EXHIBIT "Q"

LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT

This LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT (this "**Agreement**"), dated as of October ___, 2019, is made by JEROEN BUITENHUIS (the "**Guarantor**"), an individual with a mailing address located at 21557 Huffman Road, Blenheim, Ontario, Canada, N0P 1A0, in favour and for the benefit of KATHLEEN GLYNN PHILIPP (the "**Lender**"), with a business address located at Via dei Pilastri 25, 2nd Floor, Firenze IT, 50121 Italy.

WHEREAS, the Lender and AGMEDICA BIOSCIENCE INC., a Canadian corporation (the "**Borrower**") *inter alia* entered into a loan agreement dated as of the date hereof, (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**").

AND WHEREAS, it is a condition precedent to the Lender maintaining credit facilities in favour of the Borrower under the Loan Agreement, that the Guarantor execute and deliver this Agreement.

AND WHEREAS, the Guarantor is a shareholder of the Borrower.

NOW, THEREFORE, in consideration of the Lender maintaining credit facilities in favour of the Borrower under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

ARTICLE 1
Guaranteed Obligations

Section 1.01 Guaranteed Obligations. Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably guarantees payment to the Lender of all present and future indebtedness and liabilities, direct and indirect, absolute or contingent, matured or not matured now or at any time, and from time to time, due or owing to the Lender from or by the Borrower or any successor to the Borrower, under or in connection with the Loan Agreement and any loan or security documents delivered pursuant thereto including, without limitation, all principal and interest together with all fees, costs and expenses (including, without limitation, the reasonable fees and expenses incurred by the Lender's counsel in enforcing any rights under this Agreement, the Loan Agreement and any loan or security documents delivered pursuant thereto), causes of action and indemnities (collectively, the "**Obligations**").

The Guarantor's liability under this Agreement shall arise immediately upon written demand for payment from the Lender to the Guarantor. The rate of interest payable by the Guarantor from the date of a demand for payment shall be as set out in the Loan Agreement.

Section 1.02 Limited Recourse. Notwithstanding any other provision of this Agreement or the Loan Agreement:

(a) the liability of the Guarantor to the Lender under this Agreement is limited to the extent that such liability is required to permit the Lender to realize upon the Collateral (as hereinafter defined);

(b) in the event that the Guarantor shall default in his or her obligations under this Agreement, the sole recourse of the Lender shall be with respect to the security interest in the Collateral granted to the Lender pursuant to the terms of this Agreement; and

(c) the Lender shall not have any right to payment from the Guarantor or against any of his or her property or assets other than the Collateral.

Section 1.03 Waiver of Guarantor Defences. The Guarantor agrees that his or her obligations under this Agreement are irrevocable, continuing, absolute and unconditional, and shall not be discharged or impaired or otherwise affected by, and the Guarantor hereby irrevocably waives, any defences to enforcement he or she may have (now or in the future) by reason of:

(a) Any illegality, invalidity or unenforceability of any Obligation, the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(b) Any change in the amount, time, place or manner of payment or performance of, or in any other term of the Obligations, or any waiver, release, assignment, amendment or other modification of the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(c) Any taking, substitution, release, impairment, loss in value, amendment, waiver, or non-perfection of any security, collateral or any other guarantee for the Obligations.

(d) Any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations.

(e) Any default, failure or delay, wilful or otherwise, in the performance of the Obligations.

(f) Any change in the name, object, capital, ownership or control, or constitution of the Borrower, any other guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, the Guarantor, any other guarantor or their assets or any resulting restructuring, compromise, release or discharge of any Obligations.

(g) Any merger, amalgamation, consolidation or other fundamental change of the Borrower or any other guarantor.

(h) Any failure of the Lender to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Lender and the Guarantor hereby waives any duty of the Lender to disclose such information.

(i) The failure of any other guarantor or third party to execute or deliver this Agreement or any other guarantee or agreement, or the release or reduction of liability of the Guarantor or any other guarantor or surety with respect to the Obligations.

(j) The failure of the Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Loan Agreement, any security for the Obligations, in law or otherwise.

(k) Any defence, set-off or counterclaim (other than a defence of payment or performance) that may at any time be available to, or be asserted by, the Borrower against the Lender.

(l) Any other circumstance, act or omission that might vary the risk of the Guarantor or otherwise operate as a defence available to, or a legal or equitable discharge of, the Guarantor.

Section 1.04 Guarantor Acknowledgments.

(a) Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably waives any right to revoke this Agreement and acknowledges that this Agreement is continuing in nature, shall guarantee any ultimate balance owing to the Lender, and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.

(b) This Agreement is a guarantee of payment and performance and not of collection. The Lender shall not be obligated to enforce or exhaust its remedies against the Borrower or under the Loan Agreement before proceeding to enforce this Agreement. The liability of the Guarantor to make payment under this Agreement shall arise immediately upon delivery to the Guarantor of a written demand for payment by the Lender.

(c) This Agreement is a direct guarantee and independent of the obligations of the Borrower to the Lender. The Lender may resort to the Guarantor for payment and performance of the Obligations whether or not the Lender shall have resorted to any of its collateral or shall have proceeded against the Borrower or any other guarantors with respect to the Obligations. The Lender may, at the Lender's option, proceed against the Guarantor and the Borrower, jointly and severally, or against the Guarantor only without having obtained a judgment against the Borrower.

(d) The Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonour, and any other notice with respect to any of the Obligations and this Agreement, and any requirement that the Lender protect, secure, perfect or insure any encumbrance or any property subject thereto.

(e) The Guarantor agrees that his or her guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by the Lender upon the insolvency, bankruptcy, reorganization, dissolution or winding-up of the Borrower.

(f) This Agreement shall continue to apply to all Obligations owing to the Lender by any amalgamated corporation resulting from the Borrower amalgamating with one or more other corporations.

(g) The Guarantor (i) has received independent legal advice ("**ILA**") from his or her own lawyer at his or her own cost with respect to the terms of this Agreement before its execution; or (ii) has been given the opportunity and encouraged to receive ILA, but has declined to do so (in his or her sole discretion).

(h) The Guarantor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

Section 1.05 Subordination and Postponement. All present and future indebtedness and liability of the Borrower to the Guarantor is hereby subordinated and postponed in right of payment to the prior payment in full of the Obligations. Any amounts received by the Guarantor in violation of this Section 1.05 shall be held by the Guarantor in trust for the benefit of the Lender and forthwith upon receipt paid over to the Lender without in any way reducing, lessening or limiting the obligations of the Guarantor under this Agreement. This subordination and postponement is independent of the Agreement and shall remain in force until all Obligations shall have been paid and discharged in full.

Section 1.06 Subrogation; Contribution; Reimbursement; Indemnification. The Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Agreement until all Obligations shall have been paid and discharged in full. Subject to the foregoing, upon full and final payment and performance of all Obligations, the Guarantor shall be subrogated to the rights of the Lender against the Borrower, and the Lender agrees to take such steps as the Guarantor may reasonably request, at the Guarantor's expense, to implement such subrogation.

ARTICLE 2
Pledge

Section 2.01 Pledge. As general and continuing security for the payment and performance of the Obligations, the Guarantor hereby grants, assigns, transfers, pledges, hypothecates, mortgages, sets over and charges to the Lender, and hereby grants a continuing security interest in favour of the Lender in and to, all of his or her right, title and interest in and to the following property, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(a) 13,093,020 common shares in the capital of the Borrower held by the Guarantor (the "**Pledged Securities**");

(b) all certificates and other instruments and agreements from time to time representing or evidencing the Pledged Securities, together with all claims, rights, privileges, authority and powers of the Guarantor relating to the Pledged Securities, and all income, dividends, interest, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities;

(c) all Pledged Securities issued in respect of the securities referred to in subsections (a) through (b) upon any consolidation, amalgamation or merger of the Borrower; and

(d) all proceeds and products of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Guarantor from time to time with respect to any of the foregoing.

Section 2.02 Voting Rights. Unless an Event of Default shall have occurred and be continuing, the Guarantor may, to the extent the Guarantor has such right as a holder of the Collateral, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, any

such vote, consent, ratification or waiver could detract from the value thereof as Collateral or which could be inconsistent with or result in any violation of any provision of the Loan Agreement or this Agreement.

Section 2.03 Dividends. The Guarantor may, unless an Event of Default shall have occurred and be continuing, receive and retain all cash dividends and other distributions with respect to the Pledged Securities.

Section 2.04 Event of Default. Upon the occurrence and during the continuance of any Event of Default (as such term is defined in the Loan Agreement):

(a) All rights of the Guarantor to exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights.

(b) All rights of the Guarantor to receive distributions that it would otherwise be authorized to receive and retain under Section 2.03 shall immediately cease and all such rights shall thereupon become vested in the Lender, which shall have the sole right to receive and hold such distributions as Collateral.

(c) The Guarantor shall, at his or her sole cost and expense, from time to time, execute and deliver to the Lender all such instruments as the Lender may request in order to permit the Lender to exercise the voting and other rights that it may be entitled to exercise under Section 2.02 and to receive all distributions that it may be entitled to receive under Section 2.03.

Section 2.05 Distributions Held in Trust. All distributions that are received by the Guarantor contrary to the provisions of Section 2.03 shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Guarantor and shall promptly (but in any event within five Business Days after receipt thereof by the Guarantor) be paid over to the Lender as Collateral in the same form as so received (together with any necessary endorsement).

Section 2.06 Power of Attorney. The Guarantor hereby irrevocably constitutes and appoints the Lender as the Guarantor's true and lawful attorney, with full power of substitution and with full authority in the place and stead of the Guarantor and in the name of the Guarantor or otherwise, from time to time, during the continuance of an Event of Default after any applicable cure periods, in the Lender's discretion to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Guarantor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, to transfer, endorse, negotiate and sign on behalf of the Guarantor any of the Pledged Securities, to complete the blanks in any transfers of shares, bonds or debentures, any power of attorney or other documents delivered to it, and to delegate its powers, and for any delegate to sub-delegate the same (but the Lender shall not be obligated to and shall have no liability to the Guarantor or any third party for failure to do so or to take any action). Such appointment, being coupled with an interest, shall be irrevocable until the full and final discharge of the security interests created by this Agreement. The Guarantor hereby ratifies all acts that such attorneys shall lawfully do or cause to be done by virtue hereof.

Section 2.07 Remedies.

If any Event of Default shall have occurred and be continuing under the Loan Agreement:

(a) the Lender may, without any other notice to or demand upon the Guarantor, assert all rights and remedies of a Lender under the PPSA or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice before disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Guarantor 10 days before the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Lender may sell such Collateral on such terms and to such purchaser(s) as the Lender in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property, including, without limitation, on any recognized exchange dealing in such Collateral or by public or private sale. To the extent permitted by applicable law, the Guarantor waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by it of any rights hereunder. The Guarantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Obligations or otherwise.

(b) all rights of the Guarantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 and (ii) receive the dividends and other distributions that it would otherwise be entitled to receive and retain hereunder, shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights and to receive and hold such dividends and other distributions as Collateral.

(c) the Guarantor agrees that, upon request of the Lender, the Guarantor will, at his or her own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid, binding and in compliance with applicable law.

Section 2.08 Distribution of Proceeds. Any cash held by the Lender as Collateral and all cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Lender to the payment of expenses incurred by the Lender in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Lender hereunder, including reasonable legal fees, and the balance of such proceeds shall be applied or set off against all or any part of the Obligations as provided in the Loan Agreement. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall relieve the Guarantor from the performance of any obligation on the

Guarantor's part to be performed or observed in respect of any of the Collateral and will be promptly paid over to the Guarantor.

ARTICLE 3
Representations and Warranties; Covenants

Section 3.01 Representations and Warranties. To induce the Lender to enter into the Loan Agreement and continue to make credit available to the Borrower, the Guarantor represents and warrants that:

(a) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

(b) He or she is an adult individual of sound mind.

(c) He or she has the full power and capacity to enter into this Agreement, to carry out his or her obligations hereunder and to consummate the transactions contemplated hereby.

(d) He or she has signed this Agreement freely and voluntarily and not under duress or undue influence. The Guarantor acknowledges that there has been no unconscionability, no inequality of bargaining power or fiduciary relationship between the parties.

(e) This Agreement has been duly executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

(f) All information set forth in Schedule 1 relating to the Pledged Securities is accurate and complete.

(g) The Guarantor is the sole, direct, legal and beneficial owner of, and has good marketable title to, all existing Collateral and shall be the sole, direct, legal and beneficial owner of, and have good marketable title to, each item of after-acquired Collateral free and clear of any mortgages, charges, hypothecs, pledges, trusts, liens, security interests, adverse claims and other claims except for the security interests created by this Agreement.

(h) The pledge of the Collateral under this Agreement creates a valid security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(i) No authorization, approval, or other action by, and no notice to or filing with any governmental authority, regulatory body or any other entity is required for the pledge by the Guarantor of the Collateral under this Agreement or for the execution and delivery of this Agreement by the Guarantor or the performance by the Guarantor of his or her obligations thereunder.

(j) The execution and delivery of this Agreement by the Guarantor, and the performance by the Guarantor of his or her obligations hereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ,

award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Guarantor or any of his or her property, or the constating or organizational documents of the Guarantor or any agreement or instrument to which the Guarantor is party or by which he or she or his or her property is bound.

(k) The Pledged Securities have been duly authorized and validly issued, are fully paid and non-assessable, are no subject to any options to purchase or similar rights. No Person (other than the Guarantor) has any right to acquire or cause to be issued to them any of the Collateral.

(l) The Collateral does not include any certificated securities that the Guarantor has not delivered to the Lender. Without limiting the foregoing, all certificates, agreements or instruments representing or evidencing the Pledged Securities in existence on the date hereof have been delivered to the Lender in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank.

(m) The Guarantor has taken all action required on his or her part for control (as defined in the PPSA and the *Securities Transfer Act*, 2006 (Ontario) (STA)) to have been obtained by the Lender over all Collateral with respect to which such control may be obtained under the PPSA. No Person other than the Lender has control or possession of all or any part of the Collateral.

The foregoing representations and warranties shall be deemed to be continuously made until such time as this Agreement is terminated and shall survive the execution and delivery of this Agreement.

Section 3.02 Covenants of the Guarantor. The Guarantor covenants and agrees in favour of the Lender as follows:

(a) The Guarantor shall, at his or her own cost and expense, defend title to the Collateral and the security interests of the Lender therein against the claim of any Person claiming against or through the Guarantor and shall maintain and preserve such security interests as perfected security interests for so long as this Agreement shall remain in effect.

(b) The Guarantor agrees that he or she will not sell, offer to sell, dispose of, convey, assign, pledge, hypothecate or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, right of first refusal, encumbrance or other restriction or limitation of any nature whatsoever on any of the Collateral or any interest therein except as expressly provided for herein or with the prior written consent of the Lender.

(c) The Guarantor shall, at his or her own expense, promptly execute and deliver all further instruments and documents (including, without limitation, share powers, forms of share transfer, proxies and instruments), obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Lender may reasonably request, to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted

hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

(d) Concurrently with the delivery of this Agreement to the Lender and from time to time on his or her acquisition of any additional Collateral or upon request of the Lender, the Guarantor shall (A) execute and deliver powers of attorney in blank in form and substance satisfactory to the Lender with respect to the Pledged Securities, and (B) deliver security certificates representing the Pledged Securities that are now, or become in future, certificated.

(e) Without limiting the foregoing, the Guarantor shall, upon demand by the Lender, cause all of the Pledged Securities to be transferred to the Lender or its nominee and cause all certificates issued in respect of Pledged Securities to be registered in the name of the Lender or the name of its nominee and delivered to the Lender.

Section 3.03 Lender May Perform. If the Guarantor fails to perform any obligation contained in this Agreement, the Lender may itself perform, or cause performance of, such obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Guarantor; provided that the Lender shall not be required to perform or discharge any obligation of the Guarantor.

ARTICLE 4
Miscellaneous

Section 4.01 Definitions and Interpretation.

(a) Unless otherwise defined herein or in the Loan Agreement, terms used herein that are defined in the PPSA shall have the meanings assigned to them in the PPSA and the regulations made thereunder, each as in effect from time to time and, unless otherwise defined herein, terms with an initial capital letter shall have the meaning given to them in the Loan Agreement.

(b) "proceeds" is defined in Section 1(1) of the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto.

(c) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(d) The Schedules hereto, all descriptions of the Collateral contained in the Schedules and all amendments and supplements thereto are and shall at all times be considered a part of this Agreement.

Section 4.02 Notices. All notices and other communication provided for hereunder (each, a "**Notice**") shall be in writing and be delivered by personal delivery, nationally recognized courier, certified or registered mail, facsimile or email of a PDF document to the addresses of parties set forth herein or such other address that may be designated by the receiving party from time to time in accordance with this Section. Notices shall be deemed to have been given (a) when received (if delivered by personal delivery, nationally recognized courier, certified or registered mail); (b) when sent (if delivered by facsimile), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the

recipient; (c) upon receipt by the sender of an acknowledgment from the recipient, such as by the return receipt requested function, return email or other written acknowledgment (if delivered by email of a PDF document), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the recipient.

Section 4.03 Successors and Assigns; Assignment. This Agreement is binding upon the Guarantor and his or her heirs, executors, liquidators, administrators, personal representatives and assigns, and shall enure to the benefit of the Lender and its successors and assigns. The Guarantor may not, without the prior written consent of the Lender, assign any of his or her rights, powers or obligations hereunder. The Lender may assign this Agreement and its rights hereunder without the consent of the Guarantor. Any purported assignment in violation of this Section shall be null and void. This Agreement shall not be discharged or affected by the death or disability of the Guarantor, or any of them if more than one.

Section 4.04 Limitation Period. The Guarantor agrees that this Agreement shall, for the purposes of the *Limitations Act*, 2002, S.O. 2002, c. 24, Sched. B (*Ontario Limitations Act*) constitute a “business agreement” as defined in section 22 of the *Ontario Limitations Act*. To the maximum extent permitted by applicable law, the Guarantor hereby agrees that the Lender may bring an action under this Agreement, notwithstanding any limitation periods applicable to such claim, and that any limitation periods applicable to this Agreement are hereby explicitly excluded. If the exclusion of limitation periods is not permitted under applicable law, then the applicable limitation periods are hereby extended to the maximum extent permitted by law.

Section 4.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 4.06 No Waiver and Cumulative Remedies. The Lender shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 4.07 Continuing Security Interest; Successors and Assigns. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Obligations, (b) be binding upon the Guarantor, his or her heirs, executors, liquidators, administrators, personal representatives and permitted assigns, and (c) enure to the benefit of the Lender and its successors, transferees and assigns. This Agreement shall not be discharged or affected by the death or disability of the Guarantor.

Section 4.08 Attachment of Security Interest. The Guarantor acknowledges that value has been given, that the Guarantor has rights in the Collateral, and that the parties have not agreed to postpone the time for attachment of any security interest created in this Agreement. The Guarantor acknowledges that any security interest in this Agreement shall attach to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Guarantor acquires rights in such after-acquired Collateral.

Section 4.09 Electronic Delivery. Delivery of an executed signature page to this Agreement by facsimile or in electronic format (such as "**PDF**" or "**TIF**") shall be effective as delivery of a manually executed copy of this Agreement.

Section 4.10 Copy of Verification Statement. To the extent permitted by law, the Guarantor hereby waives his or her right to receive a copy of any financing statement, financing change statement or verification statement in connection with any registrations or filings made under the PPSA or under any similar or corresponding legislation in any other jurisdiction.

Section 4.11 Copy of Agreement. The Guarantor acknowledges receipt of a fully executed copy of this Agreement.

Section 4.12 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

Section 4.13 Submission to Jurisdiction. Any action or proceeding arising out of or this Agreement may be instituted in the courts of the Province of Ontario, and the Guarantor irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding.

Section 4.14 Entire Agreement; Amendments; Headings; Effectiveness. This Agreement constitutes the sole and entire agreement of the Guarantor and the Lender with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment or waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 4.15 No Contra Proferentem. This Agreement has been reviewed by professional advisors of the Guarantor and Lender and revised during negotiations. Each party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either one of them.

IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	))))	
____________________ Witness Name:	))	____________________ **Jeroen Buitenhuis**

Schedule 1
Pledged Securities

Class of Securities	Number of Securities	% of Issued Securities	Certified or Uncertified	Certificate Number
Common	13,093,020	8.45	Certified	COM61

37589797.2

LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT

This LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT (this "**Agreement**"), dated as of October ___, 2019, is made by ARTHUR VANDERPOL (the "**Guarantor**"), an individual with a mailing address located at 10075 Talbot Trail, Blenheim, Ontario, Canada, N0P 1A0, in favour and for the benefit of KATHLEEN GLYNN PHILIPP (the "**Lender**"), with a business address located at Via dei Pilastri 25, 2nd Floor, Firenze IT, 50121 Italy.

WHEREAS, the Lender and AGMEDICA BIOSCIENCE INC., a Canadian corporation (the "**Borrower**") *inter alia* entered into a loan agreement dated as of the date hereof, (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**").

AND WHEREAS, it is a condition precedent to the Lender maintaining credit facilities in favour of the Borrower under the Loan Agreement, that the Guarantor execute and deliver this Agreement.

AND WHEREAS, the Guarantor is a shareholder of the Borrower.

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ARTICLE 1
Guaranteed Obligations

Section 1.01 Guaranteed Obligations. Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably guarantees payment to the Lender of all present and future indebtedness and liabilities, direct and indirect, absolute or contingent, matured or not matured now or at any time, and from time to time, due or owing to the Lender from or by the Borrower or any successor to the Borrower, under or in connection with the Loan Agreement and any loan or security documents delivered pursuant thereto including, without limitation, all principal and interest together with all fees, costs and expenses (including, without limitation, the reasonable fees and expenses incurred by the Lender's counsel in enforcing any rights under this Agreement, the Loan Agreement and any loan or security documents delivered pursuant thereto), causes of action and indemnities (collectively, the "**Obligations**").

The Guarantor's liability under this Agreement shall arise immediately upon written demand for payment from the Lender to the Guarantor. The rate of interest payable by the Guarantor from the date of a demand for payment shall be as set out in the Loan Agreement.

Section 1.02 Limited Recourse. Notwithstanding any other provision of this Agreement or the Loan Agreement:

(a) the liability of the Guarantor to the Lender under this Agreement is limited to the extent that such liability is required to permit the Lender to realize upon the Collateral (as hereinafter defined);

(b) in the event that the Guarantor shall default in his or her obligations under this Agreement, the sole recourse of the Lender shall be with respect to the security interest in the Collateral granted to the Lender pursuant to the terms of this Agreement; and

(c) the Lender shall not have any right to payment from the Guarantor or against any of his or her property or assets other than the Collateral.

Section 1.03 Waiver of Guarantor Defences. The Guarantor agrees that his or her obligations under this Agreement are irrevocable, continuing, absolute and unconditional, and shall not be discharged or impaired or otherwise affected by, and the Guarantor hereby irrevocably waives, any defences to enforcement he or she may have (now or in the future) by reason of:

(a) Any illegality, invalidity or unenforceability of any Obligation, the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(b) Any change in the amount, time, place or manner of payment or performance of, or in any other term of the Obligations, or any waiver, release, assignment, amendment or other modification of the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(c) Any taking, substitution, release, impairment, loss in value, amendment, waiver, or non-perfection of any security, collateral or any other guarantee for the Obligations.

(d) Any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations.

(e) Any default, failure or delay, wilful or otherwise, in the performance of the Obligations.

(f) Any change in the name, object, capital, ownership or control, or constitution of the Borrower, any other guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, the Guarantor, any other guarantor or their assets or any resulting restructuring, compromise, release or discharge of any Obligations.

(g) Any merger, amalgamation, consolidation or other fundamental change of the Borrower or any other guarantor.

(h) Any failure of the Lender to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Lender and the Guarantor hereby waives any duty of the Lender to disclose such information.

(i) The failure of any other guarantor or third party to execute or deliver this Agreement or any other guarantee or agreement, or the release or reduction of liability of the Guarantor or any other guarantor or surety with respect to the Obligations.

(j) The failure of the Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Loan Agreement, any security for the Obligations, in law or otherwise.

(k) Any defence, set-off or counterclaim (other than a defence of payment or performance) that may at any time be available to, or be asserted by, the Borrower against the Lender.

(l) Any other circumstance, act or omission that might vary the risk of the Guarantor or otherwise operate as a defence available to, or a legal or equitable discharge of, the Guarantor.

Section 1.04 Guarantor Acknowledgments.

(a) Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably waives any right to revoke this Agreement and acknowledges that this Agreement is continuing in nature, shall guarantee any ultimate balance owing to the Lender, and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.

(b) This Agreement is a guarantee of payment and performance and not of collection. The Lender shall not be obligated to enforce or exhaust its remedies against the Borrower or under the Loan Agreement before proceeding to enforce this Agreement. The liability of the Guarantor to make payment under this Agreement shall arise immediately upon delivery to the Guarantor of a written demand for payment by the Lender.

(c) This Agreement is a direct guarantee and independent of the obligations of the Borrower to the Lender. The Lender may resort to the Guarantor for payment and performance of the Obligations whether or not the Lender shall have resorted to any of its collateral or shall have proceeded against the Borrower or any other guarantors with respect to the Obligations. The Lender may, at the Lender's option, proceed against the Guarantor and the Borrower, jointly and severally, or against the Guarantor only without having obtained a judgment against the Borrower.

(d) The Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonour, and any other notice with respect to any of the Obligations and this Agreement, and any requirement that the Lender protect, secure, perfect or insure any encumbrance or any property subject thereto.

(e) The Guarantor agrees that his or her guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by the Lender upon the insolvency, bankruptcy, reorganization, dissolution or winding-up of the Borrower.

(f) This Agreement shall continue to apply to all Obligations owing to the Lender by any amalgamated corporation resulting from the Borrower amalgamating with one or more other corporations.

(g) The Guarantor (i) has received independent legal advice ("**ILA**") from his or her own lawyer at his or her own cost with respect to the terms of this Agreement before its execution; or (ii) has been given the opportunity and encouraged to receive ILA, but has declined to do so (in his or her sole discretion).

(h) The Guarantor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

Section 1.05 Subordination and Postponement. All present and future indebtedness and liability of the Borrower to the Guarantor is hereby subordinated and postponed in right of payment to the prior payment in full of the Obligations. Any amounts received by the Guarantor in violation of this Section 1.05 shall be held by the Guarantor in trust for the benefit of the Lender and forthwith upon receipt paid over to the Lender without in any way reducing, lessening or limiting the obligations of the Guarantor under this Agreement. This subordination and postponement is independent of the Agreement and shall remain in force until all Obligations shall have been paid and discharged in full.

Section 1.06 Subrogation; Contribution; Reimbursement; Indemnification. The Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Agreement until all Obligations shall have been paid and discharged in full. Subject to the foregoing, upon full and final payment and performance of all Obligations, the Guarantor shall be subrogated to the rights of the Lender against the Borrower, and the Lender agrees to take such steps as the Guarantor may reasonably request, at the Guarantor's expense, to implement such subrogation.

ARTICLE 2
Pledge

Section 2.01 Pledge. As general and continuing security for the payment and performance of the Obligations, the Guarantor hereby grants, assigns, transfers, pledges, hypothecates, mortgages, sets over and charges to the Lender, and hereby grants a continuing security interest in favour of the Lender in and to, all of his or her right, title and interest in and to the following property, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(a) 6,546,510 common shares in the capital of the Borrower held by the Guarantor (the "**Pledged Securities**");

(b) all certificates and other instruments and agreements from time to time representing or evidencing the Pledged Securities, together with all claims, rights, privileges, authority and powers of the Guarantor relating to the Pledged Securities, and all income, dividends, interest, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities;

(c) all Pledged Securities issued in respect of the securities referred to in subsections (a) through (b) upon any consolidation, amalgamation or merger of the Borrower; and

(d) all proceeds and products of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Guarantor from time to time with respect to any of the foregoing.

Section 2.02 Voting Rights. Unless an Event of Default shall have occurred and be continuing, the Guarantor may, to the extent the Guarantor has such right as a holder of the Collateral, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, any

such vote, consent, ratification or waiver could detract from the value thereof as Collateral or which could be inconsistent with or result in any violation of any provision of the Loan Agreement or this Agreement.

Section 2.03 Dividends. The Guarantor may, unless an Event of Default shall have occurred and be continuing, receive and retain all cash dividends and other distributions with respect to the Pledged Securities.

Section 2.04 Event of Default. Upon the occurrence and during the continuance of any Event of Default (as such term is defined in the Loan Agreement):

(a) All rights of the Guarantor to exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights.

(b) All rights of the Guarantor to receive distributions that it would otherwise be authorized to receive and retain under Section 2.03 shall immediately cease and all such rights shall thereupon become vested in the Lender, which shall have the sole right to receive and hold such distributions as Collateral.

(c) The Guarantor shall, at his or her sole cost and expense, from time to time, execute and deliver to the Lender all such instruments as the Lender may request in order to permit the Lender to exercise the voting and other rights that it may be entitled to exercise under Section 2.02 and to receive all distributions that it may be entitled to receive under Section 2.03.

Section 2.05 Distributions Held in Trust. All distributions that are received by the Guarantor contrary to the provisions of Section 2.03 shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Guarantor and shall promptly (but in any event within five Business Days after receipt thereof by the Guarantor) be paid over to the Lender as Collateral in the same form as so received (together with any necessary endorsement).

Section 2.06 Power of Attorney. The Guarantor hereby irrevocably constitutes and appoints the Lender as the Guarantor's true and lawful attorney, with full power of substitution and with full authority in the place and stead of the Guarantor and in the name of the Guarantor or otherwise, from time to time, during the continuance of an Event of Default after any applicable cure periods, in the Lender's discretion to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Guarantor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, to transfer, endorse, negotiate and sign on behalf of the Guarantor any of the Pledged Securities, to complete the blanks in any transfers of shares, bonds or debentures, any power of attorney or other documents delivered to it, and to delegate its powers, and for any delegate to sub-delegate the same (but the Lender shall not be obligated to and shall have no liability to the Guarantor or any third party for failure to do so or to take any action). Such appointment, being coupled with an interest, shall be irrevocable until the full and final discharge of the security interests created by this Agreement. The Guarantor hereby ratifies all acts that such attorneys shall lawfully do or cause to be done by virtue hereof.

Section 2.07 Remedies.

If any Event of Default shall have occurred and be continuing under the Loan Agreement:

(a) the Lender may, without any other notice to or demand upon the Guarantor, assert all rights and remedies of a Lender under the PPSA or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice before disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Guarantor 10 days before the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Lender may sell such Collateral on such terms and to such purchaser(s) as the Lender in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property, including, without limitation, on any recognized exchange dealing in such Collateral or by public or private sale. To the extent permitted by applicable law, the Guarantor waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by it of any rights hereunder. The Guarantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Obligations or otherwise.

(b) all rights of the Guarantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 and (ii) receive the dividends and other distributions that it would otherwise be entitled to receive and retain hereunder, shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights and to receive and hold such dividends and other distributions as Collateral.

(c) the Guarantor agrees that, upon request of the Lender, the Guarantor will, at his or her own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid, binding and in compliance with applicable law.

Section 2.08 Distribution of Proceeds. Any cash held by the Lender as Collateral and all cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Lender to the payment of expenses incurred by the Lender in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Lender hereunder, including reasonable legal fees, and the balance of such proceeds shall be applied or set off against all or any part of the Obligations as provided in the Loan Agreement. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall relieve the Guarantor from the performance of any obligation on the

Guarantor's part to be performed or observed in respect of any of the Collateral and will be promptly paid over to the Guarantor.

ARTICLE 3
Representations and Warranties; Covenants

Section 3.01 Representations and Warranties. To induce the Lender to enter into the Loan Agreement and continue to make credit available to the Borrower, the Guarantor represents and warrants that:

(a) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

(b) He or she is an adult individual of sound mind.

(c) He or she has the full power and capacity to enter into this Agreement, to carry out his or her obligations hereunder and to consummate the transactions contemplated hereby.

(d) He or she has signed this Agreement freely and voluntarily and not under duress or undue influence. The Guarantor acknowledges that there has been no unconscionability, no inequality of bargaining power or fiduciary relationship between the parties.

(e) This Agreement has been duly executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

(f) All information set forth in Schedule 1 relating to the Pledged Securities is accurate and complete.

(g) The Guarantor is the sole, direct, legal and beneficial owner of, and has good marketable title to, all existing Collateral and shall be the sole, direct, legal and beneficial owner of, and have good marketable title to, each item of after-acquired Collateral free and clear of any mortgages, charges, hypothecs, pledges, trusts, liens, security interests, adverse claims and other claims except for the security interests created by this Agreement.

(h) The pledge of the Collateral under this Agreement creates a valid security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(i) No authorization, approval, or other action by, and no notice to or filing with any governmental authority, regulatory body or any other entity is required for the pledge by the Guarantor of the Collateral under this Agreement or for the execution and delivery of this Agreement by the Guarantor or the performance by the Guarantor of his or her obligations thereunder.

(j) The execution and delivery of this Agreement by the Guarantor, and the performance by the Guarantor of his or her obligations hereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ,

award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Guarantor or any of his or her property, or the constating or organizational documents of the Guarantor or any agreement or instrument to which the Guarantor is party or by which he or she or his or her property is bound.

(k) The Pledged Securities have been duly authorized and validly issued, are fully paid and non-assessable, are no subject to any options to purchase or similar rights. No Person (other than the Guarantor) has any right to acquire or cause to be issued to them any of the Collateral.

(l) The Collateral does not include any certificated securities that the Guarantor has not delivered to the Lender. Without limiting the foregoing, all certificates, agreements or instruments representing or evidencing the Pledged Securities in existence on the date hereof have been delivered to the Lender in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank.

(m) The Guarantor has taken all action required on his or her part for control (as defined in the PPSA and the *Securities Transfer Act*, 2006 (Ontario) (STA)) to have been obtained by the Lender over all Collateral with respect to which such control may be obtained under the PPSA. No Person other than the Lender has control or possession of all or any part of the Collateral.

The foregoing representations and warranties shall be deemed to be continuously made until such time as this Agreement is terminated and shall survive the execution and delivery of this Agreement.

Section 3.02 Covenants of the Guarantor. The Guarantor covenants and agrees in favour of the Lender as follows:

(a) The Guarantor shall, at his or her own cost and expense, defend title to the Collateral and the security interests of the Lender therein against the claim of any Person claiming against or through the Guarantor and shall maintain and preserve such security interests as perfected security interests for so long as this Agreement shall remain in effect.

(b) The Guarantor agrees that he or she will not sell, offer to sell, dispose of, convey, assign, pledge, hypothecate or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, right of first refusal, encumbrance or other restriction or limitation of any nature whatsoever on any of the Collateral or any interest therein except as expressly provided for herein or with the prior written consent of the Lender.

(c) The Guarantor shall, at his or her own expense, promptly execute and deliver all further instruments and documents (including, without limitation, share powers, forms of share transfer, proxies and instruments), obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Lender may reasonably request, to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted

hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

(d) Concurrently with the delivery of this Agreement to the Lender and from time to time on his or her acquisition of any additional Collateral or upon request of the Lender, the Guarantor shall (A) execute and deliver powers of attorney in blank in form and substance satisfactory to the Lender with respect to the Pledged Securities, and (B) deliver security certificates representing the Pledged Securities that are now, or become in future, certificated.

(e) Without limiting the foregoing, the Guarantor shall, upon demand by the Lender, cause all of the Pledged Securities to be transferred to the Lender or its nominee and cause all certificates issued in respect of Pledged Securities to be registered in the name of the Lender or the name of its nominee and delivered to the Lender.

Section 3.03 Lender May Perform. If the Guarantor fails to perform any obligation contained in this Agreement, the Lender may itself perform, or cause performance of, such obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Guarantor; provided that the Lender shall not be required to perform or discharge any obligation of the Guarantor.

ARTICLE 4
Miscellaneous

Section 4.01 Definitions and Interpretation.

(a) Unless otherwise defined herein or in the Loan Agreement, terms used herein that are defined in the PPSA shall have the meanings assigned to them in the PPSA and the regulations made thereunder, each as in effect from time to time and, unless otherwise defined herein, terms with an initial capital letter shall have the meaning given to them in the Loan Agreement.

(b) "proceeds" is defined in Section 1(1) of the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto.

(c) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(d) The Schedules hereto, all descriptions of the Collateral contained in the Schedules and all amendments and supplements thereto are and shall at all times be considered a part of this Agreement.

Section 4.02 Notices. All notices and other communication provided for hereunder (each, a "**Notice**") shall be in writing and be delivered by personal delivery, nationally recognized courier, certified or registered mail, facsimile or email of a PDF document to the addresses of parties set forth herein or such other address that may be designated by the receiving party from time to time in accordance with this Section. Notices shall be deemed to have been given (a) when received (if delivered by personal delivery, nationally recognized courier, certified or registered mail); (b) when sent (if delivered by facsimile), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the

recipient; (c) upon receipt by the sender of an acknowledgment from the recipient, such as by the return receipt requested function, return email or other written acknowledgment (if delivered by email of a PDF document), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the recipient.

Section 4.03 Successors and Assigns; Assignment. This Agreement is binding upon the Guarantor and his or her heirs, executors, liquidators, administrators, personal representatives and assigns, and shall enure to the benefit of the Lender and its successors and assigns. The Guarantor may not, without the prior written consent of the Lender, assign any of his or her rights, powers or obligations hereunder. The Lender may assign this Agreement and its rights hereunder without the consent of the Guarantor. Any purported assignment in violation of this Section shall be null and void. This Agreement shall not be discharged or affected by the death or disability of the Guarantor, or any of them if more than one.

Section 4.04 Limitation Period. The Guarantor agrees that this Agreement shall, for the purposes of the *Limitations Act*, 2002, S.O. 2002, c. 24, Sched. B (*Ontario Limitations Act*) constitute a “business agreement” as defined in section 22 of the *Ontario Limitations Act*. To the maximum extent permitted by applicable law, the Guarantor hereby agrees that the Lender may bring an action under this Agreement, notwithstanding any limitation periods applicable to such claim, and that any limitation periods applicable to this Agreement are hereby explicitly excluded. If the exclusion of limitation periods is not permitted under applicable law, then the applicable limitation periods are hereby extended to the maximum extent permitted by law.

Section 4.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 4.06 No Waiver and Cumulative Remedies. The Lender shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 4.07 Continuing Security Interest; Successors and Assigns. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Obligations, (b) be binding upon the Guarantor, his or her heirs, executors, liquidators, administrators, personal representatives and permitted assigns, and (c) enure to the benefit of the Lender and its successors, transferees and assigns. This Agreement shall not be discharged or affected by the death or disability of the Guarantor.

Section 4.08 Attachment of Security Interest. The Guarantor acknowledges that value has been given, that the Guarantor has rights in the Collateral, and that the parties have not agreed to postpone the time for attachment of any security interest created in this Agreement. The Guarantor acknowledges that any security interest in this Agreement shall attach to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Guarantor acquires rights in such after-acquired Collateral.

Section 4.09 Electronic Delivery. Delivery of an executed signature page to this Agreement by facsimile or in electronic format (such as "**PDF**" or "**TIF**") shall be effective as delivery of a manually executed copy of this Agreement.

Section 4.10 Copy of Verification Statement. To the extent permitted by law, the Guarantor hereby waives his or her right to receive a copy of any financing statement, financing change statement or verification statement in connection with any registrations or filings made under the PPSA or under any similar or corresponding legislation in any other jurisdiction.

Section 4.11 Copy of Agreement. The Guarantor acknowledges receipt of a fully executed copy of this Agreement.

Section 4.12 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

Section 4.13 Submission to Jurisdiction. Any action or proceeding arising out of or this Agreement may be instituted in the courts of the Province of Ontario, and the Guarantor irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding.

Section 4.14 Entire Agreement; Amendments; Headings; Effectiveness. This Agreement constitutes the sole and entire agreement of the Guarantor and the Lender with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment or waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 4.15 No Contra Proferentem. This Agreement has been reviewed by professional advisors of the Guarantor and Lender and revised during negotiations. Each party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either one of them.

IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	))))	
Witness Name:	))	**Arthur Vander Pol**

Schedule 1
Pledged Securities

Class of Securities	Number of Pledged Securities	% of Issued Securities	Certified or Uncertified	Certificate Number of Issued Securities
Common	13,093,020	8.45	Certified	COM57

37519054.4

LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT

This LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT (this "**Agreement**"), dated as of October ___, 2019, is made by PETER VAN MOL (the "**Guarantor**"), an individual with a mailing address located at 10714 Talbot Trail, Blenheim, Ontario, Canada, N0P 1A0, in favour and for the benefit of KATHLEEN GLYNN PHILIPP (the "**Lender**"), with a business address located at Via dei Pilastri 25, 2nd Floor, Firenze IT, 50121 Italy.

WHEREAS, the Lender and AGMEDICA BIOSCIENCE INC., a Canadian corporation (the "**Borrower**") *inter alia* entered into a loan agreement dated as of the date hereof, (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**").

AND WHEREAS, it is a condition precedent to the Lender maintaining credit facilities in favour of the Borrower under the Loan Agreement, that the Guarantor execute and deliver this Agreement.

AND WHEREAS, the Guarantor is a shareholder of the Borrower.

NOW, THEREFORE, in consideration of the Lender maintaining credit facilities in favour of the Borrower under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

ARTICLE 1
Guaranteed Obligations

Section 1.01 Guaranteed Obligations. Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably guarantees payment to the Lender of all present and future indebtedness and liabilities, direct and indirect, absolute or contingent, matured or not matured now or at any time, and from time to time, due or owing to the Lender from or by the Borrower or any successor to the Borrower, under or in connection with the Loan Agreement and any loan or security documents delivered pursuant thereto including, without limitation, all principal and interest together with all fees, costs and expenses (including, without limitation, the reasonable fees and expenses incurred by the Lender's counsel in enforcing any rights under this Agreement, the Loan Agreement and any loan or security documents delivered pursuant thereto), causes of action and indemnities (collectively, the "**Obligations**").

The Guarantor's liability under this Agreement shall arise immediately upon written demand for payment from the Lender to the Guarantor. The rate of interest payable by the Guarantor from the date of a demand for payment shall be as set out in the Loan Agreement.

Section 1.02 Limited Recourse. Notwithstanding any other provision of this Agreement or the Loan Agreement:

(a) the liability of the Guarantor to the Lender under this Agreement is limited to the extent that such liability is required to permit the Lender to realize upon the Collateral (as hereinafter defined);

(b) in the event that the Guarantor shall default in his or her obligations under this Agreement, the sole recourse of the Lender shall be with respect to the security interest in the Collateral granted to the Lender pursuant to the terms of this Agreement; and

(c) the Lender shall not have any right to payment from the Guarantor or against any of his or her property or assets other than the Collateral.

Section 1.03 Waiver of Guarantor Defences. The Guarantor agrees that his or her obligations under this Agreement are irrevocable, continuing, absolute and unconditional, and shall not be discharged or impaired or otherwise affected by, and the Guarantor hereby irrevocably waives, any defences to enforcement he or she may have (now or in the future) by reason of:

(a) Any illegality, invalidity or unenforceability of any Obligation, the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(b) Any change in the amount, time, place or manner of payment or performance of, or in any other term of the Obligations, or any waiver, release, assignment, amendment or other modification of the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(c) Any taking, substitution, release, impairment, loss in value, amendment, waiver, or non-perfection of any security, collateral or any other guarantee for the Obligations.

(d) Any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations.

(e) Any default, failure or delay, wilful or otherwise, in the performance of the Obligations.

(f) Any change in the name, object, capital, ownership or control, or constitution of the Borrower, any other guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, the Guarantor, any other guarantor or their assets or any resulting restructuring, compromise, release or discharge of any Obligations.

(g) Any merger, amalgamation, consolidation or other fundamental change of the Borrower or any other guarantor.

(h) Any failure of the Lender to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Lender and the Guarantor hereby waives any duty of the Lender to disclose such information.

(i) The failure of any other guarantor or third party to execute or deliver this Agreement or any other guarantee or agreement, or the release or reduction of liability of the Guarantor or any other guarantor or surety with respect to the Obligations.

(j) The failure of the Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Loan Agreement, any security for the Obligations, in law or otherwise.

(k) Any defence, set-off or counterclaim (other than a defence of payment or performance) that may at any time be available to, or be asserted by, the Borrower against the Lender.

(l) Any other circumstance, act or omission that might vary the risk of the Guarantor or otherwise operate as a defence available to, or a legal or equitable discharge of, the Guarantor.

Section 1.04 Guarantor Acknowledgments.

(a) Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably waives any right to revoke this Agreement and acknowledges that this Agreement is continuing in nature, shall guarantee any ultimate balance owing to the Lender, and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.

(b) This Agreement is a guarantee of payment and performance and not of collection. The Lender shall not be obligated to enforce or exhaust its remedies against the Borrower or under the Loan Agreement before proceeding to enforce this Agreement. The liability of the Guarantor to make payment under this Agreement shall arise immediately upon delivery to the Guarantor of a written demand for payment by the Lender.

(c) This Agreement is a direct guarantee and independent of the obligations of the Borrower to the Lender. The Lender may resort to the Guarantor for payment and performance of the Obligations whether or not the Lender shall have resorted to any of its collateral or shall have proceeded against the Borrower or any other guarantors with respect to the Obligations. The Lender may, at the Lender's option, proceed against the Guarantor and the Borrower, jointly and severally, or against the Guarantor only without having obtained a judgment against the Borrower.

(d) The Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonour, and any other notice with respect to any of the Obligations and this Agreement, and any requirement that the Lender protect, secure, perfect or insure any encumbrance or any property subject thereto.

(e) The Guarantor agrees that his or her guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by the Lender upon the insolvency, bankruptcy, reorganization, dissolution or winding-up of the Borrower.

(f) This Agreement shall continue to apply to all Obligations owing to the Lender by any amalgamated corporation resulting from the Borrower amalgamating with one or more other corporations.

(g) The Guarantor (i) has received independent legal advice ("**ILA**") from his or her own lawyer at his or her own cost with respect to the terms of this Agreement before its execution; or (ii) has been given the opportunity and encouraged to receive ILA, but has declined to do so (in his or her sole discretion).

(h) The Guarantor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

Section 1.05 Subordination and Postponement. All present and future indebtedness and liability of the Borrower to the Guarantor is hereby subordinated and postponed in right of payment to the prior payment in full of the Obligations. Any amounts received by the Guarantor in violation of this Section 1.05 shall be held by the Guarantor in trust for the benefit of the Lender and forthwith upon receipt paid over to the Lender without in any way reducing, lessening or limiting the obligations of the Guarantor under this Agreement. This subordination and postponement is independent of the Agreement and shall remain in force until all Obligations shall have been paid and discharged in full.

Section 1.06 Subrogation; Contribution; Reimbursement; Indemnification. The Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Agreement until all Obligations shall have been paid and discharged in full. Subject to the foregoing, upon full and final payment and performance of all Obligations, the Guarantor shall be subrogated to the rights of the Lender against the Borrower, and the Lender agrees to take such steps as the Guarantor may reasonably request, at the Guarantor's expense, to implement such subrogation.

ARTICLE 2
Pledge

Section 2.01 Pledge. As general and continuing security for the payment and performance of the Obligations, the Guarantor hereby grants, assigns, transfers, pledges, hypothecates, mortgages, sets over and charges to the Lender, and hereby grants a continuing security interest in favour of the Lender in and to, all of his or her right, title and interest in and to the following property, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(a) 8,728,680 common shares in the capital of the Borrower held by the Guarantor (the "**Pledged Securities**");

(b) all certificates and other instruments and agreements from time to time representing or evidencing the Pledged Securities, together with all claims, rights, privileges, authority and powers of the Guarantor relating to the Pledged Securities, and all income, dividends, interest, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities;

(c) all Pledged Securities issued in respect of the securities referred to in subsections (a) through (b) upon any consolidation, amalgamation or merger of the Borrower; and

(d) all proceeds and products of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Guarantor from time to time with respect to any of the foregoing.

Section 2.02 Voting Rights. Unless an Event of Default shall have occurred and be continuing, the Guarantor may, to the extent the Guarantor has such right as a holder of the Collateral, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, any

such vote, consent, ratification or waiver could detract from the value thereof as Collateral or which could be inconsistent with or result in any violation of any provision of the Loan Agreement or this Agreement.

Section 2.03 Dividends. The Guarantor may, unless an Event of Default shall have occurred and be continuing, receive and retain all cash dividends and other distributions with respect to the Pledged Securities.

Section 2.04 Event of Default. Upon the occurrence and during the continuance of any Event of Default (as such term is defined in the Loan Agreement):

(a) All rights of the Guarantor to exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights.

(b) All rights of the Guarantor to receive distributions that it would otherwise be authorized to receive and retain under Section 2.03 shall immediately cease and all such rights shall thereupon become vested in the Lender, which shall have the sole right to receive and hold such distributions as Collateral.

(c) The Guarantor shall, at his or her sole cost and expense, from time to time, execute and deliver to the Lender all such instruments as the Lender may request in order to permit the Lender to exercise the voting and other rights that it may be entitled to exercise under Section 2.02 and to receive all distributions that it may be entitled to receive under Section 2.03.

Section 2.05 Distributions Held in Trust. All distributions that are received by the Guarantor contrary to the provisions of Section 2.03 shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Guarantor and shall promptly (but in any event within five Business Days after receipt thereof by the Guarantor) be paid over to the Lender as Collateral in the same form as so received (together with any necessary endorsement).

Section 2.06 Power of Attorney. The Guarantor hereby irrevocably constitutes and appoints the Lender as the Guarantor's true and lawful attorney, with full power of substitution and with full authority in the place and stead of the Guarantor and in the name of the Guarantor or otherwise, from time to time, during the continuance of an Event of Default after any applicable cure periods, in the Lender's discretion to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Guarantor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, to transfer, endorse, negotiate and sign on behalf of the Guarantor any of the Pledged Securities, to complete the blanks in any transfers of shares, bonds or debentures, any power of attorney or other documents delivered to it, and to delegate its powers, and for any delegate to sub-delegate the same (but the Lender shall not be obligated to and shall have no liability to the Guarantor or any third party for failure to do so or to take any action). Such appointment, being coupled with an interest, shall be irrevocable until the full and final discharge of the security interests created by this Agreement. The Guarantor hereby ratifies all acts that such attorneys shall lawfully do or cause to be done by virtue hereof.

Section 2.07 Remedies.

If any Event of Default shall have occurred and be continuing under the Loan Agreement:

(a) the Lender may, without any other notice to or demand upon the Guarantor, assert all rights and remedies of a Lender under the PPSA or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice before disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Guarantor 10 days before the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Lender may sell such Collateral on such terms and to such purchaser(s) as the Lender in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property, including, without limitation, on any recognized exchange dealing in such Collateral or by public or private sale. To the extent permitted by applicable law, the Guarantor waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by it of any rights hereunder. The Guarantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Obligations or otherwise.

(b) all rights of the Guarantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 and (ii) receive the dividends and other distributions that it would otherwise be entitled to receive and retain hereunder, shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights and to receive and hold such dividends and other distributions as Collateral.

(c) the Guarantor agrees that, upon request of the Lender, the Guarantor will, at his or her own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid, binding and in compliance with applicable law.

Section 2.08 Distribution of Proceeds. Any cash held by the Lender as Collateral and all cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Lender to the payment of expenses incurred by the Lender in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Lender hereunder, including reasonable legal fees, and the balance of such proceeds shall be applied or set off against all or any part of the Obligations as provided in the Loan Agreement. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall relieve the Guarantor from the performance of any obligation on the

Guarantor's part to be performed or observed in respect of any of the Collateral and will be promptly paid over to the Guarantor.

ARTICLE 3
Representations and Warranties; Covenants

Section 3.01 Representations and Warranties. To induce the Lender to enter into the Loan Agreement and continue to make credit available to the Borrower, the Guarantor represents and warrants that:

(a) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

(b) He or she is an adult individual of sound mind.

(c) He or she has the full power and capacity to enter into this Agreement, to carry out his or her obligations hereunder and to consummate the transactions contemplated hereby.

(d) He or she has signed this Agreement freely and voluntarily and not under duress or undue influence. The Guarantor acknowledges that there has been no unconscionability, no inequality of bargaining power or fiduciary relationship between the parties.

(e) This Agreement has been duly executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

(f) All information set forth in Schedule 1 relating to the Pledged Securities is accurate and complete.

(g) The Guarantor is the sole, direct, legal and beneficial owner of, and has good marketable title to, all existing Collateral and shall be the sole, direct, legal and beneficial owner of, and have good marketable title to, each item of after-acquired Collateral free and clear of any mortgages, charges, hypothecs, pledges, trusts, liens, security interests, adverse claims and other claims except for the security interests created by this Agreement.

(h) The pledge of the Collateral under this Agreement creates a valid security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(i) No authorization, approval, or other action by, and no notice to or filing with any governmental authority, regulatory body or any other entity is required for the pledge by the Guarantor of the Collateral under this Agreement or for the execution and delivery of this Agreement by the Guarantor or the performance by the Guarantor of his or her obligations thereunder.

(j) The execution and delivery of this Agreement by the Guarantor, and the performance by the Guarantor of his or her obligations hereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ,

award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Guarantor or any of his or her property, or the constating or organizational documents of the Guarantor or any agreement or instrument to which the Guarantor is party or by which he or she or his or her property is bound.

(k) The Pledged Securities have been duly authorized and validly issued, are fully paid and non-assessable, are no subject to any options to purchase or similar rights. No Person (other than the Guarantor) has any right to acquire or cause to be issued to them any of the Collateral.

(l) The Collateral does not include any certificated securities that the Guarantor has not delivered to the Lender. Without limiting the foregoing, all certificates, agreements or instruments representing or evidencing the Pledged Securities in existence on the date hereof have been delivered to the Lender in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank.

(m) The Guarantor has taken all action required on his or her part for control (as defined in the PPSA and the *Securities Transfer Act*, 2006 (Ontario) (STA)) to have been obtained by the Lender over all Collateral with respect to which such control may be obtained under the PPSA. No Person other than the Lender has control or possession of all or any part of the Collateral.

The foregoing representations and warranties shall be deemed to be continuously made until such time as this Agreement is terminated and shall survive the execution and delivery of this Agreement.

Section 3.02 Covenants of the Guarantor. The Guarantor covenants and agrees in favour of the Lender as follows:

(a) The Guarantor shall, at his or her own cost and expense, defend title to the Collateral and the security interests of the Lender therein against the claim of any Person claiming against or through the Guarantor and shall maintain and preserve such security interests as perfected security interests for so long as this Agreement shall remain in effect.

(b) The Guarantor agrees that he or she will not sell, offer to sell, dispose of, convey, assign, pledge, hypothecate or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, right of first refusal, encumbrance or other restriction or limitation of any nature whatsoever on any of the Collateral or any interest therein except as expressly provided for herein or with the prior written consent of the Lender.

(c) The Guarantor shall, at his or her own expense, promptly execute and deliver all further instruments and documents (including, without limitation, share powers, forms of share transfer, proxies and instruments), obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Lender may reasonably request, to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted

hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

(d) Concurrently with the delivery of this Agreement to the Lender and from time to time on his or her acquisition of any additional Collateral or upon request of the Lender, the Guarantor shall (A) execute and deliver powers of attorney in blank in form and substance satisfactory to the Lender with respect to the Pledged Securities, and (B) deliver security certificates representing the Pledged Securities that are now, or become in future, certificated.

(e) Without limiting the foregoing, the Guarantor shall, upon demand by the Lender, cause all of the Pledged Securities to be transferred to the Lender or its nominee and cause all certificates issued in respect of Pledged Securities to be registered in the name of the Lender or the name of its nominee and delivered to the Lender.

Section 3.03 Lender May Perform. If the Guarantor fails to perform any obligation contained in this Agreement, the Lender may itself perform, or cause performance of, such obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Guarantor; provided that the Lender shall not be required to perform or discharge any obligation of the Guarantor.

ARTICLE 4
Miscellaneous

Section 4.01 Definitions and Interpretation.

(a) Unless otherwise defined herein or in the Loan Agreement, terms used herein that are defined in the PPSA shall have the meanings assigned to them in the PPSA and the regulations made thereunder, each as in effect from time to time and, unless otherwise defined herein, terms with an initial capital letter shall have the meaning given to them in the Loan Agreement.

(b) "proceeds" is defined in Section 1(1) of the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto.

(c) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(d) The Schedules hereto, all descriptions of the Collateral contained in the Schedules and all amendments and supplements thereto are and shall at all times be considered a part of this Agreement.

Section 4.02 Notices. All notices and other communication provided for hereunder (each, a "**Notice**") shall be in writing and be delivered by personal delivery, nationally recognized courier, certified or registered mail, facsimile or email of a PDF document to the addresses of parties set forth herein or such other address that may be designated by the receiving party from time to time in accordance with this Section. Notices shall be deemed to have been given (a) when received (if delivered by personal delivery, nationally recognized courier, certified or registered mail); (b) when sent (if delivered by facsimile), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the

recipient; (c) upon receipt by the sender of an acknowledgment from the recipient, such as by the return receipt requested function, return email or other written acknowledgment (if delivered by email of a PDF document), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the recipient.

Section 4.03 Successors and Assigns; Assignment. This Agreement is binding upon the Guarantor and his or her heirs, executors, liquidators, administrators, personal representatives and assigns, and shall enure to the benefit of the Lender and its successors and assigns. The Guarantor may not, without the prior written consent of the Lender, assign any of his or her rights, powers or obligations hereunder. The Lender may assign this Agreement and its rights hereunder without the consent of the Guarantor. Any purported assignment in violation of this Section shall be null and void. This Agreement shall not be discharged or affected by the death or disability of the Guarantor, or any of them if more than one.

Section 4.04 Limitation Period. The Guarantor agrees that this Agreement shall, for the purposes of the *Limitations Act*, 2002, S.O. 2002, c. 24, Sched. B (*Ontario Limitations Act*) constitute a “business agreement” as defined in section 22 of the *Ontario Limitations Act*. To the maximum extent permitted by applicable law, the Guarantor hereby agrees that the Lender may bring an action under this Agreement, notwithstanding any limitation periods applicable to such claim, and that any limitation periods applicable to this Agreement are hereby explicitly excluded. If the exclusion of limitation periods is not permitted under applicable law, then the applicable limitation periods are hereby extended to the maximum extent permitted by law.

Section 4.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 4.06 No Waiver and Cumulative Remedies. The Lender shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 4.07 Continuing Security Interest; Successors and Assigns. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Obligations, (b) be binding upon the Guarantor, his or her heirs, executors, liquidators, administrators, personal representatives and permitted assigns, and (c) enure to the benefit of the Lender and its successors, transferees and assigns. This Agreement shall not be discharged or affected by the death or disability of the Guarantor.

Section 4.08 Attachment of Security Interest. The Guarantor acknowledges that value has been given, that the Guarantor has rights in the Collateral, and that the parties have not agreed to postpone the time for attachment of any security interest created in this Agreement. The Guarantor acknowledges that any security interest in this Agreement shall attach to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Guarantor acquires rights in such after-acquired Collateral.

Section 4.09 Electronic Delivery. Delivery of an executed signature page to this Agreement by facsimile or in electronic format (such as "**PDF**" or "**TIF**") shall be effective as delivery of a manually executed copy of this Agreement.

Section 4.10 Copy of Verification Statement. To the extent permitted by law, the Guarantor hereby waives his or her right to receive a copy of any financing statement, financing change statement or verification statement in connection with any registrations or filings made under the PPSA or under any similar or corresponding legislation in any other jurisdiction.

Section 4.11 Copy of Agreement. The Guarantor acknowledges receipt of a fully executed copy of this Agreement.

Section 4.12 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

Section 4.13 Submission to Jurisdiction. Any action or proceeding arising out of or this Agreement may be instituted in the courts of the Province of Ontario, and the Guarantor irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding.

Section 4.14 Entire Agreement; Amendments; Headings; Effectiveness. This Agreement constitutes the sole and entire agreement of the Guarantor and the Lender with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment or waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 4.15 No Contra Proferentem. This Agreement has been reviewed by professional advisors of the Guarantor and Lender and revised during negotiations. Each party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either one of them.

IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:)

Witness Name:) **Peter Van Mol**

Schedule 1
Pledged Securities

Class of Securities	Number of Securities	% of Issued Securities	Certified or Uncertified	Certificate Number
Common	8,728,680	<*>	Certified	COM67

37590107.2

LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT

This LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT (this "**Agreement**"), dated as of October ___, 2019, is made by NICHOLAS ROBERTS (the "**Guarantor**"), an individual with a mailing address located at 10 James Street, Blenheim, Ontario, Canada, N0P 1A0, in favour and for the benefit of KATHLEEN GLYNN PHILIPP (the "**Lender**"), with a business address located at Via dei Pilastri 25, 2nd Floor, Firenze IT, 50121 Italy.

WHEREAS, the Lender and AGMEDICA BIOSCIENCE INC., a Canadian corporation (the "**Borrower**") *inter alia* entered into a loan agreement dated as of the date hereof, (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**").

AND WHEREAS, it is a condition precedent to the Lender maintaining credit facilities in favour of the Borrower under the Loan Agreement, that the Guarantor execute and deliver this Agreement.

AND WHEREAS, the Guarantor is a shareholder of the Borrower.

NOW, THEREFORE, in consideration of the Lender maintaining credit facilities in favour of the Borrower under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

ARTICLE 1
Guaranteed Obligations

Section 1.01 Guaranteed Obligations. Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably guarantees payment to the Lender of all present and future indebtedness and liabilities, direct and indirect, absolute or contingent, matured or not matured now or at any time, and from time to time, due or owing to the Lender from or by the Borrower or any successor to the Borrower, under or in connection with the Loan Agreement and any loan or security documents delivered pursuant thereto including, without limitation, all principal and interest together with all fees, costs and expenses (including, without limitation, the reasonable fees and expenses incurred by the Lender's counsel in enforcing any rights under this Agreement, the Loan Agreement and any loan or security documents delivered pursuant thereto), causes of action and indemnities (collectively, the "**Obligations**").

The Guarantor's liability under this Agreement shall arise immediately upon written demand for payment from the Lender to the Guarantor. The rate of interest payable by the Guarantor from the date of a demand for payment shall be as set out in the Loan Agreement.

Section 1.02 Limited Recourse. Notwithstanding any other provision of this Agreement or the Loan Agreement:

(a) the liability of the Guarantor to the Lender under this Agreement is limited to the extent that such liability is required to permit the Lender to realize upon the Collateral (as hereinafter defined);

(b) in the event that the Guarantor shall default in his or her obligations under this Agreement, the sole recourse of the Lender shall be with respect to the security interest in the Collateral granted to the Lender pursuant to the terms of this Agreement; and

(c) the Lender shall not have any right to payment from the Guarantor or against any of his or her property or assets other than the Collateral.

Section 1.03 Waiver of Guarantor Defences. The Guarantor agrees that his or her obligations under this Agreement are irrevocable, continuing, absolute and unconditional, and shall not be discharged or impaired or otherwise affected by, and the Guarantor hereby irrevocably waives, any defences to enforcement he or she may have (now or in the future) by reason of:

(a) Any illegality, invalidity or unenforceability of any Obligation, the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(b) Any change in the amount, time, place or manner of payment or performance of, or in any other term of the Obligations, or any waiver, release, assignment, amendment or other modification of the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(c) Any taking, substitution, release, impairment, loss in value, amendment, waiver, or non-perfection of any security, collateral or any other guarantee for the Obligations.

(d) Any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations.

(e) Any default, failure or delay, wilful or otherwise, in the performance of the Obligations.

(f) Any change in the name, object, capital, ownership or control, or constitution of the Borrower, any other guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, the Guarantor, any other guarantor or their assets or any resulting restructuring, compromise, release or discharge of any Obligations.

(g) Any merger, amalgamation, consolidation or other fundamental change of the Borrower or any other guarantor.

(h) Any failure of the Lender to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Lender and the Guarantor hereby waives any duty of the Lender to disclose such information.

(i) The failure of any other guarantor or third party to execute or deliver this Agreement or any other guarantee or agreement, or the release or reduction of liability of the Guarantor or any other guarantor or surety with respect to the Obligations.

(j) The failure of the Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Loan Agreement, any security for the Obligations, in law or otherwise.

(k) Any defence, set-off or counterclaim (other than a defence of payment or performance) that may at any time be available to, or be asserted by, the Borrower against the Lender.

(l) Any other circumstance, act or omission that might vary the risk of the Guarantor or otherwise operate as a defence available to, or a legal or equitable discharge of, the Guarantor.

Section 1.04 Guarantor Acknowledgments.

(a) Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably waives any right to revoke this Agreement and acknowledges that this Agreement is continuing in nature, shall guarantee any ultimate balance owing to the Lender, and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.

(b) This Agreement is a guarantee of payment and performance and not of collection. The Lender shall not be obligated to enforce or exhaust its remedies against the Borrower or under the Loan Agreement before proceeding to enforce this Agreement. The liability of the Guarantor to make payment under this Agreement shall arise immediately upon delivery to the Guarantor of a written demand for payment by the Lender.

(c) This Agreement is a direct guarantee and independent of the obligations of the Borrower to the Lender. The Lender may resort to the Guarantor for payment and performance of the Obligations whether or not the Lender shall have resorted to any of its collateral or shall have proceeded against the Borrower or any other guarantors with respect to the Obligations. The Lender may, at the Lender's option, proceed against the Guarantor and the Borrower, jointly and severally, or against the Guarantor only without having obtained a judgment against the Borrower.

(d) The Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonour, and any other notice with respect to any of the Obligations and this Agreement, and any requirement that the Lender protect, secure, perfect or insure any encumbrance or any property subject thereto.

(e) The Guarantor agrees that his or her guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by the Lender upon the insolvency, bankruptcy, reorganization, dissolution or winding-up of the Borrower.

(f) This Agreement shall continue to apply to all Obligations owing to the Lender by any amalgamated corporation resulting from the Borrower amalgamating with one or more other corporations.

(g) The Guarantor (i) has received independent legal advice ("**ILA**") from his or her own lawyer at his or her own cost with respect to the terms of this Agreement before its execution; or (ii) has been given the opportunity and encouraged to receive ILA, but has declined to do so (in his or her sole discretion).

(h) The Guarantor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

Section 1.05 Subordination and Postponement. All present and future indebtedness and liability of the Borrower to the Guarantor is hereby subordinated and postponed in right of payment to the prior payment in full of the Obligations. Any amounts received by the Guarantor in violation of this Section 1.05 shall be held by the Guarantor in trust for the benefit of the Lender and forthwith upon receipt paid over to the Lender without in any way reducing, lessening or limiting the obligations of the Guarantor under this Agreement. This subordination and postponement is independent of the Agreement and shall remain in force until all Obligations shall have been paid and discharged in full.

Section 1.06 Subrogation; Contribution; Reimbursement; Indemnification. The Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Agreement until all Obligations shall have been paid and discharged in full. Subject to the foregoing, upon full and final payment and performance of all Obligations, the Guarantor shall be subrogated to the rights of the Lender against the Borrower, and the Lender agrees to take such steps as the Guarantor may reasonably request, at the Guarantor's expense, to implement such subrogation.

ARTICLE 2
Pledge

Section 2.01 Pledge. As general and continuing security for the payment and performance of the Obligations, the Guarantor hereby grants, assigns, transfers, pledges, hypothecates, mortgages, sets over and charges to the Lender, and hereby grants a continuing security interest in favour of the Lender in and to, all of his or her right, title and interest in and to the following property, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(a) 11,638,240 common shares in the capital of the Borrower held by the Guarantor (the "**Pledged Securities**");

(b) all certificates and other instruments and agreements from time to time representing or evidencing the Pledged Securities, together with all claims, rights, privileges, authority and powers of the Guarantor relating to the Pledged Securities, and all income, dividends, interest, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities;

(c) all Pledged Securities issued in respect of the securities referred to in subsections (a) through (b) upon any consolidation, amalgamation or merger of the Borrower; and

(d) all proceeds and products of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Guarantor from time to time with respect to any of the foregoing.

Section 2.02 Voting Rights. Unless an Event of Default shall have occurred and be continuing, the Guarantor may, to the extent the Guarantor has such right as a holder of the Collateral, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, any

such vote, consent, ratification or waiver could detract from the value thereof as Collateral or which could be inconsistent with or result in any violation of any provision of the Loan Agreement or this Agreement.

Section 2.03 Dividends. The Guarantor may, unless an Event of Default shall have occurred and be continuing, receive and retain all cash dividends and other distributions with respect to the Pledged Securities.

Section 2.04 Event of Default. Upon the occurrence and during the continuance of any Event of Default (as such term is defined in the Loan Agreement):

(a) All rights of the Guarantor to exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights.

(b) All rights of the Guarantor to receive distributions that it would otherwise be authorized to receive and retain under Section 2.03 shall immediately cease and all such rights shall thereupon become vested in the Lender, which shall have the sole right to receive and hold such distributions as Collateral.

(c) The Guarantor shall, at his or her sole cost and expense, from time to time, execute and deliver to the Lender all such instruments as the Lender may request in order to permit the Lender to exercise the voting and other rights that it may be entitled to exercise under Section 2.02 and to receive all distributions that it may be entitled to receive under Section 2.03.

Section 2.05 Distributions Held in Trust. All distributions that are received by the Guarantor contrary to the provisions of Section 2.03 shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Guarantor and shall promptly (but in any event within five Business Days after receipt thereof by the Guarantor) be paid over to the Lender as Collateral in the same form as so received (together with any necessary endorsement).

Section 2.06 Power of Attorney. The Guarantor hereby irrevocably constitutes and appoints the Lender as the Guarantor's true and lawful attorney, with full power of substitution and with full authority in the place and stead of the Guarantor and in the name of the Guarantor or otherwise, from time to time, during the continuance of an Event of Default after any applicable cure periods, in the Lender's discretion to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Guarantor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, to transfer, endorse, negotiate and sign on behalf of the Guarantor any of the Pledged Securities, to complete the blanks in any transfers of shares, bonds or debentures, any power of attorney or other documents delivered to it, and to delegate its powers, and for any delegate to sub-delegate the same (but the Lender shall not be obligated to and shall have no liability to the Guarantor or any third party for failure to do so or to take any action). Such appointment, being coupled with an interest, shall be irrevocable until the full and final discharge of the security interests created by this Agreement. The Guarantor hereby ratifies all acts that such attorneys shall lawfully do or cause to be done by virtue hereof.

Section 2.07 Remedies.

If any Event of Default shall have occurred and be continuing under the Loan Agreement:

(a) the Lender may, without any other notice to or demand upon the Guarantor, assert all rights and remedies of a Lender under the PPSA or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice before disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Guarantor 10 days before the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Lender may sell such Collateral on such terms and to such purchaser(s) as the Lender in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property, including, without limitation, on any recognized exchange dealing in such Collateral or by public or private sale. To the extent permitted by applicable law, the Guarantor waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by it of any rights hereunder. The Guarantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Obligations or otherwise.

(b) all rights of the Guarantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 and (ii) receive the dividends and other distributions that it would otherwise be entitled to receive and retain hereunder, shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights and to receive and hold such dividends and other distributions as Collateral.

(c) the Guarantor agrees that, upon request of the Lender, the Guarantor will, at his or her own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid, binding and in compliance with applicable law.

Section 2.08 Distribution of Proceeds. Any cash held by the Lender as Collateral and all cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Lender to the payment of expenses incurred by the Lender in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Lender hereunder, including reasonable legal fees, and the balance of such proceeds shall be applied or set off against all or any part of the Obligations as provided in the Loan Agreement. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall relieve the Guarantor from the performance of any obligation on the

Guarantor's part to be performed or observed in respect of any of the Collateral and will be promptly paid over to the Guarantor.

ARTICLE 3
Representations and Warranties; Covenants

Section 3.01 Representations and Warranties. To induce the Lender to enter into the Loan Agreement and continue to make credit available to the Borrower, the Guarantor represents and warrants that:

(a) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

(b) He or she is an adult individual of sound mind.

(c) He or she has the full power and capacity to enter into this Agreement, to carry out his or her obligations hereunder and to consummate the transactions contemplated hereby.

(d) He or she has signed this Agreement freely and voluntarily and not under duress or undue influence. The Guarantor acknowledges that there has been no unconscionability, no inequality of bargaining power or fiduciary relationship between the parties.

(e) This Agreement has been duly executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

(f) All information set forth in Schedule 1 relating to the Pledged Securities is accurate and complete.

(g) The Guarantor is the sole, direct, legal and beneficial owner of, and has good marketable title to, all existing Collateral and shall be the sole, direct, legal and beneficial owner of, and have good marketable title to, each item of after-acquired Collateral free and clear of any mortgages, charges, hypothecs, pledges, trusts, liens, security interests, adverse claims and other claims except for the security interests created by this Agreement.

(h) The pledge of the Collateral under this Agreement creates a valid security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(i) No authorization, approval, or other action by, and no notice to or filing with any governmental authority, regulatory body or any other entity is required for the pledge by the Guarantor of the Collateral under this Agreement or for the execution and delivery of this Agreement by the Guarantor or the performance by the Guarantor of his or her obligations thereunder.

(j) The execution and delivery of this Agreement by the Guarantor, and the performance by the Guarantor of his or her obligations hereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ,

award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Guarantor or any of his or her property, or the constating or organizational documents of the Guarantor or any agreement or instrument to which the Guarantor is party or by which he or she or his or her property is bound.

(k) The Pledged Securities have been duly authorized and validly issued, are fully paid and non-assessable, are no subject to any options to purchase or similar rights. No Person (other than the Guarantor) has any right to acquire or cause to be issued to them any of the Collateral.

(l) The Collateral does not include any certificated securities that the Guarantor has not delivered to the Lender. Without limiting the foregoing, all certificates, agreements or instruments representing or evidencing the Pledged Securities in existence on the date hereof have been delivered to the Lender in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank.

(m) The Guarantor has taken all action required on his or her part for control (as defined in the PPSA and the *Securities Transfer Act*, 2006 (Ontario) (STA)) to have been obtained by the Lender over all Collateral with respect to which such control may be obtained under the PPSA. No Person other than the Lender has control or possession of all or any part of the Collateral.

The foregoing representations and warranties shall be deemed to be continuously made until such time as this Agreement is terminated and shall survive the execution and delivery of this Agreement.

Section 3.02 Covenants of the Guarantor. The Guarantor covenants and agrees in favour of the Lender as follows:

(a) The Guarantor shall, at his or her own cost and expense, defend title to the Collateral and the security interests of the Lender therein against the claim of any Person claiming against or through the Guarantor and shall maintain and preserve such security interests as perfected security interests for so long as this Agreement shall remain in effect.

(b) The Guarantor agrees that he or she will not sell, offer to sell, dispose of, convey, assign, pledge, hypothecate or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, right of first refusal, encumbrance or other restriction or limitation of any nature whatsoever on any of the Collateral or any interest therein except as expressly provided for herein or with the prior written consent of the Lender.

(c) The Guarantor shall, at his or her own expense, promptly execute and deliver all further instruments and documents (including, without limitation, share powers, forms of share transfer, proxies and instruments), obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Lender may reasonably request, to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted

hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

(d) Concurrently with the delivery of this Agreement to the Lender and from time to time on his or her acquisition of any additional Collateral or upon request of the Lender, the Guarantor shall (A) execute and deliver powers of attorney in blank in form and substance satisfactory to the Lender with respect to the Pledged Securities, and (B) deliver security certificates representing the Pledged Securities that are now, or become in future, certificated.

(e) Without limiting the foregoing, the Guarantor shall, upon demand by the Lender, cause all of the Pledged Securities to be transferred to the Lender or its nominee and cause all certificates issued in respect of Pledged Securities to be registered in the name of the Lender or the name of its nominee and delivered to the Lender.

Section 3.03 Lender May Perform. If the Guarantor fails to perform any obligation contained in this Agreement, the Lender may itself perform, or cause performance of, such obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Guarantor; provided that the Lender shall not be required to perform or discharge any obligation of the Guarantor.

ARTICLE 4
Miscellaneous

Section 4.01 Definitions and Interpretation.

(a) Unless otherwise defined herein or in the Loan Agreement, terms used herein that are defined in the PPSA shall have the meanings assigned to them in the PPSA and the regulations made thereunder, each as in effect from time to time and, unless otherwise defined herein, terms with an initial capital letter shall have the meaning given to them in the Loan Agreement.

(b) "proceeds" is defined in Section 1(1) of the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto.

(c) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(d) The Schedules hereto, all descriptions of the Collateral contained in the Schedules and all amendments and supplements thereto are and shall at all times be considered a part of this Agreement.

Section 4.02 Notices. All notices and other communication provided for hereunder (each, a "**Notice**") shall be in writing and be delivered by personal delivery, nationally recognized courier, certified or registered mail, facsimile or email of a PDF document to the addresses of parties set forth herein or such other address that may be designated by the receiving party from time to time in accordance with this Section. Notices shall be deemed to have been given (a) when received (if delivered by personal delivery, nationally recognized courier, certified or registered mail); (b) when sent (if delivered by facsimile), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the

recipient; (c) upon receipt by the sender of an acknowledgment from the recipient, such as by the return receipt requested function, return email or other written acknowledgment (if delivered by email of a PDF document), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the recipient.

Section 4.03 Successors and Assigns; Assignment. This Agreement is binding upon the Guarantor and his or her heirs, executors, liquidators, administrators, personal representatives and assigns, and shall enure to the benefit of the Lender and its successors and assigns. The Guarantor may not, without the prior written consent of the Lender, assign any of his or her rights, powers or obligations hereunder. The Lender may assign this Agreement and its rights hereunder without the consent of the Guarantor. Any purported assignment in violation of this Section shall be null and void. This Agreement shall not be discharged or affected by the death or disability of the Guarantor, or any of them if more than one.

Section 4.04 Limitation Period. The Guarantor agrees that this Agreement shall, for the purposes of the *Limitations Act*, 2002, S.O. 2002, c. 24, Sched. B (*Ontario Limitations Act*) constitute a “business agreement” as defined in section 22 of the *Ontario Limitations Act*. To the maximum extent permitted by applicable law, the Guarantor hereby agrees that the Lender may bring an action under this Agreement, notwithstanding any limitation periods applicable to such claim, and that any limitation periods applicable to this Agreement are hereby explicitly excluded. If the exclusion of limitation periods is not permitted under applicable law, then the applicable limitation periods are hereby extended to the maximum extent permitted by law.

Section 4.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 4.06 No Waiver and Cumulative Remedies. The Lender shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 4.07 Continuing Security Interest; Successors and Assigns. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Obligations, (b) be binding upon the Guarantor, his or her heirs, executors, liquidators, administrators, personal representatives and permitted assigns, and (c) enure to the benefit of the Lender and its successors, transferees and assigns. This Agreement shall not be discharged or affected by the death or disability of the Guarantor.

Section 4.08 Attachment of Security Interest. The Guarantor acknowledges that value has been given, that the Guarantor has rights in the Collateral, and that the parties have not agreed to postpone the time for attachment of any security interest created in this Agreement. The Guarantor acknowledges that any security interest in this Agreement shall attach to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Guarantor acquires rights in such after-acquired Collateral.

Section 4.09 Electronic Delivery. Delivery of an executed signature page to this Agreement by facsimile or in electronic format (such as "**PDF**" or "**TIF**") shall be effective as delivery of a manually executed copy of this Agreement.

Section 4.10 Copy of Verification Statement. To the extent permitted by law, the Guarantor hereby waives his or her right to receive a copy of any financing statement, financing change statement or verification statement in connection with any registrations or filings made under the PPSA or under any similar or corresponding legislation in any other jurisdiction.

Section 4.11 Copy of Agreement. The Guarantor acknowledges receipt of a fully executed copy of this Agreement.

Section 4.12 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

Section 4.13 Submission to Jurisdiction. Any action or proceeding arising out of or this Agreement may be instituted in the courts of the Province of Ontario, and the Guarantor irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding.

Section 4.14 Entire Agreement; Amendments; Headings; Effectiveness. This Agreement constitutes the sole and entire agreement of the Guarantor and the Lender with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment or waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 4.15 No Contra Proferentem. This Agreement has been reviewed by professional advisors of the Guarantor and Lender and revised during negotiations. Each party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either one of them.

IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	))))	
______________________________ Witness Name:	))	______________________________ **Nicholas Roberts**

Schedule 1
Pledged Securities

Class of Securities	Number of Securities	% of Issued Securities	Certified or Uncertified	Certificate Number
Common	11,638,240	<*>	Certified	COM69

37589992.2

LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT

This LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT (this "**Agreement**"), dated as of October ___, 2019, is made by TREVOR HENRY (the "**Guarantor**"), an individual with a mailing address located at 19664 Charing Cross Road, Blenheim, Ontario, Canada, N0P 1A0, in favour and for the benefit of KATHLEEN GLYNN PHILIPP (the "**Lender**"), with a business address located at Via dei Pilastri 25, 2nd Floor, Firenze IT, 50121 Italy.

WHEREAS, the Lender and AGMEDICA BIOSCIENCE INC., a Canadian corporation (the "**Borrower**") *inter alia* entered into a loan agreement dated as of the date hereof, (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**").

AND WHEREAS, it is a condition precedent to the Lender maintaining credit facilities in favour of the Borrower under the Loan Agreement, that the Guarantor execute and deliver this Agreement.

AND WHEREAS, the Guarantor is a shareholder of the Borrower.

NOW, THEREFORE, in consideration of the Lender maintaining credit facilities in favour of the Borrower under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

ARTICLE 1
Guaranteed Obligations

Section 1.01 Guaranteed Obligations. Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably guarantees payment to the Lender of all present and future indebtedness and liabilities, direct and indirect, absolute or contingent, matured or not matured now or at any time, and from time to time, due or owing to the Lender from or by the Borrower or any successor to the Borrower, under or in connection with the Loan Agreement and any loan or security documents delivered pursuant thereto including, without limitation, all principal and interest together with all fees, costs and expenses (including, without limitation, the reasonable fees and expenses incurred by the Lender's counsel in enforcing any rights under this Agreement, the Loan Agreement and any loan or security documents delivered pursuant thereto), causes of action and indemnities (collectively, the "**Obligations**").

The Guarantor's liability under this Agreement shall arise immediately upon written demand for payment from the Lender to the Guarantor. The rate of interest payable by the Guarantor from the date of a demand for payment shall be as set out in the Loan Agreement.

Section 1.02 Limited Recourse. Notwithstanding any other provision of this Agreement or the Loan Agreement:

(a) the liability of the Guarantor to the Lender under this Agreement is limited to the extent that such liability is required to permit the Lender to realize upon the Collateral (as hereinafter defined);

(b) in the event that the Guarantor shall default in his or her obligations under this Agreement, the sole recourse of the Lender shall be with respect to the security interest in the Collateral granted to the Lender pursuant to the terms of this Agreement; and

(c) the Lender shall not have any right to payment from the Guarantor or against any of his or her property or assets other than the Collateral.

Section 1.03 Waiver of Guarantor Defences. The Guarantor agrees that his or her obligations under this Agreement are irrevocable, continuing, absolute and unconditional, and shall not be discharged or impaired or otherwise affected by, and the Guarantor hereby irrevocably waives, any defences to enforcement he or she may have (now or in the future) by reason of:

(a) Any illegality, invalidity or unenforceability of any Obligation, the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(b) Any change in the amount, time, place or manner of payment or performance of, or in any other term of the Obligations, or any waiver, release, assignment, amendment or other modification of the Loan Agreement or any other loan or security documents delivered pursuant thereto.

(c) Any taking, substitution, release, impairment, loss in value, amendment, waiver, or non-perfection of any security, collateral or any other guarantee for the Obligations.

(d) Any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations.

(e) Any default, failure or delay, wilful or otherwise, in the performance of the Obligations.

(f) Any change in the name, object, capital, ownership or control, or constitution of the Borrower, any other guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, the Guarantor, any other guarantor or their assets or any resulting restructuring, compromise, release or discharge of any Obligations.

(g) Any merger, amalgamation, consolidation or other fundamental change of the Borrower or any other guarantor.

(h) Any failure of the Lender to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Lender and the Guarantor hereby waives any duty of the Lender to disclose such information.

(i) The failure of any other guarantor or third party to execute or deliver this Agreement or any other guarantee or agreement, or the release or reduction of liability of the Guarantor or any other guarantor or surety with respect to the Obligations.

(j) The failure of the Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Loan Agreement, any security for the Obligations, in law or otherwise.

(k) Any defence, set-off or counterclaim (other than a defence of payment or performance) that may at any time be available to, or be asserted by, the Borrower against the Lender.

(l) Any other circumstance, act or omission that might vary the risk of the Guarantor or otherwise operate as a defence available to, or a legal or equitable discharge of, the Guarantor.

Section 1.04 Guarantor Acknowledgments.

(a) Subject to Section 1.02, the Guarantor hereby unconditionally and irrevocably waives any right to revoke this Agreement and acknowledges that this Agreement is continuing in nature, shall guarantee any ultimate balance owing to the Lender, and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.

(b) This Agreement is a guarantee of payment and performance and not of collection. The Lender shall not be obligated to enforce or exhaust its remedies against the Borrower or under the Loan Agreement before proceeding to enforce this Agreement. The liability of the Guarantor to make payment under this Agreement shall arise immediately upon delivery to the Guarantor of a written demand for payment by the Lender.

(c) This Agreement is a direct guarantee and independent of the obligations of the Borrower to the Lender. The Lender may resort to the Guarantor for payment and performance of the Obligations whether or not the Lender shall have resorted to any of its collateral or shall have proceeded against the Borrower or any other guarantors with respect to the Obligations. The Lender may, at the Lender's option, proceed against the Guarantor and the Borrower, jointly and severally, or against the Guarantor only without having obtained a judgment against the Borrower.

(d) The Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonour, and any other notice with respect to any of the Obligations and this Agreement, and any requirement that the Lender protect, secure, perfect or insure any encumbrance or any property subject thereto.

(e) The Guarantor agrees that his or her guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by the Lender upon the insolvency, bankruptcy, reorganization, dissolution or winding-up of the Borrower.

(f) This Agreement shall continue to apply to all Obligations owing to the Lender by any amalgamated corporation resulting from the Borrower amalgamating with one or more other corporations.

(g) The Guarantor (i) has received independent legal advice ("**ILA**") from his or her own lawyer at his or her own cost with respect to the terms of this Agreement before its execution; or (ii) has been given the opportunity and encouraged to receive ILA, but has declined to do so (in his or her sole discretion).

(h) The Guarantor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

Section 1.05 Subordination and Postponement. All present and future indebtedness and liability of the Borrower to the Guarantor is hereby subordinated and postponed in right of payment to the prior payment in full of the Obligations. Any amounts received by the Guarantor in violation of this Section 1.05 shall be held by the Guarantor in trust for the benefit of the Lender and forthwith upon receipt paid over to the Lender without in any way reducing, lessening or limiting the obligations of the Guarantor under this Agreement. This subordination and postponement is independent of the Agreement and shall remain in force until all Obligations shall have been paid and discharged in full.

Section 1.06 Subrogation; Contribution; Reimbursement; Indemnification. The Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Agreement until all Obligations shall have been paid and discharged in full. Subject to the foregoing, upon full and final payment and performance of all Obligations, the Guarantor shall be subrogated to the rights of the Lender against the Borrower, and the Lender agrees to take such steps as the Guarantor may reasonably request, at the Guarantor's expense, to implement such subrogation.

ARTICLE 2
Pledge

Section 2.01 Pledge. As general and continuing security for the payment and performance of the Obligations, the Guarantor hereby grants, assigns, transfers, pledges, hypothecates, mortgages, sets over and charges to the Lender, and hereby grants a continuing security interest in favour of the Lender in and to, all of his or her right, title and interest in and to the following property, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(a) 13,093,020 common shares in the capital of the Borrower held by the Guarantor (the "**Pledged Securities**");

(b) all certificates and other instruments and agreements from time to time representing or evidencing the Pledged Securities, together with all claims, rights, privileges, authority and powers of the Guarantor relating to the Pledged Securities, and all income, dividends, interest, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities;

(c) all Pledged Securities issued in respect of the securities referred to in subsections (a) through (b) upon any consolidation, amalgamation or merger of the Borrower; and

(d) all proceeds and products of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Guarantor from time to time with respect to any of the foregoing.

Section 2.02 Voting Rights. Unless an Event of Default shall have occurred and be continuing, the Guarantor may, to the extent the Guarantor has such right as a holder of the Collateral, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, any

such vote, consent, ratification or waiver could detract from the value thereof as Collateral or which could be inconsistent with or result in any violation of any provision of the Loan Agreement or this Agreement.

Section 2.03 Dividends. The Guarantor may, unless an Event of Default shall have occurred and be continuing, receive and retain all cash dividends and other distributions with respect to the Pledged Securities.

Section 2.04 Event of Default. Upon the occurrence and during the continuance of any Event of Default (as such term is defined in the Loan Agreement):

(a) All rights of the Guarantor to exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights.

(b) All rights of the Guarantor to receive distributions that it would otherwise be authorized to receive and retain under Section 2.03 shall immediately cease and all such rights shall thereupon become vested in the Lender, which shall have the sole right to receive and hold such distributions as Collateral.

(c) The Guarantor shall, at his or her sole cost and expense, from time to time, execute and deliver to the Lender all such instruments as the Lender may request in order to permit the Lender to exercise the voting and other rights that it may be entitled to exercise under Section 2.02 and to receive all distributions that it may be entitled to receive under Section 2.03.

Section 2.05 Distributions Held in Trust. All distributions that are received by the Guarantor contrary to the provisions of Section 2.03 shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Guarantor and shall promptly (but in any event within five Business Days after receipt thereof by the Guarantor) be paid over to the Lender as Collateral in the same form as so received (together with any necessary endorsement).

Section 2.06 Power of Attorney. The Guarantor hereby irrevocably constitutes and appoints the Lender as the Guarantor's true and lawful attorney, with full power of substitution and with full authority in the place and stead of the Guarantor and in the name of the Guarantor or otherwise, from time to time, during the continuance of an Event of Default after any applicable cure periods, in the Lender's discretion to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Guarantor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, to transfer, endorse, negotiate and sign on behalf of the Guarantor any of the Pledged Securities, to complete the blanks in any transfers of shares, bonds or debentures, any power of attorney or other documents delivered to it, and to delegate its powers, and for any delegate to sub-delegate the same (but the Lender shall not be obligated to and shall have no liability to the Guarantor or any third party for failure to do so or to take any action). Such appointment, being coupled with an interest, shall be irrevocable until the full and final discharge of the security interests created by this Agreement. The Guarantor hereby ratifies all acts that such attorneys shall lawfully do or cause to be done by virtue hereof.

Section 2.07 Remedies.

If any Event of Default shall have occurred and be continuing under the Loan Agreement:

(a) the Lender may, without any other notice to or demand upon the Guarantor, assert all rights and remedies of a Lender under the PPSA or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral. If notice before disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Guarantor 10 days before the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Lender may sell such Collateral on such terms and to such purchaser(s) as the Lender in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property, including, without limitation, on any recognized exchange dealing in such Collateral or by public or private sale. To the extent permitted by applicable law, the Guarantor waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by it of any rights hereunder. The Guarantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Obligations or otherwise.

(b) all rights of the Guarantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise under Section 2.02 and (ii) receive the dividends and other distributions that it would otherwise be entitled to receive and retain hereunder, shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights and to receive and hold such dividends and other distributions as Collateral.

(c) the Guarantor agrees that, upon request of the Lender, the Guarantor will, at his or her own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid, binding and in compliance with applicable law.

Section 2.08 Distribution of Proceeds. Any cash held by the Lender as Collateral and all cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Lender to the payment of expenses incurred by the Lender in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Lender hereunder, including reasonable legal fees, and the balance of such proceeds shall be applied or set off against all or any part of the Obligations as provided in the Loan Agreement. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall relieve the Guarantor from the performance of any obligation on the

Guarantor's part to be performed or observed in respect of any of the Collateral and will be promptly paid over to the Guarantor.

ARTICLE 3
Representations and Warranties; Covenants

Section 3.01 Representations and Warranties. To induce the Lender to enter into the Loan Agreement and continue to make credit available to the Borrower, the Guarantor represents and warrants that:

(a) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

(b) He or she is an adult individual of sound mind.

(c) He or she has the full power and capacity to enter into this Agreement, to carry out his or her obligations hereunder and to consummate the transactions contemplated hereby.

(d) He or she has signed this Agreement freely and voluntarily and not under duress or undue influence. The Guarantor acknowledges that there has been no unconscionability, no inequality of bargaining power or fiduciary relationship between the parties.

(e) This Agreement has been duly executed and delivered by the Guarantor and constitutes a legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

(f) All information set forth in Schedule 1 relating to the Pledged Securities is accurate and complete.

(g) The Guarantor is the sole, direct, legal and beneficial owner of, and has good marketable title to, all existing Collateral and shall be the sole, direct, legal and beneficial owner of, and have good marketable title to, each item of after-acquired Collateral free and clear of any mortgages, charges, hypothecs, pledges, trusts, liens, security interests, adverse claims and other claims except for the security interests created by this Agreement.

(h) The pledge of the Collateral under this Agreement creates a valid security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(i) No authorization, approval, or other action by, and no notice to or filing with any governmental authority, regulatory body or any other entity is required for the pledge by the Guarantor of the Collateral under this Agreement or for the execution and delivery of this Agreement by the Guarantor or the performance by the Guarantor of his or her obligations thereunder.

(j) The execution and delivery of this Agreement by the Guarantor, and the performance by the Guarantor of his or her obligations hereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ,

award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Guarantor or any of his or her property, or the constating or organizational documents of the Guarantor or any agreement or instrument to which the Guarantor is party or by which he or she or his or her property is bound.

(k) The Pledged Securities have been duly authorized and validly issued, are fully paid and non-assessable, are no subject to any options to purchase or similar rights. No Person (other than the Guarantor) has any right to acquire or cause to be issued to them any of the Collateral.

(l) The Collateral does not include any certificated securities that the Guarantor has not delivered to the Lender. Without limiting the foregoing, all certificates, agreements or instruments representing or evidencing the Pledged Securities in existence on the date hereof have been delivered to the Lender in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank.

(m) The Guarantor has taken all action required on his or her part for control (as defined in the PPSA and the *Securities Transfer Act*, 2006 (Ontario) (STA)) to have been obtained by the Lender over all Collateral with respect to which such control may be obtained under the PPSA. No Person other than the Lender has control or possession of all or any part of the Collateral.

The foregoing representations and warranties shall be deemed to be continuously made until such time as this Agreement is terminated and shall survive the execution and delivery of this Agreement.

Section 3.02 Covenants of the Guarantor. The Guarantor covenants and agrees in favour of the Lender as follows:

(a) The Guarantor shall, at his or her own cost and expense, defend title to the Collateral and the security interests of the Lender therein against the claim of any Person claiming against or through the Guarantor and shall maintain and preserve such security interests as perfected security interests for so long as this Agreement shall remain in effect.

(b) The Guarantor agrees that he or she will not sell, offer to sell, dispose of, convey, assign, pledge, hypothecate or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, right of first refusal, encumbrance or other restriction or limitation of any nature whatsoever on any of the Collateral or any interest therein except as expressly provided for herein or with the prior written consent of the Lender.

(c) The Guarantor shall, at his or her own expense, promptly execute and deliver all further instruments and documents (including, without limitation, share powers, forms of share transfer, proxies and instruments), obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Lender may reasonably request, to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted

hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

(d) Concurrently with the delivery of this Agreement to the Lender and from time to time on his or her acquisition of any additional Collateral or upon request of the Lender, the Guarantor shall (A) execute and deliver powers of attorney in blank in form and substance satisfactory to the Lender with respect to the Pledged Securities, and (B) deliver security certificates representing the Pledged Securities that are now, or become in future, certificated.

(e) Without limiting the foregoing, the Guarantor shall, upon demand by the Lender, cause all of the Pledged Securities to be transferred to the Lender or its nominee and cause all certificates issued in respect of Pledged Securities to be registered in the name of the Lender or the name of its nominee and delivered to the Lender.

Section 3.03 Lender May Perform. If the Guarantor fails to perform any obligation contained in this Agreement, the Lender may itself perform, or cause performance of, such obligation, and the expenses of the Lender incurred in connection therewith shall be payable by the Guarantor; provided that the Lender shall not be required to perform or discharge any obligation of the Guarantor.

ARTICLE 4
Miscellaneous

Section 4.01 Definitions and Interpretation.

(a) Unless otherwise defined herein or in the Loan Agreement, terms used herein that are defined in the PPSA shall have the meanings assigned to them in the PPSA and the regulations made thereunder, each as in effect from time to time and, unless otherwise defined herein, terms with an initial capital letter shall have the meaning given to them in the Loan Agreement.

(b) "proceeds" is defined in Section 1(1) of the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions with respect thereto.

(c) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(d) The Schedules hereto, all descriptions of the Collateral contained in the Schedules and all amendments and supplements thereto are and shall at all times be considered a part of this Agreement.

Section 4.02 Notices. All notices and other communication provided for hereunder (each, a "**Notice**") shall be in writing and be delivered by personal delivery, nationally recognized courier, certified or registered mail, facsimile or email of a PDF document to the addresses of parties set forth herein or such other address that may be designated by the receiving party from time to time in accordance with this Section. Notices shall be deemed to have been given (a) when received (if delivered by personal delivery, nationally recognized courier, certified or registered mail); (b) when sent (if delivered by facsimile), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the

recipient; (c) upon receipt by the sender of an acknowledgment from the recipient, such as by the return receipt requested function, return email or other written acknowledgment (if delivered by email of a PDF document), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the recipient.

Section 4.03 Successors and Assigns; Assignment. This Agreement is binding upon the Guarantor and his or her heirs, executors, liquidators, administrators, personal representatives and assigns, and shall enure to the benefit of the Lender and its successors and assigns. The Guarantor may not, without the prior written consent of the Lender, assign any of his or her rights, powers or obligations hereunder. The Lender may assign this Agreement and its rights hereunder without the consent of the Guarantor. Any purported assignment in violation of this Section shall be null and void. This Agreement shall not be discharged or affected by the death or disability of the Guarantor, or any of them if more than one.

Section 4.04 Limitation Period. The Guarantor agrees that this Agreement shall, for the purposes of the *Limitations Act*, 2002, S.O. 2002, c. 24, Sched. B (*Ontario Limitations Act*) constitute a “business agreement” as defined in section 22 of the *Ontario Limitations Act*. To the maximum extent permitted by applicable law, the Guarantor hereby agrees that the Lender may bring an action under this Agreement, notwithstanding any limitation periods applicable to such claim, and that any limitation periods applicable to this Agreement are hereby explicitly excluded. If the exclusion of limitation periods is not permitted under applicable law, then the applicable limitation periods are hereby extended to the maximum extent permitted by law.

Section 4.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 4.06 No Waiver and Cumulative Remedies. The Lender shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 4.07 Continuing Security Interest; Successors and Assigns. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Obligations, (b) be binding upon the Guarantor, his or her heirs, executors, liquidators, administrators, personal representatives and permitted assigns, and (c) enure to the benefit of the Lender and its successors, transferees and assigns. This Agreement shall not be discharged or affected by the death or disability of the Guarantor.

Section 4.08 Attachment of Security Interest. The Guarantor acknowledges that value has been given, that the Guarantor has rights in the Collateral, and that the parties have not agreed to postpone the time for attachment of any security interest created in this Agreement. The Guarantor acknowledges that any security interest in this Agreement shall attach to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Guarantor acquires rights in such after-acquired Collateral.

Section 4.09 Electronic Delivery. Delivery of an executed signature page to this Agreement by facsimile or in electronic format (such as "**PDF**" or "**TIF**") shall be effective as delivery of a manually executed copy of this Agreement.

Section 4.10 Copy of Verification Statement. To the extent permitted by law, the Guarantor hereby waives his or her right to receive a copy of any financing statement, financing change statement or verification statement in connection with any registrations or filings made under the PPSA or under any similar or corresponding legislation in any other jurisdiction.

Section 4.11 Copy of Agreement. The Guarantor acknowledges receipt of a fully executed copy of this Agreement.

Section 4.12 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

Section 4.13 Submission to Jurisdiction. Any action or proceeding arising out of or this Agreement may be instituted in the courts of the Province of Ontario, and the Guarantor irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding.

Section 4.14 Entire Agreement; Amendments; Headings; Effectiveness. This Agreement constitutes the sole and entire agreement of the Guarantor and the Lender with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment or waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 4.15 No Contra Proferentem. This Agreement has been reviewed by professional advisors of the Guarantor and Lender and revised during negotiations. Each party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either one of them.

IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	)))	
______________________________	)	______________________________
Witness Name:	))	**Trevor Henry**

Schedule 1
Pledged Securities

Class of Securities	Number of Securities	% of Issued Securities	Certified or Uncertified	Certificate Number
Common	13,093,020	8.45	Certified	COM65

37590294.2

EXHIBIT "R"

SUBORDINATION AND POSTPONEMENT AGREEMENT

This agreement made as of the 23rd day of October, 2019.

BETWEEN:

STONE QUEST CAPITAL CORP.

(the “**Subordinate Lender**”)

AND:

KATHLEEN GLYNN PHILIPP

(the “**Senior Lender**”)

AND:

AGMEDICA BIOSCIENCE INC.

(the “**Debtor**”)

WHEREAS the Debtor is and may hereafter become indebted to the Subordinate Lender and in connection therewith has granted to the Subordinate Lender, in addition to a first ranking mortgage over certain real property owned by the Debtor, a security interest in the personal property of the Debtor in favour of the Subordinate Lender which security interest includes a general security agreement in respect of which a financing statement has been registered or will be registered under the *Personal Property Security Act* (Ontario) (“**PPSA**”) (which security agreement and any other security now or hereafter created and as it exists from time to time in respect of the personal property of the Debtor is hereinafter collectively called the “**Subordinate Security**”);

AND WHEREAS the Debtor is or may become indebted to the Senior Lender and in connection therewith has granted or will grant to the Senior Lender various security interests and security agreements in favour of the Senior Lender, including a general security agreement in respect of which a financing statement has been or will be registered under the PPSA (which security agreement and any other security now or hereafter created and as it exists from time to time in respect of the personal property of the Debtor is hereafter collectively called the “**Senior Security**”);

AND WHEREAS the parties hereto have agreed upon certain priorities in respect of the Senior Security and the Subordinate Security as hereinafter described;

AND WHEREAS the Debtor has agreed that it will maintain and deal with its personal property in accordance with the provisions hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual terms and conditions herein contained, and other good and valuable consideration (the sufficiency of which is hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. The Subordinate Lender hereby consents to the Senior Security and postpones and subordinates the Subordinate Security in all respects to and in favour of the Senior Security, and acknowledges that the Senior Security ranks and will continue to rank in priority to the Subordinate Security in respect of all of the property and assets of the Debtor covered by the Senior Security.

2. The priorities expressed in Section 1 will have effect regardless of:

   (a) the time of creation, granting, execution, delivery, attachment, registration (to the extent registration is required), perfection or enforcement of the Senior Security or the Subordinate Security (collectively, the "**Security**");

   (b) the time of any loan or advance or other extension of credit made to the Debtor by either of the Senior Lender or the Subordinate Lender;

   (c) the time of default or demand or the dates of crystallization of any floating charges held by either of the Senior Lender or the Subordinate Lender;

   (d) any priority otherwise accorded to the Security by principle of law or in any statute, including, without limitation, the PPSA;

   (e) the provisions of the instruments creating the Security; or

   (f) any other circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, or otherwise prejudicially affect the subordination herein provided.

   Neither the Subordinate Lender nor the Senior Lender will challenge the validity, enforceability, priority or perfection of the Senior Security or the Subordinate Security.

3. The Debtor hereby confirms to and agrees with the Senior Lender and the Subordinate Lender that so long as the Debtor remains indebted to the Senior Lender and the Subordinate Lender, it will stand possessed of its assets so charged for the Senior Lender and the Subordinate Lender pursuant to the Security in accordance with their respective interests and the priorities as herein set forth.

4. Nothing herein contained shall be construed as entitling the Senior Lender or the Subordinate Lender to receive any proceeds of disposition of any of the property or assets subject of the Debtor in respect of which it does not have any security or in respect of which it has been judicially determined by final judgment that its security is invalid, unperfected or unenforceable as against third parties. If any third party shall have a valid claim to proceeds of realization from any of the property or assets of the Debtor in priority to or on a parity with one of the parties hereto but not in priority to or on a parity with the other parties, then this Agreement shall not apply so as to diminish the rights (as such rights would have existed but for this Agreement) of such other parties against such third

party to the proceeds of realization from such property or assets. Nothing contained in this Agreement shall be construed as conferring any rights upon the Debtor, or upon any person not a party to this Agreement, or as altering, amending or modifying the terms of conditions of the indebtedness owing by the Debtor to the Subordinate Lender or the Subordinate Security as between the Debtor and the Subordinate Lender..

5. Each of the Senior Lender, the Subordinate Lender and the Debtor will do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the intent of this Agreement; provided however, that no consent of the Debtor shall be necessary to any amendment of the terms hereof by the Senior Lender and the Subordinate Lender unless the interests of the Debtor are directly affected thereby.

6. Any notice or other communication in connection with this agreement shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by telefacsimile or other electronic communication, at or to the address or telefacsimile number or email address of the addressee set out opposite its name below or to such other address or addresses or telefacsimile number or numbers or email address or addresses as any of the parties may from time to time designate to the other parties in such manner.

(a) In the case of the Senior Lender:

Kathleen Glynn Philipp
Via dei Pilastri 25, 2nd Floor
Firenze IT, 50121 Italy

Fax No.:
Email:

(b) In the case of the Subordinate Lender:

Stone Quest Capital Corp.
5096 South Service Road, Suite 102
Burlington, ON L7L 5H4

Attention: N.J. (Nick) Cvetas
Fax No.: 905-639-2285
Email: ncvetas@stonequestcapital.com

(c) In the case of the Debtor:

AgMedica Bioscience Inc.
111 Heritage Road, Suite 200
Chatham ON M7M 5W7

Attention: Trevor Henry
Email: vdore@agmedica.ca

Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made before 4:00 p.m. on such day (unless otherwise acknowledged by the receiving party); otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any communication which is transmitted by telefacsimile shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made before 4:00 p.m. on such day (unless otherwise acknowledged by the receiving party); otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, and notwithstanding the re-organization or amalgamation of the Debtor or Subordinate Lender. The Subordinate Lender will not assign or transfer any or all of the Subordinate Security held or to be held by it or any of its rights thereunder relating to the undertaking and personal property assets of the Debtor.

8. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

9. This Agreement may be executed in any number of counterparts and by facsimile or electronic transmission, each of which shall be deemed to be an original and all of which when taken together, shall constitute one and the same Agreement.

[This page left intentionally blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	)	DocuSigned by:
______________________________	)	______________________________
Witness Name:	)	**Kathleen Glynn Philipp**

STONE QUEST CAPITAL CORP.

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

AGMEDICA BIOSCIENCE INC.

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

37564400.4

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	))))	
______________________________ Witness Name:	))	______________________________ **Kathleen Glynn Philipp**

STONE QUEST CAPITAL CORP.

By: ______________________________
Name: N.J. Cvetas
Title: President

By: ______________________________
Name:
Title:

AGMEDICA BIOSCIENCE INC.

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

37564400.4

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SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
_______________________________) _______________________________
Witness Name:) **Kathleen Glynn Philipp**
)

STONE QUEST CAPITAL CORP.

By: _______________________________
Name:
Title:

By: _______________________________
Name:
Title:

AGMEDICA BIOSCIENCE INC.

By: _______________________________
Name: TREVOR HENRY
Title: CHIEF EXECUTIVE OFFICER

By: _______________________________
Name: ARTHUR VANDER POL
Title: PRESIDENT

37564400.2

EXHIBIT “S”

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:

RECENTLY:
RE-ENTRY FROM 00527-0057

PIN CREATION DATE:
2005/11/21

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 ***						
DATE OF EARLIEST REGISTRATION LOADED: 1944/04/01						
RA30849	1944/04/01	TRANSFER	$6,000	EDWARDS, ANTHONY (ETUX)	EDWARDS, ANTHONY C.	C
82891	1956/09/28	BYLAW		TOWNSHIP OF RALEIGH		C
REMARKS: BYLAW 2993, RE: SUBDIVISION CONTROL						
99735	1958/11/27	ORDER		THE ONTARIO MUNICIPAL BOARD		C
REMARKS: OL RE:ANNEXATION						
108897	1959/12/08	DEPOSIT				C
108898	1959/12/08	TRANSFER	$11,500	EDWARDS, ANTHONY CLIFFORD EDWARDS, BEATRICE	BEGWACO METERS (CANADA) LIMITED	C
CORRECTIONS: 'TRANSFEROR' CHANGED FROM 'EDWARDS, ANTHONY C. (ETUX)' TO 'EDWARDS, ANTHONY CLIFFORD' ON 2006/11/27 BY MARY JEAN - DATABASE SWEEP. 'TRANSFEROR: EDWARDS, BEATRICE' ADDED ON 2006/11/27 BY MARY JEAN - DATABASE SWEEP.						
171785	1966/05/13	BYLAW		CITY OF CHATHAM		C
REMARKS: BYLAW 5564, SUBDIVISION CONTROL						
372580	1981/06/18	DEPOSIT				C
372581	1981/06/18	TRANSFER	$425,000	THORN ELECTRICAL INDUSTRIES (CANADA)	CHROME-TEK PLASTICS LTD.	C
373371	1981/07/21	DEBENTURE	$100,000	CHROME-TEK PLASTICS LTD.	ONTARIO DEVELOPMENT CORPORATION	C
375130	1981/09/25	CHARGE	$1	CHROME-TEK PLASTICS LTD. (1ST PT.) COLE, LLOYD BASIC, JOHN TRAHAM, NORMAN GIANNOBILE, FRANK (3RD PT.)	J.F. COLENBRANDER CONSTRUCTION CO. LTD.	C
375814	1981/10/26	TRANSFER OF CHARGE	$1	J.F. COLENBRANDER CONSTRUCTION CO. LTD.	HENRY HAYINK EXCAVATING LIMITED CHATHAM MASONRY LTD.	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					HOLDAWAY ROOFING CO. LTD. SASS MANUFACTURING LIMITED WATSON CONCRETE PRODUCTS LIMITED	
386345	1982/12/16	DEPOSIT				C
386346	1982/12/16	TRANSFER	$460,000	ONTARIO DEVELOPMENT CORPORATION	CHROME-TEK PLASTICS (1982) LTD.	C
REMARKS: UNDER P.OF S.AS IN 373371						
436801	1986/10/14	CHARGE	$1,000,000	CHROME-TEK PLASTICS (1982) LTD.	ANZ BANK CANADA SWISS BANK CORP. (CANADA)	C
440610	1987/01/30	CHARGE	$1,500,000	CHROME-TEK PLASTICS (1982) LTD.	LLOYDS BANK CANADA	C
440611	1987/01/30	NO SEC INTEREST		LLOYDS BANK CANADA	CHROME-TEK PLASTICS (1982) LTD.	C
442816	1987/04/01	CHARGE	$300,000	CHROME-TEK PLASTICS (1982) LTD.	ANZ BANK CANADA	C
443158	1987/04/10	AGREEMENT		LLOYDS BANK CANADA	ANZ BANK CANADA	C
443159	1987/04/10	AGREEMENT		LLOYDS BANK CANADA	ANZ BANK CANADA	C
454425	1988/01/07	CONSTRUCTION LIEN	$35,856	CHROME-TEK PLASTICS (1982) LTD.	O'PHEE MECHANICAL LTD.	C
455615	1988/02/15	CERT A CONST LIEN	$11,856	SCO	O'PHEE MECHANICAL LTD.	C
REMARKS: RE:454425						
456258	1988/03/03	NOTICE OF LEASE	$44,813	POWER LINE CONSTRUCTION LTD.	CHROME-TEK PLASTICS (1982) LTD.	C
461480	1988/06/30	DEPOSIT				C
461481	1988/06/30	TRANSFER		ANZ BANK CANADA SWISS BANK CORP. (CANADA)	MANCHESTER PLASTICS LTD.	C
466191	1988/10/14	TRANSFER		MANCHESTER PLASTICS, LTD.	782793 ONTARIO LTD.	C
496219	1990/10/25	DEBENTURE	$1,313,100	TRIMPLAS, INC.	ROYNAT INC.	C
517597	1992/06/05	DEPOSIT		FIELDS, ROBERT NORMAN KIRWIN, JOHN C. MACQUARRIE, FAYE		C
REMARKS: RE: 496219						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
517598	1992/06/05	TRANS POWER SALE	$1,150,000	ROYNAT INC.	939513 ONTARIO LTD.	C
REMARKS: RE: 496219						
550774	1995/02/09	CONSTRUCTION LIEN	$7,800	939513 ONTARIO LIMITED	ROBERTSON, ROBERT NORTHERN MECHANICAL SERVICES (COB)	C
551404	1995/03/09	CERTIFICATE	$8,346	ONTARIO COURT (GENERAL DIVISION)	ROBERTSON, ROBERT NORTHERN MECHANICAL SERVICES (COB)	C
REMARKS: 550774						
586356	1998/10/30	TRANSFER	$1,025,000	939513 ONTARIO LIMITED	1078285 ONTARIO INC.	C
REMARKS: PLANNING ACT STATEMENT						
603275	2000/10/13	COURT ORDER		SUPERIOR COURT OF ONTARIO		C
REMARKS: 550774 & 551404						
643241	2005/05/03	TRANSFER	$550,000	A.P. PLASMAN INC.	1147048 ONTARIO LIMITED	C
643242	2005/05/03	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1147048 ONTARIO LIMITED	BUSINESS DEVELOPMENT BANK OF CANADA	
655554	2007/04/26	LR'S AMENDMENT				C
REMARKS: TO BRING FORWARD HISTORICAL DOCUMENTS						
665246	2009/06/03	CHARGE		*** COMPLETELY DELETED *** 1147048 ONTARIO LIMITED	HENGSPERGER, STEVE LESLIE	
R670670	2013/07/26	NOTICE OF LEASE	$2	1147048 ONTARIO LIMITED	A.P. PLASMAN INC.	C
R670676	2013/08/15	ASSIGNMENT GENERAL		*** COMPLETELY DELETED *** 1147048 ONTARIO LIMITED	BUSINESS DEVELOPMENT BANK OF CANADA	
REMARKS: 643242						
R671058	2018/07/09	SURRENDER		A.P. PLASMAN INC.		C
REMARKS: R670670						
R671059	2018/07/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** HENGSPERGER, STEVE LESLIE		
REMARKS: 665246.						
R671060	2018/07/09	TRANSFER	$1,175,000	1147048 ONTARIO LIMITED	CROSSHAIR VENTURES INC.	C
REMARKS: PLANNING ACT STATEMENTS.						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
R671081	2018/10/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
REMARKS: 643242.						
R671082	2018/10/04	TRANSFER	$1	1147048 ONTARIO LIMITED	CROSSHAIR VENTURES INC.	C
R671135	2019/05/31	CHARGE	$20,000,000	2472602 ONTARIO INC	SF V BRIDGE III, LP	C
CORRECTIONS: PARTY TO NAME CHANGED FROM SF B BRIDGE III, LP TO SF V BRIDGE III, LP ON 2019/06/03 AT 13:45 BY ONEILL, LOUISE.						
R671136	2019/05/31	DEBENTURE	$1	2472602 ONTARIO INC.	SF V BRIDGE III, LP	C

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK 672

PIN CREATION DATE:
1992/09/14

OWNERS' NAMES
2472602 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1992/09/14 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1992/09/14						
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1992/06/28 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 1992/09/14 ***						
105988	1958/05/02	BYLAW				C
179329	1963/04/10	BYLAW				C
275070	1968/09/17	BYLAW				C
33R3843	1979/06/22	PLAN REFERENCE				C
551479	1979/07/26	REST COV APL ANNEX		*** COMPLETELY DELETED ***		
551487	1979/07/26	CHARGE		*** COMPLETELY DELETED ***	THE CANADA TRUST COMPANY	
571491	1980/05/06	LEASE		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
589216	1981/01/19	DEED TRUST MORT		*** COMPLETELY DELETED ***		
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1981/10/29' TO '1981/10/19' ON 1992/11/16 BY DAVID DONOVAN. 'DATE OF REGN.' CHANGED FROM '1981/10/19' TO '1981/01/19' ON 1992/11/16 BY DAVID DONOVAN.						
589217	1981/01/19	DEED TRUST MORT		*** COMPLETELY DELETED ***		
707459	1985/08/09	TRANSFER		*** COMPLETELY DELETED ***	633258 ONTARIO LIMITED	
832879	1989/04/13	CHARGE		*** COMPLETELY DELETED ***	ROYAL LIFE INSURANCE CO. OF CANADA	
832880	1989/04/13	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***	ROYAL LIFE INSURANCE CO. OF CANADA	
REMARKS: RE: 832879						
867842	1990/05/15	AGREEMENT		*** COMPLETELY DELETED ***		
REMARKS: RE: 551487						
867843	1990/05/15	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
REMARKS: RE: 551487						
913255	1992/05/26	NOTICE		*** COMPLETELY DELETED ***		
LT302352	1993/05/03	DISCHARGE OF LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF REVENUE		
REMARKS: 913255						
LT303041	1993/05/07	APL (GENERAL)		*** COMPLETELY DELETED *** 633258 ONTARIO LIMITED	COLABA INC.	
LT303042	1993/05/07	TRANSFER		*** COMPLETELY DELETED *** COLABA INC.	HAL LAND CORPORATION	
LT303043	1993/05/07	CHARGE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	G.M.S. MORTGAGE INVESTMENT CORPORATION NATIONAL TRUST	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					COMPANY	
				HALPENNY, DONALD HALPENNY, ELIZABETH LOUISE HALPENNY, DONALD RAY		
LT303044	1993/05/07	CHARGE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	RICHARDSON INVESTMENT CORPORATION 1025130 ONTARIO LIMITED	
LT303045	1993/05/10	APL (GENERAL)		*** COMPLETELY DELETED *** COLABA INC.		
REMARKS: 648995						
LT303046	1993/05/10	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
LT303266	1993/05/11	NOTICE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	RICHARDSON INVESTMENT CORPORATION 1025130 ONTARIO LIMITED	
REMARKS: LT303044						
LT303391	1993/05/13	NOTICE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	THE CANADA TRUST COMPANY	
REMARKS: 551487						
LT308546	1993/06/25	NOTICE		*** COMPLETELY DELETED *** CINRAN PLASTICS INC.	BANK OF MONTREAL	
LT309174	1993/06/29	NOTICE		COLABA INC.	THE CORPORATION OF THE CITY OF LONDON	C
LT310047	1993/06/30	CHARGE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	IMPERIAL LIFE ASSURANCE COMPANY OF CANADA	
CORRECTIONS: 'CHARGEE' CHANGED FROM 'IMPERIAL LIFE ASSURANCE COMPANY' TO 'IMPERIAL LIFE ASSURANCE COMPANY OF CANADA' ON 2001/04/24 BY PHYLLIS KENNEDY FISCHER. 'CHARGEE: OF CANADA' DELETED ON 2001/04/24 BY PHYLLIS KENNEDY FISCHER.						
LT310048	1993/06/30	NOTICE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	IMPERIAL LIFE ASSURANCE COMPANY OF CANADA	
REMARKS: LT310047						
LT310049	1993/06/30	POSTPONEMENT		*** COMPLETELY DELETED *** G.M.S. MORTGAGE INVESTMENT CORPORATION NATIONAL TRUST COMPANY	IMPERIAL LIFE ASSURANCE COMPANY OF CANADA	
REMARKS: LT303043 TO LT310047						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT310050	1993/06/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** RICHARDSON INVESTMENT CORPORATION 1025130 ONTARIO LIMITED		
REMARKS: RE: LT303044						
LT310744	1993/07/09	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** RYDT BROTHERS LIMITED		
LT318774	1993/09/17	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** 592897 ONTARIO LTD. O/A G.S. MORTON ASSOCIATES		
LT319188	1993/09/23	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** 592897 ONTARIO LTD. O/A G.S. MORTON & ASSOCIATES		
REMARKS: LT318774						
LT320888	1993/10/06	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
LT333838	1994/02/01	CHARGE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	1024685 ONTARIO INC.	
LT333839	1994/02/01	NOTICE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	1024685 ONTARIO INC.	
REMARKS: LT333838						
LT335454	1994/02/18	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** RYDT BROTHERS LIMITED		
REMARKS: LT310744						
LT335880	1994/02/23	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
LT340255	1994/04/06	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
LT351174	1994/06/24	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
LT457347	1997/01/31	NOTICE		*** COMPLETELY DELETED *** CINRAN PLASTICS INC.	COMPRESSOR ENGINEERING GROUP INC.	
LT485404	1997/08/15	CONSTRUCTION LIEN		*** COMPLETELY DELETED ***		

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				SUTHERLAND-SCHULTZ INC.		
LT551403	1999/01/07	NOTICE OF LEASE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	GROVE PACKAGING INC.	
ER1155	1999/02/02	NOTICE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	THE IMPERIAL LIFE ASSURANCE COMPANY OF CANADA	
REMARKS: LT551403						
ER53104	2000/03/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** 1024685 ONTARIO INC.		
REMARKS: RE: LT333838						
ER99479	2001/04/02	CHARGE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	THE MANUFACTURERS LIFE INSURANCE COMPANY	
ER99480	2001/04/02	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HAL LAND CORPORATION	THE MANUFACTURERS LIFE INSURANCE COMPANY	
REMARKS: ER99479						
ER99481	2001/04/02	APL DELETE REST		*** COMPLETELY DELETED ***	HAL LAND CORPORATION	
REMARKS: RE: 551479						
ER99482	2001/04/02	NO DET/SURR LEASE		*** COMPLETELY DELETED ***	HAL LAND CORPORATION	
REMARKS: RE: 571491						
ER99483	2001/04/02	NO DET/SURR LEASE		*** COMPLETELY DELETED ***	HAL LAND CORPORATION	
REMARKS: RE: LT551403						
ER99706	2001/04/03	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	BANK OF MONTREAL	
REMARKS: RE: LT308546						
ER101062	2001/04/18	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	COMPRESSOR ENGINEERING GROUP INC.	
REMARKS: RE: LT457347						
ER102125	2001/04/26	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	SUTHERLAND-SCHULTZ INC.	
REMARKS: RE: LT485404						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER107036	2001/05/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** IMPERIAL LIFE ASSURANCE COMPANY OF CANADA		
REMARKS: RE: LT310047						
ER762981	2011/05/05	NOTICE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	THE MANUFACTURERS LIFE INSURANCE COMPANY	
REMARKS: ER99479						
ER1049077	2016/06/30	CHARGE		*** COMPLETELY DELETED *** HAL LAND CORPORATION	YOUR NEIGHBOURHOOD CREDIT UNION LIMITED	
ER1049078	2016/06/30	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** HAL LAND CORPORATION	YOUR NEIGHBOURHOOD CREDIT UNION LIMITED	
REMARKS: ER1049077						
ER1051331	2016/07/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY		
REMARKS: ER99479.						
ER1208522	2018/11/30	TRANSFER	$6,100,000	HAL LAND CORPORATION	2472602 ONTARIO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
ER1208641	2018/12/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** YOUR NEIGHBOURHOOD CREDIT UNION LIMITED		
REMARKS: ER1049077.						
ER1233648	2019/05/13	CHARGE	$5,000,000	2472602 ONTARIO INC.	STONE QUEST CAPITAL CORP.	C
ER1233652	2019/05/13	NO ASSGN RENT GEN		2472602 ONTARIO INC.	STONE QUEST CAPITAL CORP.	C
REMARKS: ER1233648						
ER1266760	2019/10/25	NOTICE		2472602 ONTARIO INC.	STONE QUEST CAPITAL CORP.	
ER1267821	2019/10/30	CHARGE	$2,200,000	2472602 ONTARIO INC.	PHILIPP, KATHLEEN GLYNN	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY 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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 00528-0095

PIN CREATION DATE:
2016/01/19

OWNERS' NAMES	CAPACITY	SHARE
2642466 ONTARIO INC.	ROWN	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/01/19 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 2005/11/21 ***						
24R872	1974/09/13	PLAN REFERENCE				C
277488	1974/11/01	TRANSFER EASEMENT	$1,291	MOTOR WHEEL CORPORATION OF CANADA LTD.	UNION GAS LIMITED	C
483252	1989/11/24	BYLAW		CITY OF CHATHAM		C
REMARKS: BYLAW 9624						
24R5827	1997/01/08	PLAN REFERENCE				C
CK100185	2014/10/20	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** HREIT HOLDINGS 21 CORPORATION	1375175 ONTARIO INC.	
REMARKS: PLANNING ACT STATEMENTS.						
CK112179	2015/10/16	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1375175 ONTARIO INC.	LIBRO CREDIT UNION LIMITED	
CK114311	2015/12/16	NOTICE		*** DELETED AGAINST THIS PROPERTY *** 1375175 ONTARIO INC.	THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CK121343	2016/07/20	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT		
REMARKS: CK114311.						
CK134022	2017/07/19	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** 1375175 ONTARIO INC.	WARRENER PROPERTIES INC.	
CK149082	2018/09/07	TRANSFER	$6,500,000	WARRENER PROPERTIES INC.	2642466 ONTARIO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
CK149083	2018/09/07	CHARGE		*** COMPLETELY DELETED *** 2642466 ONTARIO INC.	WARRENER PROPERTIES INC.	
CK149430	2018/09/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIBRO CREDIT UNION LIMITED		
REMARKS: CK112179.						
CK158944	2019/05/31	CHARGE	$20,000,000	2642466 ONTARIO INC.	STABILIS GP V, LLC	C
CK159056	2019/06/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** WARRENER PROPERTIES INC.		
REMARKS: CK149083.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

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

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN 378038. PLANNING ACT CONSENT AS IN 246069.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 00528-0126

PIN CREATION DATE:
2005/11/21

OWNERS' NAMES: 2472602 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2005/11/18 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **						
171785	1966/05/13	BYLAW		CITY OF CHATHAM		C
REMARKS: BYLAW 5564, SUBDIVISION CONTROL						
369705	1981/03/11	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** C-I-L INCORPORATED	448140 ONTARIO INCORPORATED	
24R2934	1981/10/01	PLAN REFERENCE				C
Z628944	2003/10/30	REST COV APL ANNEX		*** COMPLETELY DELETED ***		
628944	2003/10/30	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** LOBLAW PROPERTIES LIMITED	1137036 ONTARIO LTD.	
628945	2003/10/30	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1137036 ONTARIO LTD.	WOODSLEE CREDIT UNION LIMITED	
628946	2003/10/30	ASSIGNMENT GENERAL		*** DELETED AGAINST THIS PROPERTY *** 1137036 ONTARIO LTD.	WOODSLEE CREDIT UNION LIMITED	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: 628945						
646332	2005/08/23	DISCH PART CHARGE		*** DELETED AGAINST THIS PROPERTY *** THE BANK OF NOVA SCOTIA		
REMARKS: RE: 368225 AS PER DISCHARGE 646332 THE MORTGAGE REGISTERED AS 368225 DOES NOT AFFECT THIS PIN. THEREFORE THE DISCHARGE CANNOT DISCHARGE IF IT DOES NOT EXIST ON THIS PIN. DELETED 3 FEB 17. MW						
CK3429	2006/06/30	CHARGE		*** COMPLETELY DELETED *** 1137036 ONTARIO LTD.	UNITED COMMUNITIES CREDIT UNION LIMITED	
CK11313	2007/03/05	CHARGE		*** COMPLETELY DELETED *** 1137036 ONTARIO LTD.	UNITED COMMUNITIES CREDIT UNION LIMITED	
CK11314	2007/03/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1137036 ONTARIO LTD.	UNITED COMMUNITIES CREDIT UNION LIMITED	
REMARKS: RENTS CK11313						
CK12337	2007/04/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** WOODSLEE CREDIT UNION LIMITED		
REMARKS: RE: 628945, 628946						
CK12338	2007/04/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** UNITED COMMUNITIES CREDIT UNION LIMITED		
REMARKS: RE: CK3429						
CK40554	2009/11/04	NOTICE OF LEASE		*** COMPLETELY DELETED *** MCKESSON CANADA CORPORATION	1137036 ONTARIO LTD.	
CK42177	2010/01/08	APL CH NAME OWNER		*** COMPLETELY DELETED *** 1137036 ONTARIO LTD.	1741098 ONTARIO INC.	
CK86929	2013/08/15	NOTICE OF LEASE		*** COMPLETELY DELETED *** 1741098 ONTARIO INC.	SOLAR POWER NETWORK INC.	
CK100141	2014/10/17	CHARGE		*** COMPLETELY DELETED *** 1741098 ONTARIO INC.	WINDSOR FAMILY CREDIT UNION LIMITED	
CK100142	2014/10/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1741098 ONTARIO INC.	WINDSOR FAMILY CREDIT UNION LIMITED	
REMARKS: TO BE DELETED UPON THE DELETION OF CK10041						
CK103849	2015/02/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIBRO CREDIT UNION LIMITED		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: CK11313.						
CK128527	2017/02/10	APL (GENERAL)		*** COMPLETELY DELETED *** 1741098 ONTARIO INC.		
REMARKS: DELETING CK40554						
CK128528	2017/02/10	APL (GENERAL)		*** COMPLETELY DELETED *** 1741098 ONTARIO INC.		
REMARKS: DELETING 369705						
CK128529	2017/02/10	APL DELETE REST		*** COMPLETELY DELETED *** 1741098 ONTARIO INC.		
REMARKS: Z628944.						
CK128569	2017/02/13	NO DET/SURR LEASE		*** COMPLETELY DELETED *** SOLAR POWER NETWORKS INC.	1741098 ONTARIO INC.	
REMARKS: CK86929.						
CK128600	2017/02/14	TRANSFER	$2,000,000	1741098 ONTARIO INC.	CROSSHAIR VENTURES INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
CK129063	2017/03/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** WINDSOR FAMILY CREDIT UNION LIMITED		
REMARKS: CK100141.						
CK158450	2019/05/21	APL CH NAME OWNER		CROSSHAIR VENTURES INC.	2472602 ONTARIO INC.	C
CK158943	2019/05/31	CHARGE	$20,000,000	2472602 ONTARIO INC.	STABILIS GP V, LLC	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: FIRSTLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 2, 3, 4 & 5 24R9361; SECONDLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 4 & 5 24R7621 EXCEPT PARTS 1, 2, 3, 4 & 5 24R9361; SUBJECT TO AN EASEMENT OVER PT 4 24R9361 IN FAVOUR OF PT LT 20 CON 1 RALEIGH PT 1 24R1643 AS IN 340724; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 1 24R1855 AS IN 164642; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 24R9361 AS IN 576414; SUBJECT TO AN EASEMENT OVER PART 3 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT AS IN 164642; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 3 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; MUNICIPALITY CHATHAM-KENT

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT CK68020.

ESTATE/QUALIFIER: FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY: CONSOLIDATION FROM 00528-0212, 00528-0213

PIN CREATION DATE: 2019/04/11

OWNERS' NAMES: 2472602 ONTARIO INC.

CAPACITY: ROWN

SHARE:

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2019/04/11 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 2005/11/21 ***						
171785	1966/05/13	BYLAW		CITY OF CHATHAM		C
REMARKS: BYLAW 5564, SUBDIVISION CONTROL						
340724	1979/01/02	AGREEMENT	$1	EATON YALE LTD. (1ST PT.) UNION GAS LIMITED (3RD PT.)	MAJOR HOLDINGS & DEVELOPMENTS LIMITED	C
576414	1997/10/27	TRANSFER EASEMENT	$4,910	EATON YALE LTD.	UNION GAS LIMITED	C
24R7621	2004/09/20	PLAN REFERENCE				C
24R9361	2012/01/24	PLAN REFERENCE				C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CK68033	2012/02/10	APL ANNEX REST COV		1659580 ONTARIO INC. TATRO HORIZONS LTD.		C
CK123204	2016/09/08	TRANSFER	$1,950,000	3033550 NOVA SCOTIA LIMITED	CROSSHAIR VENTURES INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
CK123205	2016/09/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CROSSHAIR VENTURES INC.	LIBRO CREDIT UNION LIMITED	
CK123208	2016/09/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** CROSSHAIR VENTURES INC.	LIBRO CREDIT UNION LIMITED	
REMARKS: CK123205						
CK156587	2019/03/29	APL CH NAME OWNER		CROSSHAIR VENTURES INC.	2472602 ONTARIO INC.	C
CK156588	2019/03/29	TRANSFER	$1	2472604 ONTARIO LIMITED	2472602 ONTARIO INC.	C
CK156589	2019/03/29	APL CONSOLIDATE		2472602 ONTARIO INC.		C
CK158943	2019/05/31	CHARGE	$20,000,000	2472602 ONTARIO INC.	STABILIS GP V, LLC	C
CK160017	2019/06/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIBRO CREDIT UNION LIMITED		
REMARKS: CK123205.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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EXHIBIT "T"

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Enquiry Result

File Currency: **17NOV 2019**

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Type of Search	Business Debtor							
Search Conducted On	AGMEDICA BIOSCIENCE INC.							
File Currency	17NOV 2019							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	751105791	1	3	1	3	10MAY 2020		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**	
751105791		001	1		20190510 1545 1590 6520	P PPSA	1	
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	AGMEDICA BIOSCIENCE INC.							
	Address				**City**		**Province**	**Postal Code**
	111 HERITAGE ROAD, SUITE 200				CHATHAM		ON	N7M 5W7
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address				**City**		**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**							
	STONE QUEST CAPITAL CORP.							
	Address				**City**		**Province**	**Postal Code**
	5096 SOUTH SERVICE ROAD, SUITE 102				BURLINGTON		ON	L7L 5H4
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			
Motor Vehicle Description	**Year**	**Make**			**Model**		**V.I.N.**	
General Collateral Description	**General Collateral Description**							
	GENERAL SECURITY AGREEMENT							
Registering Agent	**Registering Agent**							
	LOOPSTRA NIXON LLP / REXLAW (NICKY)							

	Address	City	Province	Postal Code
	600-135 QUEENS PLATE DRIVE	ETOBICOKE	ON	M9W 6V7

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	AGMEDICA BIOSCIENCE INC.						
File Currency	17NOV 2019						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	751463964	2	3	2	3	22MAY 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
751463964		001	001		20190522 1539 1862 9815	P PPSA	5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	AGMEDICA BIOSCIENCE INC.				
	Address		**City**	**Province**	**Postal Code**
	111 HERITAGE ROAD, SUITE 200		CHATHAM	ON	N7M 5W7
Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	SF V BRIDGE III, LP			
	Address	**City**	**Province**	**Postal Code**
	767 FIFTH AVENUE, 12TH FLOOR	NEW YORK	NY	10153

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
				X	X				

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**			
	BORDEN LADNER GERVAIS LLP (S.B. PEARLMAN)			
	Address	**City**	**Province**	**Postal Code**
	22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	AGMEDICA BIOSCIENCE INC.							
File Currency	17NOV 2019							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	756539451	3	3	3	3	16OCT 2021		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
756539451		001	1		20191016 0846 1590 7509	P PPSA	2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	AGMEDICA BIOSCIENCE INC.				
	Address		City	Province	Postal Code
	111 HERITAGE ROAD, SUITE 200		CHATHAM	ON	N7M 5W7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	KATHLEEN GLYNN PHILIPP			
	Address	City	Province	Postal Code
	VIA DEI PILASTRI 25, 2ND FLOOR	FIRENZE IT	ITA	50121

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	AIRD & BERLIS LLP (BANKING)			
	Address	City	Province	Postal Code
	BROOKFIELD PLACE, SUITE 1800 181 BAY STR	TORONTO	ON	M5J 2T9

LAST PAGE

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Main Menu New Enquiry

Enquiry Result

File Currency: **17NOV 2019**

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Type of Search	Business Debtor							
Search Conducted On	2472602 ONTARIO INC.							
File Currency	17NOV 2019							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	751105692	1	3	1	4	10MAY 2020		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**		**Registered Under**	**Registration Period**
751105692		001	1		20190510 1543 1590 6517		P PPSA	1
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	2472602 ONTARIO INC.						2472602	
	Address				**City**		**Province**	**Postal Code**
	111 HERITAGE ROAD, SUITE 200				CHATHAM		ON	N7M 5W7
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address				**City**		**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**							
	STONE QUEST CAPITAL CORP.							
	Address				**City**		**Province**	**Postal Code**
	5096 SOUTH SERVICE ROAD, SUITE 102				BURLINGTON		ON	L7L 5H4

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**
General Collateral Description	**General Collateral Description**			
	GENERAL SECURITY AGREEMENT			
Registering Agent	**Registering Agent**			
	LOOPSTRA NIXON LLP / REXLAW (NICKY)			

	Address	City	Province	Postal Code
	600-135 QUEENS PLATE DRIVE	ETOBICOKE	ON	M9W 6V7

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	2472602 ONTARIO INC.							
File Currency	17NOV 2019							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	751105755	2	3	2	4	10MAY 2020		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
751105755		001	2		20190510 1544 1590 6519	P PPSA	1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	2472602 ONTARIO INC.			2472602
	Address	City	Province	Postal Code
	111 HERITAGE ROAD, SUITE 200	CHATHAM	ON	N7M 5W7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	STONE QUEST CAPITAL CORP.			
	Address	City	Province	Postal Code
	5096 SOUTH SERVICE ROAD, SUITE 102	BURLINGTON	ON	L7L 5H4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	GENERAL ASSIGNMENT OF RENTS WITH RESPECT TO THE PROPERTY IDENTIFIED
	AS PIN 08203-0125 (LT), LEGALLY DESCRIBED AS PART LOT 13 AND PART
	NORTH 1/2 LOT 12 CONCESSION 3, DESIGNATED PART 2, 33R3843,

Registering Agent	Registering Agent			
	LOOPSTRA NIXON LLP / REXLAW (NICKY)			
	Address	City	Province	Postal Code
	600-135 QUEENS PLATE DRIVE	ETOBICOKE	ON	M9W 6V7

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	2472602 ONTARIO INC.						
File Currency	17NOV 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	751105755	2	3	3	4	10MAY 2020	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
751105755		002	2		20190510 1544 1590 6519		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code
Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	LONDON/WESTMINSTER, AND MUNICIPALLY KNOWN AS 1095 WILTON GROVE ROAD,
	LONDON, ONTARIO

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	2472602 ONTARIO INC.						
File Currency	17NOV 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	751463937	3	3	4	4	22MAY 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
751463937		001	001		20190522 1539 1862 9813	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	2472602 ONTARIO INC.			
	Address	City	Province	Postal Code
	111 HERITAGE ROAD, SUITE 200	CHATHAM	ON	N7M 5W7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	SF V BRIDGE III, LP			
	Address	City	Province	Postal Code
	767 FIFTH AVENUE, 12TH FLOOR	NEW YORK	NY	10153

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	BORDEN LADNER GERVAIS LLP (S.B. PEARLMAN)			
	Address	City	Province	Postal Code
	22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

LAST PAGE

Note: All pages have been returned.

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Enquiry Result

File Currency: **17NOV 2019**

All Pages

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	2642466 ONTARIO INC.							
File Currency	17NOV 2019							
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**	
	751463946	1	1	1	1	22MAY 2024		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**		**Registration Number**	**Registered Under**	**Registration Period**
751463946		001	001			20190522 1539 1862 9814	P PPSA	5
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	2642466 ONTARIO INC.							
	Address				**City**		**Province**	**Postal Code**
	111 HERITAGE ROAD, SUITE 200				CHATHAM		ON	N7M 5W7
Individual Debtor	**Date of Birth**		**First Given Name**		**Initial**		**Surname**	
Business Debtor	**Business Debtor Name**						**Ontario Corporation Number**	
	Address				**City**		**Province**	**Postal Code**
Secured Party	**Secured Party / Lien Claimant**							
	SF V BRIDGE III, LP							
	Address				**City**		**Province**	**Postal Code**
	767 FIFTH AVENUE, 12TH FLOOR				NEW YORK		NY	10153
Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			
Motor Vehicle Description	**Year**	**Make**			**Model**		**V.I.N.**	
General Collateral Description	**General Collateral Description**							
Registering Agent	**Registering Agent**							
	BORDEN LADNER GERVAIS LLP (S.B. PEARLMAN)							

	Address	City	Province	Postal Code
	22 ADELAIDE STREET WEST	TORONTO	ON	M5H 4E3

LAST PAGE

Note: All pages have been returned.

BACK TO TOP

All Pages

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Web Page ID: **WEnqResult** System Date: **18NOV2019** Last Modified: November 03, 2019

ServiceOntario

Business Debtor Enquiry

File Currency: **17NOV 2019**

Search Criteria: WELLWORTH HEALTH CORP.
No Match.
No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

Web Page ID: **WNoMatch001** System Date: **18NOV2019** Last Modified: November 03, 2019

Business Debtor Enquiry

File Currency: **17NOV 2019**

Search Criteria: 11201336 CANADA INC.
No Match.
No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

Web Page ID: **WNoMatch001** System Date: **18NOV2019** Last Modified: November 03, 2019

ServiceOntario

Business Debtor Enquiry

File Currency: **17NOV 2019**

Search Criteria: 8895309 CANADA INC.
No Match.
No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

Web Page ID: **WNoMatch001** System Date: **18NOV2019** Last Modified: November 03, 2019

Business Debtor Enquiry

File Currency: **17NOV 2019**

Search Criteria: 8050678 CANADA INC.
No Match.
No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

Web Page ID: **WNoMatch001** System Date: **18NOV2019** Last Modified: November 03, 2019

Business Debtor Enquiry

File Currency: **17NOV 2019**

Search Criteria: 8326851 CANADA INC.
No Match.
No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

Web Page ID: **WNoMatch001** System Date: **18NOV2019** Last Modified: November 03, 2019

Business Debtor Enquiry

File Currency: **17NOV 2019**

Search Criteria: WORLDWIDE BEVERAGE INNOVATIONS INC.
No Match.
No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

Web Page ID: **WNoMatch001** System Date: **18NOV2019** Last Modified: November 03, 2019

ServiceOntario

Business Debtor Enquiry

File Currency: **17NOV 2019**

Search Criteria: TAVIVAT NATURALS INC.
No Match.
No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

Web Page ID: **WNoMatch001** System Date: **18NOV2019** Last Modified: November 03, 2019

Business Debtor Enquiry

File Currency: **17NOV 2019**

Search Criteria: ESEELA INC.
No Match.
No registered financing statement or registered claim for lien was found for this enquiry.

New Enquiry

Web Page ID: **WNoMatch001** System Date: **18NOV2019** Last Modified: November 03, 2019

EXHIBIT “U”

THIS CERTIFICATE AND THE SECURITIES REPRESENTED HEREBY ARE NOT TRANSFERABLE EXCEPT (I) PURSUANT TO AN EXEMPTION FROM THE PROSPECTUS REQUIREMENTS CONTAINED IN THE APPLICABLE CANADIAN PROVINCIAL SECURITIES LEGISLATION AND (II) IN ACCORDANCE WITH THE RESTRICTIONS ON TRANSFER SET OUT HEREIN.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (i) APRIL 13, 2017 AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

2018 UNSECURED CONVERTIBLE DEBENTURE

AGMEDICA BIOSCIENCE INC.
(the "**Corporation**")

Issued to:	[redacted]
Address:	[redacted]
Email Address:	[redacted]
Principal Amount:	$125,000
Issue Date:	April 17, 2018
Maturity Date:	April 17, 2021

Capitalized terms used herein and not defined herein, shall have the meaning ascribed to such terms in Schedule A attached to this Debenture.

1. **Indebtedness**. Subject to the terms and conditions of this Debenture, the Corporation for value received hereby promises to pay to the Debentureholder, at its address specified above on the Maturity Date, the Principal Amount, or such balance from time to time outstanding thereon, in the manner hereinafter provided, together with all other moneys which may from time to time be owing hereunder or pursuant hereto.

2. **Interest**. Subject to the terms and conditions of this Debenture, until this Debenture is converted pursuant to Section 4, the principal amount of this Debenture shall bear and accrue interest at a rate of 7.0% per annum, which interest shall be compounded quarterly, not in advance, and which interest shall be payable semi-annually in arrears on June 30 and December 30 or such next following Business Day if such date is not a Business Day ("**Interest**").

3. **Repayment / Redemption.**

   (a) Repayment. This Debenture and the Principal Amount or such balance from time to time outstanding thereon and any accrued but unpaid Interest shall only be repayable in accordance with this Section 3, Section 10 or converted in accordance with Section 4.

(b) Repayment on Maturity. On the Maturity Date, the Principal Amount or such balance outstanding thereof shall be repaid to the Debentureholder together with accrued but unpaid Interest thereon.

(c) Redemption. At any time following the Optional Conversion Date, the Corporation may redeem all or any portion of the outstanding Principal Amount of this Debenture (the "**Redemption Amount**"), in multiples of $1,000 together with accrued and unpaid Interest up to but excluding the Redemption Date as follows:

(i) The Corporation shall give fifteen (15) days' prior written notice of the Corporation's election to redeem all or part of the Debenture to the Debentureholder provided however, that the Corporation is prohibited from exercising its right to redeem all or part of this Debenture unless the Corporation redeems at the same time the pro rata portion of the principal amount of all outstanding 2018 Unsecured Convertible Debentures. The date set out in such notice as the date of redemption being the "**Redemption Date**".

(ii) Interest on the Redemption Amount shall cease to be payable from and after the Redemption Date and the right to convert the Principal Amount and any accrued and unpaid Interest of the portion of the Debenture to be redeemed will terminate and expire at 3:00 p.m. (eastern time) on the Business Day immediately preceding the Redemption Date.

(iii) In the event of any partial redemption of the Debenture, the Debentureholder shall surrender the Debenture to the Corporation, and the Corporation shall cancel the same and shall, without charge, forthwith deliver to the Debentureholder a new Debenture in an aggregate Principal Amount equal to the unredeemed part of the Principal Amount of this Debenture so surrendered upon the same terms and conditions as this Debenture.

(iv) Notwithstanding that the Corporation has given a notice of redemption to the Debentureholder, the Debentureholder shall be entitled to convert all or a part of the Principal Amount and accrued and unpaid Interest prior to the Redemption Date provided that such redemption is effected in the manner set out in Section 4.

4. **Conversion.**

(a) Conversion.

(i) *Voluntary Conversion.* At any time subsequent to the Optional Conversion Date and prior to the earlier of (i) a Qualifying Go-Public Event and (ii) 3:00 p.m. (eastern time) on the Maturity Date, the Debentureholder shall have the right, at its option, whether before or after the occurrence of an Event of Default, to convert all but not less than all of the Principal Amount then outstanding plus any accrued and unpaid Interest then outstanding into that number of Common Shares in the capital of the Corporation ("**Common Shares**") obtained by dividing the Principal Amount then outstanding plus any accrued and unpaid Interest then outstanding by the Optional Conversion Price in full satisfaction of all amounts due under this Debenture (the "**Voluntary Conversion Right**"). If the Debentureholder elects to exercise its Voluntary Conversion Right, it shall do so by delivering to the Corporation a duly executed voluntary conversion notice in the form attached as

Schedule B to this Debenture (a "**Voluntary Conversion Notice**") together with this Debenture.

(ii) *Automatic Conversion.* Immediately prior to the completion of a Qualifying Go-Public Event, all of the Principal Amount then outstanding and any accrued and unpaid Interest shall be automatically converted into that number of Common Shares obtained by dividing the Principal Amount then outstanding, plus any accrued and unpaid Interest then outstanding by the Go-Public Conversion Price in full satisfaction of all amounts due under this Debenture.

(iii) *Issuance of Common Shares on Conversion.* Following a conversion of this Debenture, the Corporation will, subject to the Debentureholder's compliance with Section 4(a)(iv) as promptly as practicable, issue to the Debentureholder the number of Common Shares, determined in accordance with this Section 4. Upon the conversion of this Debenture and the receipt by the Debentureholder of the Common Shares, the rights of the Debentureholder hereunder will terminate.

(iv) *Attornment to Shareholders' Agreement.* Upon the conversion of this Debenture, the Debentureholder shall, if not already a party, be deemed to become a party to and be bound by, and the Common Shares issuable hereunder shall be subject to any then applicable shareholders' agreement among the shareholders of the Corporation. The Debentureholder shall execute and deliver to the Corporation all instruments, in form and substance satisfactory to the Corporation, to acknowledge and confirm the foregoing as a condition to the delivery of the Common Shares issuable to the Debentureholder.

(b) <u>No Requirement to Issue Fractional Shares</u>. The Corporation is not required to issue fractional Common Shares, as applicable, upon the conversion of this Debenture. If any fractional interest in a Common Share, as applicable, would, but for the provisions of this Section, be deliverable upon the conversion of this Debenture, the number of Common Shares, as applicable, to which the Debentureholder is entitled upon conversion, will be rounded down to the next whole number.

(c) <u>Automatic Conversion Procedure</u>. To implement an automatic conversion, at any time following the announcement of and prior to the completion of a Qualifying Go-Public Event, the Corporation on written notice to the Subscriber (the "**Automatic Conversion Notice**") may require the Subscriber to surrender this Debenture to the Corporation at its registered office which Debenture shall be held in escrow pending the successful closing of such event, at which time the Common Shares or other securities or property issuable thereon shall be issued and released and delivered to the order of or as directed by the Subscriber. If the Subscriber declines to surrender the Debenture, the Corporation or its successor shall be entitled to retain such securities, property or assets until such time as the Subscriber has surrendered the Debenture. In furtherance thereof, the Corporation is also irrevocably and unconditionally authorized, for an on behalf of the Subscriber, to execute and deliver such documents and instruments as may be reasonably requested or required to confirm that the obligations of the Corporation under the Debenture have been satisfied and discharged in full, save and except for the delivery of such security, property or assets to the Subscriber.

5. **Conversion Adjustments**. Subject to Section 5(c), the Optional Conversion Price and the number and kind of shares which may be received upon any conversion of this Debenture shall be subject to adjustment from time to time upon the happening of certain events, as follows:

(a) if and whenever at any time after the date hereof and prior to the date on which all Principal and accrued and unpaid interest has been repaid in full, there shall be (i) any reclassification of the Common Shares at any time outstanding, or (ii) any change of the class of Common Shares into other shares or into other securities, or (iii) a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other corporation (other than a consolidation, amalgamation or merger which does not result in a reclassification of the outstanding Common Shares or a change of the Common Shares into other shares) or (iv) any transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation (any of such events in these clauses (i), (ii), (iii) and (iv) being called a "**Capital Reorganization**"), should the Debentureholder exercise its conversion right pursuant to Section 4(a)(i) after the effective date of such Capital Reorganization, it shall be entitled to receive, and shall accept, in lieu of the number of Common Shares to which it was theretofore entitled upon such exercise, the kind and amount of shares and other securities or property which the Debentureholder would have been entitled to receive as a result of such Capital Reorganization if, on the effective date thereof, the Debentureholder had been the registered holder of the number of Common Shares to which the Debentureholder was theretofore entitled upon exercise of this Debenture immediately prior to such Capital Reorganization. If necessary, appropriate adjustments shall be made in the application of the provisions set forth in this Section 5(a) with respect to the rights and interests thereafter of the Debentureholder to the end that the provisions set forth in this Section 5(a) shall thereafter correspondingly be made applicable as nearly as may reasonably be possible in relation to any shares or other securities or property thereafter deliverable upon the exercise of the conversion right pursuant to Section 4(a)(i). The subdivision or consolidation of any class of the Common Shares at any time outstanding into a greater or lesser number of Common Shares shall be deemed not to be a reclassification of the capital of the Corporation for the purposes of this Subsection 5(a); and

(b) if and whenever at any time after the date hereof and prior to the date on which all Principal and accrued and unpaid interest has been repaid in full, the Corporation shall (i) subdivide, redivide or change the outstanding Common Shares into a greater number of Common Shares, (ii) combine, consolidate or reduce the outstanding Common Shares into a lesser number of Common Shares or any other shares of the Corporation or property or assets of the Corporation, (iii) issue Common Shares or rights, options, warrants or other securities exchangeable for or convertible into Common Shares ("**Convertible Securities**") to the holders of all or substantially all of the outstanding Common Shares by way of stock dividend or other distribution (other than as a dividend paid in the ordinary course on the Common Shares, including where such holder is receiving such securities in lieu of a cash dividend paid in the ordinary course of the Common Shares), or (iv) make a distribution on the outstanding Common Shares payable in Common Shares or Convertible Securities (other than as a dividend paid in the ordinary course) (any of such events in these clauses (i), (ii), (iii) and (iv) being called a "**Share Reorganization**"), any Debentureholder who exercises its conversion right pursuant to Section 4(a)(i) after the effective date of such Share Reorganization shall be entitled to receive, and shall accept, the kind and amount of shares and other securities or property which the Debentureholder would have been entitled to receive if, on the effective date of the Share Reorganization, the Debentureholder had been the registered holder of the number of Common Shares to which the Holder was therefore entitled upon exercise of its conversion right immediately prior to such Share Reorganization.

(c) the adjustments provided for in Section 5(a) and 5(b) are cumulative and shall be made successively whenever an event referred to herein shall occur, provided no adjustment shall be required to be made unless such adjustment results in a change of at least one percent (1%) in the number of Common Shares to which the Debentureholder would be entitled hereunder or, where property other than Common Shares is at issue, then a change of at least one percent (1%) in the value of the Common Shares to which the Debentureholder would be entitled hereunder; and

(d) the Corporation shall from time to time immediately after the occurrence of any event which requires an adjustment in the number of Common Shares into which the outstanding Principal and accrued and unpaid interest hereunder may be converted as provided in Section 4(a)(i), deliver a certificate of an officer of the Corporation to the Debentureholder specifying the nature of the event requiring the adjustment and the amount of the adjustment thereby necessitated and setting forth in reasonable detail the adjusted number of Common Shares, method of calculation and the facts upon which such calculation is based.

6. **Transfer Restrictions/Obligations**. The Debentureholder may transfer and assign this Debenture to any Person, provided that: (i) the Debentureholder notifies the Corporation of such transferee's name and address; (ii) the Debentureholder obtains the prior written consent of the Corporation to the transfer (which consent may be withheld at the sole discretion of the Corporation); (iii) the transferee (if approved by the Corporation) acknowledges in writing to the Corporation its agreement to the terms and conditions of this Debenture, including without limitation the requirements of Section 4(a)(iv); and (iv) any such transfer is effected in compliance with applicable securities laws and the Debentureholder and transferee provides evidence to the Corporation of such compliance in a form acceptable to the Corporation acting reasonably. The terms and conditions of this Debenture shall inure to the benefit of and be binding upon the Debentureholder's successors, assigns, executors, heirs, administrators and personal representatives, as applicable.

7. **Restrictions On Sale Post Qualifying Go-Public Event**. The Debentureholder shall not, without the prior written consent of the Corporation, during the period of 180 days following the effective date of any Qualifying Go-Public Event of the Corporation (or such lesser period as the underwriters of such Qualifying Go-Public Event may consent to), (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares (whether such shares or any such securities are then owned by the holder or are thereafter acquired), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Shares, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Shares or such other securities, in cash or otherwise. The foregoing provisions of this Section 7 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the holders if all officers and directors and greater than one percent (1%) shareholders of the Corporation enter into similar agreements with substantially similar terms. The underwriters in connection with the Qualifying Go-Public Event are intended third party beneficiaries of this covenant and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto; further, the Debentureholder hereby agrees to enter into

written agreement with such underwriters containing terms substantially equivalent to the terms of this Section 7, and the Debentureholder hereby agrees that such underwriters shall be entitled to require the Debentureholder to enter into such a written agreement. Notwithstanding the foregoing, nothing in this Section 7 shall prevent the Debentureholder from making a transfer of any Common Shares that was listed on a national stock exchange or actively traded over-the-counter at the time it was acquired by the Debentureholder, including any shares acquired in the Qualifying Go-Public Event. In order to enforce the foregoing covenant, the Corporation may impose stop-transfer instructions with respect to the securities of the Debentureholder until the end of such period.

8. **Subordination**. By subscribing for this Debenture or accepting an assignment of this Debenture from any person, the Debentureholder hereby agrees to subordinate and postpone the obligations under this Debenture from time to time in favour of any current or future secured creditor of the Corporation (each a "**Senior Lender**") and to execute and deliver such documents and agreements as may be reasonably required by the Corporation or any such Senior Lender from time to time to evidence such subordination and postponement.

9. **Right of Corporation to Create Additional Indebtedness**. Nothing contained in this Debenture shall be construed or interpreted as prohibiting, limiting or restricting the right of the Corporation to: (i) create, assume or incur additional indebtedness or (ii) grant any security interest over its assets.

10. **Payments and Notice**. Any notice required or desired to be given hereunder or under any instrument supplemental hereto shall be in writing and may be given by personal delivery, by facsimile or other means of electronic communication (including by email at the email address set forth on the first page of this Debenture) or by sending the same by registered mail, postage prepaid, to the Debentureholder at its address set forth out on the first page of this Debenture, or to the Corporation at 229 St. Clair Street, Box 208, Chatham, ON N7L 3J4, Attention: Peter Van Mol, peterv@agrimed.ca or in the case of electronic communication, to the email address set out above. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice sent by facsimile or other means of electronic transmission (including email) before 4:00 p.m. shall be deemed to have been delivered on the Business Day it has been sent, and any notice so mailed shall be conclusively deemed given on the third Business Day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall not be given by mail. Any address for notice or payments herein referred to may be changed by notice in writing given pursuant hereto.

11. **Events of Default**. The whole of the Principal Amount remaining unpaid together with Interest accrued but unpaid and all other moneys evidenced by this Debenture shall, at the option of the Special Majority Holders, become immediately due and payable in each of the following events (each event being herein called an "**Event of Default**") provided that the Special Majority Holders have provided a notice in writing of the same to the Corporation (together with a copy of the Special Majority Approval exercising such right):

(a) if the Corporation defaults in the performance or observance of any covenant or undertaking given hereunder by the Corporation to the Debentureholder and such default continues for a period of 15 Business Days following written notice thereof to the Corporation;

(b) if the Corporation institutes any proceeding or takes any corporate action or executes any agreement or notice of intention to authorize its participation in or commencement of any proceeding (i) seeking to adjudicate it a bankrupt or insolvent, or (ii) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of its jurisdiction of incorporation);

(c) the Corporation becomes bankrupt or insolvent or commits an act of bankruptcy, or any proceeding is commenced against or affecting the Corporation:

(i) seeking to adjudicate it a bankrupt or insolvent;

(ii) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any reorganization, arrangement or compromise of debt under the laws of its jurisdiction of incorporation);

(iii) seeking appointment of a receiver, trustee, agent, custodian or other similar official for it or for any part of its properties and assets;

and such proceeding is not discharged within 60 days of being commenced; or

(d) the Corporation admits in writing its inability to pay its debts generally as they become due.

12. **Enforcement**. Upon the occurrence of any Event of Default, and provided that the Special Majority Holders have provided the requisite notice under Section 11, the Debentureholder may exercise any right, powers or remedies available to the Debentureholder at law or in equity or under applicable legislation. Except as may be otherwise directed by the Special Majority Holders, all money received from time to time by the Debentureholder in exercising its remedies at law or in equity shall be received in trust for and paid over to the holders of 2018 Unsecured Convertible Debentures on a *pro rata* basis based on the principal amount of 2018 Unsecured Convertible Debenture held by such holders.

13. **Binding Effect, Governing Law and Headings**. This Debenture is binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Debenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The division of this Debenture into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture.

14. **Invalidity, etc.** Each of the provisions contained in this Debenture is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Debenture.

15. **Amendment**. This Debenture may only be amended by the execution by the Corporation and the Special Majority Holders of an amending agreement pursuant to which the terms of all outstanding 2018 Unsecured Convertible Debentures are amended on the same basis as this Debenture (an

"**Amending Agreement**"). For greater certainty, notwithstanding that the Debentureholder has not executed the Amending Agreement, this Debenture shall be amended in the manner set forth in such Amending Agreement provided that the Amending Agreement has been executed by the requisite Special Majority Holders.

16. **Currency**. Unless otherwise specified, the word "dollar" and the "$" sign refer to Canadian currency, and all amounts to be paid or calculated under this Agreement are to be paid or calculated in Canadian currency.

17. **Register**. The Corporation shall at all times, keep in its registered office registration books in which there shall be entered the name and address of the Debentureholder and of the holders of all of the 2018 Unsecured Convertible Debentures and in which transfers of this Debenture shall be registered, and which at all reasonable times during business hours, shall be open for inspection by the Debentureholder and such other holders.

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IN WITNESS WHEREOF the Corporation has executed this Debenture this 17 day of April, 2018.

AGMEDICA BIOSCIENCE INC.

By:____________________

Name: Peter Van Mol

Title: CFO

SCHEDULE A

Interpretation. As used in this Debenture and all schedules incorporated therewith the following expressions shall have the following meanings:

"**2018 Unsecured Convertible Debentures**" means in aggregate up to $12,000,000 (subject to increase at the sole discretion of the Corporation) in principal amount of 2018 unsecured convertible debentures of the Corporation of which this Debenture forms a portion thereof.

"**Business Day**" means any day except Saturday, Sunday or a statutory holiday in the Province of Ontario, and excluding any day on which the principal chartered banks located in the City of Toronto are not open during normal business hours.

"**Debenture**", "herein", "hereby", "hereof", "hereunder", and similar expressions mean or refer to this 2018 unsecured convertible debenture of the Corporation and any indenture, deed or instrument supplemental or ancillary hereto.

"**Debentureholder**" means the holder of this Debenture.

"**Equity Financing**" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Corporation issues and sells Common Shares and receives gross cash proceeds of not less than $5,000,000 (excluding for greater certainty, the conversion of any convertible securities or instruments).

"**Go-Public Conversion Price**" means 70% of the per share price paid for Common Shares in the Financing Component of a Qualifying Go-Public Event.

"**Issue Date**" means the date set out on the face of this Debenture as the "**Issue Date**".

"**Maturity Date**" means the date set out on the face of this Debenture as the "**Maturity Date**".

"**Optional Conversion Date**" means the date which is eighteen months following the Issue Date;

"**Optional Conversion Price**" means the lower of (i) $1.05 per Common Share and (ii) the price per share of the Common Shares as sold in or determined by the Qualifying Optional Conversion Event (if such event has occurred prior to the conversion date).

"**Principal Amount**" means the principal amount set out on the face page of this Debenture.

"**Qualifying Go-Public Event**" means (i) the closing of the Corporation's first firm commitment underwritten initial public offering of Common Shares pursuant to a prospectus filed under applicable Canadian securities laws or a registration statement filed under the United States Securities Act of 1933 which results in (a) the listing of the Common Shares on a recognized stock exchange in Canada or the United States and (b) receipt by the Corporation of gross proceeds equal to or greater than $5,000,000 from parties who are arm's length from the Corporation (the "**Financing Component**") or (ii) the closing of a qualifying transaction, amalgamation, arrangement, merger or similar event that results in (a) the listing of the Common Shares or the shares issued to holders of Common Shares pursuant to such transaction being listed on a recognized stock exchange in Canada or the United States and (b) the satisfaction of the Financing Component.

"**Qualifying Optional Conversion Event**" means the closing of an Equity Financing or the closing of a Sales Transaction.

"**Sales Transaction**" means:

(i) the acquisition, directly or indirectly, by any Person or any Persons acting jointly or in concert (as determined in accordance with the Securities Act (Ontario)) of voting securities of the Corporation which, together with all other voting securities of the Corporation held by such Person or Persons, constitute, in the aggregate, more than fifty percent (50%) of all outstanding voting securities of the Corporation (a "**Share Acquisition**");

(ii) an amalgamation, reorganization, arrangement or other form of business combination of the Corporation or a material subsidiary thereof with another Person; or

(iii) the sale, lease, exchange, exclusive licensing or other disposition of all or substantially all of the assets of the Corporation to another Person (an "**Asset Acquisition**");

"**Special Majority Approval**" means a written instrument executed by the registered holders of at least 66.67% of the outstanding principal amount of 2018 Unsecured Convertible Debentures (as of the date of such instrument).

"**Special Majority Holders**" means the registered holders of at least 66.67% of the outstanding principal amount of 2018 Unsecured Convertible Debentures (as of the date of the action to be taken in respect of the 2018 Unsecured Convertible Debentures).

SCHEDULE B
VOLUNTARY CONVERSION NOTICE

To: AgMedica Bioscience Inc. (the "**Corporation**")

Reference is made to the 2018 unsecured convertible debenture of the Corporation in favour of the undersigned dated as of February 16, 2018 (the "**Debenture**"). Capitalized terms used and not defined below have the meanings specified in the Debenture.

The undersigned hereby irrevocably and unconditionally exercises its Voluntary Conversion Right set forth in Section 4(a)(i) of the Debenture and agrees to subscribe for and take up Common Shares of the Corporation, in accordance with the provisions of the Debenture.

The undersigned acknowledges that, in the event of any issuance of securities hereunder, such securities shall be issued as fully paid and non-assessable shares in the capital of the Corporation or any successor thereof with no further payment and that such securities may be subject to resale and other restrictions on their sale or other transfer under applicable securities laws.

The undersigned acknowledges that, if applicable, as a condition to the issuance of the Common Shares in accordance with the provisions of the Debenture the undersigned shall comply with Section 4(a)(iv) of the Debenture.

The undersigned authorizes and directs the Corporation to cause a certificate representing the Common Shares to be issued and registered in the same manner as the Debenture and further directs that such certificate representing Common Shares be delivered to the address set forth in the Debenture and this shall be the good and sufficient authority for doing so.

Dated at the City of ____________________ in the Province of ____________________

this _______ day of ____________, 20___.

Name of Debentureholder ______________________________
(Please print)

Debentureholder's Signature: ______________________________
[If an individual]

Debentureholder's Signature: ______________________________
[If a corporation]
I have authority to bind the corporation.
Name:
Title:

EXHIBIT "V"

PROMISSORY NOTE

Borrower: AgMedica Bioscience Inc. of 111 Heritage Road, Suite 200
Chatham, ON, N7M 5W7 (the "Borrower")

Lender: [redacted]

Principal Amount: $1,000,000.00 CAD

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of $1,000,000.00 CAD, with interest payable on the unpaid principal at the rate of 12.00 percent per annum, calculated yearly not in advance, beginning on February 25, 2019.

2. This Note will be repaid in full on February 25, 2020.

3. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to the Lender without further bonus or penalty.

4. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Lender in enforcing this Note as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

5. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.

6. This Note will be constructed in accordance with and governed by the laws of the Province of Ontario.

7. This Note will endure to the benefit of and the binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal on this 25 day of February, 2019

SIGNED, SEALED, AND DELIVERED
This 25 day of February, 2019.

AgMedica Bioscience Inc.

SIGNED, SEALED, AND DELIVERED
This 25 day of February, 2019.

[redacted]

EXHIBIT "W"

PROMISSORY NOTE

Borrower: AgMedica Bioscience Inc. of 111 Heritage Road, Suite 200, Chatham, ON, N7M 5W7 (the "Borrower")

Lender: [redacted]

Principal Amount: $200,000.00 CAD

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of $200,000.00 CAD, with interest payable on the unpaid principal at the rate of 12 percent per annum, calculated yearly not in advance, beginning on September 9, 2019.

2. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to the Lender without further bonus or penalty.

3. No legal proceeding to enforce the Borrower's obligations under this Note will be commenced until after the first day on which there is a failure to perform those obligations once a demand is made.

4. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Lender in enforcing this Note as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

5. Any money to be paid pursuant to this Note must be paid by bank draft, certified cheque or wire transfer of immediately available funds payable to the Lender, in lawful Canadian currency.

6. The extension of the time for making any payment which is due and payable under this Note, or the Lender's failure or delay in exercising or enforcing any rights or remedies under this Note, or under any instrument securing payment of the indebtedness evidenced by this Note, will not constitute a continuing waiver of the right of the Lender to enforce those rights and remedies in the future.

7. Any demand or notice to be made or given in connection with this Note will be in writing and will be personally delivered to an officer or responsible employee of the Borrower or the Lender or sent by facsimile, e-mail, or functionally equivalent electronic means, charges (if any) prepaid, at or to any address, electronic address, or facsimile number, as the case may be, as the Borrower or the Lender may designate to the other in accordance with this provision. Any demand or notice which is personally delivered will be deemed to have been validly and effectively given on the date of delivery if that date is a business day, and the delivery was made during normal business hours; otherwise, it will be deemed to have been validly and effectively given on the business day next following the date of delivery. Any demand or notice which is transmitted by facsimile, e-mail, or functionally equivalent electronic means will be deemed to have been validly and effectively given on the date of transmission if that date is a

business day and the transmission was made during normal business hours of the recipient; otherwise, it will be deemed to have been validly and effectively given on the business day next following the date of transmission.

8. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.

9. This Note will be constructed in accordance with and governed by the laws of the Province of Ontario.

10. This Note will endure to the benefit of and the binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal on this 26 day of November, 2019

SIGNED, SEALED, AND DELIVERED
This 26 day of November, 2019.

AgMedica Bioscience Inc.

[redacted]

SIGNED, SEALED, AND DELIVERED
This 26 day of November, 2019.

EXHIBIT "X"

Court File No. CV-19-00626948-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

(Court Seal)

MUSKOKA GROWN LIMITED

Plaintiff

- and -

AGMEDICA BIOSCIENCE INC.

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES,

LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date Sept. 6/2019 Issued by A. Nelli

Local Registrar

Address of court office: Superior Court of Justice
393 University Avenue, 10th Floor
Toronto ON M5G 1E6

TO: AgMedica Bioscience Inc.
111 Heritage Road, Suite 200
Chatham, Ontario
N7M 5W7

CLAIM

1. The plaintiff, Muskoka Grown Limited ("**Muskoka Grown**"), claims against the defendant, AgMedica Bioscience Inc. ("**AgMedica**"), for:

(a) a declaration that the Purchase Orders (as defined below) are binding and enforceable contracts and that AgMedica has breached the terms of the Purchase Orders;

(b) damages in the amount of $1,397,810 for beach of contract, with such further damages for consequential loss arising from AgMedica's breach of contract to be particularized at the time of trial;

(c) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(d) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(e) the costs of this proceeding, plus all applicable taxes; and

(f) such further and other relief as to this Honourable Court may seem just.

Overview

2. Muskoka Grown is an early-stage cannabis company that cultivates and processes cannabis for subsequent re-sale by licensed sellers to recreational and medical consumers. In June 2019, AgMedica – Muskoka Grown's sole customer – executed five purchase orders for a total of

180,000 units of dried cannabis flower and 50,000 units of dried cannabis trim, at a total purchase price of $1,397,810.

3. In breach of its contractual obligations under the purchase orders, and despite repeated demands by Muskoka Grown, AgMedica has refused to pay the amounts due and owing, has indicated it will not pay the amounts that will become due and owing, and has refused to pick up the cannabis flower and cannabis trim from Muskoka Grown's cultivation/processing facility. As a result, Muskoka Grown has suffered damages of $1,397,810 (representing the total amount due and owing, and that will become due and owing, under the purchase orders) and additional consequential damages.

The Parties

4. Muskoka Grown is a corporation incorporated under the laws of Ontario, with headquarters in Bracebridge, Ontario. Muskoka Grown is a licensed cultivator and processor under the *Cannabis Act,* S.C. 2018, c. 16 and *Cannabis Regulations*, S.O.R./2018-144. It carries on the business of cultivating, processing, and distributing cannabis for subsequent sale into the medical and recreational market by licensed sellers under the *Cannabis Act* and *Cannabis Regulations*.

5. AgMedica is a corporation incorporated under the laws of Canada, with headquarters in Chatham, Ontario. AgMedica is a licensed cultivator, processor, and seller (medical) under the *Cannabis Act* and *Cannabis Regulations*, and carries on the business of developing, packaging, marketing and selling cannabis products to medical consumers of cannabis.

Background

6. Muskoka Grown is an early-stage cannabis company, focused on the cultivation and processing of cannabis flower and cannabis trim. Given the infancy of Muskoka Grown's business, it relies on the revenues generated from the sale of its cannabis flower and cannabis trim to fund its ongoing operations and to grow its business.

7. Beginning in February 2019, AgMedica and Muskoka Grown had discussions about entering into a supply arrangement, whereby AgMedica would purchase cannabis flower and cannabis trim from Muskoka Grown. AgMedica and Muskoka Grown also discussed the potential for other strategic transactions, including the possible merger of the two companies. As a result of those discussions, Muskoka Grown agreed to sell cannabis flower and cannabis trim to AgMedica.

8. In order to fulfill AgMedica's orders for cannabis flower and cannabis trim – and meet the company's other specifications – Muskoka Grown was required to modify its cultivating/processing operations, and incurred expenses in so doing.

9. Since that time, AgMedica has been Muskoka Grown's sole customer for cannabis flower and cannabis trim.

AgMedica Executes the Purchase Orders

10. On June 18, 2019, AgMedica – through its employee and/or agent Gregory Gawne, acting within the scope of his actual or apparent authority – executed the following five binding and enforceable contracts for the purchase of cannabis flower and cannabis trim from Muskoka Grown (together the "**Purchase Orders**"):

(a) **Purchase Order PO01270**, for the purchase of 20,000 units of dried cannabis flower and 10,000 units of dried cannabis trim, to be ready to ship on July 29, 2019. The total purchase price was $168,370 (inclusive of tax), with payment due, in full, 15 days from the shipping date (i.e. by August 13, 2019).

(b) **Purchase Order PO01271,** for the purchase of 40,000 units of dried cannabis flower and 10,000 units of dried cannabis trim, to be ready to ship on August 8, 2019. The total purchase price was $307,360 (inclusive of tax), with payment due; in full, 15 days from the shipping date (i.e. by August 23, 2019).

(c) **Purchase Order PO01272**, for the purchase of 40,000 units of dried cannabis flower and 10,000 units of dried cannabis trim, to be ready to ship on August 18, 2019. The total purchase price of $307,360 (inclusive of tax), with payment due, in full, 15 days from the shipping date (i.e. by September 2, 2019).

(d) **Purchase Order PO01273**, for the purchase of 40,000 units of dried cannabis flower and 10,000 units of dried cannabis trim, to be ready to ship on August 28, 2019. The total purchase price was $307,360 (inclusive of tax), with payment due, in full, 15 days from the shipping date (i.e. by September 12, 2019).

(e) **Purchase Order PO01274**, for the purchase of 40,000 units of dried cannabis flower and 10,000 units of dried cannabis trim, to be ready to ship on September 4, 2019. The total purchase price was $307,360 (inclusive of tax), with payment due, in full, 15 days from the shipping date (i.e. by September 19, 2019).

11. Under the terms of the Purchase Orders, AgMedica was obligated to pick-up the cannabis flower and cannabis trim from Muskoka Grown's cultivation/processing facility in Bracebridge, Ontario on the shipping date identified on each respective purchase order. As described above, AgMedica was obligated to pay the purchase price for each purchase order, in full, within 15 days of the specified shipping date.

12. At AgMedica's request, Muskoka Grown agreed to postpone the shipping date for Purchase Order PO01270 until August 5, 2019, with payment due, in full, by August 20, 2019. At all times, however, Muskoka Grown continued to insist that AgMedica fulfill its contractual obligations under the Purchase Orders.

13. AgMedica subsequently provided Muskoka Grown with its tote bags – used to transport cannabis flower and cannabis trim – so that Muskoka Grown could prepare the product for pick-up by AgMedica. As instructed by AgMedica, Muskoka Grown has prepared the cannabis flower and cannabis trim subject to Purchase Order PO01270, Purchase Order PO01271, Purchase Order PO01272 for pick-up by AgMedica using those tote bags.

AgMedica Refuses to Honour the Purchase Orders

14. Muskoka Grown has performed its contractual obligations under the Purchase Orders. The cannabis flower and cannabis trim subject to the Purchase Orders was packaged and ready and available for pick-up on the shipping date specified in each individual purchase order, and thereafter.

15. Notwithstanding Muskoka Grown's repeated invitations, AgMedica has refused to pick up the cannabis flower and cannabis trim subject to the Purchase Orders from Muskoka Grown's

cultivation facility. AgMedica has indicated that it does not intend to pick-up the cannabis flower and cannabis trim.

16. Notwithstanding Muskoka Grown's repeated demands, AgMedica has refused to make any payment of the amounts due and owing under Purchase Order PO01270, Purchase Order PO01271 and Purchase Order PO01272.

17. AgMedica has similarly indicated that it will not make any payment of the amounts that will become due and owing under Purchase Order PO01273 and Purchase Order PO01274. AgMedica's conduct in this regard constitutes an anticipatory breach of its contractual obligations under Purchase Order PO01273 and Purchase Order PO01274.

Breach of Contract

18. The Purchase Orders are binding and enforceable contracts.

19. AgMedica has breached its contractual obligations under the Purchase Orders by (i) failing to pay the amounts due and owing, and by indicating it will not pay the amounts that will become due and owing, under the Purchase Orders and (ii) failing to pick-up the cannabis flower and cannabis trim subject to the Purchaser Orders from Muskoka Grown's cultivation/processing facility.

20. As a result of AgMedica's breach of its contractual obligations, Muskoka Grown has suffered a loss of $1,397,810, representing the total amount due and owing, and that will become due and owing, under the Purchase Orders.

21. As a further consequence of AgMedica's breach of its contractual obligations under the Purchase Orders, Muskoka Grown has been deprived of revenue essential to the continued operation of its business. Muskoka Grown has, among other things, been unable to invest further in its cultivation/processing facility and been unable to pursue other business opportunities. As a result, Muskoka Grown has suffered additional losses.

Mitigation

22. Muskoka Grown has engaged – and continues to engage – in reasonable efforts to mitigate its losses arising from AgMedica's breach of its contractual obligations, including by actively seeking an alternative purchaser for the cannabis flower and cannabis trim subject to the Purchase Orders.

Place of Trial

23. The plaintiff requests that the trial of this action be held in Toronto.

Date: September 6, 2019

BENNETT JONES LLP
3400 One First Canadian Place
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Toronto ON M5X 1A4

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Lawyers for the plaintiff

CV-19-00626948-0000

MUSKOKA GROWN LIMITED Plaintiff	-and-	AGMEDICA BIOSCIENCE INC Defendant

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

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Lawyers for the plaintiff

EXHIBIT “Y”

Court File No. CV-19-00626948-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

MUSKOKA GROWN LIMITED

Plaintiff

and

AGMEDICA BIOSCIENCE INC.

Defendant

STATEMENT OF DEFENCE

1. The defendant, AgMedica Bioscience Inc. ("**AgMedica**"), admits the allegations in paragraphs 4 and 5 of the statement of claim.

2. AgMedica denies all of the other allegations in the statement of claim.

Background

3. AgMedica is a licensed producer under the *Cannabis Act*, S.C. 2018, c. 1 and *Cannabis Regulations*, focused on cultivating consistent and quality medical cannabis. AgMedica strives to provide consistent and quality medical cannabis to patients who are relying on the product to improve their health, and in some cases, alleviate chronic pain.

4. AgMedica's relationship with its consumers is dependent on AgMedica's ability to deliver consistent and quality products. It is imperative that AgMedica works with suppliers that can consistently provide specified quantities and qualities of cannabis so that AgMedica can fulfil its obligations to third parties, often patients with medical needs.

Agreement

5. On December 14, 2018, AgMedica and Muskoka Grown Limited (“**Muskoka**”) entered into a Cannabis Supply Agreement (the “**Agreement**”).

6. Under the Agreement, AgMedica agreed to purchase cannabis from Muskoka pursuant to certain terms and conditions, including the following:

> 7. Seller's Representations and Warranties
>
> (a) Seller represents and warrants to AgMedica that:
>
> (vii) the Materials were produced in compliance with the Cannabis Regulations and with any additional quality standards agreed to between the parties;
>
> 10. Condition of Sale; Production Practices; Examination of Material and Records; Regulatory Approvals
>
> (b) Seller shall supply the Batch Production Records of the product and the Certificate(s) of Analysis Reports for each lot to the Purchaser at least two days prior to delivery of the product. Acceptance of the Materials is contingent on AgMedica's review of, and confirmation that, the results set out in Seller's Certificate(s) of Analysis and Batch Production Records for the Materials is satisfactory to AgMedica
>
> 13. General
>
> (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

7. In June 2018, AgMedica executed five purchase orders for the Shishkaberry strain of cannabis flower and cannabis trim:

(a) **PO 01270** for 20,000 kg of cannabis flower and 10,000 kg of cannabis trim;

(b) **PO 01271** for 40,000 kg cannabis flower and 10,000 kg cannabis trim;

(c) **PO 01272** for 40,000 kg of cannabis flower and 10,000 kg of cannabis trim;

(d) **PO 01273** for 40,000 kg cannabis flower and 10,000 kg cannabis trim; and

(e) **PO 01274** for 40,000 kg of cannabis flower and 10,000 kg of cannabis trim.

8. AgMedica had the right under s. 10(b) of the Agreement to inspect the batches of product supplied by Muskoka and reject any product that was materially different from the purchase orders.

9. AgMedica inspected the batches that Muskoka offered in respect of PO 01270, PO 01271, and PO 01272, and discovered that the quantities were all materially low as set out below:

	PO Amounts (kg)		**Actual Amounts (kg)**	
	Cannabis flower	**Cannabis trim**	**Cannabis flower**	**Cannabis trim**
PO01270	20,000.0	10,000.0	19,744.3	5,118.5
PO01271	40,000.0	10,000.0	34,367.3	7,104.3
PO01272	40,000.0	10,000.0	39,388.8	11,274.8

10. AgMedica sought to inspect the batches that Muskoka offered in respect of PO 01273 and PO 01274 to determine if the quantities were as required under the purchase orders, but Muskoka refused to provide any information about the quantities of the batches.

11. Muskoka materially breached each and every purchase order, and the Agreement, by failing to supply the contracted for quantities of cannabis and by failing to allow AgMedica to inspect the product. When pressed on the issue, Muskoka suggested that AgMedica accept another strain of cannabis that it had not ordered and did not want.

12. As a result of Muskoka's breach of contract, AgMedica was relieved of its obligations under the purchase orders and had every right to refuse to purchase the undersized batches that Muskoka made available.

Damages

13. AgMedica denies that Muskoka suffered damages as alleged or at all. In the alternative, if Muskoka did suffer damages (which is denied), the damages claimed are excessive, speculative, remote and not recoverable in law. In addition, Muskoka has failed to mitigate its damages reasonably or at all.

14. AgMedica asks that this action be dismissed with costs.

October 8, 2019

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Lawyers for the plaintiff

Court File No. CV-19-00626948-0000

MUSKOKA GROWN LIMITED - and - AGMEDICA BIOSCIENCE INC.

Plaintiff Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF DEFENCE

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Lawyers for the defendant

File Number: K0562104

EXHIBIT "Z"

Disclaimer

In developing this Cash Flow, Ernst & Young Inc. ("EY") and AgMedica Bioscience Ltd (the "Company") has relied upon unaudited financial information on a consolidated basis of all of its subsidiaries, prepared by the Company and its management, the Company’s books and records and discussions with its management. EY has not performed an audit or other verification of such information. An examination of the Company’s financial forecasts as outlined in the Canadian Institute of Chartered Accountants Handbook has not been performed. Future oriented financial information relied upon in this cash flow forecast is based on management’s assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. EY expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this cash flow forecast, or relied upon by EY in preparing this cash flow forecast.

AgMedica Bioscience Inc.
See Disclaimer

(CDN)		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Total
Week Ending	**Note**	**29-Nov-19**	**6-Dec-19**	**13-Dec-19**	**20-Dec-19**	**27-Dec-19**	**3-Jan-20**	**10-Jan-20**	**17-Jan-20**	**24-Jan-20**	**31-Jan-20**	**7-Feb-20**	**14-Feb-20**	**21-Feb-20**	
Consolidated															
Opening Cash / (Indebtedness)		246,866	(155,658)	(541,115)	(822,896)	(970,170)	(1,187,117)	(2,590,154)	(2,251,378)	(2,054,945)	(2,098,873)	(1,983,549)	(2,069,098)	(2,291,689)	**246,866**
Receipts															
Sales receipts	1	-	596,129	68,934	456,376	55,875	385,110	668,111	771,738	103,548	734,268	656,130	506,850	202,868	**5,205,936**
HST Refunds	2	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Financing		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Other receipts	3	24,024	132,078	5,853	-	23,547	132,078	5,853	-	-	24,024	132,078	5,853	-	**485,389**
Total Receipts		24,024	728,207	74,788	456,376	79,422	517,188	673,964	771,738	103,548	758,292	788,208	512,704	202,868	**5,691,324**
Disbursements															
Production Costs	4	53,596	53,596	53,596	53,596	53,596	42,877	42,877	42,877	42,877	42,877	53,596	53,596	53,596	**643,154**
Outstanding accounts payables paydown	5	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Payroll and expenses	6	-	237,176	-	337,176	-	237,176	-	337,176	-	237,176	-	237,176	100,000	**1,723,055**
Remittance to Receiver General	7	133,900	-	133,900	-	133,900	-	133,900	-	-	133,900	-	133,900	-	**803,401**
EHT and WSIB	8	10,280	-	-	8,596	-	10,280	-	8,596	-	10,280	-	-	8,596	**56,630**
Group Benefits	9	-	35,000	-	-	-	35,000	-	-	-	-	35,000	-	-	**105,000**
Royalties and Commissions	10	-	-	-	-	-	-	-	-	-	-	-	200,000	-	**200,000**
SG&A	11	87,123	67,123	67,123	67,123	67,123	73,698	53,698	53,698	53,698	73,698	67,123	67,123	67,123	**865,471**
Rent, Utilities, Insurance	12	-	57,463	61,950	7,700	1,751	57,463	64,713	3,500	10,901	-	123,551	3,500	10,901	**403,390**
Fixed Assets and capital expenditures	13	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
Duty and Taxes	14	-	523,307	-	-	-	218,694	-	-	-	-	378,049	-	-	**1,120,050**
Funding Agreements and contractual commitments (details below)	15	-	-	-	89,458	-	1,000,000	-	89,458	-	-	-	-	89,458	**1,268,375**
Restructuring Costs	16	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	**520,000**
Financing and loans - Principal and Interest (details below)	17	101,648	100,000	-	-	-	205,037	-	-	-	105,037	176,438	-	-	**688,160**
Total Disbursements		426,548	1,113,664	356,569	603,649	296,369	1,920,224	335,188	575,305	147,475	642,968	873,757	735,295	369,674	**8,396,686**
Net Cash flow		(402,524)	(385,457)	(281,781)	(147,273)	(216,948)	(1,403,036)	338,776	196,433	(43,927)	115,324	(85,549)	(222,591)	(166,806)	**(2,705,362)**
Closing Cash / (Indebtedness)		**(155,658)**	**(541,115)**	**(822,896)**	**(970,170)**	**(1,187,117)**	**(2,590,154)**	**(2,251,378)**	**(2,054,945)**	**(2,098,873)**	**(1,983,549)**	**(2,069,098)**	**(2,291,689)**	**(2,458,496)**	**(2,458,496)**
Funding Agreements and contractual commitments	15														
- BTMI		-	-	-	89,458	-	-	-	89,458		-	-	-	89,458	
- Herbolea Loan		-	-	-	-	-	1,000,000	-	-	-	-	-	-	-	
Financing and loans - Principal and Interest	17														
- Stabilis		101,648	-	-	-	-	105,037	-	-	-	105,037	-	-	-	
- StoneQuest		-	-	-	-	-	-	-	-	-	-	76,438	-	-	
- Philipp		-	100,000	-	-	-	100,000	-	-	-	-	100,000	-	-	

Assumptions to the Cash Flow		
1	Sales Receipts	Sales are based on the estimated delivery of open orders plus the sales forecasts. Cash flow assumes collections continues on existing terms with the current customers. New customers are assumed to have terms ranging from pre-paid to 60 days. This Includes sale of current inventory. Receipt amounts include excise tax but not HST. The HST impact of sales is considered a flow through. Alberta, Manitoba and British Columbia have imposed credits to Licensed producers as a result of price adjustments for product already sold to them. This will be taken as offset from the Provinces' current and future outstanding invoices. These credits have been taken into consideration in this forecast.
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. This would be eliminated if and when the underlying property is sold.
4	Production Costs	Based on historical run rates. Does not include cost reduction efforts. Assumes all production costs will be COD.
5	Outstanding Accounts Payable	In a filing, these amounts would be considered pre-filing and therefore stayed and not required to be paid
6	Payroll and Expenses	This includes recent headcount reduction of 33 people. Employee expenses are estimated at $100,000 per month.
7	Remittance to Receiver General	Based on payroll amounts
8	EHT and WSIB	Based on payroll amounts
9	Group Benefits	Based on payroll amounts
10	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. The extraction equipment provided by Herbolea is currently not being utilized.
11	SG&A	Based on historical run rates. Does not include cost reduction efforts. Assumes all SG&A costs will be COD.
12	Rent, Utilities, Insurance	Utilities and Insurance amounts will change if underlying properties are sold/leased. AgMedica leases two offices, one in Chatham and one in Toronto.
13	Fixed Assets and Capital Expenditures	Currently assumes that all capital expenditures are paused, including any existing construction contracts or purchases for Phase II.
14	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.
15	Funding Agreements and commitments	AgMedica has existing joint venture and licensing agreement with MedC Biopharma to develop pharma-grade, formulated treatments that are supported by clinical trial to make substantiated claims. There is current lending agreements, however, with further negotiations, the Company is able to defer the lending arrangement until after the filing. AgMedica has an partnered with Nutrasource to develop clinically validated cannabis derived medicines and health products. As these are future products (Cannabis 3.0) the Company has negotiated a delay in funding until after the filing. AgMedica has contracted Bio Therapeutic Molecules Inc. ("BTMI"), an external research and development management services. Their services are necessary to continue to assist the company 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 North America. As part of this agreement, AgMedica is required an investment of $2 Million CAD to Herbolea. AgMedica has included this payment into the cashflow as it is 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. AgMedica currently has an Energy Savings Agreement with EDF Renewable CC Storage LP. As AgMedica is currently in negotiations to amend the contract to reflect the reduced need for energy since the date of the agreement. As such all payments under the contract are on hold. AgMedica has an operating subsidiary called Wellworth Health. As this subsidiary is not income generating, it anticipates it will no longer operate this business. Therefore revenues and costs related to Wellworth Health have been excluded.
16	Restructuring Costs	Cost of legal counsel, monitor and the monitor's legal counsel.
17	Financing and loans - Principal and Interest	AgMedica has 3 secured lenders : Stabilis, StoneQuest and Philip. It is expected that interest payments will continue to be paid during the forecast period. Stonequest Interest was paid in full in advance up to their 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 unsecured and therefore stayed by the formal filing.

EXHIBIT "AA"

HILLMOUNT CAPITAL

Term Sheet

November 27, 2019

AgMedica Bioscience Inc.
111 Heritage Road, Suite 200
Chatham, ON N7M 5W7

Attention: ___________

Dear Sirs:

RE: Term Credit Facility (the "DIP Facility")

We understand that AgMedica Bioscience Inc., 2472602 Ontario Inc., 2642466 Ontario Inc., 8895309 Canada Inc., Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc., Tavivat Naturals Inc., World Wide Beverage Innovations Inc., Unique Beverages (USA) Inc. and Eseela Inc. (collectively, (the "**Borrower**")) intend to seek protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an initial order (and subsequent amended and restated initial order (together, the "**Initial Order**") to be obtained from the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which, among other things, appoints Ernst & Young Inc. as the court-appointed monitor (in such capacity, the "**Monitor**").

In connection with the proceedings to be commenced by the Initial Order (the "**CCAA Proceedings**"), Hillmount Capital Inc., in its capacity as a lender (the "**Lender**"), wishes to extend a preliminary quote and pursue arranging a formal DIP Loan Agreement (as defined below) in accordance with the terms and conditions detailed below and subject to final approval. The terms and conditions are as follows:

LENDER:	Hillmount Capital Inc. (the "**Lender**")
BORROWER(S):	AgMedica Bioscience Inc. (the "**Borrower**")
REAL PROPERTY:	1. 566 Riverview Drive, Chatham-Kent, ON 2. 650 Riverview Drive, Chatham-Kent, ON 3. 715 Richmond Street, Chatham-Kent, ON 4. 830 Richmond Street, Chatham-Kent, ON 5. 1095 Wilton Grove Road, London, ON (the "**London Property**") (collectively, the "**Real Property**")
PRIORITY / SECURITY:	1. DIP Loan Agreement. 2. All supporting authorizations, certificates, acknowledgments and legal opinions as the Lender may reasonably require including, without limitation, satisfactory legal opinions of the Lender's lawyer relating to any business style registration or incorporation, organization and corporate powers of the Borrower and to the enforceability and priority of the security. 3. A super-priority court ordered charge pursuant to the Initial Order over the Real Property (as defined above) and the Borrower's present and future real and personal, tangible and intangible property and assets including equipment, accounts receivable and inventories in favour of the Lender in priority to all assignments, security interests, trusts, liens, mortgages, charges and encumbrances whatsoever, statutory or otherwise (the "**DIP Charge**") subject only to the super-priority court ordered Administration Charge pursuant to the Initial Order in the amount of $500,000.

Borrower(s)/Guarantor(s) Initials: ___________

	4. Such other security, documentation or assurance, as may be required by the Lender or the Lender's solicitor.
LOAN AMOUNT:	Maximum principal amount of $7,500,000
FEES:	Lender Commitment Fee – 2.25% Lender Legal Fees, Disbursements and HST – To be determined by Lender's solicitor The Lender Commitment Fee shall be earned and payable on the date of the definitive agreement governing the financing transaction contemplated by this Term Sheet (the "**DIP Loan Agreement**").
ADVANCES:	Provided that (i) the Initial Order including the DIP Charge has been made; (ii) an Event of Default has not occurred; and (iii) demand for payment has not been made, the DIP Facility shall be available by one or, at the option of the Borrower, multiple advances each in the minimum amount of $1,000,000. The initial advance shall be provided promptly upon request by the Borrower and approved by the Monitor, and any subsequent advances shall be available on 5 business days prior written request to the Lender and approved by the Monitor. The proceeds of the first advance on the DIP Facility shall be advanced less the following: (a) Lender Fees (including Lender Commitment Fee and wiring fees) on the full loan amount; (b) Legal fees and disbursements plus HST thereon; (c) All reasonable costs, fees and expenses incurred by the Lender in connection with the negotiation and preparation of this Term Sheet; and (d) Interest adjustment payment to the 1st of the month.
INTEREST RATE & PAYMENT:	Interest shall be compounded and calculated monthly at the rate of **9.50% per annum**, not in advance. Interest shall be payable: (i) monthly, in arrears, on the 1st day of each month until the full amount outstanding hereunder on account of the DIP Facility has been paid in full; (ii) in accordance with the Repayment section below; and (iii) upon Maturity (as hereinafter defined).
REPAYMENT:	Any amounts received in repayment of obligations owing under the DIP Loan Agreement shall be paid and applied as follows: (i) firstly, towards outstanding interest and costs payable hereunder; (ii) secondly, towards outstanding Permitted Fees and Expenses (as hereinafter defined); and (iii) thirdly, towards outstanding principal hereunder.
PERMITTED FEES & EXPENSES:	Permitted Fees and Expenses includes: (a) All reasonable costs, fees and expenses incurred by the Lender in connection with the administration of the DIP Facility including any enforcement of the DIP Charge (all such fees and expenses shall be added to the DIP Facility and secured by the DIP Charge); (b) All reasonable and documented fees and expenses of counsel for the Borrower in connection with the DIP Facility and the CCAA Proceedings; and (c) The Administration Charge as defined in the Initial Order which charge shall not exceed $500,000.
LENDER'S SOLICITOR:	Joseph Fried - Fogler Rubinoff LLP Tel: (416) 941-8836 Fax: (416) 941-8852 Email: jfried@foglers.com Vern DaRe – Fogler Rubinoff LLP Tel: (416) 941-8842 Fax: (416) 941-8852

Borrower(s)/Guarantor(s) Initials: AV JK

Email: vdare@foglers.com

TERMS OF LOAN & PREPAYMENT PRIVILEGE:	The DIP Facility matures on the earliest of ("**Maturity**"): (a) The date that is 9 months from the date of the DIP Loan Agreement or such later date as the Lender may agree in writing; (b) The completion of a sale or sales of all or substantially all of the Borrower's assets, property and undertaking, as approved by the Lender, the Monitor and, where required, the Court; (c) The implementation of a plan of compromise or arrangement within the CCAA Proceedings, which has been approved by the requisite majorities of the Borrower's creditors, by the Court, and by the DIP Lender; (d) The date on which the Initial Order expires without being extended or on which the CCAA Proceedings are terminated or dismissed; and (e) The occurrence of an Event of Default. All amounts outstanding or payable under the DIP Loan Agreement (including principal and all unpaid accrued interest under the DIP Facility and all fees and other amounts required to be paid by the Borrower) shall be due and payable in full on Maturity. The DIP Facility can be permanently repaid in whole or in part at any time upon 15 days written notice to the Lender. Partial discharge provisions will be discussed and determined with the Borrower and the Monitor, as required, and based on the Borrower's cash flows and plan. The Lender agrees to allow the net sale proceeds (which shall equal to gross sale price less taxes, usual closing adjustments, legal expenses for conveyancing of the property and realty commissions commensurate with industry standards) from the sale of the London Property to be held in Trust with the Monitor until such time as the DIP Facility is fully paid.
PURPOSE OF LOAN:	The Loan has been requested by the Borrower for: (i) ordinary course working capital and other general corporate purposes of the Borrower in accordance with, and subject to the limitations set forth in, the cash flow projections, the Initial Order or any other order of the Court in the CCAA Proceedings; and (ii) to pay transaction costs, fees and expenses incurred in connection with the DIP Facility, the CCAA Proceedings and the transactions contemplated thereunder.
DEFAULT:	The following events shall constitute events of default (each an "**Event of Default**"): (a) If the Borrower fails to pay to the Lender when due any amount of principal, interest or other amounts under the DIP Facility, this Term Sheet or otherwise, whether by acceleration or otherwise; (b) If the Borrower defaults, in the observance or performance of any other non-financial term, covenant or condition in this Term Sheet or any other agreement between the Lender and the Borrower entered into on or after the date of the DIP Loan Agreement; (c) If the Lender determines, in its sole discretion, acting reasonably, that a material adverse change has occurred after the date hereof in respect of the business, affairs or financial condition of the Borrower; (d) If the Borrower fails to pay wages to the Borrower's employees or to remit source deductions as they become due from time to time but only with respect to those priority payments which rank ahead of the Lender; (e) If the Borrower fails to remit provincial sales taxes or goods and services taxes as they become due from time to time but only with respect to those priority payments which rank ahead of the Lender;

Borrower(s)/Guarantor(s) Initials: AV JA

(f) If (i) the Initial Order is varied without the consent of the Lender or any other order is made which is or may be prejudicial to the Lender's interests, acting reasonably; (ii) the Initial Order is appealed or leave to appeal is granted; or (iii) the stay of proceedings contained in the Initial Order is terminated or lifted;
(g) If a receiver is appointed over any property of the Borrower or any judgment or order or process of any court becomes enforceable against the Borrower or any property of the Borrower or any creditor takes possession of any property of the Borrower;
(h) If the Borrower ceases to carry on business; and
(i) If the Borrower becomes a bankrupt under the *Bankruptcy and Insolvency Act*.

REMEDIES:

Upon the occurrence of an Event of Default, the Lender may immediately terminate the DIP Facility and:
(a) All amounts outstanding under the DIP Facility and this Term Sheet shall, at the option of the Lender, immediately become due and payable; and
(b) Upon seeking an order of the Court on 10 days prior notice, enforce, without further notice, demand or delay all of its rights and remedies against the Borrower and its property, assets and undertaking including without limitation, by way of appointment of a receiver.

ADDITIONAL CONDITIONS AND REPRESENTATIONS:

The DIP Loan Agreement will be closed as soon as possible and after (a) receipt of all requested documentation as will be indicated in the DIP Loan Agreement; and (b) the terms and conditions of the DIP Loan Agreement are fulfilled, including (but not limited to) the following:

1. The Borrower obtaining the Initial Order on terms acceptable to the Lender, including an Order:
   a. authorizing the Borrower to enter into and authorizing the Borrower and the Monitor to perform their obligations under this Term Sheet and a DIP Loan Agreement;
   b. authorizing the Lender to effect such registrations, filings and recordings that it deems appropriate, in its sole discretion, regarding the security granted to the Lender under the DIP Charge;
   c. granting the Lender a super-priority court ordered charge over all of the present and future real and personal, tangible and intangible property and assets of the Borrower which is only subordinate to the Administration Charge;
   d. granting the Lender the right, upon the occurrence of an Event of Default (as defined below) and pursuant to the Initial Order, to enforce the rights and remedies available to it under the security documentation and pursuant to the law;
   e. prohibiting any further borrowing by the Borrower, without the prior written consent of the Lender;
   f. prohibiting the granting of any additional liens, charges, security interests or any other encumbrances upon the Real Property or assets of the Borrower;
   g. requiring the Borrower to provide the Lender such reports, schedules and cash flows as is currently being provide to the Monitor; and
   h. declaring the Order, and the DIP Charge granted thereunder, binding upon a trustee in bankruptcy of the Borrower, receiver, receiver-manager or other officer of the Court.
2. Satisfactory due diligence review of the following:
   a. Confirmation that the Borrower is current on all its filings and all its deemed trust payments (i.e. WSIB, source deductions, HST).

b. Confirmation that the Borrower is compliant with all applicable material federal, provincial and municipal laws, regulations and policies in relation to their activities.

3. All property taxes on the Real Property to be current at the time of closing. Any arrears in property taxes must be paid in full prior to closing or from the proceeds of this Loan. Borrower(s) to pay property taxes directly and provide confirmation to the Lender, on a quarterly basis, that the property taxes are up to date.
4. Please see Schedule "A" for additional terms of the DIP Loan Agreement which are not necessarily preconditions to the closing.
5. Satisfactory review of adequate fire and building "all risk" insurance on the Real Property by Lender or its independent insurance advisor. The Lender is to be designated as loss payee. The cost of the insurance review by the advisor is the responsibility of the Borrower.
6. It is hereby agreed by and between the Lender and the Borrower that any monies tendered in respect of the DIP Facility payments or other payments due shall be paid by 1 p.m. on the business day upon which they are due. If received after that time (i.e. for computing interest), the monies will be deemed to be received the next business day.
7. Satisfactory inspection of the Property and review of the appraisal by the Lender and its agent. Borrower to be responsible for inspection / review fees and letter of transmittal. Property values are to be no less than the following on an "as is" basis":
   a. $5,000,000 - 566 Riverview Drive, Chatham-Kent, ON
   b. $5,800,000 - 650 Riverview Drive, Chatham-Kent, ON
   c. $4,525,000 - 715 Richmond Street, Chatham-Kent, ON
   d. $1,500,000 - 830 Richmond Street, Chatham-Kent, ON
   e. $6,600,000 - 1095 Wilton Grove Road, London, ON
8. Satisfactory review of the leases in place and (tenant acknowledgements, if so required by Lender's solicitor, in a form satisfactory to the Lender's solicitor).
   a. Satisfactory review of the: (a) rent roll indicating the tenant names, details of leases (lease start date, lease expiry, lease amount (on a net basis), TMI collected, SF of tenanted space, etc.); and (b) operating statements.
   b. Any related party leases (if any) shall agree to postpone and subordinate their interests to the Dip facility.

POST-CLOSING CONDITION:

9. Satisfactory review of the Phase 1 environmental reports and / or Phase 2 environmental reports on 566 Riverview Drive and 650 Riverview Drive by a Lender approved environmental consultant. The environmental reviews are to be addressed to the Lender indicating a non-contaminated site. Borrower will be responsible for consultant fees. Should the Phase 2 indicate any contamination, the report should include the cost to remedy.

SCHEDULES ATTACHED: The following attached schedule(s) form a part of this Term Sheet:
Schedule A – Conditions

Borrower(s)/Guarantor(s) Initials: [handwritten initials]

In order to proceed, kindly indicate your acceptance of the above terms and conditions by signing below and returning this Term Sheet to the Lender by **4:30pm** on **November 29, 2019**, along with a non-refundable deposit payable to the Lender in the amount of **$20,000.00** (the "**Deposit**"), representing a portion of the non-refundable application fee. The Deposit will be applied against processing a DIP Loan Agreement substantially in accordance with the terms and conditions outlined in this Term Sheet. **Please note that this Term Sheet does not constitute a DIP Loan Agreement but is rather an expression of interest.**

Yours truly,

Hillmount Capital
416-849-0322
Lic. #10453 and #11925

ACCEPTANCE OF TERM SHEET BY BORROWER

The Borrower hereby consents to the Lender obtaining credit and/or personal information on the Borrower from any source and each source is hereby authorized to provide such information to the Lender.

I / We accept this Term Sheet and post with the Lender **$20,000.00** representing a portion of the underwriting application and work fees. The Deposit will be non-refundable. The Borrower acknowledges that the Deposit is a reasonable estimate of work costs incurred in sourcing, investigating, underwriting and preparing the DIP Loan Agreement. The Lender will issue a DIP Loan Agreement substantially in accordance with the terms and conditions outlined in this Term Sheet and we agree to forfeit the Deposit as liquidated damages, if because of our / my default for any reason (including discrepancies from application), the loan is not advanced. Providing the loan is advanced fully, the Deposit will be applied towards the Lender Commitment Fee.

Accepted this 29 day of November 2019.

Borrowers

Name: AgMedica Bioscience Inc.
A.S.O.
I have authority to bind the corporation.

Name: Wellworth Health Corp.
A.S.O.
I have authority to bind the corporation.

Name: 2472602 Ontario Inc.
A.S.O.
I have authority to bind the corporation.

8050678 Canada Inc.
A.S.O.
I have authority to bind the corporation.

Name: 2642466 Ontario Inc.
A.S.O.
I have authority to bind the corporation.

Name: 8326851 Canada Inc.
A.S.O.
I have authority to bind the corporation.

Borrower(s)/Guarantor(s) Initials:

Name: 8895309 Canada Inc.
A.S.O.
I have authority to bind the corporation.

Name: World Wide Beverage Innovations Inc.
A.S.O.
I have authority to bind the corporation

Name: Eseela Inc.
A.S.O.
I have authority to bind the corporation

Name: Tavivat Naturals Inc.
A.S.O.
I have authority to bind the corporation.

Name: Unique Beverages (USA) Inc.
A.S.O.
I have authority to bind the corporation.

Borrower(s)/Guarantor(s) Initials:__________

SCHEDULE A – CONDITIONS

ACCRUED AND EARNED INTEREST	Accrued interest calculated from the date that this DIP Facility is advanced to the Interest Adjustment Date will be deducted from the initial gross funds advanced. The Interest Adjustment Date is set at the Lender's option. The Borrower shall not be entitled to receive interest, if any, on any funds held in trust by the Lender. Any interest earned shall accrue to the Lender.
REGULATIONS	The Real Property must comply with all municipal, provincial and federal statues, regulations and requirements.
SURVEY REQUIREMENTS	Prior to any advance of funds under the DIP Facility, Lender may require a survey acceptable to it, showing the lands and the location of the Real Property to be secured by this DIP Charge. This survey is to be prepared, dated, signed and sealed by a duly qualified Provincial Land Surveyor and is to indicate the land area of the property and the location of all improvements and easements or rights-of-way. At the sole discretion of the Lender's lawyer, the survey requirement may not apply with title insurance.
ASSIGNMENT BY LENDER	The Lender shall have 7 normal business days following: the acceptance of the DIP Loan Agreement, and upon receipt of all requested underwriting information to assign all or part of the of the DIP Facility in an amount to be determined by the Lender at its discretion and subject to terms satisfactory to the Lender.
TITLE INSURANCE	At the Lender's sole option, the Borrower may be required to provide title insurance for the Real Property. The cost of the title insurance shall be at the Borrower's expense.
ADDITIONAL PROVISIONS	Our current schedule of administration and servicing fees include (but not limited to) the following charges:
$500.00	Missed payment fee: Payable for each missed or late installment payment and for replacing and processing each NSF cheque or returned payment for any charge on this property (ie 1st and / or 2nd mortgagee) or any other creditor (ie utility company, property taxes, etc).
$300.00	Insurance: Payable for dealing with each cancellation, premium payment or other non-compliance with insurance requirements.
$5,000.00	Default: Payable for each act or proceeding instituted.
$100.00	Loan Statements: For preparation of each statement.
$5,000.00	Possession: For attending to take possession following default.
$300.00	Administration: For administering maintenance and security of the property in our possession, per day.
$300.00	Loan Discharge & Statement Fee: For discharge on one property. $100.00 for each additional property.
$250.00	Tax Default Fee: For failure by the Borrower to provide satisfactory confirmation of tax payments.
$200.00	Annual Tax Account Administration Fee: For administering and maintaining the tax account
$300.00	For each written request necessitated by the Lender not replacing dishonoured cheques forthwith
$250.00	Failure to notify Lender of registration of lien by the Condominium Corporation for common maintenance arrears
$495.00	For each hour of administrative time spent by the Lender or its agent in dealing with issues of default related to this loan. This rate does not apply to solicitor services
$300.00	Inspection Fee (per property)
$90.00	Bank Wire Transfer Fee
	The Lender reserves the right to charge reasonable fees for other administrative services. Renewal and renewal fee to be at the discretion of the Lender. In the event of a further occurrence of the administrative fees as set out herein, the administrative fees shall increase by a further sum of $50.00 and this shall be on a cumulative basis.

Borrower(s)/Guarantor(s) Initials: ______

EXHIBIT "BB"

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., WORLD WIDE BEVERAGE INNOVATIONS INC., UNIQUE BEVERAGES (USA) INC., and ESEELA INC.

Applicants

CONSENT

Ernst & Young Inc. hereby consents to act as Court-appointed Monitor of the Applicants in this proceeding should such an Initial Order be granted by the Court.

Dated at Toronto, Ontario, this 2ND day of December, 2019.

ERNST & YOUNG INC.

Per: Alex Morrison

Name: Alex Morrison
Title: Senior Vice President

I have the authority to bind the corporation

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

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

Court File No. 19-CV-

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 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

AMENDED AND RESTATED INITIAL ORDER

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

ON READING the affidavits of Trevor Henry sworn on December 1, 2019 and December 6, 2019 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicants, the Monitor, the DIP Lender, and all other parties listed on the Counsel Slip, no one appearing for any other person, although duly served as it appears from the Affidavit of Service of ▶ sworn December 6, 2019, and on reading the consent of Ernst & Young Inc. to act as the Monitor.

SERVICE

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

APPLICATION

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESTRUCTURING

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

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

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

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

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

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

APPOINTMENT OF MONITOR

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

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

(a) monitor the Applicants' receipts and disbursements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIP FINANCING

35. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from 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 $7,500,000 unless permitted by further Order of this Court.

36. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicants and the DIP Lender dated as of November 27, 2019 (the "**Commitment Letter**"), filed.

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

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

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

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

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

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

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

53. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

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

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

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

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

Schedule "A"
Real Property

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

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

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

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

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED AND RESTATED INTIAL ORDER

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Suite 3200
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Toronto, ON M5K 1K7

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Fax: 416-304-1313

Lawyers for the Applicant

TAB 5

~~Revised: January 21, 2014~~

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	~~WEEKDAY~~THURSDAY, THE ~~#~~ 12th
	)	
JUSTICE MCEWEN	)	DAY OF ~~MONTH~~DECEMBER, ~~20YR~~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 ~~[APPLICANT'S NAME] (the "~~**AGMEDICA BIOSCIENCE INC. 2472602 ONTARIO INC., 2642466 ONTARIO INC., 8895309 CANADA INC., WELLWORTH HEALTH CORP., 8050678 CANADA INC., 8326851 CANADA INC., TAVIVAT NATURALS INC., WORLDWIDE BEVERAGE INNOVATIONS INC., UNIQUE BEVERAGES (USA) INC., and ESEELA INC.** (each an "**Applicant**~~"~~" and collectively, the "**Applicants**")

AMENDED AND RESTATED INITIAL ORDER

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

ON READING the ~~affidavit~~affidavits of ~~[NAME]~~Trevor Henry sworn ~~[DATE]~~on December 1, 2019 and December 6, 2019 and the Exhibits thereto, and on ~~being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on~~ hearing the submissions of counsel for ~~[NAMES]~~the Applicants, the Monitor, the DIP Lender, and all other parties listed on the Counsel Slip, no one appearing for ~~[NAME][1]~~any other person, although duly served as it appears from the ~~affidavit~~Affidavit of ~~service~~Service of

~~[1] Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

~~[NAME]~~ sworn ~~[DATE]~~December 6, 2019, and on reading the consent of ~~[MONITOR'S NAME]~~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[2] so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the ~~Applicant is a company~~Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall remain in possession and control of ~~its~~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 ~~Applicant~~Applicants shall continue to carry on business in a manner consistent with the preservation of ~~its~~their business (the "**Business**") and Property. The ~~Applicant is~~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 ~~it~~them, with liberty to retain such further Assistants as ~~it deems~~they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

[2] ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

5. ~~[~~**THIS COURT ORDERS** that the ~~Applicant~~Applicants shall be entitled to continue to utilize the central cash management system[3] currently in place ~~as described in~~or, with the ~~Affidavit~~consent of ~~[NAME] sworn [DATE] or~~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 ~~Applicant~~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 ~~Applicant~~Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.~~]~~

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

7. **THIS COURT ORDERS** that any of the Banks may rely on the representations of the applicable Applicant with respect to whether any cheques or other payment order drawn or issued by the applicable Applicant prior to the date of this Order should be honoured pursuant to this or

[3] ~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the applicable Applicant as provided for herein.

8. **THIS COURT ORDERS** that (i) those certain existing deposit agreements between the Banks shall continue to govern the post-filing cash management relationship between the Applicants and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, (ii) either any of the Applicants, with the consent of the Monitor, or the Banks may, without further Order of this Court, implement changes to the Cash Management Systems and procedures in the ordinary course of business pursuant to the terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts, and (iii) all control agreements in existence prior to the date of the commencement of these proceedings shall apply, including, as applicable, with respect to any debtor-in-possession financing facilities to be approved by this Court.

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

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

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

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

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

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

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

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

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

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

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

12. ~~9.~~ **THIS COURT ORDERS** that until a real property lease is disclaimed ~~**[or resiliated]**~~[4] in accordance with the CCAA, the ~~Applicant~~Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the ~~Applicant~~Applicants and the relevant landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

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

RESTRUCTURING

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

(a) permanently or temporarily cease, downsize or shut down any of ~~its~~their business or operations, ~~[~~and to dispose of redundant or non-material assets not exceeding $~~●~~500,000 in any one transaction or $~~●~~1,000,000 in the aggregate~~]~~[5];

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

~~[4] The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

~~[5] Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

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

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

15. ~~12.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall provide each of the relevant landlords with notice of the ~~Applicant~~Applicants'~~s~~ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the ~~Applicant~~Applicants'~~s~~ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant Applicant, or by further Order of this Court upon application by the ~~Applicant~~Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the ~~Applicant disclaims **[or resiliates]**~~Applicants disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, ~~it~~they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~**[or resiliation]**~~ of the lease shall be without prejudice to the ~~Applicant's~~Applicants' claim to the fixtures in dispute.

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

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~APPLICANTS OR THE PROPERTY

17. ~~14.~~ **THIS COURT ORDERS** that until and including ~~[DATE – MAX. 30 DAYS]~~March 12, 2020, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the ~~Applicant~~Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the ~~Applicant~~Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the ~~Applicant~~Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. ~~15.~~ **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 ~~Applicant~~Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the ~~Applicant~~Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the ~~Applicant~~Applicants to carry on any business which the ~~Applicant is~~Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

19. ~~16.~~ **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 ~~Applicant~~Applicants, except with the written consent of the ~~Applicant~~Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the ~~Applicant~~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 ~~Applicant~~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 ~~Applicant~~Applicants, and that the ~~Applicant~~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 ~~Applicant~~Applicants in accordance with normal payment practices of the ~~Applicant~~Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the ~~Applicant~~Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. ~~18.~~ **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 ~~Applicant~~Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.[6]

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. ~~19.~~ **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 ~~Applicant~~Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any

[6] ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

obligations of the ~~Applicant~~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 ~~Applicant~~Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Applicant~~Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

23. ~~20.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the ~~Applicant~~Applicants after the commencement of the within proceedings,[7] except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

24. ~~21.~~ **THIS COURT ORDERS** that the directors and officers of the ~~Applicant~~Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**")[8] on the Property, which charge shall not exceed an aggregate amount of $~~●~~900,000, as security for the indemnity provided in paragraph ~~[20]~~23 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~[38]~~41 and ~~[40]~~43 herein.

25. ~~22.~~ **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 ~~Applicant's~~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 ~~[20]~~23 of this Order.

APPOINTMENT OF MONITOR

26. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business

~~[7] The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

~~[8] Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

and financial affairs of the ~~Applicant~~Applicants with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant~~Applicants and ~~its~~their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

27. ~~24.~~ **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 ~~Applicant's~~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 ~~Applicant~~Applicants, to the extent required by the ~~Applicant~~Applicants, in ~~its~~their dissemination, to the DIP Lender and its counsel, on a ~~[TIME INTERVAL]~~periodic basis to be agreed on with the DIP Lender, of financial and other information as agreed to between the ~~Applicant~~Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) advise the ~~Applicant~~Applicants in ~~its~~their preparation of the ~~Applicant~~Applicants'~~s~~ 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~~, but not less than [TIME INTERVAL], or~~ as ~~otherwise~~ agreed to by the DIP Lender;

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

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

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

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

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

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

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

exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation or Cannabis Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation or the Cannabis Legislation, unless it is actually in possession.

30. ~~27.~~ **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the ~~Applicant~~Applicants and the DIP Lender with information provided by the ~~Applicant~~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 ~~Applicant~~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 ~~Applicant~~Applicants may agree~~.~~

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

32. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the ~~Applicant~~Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the ~~Applicant~~Applicants as part of the costs of these proceedings. The ~~Applicant is~~Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the ~~Applicant~~Applicants on a ~~[TIME INTERVAL]~~weekly basis~~ and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of $●[, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time~~.

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

34. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, if any, and the ~~Applicant~~Applicants'~~s~~ counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $500,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~41 and ~~[40]~~43 hereof.

DIP FINANCING

35. ~~32.~~ **THIS COURT ORDERS** that the ~~Applicant is~~Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from ~~[DIP LENDER'S NAME]~~Hillmount Capital Inc. (the "**DIP Lender**") in order to finance the ~~Applicant's~~Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed ~~$~~the principal amount of $7,500,000 unless permitted by further Order of this Court.

36. ~~33.~~ **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 ~~Applicant~~Applicants and the DIP Lender dated as of ~~[DATE]~~November 27, 2019 (the "**Commitment Letter**"), filed.

37. ~~34.~~ **THIS COURT ORDERS** that the ~~Applicant is~~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 ~~Applicant is~~Applicants are hereby authorized and directed to pay and perform all of ~~its~~their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. ~~35.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge to the maximum principal amount of $7,500,000 (the "**DIP Lender's Charge**") on the Property including, without limiting the foregoing, the real property identified in Schedule "A" hereto (the "**Real Property**"), which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~[38]~~41 and ~~[40]~~43 hereof.

39. ~~36.~~ **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 ~~Applicant~~Applicants and the Monitor, may exercise any and all of its rights and remedies against the ~~Applicant~~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 ~~Applicant~~Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the ~~Applicant~~Applicants against the obligations of the ~~Applicant~~Applicants to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the ~~Applicant~~Applicants and for the appointment of a trustee in bankruptcy of the ~~Applicant~~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 ~~Applicant~~Applicants or the Property.

40. ~~37.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the ~~Applicant~~Applicants under the

CCAA, or any proposal filed by the ~~Applicant~~Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

41. ~~38.~~ **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~~[9]~~:

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

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

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

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

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

44. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Applicant~~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~~Charges, unless the ~~Applicant~~Applicants also

~~[9] The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

~~obtains~~obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

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

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

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

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

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

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

SERVICE AND NOTICE

48. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~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 ~~Applicant~~Applicants of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

49. ~~45.~~ **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 '<@>'.

50. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the ~~Applicant~~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 ~~Applicant's~~Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Applicant~~Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

53. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the ~~Applicant~~Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Applicant~~Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign

proceeding, or to assist the ~~Applicant~~Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

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

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

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

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

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Schedule "A"
Real Property

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

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

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

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

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

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED AND RESTATED INTIAL ORDER

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Input:	
Document 1 ID	iManage://TGF-WSS01/Client/2766540/1
Description	#2766540v1<Client> - intitial-order-CCAA-EN (3)
Document 2 ID	iManage://TGF-WSS01/Client/2768045/4
Description	#2768045v4<Client> - Amended and Restated Initial Order (December 6, 2019 Draft)
Rendering set	Standard

Legend:	
Insertion	
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Style change	
Format change	
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Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

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Moved to	0
Style change	0
Format changed	0
Total changes	576

TAB 6

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

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

NON-CORE REAL ESTATE ORDER

THIS MOTION, 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 affidavits of Trevor Henry sworn Sunday, December 1, 2019 and Friday, December 6, 2019 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicants, the Monitor, the DIP Lender, and all other parties listed on the Counsel Slip, no one appearing for any other person, although duly served as it appears from the Affidavit of Service of ▶ sworn December 6, 2019,

SERVICE

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

NON-CORE REAL ESTATE

2. **THIS COURT ORDERS** that the Applicants be and are hereby authorized to retain CBRE Limited ("**CBRE**") to act as real estate agent with respect to the Applicants' non-core real property assets (the "**Non-Core Real Estate**") listed in Schedule "A".

3. **THIS COURT ORDERS** that the Applicants be and are hereby authorized to, with the assistance of CBRE and the Monitor, conduct a sales process with respect to the Non-Core Real Estate (the "**Sales Process**").

4. **THIS COURT ORDERS** that CBRE be and is hereby authorized to update the Applicants and the Monitor as to all matters with respect to the Sales Process.

____

Schedule "A"
Non-Core Real Estate

(1) 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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NON-CORE REAL ESTATE ORDER

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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.**

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MOTION RECORD

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