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
(Re: Meeting Order & Late Claims Order)
(Returnable August 4, 2020)

July 29, 2020

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(Re: Meeting Order & Late Claims Order)
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TAB 1

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

Applicants

NOTICE OF MOTION
(Re: Meeting Order & Late Claims Order)
(Returnable August 4, 2020)

The Applicants will make a motion to a Judge presiding over the Commercial List on August 4, 2020, at 10:00 a.m. (EST), or as soon after that time as the motion can be heard, by judicial video conference via Zoom at Toronto, Ontario. Please refer to the conference details attached as Schedule "A" hereto in order to attend the motion and advise if you intend to join the motion by emailing Adam Driedger at adriedger@tgf.ca.

PROPOSED METHOD OF HEARING:

This motion is to be heard orally.

THIS MOTION IS FOR:

1. An Order (the "**Meeting Order**") substantially in the form attached to the Motion Record at Tab 3:

(a) accepting the filing of the Applicants' proposed Plan of Compromise and Arrangement dated July 29, 2020 (the "**Plan**"), which is appended to the Affidavit of Trevor Henry dated July 29, 2020 (the "**Henry Affidavit**") as Exhibit "D";

(b) authorizing the Applicants to establish a single class of Affected Creditors (as defined below) for the purposes of considering and voting on the Plan pursuant to section 22 of the CCAA;

(c) authorizing the Applicants to call, hold, and conduct a virtual meeting of the Affected Creditors (the "**Meeting**"), due to the COVID-19 pandemic, to consider and vote on a resolution to approve the Plan;

(d) approving the procedures to be followed in connection with the Meeting; and

(e) setting the date for the hearing of the Applicants' motion seeking this Court's approval of the Plan in the event that the Plan is approved by the required majority of Affected Creditors at the Meeting;

2. An Order (the "**Late Claims Order**"), substantially in the form attached to the Motion Record at Tab 4, authorizing the Applicants and the Monitor to accept the late filing of ten (10) Pre-Filing Claims in the aggregate amount of $349,781.88 that were submitted to the Monitor after the Pre-Filing Claims Bar Date;

3. An Order (the "**Sealing Order**") sealing Confidential Exhibit "B" to this Affidavit until further Order of this Court; and

4. Such further and other relief as this Court deems just.

THE GROUNDS FOR THIS MOTION ARE:

Capitalized Terms

5. Capitalized terms not expressly defined herein have the meanings ascribed to them in the Henry Affidavit.

The Plan of Compromise and Arrangement

6. The Applicants, with the assistance of the Monitor, have developed a comprehensive Plan in order to, among other things: (i) fully and finally compromise, release, settle, and discharge all Affected Claims; and (ii) exit this CCAA Proceeding and continue operating as a going concern with the expectation that all Affected Creditors will derive a greater economic benefit from the implementation of the Plan than they would derive from a bankruptcy or liquidation of the Applicants.

7. The key features of the Plan are as follows:

(a) ***Recapitalization Transaction***: Since the termination of the SISP, the Applicants worked diligently to negotiate and finalize an alternative recapitalization transaction (the "**Recapitalization Transaction**") in order to fund the Plan and the Applicants' working capital requirements after the Plan Implementation Date. The Recapitalization Transaction is a two-step transaction pursuant to which:

(i) AgMedica shall issue 400,000,000 Class A Preferred Shares to eight (8) confidential individual investors (the "**Equity Subscribers**") at a price of $0.01 per share in order to raise the aggregate amount of $4,000,000 (the "**Offering**"); and

(ii) AgMedica shall execute a secured debt facility agreement (the "**Secured Exit Facility Agreement**") with AgriRoots Capital Management Inc. ("**AgriRoots**"), pursuant to which AgriRoots shall provide the Applicants with a secured credit facility in the maximum principal amount of $10,000,000 (the "**Secured Exit Facility**");

(b) ***Single Class of Creditors:*** The Plan provides for a single class of Affected Creditors, which is defined under the Plan to include all Creditors that are not Unaffected Creditors. Generally speaking, the Affected Creditors are comprised of those Creditors with proven unsecured claims;

(c) ***Treatment of Affected Creditors:*** All Affected Creditors with Proven Claims of $1,000 or less shall be automatically deemed to have selected the Convenience Amount Option and shall be deemed Convenience Creditors. All Affected Creditors with Proven Claims exceeding $1,000 will have the option to select one of the following three distribution options:

(i) the Convenience Amount Option (Convenience Creditors will receive the lesser of $1,000 and the amount of their Proven Claim);

(ii) the Class B Preferred Share Conversion Option – the Default Option (Class B Converting Creditors will receive a *pro rata* portion of Class B Preferred Shares and will be entitled to an annual dividend each year until redemption; this is the default option); and

(iii) the Common Share Conversion Option (Common Share Converting Creditors will receive a *pro rata* portion of Common Shares at a conversion rate of $0.01 per share up to the Common Share Cap, after which any shortfall will be satisfied with a *pro rata* portion of Class B Preferred Shares).

(d) ***Releases:*** Article 7 of the Plan provides for broad releases in favour of the Applicants and the Monitor, together with, among others, their respective current and former affiliates, directors, officers, employees, advisors, legal counsel, and agents from, among other things, all claims, actions, debts, or damages of whatever kind or nature;

The Meeting Order

8. The proposed Meeting Order authorizes the Applicants to convene a virtual meeting of the Affected Creditors to consider and vote on the Plan. The Meeting Order outlines the key dates and the procedures to be used in connection with governing the conduct and noticing requirements for the Meeting.

9. The key features of the Meeting Order are as follows:

(a) ***Schedule***: the Meeting Order sets out the following timeline for the Meeting:

(i) August 25, 2020 at 11:00am (EDT): the date of the Meeting;

(ii) August 31, 2020: the date by which the Monitor is to file a report with respect to the results of the vote; and

(iii) September 1, 2020: the date of the Plan Sanction Motion.

(b) ***Notification Procedure:*** The Meeting Order provides that the Monitor will:

(i) send the Meeting Materials and a personal meeting identification number or a video conference link (a "**PMIN**") to access the Meeting electronically to each Affected Creditor with a Known Claim by no later than August 11, 2020;

(ii) post a copy of the Meeting Materials on the Monitor's Website and send a copy of the Meeting Materials to the service list;

(iii) cause the Newspaper Notice to be published once in *The Globe and Mail* (National Edition) by August 11, 2020.

(c) ***Conduct of the Meeting:*** The Meeting Order provides that a representative of the Monitor, designated by the Monitor, will preside as Chair of the Meeting and, subject to any further Order of this Court, will decide all matters relating to the conduct of the Meeting. The only Persons entitled to attend and speak at the Meeting are the Applicants, the Monitor, and the Affected Creditors (including the holders of Proxies), and their respective legal counsel and advisors. Any other Person may be admitted to the Meeting on invitation of the Chair or the Applicants.

(d) ***Voting Procedures:*** The quorum required is one Affected Creditor. Each Affected Creditor may attend and vote or appoint another Person as their Proxyholder. Each Affected Creditor will be entitled to one vote equal to the aggregate dollar value of their Affected Claim. In order to be approved by the Affected Creditors, the Required Majority (a majority in the number of Affected Creditors representing two-thirds in value of the aggregate amount of Affected Claims) must vote in favour of the Plan.

(e) ***Plan Sanction:*** if the Plan is approved by the Required Majority, the Applicants will bring a motion on September 1, 2020, or such later date as may be set by the Court, seeking an Order sanctioning and approving the Plan.

10. The Monitor supports the Recapitalization Transaction, the Plan, and the proposed Meeting Order.

Late Claims Order

11. The Applicants are seeking the Late Claims Order, which will authorize the Applicants and the Monitor to accept the late filing of ten (10) Pre-Filing Claims (the "**Late Claims**") that were submitted to the Monitor by ten (10) Claimants (the "**Late Claimants**") by way of Proof of Claim after the Pre-Filing Claims Bar Date. The Late Claims submitted by the Late Claimants are in the aggregate amount of $349,781.88, which represents approximately 1% of all Proven Claims as of today's date.

12. Each of the Late Claims were submitted either: (a) within one (1) month after the Pre-Filing Claims Bar Date; or (b) forthwith after such Late Claimants received new material information, which information confirmed and substantiated the existence of such Claims.

13. In the event that the Late Claims Order is granted, the Monitor will review and evaluate each of the Late Claims in accordance with the Claims Procedure Order and determine whether such Claims are Proven Claims. The Applicants and the Monitor are of the view that, given the relatively small aggregate amount of the Late Claims, and the nature in which they arose, neither the Applicants nor the Affected Creditors will be materially prejudiced by the granting of the Late Claims Order.

Sealing Order

14. The Applicants seek the Sealing Order with respect to Confidential Exhibit "B" of the Henry Affidavit, which contains the identities of the sEquity Subscribers, which is commercially sensitive and personal information, the disclosure of which would adversely impact the Applicants, their stakeholders, and the Equity Subscribers.

15. Confidential Exhibit "B" should remain sealed from the public record pending further Order of this Court.

***Other Grounds*:**

16. The provisions of the CCAA, including sections 4, 5.1, 6, 11 and 22, and the statutory, inherent, and equitable jurisdiction of this Honourable Court;

17. Rules 1.04, 1.05, 2.03, 3.02, 16, and 37 of the *Rules of Civil Procedure* (Ontario); and

18. Such further and other grounds as counsel may advise and this Court may permit.

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

19. The Henry Affidavit;

20. the Eighth Report of the Monitor, to be filed; and

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

July 29, 2020

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Lawyers for the Applicants

Schedule "A"
Conference Details to join Motion via Zoom

Join Zoom Meeting:

https://zoom.us/j/92025797885?pwd=Z2djbDI5ejBteHUrTTBUbWN6UUd4UT09

Schedule "B"

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

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(as at July 28, 2020)

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF MOTION

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TAB 2

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

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

Applicants

AFFIDAVIT OF TREVOR HENRY
(Sworn July 29, 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:

(a) an Order (the "**Meeting Order**"), among other things:

(i) accepting the filing of the Applicants' proposed Plan of Compromise and Arrangement dated July 29, 2020 (the "**Plan**");

(ii) authorizing the Applicants to establish a single class (the "**Class**") of Affected Creditors (as defined below) for the purposes of considering and voting on the Plan pursuant to section 22 of the CCAA;

(iii) authorizing the Applicants to call, hold, and conduct a virtual meeting of the Affected Creditors (the "**Meeting**"), due to the COVID-19 pandemic, to consider and vote on a resolution to approve the Plan;

(iv) approving the procedures to be followed in connection with the Meeting; and

(v) setting the date for the hearing of the Applicants' motion seeking this Court's approval of the Plan in the event that the Plan is approved by the required majority of Affected Creditors at the Meeting;

(b) an Order (the "**Late Claims Order**") authorizing the Applicants and the Monitor to accept the late filing of ten (10) Pre-Filing Claims in the aggregate amount of $349,781.88 that were submitted to the Monitor after the Pre-Filing Claims Bar Date; and

(c) an Order (the "**Sealing Order**") sealing Confidential Exhibit "B" to this Affidavit until further Order of this Court.

II. BACKGROUND

4. On December 2, 2019, the Applicants sought and obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to the initial order of Mr. Justice Hainey (the "**Initial Order**") that, among other things, granted the Applicants a stay of proceedings for an initial 10-day period (the "**Stay Period**") and appointed Ernst & Young Inc. as monitor of the Applicant (in such capacity, the "**Monitor**") in this proceeding commenced pursuant to the Initial Order (the "**CCAA Proceeding**").

5. On December 12, 2019, at the comeback motion, Mr. Justice McEwen granted an order (the "**Amended and Restated Initial Order**"), among other things, extending the Stay Period up to and including March 12, 2020, and authorizing and approving the term sheet (the "**DIP Term Sheet**") entered into between the Applicants and SF V Bridge III, LP (the "**DIP Lender**"), pursuant to which the DIP Lender agreed to provide the Applicants with a debtor-in-possession super priority non-revolving credit facility in the maximum principal amount of $7,500,000 (the "**DIP Facility**"), subject to the terms and conditions of the DIP Term Sheet.

6. On January 3, 2020, Mr. Justice McEwen granted an order, among other things: (i) approving the definitive agreement (the "**DIP Facility Agreement**") executed between the DIP Lender and the Applicants dated December 20, 2020, outlining the terms and conditions pursuant to which the DIP Lender provided the Applicants with the DIP Facility; and (ii) approving the Applicants' Sale and Investment Solicitation Process (the "**SISP**").

7. On February 4, 2020, pursuant to the order of Mr. Justice McEwen (the "**Claims Procedure Order**"), the Applicants, among other things, established a procedure for the

identification, quantification, and resolution of claims against the Applicants and their directors and officers (the "**Claims Procedure**").

8. On March 9, 2020, Mr. Justice McEwen granted an order (the "**First Stay Extension Order**"), among other things, extending the Stay Period up to and including June 30, 2020, and authorizing and approving the Applicants' key employee retention plan (the "**KERP**").

9. On June 26, 2020, Mr. Justice McEwen granted an order (the "**Second Stay Extension Order**"), among other things, extending the Stay Period up to and including September 11, 2020, and terminating the SISP on the basis that the Applicants, in consultation with the Monitor and the DIP Lender, were not satisfied with the sole qualified bid received in connection therewith as it was not sufficient for a successful restructuring and would not have been acceptable to the Applicants' stakeholders, and that it would be in the best interests of the Applicants and their stakeholders generally to pursue alternative recapitalization transactions..

III. ACTIVITIES SINCE THE SECOND STAY EXTENSION ORDER

10. The Applicants have continued carrying on business in the ordinary course since the granting of the Second Stay Extension Order, and have diligently worked to, among other things: (i) pursue and finalize the recapitalization transaction (the "**Recapitalization Transaction**"); (ii) draft and develop the Plan; (iii) draft and develop the procedures for the Meeting; and (iv) continue to carry out the Claims Procedure in accordance with the Claims Procedure Order.

IV. RECAPITALIZATION TRANSACTION

11. All capitalized terms used in this section that are not expressly defined herein have the meanings ascribed to them in the Plan.

12. Since the termination of the SISP, the Applicants, with the assistance of and oversight from the Monitor, and in consultation with DIP Lender, have worked diligently to negotiate and finalize the Recapitalization Transaction. The Applicants have kept their remaining secured creditors apprised of the substance and progress of these negotiations.

13. The Recapitalization Transaction is a two-step transaction pursuant to which:

(a) AgMedica shall issue 400,000,000 Class A Preferred Shares to eight (8) confidential individual investors (the "**Equity Subscribers**") at a price of $0.01 per share in order to raise the aggregate amount of $4,000,000 (the "**Offering**"), the proceeds of which shall be used to fund the Plan and the Applicants' working capital requirements following the Plan Implementation Date; and

(b) AgMedica shall execute a secured debt facility agreement (the "**Secured Exit Facility Agreement**") with AgriRoots Capital Management Inc. ("**AgriRoots**"), pursuant to which AgriRoots shall provide the Applicants with a secured credit facility in the maximum principal amount of $10,000,000 (the "**Secured Exit Facility**"), subject to the terms of the Secured Exit Facility Agreement, which shall be used to repay a portion of the Secured Claims and fund the Applicants' working capital requirements following the Plan Implementation Date.

14. The Offering and the Secured Exit Facility Agreement are described in further detail below.

15. The Recapitalization Transaction is required to fund the Plan and the continuation of the Applicants and their business as a going concern after the Plan Implementation Date. The Recapitalization Transaction is expected to provide the Applicants and the Affected Creditors

(through the implementation of the Plan) with the greatest economic benefits in the circumstances given the alternatives available.

16. I understand that the Monitor supports the Recapitalization Transaction and is of the view that the Recapitalization Transaction is in the best interests of the Applicants and their stakeholders generally.

A. The Offering

17. Pursuant to the Offering, AgMedica shall issue 400,000,000 Class A Preferred Shares to the Equity Subscribers at a price of $0.01 per share in order to raise the aggregate amount of $4,000,000 (the "**Subscription Amount**").

18. Each Equity Subscriber has agreed to subscribe for their portion of the Class A Preferred Shares pursuant to a subscription agreement (each, a "**Equity Subscription Agreement**" and collectively, the "**Equity Subscription Agreements**") between such Equity Subscriber and AgMedica. A sample copy of an Equity Subscription Agreement is attached hereto as **Exhibit "A"**. A list of the names of each Equity Subscriber and the subscription amount in respect of each Equity Subscriber is attached hereto as **Confidential Exhibit "B"**.

19. Pursuant to the Equity Subscription Agreements, the Equity Subscribers have provided a deposit of 10% of the Subscription Amount ($400,000) to the Monitor in trust. The remaining 90% of the Subscription Amount ($3,600,000) shall be provided by the Equity Subscribers on or before the Plan Implementation Date.

20. The Class A Preferred Shares will contain the following material rights:

(a) the Class A Preferred Shares will contain one voting right per share, mirroring the voting rights attached to each Common Share;

(b) the Equity Subscribers (the holders of the Class A Preferred Shares) will vote together with the holders of Common Shares;

(c) the Class A Preferred Shares will contain a liquidation priority over the Class B Preferred Shares and the Common Shares, entitling the Equity Subscribers to be paid before the holders of Class B Preferred Shares and Common Shares in the event of a liquidation, winding-up, amalgamation, extraordinary sale of all or substantially all of the assets of AgMedica, or a material change in control of AgMedica; and

(d) the Class A Preferred Shares will automatically convert into Common Shares upon the redemption of the Class B Preferred Shares.

21. The Offering is conditional upon the Applicants obtaining approval from this Court of both the Recapitalization Transaction and the Plan.

B. The Secured Exit Facility

22. On July 17, 2020, AgMedica executed a term sheet (the "**Term Sheet**") with AgriRoots outlining the key terms and conditions of the Security Exit Facility Agreement, pursuant to which AgriRoots will provide the Applicants with the Secured Exit Facility (the maximum principal amount of $10,000,000), subject to the terms and conditions of the Secured Exit Facility Agreement. A copy of the Term Sheet is attached hereto as **Exhibit "C"**.

23. The key terms of the Secured Exit Facility Agreement are as follows:

(a) AgriRoots will provide the Applicants with a $10,000,000 term loan for a term of three (3) years;

(b) interest shall accrue at a rate of 12% per annum payable monthly;

(c) in addition to the monthly interest payments, the Applicants shall make monthly principal payments to AgriRoots in the amount of $50,000 per month during the first year and $75,000 per month during the second and third year;

(d) all of the Applicants' indebtedness under the Secured Exit Facility Agreement will be secured by a first-ranking security interest in favour of AgriRoots over all of the Applicants' present and after acquired assets and property, including, without limitation:

(i) corporate guarantees in favour of AgriRoots from all material subsidiaries of AgMedica;

(ii) first ranking collateral mortgage over the real property located at 566 Riverview Drive, Chatham-Kent, Ontario, with a corresponding assignment of rents and fire insurance;

(iii) first ranking security interest over all present and after acquired personal property registered under the *Personal Property Security Act* (Ontario); and

(iv) such other security as recommended by counsel to the Lender;

(e) the Applicants shall pay to AgriRoots an arrangement fee of 2% and a lender's fee of 1.2% of the maximum amount of the Secured Exit Facility; and

(f) the Secured Exit Facility Agreement is conditional upon the Applicants obtaining approval from this Court of both the Recapitalization Transaction and the Plan.

24. It is expected that the Applicants and AgriRoots will have executed the definitive Secured Exit Facility Agreement prior to the hearing of the within motion and will provide a copy to the service list and the Court by way of supplemental affidavit or the Eighth Report.

V. PLAN OF COMPROMISE AND ARRANGEMENT

25. All capitalized terms used in this section that are not expressly defined herein have the meanings ascribed to them in the Plan.

26. If approved, sanctioned, and implemented, the Plan will effect a compromise, settlement, and payment of all Affected Claims, and will complete the restructuring and recapitalization of the Applicants. A copy of the Plan is attached hereto as **Exhibit "D"**.

27. On the Plan Implementation Date, each Affected Claim will be fully and finally compromised, released, settled, and discharged in accordance with the terms and conditions of the Plan. The Plan will allow the Applicants to exit this CCAA Proceeding, and continue operating their business as a going concern, with the expectation that all Affected Creditors will derive a greater benefit from the implementation of the Plan than they would derive from a bankruptcy or liquidation of the Applicants.

28. The Plan will be more particularly described in the Eighth Report of the Monitor, to be filed. I am advised that the Monitor supports the Plan and is of the view that the Plan is in the best interests of the Applicants and the Affected Creditors.

A. Single Class of Affected Creditors

29. All of the Applicant's creditors are either affected or unaffected by the Plan. The Plan provides for a single class of Affected Creditors. Affected Creditors is defined to include all Creditors that are not Unaffected Creditors. Unaffected Creditors is defined to include all Creditors holding Unaffected Claims, which are excluded from the scope of the Plan. Unaffected Claims are defined as follows under the Plan:

(a) Claims secured by any of the CCAA Charges;

(b) Secured Claims;

(c) CCAA Priority Payment Claims;

(d) Insured Claims;

(e) Claims by any Director under any directors' or officers' indemnity policy or agreement with the Applicants, or any of them, to the extent not otherwise covered by the CCAA Charges;

(f) Claims by the Monitor, counsel to the Monitor, or counsel to the Applicants, to the extent not otherwise covered by any of the CCAA Charges;

(g) Post-Filing Claims; and

(h) Intercompany Claims.

30. Generally speaking, the Affected Creditors represent those Creditors with Proven Claims in the nature of general unsecured claims.

31. Persons holding Equity Claims (as defined under the CCAA) will not be entitled to vote or receive any distribution under the Plan.

B. Treatment of Affected Creditors & Distributions Under Plan

32. All Affected Creditors with Proven Claims of $1,000 or less shall be automatically deemed to have selected the Convenience Amount Option (described below) and shall be deemed Convenience Creditors.

33. All Affected Creditors with Proven Claims exceeding $1,000 will have the option to select one of the following three distribution options by filing an Election Notice, which will be distributed to the Affected Creditors as part of the Meeting Materials (defined below):

(a) the Convenience Amount Option;

(b) the Class B Preferred Share Conversion Option (the default option); and

(c) the Common Share Conversion Option.

i. Convenience Amount Option

34. Convenience Creditors shall receive the lesser of $1,000 and the amount of their Proven Claim in full and final satisfaction of their Claim. On the Plan Implementation Date, with the oversight and assistance from the Monitor, the Applicants shall pay each Convenience Creditor the lesser of $1,000 and the quantum of each Convenience Creditor's Proven Claim, by way of direct deposit, wire transfer, or cheque sent by prepaid ordinary mail to the address set forth on such Convenience Creditor's Proof of Claim.

ii. Class B Preferred Share Conversion Option (Default Option)

35. All Affected Creditors who do not select, or who are not deemed to have selected, either the Convenience Amount Option or the Common Share Conversion Option shall be deemed to have selected the Class B Preferred Share Conversion Option. If an Election Notice is not filed by Affected Creditors with Proven Claims exceeding $1,000, such Affected Creditors will be deemed to have selected the Class B Preferred Share Option.

36. Class B Converting Creditors shall receive a *pro rata* amount of 5,000,000 Class B Preferred Shares of AgMedica, with an aggregate face value of $5,000,000 (the "**Aggregate Face Value**").

37. Each Class B Converting Creditor shall be entitled to receive a *pro rata* annual cumulative dividend (the "**Annual Dividend**") from an amount equal to 10% of AgMedica's Free Cash Flow during that fiscal year. The Annual Dividend will be based on AgMedica's annual financial statements and shall become payable within sixty (60) days after AgMedica issues such annual financial statements each year until the Class B Preferred Shares are redeemed by AgMedica.

38. The Class B Preferred Shares shall become automatically redeemable by AgMedica on the date on which the Aggregate Face Value of the Class B Preferred Shares has been returned to the Class B Converting Creditors through the Annual Dividend (the "**Automatic Redemption Date**"). In addition, AgMedica may redeem the Class B Preferred Shares at any time prior to the Automatic Redemption Date at a redemption price per share equal to: (a) $5,000,000 less all amounts previously transferred to the Class B Converting Creditors divided by; (b) 5,000,000.

39. The Class B Preferred Shares are non-voting and will rank in priority to the holders of Common Shares, but behind the holders of Class A Preferred Shares, in the event of a liquidation or winding up of AgMedica.

40. On the Plan Implementation Date, with the oversight of and assistance from the Monitor, the Applicants shall issue each Class B Converting Creditor the *pro rata* amount of Class B Preferred Shares to which they are entitled under the Plan in full and final satisfaction of their Claims.

iii. Common Share Conversion Option

41. Common Share Converting Creditors shall receive a *pro rata* amount of 61,965,221 Common Shares (the "**Common Share Cap**") at a conversion rate of $0.01 per share in the aggregate face value amount of $619,652.21. The Common Share Cap will represent 10% of the issued and outstanding Class A Shares of AgMedica after the Plan Implementation Date (which includes both the Class A Preferred Shares and the Common Shares).

42. The number of Common Shares issued pursuant to the Plan shall not exceed the Common Share Cap. In the event that the total number of Common Shares to be issued under the Plan to the Common Share Converting Creditors would otherwise exceed the Common Share Cap because the aggregate value of the Common Share Converting Creditors' Proven Claims exceeds $619,652.21, the number of Common Shares to which each such Common Share Converting Creditor is entitled under the Plan shall be reduced on a *pro rata* basis and shall be calculated by taking the product of: (a) 61,965,221; and (b) the quantum of the Proven Claim held by the Common Share Converting Creditor divided by the quantum of the claims held by all Common Share Converting Creditors.

43. If there are any additional amounts owing to the Common Share Converting Creditors following the issuance of the Common Shares pursuant to the Plan, the Common Share Converting Creditors shall receive a *pro rata* portion of Class B Preferred Shares in satisfaction of such shortfall.

44. On the Plan Implementation Date, with the oversight of and assistance from the Monitor, the Applicants shall issue each Common Share Converting Creditor the *pro rata* amount of Common Shares to which they are entitled under the Plan.

C. Capital Structure after Recapitalization Transaction & Plan Implementation Date

45. After the execution of the Recapitalization Transaction and the distributions by the Applicants to the Affected Creditors pursuant to the Plan, AgMedica's *pro forma* capital structure shall be as follows:

(a) Voting Shares:

(i) Existing Common Shares: 157,795,431 (25.4%)

(ii) Class A Preferred Shares: 400,000,000 (64.6%)

(iii) New Common Shares: 61,965,221 (10.0%)

(b) Non-Voting Shares:

(i) Class B Preferred Shares: 5,000,000 (100%)

D. Treatment of Unaffected Creditors

46. Unaffected Creditors will not be entitled to vote on the Plan and their Unaffected Claims will be addressed and satisfied in full in accordance with the applicable agreements as set out in the Plan. The payments to the Unaffected Creditors are set out in paragraph 50(b) below.

E. Unresolved Claims Reserve & Administration Reserve

47. The Plan provides for the establishment of a reserve (the "**Unresolved Claims Reserve**") sufficient to provide each holder of an Unresolved Claim with the *pro rata* amount of Class B Preferred Shares they would have been entitled to under the Plan if such Unresolved Claims, or certain portions thereof, are determined to be Proven Claims in accordance with the Claims Procedure Order. The holders of Unresolved Claims will not be entitled to select the Convenience Amount Option or the Common Share Conversion Option in the event that their Unresolved Claims are determined to be Proven Claims.

48. In addition, the Plan provides for the establishment of a cash reserve (the "**Administration Reserve**") in an amount sufficient to pay the fees and expenses of the Applicants' counsel, the Monitor, and the Monitor's counsel in administering the resolution of all Unresolved Claims in accordance with the Claims Procedure Order and performing such other activities as may be required after the Effective Time.

F. Releases Under the Plan

49. Article 7 of the Plan provides for broad releases in favour of the Applicants and the Monitor, together with, among others, their respective current and former affiliates, directors, officers, employees, advisors, legal counsel, and agents from, among other things, all claims, actions, debts, or damages of whatever kind or nature.

50. These releases are necessary to bring the CCAA Proceeding to an end and to provide sufficient protections to the Monitor in carrying out its duties pursuant to the CCAA and the Orders of this Court in the CCAA Proceeding. I am advised by counsel that these releases are typical of those contained in plans of compromise and arrangement under the CCAA.

G. Financing & Restructuring Steps

51. At the Effective Time on the Plan Implementation Date, the following will occur in the order set out below (collectively, the "**Restructuring Steps**"):

(a) the Applicants will execute the Recapitalization Transaction;

(b) the Applicants will make the following payments in respect of the following Unaffected Creditors:

(i) the Applicants will pay the DIP Lender all amounts required to satisfy all obligations and liabilities of the Applicants to the DIP Lender under the DIP Facility Agreement;

(ii) to the extent not already paid, the Applicants will deliver to the Monitor, in trust, the amount required to satisfy the CCAA Charges and the CCAA Priority Payment Claims in full, which Unaffected Claims will be paid by the Monitor, for and on behalf of the Applicants from such funds within five (5) Business Days of the Plan Implementation Date or with respect to previous employees, five (5) days after the clearance from Employment and Social Development Canada (unless otherwise agreed to between the Applicants and such Unaffected Claim holders);

(iii) the Applicants will pay to the Secured Creditors all amounts required to satisfy all obligations and liabilities of the Applicants to each Secured Creditor and any Encumbrances relating to the Claims of such Secured Creditors shall be forever discharged upon receipt of such payments;

(c) concurrently:

(i) the Applicants shall issue to all Convenience Creditors, Class B Converting Creditors, and Common Share Converting Creditors the distributions to which they are entitled under the Plan in full and final compromise and satisfaction of their Claims (subject to such additional issuances of Class B Preferred Shares, if any, upon the satisfaction of any Unresolved Claims); and

(ii) the Applicants will deliver to the Monitor, in trust, the Unresolved Claims Reserve and the Administration Reserve;

(d) all Affected Claims and Released Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred in accordance with the Plan, and all notes, certificates and other instruments evidencing Affected Claims (and all guarantees associated with each of the foregoing) will be deemed cancelled and extinguished and be null and void; and

(e) all Equity Interests (as defined under the CCAA), which, for greater certainty, does not include any of the Common Shares (including the Existing Shares and the Common Shares to be issued pursuant to the Plan), the Class A Preferred Shares, or the Class B Preferred Shares, shall be cancelled and extinguished and all Equity Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any liability, payment or other compensation in respect thereof.

H. Conditions Precedent to Plan Implementation

52. The Plan is subject to the satisfaction of the following conditions:

(a) the Plan must be approved by the Required Majority;

(b) the Sanction Order must be granted by the Court;

(c) all required approvals of the Plan and the Recapitalization Transaction, if any, by Health Canada will have been obtained by the Applicants, with the assistance of the Monitor;

(d) all applicable appeal periods in respect of the Sanction Order will have expired and any appeals therefrom will have been finally disposed of by the applicable appellant tribunal;

(e) the Offering and all other agreements required pursuant thereto will have been executed, delivered, and become effective in accordance with its terms, subject only to the occurrence of the Plan Implementation Date;

(f) the Secured Exit Facility Agreement and all other agreements required pursuant thereto will have been executed, delivered, and become effective in accordance with its terms, subject only to the occurrence of the Plan Implementation Date;

(g) each of the conditions precedent to the closing of the Offering and the Secured Exit Facility Agreement will have been satisfied or waived in accordance with the terms therein;

(h) all relevant Persons will have executed, delivered and filed all documents and other instruments that, in the opinion of the Applicants and the Monitor, are necessary to implement the provisions of the Plan or the Sanction Order; and

(i) no action or proceeding will be pending by any third party to enjoin or prohibit the Recapitalization Transaction.

VI. MEETING ORDER

53. All capitalized terms used in this section that are not expressly defined herein have the meanings ascribed to them in the Meeting Order.

54. The proposed Meeting Order authorizes the Applicants to convene a meeting of a single class of creditors comprised of all Affected Creditors, to consider and vote on the Plan. The Meeting will take place at 11:00am on August 25, 2020, by way of live videoconference to account for the challenges presented by the COVID-19 pandemic. I am advised that the classification of Affected Creditors as contemplated in the Meeting Order is fair, having regard to the Affected Creditors' legal interests, the remedies available to them, the extent to which they would recover their Claims by exercising those remedies, and the consideration offered to them under the Plan.

A. Schedule

55. The Meeting Order sets out the following timeline for the Meeting:

(a) August 25, 2020 at 11:00am: the date of the Meeting;

(b) August 28, 2020: the date by which the Monitor is to file a report with respect to the results of the vote of the Affected Creditors at the Meeting; and

(c) September 1, 2020: the date of the Plan Sanction Motion.

B. Notification Procedure

56. The Meeting Order provides for a comprehensive notification procedure of the Meeting to the Affected Creditors. It is proposed that the Monitor will:

(a) send the Meeting Materials, a personal meeting identification number ("**PMIN**"), and a pre-registration form to access the Meeting electronically, to each Affected Creditor with a Known Claim by no later than August 11, 2020;

(b) post a copy of the Meeting Materials on the Monitor's Website and send a copy of the Meeting Materials to the service list (in each case, without a PMIN and the link to the videoconference);

(c) cause the Meeting Notice to be published once in *The Globe and Mail* (National Edition) by August 11, 2020 (without a PMIN and the link to the videoconference). The Meeting Notice will advise that any Affected Creditor wishing to attend the Meeting who has not received a PMIN should request access to the Meeting from the Monitor and complete the pre-registration form.

C. Conduct of the Meeting

57. The Meeting Order provides that a representative of the Monitor, designated by the Monitor, will preside as Chair of the Meeting and, subject to any further Order of this Court, will decide all matters relating to the conduct of the Meeting.

58. The only Persons entitled to attend and speak at the Meeting are the Applicants, the Monitor, and the Affected Creditors (including the holders of Proxies), and their respective legal counsel and advisors. Any other Person may be admitted to the Meeting on invitation of the Chair or the Applicants.

D. Voting Procedures

59. The Meeting Order provides for a fair and equitable voting process. In accordance with the Meeting Order, among other things:

(a) the Chair is responsible for directing a vote to approve the Plan and any amendments or variations thereto made in accordance with the Plan and the Meeting Order;

(b) the quorum required at the Meeting will be one Affected Creditor present at such meeting in person or by Proxy. Any Affected Creditors or their Proxies who establish a communications link to the Creditors' Meeting electronically shall be deemed to be present in person at the Meeting;

(c) an Affected Creditor will be permitted to attend the Meeting itself or may appoint another Person to attend the Meeting as its proxyholder in accordance with the process set out in the Meeting Order;

(d) each Affected Creditor will be entitled to one vote, which vote shall have a value equal to the aggregate dollar value of their Affected Claim;

(e) if the Applicants, the Monitor, or any Affected Creditor disputes the validity or quantum of an Affected Creditor's Claim for the purposes of voting at the meeting (a “**Disputed Claim**”), the quantum of such Disputed Claim shall, for the purposes of voting at the Meeting, be the dollar value of such Affected Creditor’s Claim as set out in the Proof of Claim, Notice of Revision or Disallowance, or Notice of Dispute Resolution, as applicable, that the Monitor sent to such Affected Creditor prior to the Meeting, without prejudice to the determination of the dollar value of such Disputed Claim for the purposes of the Meeting Order and any distribution under the Plan at a later date. The Monitor will keep a separate record of votes cast by each holder of a Disputed Claim and will report to the Court with respect thereto; and

(f) certain persons are not entitled to vote on the Plan at the Meeting, including holders of Unaffected Claims and Equity Claims.

E. Amendments to the Plan

60. The Meeting Order provides that the Applicants, with the consent of the Monitor, is authorized to make and to file any Plan Modification prior to or at the Meeting, in which case any such Plan Modification will form part of the Plan. The Applicants shall give notice of any such Plan Modification at the Meeting prior to the vote.

61. The Meeting Order also provides that post-Meeting amendments can be effected by the Applicants, with the consent of the Monitor, either pursuant to an Order of the Court or where such an amendment concerns a matter which is of an administrative nature or to cure any errors, omissions, or ambiguities. In either case, any amendment cannot be materially adverse to the financial or economic interests of the Affected Creditors.

VII. APPROVAL & PLAN SANCTION

62. To be approved, the Required Majority must vote in favour of the Plan. Following the vote at the Meeting, the Monitor (or its designated representative) will tally the votes and determine whether the Plan has been approved by the Required Majority. The results of the Meeting will be binding on all Affected Creditors, whether or not any such Affected Creditor is present or voting at the Meeting.

63. If the Plan is approved by the Required Majority, the Applicants will bring a motion on September 1, 2020, or such later date as may be set by the Court, seeking an Order of this Court sanctioning the Plan pursuant to section 6 of the CCAA.

64. I understand that the Monitor will provide a report to the Court as soon as practicable after the Meeting with respect to: (i) the results of the vote and whether the Required Majority voted in favour of the Plan; (ii) any Disputed Claims; and (iii) any other matters relating to the Sanction Motion.

VIII. LATE CLAIMS

65. The Applicants are seeking the Late Claims Order, which will authorize the Applicants and the Monitor to accept the late filing of ten (10) Pre-Filing Claims (the "**Late Claims**") that were submitted to the Monitor by ten (10) Claimants (the "**Late Claimants**") by way of Proof of Claim after the Pre-Filing Claims Bar Date. The Late Claims submitted by the Late Claimants are in the aggregate amount of $349,781.88, which represents approximately 1% of all Proven Claims as of today's date.

66. The following chart sets out the name of each Late Claimant and the amount of their Late Claim:

Late Claimant	Late Claim Amount
Bollore Logistics	$201,679.32
Courtland Landscapes & Grounds	$2,542.41
Gillett Roofing Inc.	$9,551.78
Greenline Groundskeeping	$734.50
Orbis Canada Limited	$4,727.92
Studio Association Cavallotti-Posadinu	$10,936.78
Danny Talya	$520.00
Wilhelmina Maria Teetzel	$ 5,451.92
Jonathan Silver & Jonathan Silver Family Trust	$97,013.00
Retro Suites Hotel	$16,624.25

67. Each of the Late Claims were submitted either: (a) within one (1) month after the Pre-Filing Claims Bar Date; or (b) forthwith after such Late Claimants received new material information, which information confirmed and substantiated the existence of such Claims.

68. In the event that the Late Claims Order is granted, the Monitor will review and evaluate each of the Late Claims in accordance with the Claims Procedure Order and determine whether such Claims are Proven Claims. The Applicants and the Monitor are of the view that, given the relatively small aggregate amount of the Late Claims, and the nature in which they arose, neither the Applicants nor the Affected Creditors will be materially prejudiced by the granting of the Late Claims Order.

IX. SEALING ORDER

69. The Applicants seek the Sealing Order with respect to Confidential Exhibit "B" hereto, which contains the identities of the Equity Subscribers, which is commercially sensitive and personal information, the disclosure of which would adversely impact the Applicants, their stakeholders, and the Equity Subscribers.

70. The Equity Subscribers have specifically requested that their identities remain confidential at this time. The disclosure of any of the Equity Subscribers' identities could jeopardize the Offering, which is essential to the Plan and the restructuring of the Applicants.

71. The Applicants are of the view that no stakeholders will be materially prejudiced by sealing the commercially sensitive and personal information contained in Confidential Exhibit "B". As such, the proposed Sealing Order provides that Confidential Exhibit "B" be sealed and not form part of the public record until further Order of the Court.

72. I have been advised that the Monitor supports the proposed Sealing Order.

X. CONCLUSION

73. The Applicants are seeking an Order, *inter alia*, substantially in the form of the draft Orders located at Tabs 3 and 4 of their Motion Record.

74. This affidavit is sworn in support of the within motion and for no other or improper purpose.

SWORN before me at the Municipality of Chatham-Kent, in the Province of Ontario, this 29th day of July, 2020.

Commissioner for Taking Affidavits

Adam Drieger
(LSO # 77296F)

TREVOR HENRY

EXHIBIT "A"

Commitment Agreement

TO: AGMEDICA BIOSCIENCE INC.

The undersigned subscriber (the "**Subscriber**") understands that AgMedica Bioscience Inc. (the "**Company**"), is pursuing an offering of Class A Preferred Shares (the "**Class A Pref Shares**") on the terms set out on the attached term sheet on Schedule "A". The Company proposes to create, issue and sell a maximum of $4,000,000 of Class A Preferred Shares (the "**Offering**") on the terms and conditions herein set out. Additional terms of the Offering are set out in the term sheet attached hereto as Schedule "A".

1. The Subscriber hereby irrevocably subscribes for the number and amount of Class A Pref Shares:

2. The Subscriber wishes to subscribe for _______________ Class A Pref Shares for an aggregate subscription price of $_____________________ in Class A Pref Shares and will tender payment therefor upon being advised by the Company of the amount of Class A Pref Shares the Subscriber is allotted.

3. The Subscriber hereby irrevocably and unconditionally agrees to pay the subscription price of the Class A Pref Shares subscribed for and has provided a deposit representing ten percent of the subscription price to Ernst & Young Inc., the court appointed monitor of the Company, in trust. The deposit shall be released and the balance of the subscription price shall be delivered as part of the implementation of a plan of arrangement of the Company made pursuant to the *Companies' Creditors Arrangement Act.*

4. This subscription may be accepted in whole or in part and will be binding on the Subscriber only if it has been accepted by the Company. The Subscriber acknowledges that the issuance of the Class A Pref Shares subscribed for is subject to acceptance of this subscription by the Company and the provisions of Section 5 hereof.

5. The Subscriber represents, warrants, acknowledges and agrees with the Company that the Subscriber:

   (a) is being issued the right to purchase the Class A Pref Shares on the basis that the Company is a "private issuer" as defined in section 2.4 of National Instrument 45-106;

   (b) is purchasing the Class A Pref Shares subscribed for as principal, for investment only and not with a view to resale or distribution;

   (c) if other than an individual, was not formed for the purpose of making the investment;

   (d) has the capacity to enter into and be bound by this subscription agreement;

   (e) is a resident in the jurisdiction set out below his or her name;

(f) has been independently advised as to or is aware of the restrictions with respect to trading in the Class A Pref Shares and underlying securities under applicable Canadian securities legislation in the jurisdiction where the Subscriber resides and confirms that no representation has been made by the Company or its advisors respecting the restrictions with respect to trading in the Class A Pref Shares or underlying securities;

(g) will comply with all applicable securities legislation in connection with the purchase, holding and resale of any Class A Pref Shares or underlying securities purchased pursuant to this Subscription Agreement;

(h) will receive certificates representing the Class A Pref Shares and underlying securities bearing a legend indicating that the resale of such securities is restricted; and

(i) has been advised to obtain independent legal and tax advice in connection with the purchase of the Class A Pref Shares hereby subscribed for and hereby waives such rights and protections to the extent such advice has not been obtained to date by the Subscriber.

6. This subscription is governed by the laws of the Province of Ontario.

SIGNED, SEALED AND DELIVERED at _______________ in the Province of Ontario this _________ day of ____________________, 2020.

_________________________________ _________________________________

Witness Subscriber

By: ______________________________

Authorized Signature

____

Address

Registration Information

The Subscriber requests the Class A Pref Shares subscribed for and purchased be registered as follows:

i) In the Subscriber's name above (circle for this choice), or

ii) To _____________________________________ (please print).

This subscription is hereby accepted as to _______________ Class A Pref Shares by the Company on this ________ day of ______, 2020.

AGMEDICA BIOSCIENCE INC.

Per:________________________________
Authorized Signing Officer

Schedule "A"

AGMEDICA BIOSCIENCE INC.
RECAPITALIZATION TERM SHEET

This term sheet ("**Term Sheet**") summarizes the principal terms and conditions of a proposed recapitalization and financing plan for AgMedica Bioscience Inc. and its subsidiaries (collectively, the "**Company**"). The Company will implement a restructuring (the "**Restructuring**") through a plan of reorganization consistent with this Term Sheet (the "**Plan**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**").

The governing documents with respect to the Restructuring will contain terms and conditions that are dependent on each other, including those described in this Term Sheet. This Term Sheet is not a legally binding obligation and does not include a description of all of the terms, conditions and other provisions that are to be contained in the definitive documentation governing the Restructuring that will be negotiated and executed by the parties thereto. The Restructuring, however, will not contain any material terms or conditions that are inconsistent in any material respect with this Term Sheet, except with the express written consent of the Company and the monitor for the proceedings under the CCAA (the "**Monitor**").

PURPOSE:	To provide capital to the Company to: (i) complete the Restructuring; and (ii) provide working capital for the Company upon exit from the CCAA proceedings (the "**Restructured Company**"). In order to implement the Restructuring, among other things, the Restructured Company's share capital will be reconstituted to consist of common shares ("**Common Shares**"), Class A preference shares (the "**Class A Pref Shares**") and Class B preference shares (the "**Class B Pref Shares**").
OFFERING:	400,000,000 Class A Pref Shares for gross proceeds of C$4,000,000 (the "**Offering**").
ISSUE PRICE:	C$0.01 per Class A Pref Share (the "**Issue Price**").
TERMS OF CLASS A PREF SHARES:	The Class A Pref Shares will contain the following material rights: (a) each share shall entitle the holder to one vote per share and will vote together with the Common Shares; (b) liquidation preference over Common Shares and the Class B Pref Shares entitling the holders to be paid the Issue Price before payment to holders of Common Shares and Class B Shares in the event of a liquidation, winding-up, amalgamation, extraordinary sale of all or substantially all assets of the Restructured Company, or change of control of the Restructured Company. After the payment in full of the Issue Price, the holders of Class A Pref Shares will participate ratably with holders of Common Shares in any distribution of the remaining assets of the Restructured Company, on an as converted basis; and

	(c) the Class A Pref Shares will automatically convert into Common Shares upon the redemption of the Class B Pref Shares.
PRO-FORMA CAP TABLE	Upon completion of the Restructuring and the Offering, the Restructured Company will have a pro forma capital structure substantially similar to the capital structure attached hereto as Schedule "A".
USE OF PROCEEDS:	The gross proceeds raised under the Offering, along with the current cash, cash equivalents and proceeds of sale of the non-core assets and real estate will be used by the Restructured Company to repay secured creditors and fund the Plan.
TREATMENT OF SECURED CREDITORS:	Secured creditors, including the beneficiaries under the charges granted in the CCAA, shall be unaffected by any Plan and shall be repaid in full from the capital raised pursuant to the Offering and from the other sources of cash outside the Offering.
TREATMENT OF UNSECURED CREDITORS:	Unsecured creditors of the Company (the "**Unsecured Creditors**") shall have the option to elect one of the following three options in full and final satisfaction of their claims filed and determined in the claims process conducted by the Company and the Monitor in the CCAA proceedings: 1. Payment of the Unsecured Creditor's claim (as determined in the claims process) up to the amount of C$1,000 (the "**Convenience Amount**"), where Unsecured Creditors who hold claims in an amount greater than the Convenience Amount shall be permitted to elect to take the payment of the Convenience Amount for full and final satisfaction of their claim; 2. A pro rata participation in an issuance of Class B Pref Shares, the terms of which are summarized in Schedule "B" hereto; or 3. A pro rata participation right in the conversion of up to C$840,790 of claims by Unsecured Creditors into 61,856,785 (the "**Cap**") Common Shares (the "**Unsecured Common Shares**"), which Unsecured Common Shares will represent 10% of the issued and outstanding Common Shares and Class A Pref Shares, on an as converted basis. Each Unsecured Creditor shall be entitled to subscribe for Unsecured Common Shares up to the full amount of their claim at a price of C$0.01. In the event that the aggregate subscriptions for Unsecured Shares exceeds the Cap, each such subscribing Unsecured Creditors (each a "**Participating Unsecured Creditor**" and collectively, the "**Participating Unsecured Creditors**") shall be entitled to their pro rata interest in the Unsecured Common Shares determined by the product of: (i) 61,856,785 and (ii)

	the fraction determined by dividing (x) the amount of claims held by the Participating Unsecured Creditor by (y) the amount of claims held by all Participating Unsecured Creditors. If there are any additional amounts owing to the Participating Unsecured Creditors following the distribution of the Unsecured Common Shares (a "**Shortfall**"), then such Shortfall shall be eligible to be settled with Class B Pref Shares at the election of the Participating Unsecured Creditor.
CONDITIONS PRECEDENT TO THE PLAN:	The conditions precedent to the implementation of Plan will be set forth in the Plan and will include, without limitation, the following: 1. the completion of the Offering for gross proceeds of C$4 million; 2. the completion of a secured term loan financing of the Restructured Company for gross proceeds of C$10,000,000; and 3. the approval of the Plan by requisite majority of Unsecured Creditors and by the CCAA Court (as defined below).
TIMELINE:	The Plan shall be voted upon and sanctioned by the Ontario Superior Court of Justice (the "**CCAA Court**") pursuant to the CCAA on or before September 30, 2020.
GOVERNING LAW:	The laws of the Province of Ontario and the federal laws applicable therein.

Schedule "A"
Pro Forma Post Transaction Capital Structure

Existing Common Equity	156,711,065	25.3%
Class A Pref Shares	400,000,000	64.7%
Unsecured Common Equity	61,856,785	10.0%
Total	**618,567,850**	**100.0%**

<u>Schedule "B"</u>
<u>Class B Pref Share Terms</u>

Aggregate Face Value:	C$5 million
Voting Rights	Non-voting
Redemption:	The Class B Pref Shares will automatically be redeemable by the Restructured Company on the date upon which the aggregate face value has been returned to holders of Class B Pref Shares (each an "**Automatic Redemption Date**"), by way of preferential dividends or other distributions of capital. In addition, the Restructured Company may at its option at any time before the Automatic Redemption Date (the "**Optional Redemption Date**", and together with the Automatic Date, the "**Redemption Date**"), redeem the Class B Pref Shares at a redemption price per share equal to the product of: (a) C$5,000,000 minus all amounts previously returned to holders of Class B Pref Shares divided by (b) 600,000.
Preferential Dividends	Until the Redemption Date, each Class B Pref Shares shall be entitled to receive a yearly cumulative dividend equal to 10% of the Restructured Company's free cash flow, based on the audited financial statements for the Restructured Company.
Liquidation Preference:	In the event of a liquidation of the Restructured Company, prior to the Redemption Date, holders of Class B Pref Shares shall rank ahead of the holders of Common Shares but be junior to the holders of Class A Pref Shares in respect of the distribution of the assets of the Restructured Company.

CONFIDENTIAL EXHIBIT ‘B’

EXHIBIT "C"

AgriRoots
CAPITAL MANAGEMENT INC.

AgriRoots Capital Management Inc & AgriRoots Diversified Lending Fund LP
Term Sheet

July 16, 2020

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

Dr. Trevor Henry
Mr. Peter Van Mol

This term sheet outlines the terms pursuant to which, subject to identified conditions listed, AgriRoots Capital Management, AgriRoots Diversified Lending Fund LP, affiliated and/or syndicate partners agree to lend to the borrower.

Amount & Structure:	1. $10,000,000 CDN Term Loan $50,000 plus interest monthly for months 1-12 $75,000 plus interest monthly for months 13-36.
Purpose	General overview of the use of Funds: • Refinance existing debt including any residue DIP financing • CAPEX to finish additional grow rooms • Working Capital • Lending and unwriting fees as disclosed below
Security	All debts, liabilities and obligations of the Borrower under the Term Loan will be secured by a first-ranking security interest in favor of the Lender over all present and after-acquired assets and property by way of, without limitation: (i) Corporate Guarantee(s) from all material sudsidiaries (ii) 1st collateral mortgage charge registered over 566 Riverview Chatham Ontario with assignment of rents and fire insurance. (iii) 1st priority charge over all present and after-acquired assets and property registered PPSA. (iv) such other security as recommended by counsel to the Lender
Interest Rate:	12% paid monthly

Fees: 1. Arrangement Fee 2. Lenders Fee	1. 2% of loan amount. $10,000 Deposit has been received 2. 1.2% - includes refundable Guarantee at payout.
Other General Conditions & Treatment of Expenses:	• Lender has the option but not obligation to appoint a representative to actively participate in regularly scheduled Management and Board Discussions. Compensation for time and travel to be agreed upon and set prior to issuance of final commitment letter. • Financial Covenants and financial milestones to be determined when full details of the re-organization are known. • Anticipated closing/funding date – August 28th, 2020 subject to change with mutual approval from both the lender and borrower. • Confirmation from Trustee that proposed structure is acceptable • Funding is subject to Court and Creditor Approval of the AgMedica's business continuity proposal • Lender approval of AgMedica's business continuity proposal • The Borrower shall reimburse the Lender for all costs and expenses (including the fees and expenses of all counsel, travel, advisors, consultants and auditors) in connection with: (i) the preparation, negotiation, execution, delivery, performance of the loan agreement and other loan documentation, whether or not the contemplated transaction is completed; (ii) the Lender's due diligence expenses, whether or not the contemplated transaction is completed; and (iii) all expenses resulting from subsequent amendments, waivers, modifications and enforcement proceedings. Borrower's obligation to reimburse Lender for the foregoing expenses shall not exceed $25,000

AgriRoots Capital Management Inc.

____

Shawn Bustin
President

Accepted this 17th day of July 2020.

____

Dr. Trevor Henry

EXHIBIT “D”

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"**)

PLAN OF COMPROMISE AND ARRANGEMENT
pursuant to the *Companies' Creditors Arrangement Act*
affecting and involving the Applicants

July 29, 2020

TABLE OF CONTENTS

PLAN OF COMPROMISE AND ARRANGEMENT

This is the plan of compromise and arrangement of the Applicants pursuant to the CCAA.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In the Plan:

"**Administration Reserve**" is defined in Section 5.1.

"**Affected Claims**" means the Claims of Affected Creditors.

"**Affected Creditor**" means all Creditors that are not Unaffected Creditors.

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by or is under direct or indirect common control with such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to control a Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" shall have a similar meaning.

"AgMedica" means AgMedica Bioscience Inc.

"**Applicable Law**" means:

(i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty, as well as the common law; and

(ii) any applicable and enforceable rule, regulation, requirement, order, judgment, injunction, award or decree of a Governmental Authority.

"Applicant" means any of the Applicants referred to individually.

"Applicants" means AgMedica Bioscience Inc., 2472602 Ontario Inc., 2642466 Ontario Inc., 8895309 Canada Inc., Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc., Tavitat Naturals Inc., Worldwide Beverage Innovations Inc., Unique Beverages (USA) Inc., and Eseela Inc.

"BIA" means the *Bankruptcy and Insolvency Act* (Canada).

"**Business**" means the business conducted by the Applicants, consisting primarily of the production, distribution, and sale of dried cannabis flower, pre-rolled cannabis joints, cannabis softgel capsules, and cannabis oil, and the related marketing and sale thereof and other related business operations ancillary thereto.

"**Business Day**" means a day other than a Saturday, Sunday, statutory or civic holiday in Toronto, Ontario.

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

"**CCAA Charges**" means all court-ordered charges created by the Initial Order or subsequent orders in the CCAA Proceeding, including the charge in favour of the DIP Lender.

"**CCAA Priority Payment Claims**" means claims for amounts required to be paid by sections 6(3), (5) and (6) of the CCAA.

"**CCAA Proceeding**" means the proceeding under the CCAA bearing Court File No. CV-19-00632052-00CL in respect of or relating to the Applicants, commenced pursuant the Initial Order.

"**Claim**" means

(i) any Pre-Filing Claim;

(ii) any Restructuring Claim;

(iii) any D&O Claim;

(iv) any Equity Claim;

(v) any CCAA Priority Payment Claims; and

(vi) any Secured Claim.

provided, however, that "Claim" will not include any investigation, action, suit, order or proceeding in respect of the Applicants by or before a regulatory body (as defined in the CCAA), unless such investigation, action, suit, order or proceeding constitutes a "claim" within the meaning of the CCAA. And provided that in any case "Claim" shall not include an Unaffected Claim;

"**Claims Procedure Order**" means the Claims Procedure Order granted by Mr. Justice McEwen in the CCAA Proceeding dated February 4, 2020.

"Class A Preferred Shares" means the 400,000,000 Class A Preferred Shares of AgMedica that AgMedica shall issue to the Equity Subscribers pursuant to the Offering.

"Class B Converting Creditor" means all Affected Creditors with Proven Claims exceeding $1,000 that select or are deemed to have selected the Class B Preferred Share Conversion Option (which includes a Common Share Converting Creditor who is owed additional amounts following the issuance of the Common Shares pursuant to the Plan).

"Class B Preferred Share Conversion Option" is defined in Section 3.6.

“Class B Preferred Shares” means the 5,000,000 Class B Preferred Shares of AgMedica that AgMedica shall issue to the Class B Converting Creditors pursuant to the Plan.

“Common Share Conversion Option” is defined in Section 3.7.

“Common Share Converting Creditor” means all Affected Creditors with Proven Claims exceeding $1,000 that select the Common Share Conversion Option.

“Common Shares” means the common shares in the capital of AgMedica that are duly issued and outstanding at any time.

“Convenience Amount Option” is defined in Section 3.5.

“**Convenience Creditor**” means all Affected Creditors with Proven Claims in the amount of $1,000 or less, and all Affected Creditors with Proven Claims exceeding $1,000 who select the Convenience Amount Option by filing an Election Notice.

“**Court**” means the Ontario Superior Court of Justice (Commercial List).

“**Creditor**” means a Person having a Claim and includes the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with the Claims Procedure Order, or a trustee, liquidator, receiver, receiver and manager or other Person acting on behalf of such Person.

“**D&O Claim**” as defined in the Claims Procedure Order, means any right or claim of any Person against one or more of the Directors of one or more of the Applicants or any of them, howsoever arising whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors with respect to any matter, action, cause or chose in action, however arising and whether:

(a) based in whole or in part on facts that existed prior to the Filing Date, (B) relating to a time period prior to the Filing Date, or (C) it is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the BIA had the Applicant become bankrupt on the Filing Date (a “**D&O Pre-Filing Claim**”); or

(b) based on facts that arose in connection with the restructuring, disclaimer, resiliation, termination or breach by such Applicant on or after the Filing Date of any contract, lease, other agreement or obligation, whether written or oral (a “**D&O Restructuring Claim**”),

in each case for which the Directors are alleged to be, by statute or otherwise by law or equity, liable to pay in their capacity as Directors.

"DIP Facility" means the debtor-in-possession super priority non-revolving credit facility in the maximum principal amount of $7,500,000 provided by the DIP Lender to the Applicants pursuant to the DIP Facility Agreement and the Initial Order.

"DIP Facility Agreement" means the agreement entered into between the DIP Lender and the Applicants dated December 20, 2019, pursuant to which the DIP Lender agreed to provide the Applicants with the DIP Facility, subject to the terms and conditions of the DIP Facility Agreement and the Initial Order.

"**DIP Lender**" means SF V Bridge III, LP.

"**Director**" means any Person who, as at the Effective Time, is a former or present director or officer of the Applicants, or any of them, or any other Person of a similar position or who by Applicable Law is deemed to be or is treated similarly to a director or officer of any of the Applicants or who currently manages or supervises the management of the business and affairs of any of the Applicants or did so in the past.

"**Distribution Date or Dates**" means the Business Day or Business Days upon which distributions are made by the Applicants to the Affected Creditors in accordance with the provisions of the Plan.

"**Effective Time**" means such time on the Plan Implementation Date as the Applicants may determine.

"Election Notice" means a duly and timely filed election in the prescribed form to be provided by the Applicants to Affected Creditors pursuant to which an Affected Creditor with a Proven Claim exceeding $1,000 may elect to receive payment of $1,000 as a Convenience Creditor in full satisfaction of such Proven Claim pursuant to Sections 3.5 and 6.3, subject to the terms and implementation of the Plan.

"**Employees**" means all individuals currently or formerly employed by the Applicants, or any of them, immediately prior to the Effective Time, whether on a full-time, part-time, salaried, or hourly basis, including current employees on long-term disability or any other leave of absence, which, for greater certainty, does not include contractors.

"**Encumbrance**" means any mortgage, charge, pledge, lien (statutory or otherwise), hypothec, security interest (whether contractual, statutory or otherwise), encumbrance, statutory or possessory lien, trust or deemed trust (whether contractual, statutory, or otherwise), execution, levy, charge, interest in property, or other financial or monetary claim or lease of personal property that creates a security interest, in respect of any assets that the Applicants own or control or to which the Applicants are entitled or that secures payment or performance of an obligation, or similar charge of any kind.

"**Equity Claim**" as defined in the Claims Procedure Order, means a Claim that constitutes an "equity claim" as that term is defined in section 2(1) of the CCAA.

"**Equity Interests**" has the meaning ascribed thereto in section 2(1) of the CCAA and includes, any stock options that have not yet been exercised in respect of the Common Shares, and any other interest in or entitlement to shares in the capital of the Company, but, for greater certainty, does not include any of the Common Shares (including the Existing Shares and any Common Shares to be issued pursuant to the Plan), the Class A Preferred Shares, or the Class B Preferred Shares.

"Equity Subscribers" means investors who have entered into Equity Subscription Agreements as part of the Offering.

"Equity Subscription Agreements" means the agreements by which the Equity Subscribers subscribe for an aggregate of up to $4,000,000 of Class A Preferred Shares at a price per share of $0.01 pursuant to the Offering.

"Equity Subscription Amount" means the amount payable by any Equity Subscriber to the Applicants pursuant to the Equity Subscription Agreement.

"Existing Shares" means all of the Common Shares that are issued and outstanding immediately prior to the Effective Time, subject to any adjustment as provided for in this Plan.

"EY" means Ernst & Young Inc. in respect of the services it provided to any Applicant before and after the Filing Date in its capacity as Monitor, and includes Ernst & Young LLP and any of its affiliates, partners, officers, directors, employees, agents, subcontractors, and legal counsel.

"**Filing Date**" means December 2, 2019.

"Free Cash Flow" means the sum of:

(a) AgMedica's consolidated net income (that is attributable to AgMedica) after tax, before the free cash flow sweep;

plus/minus

(b) All of AgMedica's non-cash charges or credits (i.e., depreciation, deferred tax, etc.) included in the calculation of "(a)" above;

plus/minus

(c) The changes in AgMedica's working capital in the year;

less

(d) The capital expenditures (including, without limitation, capital expenditures relating to expansion and maintenance) incurred in the course of AgMedica's Business in the year.

less

(e) Mandatory debt principal payments.

"**Governmental Authority**" means any domestic or foreign legislative, executive, judicial or administrative body or person having jurisdiction in the relevant circumstances.

"**Initial Order**" means the order obtained from the Court on the Filing Date commencing the CCAA Proceeding, as amended and/or amended and restated from time to time.

"**Insured Claims**" is defined in Section 2.3(d).

"Intercompany Claims" means the Claims of any Applicant in respect of, or relating to, any of the other Applicants.

"**Meeting**" means a meeting of the Affected Creditors to consider and vote on the Plan, to be held pursuant to the Meeting Order.

"**Meeting Order**" means an order of the Court in the CCAA Proceeding directing the calling and holding of one or more Meetings of Affected Creditors to consider and vote on the Plan.

"**Monitor**" means Ernst & Young Inc., in its capacity as the monitor appointed pursuant to the Initial Order, and any successor thereto appointed in accordance with any further order of the Court.

"Offering" is defined under "Recapitalization Transaction".

"**Order**" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

"**Person**" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency, officer or instrumentality thereof or any other entity.

"**Plan**" means this Plan of Compromise and Arrangement pursuant to the CCAA concerning, affecting and involving the Applicants, including all Schedules hereto.

"**Plan Implementation Conditions**" is defined in Section 9.1.

"**Plan Implementation Date**" means the Business Day on which the Plan becomes effective, which, for greater certainty, shall be the Business Day designated by the Applicants in consultation with the Monitor pursuant to Section 9.2 and as reflected in the certificate contemplated in Section 9.3.

"Pre-Filing Claim" as defined in the Claims Procedure Order, means any right of claim of any Person against any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever in existence at the time of the Initial Order, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive, or otherwise), and whether or not such indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any of the Applicants with respect to any matter, action, cause or chose in action, but subject to any counterclaim, set-off or right of compensation in favour of the Applicants which may exist, whether existing at present or commenced in the future, which indebtedness, liability or obligation (A) is based in whole or in part on facts that existed prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be claim provable in bankruptcy within the meaning of the BIA had the Applicant become bankrupt on the Filing Date, including for greater certainty any claim against any of the Applicants for indemnification by any Directors in respect of a D&O Pre-Filing Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as defined in the Initial Order).

"**Post-Filing Claim**" means any Claim arising after the Filing Date that is not a Restructuring Claim or a D&O Restructuring Claim, including, without limitation, any Claims for goods and services provided to the Applicants, or any of them, after the Filing Date.

"**Proof of Claim**" means a proof of claim filed in accordance with the Claims Procedure Order.

"**Proven Claim**" means a Claim (or the portion thereof) that has been finally determined in accordance with the Claims Procedure Order or any other Order: (i) in the case of an Affected Claim, for voting and distribution purposes hereunder; and (ii) in the case of any Unaffected Claim, for the purposes of any treatment thereof contemplated by the Plan.

"Recapitalization Term Sheet" means the Term Sheet summarizing the key terms of the Recapitalization Transaction.

"Recapitalization Transaction" means the two-step transaction pursuant to which:

(a) AgMedica shall issue 400,000,000 Class A Preferred Shares to the Equity Subscribers at a price of $0.01 per share in order to raise the aggregate amount of $4,000,000 (the "**Offering**"), the proceeds of which shall be used to fund the Plan and the Applicants' working capital requirements following the Plan Implementation Date; and

(b) The Applicants shall execute a secured debt facility agreement (the "**Secured Exit Facility Agreement**") with AgriRoots Capital Management Inc. ("**AgriRoots**"), pursuant to which AgriRoots shall provide the Applicants with a secured credit facility in the maximum principal amount of $10,000,000 (the "**Secured Exit Facility**"), subject to the terms of the Secured Exit Facility Agreement, which shall be used to repay a portion of the Secured Claims and fund the Applicants' working capital requirements after the Plan Implementation Date.

"Released Claims" is defined in Section 7.1.

“Released Parties” is defined in Section 7.1.

“**Representatives**” means, in relation to a Person, such Person’s current and former directors, officers, partners, employees, consultants, legal counsel, actuaries, advisers and agents, including their respective heirs, executors, administrators and other legal representatives, successors and assigns, and each of their respective employees and partners.

“Required Majority” means a majority in the number of Affected Creditors representing at least two-thirds of the value of the aggregate amount of all Proven Claims held by the Affected Creditors that are present and voting, either in person or by proxy, at the Meeting in accordance with section 6(1) of the CCAA.

“**Restructuring Claim**” as defined in the Claims Procedure Order, means any right or claim of any Person against any of the Applicants in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such Applicant to such Person arising out of the restructuring, disclaimer, repudiation, resiliation, termination or breach by such Applicant on or after the Filing Date of any contract, lease, other agreement or obligation whether written or oral, including for greater certainty any claim against any of the Applicants for indemnification by any Directors in respect of a D&O Restructuring Claim (but excluding any such claim for indemnification that is covered by the CCAA Charge in favour of the Directors).

“Restructuring Steps” is defined in Section 4.1.

“Sanction Order” means the Order of the Court in the CCAA Proceeding sanctioning and approving the Plan pursuant to section 6(1) of the CCAA, which shall include such terms as may be necessary or appropriate to give effect to the Plan.

“**Secured Claims**” as defined in the Claims Procedure Order, means Claims or any portions thereof that are: (i) secured by security validly charging or encumbering property or assets of the Applicants (including statutory and possessory liens that create security interests) up to the value of such collateral; and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Filing Date.

“Secured Exit Facility” is defined under “Recapitalization Transaction”.

“Secured Exit Facility Agreement” is defined under “Recapitalization Transaction”.

“**Unaffected Claim**” is defined in Section 2.3.

“**Unaffected Creditor**” means a Creditor with an Unaffected Claim.

“**Uncashed Distribution**” is defined in Section 0.

“**Undeliverable Distribution**” is defined in Section 0.

“**Unresolved Claim**” means an Affected Claim (or the portion thereof) that at the relevant time is not a Proven Claim and is not barred pursuant to the Claims Procedure Order, but in respect of which a Proof of Claim has been filed in a proper and timely manner or a notice of claim delivered by the Applicants or the Monitor, in each case in accordance with the Claims Procedure Order.

“**Unresolved Claims Reserve**” is defined in Section 5.1.

1.2 **Certain Rules of Interpretation**

For the purposes of the Plan:

(a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;

(b) any reference in the Plan to an Order or an existing document or exhibit filed or to be filed means such Order, document or exhibit as it may have been or may be amended, modified, or supplemented;

(c) unless otherwise specified, all references to currency are in Canadian dollars;

(d) the division of the Plan into “articles” and “sections” and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of “articles” and “sections” intended as complete or accurate descriptions of the content thereof;

(e) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of the Plan or a schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;

(f) the words “includes” and “including” and similar terms of inclusion will not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather will mean “includes but is not limited to” and “including but not limited to”, so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;

(g) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day means prior to 5:00 p.m. (Toronto time) on such Business Day;

(h) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;

(i) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature or Governmental Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;

(j) references to a specified "article" or "section" will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the Plan, whereas the terms "the Plan", "hereof", "herein", "hereto", "hereunder" and similar expressions will be deemed to refer generally to the Plan and not to any particular article, section or other portion of the Plan and includes any documents supplemental hereto; and

(k) references to "Affected Creditor" or "Unaffected Creditor" refer to Creditors of the Applicants in such capacity.

1.3 **Successors and Assigns**

The Plan will be binding upon and enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and permitted assigns of any Person named or referred to in or subject to the Plan.

1.4 **Governing Law and Jurisdiction**

The Plan will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of the Plan and all proceedings taken in connection with the Plan and its provisions will be subject to the exclusive jurisdiction of the Court.

1.5 **Claims Made in Currency Other than Canadian Dollars**

All Affected Claims that are made in a currency other than Canadian Dollars shall be converted to Canadian Dollars for both voting and distribution purposes, using the Bank of Canada's average exchange rate as at the Filing Date for the purchase of Canadian Dollars.

ARTICLE 2
PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purposes of the Plan are to:

(a) complete a restructuring and recapitalization of the Applicants by, among other things, effecting the Recapitalization Transaction, which will provide the Applicants with a stronger financial foundation and sufficient working capital to emerge from the CCAA Proceeding;

(b) provide for a compromise of, and consideration for, all Affected Claims that are Proven Claims by providing to holders of all Affected Claims that are Proven Claims a distribution in accordance with one of the three distribution options described in Section 3 and 6 below;

(c) effect a release and discharge of all Affected Claims and Released Claims;

(d) ensure the Applicants and their Business continue as a going concern, having addressed their liquidity issues, with the expectation that all Affected Creditors will derive a greater benefit from implementation of the Plan than they would derive from a bankruptcy or liquidation of the Applicants; and

(e) permit the Applicants to exit the CCAA Proceeding after obtaining an Order of the Court terminating the CCAA Proceeding after the Plan Implementation Date.

2.2 Affected Claims and Released Claims

The Plan provides for a compromise with Affected Creditors and a full, final and irrevocable release and discharge of the Affected Claims and the Released Claims. The Plan will become effective at the Effective Time in accordance with its terms and will be binding on and enure to the benefit of the Applicants, the Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the Plan.

2.3 Unaffected Claims

Subject to the express provisions hereof providing for the payment of certain Unaffected Claims, the Plan does not affect or compromise the following (collectively, the "**Unaffected Claims**"):

(a) Claims secured by the CCAA Charges;

(b) Secured Claims that are accepted as or determined to be Proven Claims pursuant to the Claims Procedure Order as Secured Claims;

(c) CCAA Priority Payment Claims;

(d) Subject to Section 3.10 hereof, that portion of a Claim arising from a cause of action for which the Applicants are covered by insurance, only to the extent of such coverage and limited to the actual recovery received from the applicable insurer(s) by the Applicants ("**Insured Claims**");

(e) Claims by any Director under any directors' or officers' indemnity policy or agreement with the Applicants, or any of them, to the extent not otherwise covered by the CCAA Charges;

(f) Claims by EY or counsel to the Applicants, to the extent not otherwise covered by the CCAA Charges;

(g) Post-Filing Claims; and

(h) Intercompany Claims.

Nothing in the Plan will affect the Applicants' rights and defences, both legal and equitable, with respect to any Unaffected Claims including all rights or entitlements to set-offs or recoupments against such Unaffected Claims.

Nothing herein shall constitute a waiver of any right of either the Monitor or the Applicants to dispute the validity or quantum of any Unaffected Claim.

2.4 Equity Claims

At the Effective Time, the Plan will be binding on all holders of Equity Claims. Holders of Equity Claims will not receive a distribution or other consideration under the Plan and will not be entitled to vote on the Plan in respect of their Equity Claims. On the Plan Implementation Date all Equity Claims will be fully, finally, irrevocably and forever compromised, released, discharged and barred without any compensation of any kind whatsoever.

At the Effective Time, all certificates and any other agreements or instruments evidencing Equity Interests will not entitle any holder thereof to any compensation or participation other than as provided in the Plan and shall be irrevocably and forever cancelled and extinguished.

ARTICLE 3
CLASSIFICATION AND TREATMENT OF CREDITORS AND RELATED MATTERS

3.1 Claims Procedure

The procedure for determining the validity and quantum of the Affected Claims for voting and/or distribution purposes under the Plan will be governed by the Claims Procedure Order, the Meeting Order, the provisions of the CCAA, the Plan, and any further Order of the Court. For greater certainty, the Claims Procedure Order will remain in full force and effect from and after the Plan Implementation Date.

3.2 **Classification of Creditors**

In accordance with the Meeting Order, Affected Creditors will be placed into a single class for the purposes of considering and voting on the Plan.

3.3 **Creditors' Meeting**

The Meeting will be held in accordance with the Meeting Order and any further Order of the Court. The only Persons entitled to attend the Meeting are those specified in the Meeting Order and any further Order of the Court. The rules developed to govern the Meeting shall, among other things, account for the COVID-19 pandemic.

3.4 **Treatment of Affected Claims**

(1) At the Effective Time and in accordance with the sequence of steps set out in Section 4.1 hereof, all Affected Claims will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred subject only to the limited right of Affected Creditors with Proven Claims to receive distributions pursuant to the Plan.

(2) All Affected Creditors with Proven Claims exceeding $1,000 shall have the option to select one of the following three distribution options in full and final satisfaction of their claims by filing an Election Notice in the prescribed form by the prescribed deadline:

(a) the Convenience Amount Option (see Section 3.5);

(b) the Class B Preferred Share Conversion Option (see Section 3.6); and

(c) the Common Share Conversion Option (see Section 3.7).

(3) All Affected Creditors with Proven Claims of $1,000 or less shall be automatically deemed to have selected the Convenience Amount Option and shall be deemed Convenience Creditors.

3.5 **Convenience Amount Option**

Affected Creditors who select, or who are deemed to have selected, the Convenience Amount Option (each, a "**Convenience Creditor**" and collectively, the "**Convenience Creditors**") shall receive the lesser of $1,000 and the quantum of their Proven Claim on the Distribution Date in full and final satisfaction of their Claim.

3.6 **Class B Preferred Share Conversion Option – Default Option**

All Affected Creditors who do not select, or who are not deemed to have selected, either the Convenience Amount Option or the Common Share Conversion Option shall be deemed to have selected the Class B Preferred Share Conversion Option. In addition, pursuant to Section 3.7, any additional amounts owing to the Common Share Converting Creditors following the issuance of the Common Shares pursuant to the Plan shall receive a *pro rata* portion of Class B Preferred Shares in satisfaction of such shortfall.

Affected Creditors who are deemed to have selected the Class B Preferred Share Conversion Option and Affected Creditors who selected the Common Share Conversion Option but are owed additional amounts following the issuance of the Common Shares pursuant to the Plan (each, a "**Class B Converting Creditor**" and collectively, the "**Class B Converting Creditors**") shall be issued a *pro rata* amount of 5,000,000 Class B Preferred Shares in the aggregate face value of $5,000,000 less the amount of any Unresolved Claims on the Plan Implementation Date (the "**Aggregate Face Value**") on the Distribution Date (or such later date in accordance with Section 6.7 in respect of any Unresolved Claim that becomes a Proven Claim, if any) in full and final satisfaction of their Claim. For the purposes of this Section, any fractional number of Class B Preferred Shares to which a Class B Converting Creditor is entitled hereunder shall be rounded down to the nearest whole Class B Preferred Share.

Until the Class B Preferred Shares are redeemed by AgMedica, each Class B Converting Creditor shall be entitled to receive a *pro rata* annual cumulative dividend from an amount equal to 10% of AgMedica's Free Cash Flow during that fiscal year, based on AgMedica's annual financial statements, within sixty (60) days after AgMedica issues such annual financial statements.

The Class B Preferred Shares shall become automatically redeemable by AgMedica on the date on which the Aggregate Face Value has been returned to the Class B Converting Creditors by way of preferential dividends or the other distributions of capital (the "**Automatic Redemption Date**").

In addition, AgMedica may, at any time before the Automatic Redemption Date, in its sole discretion, redeem the Class B Preferred Shares at a redemption price per share equal to: (a) $5,000,000 less all amounts previously transferred to the Class B Converting Creditors divided by; (b) 5,000,000.

The Class B Preferred Shares are non-voting.

In the event of a liquidation or winding up of AgMedica prior to the date on which the Class B Preferred Shares are redeemed by AgMedica, the Class B Converting Creditors shall rank in priority to the holders of Common Shares, but behind the Equity Subscribers, the holders of the Class A Preferred Shares in accordance with the Recapitalization Transaction, for the purposes of distributing the proceeds derived from the assets of AgMedica.

3.7 <u>Common Share Conversion Option</u>

Affected Creditors who select the Common Share Conversion Option (each, a "**Common Share Converting Creditor**" and collectively, the "**Common Share Converting Creditors**") shall be issued a *pro rata* amount of 61,965,221 Common Shares (the "**Common Share Cap**") at a conversion rate of $0.01 per share (the "**Common Share Conversion Rate**") in the aggregate amount of $619,652.21 on the Distribution Date in full and final satisfaction of their Claim. The Common Share Cap will represent 10% of the total amount of issued and outstanding Common Shares and Class A Preferred Shares (collectively, the "**Class A Shares**") on a converted basis at the Effective Time.

The number of Common Shares issued pursuant to the Plan shall not exceed the Common Share Cap. In the event that the total number of Common Shares to be issued under the Plan to the Common Share Converting Creditors would otherwise exceed the Common Share Cap because the aggregate value of the Common Share Converting Creditors' Proven Claims exceeds $$619,652.21, the number of Common Shares to which each such Common Share Converting Creditor is entitled under the Plan shall be reduced on a *pro rata* basis and shall be calculated by taking the product of: (a) 61,965,221; and (b) the quantum of the Proven Claim held by the Common Share Converting Creditor divided by the quantum of the claims held by all Common Share Converting Creditors.

If there are any additional amounts owing to the Common Share Converting Creditors following the issuance of the Common Shares pursuant to the Plan, the Common Share Converting Creditors shall receive a *pro rata* portion of Class B Preferred Shares in satisfaction of such shortfall.

For the purposes of this Section, any fractional number of Common Shares to which a Common Share Converting Creditor is entitled hereunder shall be rounded down to the nearest whole Common Share.

3.8 **<u>Capital Structure after Recapitalization Transaction and Distributions</u>**

After the execution of the Recapitalization Transaction and the distributions by the Applicants to the Affected Creditors pursuant to the Plan, AgMedica's *pro forma* capital structure shall be as follows:

(a) Voting Shares:

(i)	Existing Common Shares:	157,795,431	(25.4%)
(ii)	Class A Preferred Shares:	400,000,000	(64.6%)
(iii)	New Common Shares:	61,965,221	(10.0%)

(b) Non-Voting Shares:

(i)	Class B Preferred Shares:	5,000,000	(100%)

3.9 **<u>Unaffected Claims</u>**

Unaffected Creditors will not be entitled to vote on the Plan. Unaffected Claims will be paid in accordance with Section 6.6, or otherwise satisfied in accordance with the applicable agreements and other arrangements between Unaffected Creditors and the Applicants.

3.10 **<u>Insured Claims</u>**

Notwithstanding anything to the contrary herein, from and after the Effective Time, any Person having an Insured Claim will be irrevocably limited to recovery in respect of such Insured Claim solely from the proceeds of the applicable insurance policies, and Persons with any Insured Claims will have no right to, and will not, directly or indirectly, make any claim or seek any recoveries from any Person, other than enforcing such Person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable insurance policies. This Section 3.10 may be relied upon by the Applicants and any other Released Party in defence or estoppel of or to enjoin any claim, action or proceeding brought in contravention of this section. Nothing in the Plan will prejudice, compromise, release or otherwise affect any right or defence of any insured or insurer in respect of an Insured Claim.

3.11 **Unresolved Claims**

No Affected Creditor will be entitled to receive any distribution hereunder with respect to an Unresolved Claim or any portion thereof unless and until, and then only to the extent that, such Unresolved Claim is finally resolved in the manner set out in the Claims Procedure Order and becomes a Proven Claim entitled to the treatment described in Section 3.4 hereof.

3.12 **Extinguishment of Claims**

At the Effective Time, in accordance with the sequence of steps set out in Section 4.1 hereof and in accordance with the terms of the Plan and Sanction Order, the treatment of Affected Claims (including Unresolved Claims) and Released Claims, in each case as set forth herein, will be final and binding on the Applicants, Affected Creditors and any Person holding a Released Claim. All Affected Claims and all Released Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred and the Applicants will thereupon have no further obligation whatsoever in respect of the Affected Claims and the Released Claims, as applicable; provided that (i) nothing herein releases the Applicants from the obligation to make distributions or provide entitlements in the manner and to the extent provided for in the Plan; and (ii) such discharge and release of the Applicants will be without prejudice to the right of an Affected Creditor in respect of an Unresolved Claim to prove such Unresolved Claim in accordance with the Claims Procedure Order.

3.13 **Guarantees and Similar Covenants**

No Person who has a claim under any guarantee, surety, indemnity or similar covenant in respect of any Claim which is compromised and released under the Plan or who has any right to claim over in respect of or to be subrogated to the rights of any Person in respect of a Claim which is compromised under the Plan will be entitled to any greater rights as against the Applicants than the Person whose Claim is compromised under the Plan.

3.14 **Set-Off**

The law of set-off applies to all Claims in accordance with Applicable Law. Without limiting the generality of the foregoing, the Applicants will be and are hereby entitled to set-off from any payments or distributions to be made to a Creditor hereunder any amount due and owing to the Applicants from such Creditor.

ARTICLE 4
FINANCING & RESTRUCTURING STEPS

4.1 Restructuring Steps

At the Effective Time on the Plan Implementation Date, the following will occur, and be deemed to have occurred, in the order set out below unless otherwise specified in this Section 4.1 and become effective, without any further act or formality (collectively, the "**Restructuring Steps**"):

(a) the Applicants will undertake the two-step Recapitalization Transaction as follows:

(i) AgMedica shall issue 400,000,000 Class A Preferred Shares to the Equity Subscribers at a price of $0.01 per share in order to raise the aggregate amount of $4,000,000 (the "**Offering**"), the proceeds of which shall be used to fund the Plan and the Applicants' working capital requirements following the Plan Implementation Date; and

(ii) The Applicants shall execute the Secured Exit Facility Agreement with AgriRoots, pursuant to which AgriRoots shall provide the Applicants with the Secured Exit Facility, subject to the terms of the Secured Exit Facility Agreement, which shall be used to repay a portion of the Secured Claims and fund the Applicants' working capital requirements after the Plan Implementation Date.

(b) The Applicants will pay the DIP Lender all amounts required to satisfy all obligations and liabilities of the Applicants to the DIP Lender under the DIP Facility Agreement;

(c) To the extent not already paid, the Applicants will deliver to the Monitor, in trust, the amount required to satisfy the CCAA Charges and the CCAA Priority Payment Claims in full, which Unaffected Claims will be paid by the Monitor, for and on behalf of the Applicants from such funds within five (5) Business Days of the Plan Implementation Date or with respect to previous employees, five (5) Business Days after the clearance from Employment and Social Development Canada (unless otherwise agreed to between the Applicants and such Unaffected Claim holders);

(d) The Applicants will pay to the Secured Creditors all amounts required to satisfy all obligations and liabilities of the Applicants to each Secured Creditor and any Encumbrances relating to the Claims of such Secured Creditors shall be forever discharged upon receipt of such payments;

(e) Concurrently:

(i) The Applicants shall issue to all Convenience Creditors, Class B Converting Creditors, and Common Share Converting Creditors the distributions to which they are entitled hereunder in full and final compromise and satisfaction of their Claims (subject to such additional issuances of Class B Preferred Shares, if any, upon the satisfaction of any Unresolved Claims); and

(ii) The Applicants will deliver to the Monitor, in trust, the Unresolved Claims Reserve and the Administration Reserve in accordance with Article 5 hereof;

(f) All Affected Claims and Released Claims will be fully, finally, irrevocably and forever released, discharged, cancelled and barred in accordance with the Plan, and all notes, certificates and other instruments evidencing Affected Claims (and all guarantees associated with each of the foregoing) will be deemed cancelled and extinguished and be null and void in accordance with Section 6.10 hereof; and

(g) All Equity Interests, which, for greater certainty, does not include any of the Common Shares (including the Existing Shares and the Common Shares to be issued pursuant to the Plan), the Class A Preferred Shares, or the Class B Preferred Shares, shall be cancelled and extinguished and all Equity Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any liability, payment or other compensation in respect thereof.

The failure of the Plan to incorporate any provision of a document evidencing a Restructuring Step will not derogate from the enforceability of such provision.

4.2 **Corporate Approvals**

The execution, delivery, implementation, and consummation of all matters contemplated under the Plan involving corporate action of the Applicants, including the Restructuring Steps, will be authorized and approved under the Plan and by the Court as part of the Sanction Order in all respects and for all purposes without any requirement of further action by any Person.

ARTICLE 5
UNRESOLVED CLAIMS RESERVE AND ADMINISTRATION RESERVE

5.1 **Unresolved Claims Reserve and Administration Reserve**

(1) At the Effective Time in accordance with Section 4.1 hereof, the Applicants will deliver to the Monitor consideration sufficient to:

(a) provide each holder of an Unresolved Claim with the *pro rata* amount of Class B Preferred Shares to which they would be entitled under the Plan if such Unresolved Claims (or certain portions thereof) are determined to be Proven Claims in accordance with the Claims Procedure Order (the “**Unresolved Claims Reserve**”); and

(b) pay the fees and expenses of the Applicants' counsel, the Monitor, and the Monitor's counsel in administering the resolution of Unresolved Claims in accordance with the Claims Procedure Order and performing such other activities as may be required after the Effective Time in the amount approved by the Court in the Sanction Order (the "**Administration Reserve**").

(2) For greater certainty, the Unresolved Claims Reserve shall only include the amount of Class B Preferred Shares required under Section 5.1(1)(a) and shall not include any New Common Shares or cash consideration. Creditors with Unresolved Claims whose Claims are determined to be Proven Claims in accordance with the Claims Procedure Order shall be deemed Class B Converting Creditors and shall only be entitled to receive a *pro rata* amount of Class B Preferred Shares in accordance with Section 3.6. Such Creditors shall not be entitled to select the Convenience Amount Option or the Common Share Conversion Option.

(3) The Monitor will hold the Unresolved Claims Reserve and the Administration Reserve in trust for those entitled under the Plan, and will oversee the distribution of shares from the Unresolved Claims Reserve by the Applicants in accordance with the provisions of Section 0.

(4) The Applicants' counsel, the Monitor, and the Monitor's counsel shall be entitled to payment from the Administration Reserve of their fees and expenses in connection with administering the resolution of Unresolved Claims in accordance with the Claims Procedure Order and performing any other work required after the Effective Time. Any amount remaining in the Administration Reserve after completion of such work will be released by the Monitor to the Applicants.

ARTICLE 6
PROVISIONS REGARDING DISTRIBUTIONS & PAYMENTS

6.1 Distributions Generally

All distributions to Affected Creditors and other payments to be effected pursuant to the Plan will be made pursuant to this Article 6. For greater certainty, all payments and distributions pursuant to this Article 6 will be subject to satisfaction or waiver of the conditions specified in Article 9 hereof and the occurrence of the Effective Time and will occur in accordance with the timing set out in Section 4.1 hereof.

6.2 De Minimis Proven Claim Amount for Distribution

Notwithstanding anything contained in the Plan, Affected Creditors with Proven Claims in the amount of $50 or less shall not receive any distribution hereunder and such Proven Claims will be forever released and extinguished.

6.3 **<u>Convenience Amount Option</u>**

On the Plan Implementation Date, with the oversight and assistance from the Monitor, the Applicants shall pay each Convenience Creditor the lesser of $1,000 and the quantum of each Convenience Creditor's Proven Claim, by way of direct deposit, wire transfer, or cheque sent by prepaid ordinary mail to the address set forth on such Convenience Creditor's Proof of Claim.

For greater certainty, each Convenience Creditor shall bear the all wire transfer fees in respect of their distribution hereunder.

6.4 **<u>Class B Preferred Shares Conversion Option</u>**

On the Plan Implementation Date, with the oversight of and assistance from the Monitor, the Applicants shall issue each Class B Converting Creditor the *pro rata* amount of Class B Preferred Shares to which they are entitled under the Plan in accordance with the terms and conditions described in Section 3.6.

6.5 **<u>Common Share Conversion Option</u>**

On the Plan Implementation Date, with the oversight of and assistance from the Monitor, the Applicants shall issue each Common Share Converting Creditor the *pro rata* amount of Common Shares to which they are entitled under the Plan at the Common Share Conversion Rate in accordance with the terms and conditions described in Section 3.7.

6.6 **<u>Payments of Unaffected Claims</u>**

In accordance with and at the time specified in Section 4.1 hereof (which for greater certainty is prior to payment of any distributions to Affected Creditors), the Applicants will make the following payments from by wire transfer of immediately available funds in full satisfaction and discharge of the following:

(a) payment to the DIP Lender of all amounts required to satisfy all obligations and liabilities of the Applicants to the DIP Lender under the DIP Facility Agreement;

(b) payment in full of all of the remaining CCAA Charges;

(c) payment to each holder of a CCAA Priority Payment Claim of all amounts required to satisfy such holder's CCAA Priority Payment Claim in full; and

(d) payment to the Secured Creditors all amounts required to satisfy the Secured Claims in full.

For greater certainty, each holder of an Unaffected Claim shall bear all wire transfer fees in respect of their distribution hereunder.

6.7 **Distributions in Respect of Unresolved Claims**

The Monitor will hold the Unresolved Claims Reserve in trust (as may be reduced from time to time as Unresolved Claims are ultimately disallowed in whole or in part) for the Applicants until the final determination of all Unresolved Claims in accordance with the Claims Procedure Order.

To the extent that an Unresolved Claim becomes a Proven Claim, the Applicants, with oversight of and assistance from the Monitor, will distribute to the holder thereof the amount of Class B Preferred Shares to which such Creditor would have been entitled to receive in respect of its Proven Claim on the Distribution Date had such Unresolved Claim been a Proven Claim on the Distribution Date.

After all Unresolved Claims have been finally resolved in accordance with the Claims Procedure Order and any required distributions have been made with respect to Proven Claims, the Applicants, with oversight of and assistance from the Monitor, will deliver any remaining Class B Preferred Shares in the Unresolved Claims Reserve that were not required to be distributed hereunder to the Class B Converting Creditors *pro rata* in accordance with the terms and conditions described in Section 3.6.

6.8 **Treatment of Unclaimed Distributions**

If any distribution to an Affected Creditor under this Article 6 is returned as undeliverable (an "**Undeliverable Distribution**"), then neither the Applicants nor the Monitor will be required to make further efforts to deliver the distribution to such Creditor unless and until the Applicants and Monitor are notified in writing by such Creditor of such Creditor's current address at which time all such distributions will be made to such Creditor. The obligations of the Applicants and Monitor to an Affected Creditor with an Undeliverable Distribution will expire on the Business Day that is 6 months after the applicable Distribution Date for the Undeliverable Distribution, after which date any entitlement with respect to any Undeliverable Distributions will be forever discharged and forever barred, without any compensation therefor, notwithstanding any Applicable Laws to the contrary. For greater clarity, nothing herein will require the Applicants or the Monitor to attempt to locate any Creditor or other Person with respect to an Undeliverable Distribution. No interest will be payable in respect of an Undeliverable Distribution. On the the Business Day that is 6 months after the applicable Distribution Date for the Undeliverable Distribution, the amount of the Undeliverable Distribution will be released to the Applicants.

If any cheque in payment of a distribution to an Affected Creditor under this Article 6 is not cashed within 6 months after the applicable Distribution Date (an "**Uncashed Distribution**"): (i) such cheque may be cancelled by the Applicants, after which date any entitlement with respect to such distributions will be forever discharged and forever barred and the obligations of the Applicants and Monitor with respect thereto will expire, without any compensation therefor, notwithstanding any Applicable Laws to the contrary; and (ii) the amount otherwise payable pursuant to such cancelled cheque will be released to the Applicants. For greater clarity, nothing herein will require the Applicants or the Monitor to attempt to locate any Creditor or other Person with respect to an Uncashed Distribution.

6.9 **Withholding Rights**

The Applicants and any other Person facilitating payments pursuant to the Plan will be entitled to deduct and withhold from any such payment to any Person such amounts as may be required to be deducted or withheld under any Applicable Law and to remit such amounts to the appropriate Governmental Authority or other Person entitled thereto. To the extent that amounts are so withheld or deducted and remitted to the appropriate Governmental Authority or other Person, such withheld or deducted amounts will be treated for all purposes hereof as having been paid to such Person as the remainder of the payment in respect of which such withholding or deduction was made. Without in any way limiting the generality of the foregoing, the Applicants will deduct from any distribution to a Creditor hereunder any amounts as indicated by Employment and Social Development Canada in a Notice of Debt, and remit such amounts to Employment and Social Development Canada pursuant to the *Employment Insurance Act* (Canada). Any Creditor whose address on file with the Applicants on the Distribution Record Date is not a Canadian address will be treated as a non-resident of Canada for purposes of any applicable non-resident withholding tax on all payments hereunder, subject to receipt by the Applicants of information satisfactory to it (in its sole discretion) that such Creditor is not a non-resident. No gross-up or additional amount will be paid on any payment hereunder to the extent the Applicants or any other Person deducts or withholds amounts pursuant to this Section 6.8. Notwithstanding any withholding or deduction, each Person receiving a payment will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Authority (including income and other tax obligations on account of such distribution).

6.10 **Cancellation of Certificates and Notes, etc.**

At the Effective Time and in accordance with the sequence of steps set out in Section 4.1 hereof, all debentures, notes, certificates, indentures, guarantees, agreements, invoices and other instruments evidencing Affected Claims (and all guarantees associated with each of the foregoing), will not entitle any holder thereof to any compensation or participation other than as expressly provided for in the Plan and will be deemed cancelled and extinguished and be null and void.

6.11 **Calculations**

All amounts to be paid by the Applicants hereunder will be calculated by the Applicants, with the assistance of the Monitor. All calculations made by the Applicants will be conclusive, final and binding upon the Affected Creditors, the Applicants, and all other Persons, absent manifest error.

6.12 **Currency Matters**

Distributions to Affected Creditors with Proven Claims will be paid in Canadian dollars and any such Claims that are denominated in a currency other than the lawful money of Canada will be converted to the equivalent thereof in the lawful money of Canada at the noon rate of exchange as quoted by the Bank of Canada on the Filing Date, in accordance with the Claims Procedure Order.

The Applicants are hereby authorized to effect such exchange(s) of currency between Canadian dollars and U.S. dollars (or other foreign currencies) as may be necessary to effect payments of Unaffected Claims contemplated in Section 6.6 of the Plan, unless the Applicants and the holders of such Unaffected Claims have otherwise agreed to use a different methodology for converting or exchanging currency in respect of such Unaffected Claims.

ARTICLE 7
RELEASES

7.1 Plan Releases

At the Effective Time and in accordance with the sequence of steps set out in Section 4.1 hereof, (i) the Applicants, the Applicants' employees, contractors, agents and advisors (including legal counsel) and their Directors; and (ii) the Monitor and the Monitor's counsel, and each and every present and former affiliate, affiliated funds, subsidiary, director, officer, member, partner, employee, auditor, financial advisor, legal counsel and agent of any of the foregoing Persons (each of the Persons named in (i) or (ii) of this Section 7.1, in their capacity as such, being herein referred to individually as a "**Released Party"** and all referred to collectively as "**Released Parties")** shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, Encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature, including claims for contribution or indemnity, or rights of subrogation, which any Person may be entitled to assert, whether or not reduced to judgment, liquidated or unliquidated, fixed, contingent, known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, by guarantee, surety or otherwise, and whether or not executory or anticipatory in nature, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date, or following the Plan Implementation Date up to the termination of the CCAA Proceeding that relate to matters relating to implementing the Plan, on or following the Plan Implementation Date, or that constitute or are in any way relating to, arising out of or in connection with any Affected Claims, any D&O Claims and any indemnification obligations with respect thereto, the business and affairs of the Applicants whenever or however conducted, the administration and/or management of the Applicants, the Plan or the CCAA Proceeding, or any document, instrument, matter or transaction involving any of the Applicants taking place in connection with the Plan (referred to collectively as the "**Released Claims"),** and all Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, all to the fullest extent permitted by Applicable Law; provided that the following shall not constitute Released Claims and nothing herein will waive, discharge, release, cancel or bar:

(i) any Unaffected Claim;

(ii) the Applicants of or from any of their obligations under the Plan, under any Order, or under any document delivered by the Applicants on the Plan Implementation Date pursuant to the Plan; or

(iii) a Released Party if the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct.

7.2 **Injunctions**

From and after the Effective Time as set out in Section 4.1 hereof all Persons are permanently and forever barred, estopped, stayed and enjoined with respect to any and all Released Claims from: (i) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property; (iii) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, application, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property; or (v) taking any actions to interfere with the implementation or consummation of the Plan. All Persons who have previously commenced a Released Claim in any court, which Released Claim has not been finally determined, dismissed or discontinued prior to the Effective Time, shall forthwith after the Effective Time take steps to discontinue and/or dismiss, without costs, such Released Claim.

7.3 **Knowledge of Claims**

Each Person to which Section 7.1 hereof applies shall be deemed to have granted the releases set forth in Section 7.1 notwithstanding that it may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such party expressly waives any and all rights that it may have under any applicable law which would limit the effect of such releases to those claims including Claims or causes of action known or suspected to exist at the time of the granting of the release.

ARTICLE 8
COURT SANCTION

8.1 Application for Sanction Order

If the Plan is approved by the Required Majority of Affected Creditors, the Applicants shall apply for the Sanction Order on or before the date set for the Sanction Order hearing or such later date as the Court may set.

8.2 Sanction Order

The Sanction Order will, among other things:

(a) declare that (i) the Plan has been approved by the Required Majority of the Affected Creditors in accordance with the CCAA; (ii) the activities of the Applicants and the Monitor have been in compliance with the provisions of the CCAA and the Orders of the Court made in this CCAA Proceeding in all respects; (iii) neither the Applicants nor the Monitor have done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan and the transactions contemplated in connection therewith are fair and reasonable, and are sanctioned and approved by the Court pursuant to section 6 of the CCAA and shall be binding and effective as set out herein;

(b) declare that the Plan, subject to the terms and conditions herein, including the Plan Implementation Conditions described in Section 9.1 and all associated steps, compromises, transactions, arrangements, releases and recapitalizations effected thereby are sanctioned and approved, and at the Effective Time as set out in Section 4.1 hereof will be binding and effective upon and with respect to the Applicants, all Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the Plan or the Sanction Order;

(c) approve and authorize the Restructuring Steps;

(d) as of the Effective Time and in accordance with the sequence of steps set out in Section 4.1 hereof, compromise, discharge and release the Applicants from any and all Affected Claims in accordance with the Plan, and declare that the ability of any Person to proceed against the Applicants in respect of or relating to any Affected Claims, whether directly, derivatively or otherwise will be forever discharged, enjoined and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims be permanently stayed, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims (to the extent they become Proven Claims);

(e) as of the Effective Time and in accordance with the sequences of steps set out in Section 4.1 hereof, compromise, discharge, and release the Released Parties from any and all Released Claims of any nature in accordance with the Plan, and declare that the ability of any Person to proceed against the Released Parties, or any of them, in respect of or relating to any Released Claim will be forever discharged and restrained, and all proceedings with respect to, in connection with, or relating to such Released Claims be permanently stayed;

(f) as of the Effective Time as set out in Section 4.1 hereof, bar, stop, stay and enjoin the commencing, taking, applying for or issuing or continuing of any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Released Claims and any matter which is released pursuant to Article 7 hereof;

(g) declare that any Affected Claim that is not a Proven Claim or Unresolved Claim is forever barred and extinguished;

(h) declare that any Claim for which a proof of claim has not been filed by the applicable Claims Bar Date in accordance with the Claims Procedure Order is forever barred and extinguished and order the release of all such Claims;

(i) authorize the Applicants and the Monitor to perform their respective obligations and functions under the Plan and to perform all such other acts and execute such documents as may be required in connection with the foregoing;

(j) declare that each of the CCAA Charges will be terminated, discharged, expunged and released upon receipt by the Applicants of an acknowledgement of payment in full and in the appropriate currency of the claims secured thereby;

(k) declare that, notwithstanding: (i) the pendency of the CCAA Proceeding; (ii) any applications for a bankruptcy, receivership or other order now or hereafter issued pursuant to the BIA, the CCAA or otherwise in respect of the Applicants and any bankruptcy, receivership or other order issued pursuant to any such applications; and (iii) any assignment in bankruptcy made or deemed to be made in respect of the Applicants, the transactions contemplated by the Plan will be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicants or their assets and will not be void or voidable by creditors of the Applicants, nor will the Plan, or the payments and distributions contemplated pursuant thereto constitute nor be deemed to constitute a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, CCAA or any other applicable federal or provincial legislation, nor will the Plan constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation;

(l) declare that, subject to the performance by the Applicants of their obligations under the Plan, all contracts, leases, agreements and other arrangements to which the Applicants, or any of them, are a party and that have not been terminated or disclaimed pursuant to the applicable paragraph of the Initial Order and the related provisions of the CCAA will be and remain in full force and effect, unamended as of the Effective Time as set out in Section 4.1 hereof, and no

Person who is a party to any such contractual arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

(i) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events or default arising as a result of the insolvency of the Applicants);

(ii) the insolvency of the Applicants or the fact that the Applicants sought or obtained relief under the CCAA;

(iii) any compromises or arrangements effected pursuant to the Plan or any action taken or transaction effected pursuant to the Plan; or

(iv) any change in the control of the Applicants arising from the implementation of the Plan;

(m) declare that the stay of proceedings under the Initial Order continues until the Effective Time;

(n) approve the conduct of the Directors of the Applicants during the CCAA Proceeding;

(o) approve all conduct of EY in relation to the Applicants and bar all claims against it arising from or relating to the services provided to the Applicants up to and including the date of the Sanction Order, including any services provided by EY to the Applicants prior to the Filing Date;

(p) declare that the Applicants and the Monitor may apply to the Court for advice and direction in respect of any matters arising from or in relation to the Plan or the implementation thereof; and

(q) approve the Unresolved Claims Reserve and Administration Reserve amounts.

ARTICLE 9
PLAN CONDITIONS PRECEDENT AND IMPLEMENTATION

9.1 **Conditions Precedent to Plan Implementation**

(1) The Plan is subject to the satisfaction of the following conditions (the "**Plan Implementation Conditions**"):

(a) the Plan must be approved by the Required Majority of the Affected Creditors of the Applicants;

(b) the Sanction Order must be granted by the Court, consistent with the terms of Section 8.2;

(c) all required approvals of the Plan and the Recapitalization Transaction, if any, by Health Canada will have been obtained by the Applicants, with the assistance of the Monitor;

(d) all applicable appeal periods in respect of the Sanction Order will have expired and any appeals therefrom will have been finally disposed of by the applicable appellant tribunal;

(e) the Offering and all other agreements required pursuant thereto will have been executed, delivered, and become effective in accordance with its terms, subject only to the occurrence of the Plan Implementation Date;

(f) the Secured Exit Facility Agreement and all other agreements required pursuant thereto will have been executed, delivered, and become effective in accordance with its terms, subject only to the occurrence of the Plan Implementation Date;

(g) each of the conditions precedent to the closing of the Offering and the Secured Exit Facility Agreement will have been satisfied or waived in accordance with the terms therein;

(h) all relevant Persons will have executed, delivered and filed all documents and other instruments that, in the opinion of the Applicants and the Monitor, are necessary to implement the provisions of the Plan or the Sanction Order; and

(i) no action or proceeding will be pending by any third party to enjoin or prohibit the Recapitalization Transaction.

9.2 **Plan Implementation Date**

Upon satisfaction of the Plan Implementation Conditions, the Applicants will proceed to implement the Plan. In consultation with the Monitor, the Applicants will designate the Plan Implementation Date and will implement the Plan on that date in accordance with the terms and conditions hereof.

9.3 **Monitor's Certificate – Plan Implementation**

As soon as practicable after of the Effective Time, the Monitor will serve on the service list in the CCAA Proceeding and post on the Monitor's Website a certificate confirming that the Plan Implementation Date has occurred and will file such certificate with the Court as soon as practicable after it has been delivered.

ARTICLE 10
GENERAL

10.1 **Binding Effect**

At the Effective Time and in accordance with the sequence of steps set out in Section 4.1 hereof, the Plan will become effective and binding on and enure to the benefit of the Applicants, the Stakeholders, the Released Parties, the Affected Creditors and any other Person named or referred to in or subject to the Plan and their respective heirs, executors, successors and assigns. Without limiting the generality of the foregoing, at the Effective Time:

(a) the treatment of Affected Claims and Released Claims under the Plan will be final and binding for all purposes upon and enure to the benefit of the Applicants, the Released Parties, all Affected Creditors and all other Persons named or referred to in, or subject to, the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;

(b) all Affected Claims will be forever discharged and released, excepting only with respect to any distribution thereon in the manner and to the extent provided for in the Plan;

(c) all Released Claims will be forever discharged, released, enjoined and barred;

(d) each Affected Creditor and each Person holding a Released Claim will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety; and

(e) each Affected Creditor and each Person holding a Released Claim (to the extent that contractual releases have not been executed and delivered by such Person) will be deemed to have:

  (i) executed and delivered to the Applicants and to the other Released Parties, as applicable, all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;

  (ii) waived any default by or rescinded any demand for payment against the Applicants that has occurred on or prior to the Effective Time pursuant to, based on or as a result of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such

Affected Creditor or Person holding a Released Claim and the Applicants with respect to an Affected Claim or Released Claim, respectively; and

(iii) agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditor or Person holding a Released Claim and the Applicants with respect to an Affected Claim or Released Claim, respectively, as at the moment before the Effective Time and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly.

10.2 **Deeming Provisions**

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

10.3 **Modification of the Plan**

The Applicants reserve the right, at any time and from time to time, to amend, restate, modify and/or supplement the Plan (including to address or further address the treatment of Claims subject to the Claims Procedure Order), provided that any such amendment, restatement, modification or supplement is on terms satisfactory to the Monitor and must be contained in a written document which is filed with the Court and (i) if made prior to or at the Meeting, communicated to the Affected Creditors in the manner contemplated by the Meeting Order; and (ii) if made following the Meeting, approved by the Court and following notice to the Affected Creditors.

Notwithstanding Section 0, after the Meeting, the Applicants may amend, restate, modify and/or supplement the Plan with the consent of the Monitor, without the consent of the Affected Creditors or approval of the Court, provided that any such amendment, restatement, modification and/or supplement (i) is filed with the Court, (ii) is posted on the website maintained by the Monitor and notice thereof is provided to the Affected Creditors, (iii) does not materially decrease the anticipated recovery of Affected Creditors under the Plan and is otherwise not materially adverse to the financial or economic interests of Affected Creditors, in each case as determined by the Monitor, and (iv) does not amend the Plan Implementation Conditions (including any provision of the Plan that is the subject of such conditions) without the consent of the party or parties for whose benefit the conditions exist.

Notwithstanding Sections 0 and 0, any amendment, restatement, modification or supplement to the Plan may be made by the Applicants at any time and from time to time, provided that it is made with the consent of the Monitor and: (i) concerns a matter which is of an administrative nature required to better give effect to the implementation of the Plan; or (ii) is to cure any errors, omissions or ambiguities, and in either case is not materially adverse to the financial or economic interests of the Affected Creditors.

Any amended, restated, modified or supplementary Plan or Plans filed with the Court and, if required by this Section, approved by the Court, will for all purposes be and be deemed to be a part of and incorporated in the Plan.

10.4 **Paramountcy**

From and after the Effective Time, any conflict between:

(a) the Plan or the Sanction Order; and

(b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and the Applicants as at the moment before the Effective Time,

will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which will take precedence and priority.

10.5 **Severability of Plan Provisions**

If, prior to the Plan Implementation Date, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Applicants and with the consent of the Monitor, following consultation with the Stakeholders, will have the power to either (a) sever such term or provision from the balance of the Plan and provide the Applicants with the option to proceed with the implementation of the balance of the Plan, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as so altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the Applicants proceed with the implementation of the Plan, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

10.6 **Protections of the Monitor**

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in the CCAA Proceeding with respect to the Applicants (and not in its personal capacity). The Monitor will not be responsible or liable for any obligations of the Applicants. The Monitor will have the powers and protections granted to it by the Plan, the CCAA and any other Order made in the CCAA Proceeding. EY will incur no personal liability whatsoever whether on its own part or in respect of any failure on the part of the Applicants to observe, perform or comply with any of its obligations under the Plan. Any release, discharge or other benefit conferred upon the Monitor pursuant to the Plan will enure to the benefit of EY. The Monitor in its personal capacity will be a third party beneficiary to the Plan entitled to enforce such releases, discharges and benefits in accordance with the terms of the Plan.

10.7 **Different Capacities**

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless otherwise provided in the Meeting Order expressly agreed by the Applicants and the Person in writing or unless its Claims overlap or are otherwise duplicative.

10.8 **Notices**

Any notice or other communication to be delivered hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail or e-mail addressed to the respective parties as follows:

If to the Applicants:

AgMedica Bioscience Inc.
3111 Heritage Road, Suite 200
Chatham-Kent, Ontario
N7M 5W7

Attention: Trevor Henry, Chief Executive Officer
e-mail: thenry@agmedica.ca

With copies to (which will not constitute notice)

Thornton Grout Finnigan LLP
100 Wellington Street West
Suite 3200
Toronto, Ontario Canada
M5K 1K7

Attention Rebecca Kennedy and Adam Driedger
e-mail: rkennedy@tgf.ca; adriedger@tgf.ca

If to an Affected Creditor:

To the mailing address, facsimile number or email address provided on such Affected Creditor's Proof of Claim or such more recent address particulars of an Affected Creditor as noted in the files of the Applicants or the Monitor;

If to the Monitor:

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

Attention: Alex Morrison and Karen Fung
e-mail: alex.f.morrison@ca.ey.com; karen.l.fung@ca.ey.com

With copies to (which will not constitute notice)

McCarthy Tétrault LLP
66 Wellington Street West
Suite 5300
Toronto, Ontario Canada
M5K 1E6

Attention: James Gage and Trevor Courtis
e-mail: jgage@mccarthy.ca; tcourtis@mccarthy.ca

or to such other address as any party may from time to time notify the others in accordance with this section, or, in the case of an address change for the Applicants or the Monitor, by posting notice of such address change on the Monitor's website (www.ey.com/ca/agmedica). Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 4:00 p.m. (Toronto time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

10.9 Further Assurances

Each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan or any other events or transactions contemplated herein, notwithstanding any provision of the Plan that deems any event or transaction to occur without further formality.

10.10 Language

The Plan, as well as any notices, schedules or other documents related thereto has been and will be prepared in the English language only. To the extent a French language or other translation is prepared, any such translation will be for informational purposes only, it being intended that the English language version will govern and prevail in all respects.

10.11 Acts to Occur on Next Business Day

If any distribution, payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such distribution, payment or the performance of such act may be completed on the next succeeding Business Day, but will be deemed to have been completed as of the required date.

10.12 Non-Consummation of the Plan

If the Plan is revoked at any time prior to the Effective Time, it will be null and void in all respects. Nothing contained in the Plan and no act taken in preparation for the implementation of the Plan will (a) constitute or be deemed to constitute a waiver or release of any Claims by or against the Applicants or any other Person; (b) prejudice the rights of the Applicants or any other Person in any further proceeding involving the Applicants; or (c) constitute an admission of any sort by the Applicants or any Person.

DATED as of the 29th day of July, 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.**

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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Fax: 416-304-1313

Lawyers for the Applicants

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 4th
	)	
JUSTICE KOEHNEN	)	DAY OF AUGUST, 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**")

MEETING 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**”) for an order, among other things: (i) accepting the filing of the Applicants’ proposed Plan of Compromise and Arrangement dated July 29, 2020 (the “**Plan**”) as attached as Exhibit “D” to the Affidavit of Trevor Henry dated July 29, 2020 (the “**Henry Affidavit**”); (ii) authorizing the Applicants to establish a single class (the “**Class**”) of Affected Creditors for the purposes of considering and voting on the Plan pursuant to section 22 of the CCAA; (iii) authorizing and directing the Applicants to call, hold, and conduct a virtual meeting of the Affected Creditors (the “**Meeting**”), due to the COVID-19 pandemic, to consider and vote on a resolution to approve the Plan (the “**Resolution**”); (iv) approving the procedures to be followed in connection with the Meeting; and (v) setting the date for the hearing of the Applicants’ motion seeking this Court’s approval of the Plan in the event that the Plan is approved by the required majority of Affected Creditors at the Meeting (the "**Sanction Motion**"), was heard this day by Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Henry Affidavit and the Eighth Report of the Monitor dated July ▶, 2020 and appendices thereto (the "**Eighth Report**"), and on hearing the submissions of counsel for the Applicants, counsel to the Monitor, 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 Adam Driedger sworn July 29, 2020, filed,

SERVICE

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

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that all capitalized terms used in this Meeting Order and not expressly defined herein shall have the meanings ascribed to them in the Plan.

PLAN OF COMPROMISE OR ARRANGEMENT

3. **THIS COURT ORDERS** that the Plan is hereby accepted for filing, and the Applicants are hereby authorized to seek approval of the Plan from the Affected Creditors in the manner set forth herein.

4. **THIS COURT ORDERS** that the Applicants, with the consent of the Monitor, be and are hereby authorized to make and to file a modification or restatement of, or amendment or supplement to, the Plan (each, a "**Plan Modification**") prior to or at the Meeting, in which case any such Plan Modification shall, for all purposes, be and be deemed to form part of and be

incorporated into the Plan. The Applicants shall give notice of any such Plan Modification at the Meeting prior to the vote. The Applicants may provide notice of any Plan Modification at or before the Meeting by notice which shall be sufficient if, in the case of notice at the Meeting, given to those Affected Creditors present (or deemed present) at such meeting in person or by Proxy and, in the case of notice before the Meeting, provided to those Persons listed on the service list for this CCAA Proceeding (the "**Service List**"). The Monitor shall forthwith post on the Monitor's Website any such Plan Modification, with notice of such posting forthwith provided to the Service List.

5. **THIS COURT ORDERS** that after the Meeting (both prior to and after obtaining any Sanction Order), the Applicants may at any time and from time to time, with the consent of the Monitor, effect a Plan Modification: (a) pursuant to an Order of the Court; or (b) where such Plan Modification concerns a matter which, in the opinion of the Applicants and the Monitor, is of an administrative nature required to give better effect to the implementation of the Plan or the Sanction Order, or to cure any errors, omissions or ambiguities, and in either circumstance, is not materially adverse to the economic interests of the Affected Creditors. The Monitor shall forthwith post on the Monitor's Website any such Plan Modification, with notice of such posting forthwith provided to the Service List.

FORMS OF DOCUMENTS

6. **THIS COURT ORDERS** that the Notice of Meeting substantially in the form attached hereto as Schedule "A" (the "**Notice of Meeting**"), the Proxy substantially in the form attached hereto as Schedule "B" (the "**Proxy**"), the form of resolution substantially in the form attached hereto as Schedule "C" (the "**Resolution**"), the Election Notice substantially in the form attached hereto as Schedule "D" (the "**Election Notice**"), and the notice to be published in *The Globe and Mail* (National Edition) pursuant to paragraph 10 substantially in the form attached hereto as

Schedule "E" (the "**Newspaper Notice**") are each hereby approved and the Applicants, with the consent of the Monitor, are hereby authorized and directed to make such changes to such forms of documents as it considers necessary or desirable to conform the content thereof to the terms of the Plan or this Meeting Order.

CLASSIFICATION OF CREDITORS

7. **THIS COURT ORDERS** that for the purposes of considering and voting on the Plan, the Affected Creditors shall constitute a single class.

NOTICE OF MEETING

8. **THIS COURT ORDERS** that the Monitor shall cause to be sent by regular mail, courier, fax, or e-mail copies of the Notice of Meeting, the Proxy, the Resolution, the Plan, Eighth Report, and the pre-registration form, including a personal meeting identification number or videoconference link (a "**PMIN**") to access the meeting electronically (collectively, the "**Meeting Materials**"), as soon as practicable after the granting of this Meeting Order and, in any event, no later than August 11, 2020, to each Affected Creditor that is a Known Claimant (as defined in the Claims Procedure Order) (each, a "**Known Affected Creditor**" and collectively, the "**Known Affected Creditors**") at their last known municipal or e-mail address in accordance with the Applicants' books and records.

9. **THIS COURT ORDERS** that the Monitor shall forthwith post an electronic copy of the Meeting Materials on the Monitor's Website, send a copy of the Meeting Materials to the Service List, and provide a hard copy to any Person upon request (in each case, without a PMIN).

10. **THIS COURT ORDERS** that on or before August 11, 2020, the Monitor shall cause the Newspaper Notice to be published once in the *The Globe and Mail* (National Edition). The

Newspaper Notice shall include a statement advising that any Affected Creditor wishing to attend the Meeting who has not received a PMIN should request access to the Meeting from the Monitor and complete any pre-registration form.

11. **THIS COURT ORDERS** that the delivery of the Meeting Materials in the manner set out in paragraph 8, the posting of the Meeting Materials on the Monitor's Website in accordance with paragraph 9, and the publication of the Newspaper Notice in accordance with paragraph 10 shall constitute good and sufficient service of this Meeting Order and of the Plan, and good and sufficient notice of the Meeting on all Persons who may be entitled to receive notice thereof or who may wish to be present (or deemed present) in person or by Proxy at the Meeting or who may wish to appear in this CCAA Proceeding, and no other form of notice or service need be made on such Persons.

CONDUCT AT THE MEETING

12. **THIS COURT ORDERS** that the Applicants are hereby authorized to call, hold, and conduct the Meeting on August 25, 2020 at 11:00 am (eastern daylight time) for the purpose of considering and voting on the Plan. Due to the challenges present by the COVID-19 pandemic, the Monitor shall be authorized to hold the Meeting electronically using a third-party service provider.

13. **THIS COURT ORDERS** that a representative of the Monitor, designated by the Monitor, shall preside as the chair of the Meeting (the "**Chair**") and, subject to any further Order of this Court, shall decide all matters relating to the conduct of the Meeting.

14. **THIS COURT ORDERS** that the Chair is authorized to accept and rely upon the Proxies or such other forms as may be acceptable to the Chair. The Chair of the Meeting and the Monitor may rely on representations by attendees to confirm their identification.

15. **THIS COURT ORDERS** that the quorum required at the Meeting shall be one (1) Affected Creditor present at such Meeting in person or by Proxy. Any Affected Creditors or their proxies who establish a communications link to the Meeting electronically shall be deemed to be present at the Meeting.

16. **THIS COURT ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of attendance at, quorum at, and votes cast at the Meeting. A Person designated by the Monitor shall act as secretary at the Meeting.

17. **THIS COURT ORDERS** that if: (a) the requisite quorum is not present at the Meeting; or (b) the Meeting is postponed by a vote of the majority in value of Affected Creditors, then the meeting shall be adjourned by the Chair to such time as the Chair considers reasonable in the circumstances.

18. **THIS COURT ORDERS** that the Chair be and is hereby authorized to adjourn, postpone, or otherwise reschedule the Meeting on one or more occasions to such time(s) and date(s) as the Chair considers reasonable in the circumstances (without the need to first convene such Meeting for the purposes of any adjournment, postponement, or other rescheduling thereof). The Applicants, the Chair, and the Monitor shall not be required to deliver any notice of the adjournment of the Meeting, provided that the Monitor shall: (a) announce the adjournment of the Meeting; and (b) post notice of adjournment at the originally designated time on the website provided for the Meeting; (c) forthwith post notice of the adjournment on the Monitor's Website; and (d) forthwith provide notice of the adjournment to the Service List. Any Proxies validly delivered in connection with the Meeting shall be accepted as Proxies in respect of any adjourned Meeting.

19. **THIS COURT ORDERS** that the only Persons entitled to attend and speak at the Meeting are representatives of the Applicants and their legal counsel and advisors, the Monitor and its legal counsel and advisors, and all Affected Creditors, including the holders of Proxies, entitled to vote at the Meeting, and their respective legal counsel and advisors. Any other Person may be admitted to the Meeting on invitation from the Chair.

VOTING PROCEDURE AT THE MEETING

20. **THIS COURT ORDERS** that the Chair shall direct a vote on the Resolution to approve the Plan and any amendments or variations thereto made in accordance with the Plan and this Meeting Order.

21. **THIS COURT ORDERS** that any Proxy in respect of the Meeting (or any adjournment, postponement, or other rescheduling thereof) must be received by the Monitor by 11:00 am (eastern daylight time) on August 23, 2020, or 48 hours (excluding days that are not Business Days) prior to any adjourned, postponed, or rescheduled Meeting (the "**Proxy Deadline**").

22. **THIS COURT ORDERS** that, in the absence of instruction to vote for or against the Resolution in a duly signed and returned Proxy, the Proxy shall be deemed to include instructions to vote for the approval of the Resolution, provided that the Proxy holder does not otherwise exercise its right to vote at the Meeting.

23. **THIS COURT ORDERS** that each Affected Creditor will be entitled to one (1) vote, which vote shall have a value that is equal to the dollar value of such Affected Creditor's Proven Claim(s) in accordance with the Claims Procedure Order and paragraph 27. Unaffected Creditors and holders of Equity Claims shall not be entitled to vote at the Meeting.

24. **THIS COURT ORDERS** that an Affected Creditor's Claim shall not include fractional numbers and such Claims shall be rounded down to the nearest whole amount in Canadian Dollars.

25. **THIS COURT ORDERS** that an Affected Creditor may transfer or assign the whole of its Claim prior to the Meeting, provided that neither the Applicants nor the Monitor shall be obligated to provide notice to or otherwise deal with the transferee or assignee of such Claim as an Affected Creditor in respect thereof, including allowing such transferee or assignee of an Affected Claim to vote at the Meeting, unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged by the Monitor in writing no later than 5:00pm on the day that is seven (7) days prior to the Meeting. Thereafter, such transferee or assignee shall, for all purposes, constitute an Affected Creditor and shall be bound by any and all notices previously given to the transferor or assignor and steps taken in respect of such Claim. Such transferee or assignee shall not be entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee the Applicants.

26. **THIS COURT ORDERS** that an Affected Creditor may transfer or assign the whole of its Claim after the Meeting provided that the Applicants shall not be obligated to make any distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as an Affected Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged by the Monitor in writing no later than 5:00pm on the day that is seven (7) days prior to the Plan Implementation Date. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order, this Meeting Order, and the Plan, constitute an Affected Creditor, and shall be bound by any and all notices previously given to the transferor or assignor and steps taken in respect of such Claim.

DISPUTED CLAIMS

27. **THIS COURT ORDERS** that the dollar value of any Claim of an Affected Creditor which is validly disputed for voting purposes in accordance with the Claims Procedure Order and which remains subject to resolution or adjudication for voting purposes in accordance with the Claims Procedure as at the date of the Meeting (a "**Disputed Claim**") shall, for the purposes of voting at the Meeting, be the dollar value of such Disputed Claim as set out in such Affected Creditor's Proof of Claim or Notice of Revision or Disallowance (each as defined in the Claims Procedure Order), as applicable, delivered by the Monitor pursuant to the Claims Procedure Order prior to the Meeting, without prejudice to the determination of the dollar value of such Claim for distribution purposes in accordance with the Claims Procedure Order. For greater certainty, an Affected Creditor that receives a Notice of Revision or Disallowance pursuant to the Claims Procedure Order will not have validly disputed its Claim for voting purposes unless it contacts the Monitor in advance of any Meeting to advise that such Affected Creditor disputes the Notice of Revision or Disallowance.

28. **THIS COURT ORDERS** that the Monitor shall keep a separate record of votes cast by Affected Creditors holding Disputed Claims and shall report to the Court with respect thereto at the motion in respect of the Sanction Order (the "**Sanction Motion**").

APPROVAL OF THE PLAN

29. **THIS COURT ORDERS** that in order to be approved, the Plan must receive an affirmative vote by the Required Majority.

30. **THIS COURT ORDERS** that following the vote at the Meeting, the Monitor (or its designated representative) shall tally the votes and determine whether the Plan has been approved by the Required Majority.

31. **THIS COURT ORDERS** that the results of and all votes provided at the Meeting shall be binding on all Affected Creditors, whether or not any such Affected Creditor is present or voting at the Meeting.

SANCTION HEARING

32. **THIS COURT ORDERS** that the Monitor shall provide a report to the Court as soon as practicable after the Meeting (the "**Meeting Report**") with respect to:

(a) the results of the vote at the Meeting;

(b) whether the Required Majority has approved the Plan;

(c) the separated tabulation for Disputed Claims as contemplated by paragraph 29; and

(d) any other matters relating to the Sanction Motion which the Monitor considers relevant.

33. **THIS COURT ORDERS** that an electronic copy of the Meeting Report, the Plan, and a copy of the Applicants' motion record in support of the Sanction Motion, shall be posted on the Monitor's Website and served on the Service List prior to the Sanction Motion.

34. **THIS COURT ORDERS** that in the event that the Plan is approved by the Required Majority, the Applicants may bring the Sanction Motion before this Court on September 1, 2020, or such later date as shall be acceptable to the Applicants and the Monitor as set by this Court.

35. **THIS COURT ORDERS** that service of this Meeting Order by the Applicants to the parties on the Service List, the delivery of the Meeting Materials in accordance with paragraphs 8 and 10, the posting of the Meeting Materials on the Monitor's Website in accordance with paragraph 9, and the publication of the Notice of Meeting in accordance with paragraph 11 shall constitute good and sufficient service and notice of the Sanction Motion.

36. **THIS COURT ORDERS** that any Person intending to oppose the Sanction Motion shall: (i) file or have filed with the Court a Notice of Appearance and serve such Notice of Appearance on the Service List at least five (5) days before the date set for the Sanction Motion; and (ii) serve on the Service List a notice setting out the basis for such opposition and a copy of the materials to be used to oppose the Sanction Motion at least five (5) days prior to the date set for the Sanction Motion, or such shorter time as the Court may allow.

37. **THIS COURT ORDERS** that in the event that the Sanction Motion is adjourned, only those Persons appearing on the Service List as of the date of service shall be served with notice of the adjourned date.

38. **THIS COURT ORDERS** that, subject to any further Order of the Court, in the event of any conflict, inconsistency, ambiguity or difference between the terms and conditions of the Plan and this Meeting Order, the terms and conditions of the Plan shall govern and be paramount, and any such provision of this Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

GENERAL PROVISIONS

39. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the Initial Order, shall assist the Applicants in connection with the matters described herein, and are hereby authorized and directed to take such other actions and

fulfill such other roles as are contemplated by this Meeting Order. The Monitor shall work with the third-party service provider to facilitate the implementation of the Meeting to the extent necessary or desirable in the sole opinion of the Monitor.

40. **THIS COURT ORDERS** that the Applicants and the Monitor shall use reasonable discretion as to the adequacy of the compliance with respect to the manner in which any forms hereunder are completed and executed and the time in which they are submitted and may waive strict compliance with the requirements of this Meeting Order including with respect to the completion, execution, and time of delivery of the required forms.

41. **THIS COURT ORDERS** that: (a) in carrying out the terms of this Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order, any other Order of the Court, and as an officer of the Court, including the stay of proceedings in its favour; (b) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Order, save and except for any gross negligence or willful misconduct on its part; (c) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; and (d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records, or information.

42. **THIS COURT ORDERS** that the Monitor may, if necessary, apply to this Court for advice and directions regarding its obligations under this Meeting Order.

43. **THIS COURT ORDERS** that any notice or other communication to be given under this Meeting Order by any Person to the Monitor or the Applicants shall be in writing in substantially the form, if any, provided for in this Meeting Order and will be sufficiently provided only if provided by ordinary mail, registered mail courier, personal delivery or e-mail addressed to:

The Applicants' Counsel:		Thornton Grout Finnigan LLP 100 Wellington Street West Suite 3200 Toronto, Ontario Canada M5K 1K7
	Attention	Rebecca Kennedy and Adam Driedger e-mail: rkennedy@tgf.ca; adriedger@tgf.ca
The Monitor:		Ernst & Young Inc. 100 Adelaide Street West Toronto, Ontario, Canada M5H 0B3
	Attention:	Alex Morrison and Karen Fung e-mail: alex.f.morrison@ca.ey.com; karen.l.fung@ca.ey.com
The Monitor's Counsel:		McCarthy Tétrault LLP 66 Wellington Street West Suite 5300 Toronto, Ontario Canada M5K 1E6
	Attention:	James Gage and Trevor Courtis e-mail: jgage@mccarthy.ca; tcourtis@mccarthy.ca

44. **THIS COURT ORDERS** that any such notice or other communication shall be deemed to have been received: (a) if sent by ordinary mail, on the third Business Day after mailing in Ontario, the fifth Business Day after mailing within the rest of Canada, and the tenth Business Day after mailing internationally; (b) if sent by courier or by personal delivery, on the next Business Day following dispatch; and (c) if delivered by e-mail by 5:00pm on a Business Day, on that Business Day, and if delivery by after 5:00pm or other than on a Business Day, on the next Business Day.

45. **THIS COURT ORDERS** that, in the event that the day on which any notice of communication required to be delivered pursuant to this Meeting Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

46. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Meeting Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, or e-mail in accordance with this Order.

47. **THIS COURT ORDERS** that all references to time in this Meeting Order shall mean prevailing local time in Toronto, Ontario, and any references to an event occurring on a Business Day shall mean prior to 5:00pm on the Business Day unless otherwise indicated.

48. **THIS COURT ORDERS** that references to the singular shall include the plural, references to the plural shall include the singular, and to any gender shall include the other gender.

49. **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.

50. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing when the Court returns to regular operations.

51. **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.

52. **THIS COURT ORDERS** that 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.

____

Schedule "A"
Notice of Meeting

NOTICE OF THE MEETING 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.
(hereinafter referred to as the "Applicants")

NOTICE IS HEREBY GIVEN that the Plan of Compromise and Arrangement of the Applicants dated July 29, 2020 (as may be amended from time to time, the "**Plan**") was filed pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on August 4, 2020. The Plan contemplates the reorganization of the Applicants and the compromise of the rights and claims of certain creditors of the Applicants. A copy of the Plan is enclosed.

NOTICE IS ALSO HEREBY GIVEN that the Applicants may vary, amend, modify or supplement the Plan (the "**Plan Modification**") with the consent of the Monitor:

(i) at any time prior to the Meeting (as defined hereafter), provided that the Applicants file the Plan Modification with the Court, arrange to have the Plan Modification posted on the Monitor's website, and serve the Plan Modification on the parties listed on the service list to these CCAA proceedings and any other party requesting a copy of such amendments. Eligible Voting Creditors (as defined hereafter) present at the Meeting will also be advised of any such amendments made to the Plan;

(ii) at any time during the Meeting, provided that the Applicants give notice to all Eligible Voting Creditors present at the Meeting prior to the vote being taken, file the Plan Modification with the Court as soon as practically possible following the Meeting and arrange to have the Plan Modification promptly posted on the Monitor's website; or

(iii) at any time after the Meeting with consent of the Monitor and without further order of the Court or notice to any creditor, provided that the Applicants, the Monitor, acting reasonably and in good faith, determine the variation, amendment, modification or supplement in the amended Plan to be of a technical or administrative nature that would not materially prejudice the interests of any of the Affected Creditors under the Plan and necessary in order to give effect to the substance of the Plan or the Sanction Order (as defined hereafter).

NOTICE IS ALSO HEREBY GIVEN that the order of the Court dated August 4, 2020 (the "**Meeting Order**") established the procedures for the Applicants to call, hold and conduct a meeting (the "**Meeting**") to consider and pass resolution, if thought advisable, approving the Plan and to transact such other business as may be properly brought before the Meeting. For the purpose of voting on and receiving distributions pursuant to the Plan, the Plan places all Creditors with Affected Claims of all Applicants, into one class.

NOTICE IS ALSO HEREBY GIVEN that the Meeting will be held at the following date, times and location:

Date: August 25, 2020

Time: 11:00 a.m. (Eastern Time)

Location: Video Conference

Only those Affected Creditors (as defined the Plan) with Proven Claims or Disputed Claims (each such creditor, an "**Eligible Voting Creditor**") will be eligible to attend the Meeting and vote on the resolution to approve the Plan. The votes of creditors holding Disputed Claims will be separately tabulated, and Disputed Claims will be resolved in accordance with the Claims Procedure Order, the Meeting Order and the Plan prior to any distribution on account of such Disputed Claims. Unaffected Creditors (as defined under the Plan) will not be entitled to attend and vote at the Meeting.

Any Eligible Voting Creditor who is unable to attend the Meeting may vote by proxy. Further, any Eligible Voting Creditor who is not individual may only attend and vote at the Meeting if a proxyholder has been appointed to act on its behalf at such Meeting.

Proxies, once duly completed, dated and signed, must be received by the Monitor by e-mail mail (preferred), delivery, courier, or facsimile at the address of the Monitor set out on the Proxy by no later than 11:00 a.m. (Eastern Time) on August 23, 2020 in order to be acted upon at the Meeting or 48 hours (excluding days that are not Business Days) prior to any adjourned, postponed, or rescheduled Meeting. After the commencement of a Meeting, no Proxies can be accepted by the Monitor.

If you wish to attend the video conference, you will be required to pre-register. If you are submitting a Proxy, the representative indicated on the proxy will be invited to the video conference. Otherwise, if you are an individual who wishes to attend the Meeting, complete and submit a Pre-Registration Form to the Monitor no later than 11:00 am August 23, 2020. Once a Pre-Registration Form is received, the Monitor will send you an invitation to the video conference for the Meeting.

NOTICE IS ALSO HEREBY GIVEN that in accordance with the provisions of the CCAA, the Monitor has filed a report (the "**Eighth Report**") in respect of the Plan and the affairs of the Applicants with the Court on July ▶, 2020. A copy of the Eighth Report is posted on the Monitor's website (www.ey.com/ca/agmedica).

NOTICE IS ALSO HEREBY GIVEN that if the Plan is approved at the Meeting by the Eligible Voting Creditors and all other necessary conditions are met, the Applicants intend to make a motion before the Court on September 1, 2020 seeking an order sanctioning the Plan pursuant to the CCAA (the "**Sanction Order**"). Any person wishing to oppose the motion for the Sanction Order must serve a copy of the materials to be used to oppose the motion and setting out the basis for such opposition upon the lawyers for both the Applicants and the Monitor as well as those parties listed on the Service List posted on the Monitor's website (www.ey.com/ca/agmedica). Such materials must be served by no later than 5:00 p.m. (Eastern time) on August 27, 2020.

NOTICE IS ALSO HEREBY GIVEN that in order for the Plan to become effective:

(i) the Plan must be approved at the Meeting by the affirmative vote of a majority in number, representing not less than two-thirds in value of the voting claims, of Eligible Voting Creditors in person or by proxy;

(ii) the Plan must be sanctioned by the Court; and

(iii) the conditions to the implementation and effectiveness of the Plan as set out in the Plan must be satisfied or waived.

Capitalized terms used and not otherwise defined in this Notice are as defined in the Meeting Order.

Additional copies of the Meeting Materials may be obtained from the Monitor’s website (www.ey.com/ca/agmedica) or by contacting the Monitor by telephone at (866) 220-2247/416-941-1872 or by email at Agmedica.monitor@ca.ey.com.

Schedule "B"
Form of Proxy

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

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.

PROXY FOR CREDITOR NAME: **REFERENCE #:**

Before completing this Proxy, please read carefully the accompanying instructions for the proper completion and return of the form.

In addition, the proxyholder will be the individual receiving the invitation to Meeting held via video conference using the credential provided in this form.

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicants dated July 29, 2020 (as may be amended from time to time, the "Plan") filed pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on August 4, 2020.

In accordance with the Plan, Proxies may only be filed by Affected Creditors having a Proven Claim or Disputed Claim ("**Eligible Voting Creditors**")

1. PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE RECEIVED BY THE MONITOR BY E-MAIL (PREFERRED), MAIL, DELIVERY, COURIER, OR FACSIMILE AT THE ADDRESS SET OUT BELOW BY NO LATER THAN 11:00 A.M. (EASTERN TIME) ON AUGUST 23, 2020 IN ORDER TO BE ACTED UPON AT THE APPLICABLE CREDITORS' MEETING OR 48 HOURS (EXCLUDING DAYS THAT ARE NOT BUSINESS DAYS) IMMEDIATELY PRECEDING ANY ADJOURNMENT, POSTPONEMENT OR RESCHEDULING OF THE MEETING IF ANY PERSON ON THE ELIGIBLE VOTING CREDITOR'S BEHALF IS TO ATTEND SUCH MEETING AND VOTE ON THE RESOLUTION TO APPROVE THE PLAN OR IF THE ELIGIBLE VOTING CREDITOR WISHES TO APPOINT AN REPRESNTATIVE OF THE MONITOR TO ACT AS THE ELIGIBLE VOTING CREDITOR'S NOMINEE.

AFTER THE COMMENCEMENT OF A CREDITORS' MEETING, NO PROXIES CAN BE ACCEPTED BY THE MONITOR.

THE UNDERSIGNED ELIGIBLE VOTING CREDITOR hereby revokes all Proxies previously given and nominates, constitutes, and appoints:

____
Print Name of Proxyholder

or, instead of the foregoing, Mr. Alex Morrison of Ernst & Young Inc., in its capacity as Monitor or such other officer of Ernst & Young Inc. as he, in his sole discretion, may designate, to attend on behalf of and act for the Eligible Voting Creditor at the Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of the Meeting, and to vote the amount of the Eligible Voting Creditor's claim(s) for voting purposes as determined by and accepted for voting purposes in accordance with the Meeting Order and as set out in the Plan as follows:

A. (mark one only):

☐ Vote **FOR** approval of the Plan; or

☐ Vote **AGAINST** approval of the Plan.

If an box is not marked as a vote for or against approval of the Plan, this Proxy shall be voted <u>for</u> approval of the Plan.

- and -

B. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Eligible Voting Creditor with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Meeting or any adjournment, postponement or other rescheduling of the Meeting.

Dated this _______ day of ___________________, 2020.

____________________________________	____________________________________
Print Name of Eligible Voting Creditor	Title of the authorized signing officer of the corporation, partnership or trust, if applicable
____________________________________	____________________________________
Signature of Eligible Voting Creditor or, if the Eligible Voting Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust	Telephone number(s) of Eligible Voting Creditor or authorized signing officer

____
E-mail address of Eligible Voting Creditor

____
Print Name of Witness, if Eligible Voting Creditor is an individual

____
Signature of Witness

1. This Proxy should be read in conjunction with the Plan of Compromise and Arrangement of the Applicants dated July 29, 2020 (as may be amended from time to time, the "**Plan**") filed pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on August 4, 2020 and the Meeting Order.

2. Each Eligible Voting Creditor has the right to appoint a person (who need not be an Creditor) to attend, act and vote for and on behalf of the Eligible Voting Creditor and such right may be exercised by inserting the name of the person to be appointed in the space provided on the Proxy.

3. If no name has been inserted in the space provided, the Eligible Voting Creditor will be deemed to have appointed Mr. Alex Morrison of Ernst & Young Inc., in its capacity as Monitor or such other representative of Ernst & Young Inc. as he, in his sole discretion, may designate to attend on behalf of and act for the Eligible Voting Creditor at the Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of the Meeting.

4. An Eligible Voting Creditor who has given a Proxy may revoke it unless such Eligible Voting Creditor has agreed otherwise (as to any matter on which a vote has not already been cast pursuant to its authority) by delivering written notice (email accepted) to the Monitor.

5. If this Proxy is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Monitor.

6. A valid Proxy from the same Eligible Voting Creditor bearing or deemed to bear a later date shall revoke this Proxy. If more than one valid Proxy from the same Eligible Voting Creditor and bearing or deemed to bear the same date are received with conflicting instructions, such Proxies will be treated as disputed Proxies and shall not be counted.

7. This Proxy confers discretionary authority in respect of amendments, variations or supplements to the Plan or other matters that may properly come before the Meeting or any adjournment, postponement or other rescheduling of the Meeting.

8. The Person named in the Proxy shall vote the Proven Claim or Disputed Claim, as applicable, of the Eligible Voting Creditor in accordance with the direction of the Eligible Voting Creditor appointing them on any ballot that may be called for at the applicable Creditors' Meeting. **IF A ELIGIBLE VOTING CREDITOR FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE PLAN, THIS PROXY WILL BE VOTED <u>FOR</u> APPROVAL OF THE PLAN, INCLUDING ANY AMENDMENTS, VARIATIONS OR SUPPLEMENTS THERETO.**

9. This Proxy must be signed by the Eligible Voting Creditor or by a person duly authorized (by power of attorney) to sign on the Eligible Voting Creditor's behalf or, if the Eligible Voting Creditor is a corporation, partnership or trust, by a duly authorized officer or attorney of the corporation, partnership or trust. If you are voting on behalf of a corporation, partnership or trust, you may be required to provide documentation evidencing your power and authority to sign this Proxy.

10. **PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE RECEIVED BY THE MONITOR BY E-MAIL (PREFERRED), MAIL, DELIVERY, COURIER, OR FACSIMILE AT THE ADDRESS SET OUT BELOW BY NO LATER THAN 11:00 A.M. (EASTERN TIME) ON AUGUST 23, 2020 IN ORDER TO BE ACTED UPON AT THE APPLICABLE CREDITORS' MEETING OR 48 HOURS (EXCLUDING DAYS THAT ARE NOT BUSINESS DAYS) IMMEDIATELY PRECEDING ANY ADJOURNMENT, POSTPONEMENT OR RESCHEDULING OF THE MEETING IF ANY PERSON ON THE ELIGIBLE VOTING CREDITOR'S BEHALF IS TO ATTEND SUCH MEETING AND VOTE ON THE RESOLUTION TO APPROVE THE PLAN OR IF THE ELIGIBLE VOTING CREDITOR WISHES TO APPOINT AN REPRESNTATIVE OF THE MONITOR TO ACT AS THE ELIGIBLE VOTING CREDITOR'S NOMINEE.**

By email: Agmedica.monitor@ca.ey.com

By mail or courier: Ernst & Young Inc.
Monitor of AgMedica *et al*
100 Adelaide Street West
Toronto, Ontario, Canada
M5H 0B3

By facsimile: (416) 943-3300

AFTER THE COMMENCEMENT OF A CREDITORS' MEETING, NO PROXIES CAN BE ACCEPTED BY THE MONITOR.

11. The Applicants and the Monitor are authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed and may waive strict compliance with the requirements in connection with the deadlines imposed by the Meeting Order.

Schedule "C"
Form of Resolution

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.
(the "Applicants")
PLAN OF COMPROMISE AND ARRANGEMENT UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

PLAN RESOLUTION

BE IT RESOLVED THAT:

1. The Plan of Compromise and Arrangement Dated July 29, 2020 filed by the Applicants under the Companies Creditors Arrangement Act, as may be amended, varied, restated or supplemented (the "Plan"), presented to the Meeting be and is hereby authorized and approved;

2. Notwithstanding that this resolution has been passed and the Plan approved by the single Class of the Creditors with Affected Claims, or the Plan has been approved by the CCAA Court, the directors of AgMedica Bioscience Inc. be and they are hereby authorized and empowered to amend or not proceed with its resolution in accordance with the Plan and

3. Any other director or officer of AgMedica Bioscience Inc. be, and he or she is hereby authorized, empowered and instructed, acting for, and in the name of and on behalf of the Applicants, to execute, or cause to be executed under the seal of the respective Applicants or otherwise, and to deliver or cause to be delivered for, on behalf of and in the name of the Applicant, all such documents, agreements and instruments and to do or cause to be done all such other acts and things as such director or officer of an Applicant or Partnership determines to be necessary or desirable in order to carry out the Plan, such determination to be conclusively evidenced by the execution and delivery by such directors and officers of such documents, agreements or instruments or the doing of any such act or thing.

Schedule "D"
Form of Election Notice

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

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.

ELECTION NOTICE FOR [CREDITOR] – REFERENCE [#]

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicants dated July 29, 2020 (as may be amended from time to time, the "**Plan**") filed pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA") with the Ontario Superior Court of Justice (the "Court") on August 4, 2020.

This Election Notice, once duly completed, dated and signed, must be received by the Monitor by e-mail (preferred), mail, delivery, courier, or facsimile at the address set out below by no later than 11:00 a.m. (Eastern Time) on August 23, 2020, in order to be accepted. Otherwise, you will be deemed to have elected Class B Preferred Share Conversion Option. In addition, if a portion of your Claim is an Unresolved Claim, this election will only be accepted for the portion of your claim that is a Proven Claim.

I hereby elect the following option for my distribution (choose only one):

☐ the Convenience Amount of $1,000;

☐ the Class B Preferred Share Conversion Option; or

☐ the Common Share Conversion Option.

THE UNDERSIGNED ELIGIBLE VOTING CREDITOR hereby revokes any previously given election.

Dated this _______ day of ___________________, 2020.

______________________________ Print Name of Affected Creditor	______________________________ Title of the authorized signing officer of the corporation, partnership or trust, if applicable
______________________________ Signature of Affected Creditor or, if the Affected Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust	______________________________ Telephone number(s) of Affected Creditor or authorized signing officer
______________________________	______________________________

E-mail address of Affected Creditor

Name and Signature of Witness, if Affected Creditor is an individual

Please return this completed for to the Monitor at:

By email (preferred):	Agmedica.monitor@ca.ey.com
By mail or courier:	Ernst & Young Inc. Monitor of AgMedica *et al* 100 Adelaide Street West Toronto, Ontario, Canada M5H 0B3
By facsimile:	(416) 943-3300

IF THIS ELECTION FORM IS NOT RECEIVED BEFORE 11:00 A.M (EASTERN TIME) ON AUGUST 23, 2020 YOU WILL BE DEEMED TO HAVE ELECTED THE CLASS B PREFERRED CONVERSION OPTION.

Schedule "E"
Form of Newspaper Notice

NOTICE OF THE CREDITORS' MEETING 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.
(hereinafter referred to as the "Applicants")

This notice is being published pursuant to the order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated August 4, 2020 (the "**Meeting Order**") which established the procedures for the Applicants to call, hold and conduct a meeting of their Affected Creditors (as defined under the Plan) (the "**Creditors' Meeting**") to consider and pass resolution, if thought advisable, approving the Plan of Compromise and Arrangement of the Applicants dated July 29, 2020 (as may be amended from time to time, the "**Plan**") and to transact such other business as may be properly brought before the Creditors' Meeting. The Creditors' Meeting will be held at the following date, times and location:

Date: August 25, 2020

Time: 11:00 a.m. (Eastern Time)

Location: Video Conference

ONLY THOSE CREDITORS WHO HAVE SUBMITTED A PROOF OF CLAIM IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCEDURE ORDER DATED FEBRUARY 4, 2020 AND WITH PROVEN CLAIMS OR DISPUTED CLAIMS THAT ARE AFFECTED CLAIMS SHALL BE ENTITLED TO ATTEND AND VOTE ON THE RESOLUTION TO APPROVE THE PLAN AT THE CREDITORS' MEETING.

Creditors who are eligible to attend and wish to attend must pre-register in order to be provided access to the Creditors' Meeting. Creditors who have not received copies of the Meeting Materials, including the Plan and Pre-Registration Form, may obtain copies from the Monitor's website (www.ey.com/ca/agmedica) or by contacting the Monitor by telephone at (866) 220-2247/416-941-1872 or by email at Agmedica.monitor@ca.ey.com.

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

MEETING ORDER

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

Rebecca L. Kennedy (LSO# 61146S)
Email: rkennedy@tgf.ca

Adam Driedger (LSO# 77296F)
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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	)	TUESDAY, THE 4th
	)	
JUSTICE KOEHNEN	)	DAY OF AUGUST, 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**")

ORDER
(Re: Late Claims & Sealing 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**") for an order, among other things: (i) authorizing the Applicants and the Monitor to accept the late filing of ten (10) Pre-Filing Claims (the "**Late Claims**") in the aggregate amount of $349,781.88 that were submitted to the Monitor by ten (10) Claimants (the "**Late Claimants**") after the Pre-Filing Claims Bar date; and (ii) sealing Confidential Exhibit "B" to the Affidavit of Trevor Henry sworn July 29, 2020 (the "**Henry Affidavit**"), was heard this day by Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Henry Affidavit and the Eighth Report of the Monitor dated July ▶, 2020 and appendices thereto (the "**Eighth Report**"), and on hearing the submissions of counsel for the Applicants, counsel to the Monitor, 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 Adam Driedger sworn July 29, 2020, filed,

SERVICE

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

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that all capitalized terms used in this Late Claims Order and not expressly defined herein shall have the meanings ascribed to them in the Claims Procedure Order.

ACCEPTANCE OF LATE CLAIMS

3. **THIS COURT ORDERS** that the Applicants and the Monitor be and are hereby authorized to accept the late filing of the following Late Claims submitted by the Late Claimants, which Late Claims shall be reviewed by the Monitor in accordance with the Claims Procedure Order for the purposes of determining whether such Late Claims are Proven Claims:

Late Claimant	Late Claim Amount
Bollore Logistics	$201,679.32
Courtland Landscapes & Grounds	$2,542.41

Gillett Roofing Inc.	$9,551.78
Greenline Groundskeeping	$734.50
Orbis Canada Limited	$4,727.92
Studio Association Cavallotti-Posadinu	$10,936.78
Danny Talya	$520.00
Wilhelmina Maria Teetzel	$ 5,451.92
Jonathan Silver & Jonathan Silver Family Trust	$97,013.00
Retro Suites Hotel	$16,624.25

SEALING

4. **THIS COURT ORDERS** that Confidential Exhibit “B” to the Henry Affidavit is hereby sealed, confidential and shall not form part of the public record, and that Confidential Exhibit “B” shall be placed into a separate confidential exhibit book that is kept separate and apart from all other contents in the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court.

GENERAL PROVISIONS

5. **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.

6. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this Order is effective from the date that it is made, and is enforceable without any need for entry and filing. In accordance

with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing when the Court returns to regular operations.

7. **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.

8. **THIS COURT ORDERS** that 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

ORDER
(Re: Late Claims & Sealing Order)

Thornton Grout Finnigan LLP
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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.**

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

MOTION RECORD
Returnable August 4 2020

Thornton Grout Finnigan LLP
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Suite 3200
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Toronto, ON M5K 1K7

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