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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

MOTION RECORD
Returnable February 21, 2020

February 18, 2020

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Lawyers for the Applicants

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TAB 1

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(each an **"Applicant"** and collectively, the **"Applicants"**)

Applicants

AMENDED NOTICE OF MOTION

(Re: Sale Approval and Vesting Order)
(Returnable February 21, 2020)

The Applicants will make a motion to a Judge presiding over the Commercial List on February 21, 2020, at 10:00 a.m. (EST), or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING:

This motion is to be heard orally.

THIS MOTION IS FOR:

1. an Order substantially in the form attached to the Motion Record at Tab 3 (the "**Sale Approval and Vesting Order**"):

   (a) approving the transaction contemplated by the agreement (the "**Agreement of Purchase and Sale**") entered into between 2642466 Ontario Inc. (the "**Vendor**") and 1803299 Ontario Inc. (the "**Purchaser**") dated January 31, 2020, wherein the Purchaser agreed to purchase the real property known municipally as 650 Riverview Drive, Chatham, Ontario (the "**Property**") from the Vendor, subject to the terms and conditions of the Agreement of Purchase and Sale;

(b) sealing the Confidential Schedule "A" to the Affidavit of Trevor Henry sworn February 14, 2020 until the completion of the transaction contemplated by the Agreement of Purchase and Sale;

2. an Order substantially in the form attached to the Motion Record at Tab 4 (the "**Distribution Order**");

(a) approving the distribution of the net proceeds from the sale of the Property; and

3. such further and other relief as this Court deems just.

THE GROUNDS FOR THIS MOTION ARE:

Overview

4. the Applicants obtained an initial order on December 2, 2019, as amended and restated, (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**"). The Initial Order, among other things, appointed Ernst & Young Inc. to act as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**");

5. on December 12, 2019, the Applicants obtained another order (the "**Non-Core Real Estate Order**") authorizing them to, *inter alia*, retain CBRE Limited ("**CBRE**") to act as real estate agent with respect to the Applicants' non-core real property assets, including the Property;

Agreement of Purchase and Sale

6. as part of their restructuring strategy, the Applicants are seeking the approval of this Court to sell the Property in accordance with the terms and conditions of the Agreement of Purchase and Sale;

7. a key component of the Applicants' operational restructuring strategy is to focus their efforts on expanding production capacity and reducing input costs with respect to the production of cannabis products at their main facility – the Property does not factor into this strategy;

8. CBRE canvassed the market for potential purchasers and the Purchaser ultimately confirmed acceptance of the Agreement of Purchase and Sale with the Purchaser on January 31, 2020;

9. the purchase price under the Agreement of Purchase and Sale represents the highest and best value for the Property and is in the best interests of the Applicants and their stakeholders generally;

10. the proceeds from the Agreement of Purchase and Sale will be used to pay down $2,000,000 of the Applicant's indebtedness under the DIP Facility, as required by section 18(b) of the DIP Facility Agreement, with the balance being distributed to SF V Bridge III, LP in partial repayment of the amounts due and owing by the Applicants thereto;

Other Grounds

11. the Applicants also rely on:

(a) the provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court; and

(b) such further and other grounds as counsel may advise and this Honourable Court may permit.

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

12. Affidavit of Trevor Henry, sworn February 18, 2020;

13. the Fifth Report of the Monitor, to be filed; and

14. such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

February 18, 2020

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Lawyers for the Applicants

TO: **SERVICE LIST**

Schedule "A"

SERVICE LIST

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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APPLICANTS

SERVICE LIST
(as at February 10, 2020)

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED NOTICE OF MOTION

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Lawyers for the Applicants

TAB 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
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(each an **"Applicant"** and collectively, the **"Applicants"**)

Applicants

AFFIDAVIT OF TREVOR HENRY
(Sworn February 18, 2020)

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

I. INTRODUCTION

1. I am the Chief Executive Officer of AgMedica Bioscience Inc. ("**AgMedica**"). As AgMedica's CEO, my primary responsibilities include managing the overall operations and resources of the company, making major corporate decisions, and acting as the main point of contact between the board of directors and the corporate operations team.

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

3. This affidavit is sworn in support of a motion for an Order (the "**Approval and Vesting Order**"):

(a) approving the transaction contemplated by the agreement (the "**Agreement of Purchase and Sale**") entered into between 2642466 Ontario Inc. (the "**Vendor**") and 1803299 Ontario Inc. (the "**Purchaser**") dated January 31, 2020, wherein the Purchaser agreed to purchase the real property known municipally as 650 Riverview Drive, Chatham, Ontario (the "**Property**") from the Vendor, subject to the terms and conditions of the Agreement of Purchase and Sale; and

(b) sealing the Confidential Schedule "A" to this Affidavit until the completion of the transaction contemplated by the Agreement of Purchase and Sale.

II. AGREEMENT OF PURCHASE AND SALE

The Property is a Non-Core Asset

4. On December 12, 2019, the Applicants obtained an Order (the "**Non-Core Real Estate Order**"), pursuant to which, *inter alia*, the Applicants were authorized to retain CBRE Limited ("**CBRE**") to act as real estate agent with respect to the Applicants' non-core real property assets, including the Property.

5. Since December 12, 2019, the Property has been listed for sale.

6. As part of their restructuring strategy, the Applicants seek the approval of this Court to sell the Property in accordance with the terms and conditions of the Agreement of Purchase and Sale.

7. Selling the Property is in the best interests of the Applicants and their stakeholders generally. Doing so will generate liquidity, deleverage the business, and help the Applicants: (i) continue carrying on business in the ordinary course during these CCAA proceedings; and (ii) counterbalance negative variances, if any, in the Cash Flow Forecast.

8. A key component of the Applicants' operational restructuring strategy is to focus their efforts on expanding production capacity and reducing input costs with respect to the production of cannabis products at their sole production facility located at 566 Riverview Drive, Chatham, Ontario.

9. Although the Property was originally purchased by the Applicants approximately one and a half years ago with a view to potentially expanding the Applicants' production capacity, at this time, given the Applicants' current operational restructuring strategy outlined above, there is no intention to carry out any production at the Property at any point in the future.

10. Accordingly, following the commencement of these CCAA proceedings, the Applicants determined that the Property is a non-core asset, and was included as a non-core property in the Non-Core Real Estate Order.

The Solicitation Process was Fair and Reasonable

11. As noted above, pursuant to the Non-Core Real Estate Order, the Applicants retained the services of CBRE to canvass the market for potential purchasers for the Property (the "**Solicitation Process**").

12. As part of the Solicitation Process, I understand from CBRE that it placed signage on the property, created marketing materials and initiated an email marketing campaign which included

e-mails to 455 targeted industrial users through Southwestern Ontario and 420 co-operating commercial brokers across Southwestern Ontario.

13. Five different groups of potential buyers viewed the Property with CBRE, two of whom submitted offers, including the Purchaser.

14. Based on the above efforts, the Applicants and the Monitor are of the view that the Solicitation Process was fair and reasonable in the circumstances.

Agreement of Purchase and Sale

15. Acceptance of the Agreement of Purchase and Sale was confirmed on January 31, 2020. A copy of the Agreement of Purchase and Sale is attached as **Exhibit "A"**. A copy of the parcel register for the Property is attached as **Exhibit "B"**.

16. The purchase price contemplated by the Agreement of Purchase and Sale (the "**Purchase Price**") is greater than $500,000. Accordingly, the transaction contemplated by the Agreement of Purchase and Sale requires, and is conditional upon, Court-approval.

17. The Applicants, with the assistance of CBRE and the Monitor, determined that the highest and best value for the Property would be obtained by selling it on a standalone basis through CBRE and pursuant to the Agreement of Purchase and Sale, outside of the SISP, as the Property (along with the other non-core real estate) does not form part of the Applicants' core business of producing cannabis products. The Agreement of Purchase and Sale is in the best interests of the Applicants and their stakeholders generally.

18. I am advised by counsel that the Monitor is of the view that: (i) the Purchase Price and the terms and conditions of the Agreement of Purchase and Sale are fair and reasonable; and (ii) selling the Property pursuant to the Agreement of Purchase and Sale is in the best interests of the Applicants and their stakeholders generally.

19. The Purchase Price under the Agreement of Purchase and Sale attached at Exhibit A has been redacted. An unredacted copy is attached as **Confidential Exhibit "A"**. The Purchase Price is commercially sensitive information the disclosure of which could adversely affect the Applicants. In the event the transaction contemplated by the Agreement of Purchase and Sale does not close as a result of the Court not granting the proposed Approval and Vesting Order, which is a condition to closing thereunder, CBRE will need to go back to market with the Property. Disclosure of the Purchase Price may hamper any future attempts by the CBRE to market the Property.

III. CONCLUSION

20. This affidavit is sworn in support of the Applicants' motion for the Approval and Vesting Order and for no improper purpose.

SWORN before me at the Municipality of Chatham-Kent, in the Province of Ontario, this 18th day of February, 2020. Commissioner for Taking Affidavits NOTARY PUBLIC COMMAND 1.	**TREVOR HENRY**

EXHIBIT "A"

OREA Ontario Real Estate Association

Agreement of Purchase and Sale
Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this .... day of .... January .... 20 20 ....

BUYER: 1803299 ONTARIO INC. (Full legal names of all Buyers), agrees to purchase from

SELLER: 2642466 ONTARIO INC. (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 650 Riverview Drive, Chatham

fronting on the south side of Riverview Drive

in the City of Chatham

and having a frontage of 953.33 ft. more or less by a depth of irregular more or less

and legally described as 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 27748 (Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN$) [redacted]

[redacted] Dollars

DEPOSIT: Buyer submits upon acceptance (Herewith/Upon Acceptance/as otherwise described in this Agreement)

[redacted] Dollars (CDN$) [redacted]

by negotiable cheque payable to CBRE Limited, In Trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A , B & Confirmation of Cooperation and Representation **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by ~~Buyer~~ Seller (Seller/Buyer) until 5:00 (a.m./p.m.) on the ~~29~~ 5th day of ~~January~~ February, 20 20, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the .... day of .... See Schedule A ...., 20............ Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): KB **INITIALS OF SELLERS(S):**

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .... (For delivery of Documents to Seller)
FAX No.: .... (For delivery of Documents to Buyer)

Email Address: .... (For delivery of Documents to Seller)
Email Address: .... (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:**
See Schedule A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
See Schedule A

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
Hot Water Tank (if applicable)

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): KB **INITIALS OF SELLERS(S):**

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the .... day of.................See Schedule A........................, 20................, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.......M1-1323 (General Industrial).......) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): KB **INITIALS OF SELLERS(S):**

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. ~~**UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): KB **INITIALS OF SELLERS(S):**

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	1803299 ONTARIO INC. Kathryn Barbon (Buyer/Authorized Signing Officer)	(Seal)	Jan 23/20 (Date)
(Witness)	(Buyer/Authorized Signing Officer)	(Seal)	(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Janis Robinson (Witness)	2642466 ONTARIO INC. (Seller/Authorized Signing Officer)	(Seal)	Jan 31, 2020 (Date)
(Witness)	(Seller/Authorized Signing Officer)	(Seal)	(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 5:00 (a.m./p.m.) this 31 day of January, 2020.

Kathryn Barbon (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage CBRE LIMITED, BROKERAGE (519) 673-6444 (Tel.No.)

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

Co-op/Buyer Brokerage .... (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.	I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
(Seller) 2642466 ONTARIO INC. (Date)	(Buyer) 1803299 ONTARIO INC. (Date)
(Seller) (Date)	(Buyer) (Date)
Address for Service	Address for Service
(Tel. No.)	(Tel. No.)
Seller's Lawyer Rosa Lupo, Gowling WLG (Canada) LLP	Buyer's Lawyer Beth Mullin, McKenzie Lake Lawyer LLP
Address 50 Queen Street N., Suite 1020, PO Box 2248 Kitchener N2H 6M2	Address 140 Fullarton Street, Suite 1800, London, ON N6A 5P2
Email rosa.lupo@gowlingwlg.com	Email mullin@mckenzielake.com
519-575-7511 (Tel. No.) 519-571-5011 (Fax. No.)	519-672-5666 (Tel. No.) 519-672-2674 (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: 1803299 ONTARIO INC., and

SELLER: 2642466 ONTARIO INC.

for the purchase and sale of 650 Riverview Drive, Chatham

dated the 23 day of January, 2020

Buyer agrees to pay the balance as follows:

1. FURTHER SUM

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft, certified cheque or wire transfer using the Large Value Transfer System to the Seller on completion of this transaction.

2. SECOND DEPOSIT

After waiver of all conditions, a second deposit (the "Second Deposit") in the amount of [redacted] CDN) shall be paid by the Buyer to CBRE Limited to be held in trust pending completion of this Agreement and to be credited to the purchase price on closing.

3. CLOSING DATE

This Agreement shall be completed on the Twentieth (20th) day following notice of satisfaction or waiver of the Buyer's conditions.

4. CONDITIONS

This Offer shall be conditional in favour of the Buyer for Fifteen (15) days following acceptance of the Offer, upon the following:

a) ENVIRONMENTAL

The Buyer, at the Buyer's expense, being satisfied with the environmental condition of the land and building. The Buyer, at its expense, may conduct an environmental inspection Phase I and / or Phase II. The Seller agrees to supply to the Buyer within five (5) business days after acceptance of this Offer to Purchase, all copies of environmental reports in the Seller's possession or control (if any). Should the Buyer hire agents or consultants, the cost and the responsibility for such work shall be for the account of the Buyer.

The Buyer covenants and agrees to restore the properties forthwith after the inspection(s) to their pre-existing physical condition prior to the time of the first such inspection and to indemnify Seller from all loss arising from Buyer's test and inspections.

Fulfilling of the above conditions shall be in writing and delivered to the Seller or the Seller's Solicitor within the prescribed dates. If no such written notice is received as outlined above, this offer shall be at an end and the Buyer's deposit together with any accrued interest shall be returned to him in full.

These conditions are for the benefit of the Buyer and may be waived by him by notice in writing to the Seller or to the Seller's solicitor on or before the aforementioned prescribed dates.

5. TITLE SEARCH

The Buyer shall be allowed until 5:00 p.m. on the Tenth (10th) day after removal of all conditions to examine the title to the Property as contemplated under Section 8 of the pre-printed form of this Agreement of Purchase and Sale.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): KB   INITIALS OF SELLERS(S):

OREA Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: 1803299 ONTARIO INC., and

SELLER: 2642466 ONTARIO INC.

for the purchase and sale of 650 Riverview Drive, Chatham

dated the 23rd day of January, 2020

Buyer agrees to pay the balance as follows:

6. TENANTS

The Buyer shall assume all existing Tenants on site.

a) Community Living Chatham-Kent
b) Enviroshake Quality Engineered Roofing
c) Hopkins Canada, Inc.
d) Highbury Canco Corporation
~~e) Howell's Marine Sales & Services~~

7. SELLER DELIVERIES

Within Five (5) business days following acceptance of this Offer, the Seller will provide to the Buyer, the following Seller Deliveries pertaining to the subject property:

a) Copies of all Leases affecting the property;
b) Copies of all Environmental reports in the Seller's possession;
c) Copies of all Inspection reports in the Seller's possession;
d) Copies of all Appraisal reports in the Seller's possession;
e) Copies of all Building Plans in the Seller's possession;
f) Copies of all Utility Bills (gas, hydro & water) for the last 18 months;
g) A copy of the 2019 Final Tax Bills; and
h) A copy of the survey in the possession and control of the Seller.
~~i) Any other pertinent information the Buyer should be made aware of.~~

8. PROPERTY ACCESS

The parties agree that the Buyer, from the date of acceptance of the Agreement shall have the right of access to the Property for the purpose of inspections that the Buyer may deem necessary in relation to any building and environmental inspections it may require. Such inspections and access shall be conducted during reasonable hours and at times scheduled with the Seller, upon not less than 24 hour notice. The Buyer agrees that in the event of a termination of the Agreement, to restore the Real Property to its condition as existed prior to the undertaking of such inspections.

9. FIXTURES AND CHATTELS

Buyer and the Seller agree that all existing fixtures and chattels that are used in connection with the property and owned by the Seller are included in the purchase price, including but not limited to, all heating, air conditioning, plumbing, electrical, ventilating, transformers, loading docks, drainage and other fixtures, service equipment and mechanical systems annexed thereto or located therein. All fixtures and chattels related to the ongoing business of the Seller and/or the Tenant(s) shall not be included in the sale of the property.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): KB **INITIALS OF SELLERS(S):**

Ontario Real Estate Association

Schedule A
Agreement of Purchase and Sale – Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: 1803299 ONTARIO INC., and

SELLER: 2642466 ONTARIO INC.

for the purchase and sale of 650 Riverview Drive, Chatham

dated the 22 day of January, 2020

Buyer agrees to pay the balance as follows:

10. ASSIGNMENT

The Buyer shall have the right to assign the within Agreement of Purchase and Sale to any person or limited company which is an affiliate of the Buyer person or company shall assume all the obligations of the Buyer created or imposed by the within Agreement, provided however that the Buyer shall remain jointly and severally liable with any assignee, under this Agreement until completion of the transaction. Such assignment shall only be valid provided the Buyer delivers to the Seller's solicitors a true copy of such assignment at least five (5) business days prior to the date of closing herein and advises the Seller's solicitors of the name of the solicitors acting for the assignee.

11. AS IS, WHERE IS

Following waiver of Buyer's conditions, the Buyer acknowledges it is purchasing the property in "As Is, Where Is" Condition and indemnifies the Seller from any and all future liabilities that may result from the property after the closing of this transaction. The Buyer accepts the property on an "As Is, Where Is" basis and there is no condition, representation or warranty of any kind, expressed or implied, as to the condition, state or nature of the property by the Seller.

12. REALTOR REPRESENTATION

The Buyer and Seller acknowledge and agree that CBRE Limited represents the interest of the Buyer and the Seller in this transaction, thereby providing client service to both and acting in a multiple representation capacity.

13. LEGAL ADVICE

The Parties to this Agreement acknowledge that CBRE Limited has recommended that they obtain advice from their Legal Counsel prior to signing this document. The parties further acknowledge that no information provided by CBRE Limited is to be construed as expert legal, environmental, zoning or tax advice.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): KB **INITIALS OF SELLERS(S):**

OREA Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: 1803299 ONTARIO INC., and

SELLER: 2642466 ONTARIO INC.

for the purchase and sale of 650 Riverview Drive, Chatham

dated the 23 day of January, 2020

Buyer agrees to pay the balance as follows:

14. SELLER'S CONDITIONS

The Seller's obligations under this Agreement shall be conditional for 10 business days (the "Seller's Conditional Period") from the date the Buyer waives all of the conditions in s. 4 above on the following:

1) The Seller shall have received the approval and consent of this Agreement from Ernst & Young Inc., the Court-appointed monitor in the Seller's CCAA proceedings, in the Seller's sole discretion.

2) The Seller shall have obtained an Approval and Vesting Order from the Ontario Superior Court with respect to the Agreement and the sale of the Property.

In the event that any one or more of the above conditions have not been fully waived by written notice by the Seller to the Buyer on or before the end of the Seller's Condition Period, then this Agreement shall come to an end and the Deposit shall be returned to the Buyer without deduction, and the Seller shall have no further obligations to the Buyer under this Agreement. These conditions are only for the benefit of the Seller and impose no obligation of any kind on the Seller.

15. TAX REBATE CREDITS

The Buyer shall provide an undertaking to remit any reimbursement monies or issue a cheque to Seller for the equivalent dollar amount of any reimbursement credits received from the Municipality of Chatham-Kent arising from the Seller's application for any property tax rebates for its period of ownership of the Property.

16. ACCESS FOLLOWING WAIVER

The Seller shall grant the Buyer access following waiver of the Buyer's Conditions to commence building improvements.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): **INITIALS OF SELLERS(S):**

OREA Ontario Real Estate Association

Form 505
for use in the Province of Ontario

Schedule B

Agreement of Purchase and Sale – Commercial

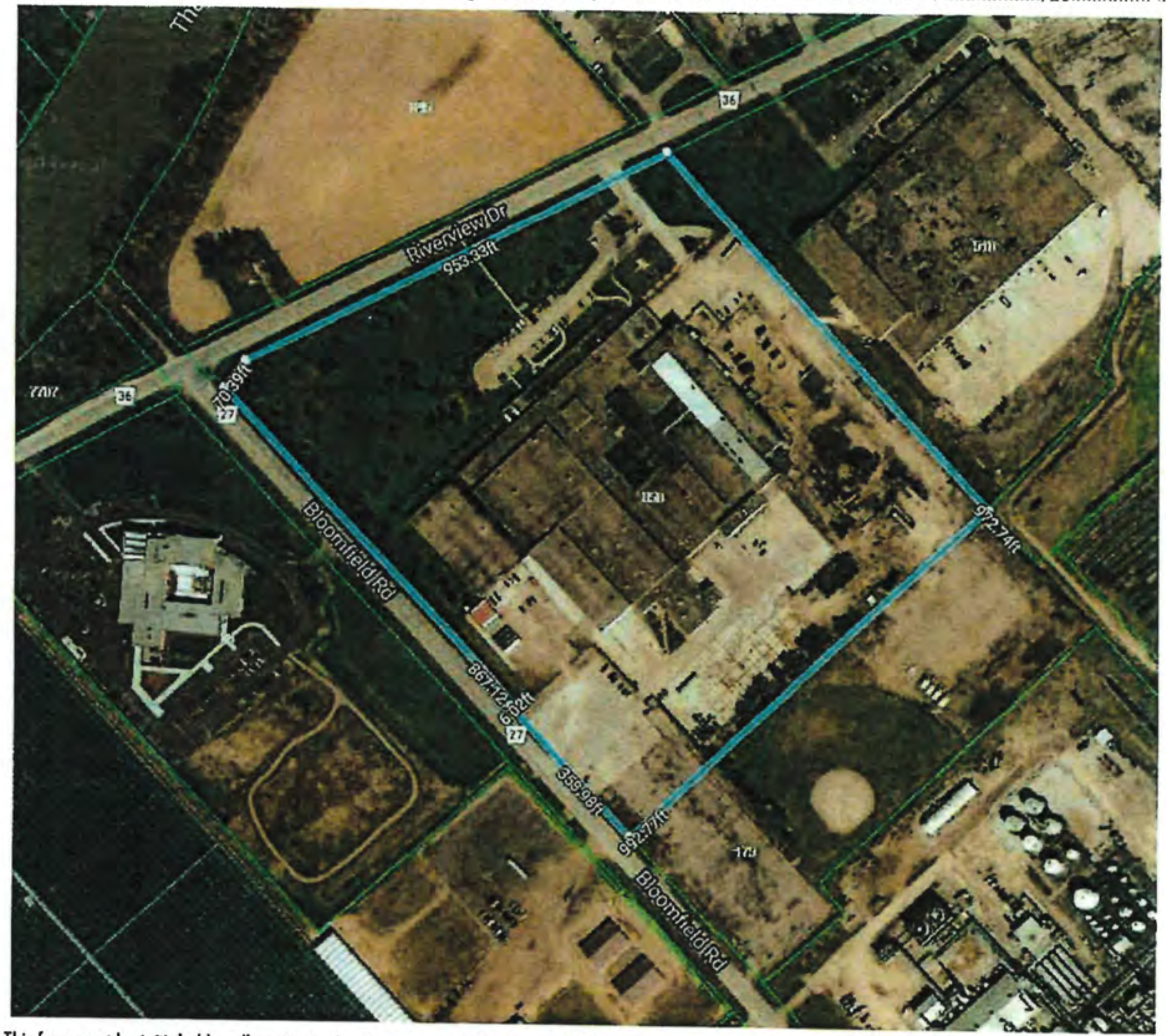
This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: 1803299 ONTARIO INC. and

SELLER: 2642466 ONTARIO INC.

for the purchase and sale of 650 Riverview Drive, Chatham

dated the 23 day of January 2020



This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): KB **INITIALS OF SELLER(S):**

OREA Ontario Real Estate Association

Confirmation of Co-operation and Representation

Form 320
for use in the Province of Ontario

BUYER: 1803299 ONTARIO INC.

SELLER: 2642466 ONTARIO INC.

For the transaction on the property known as: 650 Riverview Drive, Chatham

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:
"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
- 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

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

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

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

The Buyer acknowledges that the Listing Team (Randy Fisher and Larin Shouldice) has another Offer on 650 Riverview Drive, Chatham and the Listing Team (Randy Fisher and Larin Shouldice) are providing client service to the other party that has submitted the Letter of Intent (LOI). The Buyer consents to the Listing Team (Randy Fisher and Larin Shouldice) to continue to represent the Buyer in a client service manner on 650 Riverview Drive, Chatham.

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

☐ The Brokerage .... (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid

☐ by the Seller in accordance with a Seller Customer Service Agreement

or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER	CO-OPERATING/BUYER BROKERAGE	SELLER	LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.

c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property

.... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

(Name of Co-operating/Buyer Brokerage)	CBRE LIMITED, BROKERAGE (Name of Listing Brokerage)
	30-380 WELLINGTON STREET LONDON ON N6A5B5
Tel: .... Fax:	Tel: (519) 673-6444 Fax: (519) 673-6948
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)	(Authorized to bind the Listing Brokerage) JANUARY 24, 2020 (Date)
(Print Name of Salesperson/Broker/Broker of Record)	RANDY FISHER (Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

KB — **BUYER'S INITIALS**

SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

(Signature of Buyer) 1803299 ONTARIO INC	Jan 23/20 (Date)	(Signature of Seller) [illegible] ONTARIO INC	Jan 31, 2020 (Date)
(Signature of Buyer)	(Date)	(Signature of Seller)	(Date)

EXHIBIT “B”

* 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	

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.

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.						
CK167114	2019/12/05	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	HILLMOUNT CAPITAL INC.	C
REMARKS: CHARGING ORDER						
CK167729	2019/12/18	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	STABILIS GP V, LLC	C
REMARKS: CHARGING ORDER						

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.

CONFIDENTIAL EXHIBIT “A”

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF TREVOR HENRY

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Lawyers for the Applicants

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MISTER	)	FRIDAY, THE 21st
	)	
JUSTICE MCEWEN	)	DAY OF FEBRUARY, 2020

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

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

APPROVAL AND VESTING ORDER
(Sale of 650 Riverview Property)

THIS MOTION, made by the Applicants pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the 2642466 Ontario Inc., as vendor (the “**Vendor**”), and 1803299 Ontario Inc. (the "**Purchaser**"), as purchaser, dated January 31, 2020 (the "**Sale Agreement**"), a copy of which is attached as Confidential Exhibit “A” to the Affidavit of Trevor Henry sworn February 18, 2020 for all of the Vendor’s right, title and interest in and to the property described as the "Real Property" in the Sale Agreement including all of the lands and premises municipally described as 650 Riverview Drive, Chatham, Ontario (the “**Purchased Assets**”) and vesting in the Purchaser, or as it may direct in accordance with the Sale Agreement, the Purchased Assets, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Trevor Henry dated February 18, 2020 and the Fifth Report dated February ▶, 2020 and appendices thereto, and on hearing the submissions of counsel for the Applicants, and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Owen Gaffney sworn February 18, 2020, filed,

APPROVAL OF SALE AGREEMENT AND TRANSACTION

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Vendor is hereby authorized and approved. The Vendor is hereby authorized to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, or as it may direct.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Vendor’s right, title and interest in and to the Purchased Assets, including without limitation the subject real property identified in **Schedule "B"** hereto (the "**Real Property**"), shall vest absolutely in the Purchaser, or as it may direct, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, leases, notices of lease, subleases, licences, restrictions, contractual rights, options, judgments,

liabilities (direct, indirect, absolute or contingent), obligations, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Amended and Restated Order of the Honourable Justice McEwen dated December 12, 2019; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders and declares that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets and are non-enforceable and non-binding as against the Purchaser.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Kent (No. 24) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser, or as it may direct, as the owner of the subject Real Property in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule "C"** hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if

the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

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

(a) the pendency of these proceedings;

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

(c) any assignment in bankruptcy made in respect of the Vendor,

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

SEALING

7. **THIS COURT ORDERS** that Confidential Schedule “A” to the Affidavit of Trevor Henry sworn February 14, 2020 shall be and is hereby sealed, kept confidential and shall not form part

of the public record unless and until the Monitor files the Monitor's Certificate in accordance with paragraph 5 hereof.

GENERAL

9. **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 Monitor and its 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

SCHEDULE "A"

FORM OF MONITOR'S CERTIFICATE

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

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

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

MONITOR'S CERTIFICATE

RECITALS

1. Pursuant to an Amended and Restated Order of the Honourable Mr. Justice McEwen of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated December 12, 2019 (as amended, the "**Initial Order**"), Ernst & Young Inc. was appointed as monitor (in such capacity, the "**Monitor**") of the Applicants.

2. Pursuant to an Order of the Court dated February 21, 2020, the Court approved the agreement of purchase and sale between 2642466 Ontario Inc., as vendor (the “**Vendor**”), and 1803299 Ontario Inc., as purchaser (the "**Purchaser**"), dated January 31, 2020 (the "**Sale Agreement**"), and provided for the vesting in the Purchaser, or as it may direct in accordance with the Sale Agreement, of all of the Vendor’s right, title and interest in and to all of the Vendor’s

right, title and interest in and to the property described as the “Real Property” in the Sale Agreement including all of the lands and premises municipally described as 650 Riverview Drive, Chatham, Ontario (the “**Purchased Assets**”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Monitor.

3. The Monitor has been advised by the Vendor and/or the Purchaser, as applicable, that: (i) the Purchaser has paid and the Vendor has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement; (ii) the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser, as applicable, in accordance with their terms; and (iii) aside from the delivery of this certificate, the transaction has been completed.

4. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Vendor has received, the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;

2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser, as applicable, in accordance with their terms;

3. The transaction has been completed to the satisfaction of the Monitor; and

This Certificate was delivered by the Monitor at _____________ [TIME] on _______________ [DATE].

ERNST & YOUNG INC., solely in its capacity as court appointed monitor of the Applicants, and not in its personal capacity or in any other capacity

Per: ____________________________________

Name:

Title:

SCHEDULE "B"
LEGAL DESCRIPTION OF THE REAL PROPERTY

650 Riverview Drive, Chatham, Ontario

PIN 00528-0218 (LT)

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

SCHEDULE "C"
INSTRUMENTS TO BE DELETED FROM PIN NO. 00528-0218 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
CK158944	2019/05/31	Charge	$20,000,000	2642466 Ontario Inc.	Stabilis GP V, LLC
CK167114	2019/12/05	APL Court Order	n/a	Ontario Superior Court of Justice	Hillmount Capital Inc.
CK167729	2019/12/18	APL Court Order	n/a	Ontario Superior Court of Justice	Stabilis GP V, LLC

SCHEDULE "D"
PERMITTED ENCUMBRANCES FROM PIN NO. 00528-0218 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
24R872	1974/09/13	Plan Reference	n/a	n/a	n/a
277488	1974/11/01	Transfer Easement	$1,291	Motor Wheel Corporation of Canada Ltd.	Union Gas Limited
483252	1989/11/24	Bylaw	n/a	City of Chatham	n/a
24R5827	1997/01/08	Plan Reference	n/a	n/a	n/a

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

APPROVAL AND VESTING ORDER

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Lawyers for the Applicants

TAB 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	**)**	FRIDAY, THE 21st
	)	
JUSTICE MCEWEN	**)**	DAY OF FEBRUARY, 2020

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

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

DISTRIBUTION ORDER
(Distribution of Net Proceeds from Sale of 650 Riverview Property)

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order approving a distribution of the net proceeds from the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the 2642466 Ontario Inc., as vendor (the "**Vendor**"), and 1803299 Ontario Inc. (the "**Purchaser**"), as purchaser, dated January 31, 2020 (the "**Sale Agreement**"), a copy of which is attached as Confidential Exhibit "A" to the Affidavit of Trevor Henry sworn February 18, 2020 for all of the Vendor's right, title and interest in and to the property described as the "**Real Property**" in the Sale Agreement, including all of the lands and premises municipally described as 650 Riverview Drive, Chatham, Ontario (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Trevor Henry dated February 18, 2020 (the "**Henry Affidavit**") and the Fifth Report of Ernst & Young Inc., in its capacity as court-appointed monitor (the "**Monitor**")dated February ▶, 2020 and appendices thereto (the "**Fifth Report**"), and on hearing the submissions of counsel for the Applicants, and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Owen Gaffney sworn February 18, 2020, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Amended Notice of Motion and the Motion Record in support of this motion and the Fifth Report be and is hereby abridged and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall be as defined in the Henry Affidavit and the Fifth Report, and that the following terms shall have the following meanings for the purpose of this Order:

   (a) "**DIP Facility**" means the secured super-priority debtor-in-possession non-revolving credit facility offered by the DIP Lender to the Applicants pursuant to the DIP Facility Agreement and secured by the DIP Lender's Charge granted in the Initial Order;

(b) “**DIP Facility Agreement**” means the DIP Facility Loan Agreement among the DIP Lender and the Applicants as approved by this court on January 3, 2020;

(c) “**DIP Lender**” means SF V Bridge III, LP;

(d) “**DIP Lender Distribution**” means $2,000,000;

(e) “**Initial Order**” means the Amended and Restated Initial Order granted in these proceedings dated December 12, 2019;

(f) “**Proceeds**” means the net proceeds from the Transaction;

(g) “**Secured Borrowers**” means 2472602 Ontario Inc. and 2642466 Ontario Inc.;

(h) “**Secured Creditor**” means SF V Bridge III, LP;

(i) “**Secured Creditor Distribution**” means the Proceeds less the DIP Lender Distribution; and,

(j) “**Secured Facility**” means the secured facility offered by the Secured Creditor to the Secured Borrowers pursuant to the Loan Agreement dated May 31, 2019.

DISTRIBUTION

3. **THIS COURT ORDERS** that, subject to the closing of the Transaction, the Applicants are authorized, directed and empowered to distribute out of the Proceeds, the DIP Lender Distribution to the DIP Lender as partial satisfaction of amounts due and owing under the DIP Facility.

4. **THIS COURT ORDERS** that, subject to the closing of the Transaction, the Secured Borrowers are authorized, directed and empowered to make the Secured Creditor Distribution to the Secured Creditor in partial satisfaction of amounts due and owing under the Secured Facility.

5. **THIS COURT ORDERS** that the Monitor is hereby authorized, directed and empowered to take any further steps that it deems necessary or desirable to complete the distributions described in paragraphs 3 and 4 above.

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

(a) the pendency of these proceedings;

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

(c) any assignment in bankruptcy made in respect of the Applicants,

the DIP Lender Distribution and the Secured Creditor Distribution shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall they constitute nor be deemed to be fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, or other reviewable transactions under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation, and shall, upon the receipt thereof by the DIP Lender and the Secured Creditor, be free of all claims, liens, security interests, charges or other encumbrances granted by or relating to the Applicants.

MISCELLANEOUS

7. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

8. **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, or abroad, 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.

9. **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.

____

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

DISTRIBUTION ORDER

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Toronto, ON M5K 1K7

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Adam Driedger (LSO# 77296F)
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Tel: 416-304-1616
Fax: 416-304-1313

Lawyers for the Applicants

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
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