of Cannabis Products based on existing and projected sales orders. It is assumed collections continues on existing terms with the current customers. New customers are assumed to have terms ranging from pre-paid to 60 days. Receipt amounts include excise tax but not HST. The HST impact of sales is considered a flow through. Amounts are net of any credits from 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 Company for months prior to this cash flow period.
3	Other Receipts	AgMedica receives rental income from its existing properties.
4	Production Costs	This includes all costs to cultivate, process and package Cannabis Products. This is based on historical run rates.
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 currently holds a genetic license agreement with Mercury Morpheus Designs ("MMG") for use of its proprietary strains. AgMedica is required to pay a minimum royalty payment annually at \$200,000. 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.
11	Rent, Utilities, Insurance	Utilities and Insurance amounts will change if underlying properties are sold/leased. AgMedica leases three offices, one in Chatham, Toronto and Calgary.
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	Excise tax is based on estimated sales as well as outstanding receivables. It is assumed these will be paid to continue to avoid potential disruption of the receipt of excise stamp or potential impact to their Health Canada license.
14	Funding Agreements and commitments	AgMedica has entered into contract with Bio Therapeutic Molecules Inc. ("BTMI"), an external research and development management services. 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 \$2 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.

16	DIP Interest Payments and Commitment Fee	As per the DIP Agreement, there is a required commitment fee that is paid out of the first advancement. A portion was paid upon the first \$1,000,000 and the remaining commitment fee will be paid upon the Approval of the DIP Charge at the comeback hearing. With exception of the first month, which was paid in advance, 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.
17	Financing and loans - Principal and Interest	AgMedica has 3 secured lenders: Stabilis, Stone Quest and Philipp. It is expected that interest payments will continue to be paid during the forecast period. Stone Quest Interest was paid in full in advance up to the Maturity Date at the end of December. Therefore, continued interest payments are included thereafter. The Maturity dates of the loans are May 31 2020, December 31, 2019, January 23, 2020, respectively. No principal payments on maturity are included in this forecast and the interest is assumed to continued to be paid at the rates in accordance with the loan agreement after the maturity dates. Promissory notes and convertible debt and their related interest are stayed and are not included in the Cash Flow Forecast.

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

AFFIDAVIT OF TREVOR HENRY

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

Rebecca L. Kennedy (LSO# 61146S)

Email: rkennedy@tgf.ca

Owen Gaffney (LSO# 75017B)

Email: ogaffney@tgf.ca

Adam Driedger (LSO# 77296F)

Email: adriedger@tgf.ca

Tel: 416-304-1616

Fax: 416-304-1313

Lawyers for the Applicants

TAB 3

Court File No. 19-CV

**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”)

Applicants

AFFIDAVIT OF TREVOR HENRY
(Sworn December 1, 2019)

I, Trevor Henry, of the Municipality of Chatham-Kent, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the Chief Executive Officer (“CEO”) of AgMedica Bioscience Inc. (“AgMedica”). As one of the founders of AgMedica, I have been with the company since 2014. I have served as its CEO since 2018.

2. In addition, I have been a licensed Doctor of Veterinary Medicine in good standing for over twenty-seven (27) years, and was the president and founding member of the Chatham-Kent Veterinary Professional Corporation.

3. As AgMedica's CEO, my primary responsibilities include managing the overall operations and resources of the company, making major corporate decisions, and acting as the main point of contact between the board of directors and corporate operations team.

4. As such, I have knowledge of the matters hereinafter deposed to, save where I have obtained information from others. Where I have obtained information from others, I have stated the source of the information and believe it to be true.

5. This affidavit is sworn in support of an application by the Applicants (defined below) for an order (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") to facilitate the reorganization of the Applicants for the benefit of their stakeholders.

6. All monetary amounts referred to in this Affidavit are in Canadian dollars, unless otherwise noted.

II. OVERVIEW OF THE APPLICANTS

A. Background

7. AgMedica, the primary Applicant, is a licenced producer of cannabis located in Chatham-Kent, Ontario. AgMedica is currently in a liquidity crisis. The Applicants require immediate interim financing and the protections afforded under the CCAA in order to maintain the *status quo* and obtain the breathing room required to pursue and implement their restructuring strategy (discussed in further detail below).

8. With the benefit of the protection afforded by the CCAA, AgMedica will be able to maintain its value, preserve jobs for its employees, and generally stabilize its business operations for the benefit of all of the Applicants' stakeholders.

B. Corporate Structure

9. AgMedica is a private company that was federally incorporated on November 22, 2013, under the *Canada Business Corporations Act*, and maintains its registered head office at Suite 200, 111 Heritage Road, Chatham-Kent, Ontario (the “**Head Office**”). Copies of the corporate registry searches with respect to AgMedica and its Subsidiaries (defined below) (collectively, the “**Applicants**”) are attached hereto as **Exhibit “A”**.

10. AgMedica controls multiple subsidiaries (each, a “**Subsidiary**” and collectively, the “**Subsidiaries**”) through which it, among other things, beneficially owns various real and intellectual property. The following chart summarizes the Subsidiaries:

Name of Subsidiary	Jurisdiction of Incorporation	Ownership Interest
2472602 Ontario Inc. (formerly “Crosshair Ventures Inc.”) (“ 247 ”)	Ontario	100%
2642466 Ontario Inc. (“ 264 ”)	Ontario	100%
Wellworth Health Corp. (formerly “11201336 Canada Inc.”) (“ Wellworth ”)	Canada	80%
8895309 Canada Inc. (“ 889 ”)	Canada	100%
8050678 Canada Inc. (“ 805 ”)	Canada	100%
8326851 Canada Inc. (“ 832 ”)	Canada	100%
Unique Beverages (USA) Inc. (“ UB ”)	U.S.	100%
WorldWide Beverages Innovations Inc. (“ WWB ”)	Canada	100%

Tavivat Naturals Inc. (“ TN ”)	Canada	100%
Eseela Inc. (“ Eseela ”)	Canada	100%

11. A copy of the Applicants’ organizational chart, which provides a brief description of the role of each Subsidiary, is attached hereto as **Exhibit “B”**.

12. While one of the Subsidiaries, UB, is a corporation incorporated under U.S. law, it was previously acquired as part of a larger transaction and is no longer operating.

C. The Business

13. AgMedica is a licensed producer of cannabis in accordance with the *Cannabis Act* (the “**Act**”) and the *Cannabis Regulations* (the “**Regulations**”). The principal activities of AgMedica are the production, distribution, and sale of dried cannabis flower, pre-rolled cannabis joints, cannabis softgel capsules, and cannabis oil (collectively, the “**Cannabis Products**”).

14. AgMedica obtained a cannabis license (the “**License**”) from Health Canada in accordance with the Act and Regulations on June 15, 2018, in respect of zone 1 (“**Zone 1**”) of its indoor production and distribution facility located at 566 Riverview Drive, Chatham-Kent, Ontario (the “**Riverview Facility**”). AgMedica beneficially owns the Riverview Facility through its Subsidiary, 247. The License was amended on August 3, 2018, to permit AgMedica to produce, distribute, and sell cannabis oil products effective May 31, 2019. A copy of the License is attached hereto as **Exhibit “C”**.

15. Zone 1 represents approximately 42% of the overall square footage of the Riverview Facility. The production capacity in Zone 1 is approximately 6,000 kilograms of Cannabis Products per year, which represents approximately \$30,000,000 in annual revenues.

16. On August 30, 2019, AgMedica received approval from Health Canada to extend the License to an additional twelve (12) growing rooms within zone 2 (“**Zone 2**”) of the Riverview Facility (the “**Additional Growing Rooms**”). AgMedica is not yet producing Cannabis Products in the Additional Growing Rooms. However, once the Additional Growing Rooms become fully operational, AgMedica’s production capacity will increase to approximately 24,000 kilograms of Cannabis Products per year, which represents approximately \$120,000,000 in forecasted annual revenue.

17. AgMedica also obtained a medical sales license (the “**Medical License**”) from Health Canada in accordance with the Act and the Regulations on August 2, 2019, in respect of the Head Office. The Medical License permits AgMedica to undertake certain customer care activities at the Head Office. A copy of the Medical License is attached hereto as **Exhibit “D”**.

D. Cannabis Licensing & Regulations

18. AgMedica is committed to regulatory and compliance excellence, and strictly adheres to all requirements under the Act and Regulations, along with all requirements and conditions under the License.

19. The License permits AgMedica to undertake the following activities (collectively, the “**Licensed Activities**”) within Zones 1 and 2 of the Riverview Facility:

- (a) possess cannabis;

- (b) obtain dried cannabis, fresh cannabis, cannabis plants or cannabis plant seeds by cultivating, propagating and harvesting cannabis;
- (c) sell cannabis in accordance with subsection 11(5) of the Regulations;
- (d) for the purpose of testing, obtain cannabis by altering its chemical or physical properties by any means;
- (e) produce cannabis, other than by cultivating, propagating or harvesting it;
- (f) sell cannabis in accordance with subsection 17(5) of the Regulations; and
- (g) sell cannabis products in accordance with section 27, Part 14, Division 1 of the Regulations.

20. The License is subject to the following conditions:

- (a) AgMedica must satisfy the requirements set out in the Health Canada document entitled “Mandatory cannabis testing for pesticide active ingredients – Requirements”;
- (b) AgMedica may only sell or distribute to holders of a license for sale and persons that are authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, the following products: (i) cannabis plants; (ii) cannabis plant seeds; (iii) dried cannabis; (iv) fresh cannabis; (v) cannabis oil; (vi) cannabis topicals; (vii) cannabis extracts; and (viii) edible cannabis; and

- (c) AgMedica may only send or deliver to a purchaser, at the request of holders of a license for sale and persons that are authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, the following products: (i) cannabis plants; (ii) cannabis plant seeds; (iii) dried cannabis; (iv) fresh cannabis; (v) cannabis oil; (vi) cannabis topicals; (vii) cannabis extracts; and (viii) edible cannabis.

21. The License expires on December 8, 2020 (the “**Expiry Date**”). AgMedica must apply for and obtain renewal prior to the Expiry Date in order to continue carrying on Licensed Activities after the Expiry Date. The License is critically important to AgMedica and its stakeholders. Without the License, AgMedica could not carry on its business.

22. At present, approximately 99% of the Cannabis Products sold by AgMedica are for domestic recreational consumption, with the remaining 1% of its Cannabis Products sold for domestic and international medicinal use.

23. AgMedica is aiming to bolster its domestic recreational and international medicinal sales through various licensing agreements and joint ventures (discussed in further detail below) with a view to becoming a global leader in the research, manufacture, and commercialization of innovative Cannabis Products that support the lifestyle, recreational pursuits, and wellness journey of AgMedica’s customers.

24. AgMedica’s recreational Cannabis Products are primarily sold directly to consumers through various provincial online stores, such as the Ontario Cannabis Store (“**OCS**”), or through provincially licensed retailers. Currently, AgMedica sells, or has agreements in place to sell, its

Cannabis Products in British Columbia, Alberta, Manitoba, Saskatchewan, Ontario, Prince Edward Island, Newfoundland, New Brunswick, Nunavut, and the Northwest Territories.

E. *Employees & Pension Plans*

25. AgMedica currently employs approximately 160 full-time employees. Most of AgMedica's employees are located in Chatham-Kent, Ontario. As such, AgMedica is a significant employer in the Chatham-Kent region. None of AgMedica's employees are unionized or otherwise party to a collective agreement in connection with their employment with AgMedica.

26. AgMedica does not sponsor, administer, or otherwise have any registered or unregistered pension plan for its employees. AgMedica provides a standard benefits plan to its employees, covering medical assistance and extended health services, dental care, AD&D insurance, life insurance, and critical illness insurance.

F. *Material Contracts*

(i) Herbolea License

27. AgMedica's business relationship with Herbolea S.r.l. ("**Herbolea**"), a corporation incorporated under the laws of Italy, and Herbolea Biotech S.r.l. ("**Biotech**"), a corporation incorporated under the laws of Italy, (collectively, the "**Herbolea Group**") is critical to the success of AgMedica's business.

28. Herbolea currently owns 75% of Biotech's outstanding shares, with the remaining 25% owned by AgMedica. Biotech owns the intellectual property rights with respect to certain

technology relating to the extraction, preservation, and stabilization of phyto-cannabinoids and terpenes from cannabis, hemp, and botanicals (the “**Technology**”).

29. Biotech and AgMedica entered into a Technology Licensing Agreement, along with other ancillary documents, with respect to the Technology on February 28, 2019, as amended on November 20, 2019, (the “**TLA**”). The TLA provides AgMedica with an exclusive license to use the Technology in Canada and an option for a non-exclusive license to use the technology in Germany, which AgMedica is currently in the process of exercising. Currently, AgMedica does not have any assets or operations in Germany.

30. The Technology represents a key differentiating factor between AgMedica and other licensed producers of cannabis in Canada as it provides a competitive advantage with respect to the production of Cannabis Products. The Technology, among other things: (i) significantly reduces processing time, which results in faster Cannabis Product turnover; and (ii) yields a true cannabis extract that has been demonstrated to provide yields in excess of 90%, as compared to the “supercritical CO2 method” or the “ethanol method” used by most other licensed producers, which typically only provide yields between 50% and 85%.

31. Currently, AgMedica still employs the supercritical CO2 method as the Technology is still in the testing stage at the Riverview Facility. However, AgMedica’s goal is to transition to employing the Technology for up to 100% of its ordinary course extraction in 2020.

(ii) MMG License

32. As discussed above, AgMedica is aiming to increase its international medicinal sales, particularly in respect of Cannabidiol (“**CBD**”) based products. CBD is a naturally occurring

chemical compound derived from the cannabis plant and is increasingly prescribed in the medicinal context due to its potential to help treat, among other things, childhood epilepsy, inflammation, chronic pain, stress, anxiety, and insomnia.

33. Mercury Morpheus Designs, SL (“**MMG**”), a corporation incorporated under the laws of Spain, owns the intellectual property rights with respect to the production of certain world leading genetic strains of CBD-rich cannabis (the “**MMG Strains**”).

34. Through its genetics license agreement with MMG dated January 24, 2019 (the “**GLA**”), AgMedica obtains the MMG Strains for commercial use in seed form. This allows AgMedica to produce high quality strains of Cannabis Products containing high percentages of CBD.

35. The GLA also provides AgMedica with an exclusive license to use the MMG Strains within Canada, Germany, France, Belgium, Portugal, Israel, Chile, Barbados, and the Bahamas, for the limited purpose and scope of cultivating, growing, developing, marketing, and selling products derived from the MMG Strains. AgMedica has not yet commenced any operations pursuant to the GLA in any of the above noted jurisdictions other than Canada.

(iii) Nutrasource Agreements

36. On September 13, 2018, AgMedica entered into a Master Services Agreement with Nutrasource Diagnostics Inc. (“**Nutrasource**”), as amended on January 28, 2019, (the “**MSA**”).

37. Nutrasource works closely with AgMedica to assign substantiated claims, using the available data derived from appropriate human and animal trials, to various Cannabis Products for the primary purpose of product and brand differentiation. In addition, Nutrasource provides AgMedica with the following consulting services:

- (a) global product development strategy;
 - (b) product portfolio planning;
 - (c) global regulatory consulting;
 - (d) global clinical strategy;
 - (e) operational clinical trial support;
 - (f) data management strategy; and
 - (g) intellectual property and publication strategy.
- (iv) Med-C Biopharma
38. Although the overwhelming majority of AgMedica's Cannabis Products are currently sold for domestic recreational use, AgMedica is of the view that there are significant opportunities for growth in the international medicinal market.
39. To that end, AgMedica is in the process of developing various pharma-grade formulated medicinal products and formulations (for both human and veterinary use) focused on specific clinical targets with respect to oncology, inflammation, and psychological disorders through an exclusive joint venture and licensing agreement (the "**MedC Agreement**") with Med-C Biopharma Corp. ("**MedC**").
40. The MedC Agreement, among other things, provides AgMedica with indirect access to Israel's National Medicinal Cannabis Lab at the Agricultural Research Organization (the "**ARO**")

in specific therapeutic areas. The ARO holds one of the world's largest intellectual property repositories in pharmaceutical cannabis research.

41. Under the MedC Agreement, AgMedica and MedC will focus their management and scientific teams in Canada and Israel to accelerate the development of medicinal products. Clinical trials under the MedC Agreement will strategically take place in Israel, when appropriate, where such trials move considerably faster than in other jurisdictions, thus providing AgMedica with an opportunity to get new medicinal products to market faster than its global competitors.

42. The MedC Agreement further provides AgMedica with the exclusive rights to commercialize therapeutics developed by MedC in Canada and a global right of first refusal with respect to commercialization outside of Israel.

43. Pursuant to the MedC Agreement, AgMedica acquired a 9% ownership interest in MedC, with an option to increase its interest to 20%.

(v) KD Pharma

44. In September 2018, AgMedica entered into an exclusive joint venture agreement (the “**KD Pharma JV**”) with O3 Holding GmbH, a corporation incorporated under the laws of Germany, along with its affiliated companies (collectively, “**KD Pharma**”).

45. Under the KD Pharma JV, AgMedica and KD Pharma jointly created 10936812 Canada Inc., a corporation incorporated under the laws of Canada (the “**JV Company**”). KD Pharma and AgMedica each control 50% of the JV Company.

46. The principal purpose of the KD Pharma JV is to (through the JV Company) develop, market, distribute, and sell: (i) raw materials; (ii) dietary ingredients; (iii) active pharmaceutical ingredients; (iv) softgel capsules; and (v) cannabis oil-based products, with or without Omega-3, derived from the extraction, isolation, and purification of phytochemical cannabis components (collectively, the “**JV Activities**”).

47. AgMedica and KD Pharma have each entered into licensing agreements with the JV Company that permit the JV Company to use certain intellectual property that is necessary in order for it to carry out the JV Activities.

48. KD Pharma is one of the largest producers of Omega-3 in the world with a global supply chain and client base. Omega-3 shares some similar clinical properties with cannabis and there is significant potential for market segment crossover between Omega-3 softgel capsules and cannabis softgel capsules.

49. The KD Pharma JV provides AgMedica with strong product and supply chain synergies for the development and commercialization of differentiated cannabis derived softgel capsules and oral cannabis liquids. In addition, KD Pharma, by virtue of its technical expertise and intellectual property, will provide AgMedica with proprietary commercial-scale separation, isolation, and extraction techniques with the potential to reduce the input costs associated with the production of AgMedica’s products.

(vi) Battery Agreement

50. AgMedica consumes significant amounts of electricity in connection with producing Cannabis Products, which comes at a considerable cost. In an effort to reduce its energy costs, on

December 7, 2018, AgMedica entered into a Battery Energy Services Agreement, as amended on June 21, 2019, and as amended and restated on September 25, 2019, (the “**Battery Agreement**”) with EDF Renewables LP, an Ontario limited partnership, c/o EDF Renewables Distributed Solutions, Inc., a corporation incorporated under the laws of Delaware (collectively, “**EDF**”).

51. The term of the Battery Agreement is 15 years. The Battery Agreement generally provides that EDF will procure, construct, and operate a battery energy storage system (the “**BESS System**”) at the Riverview Facility. The BESS system reduces AgMedica’s electricity costs, resulting in energy savings (the “**GA Savings**”).

52. Pursuant to the Battery Agreement, AgMedica will “share” the GA Savings with EDF by paying EDF 63% of the total GA Savings on an annual basis, which were estimated to range between \$631,856 and \$759,951 per annum until the term of the agreement expires in 2035.

G. Cash Management

53. The Applicants’ primarily conduct their banking through Libro Credit Union (“**Libro**”). The Applicants have eleven (11) different accounts with Libro in order to address their day-to-day cash management requirements. In addition, the Applicants have six (6) business deposit accounts with the Royal Bank of Canada (“**RBC**”).

III. FINANCIAL SITUATION OF THE APPLICANTS

A. AgMedica’s Financial Statements

54. Full copies of AgMedica’s most recent quarterly unaudited and annual audited financial statements are attached hereto as **Exhibits “E” and “F”**, respectively.

B. Assets of the Applicants

55. As discussed herein, the majority of the Applicants' securable assets are various real property assets located in Ontario (the "**Real Property**"). The Real Property is subject to the interests of the Applicants' secured creditors, and therefore is discussed in more detail in the following section.

C. The Applicants' Secured Creditors

(i) Stone Quest Secured Debt

56. On May 7, 2019, AgMedica entered into a loan agreement (the "**Stone Quest Loan Agreement**") with Stone Quest Capital Corp. ("**Stone Quest**"), wherein Stone Quest agreed to loan a maximum principal amount of \$5,000,000 to AgMedica (the "**Stone Quest Loan**"). The term of the Stone Quest Loan was initially five months, expiring November 13, 2019, but was subsequently extended to December 31, 2019 (the "**Extension**"). A copy of the Stone Quest Loan Agreement is attached hereto as **Exhibit "G"**.

57. Interest under the Stone Quest Loan Agreement accrues at a rate of 18% per annum and is payable monthly. However, in consideration for the Extension, the interest accruing between November 13, 2019 and December 31, 2019, was paid up front.

58. The Stone Quest Loan was required to finance AgMedica's day-to-day working capital requirements until AgMedica obtained longer-term financing in order to, among other things, achieve sufficient liquidity to continue as a going concern.

59. The Stone Quest Loan is secured by the following documents (collectively, the “**Stone Quest Security**”, copies of which are attached hereto as **Exhibits “H” to “J”**):

- (a) a first charge mortgage and a general assignment of rents with respect to 1095 Wilton Grove, London, Ontario (the “**London Property**”) granted in favour of Stone Quest;
- (b) a General Security Agreement (“**GSA**”) from AgMedica granted in favour of Stone Quest creating a security interest in all present and after acquired property of AgMedica; and
- (c) a GSA from 247 granted in favour of Stone Quest creating a security interest in all present and after acquired property of 247.

60. The Stone Quest Loan is current and, prior to this CCAA filing, is not in default.

(ii) Stabilis Secured Debt

61. On May 31, 2019, 247 and 264 entered into a loan agreement (the “**Stabilis Loan Agreement**”) with SF V Bridge III, LP, a Delaware Limited Partnership (“**Stabilis**”), wherein Stabilis agreed to loan a maximum principal amount of US\$8,131,863 to AgMedica (the “**Stabilis Loan**”), which accrues interest at a rate of 12% per annum. Interest is payable on a monthly basis. A copy of the Stabilis Loan Agreement is attached hereto as **Exhibit “K”**.

62. The term of the Stabilis Loan Agreement is one year and will mature on May 31, 2020, upon which the full principal amount plus interest becomes due. The purpose of the Stabilis Loan was to allow certain of the Applicants to, among other things, refinance certain existing

indebtedness secured by the Riverview Property, 650 Riverview Drive (“**650 Riverview**”), 715 Richmond Street (“**715 Richmond**”), and 830 Richmond Street (“**830 Richmond**”) in Chatham-Kent, Ontario.

63. The Stabilis Loan is evidenced by a Promissory Note and secured by the following documents (collectively, the “**Stabilis Security**”, copies of which are attached hereto as **Exhibits “L” and “M”**):

- (a) demand debentures for which the collateral is the Riverview Property, 650 Riverview, 715 Richmond, and 830 Richmond, which are secured by first-ranking mortgages in respect of same; and
- (b) a corporate guarantee from AgMedica granted in favour of Stabilis secured by 100% of AgMedica’s shares in 247 and 264.

64. The Stabilis Loan is current and, prior to this CCAA filing, is not in default.

(iii) Philipp Secured Debt

65. On October 23, 2019, AgMedica entered into a loan agreement (the “**Philipp Loan Agreement**”) with Kathleen Glynn Philipp (“**Philipp**”), an individual residing in Florence, Italy, wherein Philipp agreed to loan a maximum principal amount of US\$3,816,000 to AgMedica (the “**Philipp Loan**”), which accrues interest at a rate of 24% per annum. Interest is payable on a monthly basis. A copy of the Philipp Loan Agreement is attached hereto as **Exhibit “N”**.

66. The term of the Philipp Loan is three months and will mature on January 23, 2020, upon which the full principal amount plus any accumulated interest becomes due. The Philipp Loan is

a bridge loan, the purpose of which is to finance AgMedica's day-to-day working capital requirements until AgMedica obtains longer-term financing.

67. The Philipp Loan is secured by the following documents (collectively, the "**Philipp Security**", copies of which are attached hereto as **Exhibits "O" to "Q"**):

- (a) a GSA from AgMedica in favour of Philipp creating a first-ranking security interest in all present and after acquired personal property of AgMedica;
- (b) a limited recourse guarantee from 247, limited to 247's right, title, and interest in the London Property secured by a second collateral mortgage in respect of same; and
- (c) a limited recourse guarantee (the "**Philipp Guarantee**") from Arthur VanderPol, Jeroen Buitenhuis, Nicholas John Roberts, Peter Van Mol, and Trevor Henry (each, a "**Philipp Guarantor**" and collectively, the "**Philipp Guarantors**") in favour of Philipp limited to each Philipp Guarantor's right, title, and interest in the shares of AgMedica owned by such Philipp Guarantor.

68. Pursuant to a subordination and postponement agreement executed by Philipp, Stone Quest, and AgMedica dated October 23, 2019 (the "**Stone Quest Subordination Agreement**"), Stone Quest agreed to subordinate and postpone the Stone Quest Security to the Philipp Security. A copy of the Stone Quest Subordination Agreement is attached hereto as **Exhibit "R"**.

69. The Philipp Loan is current and, prior to this CCAA filing, is not in default.

(iv) Summary of Security against the Real Property

70. As described above, the Applicants' three secured creditors (each, a "**Secured Creditor**" and collectively, the "**Secured Creditors**") are primarily secured as against the Real Property. The following table provides an overview of the Real Property and the registered mortgagees in respect of same:

Location	Lot Size (Acres)	Building Size (sq ft)	Owner	Registered Mortgagees
715 Richmond Street, Chatham-Kent, ON (" 715 Richmond ")	9.18	129,309	247	Stabilis: \$20,000,000
830 Richmond Street, Chatham-Kent, ON (" 830 Richmond ")	5.04	38,191	247	Stabilis: \$20,000,000
566 Riverview Drive, Chatham-Kent, ON (" Riverview Property ")	12.59	242,706	247	Stabilis: \$20,000,000
650 Riverview Drive, Chatham-Kent, ON (" 650 Riverview ")	25.27	272,326	264	Stabilis: \$20,000,000
1095 Wilton Grove Road, London, ON (" London Property ")	11.58	101,654	247	Stone Quest: \$5,000,000 Philipp: \$2,200,000

(v) Ontario Land Registry Registrations

71. Certified copies of the PIN searches with respect to the Real Property under the Ontario Land Registry are attached hereto as **Exhibit "S"**.

(vi) PPSA Registrations

72. Copies of a certified search of the Personal Property Security Registration System with respect to the Applicants is attached hereto as **Exhibit “T”**.

D. *Unsecured Creditors of the Applicants*

(i) Convertible Debentures

73. AgMedica has issued three tranches of unsecured convertible debentures (the “**Convertible Debentures**”). The Convertible Debentures accrue interest (prior to conversion) at a rate of 7%, compounded quarterly and paid semi-annually. Holders of the Convertible Debentures (the “**Convertible Debentureholders**”) have the option to convert the Convertible Debentures into common shares of AgMedica at a conversion rate of 1.05:1 (the “**Conversion Rate**”). A redacted copy of a sample Convertible Debenture is attached hereto as **Exhibit “U”**.

74. A total of \$12,049,000 was raised through the issuance of Convertible Debentures to seventy-two (72) individuals and corporations in three tranches. To date, approximately 69% of the Convertible Debentureholders (representing \$8,258,000 in principal) have exercised the option to convert their Convertible Debentures into common shares in AgMedica at the Conversion Rate.

75. Accordingly, as at November 30, 2019, the total outstanding amount of unsecured debt (including interest) collectively owing under the Convertible Debentures to the remaining Convertible Debentureholders is \$3,902,237.29.

(ii) Unsecured Notes

76. To date, AgMedica has issued three (3) unsecured promissory notes to certain related-parties (each, an “**Unsecured Note**” and collectively, the “**Unsecured Notes**”). The principal amount of each Unsecured Note is \$1,000,000, accruing interest at a rate of 12% per annum. Each Unsecured Note matures in early 2020. A redacted sample copy of one of the Unsecured Notes is attached hereto as **Exhibit “V”**.

77. As of November 29, 2019, the total outstanding amount of unsecured debt collectively owing under the Unsecured Notes is approximately \$3,360,000 (including interest).

78. In addition, AgMedica has issued five (5) unsecured promissory notes to its founders (each, a “**Founder Note**” and collectively, the “**Founder Notes**”). The Founder Notes were issued in September and October of 2019 in order to generate liquidity and fund AgMedica’s operational costs. The total principal amount owing under the Founder Notes is \$1,200,000. Each Founder Note accrues interest at a rate of 12% per annum. A redacted sample copy of one of the Founder Notes is attached hereto as **Exhibit “W”**.

E. *Litigation*

79. On September 6, 2019, Muskoka Grown Limited (“**Muskoka**”), a corporation incorporated under the laws of Ontario, filed an action against AgMedica in Ontario seeking, among other things, \$1,397,810 in damages for alleged breach of contract (the “**Muskoka Action**”). Muskoka served AgMedica with a statement of claim in respect of the Muskoka Action (the “**Muskoka SOC**”) on that same day. Muskoka’s claim for damages under the Muskoka Action was subsequently amended to \$939,000.

80. On October 8, 2019, AgMedica served Muskoka with its Statement of Defence (the “**AgMedica SOD**”), denying all of the allegations in the Muskoka Claim. Pleadings have now closed and the parties are currently in the process of formulating a discovery plan.

81. Copies of the Muskoka SOC and the AgMedica SOD are attached hereto as **Exhibits “X”** and “**Y**”, respectively.

F. *Ordinary Course Obligations*

82. As of November 29, 2019, AgMedica has approximately \$12,000,000 in outstanding trade debt.

83. AgMedica’s employees are paid biweekly in arrears. All payments to employees are currently being made, and are proposed to continue to be paid in the ordinary course if the DIP Facility Agreement and the DIP Charge (each defined below) are approved by the Court.

G. *Leases*

(i) Calgary Lease

84. On May 10, 2019, Wellworth (a Subsidiary) entered into a lease agreement (the “**Calgary Lease**”) with Westcom Properties Inc. (“**Westcom**”) with respect to units 5 and 6 located at 6325 – 12th Street SE, Calgary, Alberta (the “**Calgary Premises**”). AgMedica is an obligor under the Calgary Lease. The term of the Calgary Lease is from May 15, 2019 until April 30, 2024. A

85. The Calgary Premises is the principal office of Wellworth from which it operates a telehealth clinic specialized in Medical Cannabis. The Calgary Premises is 6,272 square feet. Base

rent is payable under the Calgary Lease on a monthly basis in accordance with the following schedule:

- (a) \$4,965.33 per month between September 15, 2019 and April 30, 2020;
- (b) \$5,226.67 per month between May 1, 2020 and April 30, 2022; and
- (c) \$6,010.67 per month between May 1, 2022 and April 30, 2024.

86. Westcom currently holds a \$9,599.91 security deposit to secure payment and performance of Wellworth's obligations under the Calgary Lease.

(ii) Head Office Lease

87. On August 23, 2017, AgMedica entered into a lease agreement with 40 Centre Square Inc. ("**40 Centre**"), as amended on March 21, 2018 and May 29, 2019, with respect to the Head Office (the "**Head Office Lease**"). The term of the Head Office Lease is from September 1, 2017 until August 31, 2022.

88. The Head Office is 10,170 square feet and rent is payable on a monthly basis at a rate of \$14,949.90 per month plus HST.

(iii) Mississauga Lease

89. On December 12, 2018, AgMedica entered into a lease agreement (the "**Mississauga Lease**") with Namaha Holdings Inc. ("**Namaha**") with respect to the premises located at suite 300 – 2800 Skymark Avenue, Mississauga, Ontario (the "**Mississauga Premises**"). The term of the Mississauga Lease is from January 1, 2019 until December 31, 2021.

90. The Mississauga Premises is 1,987 square feet and base rent is payable monthly in accordance with the following schedule:

- (a) \$1,500 per month between March 1, 2019 and December 31, 2019;
- (b) \$1,600 per month between January 1, 2019 and December 31, 2020; and
- (c) \$1,700 per month between January 1, 2021 and December 31, 2021.

91. Namaha currently holds a \$4,428.27 security deposit to secure the payment and performance of AgMedica's obligations under the Mississauga Lease.

92. AgMedica no longer requires use of the Mississauga Premises and, accordingly, is in the process of finding a subtenant in respect of same.

IV. CASH FLOW FORECAST

93. Attached hereto as **Exhibit "Z"** is a statement of the projected 13 week cash flow forecast (the "**Cash Flow Forecast**") of AgMedica for the week ending November 29, 2019 to the week ending February 21, 2020. The Cash Flow Forecast was prepared by the Applicants with the assistance of Ernst & Young Inc. ("**EY**"), the proposed Monitor of the Applicants (in such capacity, the "**Proposed Monitor**").

94. The Cash Flow Forecast demonstrates that if the relief requested is granted, including approving the DIP Facility Agreement and the DIP Charge, AgMedica will have sufficient liquidity to meet its obligations during the initial 13 week period of the CCAA filing.

V. LIQUIDITY CRISIS & PRESSING NEED FOR RELIEF

95. While AgMedica has significant business operations, assets, and potential for future growth, a combination of external factors have created issues with respect to AgMedica's liquidity.

96. On October 17, 2018, Canada became the first major economy to legalize and regulate the recreational use of cannabis (the "**Legalization**"). Following the Legalization, AgMedica, like many other Canadian licensed producers, was in the process of preparing for an initial public offering ("**IPO**") in order to raise significant amounts of capital from public investors.

97. In anticipation of a potential IPO, AgMedica devoted significant amounts of capital to expansion efforts in order to keep pace with other licensed producers in a highly competitive and capital intensive industry.

98. AgMedica and its proposed underwriters in connection with the potential IPO had plans take AgMedica public in the second quarter of 2019. However, the proposed underwriters ultimately did not proceed with the IPO on the basis that the market did not support such a transaction due to insufficient public investment in licensed producers of cannabis.

99. As a result, AgMedica was forced to consider alternative long-term financing options.

100. In September 2019, AgMedica appeared to resolve its liquidity issues by executing an exclusive term sheet with a sophisticated lender in respect of a \$60,000,000 senior secured debt financing package. However, in late October 2019, the prospective lender advised that it was no longer willing to lend into the cannabis space due to prevailing market conditions.

101. Since that time, AgMedica has continued to aim to generate sufficient cash flow to fund its operations. However, these efforts have been unsuccessful. In order to address its immediate liquidity issues, in October 2019 AgMedica terminated approximately 30 employees and secured small bridge loans, including the Founder Notes and the Philipp Loan. The Applicants have also listed for sale all of the Real Property, with the sole exception of the Riverview Facility, in order to generate liquidity and deleverage the business.

102. In addition, AgMedica has been actively pursuing longer-term financing from various hedge funds and cannabis real estate investment trusts (“**Cannabis REITs**”). However, it has become clear that such financing will not materialize prior to AgMedica exhausting its liquidity or completing any proposed sales of the Applicants’ Real Property.

103. As the Cash Flow Forecast indicates, AgMedica will run out of cash by the week beginning December 2, 2019. The next payroll of AgMedica is payable on December 4, 2019. AgMedica requires emergency financing to remain in business.

104. Accordingly, AgMedica has sought interim debtor-in-possession financing (“**DIP Financing**”) from various lenders. Ultimately, AgMedica was able to secure DIP Financing from Hillmount Capital Inc. (the “**DIP Lender**”) pursuant to a Term Sheet executed by the parties on November 29, 2019 (the “**DIP Facility Agreement**”), wherein the DIP Lender agreed to loan a maximum principal amount of \$7,500,000 to AgMedica (the “**DIP Facility**”), subject to the terms and conditions prescribed therein. A copy of the DIP Facility Agreement is attached hereto as **Exhibit “AA”**. Amounts drawn under the DIP Facility accrue interest at a rate of 9.5% per annum, payable on a monthly basis.

105. The DIP Facility is required in order for AgMedica to: (i) maintain operating cash; (ii) fund the costs of its operations and these proceedings; and (iii) pursue and implement its restructuring strategy.

VI. OBJECTIVE OF CCAA FILING

106. As described above, AgMedica is currently in a liquidity crisis. AgMedica immediately requires the protections afforded under the CCAA and DIP Financing in order to maintain the *status quo* and obtain the breathing room required to pursue and implement its restructuring strategy.

107. As part of its restructuring strategy, AgMedica intends to:

- (a) restructure its balance sheet and deleverage the business;
- (b) restructure AgMedica's operations by focusing efforts on expanding production capacity and reducing input costs with respect to the production of Cannabis Products at the Riverview Facility;
- (c) investigate other cost savings measures in order to increase AgMedica's efficiency and profitability;
- (d) sell the Real Property, with the exception of the Riverview Facility, in order to generate liquidity and deleverage the business; and
- (e) with the support of the Proposed Monitor, conduct a court-supervised sales process and pursue all investment alternatives arising therefrom.

108. With the benefit of the protection afforded by the CCAA, AgMedica will be able to maintain its value, preserve jobs for its employees, and generally stabilize its business operations for the benefit of the Applicants' stakeholders.

VII. RELIEF BEING SOUGHT

A. *The Monitor*

109. EY has consented to act as the Court-appointed Monitor of the Applicants, subject to Court approval. A copy of EY's consent is attached hereto as **Exhibit "BB"**. I am advised by external counsel that EY is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and is not subject to any of the restrictions on who may be appointed as Monitor set out in section 11.7(2) of the CCAA.

B. *Proposed Treatment of Creditors*

110. The Applicants propose to stay their pre-filing trade obligations as part of its CCAA filing. However, if certain suppliers are deemed critical after the date of the Initial Order, I have been advised by counsel that AgMedica may seek to pay pre-filing amounts with the consent of the Proposed Monitor or leave of the Court.

C. *Administration Charge*

111. The Applicants seek a super-priority charge (the "**Administration Charge**") on the Property (as defined in the proposed form of the Initial Order) in the maximum amount of \$250,000 to secure the fees and disbursements incurred in connection with services rendered to AgMedica both before and after the commencement of the CCAA proceedings by counsel to AgMedica, the

Proposed Monitor, and counsel to the Proposed Monitor. The Applicants will seek to amend the Administration Charge to \$500,000 under the proposed Amended and Restated Initial Order.

112. It is contemplated that each of the aforementioned parties: (i) will have extensive involvement during the CCAA proceedings; (ii) have contributed and will continue to contribute to the restructuring of the Applicants; and (iii) will ensure there is no unnecessary duplication of roles among the parties.

113. I am advised by legal counsel that the Proposed Monitor believes that the proposed quantum of the Administration Charge is reasonable and appropriate in light of the Applicants' CCAA proceedings and the services provided and to be provided by the beneficiaries of the Administration Charge.

D. *DIP Charge*

114. With AgMedica's cash resources projected to be exhausted by the week beginning December 2, 2019, AgMedica seeks Court approval of the DIP Facility Agreement as part of its restructuring strategy.

115. AgMedica's access to the DIP Facility is conditional upon the provision of an order of this Court, among other things, approving the DIP Facility Agreement and approving a super-priority charge on the Property in the amount of \$1,000,000 subject to the terms of the DIP Facility Agreement (the "**DIP Charge**"). The Applicants will seek to amend the DIP Charge to \$7,500,000 under the proposed Amended and Restated Initial Order.

116. The Applicants worked with the Proposed Monitor in determining the proposed quantum of the DIP Charge and believe that the DIP Charge is appropriate limited to what is reasonably

necessary in the circumstances. The DIP Charge is proposed to rank behind the Administration Charge, but ahead of the Directors' Charge (as defined below) and any existing security granted by the Applicants in favour of their secured creditors. I have been advised by counsel that the Proposed Monitor is of the view that the DIP Charge is appropriate and limited to what is reasonably necessary in the circumstances.

E. *Directors' Charge*

117. To ensure the ongoing stability of AgMedica's business during the CCAA proceedings, the Applicants' require the continued participation of their directors and officers who manage the business and commercial activities of the Applicants. The directors and officers of the Applicants have considerable institutional knowledge and valuable experience.

118. There is a concern that certain directors and officers of the Applicants may discontinue their services during this restructuring unless the Initial Order grants the Directors' Charge (as defined below) to secure the Applicants' indemnity obligations to the directors and officers that may arise post-filing in respect of potential personal statutory liabilities.

119. The Applicants maintain directors' and officers' liability insurance (the "**D&O Insurance**") for their directors and officers. The current D&O Insurance policy provides a total of \$2,000,000 in coverage.

120. The proposed Initial Order contemplates the establishment of a super-priority charge on the Property in the amount of \$500,000 (the "**Directors' Charge**") to protect the directors and officers against obligations and liabilities they may incur as directors and officers of the Applicants after the commencement of the CCAA proceedings, except to the extent that the obligation or

liability is incurred as a result of the director's or officer's gross negligence or wilful misconduct. The Applicants will seek to amend the Directors' Charge to \$900,000 under the proposed Amended and Restated Initial Order.

121. The Applicants worked with the Proposed Monitor in determining the proposed quantum of the Directors' Charge and believe that the Directors' Charge is reasonable and appropriate in the circumstances. The Directors' Charge is proposed to rank behind the Administration Charge and the DIP Charge, but ahead of any existing security granted by the Applicants in favour of their secured creditors. I have been advised by counsel that the Proposed Monitor is of the view that the Directors' Charge is reasonable and appropriate in the circumstances.

122. Although the D&O Insurance is available, the directors and officers of the Applicants do not know whether the insurance providers will seek to deny any coverage on the basis that the D&O Insurance does not cover a particular claim or that coverage limits have been exhausted. The Applicants may not have sufficient funds to satisfy any contractual indemnities to the directors and officers should the directors or officers need to call upon those indemnities. It is proposed that the Directors' Charge will only be engaged if the D&O Insurance fails to respond to a claim.

F. *Proposed Ranking of Court-Ordered Charges*

123. To summarize, the proposed ranking of the Administration Charge, the DIP Charge, and the Directors' Charge (collectively, the "**Super-Priority Charges**") is as follows:

- (a) First, the Administration Charge;
- (b) Second, the DIP Charge; and

(c) Third, the Directors' Charge.

VIII. FORM OF ORDER

124. The Applicants seek an Initial Order under the CCAA in accordance with the recent amendments to the CCAA and intend to return to seek the Amended and Restated Initial Order within 10 days, substantially in the form of the Commercial List Model Order adopted for proceedings commenced in Toronto.

IX. CONCLUSION

125. This affidavit is sworn in support of the Applicants' application for protection pursuant to the CCAA and for no improper purpose.

SWORN before me at the Municipality of Chatham-Kent, in the Province of Ontario, this 1st day of December 2019.



Commissioner for Taking Affidavits

A NOTARY PUBLIC
CANADA



TREVOR HENRY

EXHIBIT “A”



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)
→ [Search for a Federal Corporation](#)

Federal Corporation Information - 870512-7

[Buy copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

870512-7

Business Number (BN)

837827179RC0001

Corporate Name

AgMedica Bioscience Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2013-11-22

Registered Office Address

111 Heritage Road, Suite 200
Chatham ON N7M 5W7
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this

information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

Peter VanMol
10714 Talbot Trail
Blenheim ON N0P 1A0
Canada

Jeroen Buitenhuis
21557 Huffman Road
Blenheim ON N0P 1A0
Canada

Arthur VanderPol
10075 Talbot Trail
Blenheim ON N0P 1A0
Canada

Nicholas John Roberts
10 James Street
Chatham-Kent ON N0P 1A0
Canada

Trevor Henry
19664 Charing Cross Road
Chatham-Kent ON N0P 1A0
Canada

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

11-22

Date of Last Annual Meeting

2017-04-07

Annual Filing Period (MM-DD)

11-22 to 01-21

Type of Corporation

Non-distributing corporation with more than 50 shareholders

Status of Annual Filings

2019 - Not due

2018 - Filed

2017 - Filed

Corporate History

Corporate Name History

2013-11-22 to 2014-02-18

8705127 CANADA INC.

2014-02-18 to 2017-12-06

AgriMed Botanicals Inc.

2017-12-06 to Present

AgMedica Bioscience Inc.

Certificates and Filings**Certificate of Incorporation**

2013-11-22

Certificate of Amendment *

2014-02-18

Amendment details: Corporate name

Certificate of Amendment *

2017-06-09

Amendment details: Other

Certificate of Amendment *

2017-12-06

Amendment details: Corporate name

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

[Buy copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2019-10-08

Request ID: 023848869
 Transaction ID: 73711912
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/11/18
 Time Report Produced: 10:47:33
 Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2472602	2472602 ONTARIO INC.	2015/06/25
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
111 HERITAGE RD	NOT APPLICABLE	NOT APPLICABLE
Suite # 200 CHATHAM ONTARIO CANADA N7M 5W7	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
111 HERITAGE RD		NOT APPLICABLE
Suite # 200 CHATHAM ONTARIO CANADA N7M 5W7	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00001 00010	Date Ceased in Ontario
Activity Classification		
NOT AVAILABLE		

Request ID: 023848869
Transaction ID: 73711912
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:47:33
Page: 2

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2472602

Corporation Name

2472602 ONTARIO INC.

Corporate Name History

2472602 ONTARIO INC.

Effective Date

2018/11/26

CROSSHAIR VENTURES INC.

2015/06/25

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

JEROEN
WOUTER
BUITENHIUS

Address

21557 HUFFMAN ROAD
R.R.#5

BLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

YES

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 023848869
Transaction ID: 73711912
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:47:33
Page: 3

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2472602

Corporation Name

2472602 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

JEROEN
WOUTER
BUITENHUIS

Address

21557 HUFFMAN ROAD

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

JEROEN
WOUTER
BUITENHUIS

Address

21557 HUFFMAN ROAD

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 023848869
Transaction ID: 73711912
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:47:33
Page: 4

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2472602

Corporation Name

2472602 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

JEROEN

BUITENHUIS

Address

21557 HUFFMAN ROAD

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

JEROEN

BUITENHUIS

Address

21557 HUFFMAN ROAD

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 023848869
Transaction ID: 73711912
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:47:33
Page: 5

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2472602

Corporation Name

2472602 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

TREVOR

HENRY

Address

19664 CHARRING CROSS ROAD

BLenheim
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/28

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

NICHOLAS

ROBERTS

Address

10 JAMES STREET

BLenheim
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/28

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 023848869
Transaction ID: 73711912
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:47:33
Page: 6

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2472602

Corporation Name

2472602 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

PETER
FRANCIS
VAN MOL

Address

10714 TALBOT TRAIL
R R #2

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

PETER
FRANCIS
VAN MOL

Address

10714 TALBOT TRAIL
R R #2

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 023848869
Transaction ID: 73711912
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:47:33
Page: 7

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2472602

Corporation Name

2472602 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

PETER

VAN MOL

Address

10714 TALBOT TRAIL

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

PETER

VAN MOL

Address

10714 TALBOT TRAIL

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 023848869
Transaction ID: 73711912
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:47:33
Page: 8

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2472602

Corporation Name

2472602 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

ARTHUR
VANDER POL

Address

10075 TALBOT TRAIL
R R #2

BLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

ARTHUR
VANDER POL

Address

10075 TALBOT TRAIL
R R #2

BLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 023848869
Transaction ID: 73711912
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:47:33
Page: 9

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2472602

Corporation Name

2472602 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

ARTHUR
VANDERPOL

Address

10075 TALBOT TRAIL

BLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

ARTHUR
VANDERPOL

Address

10075 TALBOT TRAIL

BLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2015/06/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 023848869
Transaction ID: 73711912
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:47:33
Page: 10

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2472602

2472602 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2019/01/22

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.

Request ID: 023848881
 Transaction ID: 73711938
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/11/18
 Time Report Produced: 10:48:16
 Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2642466	2642466 ONTARIO INC.	2018/06/25
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
JUNE WILLIAMSON 111 HERITAGE ROAD	NOT APPLICABLE	NOT APPLICABLE
Suite # 200 CHATHAM ONTARIO CANADA N7M 5W7	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
		NOT APPLICABLE
	Revival Date	Continuation Date
111 HERITAGE ROAD	NOT APPLICABLE	NOT APPLICABLE
Suite # 200 CHATHAM ONTARIO CANADA N7M 5W7	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00001 00010	Date Ceased in Ontario
Activity Classification		
NOT AVAILABLE		

Request ID: 023848881
Transaction ID: 73711938
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:48:16
Page: 2

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2642466

Corporation Name

2642466 ONTARIO INC.

Corporate Name History

2642466 ONTARIO INC.

Effective Date

2018/06/25

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:**Name (Individual / Corporation)**

JEROEN

BUITENHUIS

Address

21557 HUFFMAN ROAD

BLenheim
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 023848881
Transaction ID: 73711938
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:48:16
Page: 3

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2642466

Corporation Name

2642466 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

JEROEN

BUITENHUIS

Address

21557 HUFFMAN ROAD

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator:**Name (Individual / Corporation)**

TREVOR

HENRY

Address

19664 CHARRING CROSS ROAD

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 023848881
Transaction ID: 73711938
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:48:16
Page: 4

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2642466

Corporation Name

2642466 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

NICHOLAS
ROBERTS

Address

10 JAMES STREET

BLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

PETER
VAN MOL

Address

10714 TALBOT TRAIL

BLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 023848881
Transaction ID: 73711938
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:48:16
Page: 5

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2642466

Corporation Name

2642466 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

PETER

VAN MOL

Address

10714 TALBOT TRAIL

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Administrator:**Name (Individual / Corporation)**

AUTHUR

VANDERPOL

Address

10075 TALBOT TRAIL

BLLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/25

First Director

YES

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 023848881
Transaction ID: 73711938
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:48:16
Page: 6

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2642466

Corporation Name

2642466 ONTARIO INC.

Administrator:**Name (Individual / Corporation)**

ARTHUR
VANDERPOL

Address

10075 TALBOT TRAIL

BLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

ARTHUR
VANDERPOL

Address

10075 TALBOT TRAIL

BLENHEIM
ONTARIO
CANADA NOP 1A0

Date Began

2018/06/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 023848881
Transaction ID: 73711938
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 10:48:16
Page: 7

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2642466

Corporation Name

2642466 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2019/10/06 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.

Request ID: 023850849
 Transaction ID: 73717001
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/11/18
 Time Report Produced: 13:40:43
 Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2497011	ESEELA INC.	2015/12/18
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
DAVID MACALEESE 98 MURIEL AVENUE	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
TORONTO ONTARIO CANADA M4J 2Y4	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
DAVID MACALEESE 98 MURIEL AVENUE	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
TORONTO ONTARIO CANADA M4J 2Y4	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum Maximum	in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 023850849
Transaction ID: 73717001
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 13:40:43
Page: 2

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	
2497011	ESEELA INC.	
Corporate Name History	Effective Date	
ESEELA INC.	2015/12/18	
Current Business Name(s) Exist:	NO	
Expired Business Name(s) Exist:	NO	
Administrator: Name (Individual / Corporation)	Address	
DAVID MACALEESE	98 MURIEL AVENUE TORONTO ONTARIO CANADA M4J 2Y4	
Date Began	First Director	
2015/12/18	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 023850849
Transaction ID: 73717001
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 13:40:43
Page: 3

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2497011

Corporation Name

ESEELA INC.

Administrator:**Name (Individual / Corporation)**

DAVID

MACALEESE

Address

98 MURIEL AVENUE

TORONTO
ONTARIO
CANADA M4J 2Y4

Date Began

2015/12/18

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian**Administrator:****Name (Individual / Corporation)**

DAVID

MACALEESE

Address

98 MURIEL AVENUE

TORONTO
ONTARIO
CANADA M4J 2Y4

Date Began

2015/12/18

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Request ID: 023850849
Transaction ID: 73717001
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/11/18
Time Report Produced: 13:40:43
Page: 4

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2497011

Corporation Name

ESEELA INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2015/12/24 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.



Department of State: Division of Corporations

[Allowable Characters](#)**HOME**

About Agency
Secretary's Letter
Newsroom
Frequent Questions
Related Links
Contact Us
Office Location

SERVICES

Pay Taxes
File UCC's
Delaware Laws Online
Name Reservation
Entity Search
Status
Validate Certificate
Customer Service Survey

Loading...

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	5539285	Incorporation Date / Formation Date:	5/23/2014 (mm/dd/yyyy)
Entity Name:	UNIQUE BEVERAGES (USA) INC.		
Entity Kind:	Corporation	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

[REGISTERED AGENT INFORMATION](#)

Name:	CORPORATION SERVICE COMPANY		
Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19808
Phone:	302-636-5401		

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

[site map](#) | [privacy](#) | [about this site](#) | [contact us](#) | [translate](#) | [delaware.gov](#)



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)
→ [Search for a Federal Corporation](#)

Federal Corporation Information - 1120133-6

[Buy copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

1120133-6

Business Number (BN)

716006085RC0001

Corporate Name

WELLWORTH HEALTH CORP.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2019-01-16

Registered Office Address

200-111 Heritage Rd
Chatham ON N7M 5W7
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this

information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

Trevor Henry
19664 Charing Cross Rd
Chatham ON N0P 1A0
Canada

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

01-16

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

01-16 to 03-17

Type of Corporation

Not available

Status of Annual Filings

2020 - Not due

Corporate History

Corporate Name History

2019-01-16 to 2019-06-14	11201336 CANADA INC.
2019-06-14 to Present	WELLWORTH HEALTH CORP.

Certificates and Filings

Certificate of Incorporation

2019-01-16

Certificate of Amendment *

2019-04-17

Amendment details: Other

Certificate of Amendment *

2019-06-14

Amendment details: Corporate name

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

[Buy copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2019-10-08



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)
→ [Search for a Federal Corporation](#)

Federal Corporation Information - 1056184-3

[Buy copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

1056184-3

Business Number (BN)

777403510RC0001

Corporate Name

TavivaT Naturals Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2018-01-02

Registered Office Address

111 Heritage Road
suite 200
Chatham ON N7M 5W7
Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

Nicholas Roberts
10 James Street
Blenheim ON N0P 1A0
Canada

Jeroen Buitenhuis
21557 Huffman Road
Blenheim ON N0P 1A0
Canada

Trevor Henry
19664 Charing Cross Road
Blenheim ON N0P 1A0
Canada

Arthur Vanderpol
10075 Talbot Trail
Blenheim ON N0P 1A0
Canada

Peter Van Mol
10714 Talbot Trail
Blenheim ON N0P 1A0
Canada

Robert Andreas Berzins
58 Chester Avenue
Toronto ON M4K 2Z9
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

01-02

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

01-02 to 03-03

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Filed

Corporate History

Corporate Name History

2018-01-02 to Present

TavivaT Naturals Inc.

Certificates and Filings**Certificate of Incorporation**

2018-01-02

[Buy copies of corporate documents](#)

[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2019-10-08



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)
→ [Search for a Federal Corporation](#)

Federal Corporation Information - 839389-3

[Buy copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

839389-3

Business Number (BN)

835622531RC0001

Corporate Name

WORLDWIDE BEVERAGE INNOVATIONS INC.
INNOVATIONS BREUVAGE WORLDWIDE INC.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2012-12-28

Registered Office Address

111 Heritage Road Suite 200
Chatham ON N7M 5W7
Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 15

Arthur VanderPol
10075 Talbot Trail
Blenheim ON N0P 1A0
Canada

Jeroen Buitenhuis
21557 Huffman Road
Blenheim ON N0P 1A0
Canada

Peter VanMol
10714 Talbot Trail
Blenheim ON N0P 1A0
Canada

Trevor Henry
19664 Charing Cross Road
Chatham-Kent ON N0P 1A0
Canada

Nicholas John Roberts
10 James Street
Chatham-Kent ON N0P 1A0
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

12-28

Date of Last Annual Meeting

2016-04-04

Annual Filing Period (MM-DD)

12-28 to 02-26

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Not due

2018 - Overdue

2017 - Filed

Corporate History

Corporate Name History

2012-12-28 to 2014-12-09 8393893 CANADA INC.

2014-12-09 to Present WORLDWIDE BEVERAGE INNOVATIONS INC.

2014-12-09 to Present INNOVATIONS BREUVAGE WORLDWIDE INC.

Certificates and Filings

Certificate of Incorporation

2012-12-28

Certificate of Amendment *

2014-12-09

Amendment details: Corporate name

Certificate of Amendment *

2019-08-27

Amendment details: Province or Territory of Registered Office

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

[Buy copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2019-10-08



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)
→ [Search for a Federal Corporation](#)

Federal Corporation Information - 832685-1

[Buy copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

832685-1

Business Number (BN)

841690647RC0001

Corporate Name

8326851 CANADA INC.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2012-10-16

Registered Office Address

111 Heritage Rd. Suite 200
Chatham ON N7M 5W7
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this

information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 15

Nicholas John Roberts
10 James Street
Chatham-Kent ON N0P 1A0
Canada

Jeroen Buitenhuis
21557 Huffman Road
Blenheim ON N0P 1A0
Canada

Trevor Henry
19664 Charing Cross Road
Chatham-Kent ON N0P 1A0
Canada

Arthur VanderPol
10075 Talbot Trail
Blenheim ON N0P 1A0
Canada

Peter VanMol
10714 Talbot Trail
Blenheim ON N0P 1A0
Canada

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

10-16

Date of Last Annual Meeting

2018-05-11

Annual Filing Period (MM-DD)

10-16 to 12-15

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Due to be filed

2018 - Filed

2017 - Filed

Corporate History

Corporate Name History

2012-10-16 to Present

8326851 CANADA INC.

Certificates and Filings**Certificate of Incorporation**

2012-10-16

Certificate of Amendment *

2019-08-27

Amendment details: Province or Territory of Registered Office

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

[Buy copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2019-10-08



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)
→ [Search for a Federal Corporation](#)

Federal Corporation Information - 805067-8

[Buy copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

805067-8

Business Number (BN)

835959081RC0001

Corporate Name

8050678 CANADA INC.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2011-12-12

Registered Office Address

111 Heritage Rd. Suite 200
Chatham ON N7M 5W7
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporate key](#) is required. If you are not authorized to update this

information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 15

Nicholas John Roberts
10 James Street
Chatham-Kent ON N0P 1A0
Canada

Jeroen Buitenhuis
21557 Huffman Road
Blenheim ON N0P 1A0
Canada

Trevor Henry
19664 Charing Cross Road
Chatham-Kent ON N0P 1A0
Canada

Peter VanMol
10714 Talbot Trail
Blenheim ON N0P 1A0
Canada

Arthur VanderPol
10075 Talbot Trail
Blenheim ON N0P 1A0
Canada

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

12-12

Date of Last Annual Meeting

2016-04-05

Annual Filing Period (MM-DD)

12-12 to 02-10

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Not due

2018 - Overdue

2017 - Filed

Corporate History

Corporate Name History

2011-12-12 to Present

8050678 CANADA INC.

Certificates and Filings**Certificate of Incorporation**

2011-12-12

Certificate of Amendment *

2019-08-27

Amendment details: Province or Territory of Registered Office

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

[Buy copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2019-10-08



Government
of Canada

Gouvernement
du Canada

[Home](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)
→ [Search for a Federal Corporation](#)

Federal Corporation Information - 889530-9

[Buy copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

889530-9

Business Number (BN)

811752179RC0001

Corporate Name

8895309 CANADA INC.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2014-05-22

Registered Office Address

111 Heritage Rd. Suite 200
Chatham ON N7M 5W7
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this

information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 5

NICHOLAS ROBERTS

10 James Street

Blenheim ON N0P 1A0

Canada

PETER VAN MOL

10714 Talbot Trail

Blenheim ON N0P 1A0

Canada

ARTHUR VANDERPOL

10075 Talbot Trail

Blenheim ON N0P 1A0

Canada

JEROEN BUITENHUIS

21557 Huffman Road

Blenheim ON N0P 1A0

Canada

TREVOR HENRY

19664 Charing Cross Road

Blenheim ON N0P 1A0

Canada

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

05-22

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

05-22 to 07-21

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Filed

2018 - Filed

2017 - Filed

Corporate History

Corporate Name History

2014-05-22 to Present

8895309 CANADA INC.

Certificates and Filings**Certificate of Incorporation**

2014-05-22

Certificate of Amendment *

2015-09-01

Amendment details: Other

Certificate of Amendment *

2019-08-27

Amendment details: Province or Territory of Registered Office

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

[Buy copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2019-10-08

EXHIBIT “B”

Organizational Chart of Legal Entities

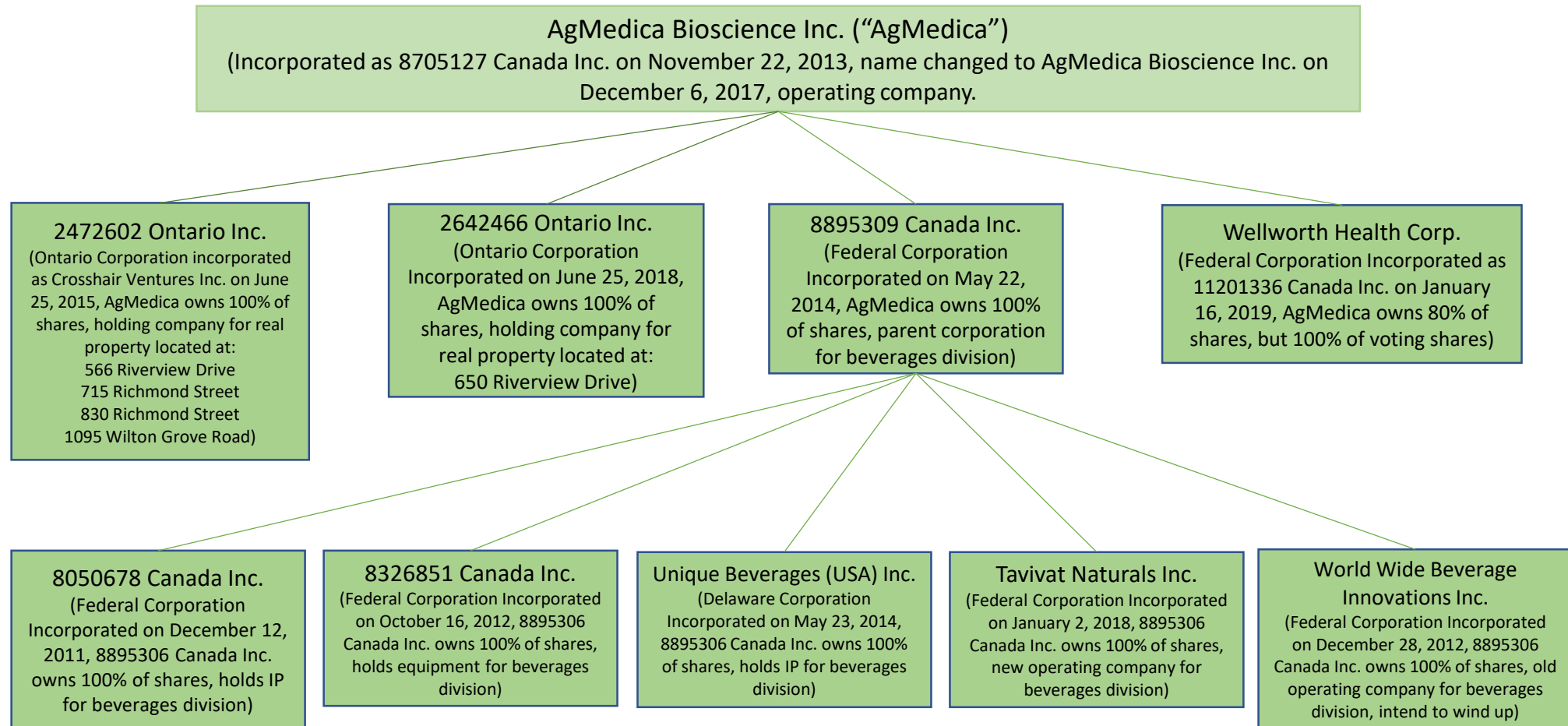


EXHIBIT “C”



Licence No. - N° de licence
LIC-DYYUPRUYDP-2018-2



LICENCE

This licence is issued in accordance with the Cannabis Act and Cannabis Regulations

LICENCE

Cette licence est délivrée conformément à la Loi sur le cannabis et le Règlement sur le cannabis

Licence Holder / Titulaire de la licence :
AgMedica Bioscience Inc.

Licensed Site / Lieu autorisé :
566 RIVERVIEW DRIVE
CHATHAM, ON, CANADA, N7M 5J5

The above-mentioned person is authorized to conduct, at the site specified on this licence, the activities listed below for the following licence classes and subclasses:

- Standard Cultivation
- Standard Processing
- Sale for Medical Purposes

La personne susmentionnée est autorisée à effectuer, sur le site spécifié sur cette licence, les activités énumérées ci-dessous pour les catégories et les sous-catégories de licence suivantes:

- Culture standard
- Transformation standard
- Vente à des fins médicales

Indoor Area(s) / Zone(s) intérieure(s)

Building 1

Activities	Activités
• to possess cannabis • to obtain dried cannabis, fresh cannabis, cannabis plants or cannabis plant seeds by cultivating, propagating and harvesting cannabis • to sell cannabis in accordance with subsection 11(5) of the Cannabis Regulations • for the purpose of testing, to obtain cannabis by altering its chemical or physical properties by any means • to produce cannabis, other than obtain it by cultivating, propagating or harvesting it • to sell cannabis in accordance with subsection 17(5) of the Cannabis Regulations • to sell cannabis products in accordance with section 27 and Part 14, Division 1 of the Cannabis Regulations	• avoir du cannabis en sa possession • obtenir du cannabis séché, du cannabis frais, des plantes de cannabis ou des graines provenant de telles plantes par la culture, la multiplication et la récolte de cannabis • vendre du cannabis en vertu du paragraphe 11(5) du Règlement sur le cannabis • afin d'effectuer des essais sur du cannabis, obtenir du cannabis par l'altération, par tout moyen, de ses propriétés physiques ou chimiques • produire du cannabis, sauf en l'obtenant par la culture, la multiplication et la récolte • vendre du cannabis en vertu du paragraphe 17(5) du Règlement sur le cannabis • vendre des produits du cannabis en vertu de l'article 27 et la section 1 de la partie 14 du Règlement sur le cannabis

Outdoor Area(s) / Zone(s) extérieure(s)

Conditions

Conditions

AgMedica Bioscience Inc. must meet the requirements set out in the Health Canada document entitled "Mandatory cannabis testing for pesticide active ingredients-Requirements".	AgMedica Bioscience Inc. doit respecter les exigences énoncées dans le document de Santé Canada intitulé « Analyse obligatoire du cannabis pour les résidus de principes actifs de pesticides-Exigences ».
The only cannabis products that AgMedica Bioscience Inc. may sell or distribute to (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis oil; cannabis topicals; cannabis extracts; and edible cannabis.	Les seuls produits du cannabis que AgMedica Bioscience Inc. peut vendre ou distribuer (i) à un titulaire d'une licence de vente et (ii) à une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis; cannabis séché; cannabis frais; huile de cannabis; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.
The only cannabis products that AgMedica Bioscience Inc. may send or deliver to the purchaser at the request of (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis oil; cannabis topicals;	Les seuls produits du cannabis que AgMedica Bioscience Inc. peut expédier ou livrer à l'acheteur à la demande (i) d'un titulaire d'une licence de vente et (ii) d'une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis;

Authorized Official, Controlled Substances and Cannabis Branch
Officiel autorisé, Direction générale des substances contrôlées et du cannabis



cannabis extracts; and edible cannabis.	cannabis séché; cannabis frais; huile de cannabis; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.
---	--

Effective date of the licence:

This licence is effective as of **October 21, 2019**

Date d'entrée en vigueur de la licence:

Cette licence entre en vigueur à compter du **21 octobre 2019**

Expiry date of the licence:

This licence expires on **December 8, 2020**

Date d'expiration de la licence:

La présente licence expire le **8 décembre 2020**

Authorized Official, Controlled Substances and Cannabis Branch
Officiel autorisé, Direction générale des substances contrôlées et du cannabis



Address Locator 0300A
Ottawa ON K1A 0K9

Legacy #10-MM0393
Cannabis Regulations # LIC-DYYUPRUYP-2018

August 30, 2019

AgMedica Bioscience Inc.
c/o Arthur Vander Pol
111 Heritage Road, Suite 200
Chatham, ON N7M 5W7

Subject: Minister's Approval under the Cannabis Regulations

Dear Arthur Vander Pol,

We have completed the review of your application in which you have requested the addition of Grow Rooms 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 as grow areas in Building 1.

This request has been approved by the Licensing and Security Division effective as of August 30, 2019 and may be verified at a future Health Canada inspection.

Additionally, we acknowledge receipt of the following notifications which have been reflected in the licence record:

- Change in nomenclature of Vegetative Room 1 to Grow Room 19
- Change in nomenclature of Vegetative Room 2 to Grow Room 20
- Change in nomenclature of Mother Room to Grow Room 21
- Change in nomenclature of Dry Room 3 to Processing Room 5
- Change in nomenclature of Oil Extraction Room to Processing Room 6

If you have any further questions, please do not hesitate to contact us by email at HC.licensing-cannabis-licences.SC@canada.ca.

Sincerely,

Joanne Garrah
Director, Licensing & Security Division/ Directrice,
Division des licences et de la sécurité
Health Canada / Santé Canada

Address Locator 0300A
Ottawa ON K1A 0K9

Cannabis Regulations #LIC-DYYUPRUYDP-2018

October 21, 2019

AgMedica Bioscience Inc.
c/o Arthur Vander Pol (Responsible Person)
Suite 200 - 111 Heritage Road
Chatham ON N7M 5W7

Subject: Minister's Approval under the Cannabis Regulations

Dear Arthur Vander Pol,

We have completed the review of your application in which you requested to amend the conditions on your processing licence to authorize the sale of cannabis extracts, cannabis topicals and edible cannabis products to provincially and territorially authorized retailers and to holders of a licence for sale for medical purposes.

Please find enclosed the amended standard processing licence authorizing the activity of sale of cannabis extracts, cannabis topicals and edible cannabis in addition to the previously granted licence for standard cultivation and licence for sale for medical purposes issued under the *Cannabis Regulations* for AgMedica Bioscience Inc. These licences are effective as of October 21, 2019 and valid until December 8, 2020. These licences authorize AgMedica Bioscience Inc. to conduct the activities specified on the licences, only for the site specified on the licences and in accordance with the conditions set out in the licences.

Authorized activities appear on the licence under the building or area in which they are permitted to be conducted. If you are not authorized to cultivate cannabis outdoors, the space on your licence under "Outdoor Area(s)" will be left blank.

If you have any further questions, please do not hesitate to contact us by email at HC.licensing-cannabis-licences.SC@canada.ca.

Sincerely,



Joanne Garrah

Director, Licensing & Security Division/ Directrice, Division des
licences et de la sécurité
Health Canada / Santé Canada

EXHIBIT “D”



Licence No. - N° de licence
LIC-SRZXK1SMFM-2019

LICENCE

This licence is issued in accordance with the *Cannabis Act* and *Cannabis Regulations*

LICENCE

Cette licence est délivrée conformément à la *Loi sur le cannabis* et le *Règlement sur le cannabis*

Licence Holder / Titulaire de la licence :
AgMedica Bioscience Inc.

Licensed Site / Lieu autorisé :
111 HERITAGE ROAD
SUITE 200
CHATHAM, ON, CANADA, N7M 5W7

The above-mentioned person is authorized to conduct, at the site specified on this licence, the activities listed below for the following licence classes and subclasses:

- Sale for Medical Purposes

Authorized activities

Building 1

La personne susmentionnée est autorisée à effectuer, sur le site spécifié sur cette licence, les activités énumérées ci-dessous pour les catégories et les sous-catégories de licence suivantes:

- Vente à des fins médicales

Activités autorisées

Activities	Activités
• to sell cannabis products in accordance with section 27 of the Cannabis Regulations	• vendre des produits du cannabis en vertu de l'article 27 du Règlement sur le cannabis

Conditions

N/A	N/A
-----	-----

Conditions

Effective date of the licence:

This licence is effective as of **August 2, 2019**

Date d'entrée en vigueur de la licence:

Cette licence entre en vigueur à compter du **2 août 2019**

Expiry date of the licence:

This licence expires on **August 2, 2022**

Date d'expiration de la licence:

La présente licence expire le **2 août 2022**

Director, Licensing & Security Division, CLRB, for and on behalf of the Minister
Directeur, Division des licences et sécurité, DGLRC, pour et de la part du Ministre

EXHIBIT “E”



AgMedica Bioscience Inc.

**CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS
FOR THE PERIODS ENDED June 30, 2019 AND 2018**

Notice to Reader: These Condensed Consolidated Interim Statements have been prepared for Internal Purposes by the Company and are not for dissemination.

(Expressed in Canadian dollars)

AgMedica Bioscience Inc.
Condensed Consolidated Interim Statements of Financial Position
As at June 30, 2019 and March 31, 2019
UNAUDITED



	June 30, 2019	March 31, 2019
ASSETS		
CURRENT		
Cash and cash equivalents	\$ 5,027,716	\$ 1,143,859
Accounts receivable	4,732,676	4,740,151
Prepaid expenses and other current assets (Note 3)	3,140,827	1,991,752
Inventory (Note 4)	11,524,508	8,910,632
Biological assets (Note 5)	1,944,623	1,038,380
Loan receivable (Note 6)	1,294,188	628,296
	27,664,538	18,453,070
NON-CURRENT		
Property, plant & equipment (Note 11)	52,577,963	49,106,273
Convertible promissory note (Note 7)	1,829,226	1,772,322
Intangible assets (Note 10)	10,918,671	10,343,185
Derivatives (Note 8)	878,177	885,459
Investment in associates (Note 9)	19,245,463	19,295,313
	\$ 113,114,038	\$ 99,855,622
LIABILITIES		
CURRENT		
Accounts payable and accrued liabilities (Note 12)	\$ 11,884,774	\$ 9,211,699
Current portion of loans payable and long-term debt (Note 14)	14,908,625	1,185,989
Current portion of lease liabilities (Note 17)	181,820	146,021
Convertible debentures (Note 16)	14,265,714	14,066,510
Current portion of other long-term liabilities (Note 18)	200,000	200,000
Other current liabilities (Note 13)	18,711,362	19,236,608
Promissory notes (Note 15)	3,140,000	3,050,000
Income taxes receivable (Note 24)	79,280	79,280
Deposits	17,610	17,610
	63,389,185	47,193,717
NON-CURRENT		
Lease liabilities (Note 17)	570,891	375,858
Loans payable and long-term debt (Note 14)	73,990	1,055,496
Deferred income taxes (Note 24)	811,000	811,000
Other long-term liabilities (Note 18)	875,011	843,700
	65,720,077	50,279,772
EQUITY		
Share capital (Note 19a)	120,432,312	118,976,232
Contributed surplus (Note 19e)	5,304,889	4,474,912
Non-controlling interest	(168,560)	(46,758)
Accumulated other comprehensive income	(7,787)	17,662
Deficit	(78,166,892)	(73,846,197)
	47,393,962	49,575,851
	\$ 113,114,038	\$ 99,855,622

Subsequent events (Note 26)

APPROVED BY THE BOARD

Director

Director

AgMedica Bioscience Inc.
Condensed Consolidated Interim Statements of Operations and Comprehensive Loss
For the three months ended June 30, 2019, and June 30, 2018
UNAUDITED



	2019	2018
Revenue	\$ 4,652,173	\$ -
Excise taxes	963,810	-
NET REVENUE	3,688,363	-
Cost of sales	2,297,224	-
GROSS PROFIT BEFORE FAIR VALUE ADJUSTMENTS	1,391,139	-
Realized fair value adjustments on inventory sold (Note 5)	1,006,045	-
Unrealized gain on changes in fair value of biological assets (Note 4)	(3,010,410)	(174,916)
GROSS PROFIT	3,395,504	174,916
OPERATING EXPENSES (Note 21)		
Research and development	631,693	2,929,126
General and administration	3,919,866	655,234
Sales and marketing	1,107,737	417,062
Operations and support	214,167	223,124
Amortization (Note 10 and 11)	787,697	170,835
Share based compensation	1,099,869	174,722
TOTAL OPERATING EXPENSES	7,761,029	4,570,103
OTHER (INCOME) EXPENSES		
Share of loss from investment in associates (Note 9)	24,401	-
Unrealized fair value changes on financial instruments	(7,982)	5,137
Finance costs	1,157,103	501,914
Finance income	(51,912)	(2,867)
Gain on foreign exchange	(276,571)	(4,597)
Other income	(768,067)	(238,570)
TOTAL OTHER (INCOME) EXPENSES	76,972	261,017
NET LOSS BEFORE INCOME TAXES	(4,442,497)	(4,656,204)
INCOME TAX		
Current (Note 25)	-	-
Deferred (Note 25)	-	-
NET LOSS	\$ (4,442,497)	\$ (4,656,204)
NET LOSS ATTRIBUTABLE TO:		
AgMedica Bioscience Inc.	\$ (4,320,695)	\$ (4,656,204)
Non-controlling interest	(121,802)	-
NET LOSS	(4,442,497)	(4,656,204)
OTHER COMPREHENSIVE INCOME (LOSS):		
Foreign exchange loss on translation of investment in associates (Note 8)	25,449	-
COMPREHENSIVE LOSS	\$ (4,467,946)	\$ (4,656,204)
COMPREHENSIVE LOSS ATTRIBUTABLE TO:		
AgMedica Bioscience Inc.	\$ (4,346,144)	\$ (4,656,204)
Non-controlling interest	(121,802)	-
	(4,467,946)	(4,656,204)
INCOME (LOSS) PER SHARE - BASIC (Note 18e)	\$ (0.03)	\$ (0.04)
INCOME (LOSS) PER SHARE - DILUTED (Note 18e)	(0.03)	(0.04)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING - BASIC (Note 20e)	147,392,544	104,431,994

The accompanying notes to the consolidated financial statements are an integral part of these consolidated financial statements.

AgMedica Bioscience Inc.

Condensed Consolidated Interim Statements of Cash Flow

For the three months ended June 30, 2019, and June 30, 2018

UNAUDITED



	2019	2018
OPERATING ACTIVITIES		
Net loss for the year	\$ (4,442,497)	\$ (4,656,204)
Adjustments for:		
Deferred income taxes (Note 25)	-	-
Unrealized gain on changes in fair value of biological assets (Note 5)	(3,010,410)	(174,916)
Realized fair value gains in inventory sold (Note 4)	1,006,045	-
Share of loss from investment in associates	24,401	-
Amortization of intangible assets (Note 10)	233,764	717
Amortization of property, plant, and equipment (Note 11)	901,798	504,682
Unrealized fair value change on derivative asset	7,282	-
Unrealized fair value change on loan receivable	(28,318)	-
Unrealized fair value change on derivative liability on convertible debentures (Note 16)	21,375	40,173
Unrealized fair value change on convertible promissory note (Note 8)	(8,321)	(35,036)
Finance costs expensed	1,157,103	501,914
Finance costs paid	(402,341)	(312,217)
Finance income and foreign exchange gains earned	(328,483)	(7,464)
Finance income received, net of realized foreign exchange gain (loss)	(5,818)	7,464
Interest paid on lease liabilities (Note 17)	(11,188)	(8,155)
Share-based compensation - stock options (Note 19b)	1,099,868	174,722
Share-based compensation for advisory services (Note 19a)	560,942	3,000,000
Changes in non-cash working capital items (Note 22)	15,721	(2,842,907)
Cash used in operating activities	(3,209,077)	(3,807,227)
INVESTING ACTIVITIES		
Purchase of property, plant and equipment (Note 11)	(4,101,297)	(2,495,490)
Purchase of intangible asset (Note 10)	(809,250)	-
Issuance of promissory note receivable	-	(630,000)
Advances on loan receivable (Note 6)	(666,666)	-
Cash used in investing activities	(5,577,213)	(3,125,490)
FINANCING ACTIVITIES		
Proceeds from share issuances, net of share issuance costs (Note 19a)	-	3,338,200
Proceeds from exercise of share options (Note 19a)	120	-
Proceeds from issuance of convertible debentures (Note 16)	-	2,491,000
Payment of principal portion of lease liability (Note 17)	(52,547)	(30,624)
Proceeds from long-term debt (Note 14)	15,977,202	-
Transaction fees on long-term debt (Note 14)	(882,151)	-
Repayment of long-term debt (Note 14)	(2,372,477)	(16,824)
Cash provided by financing activities	12,670,147	5,781,752
Effect of foreign exchange changes on cash and cash equivalents		
Change in cash	3,883,857	(1,150,965)
Cash, beginning of the year	1,143,859	3,515,147
Cash, end of the year	\$ 5,027,716	\$ 2,364,182

The accompanying notes to the consolidated financial statements are an integral part of these statements.

AgMedica Bioscience Inc.
Condensed Consolidated Interim Statements of Changes in Shareholders' Equity
For the three months ended June 30, 2019, and June 30, 2018

	Number of outstanding common shares –	Share capital	Number of outstanding common shares – restricted	Share capital - restricted	Contributed Surplus	Non- controlling interest	Deficit	Accumulated other comprehensive income	Total shareholders' equity
Balance, March 31, 2018	103,063,752	\$ 45,278,700	7,500,000	\$11,260,000	\$ 268,520	\$ -	\$ (42,673,146)	\$ -	\$ 14,134,074
Share expense for service rendered (Note 19d)	-	-	-	2,750,000	-	-	-	-	2,750,000
Shares unreserved for services rendered	3,750,000	6,610,000	(3,750,000)	(6,610,000)	-	-	-	-	-
Private placements	1,858,335	3,343,199	-	-	-	-	-	-	3,343,199
Shares issued for services rendered	166,667	250,000	-	-	-	-	-	-	250,000
Share issuance costs	-	(4,999)	-	-	-	-	-	-	(4,999)
Share-based compensation (Note 19d)	-	-	-	-	174,722	-	-	-	174,722
Net loss for the period	-	-	-	-	-	-	(4,660,801)	-	(4,660,801)
Balance, June 30, 2018	108,838,754	\$ 55,476,900	\$ 3,750,000	\$ 7,400,000	\$ 443,242	\$ -	\$ (47,333,947)	\$ -	\$ 15,986,195
Balance, March 31, 2019	147,392,544	\$ 118,976,232	\$ -	\$ -	\$ 4,474,912	\$ (46,758)	\$ (73,839,646)	\$ 17,662	\$ 49,582,402
Share expense for service rendered (Note 19a(ii))	-	560,942	-	-	-	-	-	-	560,942
Share expense for license agreement (Note 10)	-	625,127	-	-	-	-	-	-	625,127
Share-based compensation attributed to Contributed Surplus (Note 19d)	-	-	-	-	1,099,868	-	-	-	1,099,868
Exercise of stock options (Note 19b)	120,000	120	-	-	-	-	-	-	120
Exercise of share-based compensation options (Note 19e)	-	269,891	-	-	(269,891)	-	-	-	-
Non-controlling interest	-	-	-	-	-	(121,802)	-	-	(121,802)
Net loss for the period	-	-	-	-	-	-	(4,320,695)	(25,449)	(4,346,144)
Balance, June 30, 2019	147,512,544	\$ 120,432,312	\$ -	\$ -	\$ 5,304,889	\$ (168,560)	\$ (78,160,341)	\$ (7,787)	\$ 47,400,513

The accompanying notes to the Condensed Interim Consolidated Financial Statements are an integral part of these Condensed Interim Consolidated Financial Statements.

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

1. The Company and its Operations

AgMedica Bioscience Inc. (the "Company" or "AgMedica") is a private company federally incorporated on November 22, 2013 in Canada under the Canada Business Corporations Act ("CBCA"). The Company changed its name to AgMedica Bioscience Inc., on December 6, 2017 (formerly AgriMed Botanicals Inc.). The principal activities of the Company are the production and sale of cannabis as regulated by the Access to Cannabis for Medical Purposes Regulations (Canada) (the "ACMPR") in Canada up to and including October 16, 2018. On October 17, 2018, the ACMPR was superseded by the Cannabis Act which regulates the production, distribution, and possession of cannabis for both medical and adult recreational access in Canada. The Company obtained a license authorizing the cultivation, processing and sale of substances listed in the license, issued by Health Canada to the Company on June 15, 2018 in respect of the Company's Riverview facility located in Chatham, Ontario (the "Riverview Facility", and such license is referred to as the "Riverview License"). On August 3, 2018, the Company received an amendment to its license allowing for the production of cannabis oils and effective May 31, 2019, the license was amended to allow for the sale of cannabis oil products. Prior to the receipt of the cultivation and sales licenses, the Company was focused on building out its infrastructure and research and development activities. Prior to the expiry of the term of each of the licenses, the Company must apply for renewal to Health Canada which contains information prescribed by the Cannabis Act. The Company's Riverview License, if not renewed, will expire on December 8, 2020. The Company's head office is located at 111 Heritage Road, Suite 200, Chatham, Ontario, N7M 5W7.

Going Concern Assumption

These Condensed Interim Consolidated Financial Statements at June 30, 2019, have been prepared on a going concern basis, which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business. The Company has accumulated a deficit amounting to \$78,160,341 as at June 30, 2019 (at March 31, 2019 – \$73,839,646), including a net loss of \$4,320,695 for the three months ended June 30, 2019 (for the three months ended June 30, 2018 – \$4,656,204). Included in the net loss is non-cash expenses such as share-based compensation of \$1,660,810 (for the three months ended June 30, 2018 – \$3,174,722), and amortization of \$787,697 (2018 - \$170,835). The Company has a cash shortfall from operations of \$3,209,077 (for the three months ended June 30, 2018 - \$3,807,227) however, began sales of recreational cannabis in October 2018. In September 2019, the Company received Health Canada approval for its Phase 2 expansion of the Riverview production facility.

At June 30, 2019, the Company has net current liabilities of \$35,628,647 (at March 31, 2019 – \$28,644,647). During the year ended March 31, 2019, the Company received licenses for the production and sale of cannabis oil, in addition to the licenses already received for the production and sale of cannabis. Included in current liabilities are other current liabilities totaling \$18,711,362 which includes termination rights of \$18,000,000 related to the Company's investment in Herbolea (Note 13). If exercised by Herbolea, the Company has the option to settle this liability by returning shares of the investee rather than rendering a cash payment. Current liabilities also include convertible debentures with a carrying value of \$14,265,714. Although the debentures do not mature in the one-year period subsequent to June 30, 2019, the Company has classified them as current based on the expectation the debentures will be converted upon the Company completing an initial public offering.

The Company has invested in capital projects to increase the production capacity of the Company's facilities to manage the propagation, cultivation and processing of Cannabis with cash outflows from investing activities for the three months ending June 30, 2019, of \$4,101,297 (for the three months ended June 30, 2018 - \$2,495,490). The Company considers these investments vital to the future growth and success of the business, but with respect to these investments, the Company has discretion with respect to the timing of further investing expenditures.

During the three months ended June 30, 2019, the Company raised a total of \$15,977,202 through loan agreements secured by the company's owned properties. Proceeds of the loan were used to repay existing debt totaling \$2,241,485, provide capital for investment in the Company's production facilities and general working capital.

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

1. The Company and its operations (continued)

Going Concern Assumption (continued)

The Company's ability to continue as a going concern depends on its ability to achieve positive cash flows from operations, raise additional financing to fund current and future operations while completing the expansion to its production facilities. While the Company has been successful in raising financing in the past, there is no assurance that it will be able to obtain additional financing or that such financing will be available on reasonable terms. These conditions combined with the accumulated losses to date indicate the existence of an uncertainty that cast significant doubt on the Company's ability to continue as a going concern.

While management believes that it will be able to raise additional necessary funds in the future there is no assurance the Company will be successful. These Condensed Interim Consolidated Financial Statements have been prepared on a going concern basis and do not reflect adjustments that would be necessary to the carrying values and classifications of assets and liabilities should the Company be unable to continue as a going concern.

2. Basis of presentation

a) Statement of compliance

These Condensed Interim Condensed Interim Consolidated Financial Statements have been prepared in accordance with International Accounting Standard 34, Interim Financial Reporting. Certain information and footnote disclosures normally included in the audited annual Condensed Interim Condensed Interim Consolidated Financial Statements prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"), have been omitted or condensed. These condensed interim Condensed Interim Condensed Interim Consolidated Financial Statements should be read in conjunction with AgMedica Bioscience's March 31, 2019 audited annual Condensed Interim Condensed Interim Consolidated Financial Statements. These condensed interim Condensed Interim Condensed Interim Consolidated Financial Statements have been prepared on a basis consistent with the accounting policies disclosed in the March 31, 2019, audited annual Condensed Interim Condensed Interim Consolidated Financial Statements.

These Condensed Interim Condensed Interim Consolidated Financial Statements are unaudited and reflect adjustments (consisting of normal recurring adjustments) that are, in the opinion of management, necessary to provide a fair statement of results for the interim periods in accordance with IFRS.

The results reported in these condensed interim Condensed Interim Condensed Interim Consolidated Financial Statements should not be regarded as necessarily indicative of results that may be expected for an entire fiscal year. The policies set out below are consistently applied to all periods presented, unless otherwise noted. These condensed interim Condensed Interim Condensed Interim Consolidated Financial Statements were approved by the Board of Directors and authorized for issuance by the Board of Directors on XXXXX, 2019.

b) Basis of measurement

These Condensed Interim Consolidated Financial Statements have been prepared in Canadian dollars on a historical cost basis except for biological assets, derivatives and certain financial assets and liabilities which are measured at fair value. Historical cost is generally based upon the fair value of the consideration given in exchange for assets.

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

2. Basis of presentation (continued)

c) Basis of consolidation

Subsidiaries

For the purpose of preparing these Condensed Interim Consolidated Financial Statements subsidiaries are entities controlled by the Company. Control exists when the Company has power over a subsidiary that exposes or give rights to variable returns that are related to its involvement in the subsidiary and is able to use its power to affect, either directly or indirectly, the amount of those returns. Each subsidiary is fully consolidated from the date of acquisition, being the date on which the Company obtains control, and continues to be consolidated until the date when such control ceases.

The Condensed Interim Consolidated Financial Statements include the accounts and results of operations of the Company and its subsidiaries over which the Company has control.

As at June 30, 2019, subsidiaries over which the Company has control include:

Name of Subsidiary	Jurisdiction of Incorporation	Ownership Interest
2472602 Ontario Inc. (formerly "Crosshair Ventures Inc.")	Canada	100%
2642466 Ontario Inc.	Canada	100%
Wellworth Health Corp. (formerly "11201336 Canada Inc.")	Canada	80%
8895309 Canada Inc.	Canada	100%
8050678 Canada Inc.	Canada	100%
8326851 Canada Inc.	Canada	100%
Unique Beverages (USA) Inc.	USA	100%
WorldWide Beverage Innovations Inc.	Canada	100%
Tavivat Naturals Inc.	Canada	100%
Eseela Inc.	Canada	100%

All intercompany balances and transactions have been eliminated on consolidation.

Business combinations

Acquisitions of businesses are accounted for using the acquisition method. The Company measures goodwill as the fair value of the consideration transferred, including the recognized amount of any non-controlling interest in the acquired business, less the fair value of the identifiable assets and liabilities assumed, all measured as of the acquisition date. Any excess of the fair value of the net assets acquired over the consideration paid is a gain on business acquisition and is recognized as a gain in the Condensed Interim Consolidated Statement of Operations and Comprehensive Loss. The Company elects on a transaction-by-transaction basis whether to measure non-controlling interest at its fair value or at its proportionate share of the recognized amount of the identifiable net assets, at the acquisition date.

Transaction costs, other than those associated with the issue of debt or equity securities that the Company incurs in connection with a business combination, are expensed as incurred.

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

2. Basis of presentation (continued)

c) Basis of consolidation (continued)

Investment in associates

Associates are entities over which the Company exercises significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee, but without control or joint control over those policies. Significant influence is presumed if the Company holds between 20% and 50% of the voting rights, unless evidence exists to the contrary. The Company accounts for associates using the equity method of accounting. Interests in associates accounted for using the equity method are initially recognized at cost. Subsequent to the initial recognition, the carrying value of the Company's interest in an associate is adjusted for the Company's share of net income (loss), comprehensive income (loss) and distributions of the investee. The carrying value of associates is assessed for impairment at each statement of financial position date.

Refer to Note 9 for additional information regarding Investments in Associates.

3. Prepaid expenses and other current assets

The Company's prepaid expenses and other current assets consists of the following:

	June 30, 2019	March 31, 2019
Prepaid expenses	\$ 1,231,692	\$ 725,966
Deposits	1,909,135	1,265,786
Total prepaid expenses and other current	\$ 3,140,827	\$ 1,991,752

4. Inventory

Inventory is comprised of:

	Kilograms at June 30, 2019	Capitalized cost	Fair value adjustments	June 30, 2019	Kilograms at March 31, 2019	March 31, 2019
Dry cannabis						
Finished goods	48.4	\$ 225,545	\$ 34,970	\$ 260,515	68.9	\$ 278,764
Work-in-process	1,429.1	2,819,523	2,812,204	5,631,727	1,462.8	5,339,042
Cannabis oil						
Finished goods		72,556		72,556		-
Work-in-process	609.4	1,667,534	1,658,469	3,326,003	335.9	1,733,012
Purchased dried cannabis	352.8	1,955,287	-	1,955,287	220.5	1,239,619
Packaging and supplies		278,420	-	278,420		320,195
		\$ 7,018,865	\$ 4,505,643	\$11,524,508		\$ 8,910,632

Inventory expensed in cost of sales during the three months ended June 30, 2019, was \$3,124,291 (for the three months ended June 30, 2018 – nil). Inventory expensed includes realized fair value gains included in inventory of \$1,006,045 (for the three months ended June 30, 2018 – nil).

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

5. Biological assets

The Company's biological assets consist of cannabis plants. The continuity of biological assets for the three months ended June 30, 2019 and the year ended March 31, 2019, is as follows:

	June 30, 2019	March 31, 2019
Biological assets, beginning	\$ 1,038,380	\$ 792,444
Production costs capitalized*	1,214,458	4,659,779
Increase in fair value less costs to sell due to biological transformation	3,010,410	4,203,463
Transfers to inventory upon harvest	(3,318,625)	(8,617,306)
Biological assets, ending	\$ 1,944,623	\$ 1,038,380

*includes amortization for the three months ended June 30, 2019, of \$347,865 (for the year ended March 31, 2019 - \$1,406,046).

The Company measures its biological assets at their fair value less costs to sell and harvest. This is determined using a model which estimates the expected harvest yield in grams for plants currently being cultivated, and then adjusts that amount for the expected selling prices per gram and also for any additional costs to be incurred, such as post-harvest costs. For in-process biological assets, the fair value at the point of harvest is adjusted based on the stage of growth. As at June 30, 2019, on average, in-process biological assets were 60% (March 31, 2019 – 50%) complete as to the expected harvest date.

The Company estimates the harvest yields for the plants at various stages of growth. As at June 30, 2019, it is expected that the Company's biological assets will yield approximately 848,700 grams of cannabis (at March 31, 2019 – 652,400). The Company's estimates are, by their nature, subject to change and differences from the anticipated yield will be reflected in unrealized gain on changes in fair value of biological assets in the future periods.

The Company accretes fair value on a straight-line basis according to stage of growth. As a result, a cannabis plant that is 50% through its 12-week growing cycle would be ascribed approximately 50% of its harvest date expected fair value (subject to any wastage adjustments).

The following significant unobservable inputs, all of which are classified as Level-3 on the fair value hierarchy, were used by management as part of this model:

- Selling price - based upon a weighted average historical selling price for all strains of dry cannabis produced by the Company upon the commencement of sales, which is expected to approximate future selling prices.
- Average growth cycle – represents the weighted average number of weeks out of the 12-week growing cycle that the biological assets have reached as of the measurement date;
- Stage of growth and value associated with each stage – Value for each stage of growth is determined by reference to the percentage of completion, based on the average growth cycle, and the total expected costs and selling price from inception to harvest;
- Yield by plant – represents the expected number of grams of finished cannabis inventory which are expected to be obtained from each harvested cannabis plant;
- Wastage – represents the weighted average percentage of biological assets which are expected to fail to mature into cannabis plants that can be harvested and;

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

5. Biological assets (continued)

- Post-harvest costs – calculated as the cost per gram of harvested cannabis to complete the sale of cannabis plants post-harvest, consisting of cost of direct and indirect materials and labour related to labelling and packaging.

The following table quantifies each significant unobservable input, and also provides the impact that a 10% increase and / or decrease in each input would have on the fair value of biological assets:

Level 3 Estimate	June 30, 2019	March 31, 2019	10% Change as at June 30, 2019	10% Change as at March 31, 2019
Selling price	\$ 5.50	\$ 4.60	\$ 264,500	\$ 157,500
Average growth cycle	12 weeks	12 weeks	141,000	149,000
Yield by plant	60 grams	64 grams	194,500	104,000
Wastage	1%	1%	1,500	1,500
Post-harvest costs	18%*	21%*	70,000	53,500

* percentage of selling price

6. Loan receivable

Changes in the balance of the Company's loan receivable for the three-month period ending June 30, 2019, consist of the following:

Balance as at March 31, 2019	\$ 628,296
Advances on loan to Herbolea Biotech S.r.l. ("Herbolea")	637,574
Add: Change in fair value	28,318
Balance as at June 30, 2019	\$ 1,294,188

At the option of Herbolea, the loan can be repaid by delivering a certain number of the Company's shares or in cash. The loan is measured at FVTPL as it fails the SPPI test.

7. Convertible promissory note

Changes in the balance of the Company's convertible promissory note for the three-month period ending June 30, 2019, consist of the following:

Balance as at March 31, 2019	\$ 1,772,322
Add: Change in fair value	56,904
Balance as at June 30, 2019	\$ 1,829,226

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

8. Derivatives

As at June 30, 2019, the carrying value of the derivative assets are as follows:

	Total
Balance, March 31, 2019	\$ 885,459
Change in fair value	(7,282)
Balance, June 30, 2019	\$ 878,177

9. Investment in associates

The following table outlines changes in the investments in associates that are accounted for under the equity method. In accordance with IAS 28 Investments in Associates and Joint Ventures in cases where the Company does not have the same reporting date as its associates the Company is permitted to account for its investment one quarter in arrears. Accordingly, the share of net income (loss) amounts in the following table are based on results to March 31, 2019 with adjustments for any significant transactions, as required. The Company's investment in Herbolea Biotech S.r.l. was purchased on February 28, 2019, and accordingly the Company has not accounted for its share of the investee's income in the period.

	MedC Biopharma Corporation (i)	Herbolea Biotech S.r.l. (ii)	Total
Balance, March 31, 2019	\$ 1,302,776	\$ 18,031,088	\$ 19,333,864
Share of net loss	(24,401)	-	(24,401)
Other comprehensive income (loss) - Foreign exchange loss	(25,449)	-	(25,449)
Balance, June 30, 2019	\$ 1,252,926	\$ 18,031,088	\$ 19,284,014
Ownership %, June 30, 2019	9.0%	25.0%	
Fiscal year-end date	December 31	December 31	

10. Intangible assets

A continuity of the intangible assets for the three months ended June 30, 2019 is as follows:

Cost	Balance at March 31, 2019	Additions	Balance at June 30, 2019
Software	\$ 55,482	\$ 56,400	\$ 111,882
License agreements (i, ii)	5,713,301	752,850	6,466,151
Intangible assets acquired on acquisition	3,749,306	-	3,749,306
Total - cost	\$ 9,518,089	\$ 809,250	\$ 10,327,339
Accumulated amortization			
Software	\$ (7,268)	\$ (6,204)	\$ (13,472)
License agreements	(57,722)	(154,874)	(212,596)
Intangible assets acquired on acquisition	(96,914)	(72,686)	(169,600)
Total - accumulated amortization	\$ (161,904)	\$ (233,764)	\$ (395,668)
Total - net book value	\$ 9,356,185	\$ 575,486	\$ 9,931,671

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

10. Intangible assets (continued)

- i. On May 15, 2019, the Company executed an option in the license agreement with Herbolea, at a cost of \$752,850 (€500,000), to obtain a license to use the technology for expansion in the German market for a 10-year period. The license agreement is amortized straight-line over the term of the agreement.
- ii. On February 28, 2019, the Company entered into a license agreement paid through issuance of common shares in the Company. At initiation the license cost of \$4,500,000 is accounted for as equity settled except for \$2,000,000, which the Company committed to advance as a loan until the Company completes an initial public offering. As advances are made pursuant to the loan agreement the Company recognizes a charge to share capital for the remaining equity settled portion of the license fee. For the period ending June 30, 2019, the amount recognized in share capital was \$625,127.

11. Property, plant & equipment

Cost	Balance at March 31, 2019	Additions	Transfers	Balance at June 30, 2019
Land	\$ 3,940,720	-	\$ -	\$ 3,940,720
Buildings	17,525,756	-	-	17,525,756
Production rooms	13,674,647	159,153	588,662	14,422,462
Production equipment	3,118,027	94,454	-	3,212,481
Furniture ¹	276,762	49,001	-	325,763
Leasehold improvements	45,255	-	-	45,255
Computer hardware	936,300	150,179	-	1,086,479
Vehicles	34,857	-	-	34,857
Right of use assets	638,940	272,191	-	911,131
Construction in process	12,149,021	3,648,510	(588,662)	15,208,869
Cost - total	\$ 52,340,285	\$ 4,373,488	\$ -	\$ 56,713,773

Accumulated amortization	Balance at March 31, 2019	Amortization	Transfers	Balance at June 30, 2019
Buildings	\$ (859,475)	\$ (239,174)	\$ -	\$ (1,098,649)
Production rooms	(1,537,606)	(359,292)	-	(1,896,898)
Production equipment	(315,891)	(156,226)	-	(472,117)
Furniture ¹	(48,840)	(14,169)	-	(63,009)
Leasehold improvements	(5,432)	(2,828)	-	(8,260)
Computer hardware	(328,108)	(82,072)	-	(410,180)
Vehicles	(3,631)	(1,743)	-	(5,374)
Right of use assets	(135,029)	(46,294)	-	(181,323)
Construction in process	-	-	-	-
Amortization - total	\$ (3,234,012)	\$ (901,798)	\$ -	\$ (4,135,810)
Net book value	\$ 49,106,273	\$ 3,471,690	\$ -	\$ 52,577,963

(1) Furniture and office equipment

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

11. Property, plant & equipment (continued)

The Company has right-of-use assets as follows:

Right-of-use assets	Office space	Equipment	Total
Balance at March 31, 2019	\$ 480,018	\$ 23,893	\$ 503,911
Additions	272,191	-	272,191
Depreciation expense	(44,270)	(2,024)	(46,294)
Balance at June 30, 2019	707,939	21,869	729,808

12. Accounts payable and accrued liabilities

	June 30, 2019	March 31, 2019
Accounts payable	\$ 9,433,813	\$ 6,636,659
Accrued liabilities	1,139,723	1,733,991
Government remittances payable	299,270	322,616
Payroll liabilities	1,011,968	518,433
Total accounts payable and accrued liabilities	\$ 11,884,774	\$ 9,211,699

13. Other current liabilities

Other current liabilities are comprised of the following accrued liabilities related to the Investment in Associate:

	June 30, 2019	March 31, 2019
Associate shares purchase		
- Liability for repurchase of the Company's own shares (i)	\$ 18,000,000	\$ 17,901,286
- Contingent consideration	32,030	31,088
Loan commitment		
- Liability for repurchase of Company's shares	662,992	1,258,801
- Fair value of loan commitments	16,340	45,433
Total other current liabilities	\$ 18,711,362	\$ 19,236,608

- i. The share purchase agreement grants Herbolea a right to terminate the agreement if the Company fails to file an application to list its shares with a stock exchange by April 15, 2019, or if the Company's shares are not listed within 6 months of filing a listing application. In the event one of these termination events transpire, Herbolea, if elected to terminate, is required to file a notice of termination to the Company within 60 days. If the termination right is exercised, the Company has the option to purchase the 25% interest in Herbolea for \$18,000,000 cash or forfeit the shares in the associate and pay a \$300,000 penalty to Herbolea. If Herbolea exercises the termination right, the Company will receive 8,000,000 shares of the Company initially issued in exchange for the investment in Herbolea. The Company did not file an application with a stock exchange by April 15, 2019, and as at June 30, 2019, the termination right was not exercised by Herbolea.

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**14. Loans payable and long-term debt**

The Company has entered into multiple loans and long-term debt arrangements as summarized below:

	June 30, 2019	March 31, 2019
(i) Mortgage payable with a five-year term and amortization period of 20 years bearing an annual interest rate of 4.31%.	\$ -	\$ 1,161,329
(ii) Mortgage payable with a three-year term and interest only monthly payments bearing an annual interest rate of 5.0%.	-	1,000,000
(iii) Loan payable with a one-year term and interest only monthly payments bearing interest at 12%, net of transaction costs.	10,041,607	
(iv) Loan payable with a six-month term and interest only monthly payments bearing a monthly interest rate of 1.5%, net of transaction costs.	4,867,018	
(v) Equipment financing with a 60-month term with an annual interest rate of 0.0%.	73,990	80,156
	\$ 14,982,615	\$ 2,241,485
Less: current portion	(14,908,625)	(1,185,989)
Long-term portion	\$ 73,990	\$ 1,055,496

- (i) On May 31, 2019, the Company repaid this mortgage payable. A payment of \$1,152,877 was made to settle the mortgage balance which included interest of \$3,511.

Prior to settlement, the Company recorded interest expense for the three months ended June 30, 2019, in relation to the mortgage of \$8,278 for the three months ended June 30, 2018 -\$9,511).

- (ii) On May 31, 2019, the Company repaid this mortgage payable. A payment of \$1,000,407 was made to settle the mortgage balance which included interest of \$407.

Prior to settlement, the Company recorded interest expense for the three months ended June 30, 2019, in relation to the mortgage of \$8,148 (for the three months ended June 30, 2018 -\$nil).

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

14. Loans payable and long-term debt (continued)

- (iii) On May 31, 2019, 2472602 Ontario Inc. and 2642466 Ontario Inc., wholly owned subsidiaries of the Company, entered a \$10,977,202 (\$8,131,863 USD) loan agreement. Proceeds of the loan were used to repay existing debt, provide capital for investment in the Company's production facilities and for general working capital purposes. The loan and interest-only monthly payments are denominated in USD and the loan matures on May 31, 2020. Interest on the loan is charged at rate equal to the greater of the LIBOR interest rate + 9.5% or 12%. The Company incurred transaction costs totaling \$709,807 related to this loan. The transaction costs have been included in the initial measurement of the loan which is accounted for at amortized cost using the effective interest rate method. The loan is secured by real property owned by the Company and its subsidiaries.

During the three months ended June 30, 2019, the Company recorded interest expense in relation to the mortgage of \$170,949 (for the three months ended June 30, 2018 - \$nil).

- (iv) On May 13, 2019, 2472602 Ontario Inc., a wholly owned subsidiary of the Company, entered into a \$5,000,000 loan agreement. The interest rate is charged at 1.5% per month on the loan balance and monthly interest-only payments are made until the loan matures on November 13, 2019. The Company incurred transaction costs totaling \$172,344 related to this loan. The transaction costs have been included in the initial measurement of the loan which is accounted for at amortized cost using the effective interest rate method. The loan is secured by real property owned by the Company and its subsidiaries.

During the three months ended June 30, 2019, the Company recorded interest expense in relation to the mortgage of \$133,325 (for the three months ended June 30, 2018 - nil).

- (v) On June 19, 2017, the Company entered into two equipment finance arrangements to purchase equipment totaling \$123,317. The financing agreements are secured by the equipment purchased and one of the founding shareholders of the Company has provided personal guarantees in connection with the loan facility. The carrying value of the equipment was \$74,620 as at June 30, 2019 (at March 31, 2019 - \$76,122). During the three months ended June 30, 2019, the Company recorded interest expenses of \$nil (for the three months ended June 30, 2018 - \$nil). The Company makes monthly principal payments on the financing loan of \$2,055.

15. Promissory notes

	June 30, 2019	March 31, 2019
Promissory note issued January 1, 2019, with a 12-month term, interest payable at the end of the term at a rate of 12% per annum.	\$ 1,060,000	\$ 1,030,000
Promissory notes issued February 25, 2019, with a 12-month term, interest payable at the end of the term at a rate of 12% per annum.	2,080,000	2,020,000
Total	\$ 3,140,000	\$ 3,050,000

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**16. Convertible debentures**

During the year ended March 31, 2018, the Company initiated a private placement of unsecured convertible debentures bearing annual interest of 7%, compounded quarterly and payable semi-annually with a maturity date being three years from the date of issuance.

The debentures and any accrued interest are automatically converted into common shares immediately prior to the completion of a Qualifying Go-Public ("QGP") Event at an automatic conversion price of 70% of the per share price paid per common share in a QGP Event. If a QGP Event is not completed within 18 months of issuing the unsecured convertible debentures, the holders may elect to convert their unsecured convertible debentures, including accrued interest into common shares of the Company. The conversion price is equal to the lesser of \$1.05 per common share or the price per share equal to a 30% discount from the price per share paid in the QGP Event, if such an event has occurred prior to the date of maturity.

As at June 30, 2019, no debentures had been converted into common shares.

A continuity of the convertible debentures carrying values is as follows:

Balance at March 31, 2019	\$ 8,666,899
Interest payments to debenture holders	(424,239)
Interest expense	602,068
Balance at June 30, 2019	\$ 8,844,728

A continuity of the convertible debentures derivative liability automatic conversion is as follows:

Balance at March 31, 2019	\$ 4,693,620
Change in fair value of derivative liability	
Automatic conversion	18,617
Balance at June 30, 2019	\$ 4,712,237

A continuity of the convertible debentures derivative liability optional conversion is as follows:

Balance at March 31, 2019	\$ 705,991
Change in fair value of derivative liability	
Optional conversion	2,758
Balance at June 30, 2019	\$ 708,749
Total derivative liability on convertible debenture	\$ 5,420,986
Total convertible debenture	\$ 14,265,714

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**17. Lease Liabilities**

The Company has lease liabilities as follows:

Lease liabilities	Office space	Equipment	Total
Balance at March 31, 2019	\$496,866	\$25,013	\$ 521,879
Additions	272,191	-	272,191
Lease payments	(50,062)	(2,485)	(52,547)
Interest expenses	10,512	676	11,188
Balance at June 30, 2019	\$729,507	\$23,204	\$ 752,711
Less: current portion			\$ 181,820
Non-current			\$ 570,891

During the three months ended June 30, 2019, the Company expensed \$11,636 (for the three months ended June 30, 2018 - \$nil) in variable lease payments related to operating costs for the lease of office space.

18. Other long-term liabilities

The Company has recorded the following long-term liabilities related to minimum royalty and processing fees payable under the terms of licensing agreements:

	Total
Balance, March 31, 2019	\$ 1,043,700
Interest accretion on liability	31,311
Balance, June 30, 2019	\$ 1,075,011
Less: current portion	(200,000)
Non-current portion	875,011

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

19. Share Capital

a. Common shares

Unlimited number of common shares without par value are authorized.

<i>Common Shares Issued and Freely Tradeable</i>		Number of Common Shares	Balance
Balance – March 31, 2019		147,392,544	\$ 118,976,232
Exercise of options	Note 19c	120,000	270,011
Share expense for license agreement			625,127
Shares issued for services rendered	(i)	-	560,942
Balance – June 30, 2019		147,512,544	\$ 120,432,312

(i) Shares issued for Services Rendered

a. Advisory Board Common Share Issuance

On July 18, 2018, the Company entered into an agreement with an individual to serve on its Advisory Board. Under terms of the agreement, the member of the Advisory Board will receive 2,555,556 common shares of the Company. On September 21, 2018, the Company amended the original Advisory Board agreement, whereby the Company agreed to issue an additional 1,295,556 common shares of the Company.

On August 2, 2018, in accordance with the agreement the Company is issued 1,555,556 common shares, valued at \$1.80 per common share or \$2,800,001. A second tranche of 1,295,556 common shares valued at \$2.16 per common share, or \$2,802,016, were issued on December 10, 2018, for services provided for the period of August 2, 2018 to December 10, 2018. The \$2.16 per common share price was the average trading prices for the common shares for the Company during this period. The remaining 1,000,000 common shares are expected to be issued on July 18, 2019 per the terms and conditions of the amended Advisory Board agreement. During the three-months ended June 30, 2019, the Company expensed \$560,942 (for the three months ended June 30, 2018 - \$nil) and the value of the common shares issued are expensed to the Consolidated Statements of Operating and Comprehensive Loss upon issuance.

b) Stock Options

On September 18, 2018, the directors of the Company approved a stock option plan (the "Plan"). The Plan authorizes 15,000,000 common shares in the Company to be set aside and reserved for issuance upon the exercise of options granted under the Plan. Prior to the implementation of the Plan, the Company issued options outside of the Plan. All options issued outside of the Plan, (the "Nominal Options") were issued with an exercise price of \$0.001. The Plan and the Nominal Options were granted to encourage ownership of the Company's common shares by its key officers, directors, employees and consultants.

During the three-months ended June 30, 2019 the Company granted 100,000 (for the three months ended June 30, 2018 – nil) options under the Plan and nil (for the three months ended June 30, 2018 – 112,500) Nominal Options. The Nominal Options were granted at an exercise price of \$0.001 per Nominal Option.

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**19. Share Capital (continued)****b) Stock Options (continued)**

The following table is a summary of the Plan and Nominal Options granted and changes for the periods then ended:

	June 30, 2019	
	Number of Outstanding	Weighted Average Exercise Price
Options outstanding, beginning of period	4,472,500	0.20
Granted	100,000	5.95 ¹
Exercised	(120,000)	0.001
Forfeited and expired	-	-
Options outstanding, end of period	4,452,500	0.34
Options exercisable, end of period	946,250	0.24

- (1) Exercise price is based on a weighted average probability outcome based on the terms of the granted options, for which the exercise price is to be determined at a later day based on the outcome of specific events.

The following table summarizes information about the Plan and Nominal Options outstanding as at:

	June 30, 2019				
	Options outstanding			Options exercisable	
	Number of options outstanding	Weighted average life (years)	Weighted average exercise price	Number of options exercisable	Weighted average exercise price
Exercise Price (\$)					
0.001	3,752,500	5.28	0.001	796,250	0.001
1.50	600,000	6.21	1.50	150,000	1.50
5.95 ¹	100,000	5.91	5.95 ¹	-	5.95 ¹
	4,452,500	5.42	0.34	946,250	0.24

- (1) Exercise price is based on a weighted average probability outcome based on the terms of the granted options, for which the exercise price is to be determined at a later day based on the outcome of specific events.

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**19. Share Capital (continued)****b) Stock Options (continued)**

Exercise Price (\$)	March 31, 2019				
	Options outstanding			Options exercisable	
	Number of options outstanding	Weighted average life (years)	Weighted average exercise price	Number of options exercisable	Weighted average exercise price
0.001	3,872,500	5.53	0.001	810,000	0.001
1.50	600,000	6.46	1.50	131,250	1.50
	4,472,500	5.65	0.20	941,250	0.21

In determining the amount of share-based compensation related to options issued by the Plan, the Company used the Black-Scholes option pricing model to establish the fair value of options commitments and grants during the three-months ended June 30, 2019 and 2018. The Company revalued committed options under the Plan for each reporting period until the Plan was established on September 18, 2018. On each of the measurement dates the Company applied the following assumptions at the time of the commitment, revaluation or grant of the Plan:

	June 30, 2019	June 30, 2018 ²
Risk-free rate	1.50%	2.04%
Expected life of options (years)	4.21	5.30
Expected annualized volatility	77.2%	68.7%
Expected dividend yield	Nil	Nil
Black-Scholes value of each option	\$5.95 ¹	1.14

- (1) Exercised price is based on a weighted average probability outcome based on the terms of the granted options, for which the exercise price is to be determined at a later day based on the outcome of specific events.
- (2) The assumptions relate to committed options not yet issued under the Plan which were revalued at the end of the three-months ended June 30, 2018 until ultimately granted upon the establishment of the Plan.

In determining the amount of share-based compensation related to Nominal Options, the Company used the Black-Scholes option pricing model to establish the fair value of options granted during the three-months ended June 30, 2019 and 2018, on their measurement date by applying the following weighted average assumptions:

	June 30, 2019 ¹	June 30, 2018
Risk-free rate	N/A	2.17%
Expected life of options (years)	N/A	4.21
Expected annualized volatility	N/A	68.7%
Expected dividend yield	N/A	Nil
Black-Scholes value of each option	N/A	\$1.80

- (1) N/A as no Nominal Options were granted during the three-months ended June 30, 2019.

As the Company does not have historical trading data for which to calculate volatility, the Company used Level 2 reporting metrics, by utilizing the volatility calculations reported by other comparable cannabis issuers. The expected life in years represents the period of time that options were granted or committed are expected to

AgMedica Bioscience Inc.

Notes to Condensed Consolidated Interim Financial Statements For the three months ended June 30, 2019, and June 30, 2018

19. Share Capital (continued)

c) Stock Options (continued)

be outstanding. The risk-free rate was based on the zero-coupon Canada government bonds with a term similar to the expected life of the options.

For the three-months ended June 30, 2019, the Company recorded \$1,099,869 (for the three months ended June 30, 2018 - \$174,722) in share-based compensation expense related to the grant or commitment of stock options to employees.

No stock options relating to the Plan have been exercised by option holders during the three-months ended June 30, 2019 or 2018, whereas 120,000 (for the three months ended June 30, 2018 - nil) Nominal Options were exercised at \$0.001 for proceeds of \$120.

d) Reconciliation of share-based compensation

	For the Three-Months Ended	
	June 30, 2019	June 30, 2018
Total Share-based Compensation	\$ 1,660,811	\$ 2,924,722
Statements of Cash Flows		
Stock options	1,099,869	174,722
Advisory services	560,942	2,750,000
Total per Statement of Cash Flows	\$ 1,660,811	\$ 2,924,722
Statements of Operation and Comprehensive Loss		
Share-based compensation	1,099,869	174,722
Research and development	-	2,750,000
General and administration	560,942	-
Total per Statements of Operation and Comprehensive Loss	\$ 1,660,811	\$ 2,924,722

e) Contributed surplus

Balance – March 31, 2019	\$ 4,474,912
Share-based compensation	1,099,869
Exercise of options	(269,891)
Balance – June 30, 2019	\$ 5,304,890

f) Loss per share

There were no dilutive items outstanding as at June 30, 2019 or 2018. Diluted losses per share does not take into account any outstanding convertible debentures or stock options as their effect would be anti-dilutive for these periods. As at June 30, 2019, there were convertible debentures and accrued unpaid interest outstanding that could be converted into 11,475,238 common shares (for the three months ended June 30, 2018 – 11,158,921) and 4,435,611 stock options outstanding (for the three months ended June 30, 2018 – 55,417).

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements
For the three months ended June 30, 2019, and June 30, 2018****20. Related Party Transactions**

Summary of key management personnel compensation:

Key management personnel include those persons having authority and responsibility for planning, directing and controlling the activities of the Company as a whole.

The Company has determined that key management personnel consist of members of the Company's Board of Directors and corporate officers. The remuneration of directors and key management personnel made during the three months ended June 30, 2019 and 2018, totaled \$312,173 (for the three months ended June 30, 2018 - \$235,618) and was comprised of salaries and benefits.

As at June 30, 2019 \$47,509 (at March 31, 2019- \$68,225) is included in accounts payable and accrued liabilities from amounts owing to related parties for reimbursement of expenses incurred in the normal course of business.

The related parties to the Company as at June 30, 2019 and 2018, are the founders of the Company. As a result, they have offered personal guarantees in respect to the equipment financing (note 11). One of the properties owned by the Company is in a separate entity of a related party, and a trust agreement exists whereby the property is held by the related party's entity in trust for the Company.

21. Expenditures by Nature

The following is a reconciliation of expenditures by function to expenditures by nature:

Presentation by Nature	June 30, 2019	June 30, 2018
Salaries, wages and other employee benefits	\$ 2,135,801	\$ 457,522
Raw materials and consumables	334,022	11,564
Equipment costs	2,321	28,800
Share-based compensation	1,660,812	2,924,722
Amortization	787,697	170,835
Legal and professional fees	216,259	46,689
Consultants	1,379,216	243,796
Facility expenses	278,994	248,386
Insurance	149,320	28,360
Marketing and promotion	404,613	254,163
Office expenses	200,403	98,456
Travel and other employee expenses	209,230	56,094
Bank and payment processor fees	2,341	716
Total	\$ 7,761,029	\$ 4,570,103

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements
For the three months ended June 30, 2019, and June 30, 2018****22. Changes in Non-Cash Working Capital Items**

	June 30, 2019	June 30, 2018
Accounts receivable	\$ 7,475	\$ (500,700)
Prepaid expenses and other current assets	(1,149,075)	(267,324)
Inventory	(1,032,809)	(2,425,870)
Biological assets	(482,945)	638,948
Accounts payable and accrued liabilities	2,673,075	(287,962)
Total	\$ 15,721	\$ (2,842,908)

23. Segmented Information

The Company operates as one segment, the production and sale of cannabis and cannabis related products.

All property, plant and equipment and intangible assets are located in Canada.

All revenues were generated in Canada during the three-months ending June 30, 2019.

24. Financial instruments and fair value disclosures**(a) Fair value of financial assets and liabilities that are measured at fair value on a recurring basis**

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, regardless of whether the price is directly observable or estimated using another valuation technique. In estimating the fair value of an asset or a liability, the Company considers the characteristics of the asset or liability if market participants would take those characteristics into account when pricing the asset or liability at the measurement date.

Fair value measurements are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 - valuation based on quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 - valuation techniques based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and

Level 3 - valuation techniques using inputs for the asset or liability that are not based on observable market data (unobservable inputs). The fair value hierarchy requires the use of observable market inputs whenever such inputs exist.

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**24. Financial instruments and fair value disclosures (continued)****(a) Fair value of financial assets and liabilities that are measured at fair value on a recurring basis (continued)**

The following table summarizes the valuation techniques and significant unobservable inputs in the fair value measurement of Level 3 financial instruments:

Financial asset / financial liability	Valuation techniques	Significant observable inputs	Significant unobservable inputs	Relationship of unobservable inputs to fair value
Convertible debentures (Note 16)	Probability weighted expected return method ("PWERM") for the automatic and optional conversion features.	Quoted discount rates in the public markets.	Share price, expected timing of an IPO, probability of completing an IPO.	Increase or decrease in the share price will result in a related increase or decrease in the fair value of the debentures conversion features. A change to the expected timing of an IPO will change the present value of the derivative liability.
Convertible promissory notes (Note 7)	PWERM for the for the automatic and optional conversion features and value of holding promissory note to maturity.	Terms of promissory note, discount rates quoted in public market.	Estimated recoverability of the promissory note based on the financial performance of the issuer of the note. Value of the issuer's shares underlying the conversion option and timing of the issuer's QGP Event.	A decrease in the probability the counterparty will complete an IPO event, postponement of the IPO event or a decline in future share price will decrease the value promissory notes receivable. A change in the credit risk of the issuer will increase or decrease the value of the promissory note.

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**24. Financial instruments and fair value disclosures (continued)****(a) Fair value of financial assets and liabilities that are measured at fair value on a recurring basis (continued)**

Financial asset / financial liability	Valuation techniques	Significant observable inputs	Significant unobservable inputs	Relationship of unobservable inputs to fair value
Loan receivable (Note 6)	Expected present value of loan receivable and optional share settlement.	Quoted discount rates in the public markets.	Share price, expected timing of an IPO, probability of completing an IPO, recoverability of loan receivable, probability borrower will exercise share settlement option.	A decrease in the probability that the Company's share price at IPO will be greater than \$2.25 per share will decrease the fair value of loan receivable. A change in the Company's assumption for timing of the IPO will decrease fair value of loan receivable and increase probability borrower will exercise share settlement option.
Other current liabilities (Note 13)	PWERM for the variable share consideration and fair value of loan commitment derivative	Company's share price in private placement financing, discount rate based on Company's cost of capital	Company's share price at IPO, and timing of IPO.	A decrease in the probability that the Company's share price at IPO will be greater than \$2.25 per share will increase the fair value of the variable share consideration and the loan commitment derivative.
Derivative assets (Note 8)	PWERM for the fair value of share purchase options on unissued debentures.	Quoted discount rates in the public markets.	Share price at IPO, timing of counterparty achieving milestones triggering debenture purchases, expected timing of an IPO, probability of completing an IPO.	Changes in the assumptions will result in an increase or decrease in the fair value of the purchase options

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**24. Financial instruments and fair value disclosures (continued)****(a) Fair value of financial assets and liabilities that are measured at fair value on a recurring basis (continued)**

During the year, there were no transfers of amounts between the hierarchy levels.

(b) Fair value of financial assets and liabilities that are not measured at fair value, but fair value disclosures are required

The carrying values of cash and equivalents, accounts receivable, accounts payable and accrued liabilities approximate their fair values due to their short-term to maturity. The fair value of the promissory notes, loans payable and long-term-term debt approximate their fair value.

25. Income taxes

The provision for income taxes differs from the amount that would have resulted in applying the combined federal and provincial statutory tax rate as follows:

	March 31, 2019	March 31, 2018	March 31, 2017
Comprehensive loss	\$ (22,403,870)	\$ (22,403,870)	\$ (5,203,345)
Statutory income tax rate	26.5%	26.5%	26.5%
Expected tax benefit at statutory income tax rates	(5,937,000)	(5,937,000)	(1,379,000)
Non-deductible expenses	4,715,000	4,715,000	1,310,000
Other	38,000	38,000	-
Change in unrecognized tax differences	1,192,000	1,192,000	69,000
Income tax expense	\$ 8,000	\$ 8,000	\$ -

Temporary differences that give rise to the following deferred tax assets and liabilities are:

	March 31, 2019	March 31, 2018	March 31, 2017
Deferred tax assets			
Non-capital loss carry forwards	\$ 51,000	\$ 51,000	\$ -
Other	28,000	28,000	-
	79,000	79,000	-
Deferred tax liabilities			
Property, plant and equipment	(31,000)	(31,000)	-
	\$ 48,000	\$ 48,000	\$ -

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**25. Income taxes (continued)**

The unrecognized temporary differences of the Company are comprised of:

	March 31, 2019	March 31, 2018	March 31, 2017
Deferred tax assets			
Non-capital loss carry forwards	\$ 1,585,000	\$ 1,585,000	\$ 81,000
Property, plant and equipment	-	-	2,000
Share issuance costs	50,000	50,000	-
	1,635,000	1,635,000	83,000
Deferred tax liabilities			
Biological assets	(28,000)	(28,000)	-
Property, plant and equipment	(332,000)	(332,000)	-
	(360,000)	(360,000)	-
	\$ 1,275,000	\$ 1,275,000	\$ 83,000

In assessing the ability to realize the benefit of the deferred tax assets, management considers whether it is probable that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income. Management considers the likelihood of future profitability, the character of the deferred tax assets and available tax planning strategies in making this assessment. To the extent that management believes it is probable the deferred tax assets will be realized, that portion of the deferred tax assets is recognized in the financial statements. The estimated average annual rate used for the three-months ended June 30, 2019, and 2018, by the Company, ranged from X% to X%.

Based on this assessment, a portion of the deferred tax assets as at March 31, 2019 and 2018 have not been recognized in the Condensed Interim Consolidated Financial Statements.

As at March 31, 2019, the Company had non-capital loss carry-forwards of approximately \$6,175,000 that expire between 2034 and 2038.

AgMedica Bioscience Inc.**Notes to Condensed Consolidated Interim Financial Statements**
For the three months ended June 30, 2019, and June 30, 2018**26. Subsequent Events**

a. As at September 30, 2019, the Company has made additional loan advances totaling \$333,333 to Herbolea pursuant to the terms of the loan agreement accounted for in Note 6.

b. On July 26, 2019 and September 16, 2019, the first and second tranches of the convertible debenture had exceeded the 18 months from the date of issuance and were convertible into common shares of the Company, including accrued interest at the time of conversion. The conversion price was \$1.05 for all of the exercised options. As at September 30, 2019, the debenture holders had converted \$4,647,000 and \$2,251,000 which accrued interest of \$35,761 and \$29,285 for first and second tranches respectively. The total principal and accrued interest was \$6,963,046 which converted into 6,631,453 common shares of the Company.

On August 1, 2019 and September 3, 2019, the Company had 300,000 and 462,500 options exercised respectively by employees into common shares. The weighted average exercise price of the exercised options was \$0.001 per common share.

c. On September 5, 2019, the Company received approval from Health Canada to expand its existing cultivation and processing facility for Phase II at the Riverview facility. Additionally, effective August 2, 2019, the Company receives its sales license for the Heritage Road site in Chatham.

d.

EXHIBIT “F”



AgMedica Bioscience Inc.

**CONSOLIDATED STATEMENTS PREPARED FOR INTERNAL PURPOSES
FOR THE YEARS ENDED MARCH 31, 2019, 2018 AND 2017**

Notice to Reader: These Consolidated Statements have been prepared for Internal Purposes by the Company and are not for dissemination.

(Expressed in Canadian dollars)

AgMedica Bioscience Inc.
Consolidated Statements of Financial Position
As at March 31, 2019 and March 31, 2018
(in Canadian Dollars)



	2019	2018
ASSETS		
CURRENT		
Cash and cash equivalents	\$ 1,143,859	\$ 3,515,147
Accounts receivable (Note 28b)	4,985,151	2,162,411
Current portion of convertible promissory note (Note 9)	-	1,000,000
Prepaid expenses and other current assets (Note 5)	1,991,752	201,793
Inventory (Note 6)	8,910,632	669,081
Biological assets (Note 7)	1,038,380	792,444
Loan receivable (Note 8)	628,296	-
	18,698,070	8,340,876
NON-CURRENT		
Property, plant & equipment (Note 12)	49,106,273	19,346,028
Deferred income taxes (Note 30)	-	48,000
Convertible promissory note (Note 9)	1,772,322	-
Intangible assets (Note 11)	10,343,185	6,932
Derivatives (Note 10)	885,459	-
Investment in associates (Note 10)	19,295,313	-
	\$ 100,100,622	\$ 27,741,836
LIABILITIES		
CURRENT		
Accounts payable and accrued liabilities (Note 13)	\$ 9,508,149	\$ 2,346,431
Current portion of long-term debt (Note 15)	1,185,989	68,230
Current portion of lease liabilities (Note 18)	146,021	-
Current portion of convertible debentures (Note 17)	14,066,510	242,455
Current portion of other long-term liabilities (Note 19)	200,000	-
Other current liabilities (Note 14)	19,236,608	-
Promissory notes (Note 16)	3,050,000	-
Income taxes payable (Note 30)	79,280	-
Deposits	17,610	27,908
	47,490,167	2,685,024
NON-CURRENT		
Convertible debentures (Note 17)	-	9,681,079
Lease liabilities (Note 18)	375,858	-
Long-term debt (Note 15)	1,055,496	1,241,659
Deferred income taxes (Note 30)	811,000	-
Other long-term liabilities (Note 19)	843,700	-
	50,576,221	13,607,762
EQUITY		
Share capital (Note 20a)	118,976,232	56,538,700
Contributed surplus (Note 20e)	4,474,912	268,520
Non-controlling interest	(46,758)	-
Accumulated other comprehensive income	17,662	-
Deficit	(73,897,647)	(42,673,146)
	49,524,401	14,134,074
	\$ 100,100,622	\$ 27,741,836

Going concern (Note 1)
Commitments and Contingencies (Note 31)
Subsequent events (Note 32)

APPROVED BY THE BOARD

Director

Director

The accompanying notes to the consolidated financial statements are an integral part of these consolidated financial statements.



AgMedica Bioscience Inc.
Consolidated Statements of Operations and Comprehensive Loss
For the years ended March 31, 2019, March 31, 2018, and March 31, 2017
(in Canadian Dollars, except for number of common shares)

	2019	2018	2017
Revenue	\$ 4,286,967	\$ -	\$ -
Excise taxes	631,087	-	-
NET REVENUE	3,655,880	-	-
Cost of sales	3,470,505	-	-
GROSS PROFIT BEFORE FAIR VALUE ADJUSTMENTS	185,375	-	-
Realized fair value adjustments on inventory sold	829,969	-	-
Unrealized gain on changes in fair value of biological assets (Note 7)	(4,203,463)	(106,455)	-
GROSS PROFIT	3,558,869	106,455	-
OPERATING EXPENSES (Note 22)			
Research and development (Note 20a(ii))	5,726,494	18,597,735	4,940,000
General and administration	9,509,806	2,306,435	51,468
Sales and marketing	2,555,550	479,763	7,473
Operations and support	588,316	433,790	190,440
Amortization (Notes 11 and 12)	1,328,809	501,219	1,822
Share based compensation	13,516,147	268,520	-
TOTAL OPERATING EXPENSES	33,225,121	22,587,462	5,191,203
OTHER EXPENSES (INCOME)			
Share of loss from investment in associates (Note 10)	92,119	-	-
Change in fair value of derivatives	221,644	123,079	-
Finance costs (Note 25)	2,498,043	394,050	27,493
Finance income (Note 25)	(93,888)	(21,623)	-
Gain on foreign exchange	(64,090)	-	-
Other income (Note 24)	(1,016,821)	(572,643)	(15,351)
TOTAL OTHER EXPENSES (INCOME)	1,637,007	(77,137)	12,142
NET LOSS BEFORE INCOME TAXES	(31,303,259)	(22,403,870)	(5,203,345)
INCOME TAXES			
Current (Note 30)	96,000	-	-
Deferred (Note 30)	(128,000)	8,000	-
NET LOSS	\$ (31,271,259)	\$ (22,411,870)	\$ (5,203,345)
NET LOSS ATTRIBUTABLE TO:			
AgMedica Bioscience Inc.	\$ (31,224,501)	\$ (22,411,870)	\$ (5,203,345)
Non-controlling interest	(46,758)	-	-
NET LOSS	(31,271,259)	(22,411,870)	(5,203,345)
OTHER COMPREHENSIVE INCOME:			
Foreign exchange gain on translation of investment in associates (Note 10)	17,662	-	-
COMPREHENSIVE LOSS	\$ (31,253,597)	\$ (22,411,870)	\$ (5,203,345)
COMPREHENSIVE LOSS ATTRIBUTABLE TO:			
AgMedica Bioscience Inc.	\$ (31,206,839)	\$ (22,411,870)	\$ (5,203,345)
Non-controlling interest	(46,758)	-	-
	(31,253,597)	(22,411,870)	(5,203,345)
LOSS PER SHARE - BASIC	\$ (0.25)	\$ (0.28)	\$ (10,407)
LOSS PER SHARE - DILUTED	(0.25)	(0.28)	(10,407)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING - BASIC AND DILUTED (Note 20f)	123,716,929	79,638,337	500

The accompanying notes to the consolidated financial statements are an integral part of these consolidated financial statements.

AgMedica Bioscience Inc.
Consolidated Statements of Cash Flow
For the years ended March 31, 2019, March 31, 2018, and March 31, 2017
(expressed in Canadian Dollars)



	2019	2018	2017
OPERATING ACTIVITIES			
Net loss for the year	\$ (31,271,259)	\$ (22,411,870)	\$ (5,203,345)
Adjustments for:			
Deferred income taxes (Note 30)	(128,000)	8,000	-
Unrealized gain on changes in fair value of biological assets (Note 7)	(4,203,463)	(106,455)	-
Realized fair value adjustments on inventory sold	829,969	-	-
Share of loss from investment in associates (Note 10)	92,119	-	-
Gain on disposal of property, plant and equipment	-	(939)	-
Amortization of intangible assets (Note 11)	160,231	1,673	-
Amortization of property, plant, and equipment (Note 12)	2,574,622	569,748	1,822
Unrealized fair value change on derivative assets (Note 10)	(13,320)	-	-
Unrealized fair value change on convertible debentures (Note 25)	285,259	123,079	-
Unrealized fair value change on convertible promissory note (Note 9)	(50,295)	-	-
Finance costs (Note 25)	2,498,043	394,050	27,493
Finance costs paid	(824,857)	(151,595)	(27,493)
Finance income and foreign exchange gains	(157,978)	(21,623)	-
Finance income received	97,326	20,693	-
Interest paid on lease liabilities (Note 18)	(31,715)	-	-
Share-based compensation - stock options (Note 20 c and d)	6,455,931	268,520	-
Share-based compensation for advisory services (Note 20a)	11,310,463	17,510,000	4,940,000
Changes in non-cash working capital items (Note 23)	(2,468,732)	(1,622,743)	249,675
Cash used in operating activities	(14,845,656)	(5,419,462)	(11,848)
INVESTING ACTIVITIES			
Purchase of property, plant and equipment (Note 12)	(31,692,290)	(15,076,282)	(239,246)
Proceeds on disposal of property, plant and equipment (Note 12)	-	10,000	-
Purchase of intangible assets (Note 11)	(46,877)	(8,605)	-
Acquisition of business, net of cash acquired (Note 4)	(2,780,202)	19,518	-
Royalty payments made on licenses (Note 19)	(200,000)	-	-
Acquisition of derivative assets (Note 10)	(636,665)	-	-
Acquisition of investment in associates (Note 10)	(1,338,682)	-	-
Advances on loan receivable (Note 10)	(666,666)	-	-
Issuance of promissory note receivable (Note 10)	(1,957,502)	(1,000,000)	-
Repayment of promissory note receivable (Note 9)	1,000,000	-	-
Cash used in investing activities	(38,318,884)	(16,055,369)	(239,246)
FINANCING ACTIVITIES			
Proceeds from share issuances, net of share issuance costs (Note 20a)	44,430,617	15,652,096	-
Proceeds from exercise of share options	1,090	-	-
Proceeds from issuance of convertible debentures (Note 17, 26)	2,489,528	9,558,000	-
(Repayment) proceeds of shareholder loans	-	(346,657)	304,000
Proceeds from issuance of promissory notes (Note 16, 26)	3,000,000	-	-
Payment of principal portion of lease liabilities (Note 26)	(117,061)	-	-
Proceeds from long-term debt (Note 26)	1,000,000	123,317	-
Repayment of long-term debt (Note 26)	(68,404)	(53,573)	-
Cash provided by financing activities	50,735,770	24,933,183	304,000
Effect of foreign exchange changes on cash and cash equivalents	57,482	931	-
Change in cash and cash equivalents	(2,371,288)	3,459,283	52,906
Cash and cash equivalents, beginning of the year	3,515,147	55,864	2,958
Cash and cash equivalents, end of the year	\$ 1,143,859	\$ 3,515,147	\$ 55,864

The accompanying notes to the consolidated financial statements are an integral part of these statements.

AgMedica Bioscience Inc.**Consolidated Statements of Changes in Shareholders' Equity****For the years ended March 31, 2019, March 31, 2018, and March 31, 2017**

	Number of outstanding common shares – freely tradeable	Share capital	Number of outstanding common shares – restricted	Share capital - restricted	Contributed Surplus	Non- controlling interest	Deficit	Accumulated other comprehensive income	Total shareholders' equity
Balance, April 1, 2016	500	\$ 500	-	\$ -	\$ -	\$ -	\$ (15,057,931)	\$ -	\$ (15,057,431)
Shares issued for services to be rendered (Note 20a(ii))	-	-	-	4,940,000	-	-	-	-	4,940,000
Net loss for the year	-	-	-	-	-	-	(5,203,345)	-	(5,203,345)
Balance, March 31, 2017	500	\$ 500	-	\$ 4,940,000	\$ -	\$ -	\$ (20,261,276)	\$ -	\$ (15,320,776)
Share consolidation (Note 20a(i))	72,738,500	-	-	-	-	-	-	-	-
Shares issued for services to be rendered (Note 20a(ii))	-	-	15,000,000	17,510,000	-	-	-	-	17,510,000
Shares unreserved for services rendered (Note 20a(iii))	7,500,000	11,190,000	(7,500,000)	(11,190,000)	-	-	-	-	-
Shares issued to retire promissory note (Note 20a(iv))	2,290,536	3,435,804	-	-	-	-	-	-	3,435,804
Common Shares issued for Redemption of Class A Preferred Shares (Note 20a(v))	10,000,000	15,000,000	-	-	-	-	-	-	15,000,000
Common Shares issued for Redemption of Class B Preferred Shares (Note 20a(v))	200	300	-	-	-	-	-	-	300
Private placements (Note 20a(vi))	10,534,016	15,652,096	-	-	-	-	-	-	15,652,096
Share-based compensation (Note 20d)	-	-	-	-	268,520	-	-	-	268,520
Net loss for the year	-	-	-	-	-	-	(22,411,870)	-	(22,411,870)
Balance, March 31, 2018	103,063,752	\$ 45,278,700	7,500,000	\$ 11,260,000	\$ 268,520	\$ -	\$ (42,673,146)	-	\$ 14,134,074

AgMedica Bioscience Inc.
Consolidated Statements of Changes in Shareholders' Equity
For the years ended March 31, 2019, March 31, 2018, and March 31, 2017

	Number of outstanding common shares – freely tradeable	Share capital	Number of outstanding common shares – restricted	Share capital - restricted	Contributed Surplus	Non- controlling interest	Deficit	Accumulated other comprehensive income	Total shareholders' equity
Balance, March 31, 2018	103,063,752	\$ 45,278,700	7,500,000	\$ 11,260,000	\$ 268,520	\$ -	\$ (42,673,146)	-	\$ 14,134,074
Shares issued for investment in associates (Note 10)	10,000,000	3,445,823	-	-	-	-	-	-	3,445,823
Shares issued for acquisition (Note 4)	444,445	1,000,000	-	-	-	-	-	-	1,000,000
Expense for services rendered (Note 20a(ii))	-	-	-	3,590,000	-	-	-	-	3,590,000
Shares unreserved for services rendered (Note 20a(iii))	7,500,000	14,850,000	(7,500,000)	(14,850,000)	-	-	-	-	-
Shares issued for services rendered (Note 20a(iii))	3,245,557	7,720,463	-	-	-	-	-	-	7,720,463
Private placements (Note 20a(vii))	21,990,458	45,158,807	-	-	-	-	-	-	45,158,807
Exercise of options (Note 20c)	1,090,000	2,250,629	-	-	(2,249,539)	-	-	-	1,090
Share issuance costs (Note 20a)	58,332	(728,190)	-	-	-	-	-	-	(728,190)
Share-based compensation (Note 20d)	-	-	-	-	6,455,931	-	-	-	6,455,931
Non-controlling interest loss for the year	-	-	-	-	-	(46,758)	-	-	(46,758)
Net loss for the year	-	-	-	-	-	-	(31,224,501)	17,662	(31,206,839)
Balance, March 31, 2019	147,392,544	\$ 118,976,232	-	\$ -	\$ 4,474,912	\$ (46,758)	\$ (73,897,647)	\$ 17,662	\$ 49,524,401

The accompanying notes to the consolidated financial statements are an integral part of these consolidated financial statements.

AgMedica Bioscience Inc.

Notes to Consolidated Financial Statements

For the years ended March 31, 2019, March 31, 2018, and March 31, 2017

1. The Company and its Operations

AgMedica Bioscience Inc. (the "Company" or "AgMedica") is a private company federally incorporated on November 22, 2013 in Canada under the Canada Business Corporations Act ("CBCA"). The Company changed its name to AgMedica Bioscience Inc., on December 6, 2017 (formerly AgriMed Botanicals Inc.). The principal activities of the Company are the production and sale of cannabis as regulated by the Access to Cannabis for Medical Purposes Regulations (Canada) (the "ACMPR") in Canada up to and including October 16, 2018. On October 17, 2018, the ACMPR was superseded by the Cannabis Act which regulates the production, distribution, and possession of cannabis for both medical and adult recreational access in Canada. The Company obtained a license authorizing the cultivation, processing and sale of substances listed in the license, issued by Health Canada to the Company on June 15, 2018 in respect of the Company's Riverview facility located in Chatham, Ontario (the "Riverview Facility", and such license is referred to as the "Riverview License"). On August 3, 2018, the Company received an amendment to its license allowing for the production of cannabis oils and effective May 31, 2019, the license was amended to allow for the sale of cannabis oil products. Prior to the receipt of the cultivation and sales licenses, the Company was focused on building out its infrastructure and research and development activities. Prior to the expiry of the term of each of the licenses, the Company must apply for renewal to Health Canada which contains information prescribed by the Cannabis Act. The Company's Riverview License, if not renewed, will expire on December 8, 2020. The Company's head office is located at 111 Heritage Road, Suite 200, Chatham, Ontario, N7M 5W7.

Going Concern Assumption

These consolidated financial statements at March 31, 2019, have been prepared on a going concern basis, which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business. The Company has accumulated a deficit amounting to \$73,897,647 as at March 31, 2019 (2018 – \$42,673,146), including a net loss of \$31,224,501 for the year ended March 31, 2019 (2018 – \$22,411,870; 2017 – \$5,203,345). Included in the net loss is non-cash expenses such as share-based compensation of \$17,767,484 (2018 – \$17,778,520, 2017 - \$4,940,000), and amortization of \$2,734,853 (2018 - \$571,421, 2017 - \$1,822).

The Company has a cash shortfall from operations of \$14,846,080 (2018 - \$5,419,462, 2017 - \$11,848) however, began sales of recreational cannabis in October 2018. During the year ended March 31, 2019, the Company received licenses for the production and sale of cannabis oil, in addition to the licenses already received for the production and sale of cannabis. In September 2019, the Company received Health Canada approval for its Phase 2 expansion of the Riverview production facility.

At March 31, 2019, the Company has net current liabilities of \$28,792,097 (2018 – net current assets of \$5,655,852). Included in current liabilities are other current liabilities totaling \$19,236,608 which includes termination rights of \$17,901,286 related to the Company's investment in Herbolea (Note 14). If exercised by Herbolea, the Company has the option to settle this liability by returning shares of the investee rather than rendering a cash payment.

The Company has invested in capital projects to increase the production capacity of the Company's facilities to manage the propagation, cultivation and processing of Cannabis with cash outflows from investing activities of \$31,692,290 (2018 - \$15,076,282, 2017 - \$239,246). The Company considers these investments vital to the future growth and success of the business, but with respect to these investments, the Company has discretion with respect to the timing of further investing expenditures.

During the year ended March 31, 2019, the Company raised a total of \$44,430,617 from the issuance of shares, net of share issuance costs, \$2,489,528 million from the issuance of convertible notes, \$3,000,000 million from issuance of promissory notes, and \$1,000,000 million proceeds from long-term debt. In May 2019, the Company obtained additional debt financing totaling \$15,977,202 and repaid long-term debt totaling \$2,241,485 demonstrating the Company's ability to raise funds as required to operate the business.

AgMedica Bioscience Inc.

Notes to Consolidated Financial Statements

For the years ended March 31, 2019, March 31, 2018, and March 31, 2017

1. The Company and its operations (continued)

Going Concern Assumption (continued)

The Company's ability to continue as a going concern depends on its ability to achieve positive cash flows from operations, raise additional financing to fund current and future operations while completing the expansion to its production facilities. While the Company has been successful in raising financing in the past, there is no assurance that it will be able to obtain additional financing or that such financing will be available on reasonable terms. These conditions combined with the accumulated losses to date indicate the existence of an uncertainty that cast significant doubt on the Company's ability to continue as a going concern.

These Consolidated Financial Statements have been prepared on a going concern basis and do not reflect adjustments that would be necessary to the carrying values and classifications of assets and liabilities should the Company be unable to continue as a going concern.

2. Basis of Presentation

a) Statement of compliance

These Consolidated Financial Statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations issued by the IFRS Interpretation Committee ("IFRIC") for all periods presented.

The Company has reclassified certain immaterial items on the comparative Consolidated Statement of Financial Position, Statements of Operations and Comprehensive Loss, and Consolidated Statements of Cash Flows to conform with the current period's presentation.

These Consolidated Financial Statements were authorized for issue by the Board of Directors on September XX, 2019.

b) Basis of measurement

These Consolidated Financial Statements have been prepared in Canadian dollars on a historical cost basis except for biological assets and financial assets and liabilities which are measured at fair as included in Note 3(m). Historical cost is generally based upon the fair value of the consideration given in exchange for assets.

AgMedica Bioscience Inc.

Notes to Consolidated Financial Statements

For the years ended March 31, 2019, March 31, 2018, and March 31, 2017

2. Basis of Presentation (continued)

c) Basis of consolidation

Subsidiaries

For the purpose of preparing these Consolidated Financial Statements subsidiaries are entities controlled by the Company. Control exists when the Company has power over a subsidiary that exposes or give rights to variable returns that are related to its involvement in the subsidiary and is able to use its power to affect, either directly or indirectly, the amount of those returns. Each subsidiary is fully consolidated from the date of acquisition, being the date on which the Company obtains control, and continues to be consolidated until the date when such control ceases.

The Consolidated Financial Statements include the accounts and results of operations of the Company and its subsidiaries over which the Company has control.

As at March 31, 2019, subsidiaries over which the Company has control include:

Name of Subsidiary	Jurisdiction of Incorporation	Ownership Interest
2472602 Ontario Inc. (formerly "Crosshair Ventures Inc.")	Canada	100%
2642466 Ontario Inc.	Canada	100%
Wellworth Health Corp. (formerly "11201336 Canada Inc.")	Canada	80%
8895309 Canada Inc.	Canada	100%
8050678 Canada Inc.	Canada	100%
8326851 Canada Inc.	Canada	100%
Unique Beverages (USA) Inc.	USA	100%
WorldWide Beverage Innovations Inc.	Canada	100%
Tavivat Naturals Inc.	Canada	100%
Eseela Inc.	Canada	100%

All intercompany balances and transactions have been eliminated on consolidation.

Business combinations

Acquisitions of businesses are accounted for using the acquisition method. The Company measures goodwill as the fair value of the consideration transferred, including the recognized amount of any non-controlling interest in the acquired business, less the fair value of the identifiable assets and liabilities assumed, all measured as of the acquisition date. Any excess of the fair value of the net assets acquired over the consideration paid is a gain on business acquisition and is recognized as a gain in the Consolidated Statement of Operations and Comprehensive Loss. The Company elects on a transaction-by-transaction basis whether to measure non-controlling interest at its fair value or at its proportionate share of the recognized amount of the identifiable net assets, at the acquisition date.

Transaction costs, other than those associated with the issue of debt or equity securities that the Company incurs in connection with a business combination, are expensed as incurred.

AgMedica Bioscience Inc.

Notes to Consolidated Financial Statements

For the years ended March 31, 2019, March 31, 2018, and March 31, 2017

2. Basis of Presentation (continued)

c) Basis of consolidation (continued)

Investment in associates

Associates are entities over which the Company exercises significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee, but without control or joint control over those policies. Significant influence is presumed if the Company holds between 20% and 50% of the voting rights, unless evidence exists to the contrary. The Company accounts for associates using the equity method of accounting. Interests in associates accounted for using the equity method are initially recognized at cost. Subsequent to the initial recognition, the carrying value of the Company's interest in an associate is adjusted for the Company's share of net income (loss), comprehensive income (loss) and distributions of the investee. The carrying value of associates is assessed for impairment at each statement of financial position date.

Refer to Note 10 for additional information on investments in associates.

d) Critical accounting estimates and judgements

The preparation of the Consolidated Financial Statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, revenues and expenses, and the related disclosures of contingent liabilities. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the year in which the estimates are revised and in any future periods affected. Significant estimates and judgements used in the preparation of these Consolidated Financial Statements include the following:

i. Valuation of biological assets:

The Company measures its biological assets, consisting of cannabis plants, at their fair value less costs to sell. This is determined using a model which estimates the expected harvest yield in grams for plants currently being cultivated, and then adjusts that amount for the expected selling prices per gram and also for any additional costs to be incurred, such as post-harvest costs. The following are the significant estimates in determining the fair value of the Company's biological assets:

- Selling price
- Stage of growth and value associated with the stage
- Yield by plant
- Wastage
- Post-harvest costs

Further information on biological asset estimates is available in Note 7.

ii. Estimated useful lives and amortization of property, plant and equipment and finite life intangible assets:

Amortization of property, plant and equipment and intangible assets with finite lives is dependent upon estimates of useful lives, which are determined through the exercise of judgment. Property, plant and equipment and finite-lived intangible assets are recorded at cost less accumulated amortization and accumulated impairment losses. Management is required to exercise judgement in determining whether there are factors indicating an impairment in the value of an asset, and if so, management will use judgement in the estimates of recoverable amounts which considers factors such as economic and market conditions and the useful lives of assets.