

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		01	001		20230707 1450 1590 1132				
21	RECORD REFERENCED	FILE NUMBER	774910845					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	2			
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER	MOTOR VEHICLE				DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	SISKINDS LLP							
17	SECURED PARTY/	ADDRESS	275 DUNDAS STREET, UNIT 1	LONDON	ON	N6B 3L1			
	LIEN CLAIMANT								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 766597131

CAUTION FILING PAGE NO. OF TOTAL PAGES

01 001 6

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01 20201008 1259 1590 3390 P PPSA 2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2472602 ONTARIO INC.

04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ONTARIO CORPORATION NO. ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME AGMEDICA BIOSCIENCE INC.

07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ONTARIO CORPORATION NO. ON N7W 5W7

08 SECURED PARTY / HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

LIEN CLAIMANT

09 ADDRESS 89 TYCOS DRIVE, SUITE 208 TORONTO ON M6B 1W3

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL

14 COLLATERAL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED

15 DESCRIPTION AT, ON, USED IN CONNECTION WITH, RELATING TO OR DERIVED FROM THE

16 REGISTERING FOGLER, RUBINOFF LLP (205059 JF/LR 566 RIVERVIEW)

AGENT

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
	FILE NUMBER										
00	766597131										
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD		
01		002	6			20201008 1259 1590 3390					
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR										
03	NAME		BUSINESS NAME		2642466 ONTARIO INC.						
								ONTARIO CORPORATION NO.			
04	ADDRESS			111 HERITAGE ROAD, SUITE 200				CHATHAM	ON N7W 5W7		
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR										
06	NAME		BUSINESS NAME		8895309 CANADA INC.						
								ONTARIO CORPORATION NO.			
07	ADDRESS			111 HERITAGE ROAD, SUITE 200				CHATHAM	ON N7W 5W7		
08	SECURED PARTY / LIEN CLAIMANT										
09	ADDRESS										
	COLLATERAL CLASSIFICATION										
	CONSUMER GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE	
10											
	YEAR MAKE			MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL		PROPERTY MUNICIPALLY KNOWN AS PROPERTY MUNICIPALLY KNOWN AS 566								
14	COLLATERAL		RIVERVIEW DRIVE, CHATHAM, ONTARIO.								
15	DESCRIPTION										
16	REGISTERING										
	AGENT										
17	ADDRESS										

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	766597131									
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD			
01		003	6		20201008 1259 1590 3390					
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME		WELLWORTH HEALTH CORP			ONTARIO CORPORATION NO.			
04		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM	ON	N7W 5W7	
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME		8050678 CANADA INC.			ONTARIO CORPORATION NO.			
07		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM	ON	N7W 5W7	
08	SECURED PARTY / LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE	
10										
	YEAR MAKE		MODEL		V.I.N.					
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT									
17	ADDRESS									

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
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	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD			
01		004	6		20201008 1259 1590 3390					
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME		8326851 CANADA INC.						
										ONTARIO CORPORATION NO.
04		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM	ON	N7W 5W7	
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME		TAVIVAT NATURALS INC.						
										ONTARIO CORPORATION NO.
07		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM	ON	N7W 5W7	
08	SECURED PARTY / LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
10										
	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAVIVAT NATURALS INC.
FILE CURRENCY : 20JUN 2024

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN											
	FILE NUMBER											
00	766597131											
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD			
01		005	6			20201008 1259 1590 3390						
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR											
03	NAME		BUSINESS NAME		WORLD WIDE BEVERAGE INNOVATIONS INC.							
											ONTARIO CORPORATION NO.	
04				ADDRESS		111 HERITAGE ROAD, SUITE 200		CHATHAM		ON N7W 5W7		
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR											
06	NAME		BUSINESS NAME		UNIQUE BEVERAGES (USA) INC.							
											ONTARIO CORPORATION NO.	
07				ADDRESS		111 HERITAGE ROAD, SUITE 200		CHATHAM		ON N7W 5W7		
08	SECURED PARTY / LIEN CLAIMANT											
09	ADDRESS											
	COLLATERAL CLASSIFICATION											
	CONSUMER GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
10												
	YEAR MAKE			MODEL		V.I.N.						
11	MOTOR											
12	VEHICLE											
13	GENERAL											
14	COLLATERAL											
15	DESCRIPTION											
16	REGISTERING AGENT											
17	ADDRESS											

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : TAVIVAT NATURALS INC.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
766597131

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

6

MOTOR VEHICLE SCHEDULE

20201008 1259 1590 3390

REGISTRATION NUMBER

20201008 1259 1590 3390

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

ESEELA INC.

04

DATE OF BIRTH

111 HERITAGE ROAD, SUITE 200

CHATHAM

ONTARIO CORPORATION NO.

ON

N7W 5W7

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER					
01		01	001		20220928 1452 1590 2046						
21	RECORD REFERENCED	FILE NUMBER	766597131							RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	2					
22			FIRST GIVEN NAME	INITIAL	SURNAME						
23	REFERENCE										
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	247602 ONTARIO INC.								
25	OTHER CHANGE										
26	REASON/										
27	DESCRIPTION										
28											
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR/										
03/	TRANSFeree	BUSINESS NAME									
06		ONTARIO CORPORATION NO.									
04/07		ADDRESS									
29	ASSIGNOR										
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08											
09		ADDRESS									
	COLLATERAL CLASSIFICATION										
	CONSUMER					MOTOR VEHICLE	DATE OF		NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY	DATE
10		YEAR	MAKE	MODEL		V.I.N.					
11	MOTOR										
12	VEHICLE										
13	GENERAL										
14	COLLATERAL										
15	DESCRIPTION										
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR 193602 HILLM GEN - PPSA RENEWAL 566 RIVER									
17	SECURED PARTY/	ADDRESS	77 KING STREET WEST,	SUITE 3000	PO BOX 9	TORONTO	ON	M5K 1G8			
	LIEN CLAIMANT										

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1918 1902 1309				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED					
22					A AMENDMENT				
		FIRST GIVEN NAME			INITIAL	SURNAME			
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WORLD WIDE BEVERAGE INNOVATIONS INC.						
25	OTHER CHANGE								
26	REASON/	AMEND DEBTOR FROM WORLD WIDE BEVERAGE INNOVATIONS INC. (111							
27	DESCRIPTION	HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T							
28		NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME	TAVIVA T NATURALS INC.						
06							ONTARIO CORPORATION NO.		
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104			CHATHAM	ON	N7M 0N2	
29	ASSIGNOR								
		SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08									
09		ADDRESS							
		COLLATERAL CLASSIFICATION							
		CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED	
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
10	YEAR		MAKE	MODEL		V.I.N.			
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95			TORONTO	ON	M5K 1G8	
		LIEN CLAIMANT							

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1922 1901 6097				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	8326851 CANADA INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 8326851 CANADA INC. (111 HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME	TAVIVA T NATURALS INC.						
06						ONTARIO CORPORATION NO.			
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2			
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT																	
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER											
01		001	1		20240617 1927 1901 6098												
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD								
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT												
22			FIRST GIVEN NAME	INITIAL	SURNAME												
23	REFERENCE																
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	8895309 CANADA INC.														
25	OTHER CHANGE																
26	REASON/	AMEND DEBTOR FROM 8895309 CANADA INC. (111 HERITAGE ROAD, SUITE															
27	DESCRIPTION	200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW															
28		DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)															
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME												
05	DEBTOR/																
03/	TRANSFeree	BUSINESS NAME	TAVIVA T NATURALS INC.														
06																	
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2	ONTARIO CORPORATION NO.										
29	ASSIGNOR																
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE																	
08																	
09		ADDRESS															
COLLATERAL CLASSIFICATION																	
		CONSUMER			MOTOR VEHICLE	DATE OF	NO FIXED										
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE								
10		YEAR	MAKE	MODEL	V.I.N.												
11	MOTOR																
12	VEHICLE																
13	GENERAL																
14	COLLATERAL																
15	DESCRIPTION																
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)															
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8											
LIEN CLAIMANT																	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		001	1		20240617 1930 1902 1311					
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD	
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED						
22					A AMENDMENT					
		FIRST GIVEN NAME			INITIAL	SURNAME				
23	REFERENCE									
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ESEELA INC.							
25	OTHER CHANGE									
26	REASON/	AMEND DEBTOR FROM ESEELA INC. (111 HERITAGE ROAD, SUITE 200,								
27	DESCRIPTION	CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE,								
28		UNUT 104, CHATHAM, ON, N7M0N2)								
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/									
03/	TRANSFeree	BUSINESS NAME	5047346 ONTARIO INC.							
06									ONTARIO CORPORATION NO.	
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNUT 104				CHATHAM	ON	N7M 0N2	
29	ASSIGNOR									
		SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08										
09		ADDRESS								
		COLLATERAL CLASSIFICATION								
		CONSUMER	MOTOR VEHICLE			DATE OF	NO FIXED			
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE			
10	YEAR MAKE		MODEL		V.I.N.					
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)								
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95				TORONTO	ON	M5K 1G8	
		LIEN CLAIMANT								

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1933 1902 1312				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT					
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2642466 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 2642466 ONTARIO INC. (111 HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
28		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02/									
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	5047346 ONTARIO INC.						
03/				ONTARIO CORPORATION NO.					
06		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2			
04/07	ASSIGNOR								
29	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08		ADDRESS							
09	COLLATERAL CLASSIFICATION								
		CONSUMER GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION								
12	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
13	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8			

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1944 1902 1313				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2472602 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 2472602 ONTARIO INC. (111 HERITAGE ROAD, SUIITE 200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME	5047346 ONTARIO INC.						
06						ONTARIO CORPORATION NO.			
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM		ON	N7M 0N2		
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER	MOTOR VEHICLE			DATE OF	NO FIXED			
	GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE	
10		YEAR MAKE	MODEL	V.I.N.					
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO		ON	M5K 1G8		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240619 0858 1901 6815				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	02			
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06			ONTARIO CORPORATION NO.						
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - POS 566 RIVERVIEW)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000,	PO. BOX 95	TORONTO	ON	M5K 1G8		
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	4		20240620 1409 1902 2711				
21	RECORD FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD	
	REFERENCED								
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT						
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ BUSINESS NAME	5047346 ONTARIO INC.							
	TRANSFEROR								
25	OTHER CHANGE								
26	REASON/	AMEND GENERAL COLLATERAL FROM? GENERAL SECURITY AGREEMENT CREATING A							
27	DESCRIPTION	SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL							
28		PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,							
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06			ONTARIO CORPORATION NO.						
04/07	ADDRESS								
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08		TAVITA T NATURALS INC.							
09	ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM				ON	N7M 0N2	
	COLLATERAL CLASSIFICATION								
	CONSUMER	MOTOR VEHICLE				DATE OF	NO FIXED		
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE		
10	YEAR	MAKE	MODEL	V.I.N.					
11	MOTOR								
12	VEHICLE								
13	GENERAL	DELETE THE FOLLOWING? GENERAL SECURITY AGREEMENT CREATING A							
14	COLLATERAL	SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL							
15	DESCRIPTION	PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,							
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO				ON	M5K 1G8
	LIEN CLAIMANT								

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	002	4		20240620 1409 1902 2711	
21	RECORD FILE NUMBER	766597131			
	REFERENCED			RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED		
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME			
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS			
27		PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,			
28		ONTARIO. TO? DELETE THE FOLLOWING? GENERAL SECURITY AGREEMENT			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY	OR MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL	RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS			
14	COLLATERAL	PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,			
15	DESCRIPTION	ONTARIO.			
16	REGISTERING AGENT OR				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS			

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	4		20240620 1409 1902 2711	
21	RECORD FILE NUMBER	766597131			
	REFERENCED			RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED		

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ BUSINESS NAME		
	TRANSFEROR		
25	OTHER CHANGE		
26	REASON/ CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED		
27	DESCRIPTION PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION		
28	WITH, RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME

05	DEBTOR/	
03/	TRANSFeree	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	

08		
09	ADDRESS	
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10	YEAR MAKE	MODEL	V.I.N.
11	MOTOR		
12	VEHICLE		
13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT OR		
17	SECURED PARTY/ ADDRESS		
	LIEN CLAIMANT		

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	004	4		20240620 1409 1902 2711	
21 RECORD REFERENCED	FILE NUMBER	766597131			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			
24 DEBTOR/ TRANSFEROR	BUSINESS NAME		
25 OTHER CHANGE			
26 REASON/ DESCRIPTION	PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM, ONTARIO. ADD SECURED PARTY TAVITA T NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M 0N2)		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME

05 DEBTOR/			
03/ TRANSFEREE	BUSINESS NAME		
06			ONTARIO CORPORATION NO.
04/07	ADDRESS		
29 ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		

08			
09	ADDRESS		
	COLLATERAL CLASSIFICATION		
	CONSUMER	MOTOR VEHICLE	DATE OF
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR NO FIXED MATURITY DATE

10			
	YEAR MAKE	MODEL	V.I.N.
11	MOTOR		
12	VEHICLE		
13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT OR		
17	SECURED PARTY/ ADDRESS		
	LIEN CLAIMANT		

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER				REGISTRATION NUMBER				REGISTRATION NUMBER				REGISTRATION NUMBER			
774910845	20210729	1249	1590	8796	20230707	1450	1590	1132								
766597131	20201008	1259	1590	3390	20220928	1452	1590	2046	20240617	1918	1902	1309	20240617	1922	1901	6097
	20240617	1927	1901	6098	20240617	1930	1902	1311	20240617	1933	1902	1312	20240617	1944	1902	1313
	20240619	0858	1901	6815	20240620	1409	1902	2711								

12 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

**PERSONAL PROPERTY
SECURITY REGISTRATION
SYSTEM (ONTARIO)
ENQUIRY RESULTS**



*A Service Provider under Contract
with the Ministry of Government
Services*

Prepared for :	Thornton Grout Finnigan LLP
Reference :	Hillmount re Atlas Global
Docket :	1819-004
Search ID :	978848
Date Processed :	21 Jun 2024
Report Type :	PPSA Electronic Response
Search Conducted on :	WELLWORTH HEALTH CORP.
Search Type :	Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration System, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

RUN NUMBER : 173
RUN DATE : 2024/06/21
ID : 20240621114051.89

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : F
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WELLWORTH HEALTH CORP.
FILE CURRENCY : 20JUN 2024

ENQUIRY NUMBER 20240621114051.89 CONTAINS 24 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP
SUITE NO: 3200 100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WELLWORTH HEALTH CORP.
FILE CURRENCY : 20JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

774910845

01

CAUTION FILING

PAGE NO. 001

TOTAL OF PAGES 3

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER 20210729 1249 1590 8796

REGISTERED UNDER P PPSA

REGISTRATION PERIOD 2

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

5047346 ONTARIO INC.

04

ADDRESS

566 RIVERVIEW DRIVE, UNIT 104

CHATHAM

ONTARIO CORPORATION NO.

ON

N7M 0N2

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

TAVIVAT NATURALS INC.

07

ADDRESS

566 RIVERVIEW DRIVE, UNIT 104

CHATHAM

ONTARIO CORPORATION NO.

ON

N7M 0N2

08

SECURED PARTY / LIEN CLAIMANT

2596690 ONTARIO INC.

09

ADDRESS

136 ST. CLAIR STREET

CHATHAM

ON

N7L 3J3

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

X

X

X

X

11

MOTOR

YEAR MAKE

MODEL

V.I.N.

12

VEHICLE

13

GENERAL

SECURITY GRANTED PURSUANT TO A GENERAL SECURITY AGREEMENT BETWEEN

14

COLLATERAL

5047346 ONTARIO INC., TAVIVAT NATURALS INC., WELLWORTH HEALTH CORP.,

15

DESCRIPTION

8050678 CANADA INC. AND UNIQUE BEVERAGES (USA) INC., AS DEBTORS, AND

16

REGISTERING AGENT

GOWLING WLG (CANADA) LLP (JOHNB)

17

ADDRESS

1020-50 QUEEN ST. N., P.O. BOX 2248

KITCHENER

ON

N2H 6M2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

3

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
FILE NUMBER									
00	774910845								
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01	002		3	20210729 1249 1590 8796					
DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME		BUSINESS NAME		WELLWORTH HEALTH CORP.				
		ADDRESS		566 RIVERVIEW DRIVE, UNIT 104			CHATHAM		
DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME		BUSINESS NAME		8050678 CANADA INC.				
		ADDRESS		566 RIVERVIEW DRIVE, UNIT 104			CHATHAM		
SECURED PARTY / LIEN CLAIMANT		ONTARIO CORPORATION NO.							
		ADDRESS		566 RIVERVIEW DRIVE, UNIT 104			CHATHAM		
							ON N7M 0N2		
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							ON N7M 0N2		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

774910845

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

003320210729124915908796

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

UNIQUE BEVERAGES (USA) INC.

ONTARIO CORPORATION NO.

04

ADDRESS

160 GREENTREE DRIVE, SUITE 101

DOVER

DE

19904

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		01	001		20230707 1450 1590 1132				
21	RECORD REFERENCED	FILE NUMBER	774910845					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	2			
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER	MOTOR VEHICLE				DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	SISKINDS LLP							
17	SECURED PARTY/	ADDRESS	275 DUNDAS STREET, UNIT 1	LONDON	ON	N6B 3L1			
	LIEN CLAIMANT								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 766597131

CAUTION FILING PAGE NO. OF TOTAL PAGES

01 001 6

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01 20201008 1259 1590 3390 P PPSA 2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2472602 ONTARIO INC.

04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ONTARIO CORPORATION NO. ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME AGMEDICA BIOSCIENCE INC.

07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ONTARIO CORPORATION NO. ON N7W 5W7

08 SECURED PARTY / HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

LIEN CLAIMANT

09 ADDRESS 89 TYCOS DRIVE, SUITE 208 TORONTO ON M6B 1W3

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL

14 COLLATERAL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED

15 DESCRIPTION AT, ON, USED IN CONNECTION WITH, RELATING TO OR DERIVED FROM THE

16 REGISTERING FOGLER, RUBINOFF LLP (205059 JF/LR 566 RIVERVIEW)

AGENT

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	766597131									
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD			
01		002	6		20201008 1259 1590 3390					
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME		2642466 ONTARIO INC.			ONTARIO CORPORATION NO.			
04		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM	ON	N7W 5W7	
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME		8895309 CANADA INC.			ONTARIO CORPORATION NO.			
07		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM	ON	N7W 5W7	
08	SECURED PARTY / LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS		INVENTORY EQUIPMENT		MOTOR VEHICLE INCLUDED		AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE	
10										
	YEAR MAKE		MODEL		V.I.N.					
11	MOTOR									
12	VEHICLE									
13	GENERAL	PROPERTY MUNICIPALLY KNOWN AS PROPERTY MUNICIPALLY KNOWN AS 566								
14	COLLATERAL	RIVERVIEW DRIVE, CHATHAM, ONTARIO.								
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
FILE NUMBER									
00	766597131								
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01	003		6	20201008 1259 1590 3390					
DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME		BUSINESS NAME		WELLWORTH HEALTH CORP				
		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM		
DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME		BUSINESS NAME		8050678 CANADA INC.				
		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM		
SECURED PARTY / LIEN CLAIMANT		ONTARIO CORPORATION NO.							
		ADDRESS					ON N7W 5W7		
COLLATERAL CLASSIFICATION		CONSUMER							
		GOODS		INVENTORY EQUIPMENT ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED		AMOUNT	DATE OF MATURITY OR
10	YEAR MAKE		MODEL		V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING								
AGENT		ADDRESS							
17									

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
FILE NUMBER									
00	766597131								
CAUTION		PAGE	TOTAL	MOTOR VEHICLE		REGISTRATION		REGISTERED	REGISTRATION
FILING		NO. OF	PAGES	SCHEDULE		NUMBER		UNDER	PERIOD
01	004		6			20201008 1259 1590 3390			
DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR								
03	NAME		BUSINESS NAME		8326851 CANADA INC.				
					ONTARIO CORPORATION NO.				
04	ADDRESS		111 HERITAGE ROAD, SUITE 200		CHATHAM		ON N7W 5W7		
DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR								
06	NAME		BUSINESS NAME		TAVIVAT NATURALS INC.				
					ONTARIO CORPORATION NO.				
07	ADDRESS		111 HERITAGE ROAD, SUITE 200		CHATHAM		ON N7W 5W7		
08	SECURED PARTY /								
LIEN CLAIMANT									
09	ADDRESS								
COLLATERAL CLASSIFICATION									
CONSUMER				MOTOR VEHICLE		AMOUNT	DATE OF		NO FIXED
GOODS		INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY		OR MATURITY DATE
10	YEAR MAKE		MODEL		V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING								
AGENT									
17	ADDRESS								

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	766597131									
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD			
01		005	6		20201008 1259 1590 3390					
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME		WORLD WIDE BEVERAGE INNOVATIONS INC.						
				ONTARIO CORPORATION NO.						
04		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM ON N7W 5W7			
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME		UNIQUE BEVERAGES (USA) INC.						
				ONTARIO CORPORATION NO.						
07		ADDRESS		111 HERITAGE ROAD, SUITE 200			CHATHAM ON N7W 5W7			
08	SECURED PARTY / LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10										
	YEAR MAKE			MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	766597131									
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		006	6			20201008 1259 1590 3390				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME BUSINESS NAME ESEELA INC.									
								ONTARIO CORPORATION NO.		
04	ADDRESS			111 HERITAGE ROAD, SUITE 200				CHATHAM ON N7W 5W7		
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME BUSINESS NAME									
								ONTARIO CORPORATION NO.		
07	ADDRESS									
08	SECURED PARTY /									
	LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY	OR	MATURITY DATE
10										
	YEAR MAKE				MODEL		V.I.N.			
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		01	001		20220928 1452 1590 2046					
21	RECORD REFERENCED	FILE NUMBER	766597131				RENEWAL YEARS	CORRECT PERIOD		
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED	2				
22			FIRST GIVEN NAME		INITIAL	SURNAME				
23	REFERENCE									
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	247602 ONTARIO INC.							
25	OTHER CHANGE									
26	REASON/									
27	DESCRIPTION									
28										
02/		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR/									
03/	TRANSFeree	BUSINESS NAME								
06									ONTARIO CORPORATION NO.	
04/07		ADDRESS								
29	ASSIGNOR									
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08										
09		ADDRESS								
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE		
10		YEAR	MAKE	MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR 193602 HILLM GEN - PPSA RENEWAL 566 RIVER								
17	SECURED PARTY/	ADDRESS	77 KING STREET WEST, SUITE 3000 PO BOX 9				TORONTO	ON	M5K 1G8	
	LIEN CLAIMANT									

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1918 1902 1309				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED					
		A AMENDMENT							
		FIRST GIVEN NAME			INITIAL	SURNAME			
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WORLD WIDE BEVERAGE INNOVATIONS INC.						
25	OTHER CHANGE								
26	REASON/	AMEND DEBTOR FROM WORLD WIDE BEVERAGE INNOVATIONS INC. (111							
27	DESCRIPTION	HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T							
28		NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME	TAVIVA T NATURALS INC.						
06									ONTARIO CORPORATION NO.
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104			CHATHAM	ON	N7M 0N2	
29	ASSIGNOR								
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08									
09		ADDRESS							
COLLATERAL CLASSIFICATION									
		CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED	
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95			TORONTO	ON	M5K 1G8	
LIEN CLAIMANT									

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1922 1901 6097				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	8326851 CANADA INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 8326851 CANADA INC. (111 HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	TAVIVA T NATURALS INC.						
06				ONTARIO CORPORATION NO.					
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2			
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1927 1901 6098				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	8895309 CANADA INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 8895309 CANADA INC. (111 HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	TAVIVA T NATURALS INC.						
06				ONTARIO CORPORATION NO.					
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2			
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8			

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1930 1902 1311				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED					
22					A AMENDMENT				
		FIRST GIVEN NAME			INITIAL	SURNAME			
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ESEELA INC.						
25	OTHER CHANGE								
26	REASON/	AMEND DEBTOR FROM ESEELA INC. (111 HERITAGE ROAD, SUITE 200,							
27	DESCRIPTION	CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE,							
28		UNUT 104, CHATHAM, ON, N7M0N2)							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME	5047346 ONTARIO INC.					ONTARIO CORPORATION NO.	
06								ON	N7M 0N2
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNUT 104			CHATHAM			
29	ASSIGNOR								
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08									
09		ADDRESS							
COLLATERAL CLASSIFICATION									
CONSUMER		MOTOR VEHICLE			DATE OF	NO FIXED			
GOODS		INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95			TORONTO	ON	M5K 1G8	
LIEN CLAIMANT									

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1933 1902 1312				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2642466 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 2642466 ONTARIO INC. (111 HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
28		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02/									
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	5047346 ONTARIO INC.				ONTARIO CORPORATION NO.		
03/		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104			CHATHAM	ON	N7M 0N2	
04/07	ASSIGNOR								
29	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08		ADDRESS							
09	COLLATERAL CLASSIFICATION								
		CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR NO FIXED MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR VEHICLE								
12	GENERAL COLLATERAL								
13	DESCRIPTION								
14	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95			TORONTO		ON	M5K 1G8

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		001	1		20240617 1944 1902 1313					
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD	
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED						
22					A AMENDMENT					
		FIRST GIVEN NAME			INITIAL	SURNAME				
23	REFERENCE									
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2472602 ONTARIO INC.							
25	OTHER CHANGE									
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 2472602 ONTARIO INC. (111 HERITAGE ROAD, SUIITE 200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)								
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
05	DEBTOR/									
03/	TRANSFeree	BUSINESS NAME	5047346 ONTARIO INC.							
06									ONTARIO CORPORATION NO.	
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104				CHATHAM	ON	N7M 0N2	
29	ASSIGNOR									
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE										
08										
09		ADDRESS								
COLLATERAL CLASSIFICATION										
		CONSUMER	MOTOR VEHICLE			DATE OF	NO FIXED			
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR MATURITY DATE	
10										
		YEAR	MAKE	MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)								
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95				TORONTO	ON	M5K 1G8	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240619 0858 1901 6815				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	02			
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06			ONTARIO CORPORATION NO.						
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER	MOTOR VEHICLE				DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - POS 566 RIVERVIEW)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000,	PO. BOX 95	TORONTO	ON	M5K 1G8		
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	4		20240620 1409 1902 2711				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND GENERAL COLLATERAL FROM? GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/ TRANSFEREE	BUSINESS NAME							
06			ONTARIO CORPORATION NO.						
04/07		ADDRESS							
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08			TAVITA T NATURALS INC.						
09		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2			
COLLATERAL CLASSIFICATION									
		CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR VEHICLE								
12	GENERAL COLLATERAL	DELETE THE FOLLOWING? GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,							
13	DESCRIPTION								
14	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR)							
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
21	RECORD REFERENCED	FILE NUMBER	766597131		20240620 1409 1902 2711	
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE			FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME				
25	OTHER CHANGE					
26	REASON/ DESCRIPTION	RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS				
27		PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,				
28		ONTARIO. TO? DELETE THE FOLLOWING? GENERAL SECURITY AGREEMENT				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/ TRANSFEREE	BUSINESS NAME				
06						ONTARIO CORPORATION NO.
04/07	ADDRESS					
29	ASSIGNOR					
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS					
	COLLATERAL CLASSIFICATION					
	CONSUMER			MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.		
11	MOTOR					
12	VEHICLE					
13	GENERAL	RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS				
14	COLLATERAL	PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,				
15	DESCRIPTION	ONTARIO.				
16	REGISTERING AGENT OR					
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS				

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	003	4		20240620 1409 1902 2711	
21	RECORD FILE NUMBER	766597131			
	REFERENCED			RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED		

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ BUSINESS NAME		
	TRANSFEROR		
25	OTHER CHANGE		
26	REASON/ CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED		
27	DESCRIPTION PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION		
28	WITH, RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME

05	DEBTOR/	
03/	TRANSFeree	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	

08		
09	ADDRESS	
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10	YEAR MAKE	MODEL	V.I.N.
11	MOTOR		
12	VEHICLE		
13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT OR		
17	SECURED PARTY/ ADDRESS		
	LIEN CLAIMANT		

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	4		20240620 1409 1902 2711	
21	RECORD FILE NUMBER	766597131			
	REFERENCED				RENEWAL CORRECT
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	YEARS	PERIOD

22

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/ PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,

27 DESCRIPTION ONTARIO. ADD SECURED PARTY TAVITA T NATURALS INC. (566 RIVERVIEW

28 DRIVE, UNIT 104, CHATHAM, ON, N7M 0N2)

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MATURITY OR	MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER				REGISTRATION NUMBER				REGISTRATION NUMBER				REGISTRATION NUMBER			
774910845	20210729	1249	1590	8796	20230707	1450	1590	1132								
766597131	20201008	1259	1590	3390	20220928	1452	1590	2046	20240617	1918	1902	1309	20240617	1922	1901	6097
	20240617	1927	1901	6098	20240617	1930	1902	1311	20240617	1933	1902	1312	20240617	1944	1902	1313
	20240619	0858	1901	6815	20240620	1409	1902	2711								

12 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

**PERSONAL PROPERTY
SECURITY REGISTRATION
SYSTEM (ONTARIO)
ENQUIRY RESULTS**



*A Service Provider under Contract
with the Ministry of Government
Services*

Prepared for :	Thornton Grout Finnigan LLP
Reference :	Hillmount re Atlas Global
Docket :	1819-004
Search ID :	978849
Date Processed :	21 Jun 2024
Report Type :	PPSA Electronic Response
Search Conducted on :	5047346 ONTARIO INC.
Search Type :	Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration System, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

RUN NUMBER : 173
RUN DATE : 2024/06/21
ID : 20240621115750.47

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : F
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 5047346 ONTARIO INC.
FILE CURRENCY : 20JUN 2024

ENQUIRY NUMBER 20240621115750.47 CONTAINS 31 PAGE(S), 4 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP
SUITE NO: 3200 100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

CONTINUED... 2

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 774910845

CAUTION FILING PAGE NO. OF TOTAL PAGES

01 001 3

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01 20210729 1249 1590 8796 P PPSA 2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 5047346 ONTARIO INC.

04 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ONTARIO CORPORATION NO. ON N7M 0N2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME TAVIVAT NATURALS INC.

07 ADDRESS 566 RIVERVIEW DRIVE, UNIT 104 CHATHAM ONTARIO CORPORATION NO. ON N7M 0N2

08 SECURED PARTY / LIEN CLAIMANT 2596690 ONTARIO INC.

09 ADDRESS 136 ST. CLAIR STREET CHATHAM ON N7L 3J3

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL SECURITY GRANTED PURSUANT TO A GENERAL SECURITY AGREEMENT BETWEEN

14 COLLATERAL 5047346 ONTARIO INC., TAVIVAT NATURALS INC., WELLWORTH HEALTH CORP.,

15 DESCRIPTION 8050678 CANADA INC. AND UNIQUE BEVERAGES (USA) INC., AS DEBTORS, AND

16 REGISTERING AGENT GOWLING WLG (CANADA) LLP (JOHNB)

17 ADDRESS 1020-50 QUEEN ST. N., P.O. BOX 2248 KITCHENER ON N2H 6M2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
FILE NUMBER									
00	774910845								
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01			002	3	20210729 1249 1590 8796				
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR								
03	NAME		BUSINESS NAME		WELLWORTH HEALTH CORP.				
								ONTARIO CORPORATION NO.	
04			ADDRESS		566 RIVERVIEW DRIVE, UNIT 104		CHATHAM		ON N7M 0N2
		DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR								
06	NAME		BUSINESS NAME		8050678 CANADA INC.				
								ONTARIO CORPORATION NO.	
07			ADDRESS		566 RIVERVIEW DRIVE, UNIT 104		CHATHAM		ON N7M 0N2
08	SECURED PARTY / LIEN CLAIMANT								
09	ADDRESS								
COLLATERAL CLASSIFICATION									
		CONSUMER		MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED	
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED			MATURITY OR	MATURITY DATE	
10									
		YEAR MAKE		MODEL		V.I.N.			
11	MOTOR								
12	VEHICLE								
13	GENERAL		2596690 ONTARIO INC., AS SECURED PARTY, AS AMENDED FROM TIME TO TIME						
14	COLLATERAL		AND INCLUDING ANY ANNEX, SUPPLEMENT OR SCHEDULE THERETO.						
15	DESCRIPTION								
16	REGISTERING								
		AGENT							
17	ADDRESS								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
774910845

01

CAUTION FILING

PAGE NO. OF

TOTAL PAGES

3

MOTOR VEHICLE SCHEDULE

20210729 1249 1590 8796

REGISTRATION NUMBER

20210729 1249 1590 8796

REGISTERED UNDER

REGISTRATION PERIOD

02

DEBTOR

03

NAME

BUSINESS NAME

UNIQUE BEVERAGES (USA) INC.

04

DATE OF BIRTH

160 GREENTREE DRIVE, SUITE 101

DOVER

ONTARIO CORPORATION NO.

DE

19904

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING AGENT

17

ADDRESS

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		01	001		20230707 1450 1590 1132				
21	RECORD REFERENCED	FILE NUMBER	774910845					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	2			
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06			ONTARIO CORPORATION NO.						
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER					MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	SISKINDS LLP							
17	SECURED PARTY/	ADDRESS	275 DUNDAS STREET, UNIT 1	LONDON	ON	N6B 3L1			
	LIEN CLAIMANT								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN												
FILE NUMBER												
00	774910899											
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD		
01			001	2			20210729 1250 1590 8797	P PPSA		2		
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR											
03	NAME		BUSINESS NAME		5047346 ONTARIO INC.							
		ADDRESS		566 RIVERVIEW DRIVE, UNIT 104				CHATHAM		ONTARIO CORPORATION NO.		
04			DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR											
06	NAME		BUSINESS NAME									
		ADDRESS		ONTARIO CORPORATION NO.								
07			DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME				
08	SECURED PARTY /											
LIEN CLAIMANT		ADDRESS		2596690 ONTARIO INC.								
09			ADDRESS		136 ST. CLAIR STREET				CHATHAM		ON N7L 3J3	
COLLATERAL CLASSIFICATION												
		CONSUMER		MOTOR VEHICLE		AMOUNT		DATE OF		NO FIXED		
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED		MATURITY		OR	MATURITY DATE	
10					X	X						
		YEAR MAKE		MODEL		V.I.N.						
11	MOTOR											
12	VEHICLE											
13	GENERAL		SECURITY GRANTED PURSUANT TO A GENERAL ASSIGNMENT OF RENTS BETWEEN									
14	COLLATERAL		5047346 ONTARIO INC., AS ASSIGNOR, AND 2596690 ONTARIO INC., AS									
15	DESCRIPTION		CHARGE, AS AMENDED FROM TIME TO TIME AND INCLUDING ANY ANNEX,									
16	REGISTERING		GOWLING WLG (CANADA) LLP (JOHNB)									
AGENT		ADDRESS		1020-50 QUEEN ST. N., P.O. BOX 2248				KITCHENER		ON N2H 6M2		
		*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***										
CONTINUED...												

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

774910899

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

002

2

20210729 1250 1590 8797

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

05

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

07

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

SUPPLEMENT OR SCHEDULE THERETO.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		01	001		20230707 1450 1590 1131				
21	RECORD REFERENCED	FILE NUMBER	774910899					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	2			
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06			ONTARIO CORPORATION NO.						
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	SISKINDS LLP							
17	SECURED PARTY/	ADDRESS	275 DUNDAS STREET, UNIT 1	LONDON			ON	N6B 3L1	
	LIEN CLAIMANT								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER
766597113

01

CAUTION FILING

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TOTAL PAGES

1

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

20201008 1259 1590 3389

REGISTERED UNDER

REGISTRATION PERIOD

P PPSA 2

02

DEBTOR

03

NAME

BUSINESS NAME

2472602 ONTARIO INC.

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

111 HERITAGE ROAD, SUITE 200

CHATHAM

ONTARIO CORPORATION NO.

ON N7M 5W7

05

DEBTOR

06

NAME

BUSINESS NAME

07

ADDRESS

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

89 TYCOS DRIVE, SUITE 208

TORONTO

ON

M6B 1W3

09

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

10

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

11

MOTOR

12

VEHICLE

YEAR MAKE

MODEL

V.I.N.

13

GENERAL

14

COLLATERAL

DESCRIPTION

REGISTERING AGENT

15

AN ASSIGNMENT OF RENTS AND INCOME RELATING TO OR DERIVED FROM THE

16

PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM, ONTARIO.

FOGLER, RUBINOFF LLP (205059 JF/LR 566 RIVERVIEW)

17

ADDRESS

77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO

ON

M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

10

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		01	001		20220928 1452 1590 2047				
21	RECORD REFERENCED	FILE NUMBER	766597113					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	2			
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2472602 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER	MOTOR VEHICLE				DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR 193602 HILLM GEN - PPSA RENEWAL 566 RIVER							
17	SECURED PARTY/	ADDRESS	77 KING STREET WEST,	SUITE 3000	PO BOX 9	TORONTO	ON	M5K 1G8	
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1907 1902 1308				
21	RECORD REFERENCED	FILE NUMBER	766597113					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2472602 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/	AMEND DEBTOR FROM 2472602 ONTARIO INC. (111 HERITAGE ROAD, UITE							
27	DESCRIPTION	200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW							
28		DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME	5047346 ONTARIO INC.						
06						ONTARIO CORPORATION NO.			
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2			
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER	MOTOR VEHICLE			DATE OF	NO FIXED			
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE		
10		YEAR MAKE	MODEL	V.I.N.					
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (AOR 243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8			
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240619 0858 1901 6816				
21	RECORD REFERENCED	FILE NUMBER	766597113					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	02			
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06		ONTARIO CORPORATION NO.							
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER	MOTOR VEHICLE				DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - POS 566 RIVERVIEW)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO				ON	M5K 1G8
	LIEN CLAIMANT								

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 766597131

CAUTION FILING PAGE NO. OF TOTAL PAGES

01 001 6

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

01 20201008 1259 1590 3390 P PPSA 2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2472602 ONTARIO INC.

04 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ONTARIO CORPORATION NO. ON N7W 5W7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME AGMEDICA BIOSCIENCE INC.

07 ADDRESS 111 HERITAGE ROAD, SUITE 200 CHATHAM ONTARIO CORPORATION NO. ON N7W 5W7

08 SECURED PARTY / HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

LIEN CLAIMANT

09 ADDRESS 89 TYCOS DRIVE, SUITE 208 TORONTO ON M6B 1W3

COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL

14 COLLATERAL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED

15 DESCRIPTION AT, ON, USED IN CONNECTION WITH, RELATING TO OR DERIVED FROM THE

16 REGISTERING FOGLER, RUBINOFF LLP (205059 JF/LR 566 RIVERVIEW)

AGENT

17 ADDRESS 77 KING STREET WEST, SUITE 3000 PO BOX 9 TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
FILE NUMBER									
00	766597131								
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01			002	6	20201008 1259 1590 3390				
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		
02	DEBTOR								
03	NAME		BUSINESS NAME		2642466 ONTARIO INC.				
						ONTARIO CORPORATION NO.			
04			ADDRESS		111 HERITAGE ROAD, SUITE 200		CHATHAM		ON N7W 5W7
		DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		
05	DEBTOR								
06	NAME		BUSINESS NAME		8895309 CANADA INC.				
						ONTARIO CORPORATION NO.			
07			ADDRESS		111 HERITAGE ROAD, SUITE 200		CHATHAM		ON N7W 5W7
08	SECURED PARTY / LIEN CLAIMANT								
09	ADDRESS								
COLLATERAL CLASSIFICATION									
		CONSUMER		MOTOR VEHICLE		AMOUNT	DATE OF		NO FIXED
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR MATURITY DATE
10									
		YEAR MAKE		MODEL		V.I.N.			
11	MOTOR								
12	VEHICLE								
13	GENERAL		PROPERTY MUNICIPALLY KNOWN AS PROPERTY MUNICIPALLY KNOWN AS 566						
14	COLLATERAL		RIVERVIEW DRIVE, CHATHAM, ONTARIO.						
15	DESCRIPTION								
16	REGISTERING								
		AGENT							
17	ADDRESS								

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	766597131									
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE		REGISTRATION NUMBER		REGISTERED UNDER	REGISTRATION PERIOD	
01		003	6			20201008 1259 1590 3390				
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR									
03	NAME		BUSINESS NAME		WELLWORTH HEALTH CORP					
								ONTARIO CORPORATION NO.		
04	ADDRESS			111 HERITAGE ROAD, SUITE 200				CHATHAM ON N7W 5W7		
	DATE OF BIRTH			FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR									
06	NAME		BUSINESS NAME		8050678 CANADA INC.					
								ONTARIO CORPORATION NO.		
07	ADDRESS			111 HERITAGE ROAD, SUITE 200				CHATHAM ON N7W 5W7		
08	SECURED PARTY / LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10										
	YEAR MAKE			MODEL			V.I.N.			
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	766597131									
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD			
01		004	6		20201008 1259 1590 3390					
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME		8326851 CANADA INC.						
							ONTARIO CORPORATION NO.			
04	ADDRESS			111 HERITAGE ROAD, SUITE 200			CHATHAM		ON	N7W 5W7
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME		TAVIVAT NATURALS INC.						
							ONTARIO CORPORATION NO.			
07	ADDRESS			111 HERITAGE ROAD, SUITE 200			CHATHAM		ON	N7W 5W7
08	SECURED PARTY / LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER		MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10										
	YEAR MAKE			MODEL			V.I.N.			
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
	FILE NUMBER									
00	766597131									
	CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD			
01		005	6		20201008 1259 1590 3390					
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR									
03	NAME	BUSINESS NAME		WORLD WIDE BEVERAGE INNOVATIONS INC.			ONTARIO CORPORATION NO.			
04		ADDRESS		111 HERITAGE ROAD, SUITE 200		CHATHAM	ON	N7W 5W7		
	DATE OF BIRTH			FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR									
06	NAME	BUSINESS NAME		UNIQUE BEVERAGES (USA) INC.			ONTARIO CORPORATION NO.			
07		ADDRESS		111 HERITAGE ROAD, SUITE 200		CHATHAM	ON	N7W 5W7		
08	SECURED PARTY / LIEN CLAIMANT									
09	ADDRESS									
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS		INVENTORY EQUIPMENT		ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	YEAR MAKE		MODEL		V.I.N.					
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING									
	AGENT									
17	ADDRESS									

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00

FILE NUMBER

766597131

01

CAUTION FILING

PAGE NO.

TOTAL OF PAGES

MOTOR VEHICLE SCHEDULE

REGISTRATION NUMBER

REGISTERED UNDER

REGISTRATION PERIOD

006

6

20201008 1259 1590 3390

02

DEBTOR

03

NAME

BUSINESS NAME

ESEELA INC.

04

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

111 HERITAGE ROAD, SUITE 200

CHATHAM

ONTARIO CORPORATION NO.

ON N7W 5W7

05

DEBTOR

06

NAME

BUSINESS NAME

07

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE INCLUDED

AMOUNT

DATE OF MATURITY

OR

NO FIXED MATURITY DATE

10

YEAR MAKE

MODEL

V.I.N.

11

MOTOR

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
CAUTION FILING		PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		01	001		20220928 1452 1590 2046					
21	RECORD REFERENCED	FILE NUMBER	766597131				RENEWAL YEARS	CORRECT PERIOD		
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED	2				
22			FIRST GIVEN NAME		INITIAL	SURNAME				
23	REFERENCE									
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	247602 ONTARIO INC.							
25	OTHER CHANGE									
26	REASON/									
27	DESCRIPTION									
28										
02/		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR/									
03/	TRANSFeree	BUSINESS NAME								
06									ONTARIO CORPORATION NO.	
04/07		ADDRESS								
29	ASSIGNOR									
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08										
09		ADDRESS								
	COLLATERAL CLASSIFICATION									
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED			
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE		
10		YEAR	MAKE	MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR 193602 HILLM GEN - PPSA RENEWAL 566 RIVER								
17	SECURED PARTY/	ADDRESS	77 KING STREET WEST, SUITE 3000 PO BOX 9				TORONTO	ON	M5K 1G8	
	LIEN CLAIMANT									

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1918 1902 1309				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WORLD WIDE BEVERAGE INNOVATIONS INC.						
25	OTHER CHANGE								
26	REASON/	AMEND DEBTOR FROM WORLD WIDE BEVERAGE INNOVATIONS INC. (111							
27	DESCRIPTION	HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T							
28		NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME	TAVIVA T NATURALS INC.				ONTARIO CORPORATION NO.		
06							CHATHAM	ON	N7M 0N2
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104						
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER				MOTOR VEHICLE	DATE OF	NO FIXED		
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE	
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95				TORONTO	ON	M5K 1G8
	LIEN CLAIMANT								

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1922 1901 6097				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED A AMENDMENT				
22			FIRST GIVEN NAME		INITIAL	SURNAME			
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	8326851 CANADA INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 8326851 CANADA INC. (111 HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
28		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
02/									
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	TAVIVA T NATURALS INC.						
03/									
06									
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104			CHATHAM	ON	N7M 0N2	
29	ASSIGNOR								
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08									
09		ADDRESS							
COLLATERAL CLASSIFICATION									
		CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		YEAR	MAKE	MODEL		V.I.N.			
11	MOTOR VEHICLE								
12	GENERAL COLLATERAL								
13	DESCRIPTION								
14	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95			TORONTO		ON	M5K 1G8
17									

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1927 1901 6098				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	8895309 CANADA INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 8895309 CANADA INC. (111 HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO TAVIVA T NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/06	TRANSFEE	BUSINESS NAME	TAVIVA T NATURALS INC.						
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2	ONTARIO CORPORATION NO.		
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE		
10		YEAR MAKE	MODEL	V.I.N.					
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8			

	FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01		001	1		20240617 1930 1902 1311					
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD	
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED						
22				A AMENDMENT						
			FIRST GIVEN NAME	INITIAL	SURNAME					
23	REFERENCE									
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ESEELA INC.							
25	OTHER CHANGE									
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM ESEELA INC. (111 HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE, UNUT 104, CHATHAM, ON, N7M0N2)								
28		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
02/05	DEBTOR/ TRANSFEREE	BUSINESS NAME	5047346 ONTARIO INC.							
06				ONTARIO CORPORATION NO.						
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNUT 104	CHATHAM	ON	N7M 0N2				
29	ASSIGNOR									
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08										
09		ADDRESS								
	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE		
10		YEAR	MAKE	MODEL	V.I.N.					
11	MOTOR VEHICLE									
12	GENERAL COLLATERAL									
13	DESCRIPTION									
14	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)								
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8				

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1933 1902 1312				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2642466 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 2642466 ONTARIO INC. (111 HERITAGE ROAD, SUITE 200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/06	TRANSFEE	BUSINESS NAME	5047346 ONTARIO INC.						
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2	ONTARIO CORPORATION NO.		
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
09		ADDRESS							
10	COLLATERAL CLASSIFICATION								
11	MOTOR VEHICLE	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
12	GENERAL COLLATERAL	YEAR	MAKE	MODEL		V.I.N.			
13	DESCRIPTION								
14	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8			

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240617 1944 1902 1313				
21	RECORD REFERENCED	FILE NUMBER	766597131				RENEWAL YEARS	CORRECT PERIOD	
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED				
					A AMENDMENT				
			FIRST GIVEN NAME		INITIAL	SURNAME			
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2472602 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND DEBTOR FROM 2472602 ONTARIO INC. (111 HERITAGE ROAD, SUIITE 200, CHATHAM, ON, N7W5W7) TO 5047346 ONTARIO INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M0N2)							
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/06	TRANSFEREE	BUSINESS NAME	5047346 ONTARIO INC.			ONTARIO CORPORATION NO.			
04/07		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104			CHATHAM	ON	N7M 0N2	
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - 566 RIVERVIEW POS)							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95			TORONTO	ON	M5K 1G8	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	1		20240619 0858 1901 6815				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	02			
22			FIRST GIVEN NAME	INITIAL	SURNAME				
23	REFERENCE								
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/								
27	DESCRIPTION								
28									
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/								
03/	TRANSFeree	BUSINESS NAME							
06			ONTARIO CORPORATION NO.						
04/07		ADDRESS							
29	ASSIGNOR								
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE								
08									
09		ADDRESS							
	COLLATERAL CLASSIFICATION								
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE	
10		YEAR	MAKE	MODEL	V.I.N.				
11	MOTOR								
12	VEHICLE								
13	GENERAL								
14	COLLATERAL								
15	DESCRIPTION								
16	REGISTERING AGENT OR	FOGLER, RUBINOFF LLP (JF/LR) (243580 - POS 566 RIVERVIEW)							
17	SECURED PARTY/	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO				ON	M5K 1G8
	LIEN CLAIMANT								

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
CAUTION FILING		PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01		001	4		20240620 1409 1902 2711				
21	RECORD REFERENCED	FILE NUMBER	766597131					RENEWAL YEARS	CORRECT PERIOD
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	A AMENDMENT				
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	5047346 ONTARIO INC.						
25	OTHER CHANGE								
26	REASON/ DESCRIPTION	AMEND GENERAL COLLATERAL FROM? GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR/ TRANSFEREE	BUSINESS NAME							
06			ONTARIO CORPORATION NO.						
04/07		ADDRESS							
29	ASSIGNOR								
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	TAVITA T NATURALS INC.							
09		ADDRESS	566 RIVERVIEW DRIVE, UNIT 104	CHATHAM	ON	N7M 0N2			
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE		
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.				
12	GENERAL COLLATERAL	DELETE THE FOLLOWING? GENERAL SECURITY AGREEMENT CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION WITH,							
13	DESCRIPTION	REGISTERING AGENT OR FOGLER, RUBINOFF LLP (JF/LR)							
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING ST. W. SUITE 3000, PO. BOX 95	TORONTO	ON	M5K 1G8			

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
21	RECORD REFERENCED	FILE NUMBER	766597131		20240620 1409 1902 2711	
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE			FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME				
25	OTHER CHANGE					
26	REASON/	RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS				
27	DESCRIPTION	PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,				
28		ONTARIO. TO? DELETE THE FOLLOWING? GENERAL SECURITY AGREEMENT				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/					
03/	TRANSFeree	BUSINESS NAME				
06						ONTARIO CORPORATION NO.
04/07	ADDRESS					
29	ASSIGNOR					
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS					
	COLLATERAL CLASSIFICATION					
	CONSUMER			MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.		
11	MOTOR					
12	VEHICLE					
13	GENERAL	RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS				
14	COLLATERAL	PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM,				
15	DESCRIPTION	ONTARIO.				
16	REGISTERING AGENT OR					
17	SECURED PARTY/	ADDRESS				
	LIEN CLAIMANT					

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	003	4		20240620 1409 1902 2711	

21 RECORD FILE NUMBER 766597131

REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22

FIRST GIVEN NAME	INITIAL	SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/ CREATING A SECURITY INTEREST IN ALL PRESENT AND AFTER ACQUIRED

27 DESCRIPTION PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, ON, USED IN CONNECTION

28 WITH, RELATING TO OR DERIVED FROM THE PROPERTY MUNICIPALLY KNOWN AS

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR

17 SECURED PARTY/ ADDRESS

LIEN CLAIMANT

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	004	4		20240620 1409 1902 2711	
21	RECORD FILE NUMBER	766597131			
	REFERENCED			RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED		

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ BUSINESS NAME		
	TRANSFEROR		
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		
28	PROPERTY MUNICIPALLY KNOWN AS 566 RIVERVIEW DRIVE, CHATHAM, ONTARIO. ADD SECURED PARTY TAVITA T NATURALS INC. (566 RIVERVIEW DRIVE, UNIT 104, CHATHAM, ON, N7M 0N2)		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME

05	DEBTOR/	
03/	TRANSFeree	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	

	ADDRESS
08	
09	
	COLLATERAL CLASSIFICATION
	CONSUMER
	GOODS
	INVENTORY
	EQUIPMENT
	ACCOUNTS
	OTHER
	MOTOR VEHICLE INCLUDED
	AMOUNT
	DATE OF MATURITY
	OR
	NO FIXED MATURITY DATE

10	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/	ADDRESS		
	LIEN CLAIMANT			

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER				REGISTRATION NUMBER				REGISTRATION NUMBER				REGISTRATION NUMBER			
774910845	20210729	1249	1590	8796	20230707	1450	1590	1132								
774910899	20210729	1250	1590	8797	20230707	1450	1590	1131								
766597113	20201008	1259	1590	3389	20220928	1452	1590	2047	20240617	1907	1902	1308	20240619	0858	1901	6816
766597131	20201008	1259	1590	3390	20220928	1452	1590	2046	20240617	1918	1902	1309	20240617	1922	1901	6097
	20240617	1927	1901	6098	20240617	1930	1902	1311	20240617	1933	1902	1312	20240617	1944	1902	1313
	20240619	0858	1901	6815	20240620	1409	1902	2711								

18 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This is Exhibit "H" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read 'D. Harland', is written over a horizontal line.

A Commissioner for taking affidavits

DEREK HARLAND

PROPERTY DESCRIPTION:

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

PROPERTY REMARKS:

PLANNING ACT CONSENT IN DOCUMENT CK68020.

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

RECENTLY:

CONSOLIDATION FROM 00528-0212, 00528-0213

PIN CREATION DATE:

2019/04/11

OWNERS' NAMES

5047346 ONTARIO INC.

CAPACITY

SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2019/04/11 **		
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES	*				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2005/11/21 **					
171785	1966/05/13	BYLAW		CITY OF CHATHAM		C
REMARKS: BYLAW	5564, SUBDIVISION CONTROL					
340724	1979/01/02	AGREEMENT	\$1	EATON YALE LTD. (1ST PT.) UNION GAS LIMITED (3RD PT.)	MAJOR HOLDINGS & DEVELOPMENTS LIMITED	C
576414	1997/10/27	TRANSFER EASEMENT	\$4,910	EATON YALE LTD.	UNION GAS LIMITED	C
24R7621	2004/09/20	PLAN REFERENCE				C
24R9361	2012/01/24	PLAN REFERENCE				C
CK68033	2012/02/10	APL ANNEX REST COV		1659580 ONTARIO INC.		C

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

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CK123204	2016/09/08	TRANSFER	\$1,950,000	TATRO HORIZONS LTD. 3033550 NOVA SCOTIA LIMITED	CROSSHAIR VENTURES INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
CK123205	2016/09/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CROSSHAIR VENTURES INC.	LIBRO CREDIT UNION LIMITED	
CK123208	2016/09/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** CROSSHAIR VENTURES INC.	LIBRO CREDIT UNION LIMITED	
REMARKS: CK123205						
CK156587	2019/03/29	APL CH NAME OWNER		CROSSHAIR VENTURES INC.	2472602 ONTARIO INC.	C
CK156588	2019/03/29	TRANSFER	\$1	2472604 ONTARIO LIMITED	2472602 ONTARIO INC.	C
CK156589	2019/03/29	APL CONSOLIDATE		2472602 ONTARIO INC.		C
CK158943	2019/05/31	CHARGE		*** COMPLETELY DELETED *** 2472602 ONTARIO INC.	STABILIS GP V, LLC	
CK160017	2019/06/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIBRO CREDIT UNION LIMITED		
REMARKS: CK123205.						
CK167729	2019/12/18	APL COURT ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	STABILIS GP V, LLC	
REMARKS: CHARGING ORDER						
CK178671	2020/10/08	CHARGE	\$3,000,000	2472602 ONTARIO INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
CK178672	2020/10/08	NO ASSGN RENT GEN		2472602 ONTARIO INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
REMARKS: CK178671						
CK178673	2020/10/08	CHARGE		*** COMPLETELY DELETED *** 2472602 ONTARIO INC.	2596690 ONTARIO INC.	
CK178674	2020/10/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2472602 ONTARIO INC.	2596690 ONTARIO INC.	
REMARKS: CK178673						
CK178782	2020/10/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** STABILIS GP V, LLC SF V BRIDGE III, LP		

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

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CK180579	2020/11/18	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	2472602 ONTARIO INC.	
CK180981	2020/11/26	NOTICE OF LEASE	\$2	2472602 ONTARIO INC.	AGMEDICA BIOSCIENCE INC.	C
CK190575	2021/06/25	APL CH NAME OWNER		2472602 ONTARIO INC.	5047346 ONTARIO INC.	C
CK192825	2021/08/09	CHARGE	\$16,000,000	5047346 ONTARIO INC.	2596690 ONTARIO INC.	C
CK192826	2021/08/09	NO ASSGN RENT GEN		5047346 ONTARIO INC.	2596690 ONTARIO INC.	C
CK192827	2021/08/09	POSTPONEMENT		AGMEDICA BIOSCIENCE INC.	2596690 ONTARIO INC.	C
CK192829	2021/08/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2596690 ONTARIO INC.		

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

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is Exhibit "I" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2023 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read 'D. Harland', is written over a horizontal line.

A Commissioner for taking affidavits

DEREK HARLAND

OMNIBUS AGREEMENT

This agreement (this "Agreement") made as of the 8th day of October, 2020

A M O N G:

HILLMOUNT CAPITAL MORTGAGES HOLDINGS INC.

(hereinafter called the "**Lender**")

- and –

AGMEDICA BIOSCIENCE INC., 2472602 ONTARIO INC., 2642466 ONTARIO INC., 8895309 CANADA INC., WELLWORTH HEALTH CORP., 8050678 CANADA INC., 8326851 CANADA INC., UNIQUE BEVERAGES (USA) INC., WORLDWIDE BEVERAGES INNOVATIONS INC., ESEELA INC. AND TAVIVAT NATURALS INC.

(hereinafter collectively called the "**Borrower**")

WHEREAS:

- (a) the Lender, pursuant to a commitment letter dated September 30, 2020 (the "**Commitment**") made a loan to the Borrower in the original principal sum of \$3,000,000.00 (the "**Loan**") on the security of, *inter alia*, a first mortgage (the "**Charge**"), registered in the Land Titles Division of Kent (No. 24) in the principal amount of \$3,000,000.00 on the lands and premises municipally known as 566 Riverview Drive, Chatham, Ontario and legally described in Schedule "A" hereto (the "**Property**"); and
- (b) all capitalized terms used in this Agreement which are not otherwise defined herein shall have the meanings ascribed thereto in the Charge.

NOW THEREFORE IN CONSIDERATION OF the premises, the sum of ten dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and notwithstanding the Closing of the transaction described above, the parties hereto acknowledge, covenant and agree as follows:

1. **Security Documents.** The parties acknowledge and agree that the Security Documents, officer's certificate, solicitor's certificate, and all other acknowledgements, certificates and undertakings with respect to the Loan are deemed to be amended by deleting therefrom any reference to "566 Riverview Drive, Chatham, Ontario" as the municipal address of the Property and substituting same with "510 and 566 Riverview Drive, Chatham, Ontario".

2. **Counterparts.** For the convenience of the parties, this Omnibus Agreement may be executed in several counterparts, by original facsimile or other electronic transmission, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**HILLMOUNT CAPITAL MORTGAGES
HOLDINGS INC.**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/we have authority to bind the corporation.

AGMEDICA BIOSCIENCE INC.

Per:  _____

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

2472602 ONTARIO INC.

Per:  _____

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

2642466 ONTARIO INC.

Per:  _____

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

8895309 CANADA INC.

Per: 

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

WELLWORTH HEALTH CORP.

Per: 

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

8050678 CANADA INC.

Per: 

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

8326851 CANADA INC.

Per: 

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

TAVIVAT NATURALS INC.

Per: 

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

**WORLD WIDE BEVERAGE
INNOVATIONS INC.**

Per: 

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

UNIQUE BEVERAGES (USA) INC.

Per: 

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

ESEELA INC.

Per: 

Name: Trevor Henry

Title: CEO

I have authority to bind the corporation.

SCHEDULE “A”

Lands

PIN 00528 - 0224 (LT)

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

This is Exhibit "J" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read 'D. Harland', is written over a horizontal line.

A Commissioner for taking affidavits

DEREK HARLAND

SUBORDINATION AGREEMENT

THIS AGREEMENT made the 8th day of October, 2020, between **HILLMOUNT CAPITAL MORTGAGES HOLDINGS INC.** (the “**Prior Lender**”), **2596690 ONTARIO INC.** (the “**Subordinate Lender**”), **AGMEDICA BIOSCIENCE INC., 2472602 ONTARIO INC., 2642466 ONTARIO INC., 8895309 CANADA INC., WELLWORTH HEALTH CORP., 8050678 CANADA INC., 8326851 CANADA INC., UNIQUE BEVERAGES (USA) INC., WORLDWIDE BEVERAGES INNOVATIONS INC., ESEELA INC. AND TAVIVAT NATURALS INC.** (collectively, the “**Borrower**”).

Whereas the Subordinate Lender has made a loan to the Borrower secured, *inter alia*, by a mortgage on the lands and premises municipally known as 566 Riverview Drive, Chatham, Ontario and legally described in Schedule “A” hereto (the “**Property**”), and registered in the Land Registry Office for the Land Titles Division of Kent (No. 24) (the “**LRO**”) with registration particulars as set forth in Schedule “B” hereto (the “**Subordinate Mortgage**”); the Subordinate Mortgage and all existing and future indebtedness and other obligations and liabilities owing by the Borrower to the Subordinate Lender thereunder from time to time are called the “**Subordinate Indebtedness**”, and the Subordinate Mortgage and all other additional or collateral security now or hereafter securing the Subordinate Indebtedness, including a general assignment of all rents and leases from or relating to the Property with registration particulars as set forth in Schedule “B” hereto and a general security agreement with respect to all personal property of the Borrower, perfected by registrations under the *Personal Property Security Act* (the “**Act**”) with reference file numbers as set forth in Schedule “B” hereto, are collectively called the “**Subordinate Security**”.

And whereas the Prior Lender pursuant to a commitment letter dated September 30, 2020 (the “**Commitment**”) made a loan to the Borrower in the original principal sum of \$3,000,000.00 (the “**Loan**”) on the security of, *inter alia*, a first mortgage, registered in the LRO, in the principal amount of \$3,000,000.00 on the Property with registration particulars as set forth in Schedule “C” hereto (the “**Mortgage**”). All existing and future indebtedness and other obligations and liabilities owing by the Borrower to the Prior Lender from time to time pursuant to the Loan, including the principal sum of \$3,000,000.00 (the “**Principal**”), all interest thereon calculated at a rate of 11.50% per annum, any Costs, Protective Advances, and all other amounts owing to the Prior Lender thereunder from time to time, are called the “**Prior Indebtedness**”. The Mortgage and all other additional or collateral security now or hereafter securing the Prior Indebtedness including, but not limited to, an assignment of project documents, a general assignment of all rents and leases from or relating to the Property with registration particulars as set forth in Schedule “C” hereto, a general security agreement with respect to all personal property of the Borrower, perfected by registrations under the Act with reference file numbers as set forth in Schedule “C” hereto, and all other Security Documents, are collectively called the “**Prior Security**”.

And whereas, in order to induce the Prior Lender to consent to the Borrower incurring the Subordinate Indebtedness and granting the Subordinate Security, the Subordinate Lender has agreed to subordinate and postpone the Subordinate Indebtedness and the Subordinate Security to and in favour of the Prior Indebtedness and the Prior Security. Reference herein to the Subordinate Indebtedness, Subordinate Security, Prior Indebtedness and Prior Security includes

all renewals, extensions, amendments, modifications, replacements and restatements thereof as permitted hereunder or thereto from time to time.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties agree as follows:

Definitions. In this Agreement, all words and terms not otherwise defined herein shall have the meaning ascribed to them in the Mortgage and in addition to the defined terms set forth in this Agreement, the following defined terms will have the following meanings unless the context otherwise requires:

“Agreement” means this subordination agreement and any Schedules attached hereto, as amended or restated from time to time.

“Collateral” means any and all present and future undertaking, property or assets of the Borrower and any proceeds thereof, whether real, personal or mixed, including the Property.

“Enforcement Action” means the exercise of any remedy available to Prior Lender or the Subordinate Lender (subject always to the Standstill Period (as hereinafter defined) and the standstill provisions contained in paragraph 6 hereof), and shall include the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or applying for, or obtaining or consenting to the appointment of, a receiver, a manager or a receiver and manager or other person having similar powers in respect of the Borrower or all or any part of the Collateral, taking possession or control of all or any part of the Collateral, giving notice of intention to enforce security, or undertaking, commencing, giving notice of or taking any action or proceeding seeking payment or recovery of all or any part of the Subordinate Indebtedness (subject always to the Standstill Period (as hereinafter defined) and the standstill provisions contained in paragraph 6 hereof) or the Prior Indebtedness, as the case may be, or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, any bankruptcy or insolvency proceedings or any participation in or any actions in furtherance of the foregoing.

“Protective Advance” means, in respect of the Loan, any advance under the Loan necessary or prudent for the protection or preservation of the Property or the Collateral or to avoid the probability or likelihood of losses to the Prior Lender under the Loan and the Prior Security, including without limitation a Loan advance, payments for property taxes, environmental remediation, legal fees, realization costs, appraisals, consultant’s fees, receiver’s fees, property manager’s fees, insurance or repairs in respect of the Property, construction costs, other Costs (as defined in the Mortgage), or other collateral or to discharge any liens, charges or encumbrances ranking in priority to the Prior Security as against the Property or the Collateral.

1. Consent, Covenants, Representations and Warranties of the Subordinate Lender and the Prior Lender. The Subordinate Lender consents to the Prior Indebtedness and the Prior Security and represents and warrants to the Prior Lender that it is the sole owner of the Subordinate Indebtedness and the Subordinate Security and has full power, authority and legal right to enter into this Agreement. The Prior Lender consents to the Subordinate Indebtedness and the Subordinate Security and represents and warrants to the Subordinate Lender that it is the

sole owner of the Prior Indebtedness and the Prior Security and has full power, authority and legal right to enter into this Agreement.

2. **Subordination and Postponement.** The Subordinate Lender hereby subordinates and postpones the Subordinate Security and the Subordinate Indebtedness in all respects to the Prior Security and the Prior Indebtedness and agrees with the Prior Lender that the Prior Security shall be a first priority lien and charge against the Property and the Collateral for the full amount of the Prior Indebtedness in full priority to the Subordinate Security and the Subordinate Indebtedness. All indebtedness due to the Prior Lender and secured by the Prior Security shall rank senior in right of payment and in all other respects to all indebtedness due to the Subordinate Lender and secured by the Subordinate Security, and (subject always to the Standstill Period (as hereinafter defined) and the standstill provisions contained in paragraph 6 hereof) the indebtedness due to the Prior Lender and secured by the Prior Security (including, without limitation, principal, interest, fees and other amounts of any kind) shall be indefeasibly paid in full before the Subordinate Lender shall be entitled to be paid or receive any on account of, or with respect to, the indebtedness secured by the Subordinate Security. Notwithstanding the foregoing, in the event the Prior Security is renewed or extended and the Subordinate Security is not renewed or extended, the Subordinate Lender shall be entitled to be paid out on the maturity of the Subordinate Security.

The within subordination and postponement of the Subordinate Security and the Subordinate Indebtedness to the Prior Security and the Prior Indebtedness shall include subordination and postponement of the Subordinate Indebtedness to the extent required to make the Prior Security a first priority lien and charge against the Collateral including the Property, for the entire amount of the Prior Indebtedness at all times.

3. **Effect of Subordination.** The subordination provided for in this Agreement shall be effective as between the Prior Lender and the Subordinate Lender notwithstanding any past, present or future agreement, event, act or omission to act on the part of the Prior Lender, the Subordinate Lender, the Borrower or any other person, and notwithstanding, without limitation, any one or more of the following:

- (a) the timing of execution, delivery, attachment, perfection, crystallization, registration or enforcement of the Prior Security or the Subordinate Security;
- (b) the validity or enforceability of the Loan, the Commitment or the Prior Security;
- (c) the failure of the Prior Lender to register, maintain, renew or keep current any registration of or pertaining to any of the Prior Security;
- (d) the commencement of any Enforcement Action or Insolvency Proceeding in respect of the Borrower or the Collateral;
- (e) the dates of any defaults by the Borrower under the Prior Security or the Subsequent Security, and the dates of crystallization of any floating charges contained in the Prior Security or the Subsequent Security;
- (f) the dates any demands for payment are made, the dates any notices are given, and any failure to make or give any such demands or notices;

- (g) the respective dates or timing of any advances or defaults under the Prior Indebtedness and/or the Prior Security, or the Subordinate Indebtedness and/or the Subordinate Security, including all advances made by the Prior Lender from time to time after the date hereof, and whether such advances or extension of credit occurred before or after the occurrence of an Event of Default under the Subordinate Security or the Prior Security and whether the Prior Lender had notice of any such event of default at the time of making such advance or extension of credit;
- (h) any partial or complete repayment at any time and from time to time by the Borrower of any monies secured by the Prior Security;
- (i) any contrary intention expressed in the Prior Security, the Subsequent Security or any other documents;
- (j) any priority granted by any principle of law or equity or any statute, including, without limitation, the Mortgages Act (Ontario) and applicable personal property security legislation; and
- (k) any other circumstances which might constitute a defence available to, or a discharge of: (i) the Borrower in respect of the Prior Security, or (ii) the Subordinate Lender in respect of this Agreement.

4. **Information.** Each of the Prior Lender and the Subordinate Lender, if requested by the other of them, shall provide to the requesting party such information respecting the Prior Indebtedness or Prior Security or the Subordinate Indebtedness or Subordinate Security, as the case may be, as the requesting party may from time to time reasonably request, including, without limitation, the outstanding amount of the Prior Indebtedness or the Subordinate Indebtedness, as the case may be. In the event of a default under the Prior Security and/or the Subsequent Security, for which default the Prior Lender and/or the Subordinate Lender issues a notice of default to the Borrower, the Prior Lender and/or the Subordinate Lender, as applicable, shall forthwith provide written notice to the other lender of such default, which notice shall specify the nature of such default. The Borrower hereby irrevocably authorizes and directs each of the Prior Lender and Subordinate Lender to provide any information with respect to the Borrower to the other of them.

5. **Standstill.** The Subordinate Lender agrees that from and after the date hereof, to and until the date of the repayment and/or satisfaction of all of the Prior Indebtedness and/or liabilities of the Borrower to the Prior Lender under the Prior Security and the complete discharge thereof, the Subordinate Lender shall not, for a period of forty-five (45) days after delivery of notice of an event of default under the Subordinate Security from the Subordinate Lender to the Prior Lender (the "**Standstill Period**") take, direct, initiate, pursue, continue, support or otherwise participate in, either directly or indirectly, any Enforcement Action in connection with or in respect of the Subordinate Indebtedness or the Subordinate Security against or in respect of the Borrower or against or in respect of all or any part of the Collateral nor against any party or parties who may be entitled to claim contribution or indemnity against the Borrower.

6. **No Challenge.** The Subordinate Lender and the Borrower shall not take, or cause or permit or support any other person to take on its behalf or their behalf, any steps or action whatsoever

whereby the priority, validity or enforceability of any of the Prior Security or the rights of the Prior Lender hereunder (including as to any Enforcement Action) or under the Prior Security shall be delayed, defeated, impaired or diminished in any way, and the Subordinate Lender and the Borrower shall not challenge, object to, compete with or impede in any manner any Enforcement Action commenced or taken by the Prior Lender during the Standstill Period and in connection with or in respect of the Prior Indebtedness and/or the Prior Security, or against or in respect of all or any part of the Collateral.

7. **Acceleration and Exercise of Remedies.** Nothing herein contained shall compel the Prior Lender at any time to accelerate the Loan or commence any action or enforcement proceeding under the Prior Security. The Subordinate Lender acknowledges that all rights and remedies which the Prior Lender may have under the Prior Security and related agreements and hereunder are cumulative and not alternative rights and remedies. Nothing herein contained shall compel the Subordinate Lender at any time to accelerate its loan or commence any action or enforcement proceedings under the Subordinate Security.

The Prior Lender shall not be obliged to exercise recourse to any other persons or property or any guarantees, indemnities or other security it may at any time hold before being entitled to exercise recourse to or against the Collateral. No failure of the Prior Lender to exercise any power or right reserved to the Prior Lender under or in respect of the Prior Security or the Prior Indebtedness secured thereby and no custom or practice of the parties at variance with the terms of the Prior Security or the Prior Indebtedness secured thereby shall constitute a waiver of any of the Prior Lender's rights under this Agreement or affect the priority of the Prior Security or the indebtedness secured thereby or the subordinations and postponements of the Subordinate Security or the Subordinate Indebtedness secured thereby as provided for herein. Waiver by the Prior Lender (which must be in writing), of any default or any event of default under or in respect of the Prior Security or the indebtedness secured thereby or any forbearance arrangement as may be agreed to by the Prior Lender in respect of the Prior Security or the Prior Indebtedness secured thereby shall not require any notice to the Subordinate Lender nor shall it affect the priority of the Prior Security or the Prior Indebtedness secured thereby.

8. **Insurance.** Unless and until the Prior Indebtedness has been indefeasibly paid or satisfied in full, subject to the terms of the Prior Security, the Prior Lender shall have the sole and exclusive right to adjust settlement for any insurance policy covering the Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting the Collateral. In addition, all proceeds of any such policy and any such award (or any payments with respect to a deed in lieu of condemnation) if in respect to the Collateral and to the extent required by the Prior Security shall be paid to the Prior Lender pursuant to the terms of the Prior Security.

9. **Assignment by Subordinate Lender.** The Subordinate Lender agrees that it shall not sell, transfer, assign or otherwise dispose of any interest in the Subordinate Indebtedness or the Subordinate Security to any person or persons (the "Assignee") except upon terms and conditions which are expressly subject to the terms of this Agreement and unless the prior written consent thereto of the Prior Lender has been obtained, such consent shall not be unreasonably withheld or unduly delayed. Concurrently with any such sale, transfer, assignment or other disposition, the Subordinate Lender shall cause each Assignee to enter into a subordination and standstill agreement with the Prior Lender on the same terms and conditions as

this Agreement. No such sale, transfer, assignment or other disposition shall be effective unless and until the Prior Lender has given its written consent thereto and the Assignee has entered into a subordination and standstill agreement with the Prior Lender on the same terms and conditions as this Agreement. The Prior Lender may transfer or assign its interest in the Loan and this Agreement without restriction and without prior notice to or the consent of the Subordinate Lender.

10. **Further Assurances.** The Subordinate Lender shall execute and deliver upon request by the Prior Lender, at the Borrower's expense, such further documents or instruments and take such further action as the Prior Lender may reasonably require from time to time to carry out the intent of this Agreement, including, without limitation, executing and delivering any short form subordination and postponement agreement or instrument to register or record or file notice of the subordination and postponement of the Subordinate Security and the Subordinate Indebtedness as provided for herein on title to the Property and/or in any other office of public record and to give notice to third parties of the provisions of this Agreement.

11. **Notices.** Any notice, demand or other communication which any party may desire or may be required to give to any other party shall be in writing and may be made or given by personal delivery, by registered mail, by facsimile transmission or by electronic mail to the address for service of the recipient as follows:

(a) **To the Prior Lender:**

Attention: Yitz Levinson

Hillmount Capital Mortgages Holdings Inc.
89 Tycos Dr, Suite 208
Toronto, ON M6B 1W3

Email: yitz@hillmount.ca

With copy to:

Attention: Joseph Fried

Fogler, Rubinoff LLP
Barristers & Solicitors
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Email: jfried@foglers.com

(b) **To the Subordinate Lender:**

Attention: [▶]

2596690 Ontario Inc.

136 St. Clair Street,
Chatham, Ontario, N7L 3J3

With a copy to:

Attention: Matthew J. Wilson

Siskinds Law Firm
Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520, London ON,
N6A 3V8

Email: matthew.wilson@siskinds.com

(c) To the Borrower:

Attention: Trevor Earl

111 Heritage Road, Suite 200
Chatham, Ontario, N7M 5W7

With a copy to:

Attention: Rebecca Kennedy

Thornton Grout Finnigan LLP
100 Wellington Street West, Suite 3200
P.O. Box 329, Toronto-Dominion Centre
Toronto, Ontario M5K 1K7

Email: Rkennedy@tgf.ca

Any demand, notice or communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, and if given by registered mail, on the third business day following the deposit thereof in the mail, and if given by facsimile transmission, or by electronic mail, on the date of delivery unless transmitted after 5:00 P.M. in which case it shall be deemed to be delivered on the first business day following the transmittal thereof. If any party giving any demand, notice or other communication knows or reasonably ought to know of any difficulties with the postal system that might affect delivery of mail, such demand, notice or other communication shall not be mailed, but shall be given by personal delivery, by facsimile transmission, or by electronic mail. Any party hereto may change its address for service to which notices hereunder are required to be made or given by notice to other parties in accordance herewith.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in such Province applying to this agreement; and the Subordinate Lender consents to the jurisdiction of the courts of the Province of Ontario and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts and the Subordinate Lender unconditionally accepts the non-exclusive jurisdiction of the said courts and waives any defense of *forum non-conveniens*, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, provided nothing herein shall affect the right to serve process in any other manner permitted by law.

13. **Insolvency.** The Prior Lender shall have the right, but shall not be obliged or bound, to claim and prove in respect of all or any part of the Subordinate Indebtedness in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding up, voluntary or involuntary (each, an “**Insolvency Proceeding**”), affecting the Borrower or any distribution of Collateral among creditors of the Borrower and to vote any of the interests of the Subordinate Lender in respect of the Subordinate Indebtedness in any such proceedings, and the Subordinate Lender agrees that all dividends, distributions or other sums which may be or become payable in respect of the Subordinate Indebtedness pursuant to any such proceedings shall be due and be paid to the Prior Lender until the Prior Lender shall have received, together with dividends on the Prior Indebtedness, indefeasible payment and satisfaction of the full amount of the Prior Indebtedness. The Subordinate Lender will from time to time execute and deliver all statements, proofs of claim, transfers, assignments and documents and do all such other acts and things as the Prior Lender may request from time to time to implement and give effect to the foregoing. The Subordinate Lender hereby irrevocably constitutes and appoints the Prior Lender or its respective officers from time to time the true and lawful attorney of the Subordinate Lender, with full power of substitution, to do any of the foregoing in the name of the Subordinate Lender, whenever the Prior Lender, in its sole discretion, deems it to be necessary or expedient.

During any Insolvency Proceeding in respect of the Borrower or the Collateral and until the Prior Indebtedness has been indefeasibly paid in full, the Subordinate Lender agrees that it shall:

- (a) not provide, facilitate or consent to any interim or debtor-in-possession financing for the Borrower that provides for a court ordered charge or other lien on the Collateral in priority to the Prior Security without the prior written consent of the Prior Lender;
- (b) not object to or seek any other relief, or file any motion, application or other action in respect of: (i) any interim or debtor-in-possession financing that may be provided to the Borrower by the Prior Lender or with the consent of the Prior Lender, or (ii) any court ordered charge or lien made or granted on the Collateral in respect thereof;
- (c) not seek any relief, or file any motion, application or other action in respect of the Collateral or the Borrower without the prior written consent of the Prior Lender;
- (d) not seek (or support any other person seeking) relief from the automatic stay or any other stay of proceedings in any Insolvency Proceeding in respect of the Collateral or the Borrower without the prior written consent of the Prior Lender; and

- (e) direct any trustee, receiver, monitor or similar person to pay and distribute over any distributions, payments, Collateral or proceeds thereof received by the Subordinate Lender to the Prior Lender until the Prior Indebtedness is paid in full.

14. **Amendments or Modifications.** The Prior Lender may extend, renew, modify, amend, restate or vary the terms of the Prior Security or any other agreement or instrument governing or evidencing the Prior Indebtedness or the Prior Security, other than increasing the Principal or the interest rate, without affecting the rights of the Prior Lender under this Agreement or under or in respect of the Prior Indebtedness or the Prior Security, or affecting the priority of the Prior Indebtedness and the Prior Security or the subordination and postponement of the Subordinate Indebtedness and the Subordinate Security as provided for herein. The Subordinate Lender shall not make or permit any material amendment to be made to the Subordinate Security or any part thereof, including the increase in the principal sum thereof, without the prior written approval of the Prior Lender, such approval may be unreasonably withheld or delayed.

No discharge, release or waiver by the Prior Lender of any of the Prior Security against or in respect of any part of the Collateral or any person or any amendment, renewal, extension, replacement, modification, supplement, replacement or restatement of any Prior Indebtedness and/or the Prior Security, shall require notice to or the consent of Subordinate Lender or otherwise affect the subordination and postponement of the Subordinate Security and the Subordinate Indebtedness hereby granted by the Subordinate Lender.

15. **Execution of Postponements.** The Subordinate Lender covenants and agrees to promptly execute and provide the Prior Lender with whatever documents may, in the reasonable opinion of the Prior Lender's counsel, be required from time to time to evidence and confirm the foregoing postponement and subordination, including, if necessary, a postponement of charge in registerable form in respect of the Subordinate Mortgage and an electronic registration acknowledgement and direction in respect of same, as well the Subordinate Lender hereby authorizes the Prior Lender to register any financing change statements or other documents required to record such postponement and subordination under the *Personal Property Security Act* R.S.O. 1990, as amended, and all reasonable legal fees and disbursements incurred in connection with the foregoing shall be for the account of the Borrower and if not paid shall form part of the Prior Indebtedness and shall bear interest at the rate stipulated in the Mortgage.

16. **Borrower's Confirmation.** The Borrower hereby acknowledges the foregoing priorities and postponements, and agrees to be bound by the respective priorities of the Prior Security, being first in priority on the Property and the Collateral, and the Subordinate Security, being subsequent in priority, as hereinbefore set forth, and to pay or fully reimburse the Prior Lender and the Subordinate Lender, for all reasonable legal fees, expenses and disbursements incurred by the Prior Lender and the Subordinate Lender in connection with their execution and delivery of the postponement and subordination documentation hereinbefore provided or contemplated which if not paid shall form part of the Prior Indebtedness and/or the Subordinate Indebtedness, as the case may be and bear interest at the rate stipulated in the Mortgage or the Subordinate Mortgage as the case may be. Nothing in this Agreement shall create any rights in favour of, or obligations to, the Borrower, and the covenants and agreements of the Prior Lender and the Subordinate Lender herein shall not be enforceable by the Borrower. No consent of the Borrower shall be necessary for any amendment to this Agreement by the Prior Lender and the Subordinate Lender and any such amendment shall be at the expense of the Borrower. The

Borrower covenants that it shall not pay any proceeds of Collateral to the Subordinate Lender until the Loan and the Prior Indebtedness is paid in full. **In the event the Prior Security is renewed or extended and the Subordinate Indebtedness is paid out on the maturity date of the Subordinate Security, the Borrower covenants and agrees that it will not obtain a second mortgage with respect to the Property unless the second mortgagee, concurrently with the registration of the second mortgage, has entered into a subordination agreement with the Prior Lender on the same terms and provisions as in this Agreement.**

17. Subordinate Lender Confirmation. Except as otherwise provided herein, the Subordinate Lender agrees and confirms that the Prior Lender shall have no liability to the Subordinate Lender and the Subordinate Lender hereby waives any claim against the Prior Lender arising out of any and all actions which the Prior Lender may take or permit or omit to take with respect to:

- (a) the Prior Security, the Commitment and the Loan;
- (b) any Enforcement Action in respect of the Prior Security; or
- (c) the collections of any amounts owing in connection with the Prior Indebtedness.

18. Successors. The acknowledgements and agreements contained in this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns and shall likewise be binding on any trustee or receiver in bankruptcy of any party hereto, and on any trustee or appointee of any court or other tribunal, and on any person (including a corporation) who shall receive the property of any party hereto upon any liquidation proceedings, or any proceedings involving the disposition or devolution of property by operation of law or otherwise. Where any reference is made in this Agreement to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust.

19. Non Waiver. The failure of any party hereto to seek redress from the breach or violation of any provision of this Agreement, or to insist upon the strict performance thereof, shall not constitute a waiver of such breach, nor a waiver of such party's respective rights and remedies in connection therewith, and shall not prevent a subsequent act, which would have originally constituted a violation or breach of any provision of this Agreement, from having the effect of an original violation or breach. No waiver on behalf of any party hereto in relation to any breach or default by any other party hereto, shall be effective or binding upon such first-mentioned party, unless and until such waiver is specifically confirmed or expressed in writing, and same shall not limit or affect such first-mentioned party's rights and remedies with respect to any further or other breach or default by the other party or parties hereto.

20. Severability of Invalid Provisions. Every provision of this Agreement is intended to be several, and accordingly, if any term or provision hereof is adjudged by a court of competent

jurisdiction to be illegal or invalid for any reason whatsoever, then such illegal or invalid provision shall not affect the validity of the remainder of this Agreement, but shall be severable therefrom, and this Agreement shall accordingly be construed and enforced as if such illegal or invalid provision had not been inserted in this Agreement.

21. **Time of the Essence.** Time shall in all respects be of the essence hereof, provided that the time for doing or completing any matter provided or contemplated in this Agreement may be extended or abridged by an agreement in writing between the Prior Lender and the Subordinate Lender, or by their respective solicitors who are hereby specifically authorized in that regard. All acts required of the Subordinate Lender hereunder shall be carried out promptly and without delay and in any event within five business days of a request for same.

22. **Recitals.** All recitals contained herein are true and correct and form an integral part of this Agreement

23. **Heading and Gender.** Any headings used throughout this Agreement are for ease of reference only, and shall not be deemed or construed to form a part of this Agreement, nor shall they influence the construction or interpretation of this Agreement. This Agreement shall be read and construed with all changes in gender or number as may be required.

24. **Plural and Singular.** Where the context so requires, words importing the singular number will include the plural and vice versa.

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto in connection with the respective priorities between the Prior Security and the Subordinate Security, and the respective obligations and agreements among the parties with respect to the financing of the acquisition and the realization upon their respective security.

26. **Conflicts.** In the event of any conflict between the terms of this Agreement and the Subordinate Mortgage, the Subordinate Security or any other documentation relating to the Subordinate Indebtedness, the terms of this Agreement shall govern and control.

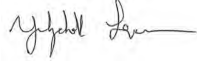
27. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument.

28. **Electronic Delivery.** The execution and delivery of this Agreement by facsimile transmission or electronic mail shall be as effective and binding on the parties hereto as if this Agreement were executed and delivered in the original.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**HILLMOUNT CAPITAL MORTGAGES
HOLDINGS INC.**

Per: 
Name: Yitz Levinson
Title: President

Per: _____
Name: _____
Office: _____
I/we have authority to bind the corporation.

2596690 ONTARIO INC.

Per: 
Name: Robb Nelson
Title: CEO

Per: _____
Name: _____
Title: _____
I/We have authority to bind the corporation.

AGMEDICA BIOSCIENCE INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____
I/We have authority to bind the corporation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**HILLMOUNT CAPITAL MORTGAGES
HOLDINGS INC.**

Per: _____
Name:
Title:

Per: _____
Name:
Office:
I/we have authority to bind the corporation.

2596690 ONTARIO INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the corporation.

AGMEDICA BIOSCIENCE INC.

Per: 
Name: TREVOR HENRY
Title: CEO

Per: _____
Name:
Title:
I/We have authority to bind the corporation.

2472602 ONTARIO INC.

Per: 
Name: TREVOR HENRY
Title: CEO

Per: _____
Name: _____
Title: _____
I/We have authority to bind the corporation.

2642466 ONTARIO INC.

Per: 
Name: TREVOR HENRY
Title: CEO

Per: _____
Name: _____
Title: _____
I/We have authority to bind the corporation.

8895309 CANADA INC.

Per: 
Name: TREVOR HENRY
Title: CEO

Per: _____
Name: _____
Title: _____
I/We have authority to bind the corporation.

WELLWORTH HEALTH CORP.

Per: 
Name: TREVOR HENRY
Title: CEO

Per: _____
Name: _____
Title: _____
I/We have authority to bind the corporation.

8050678 CANADA INC.

Per: 
Name: TREVOR HENRICH
Title: CEO

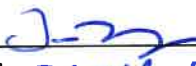
Per: _____
Name: _____
Title: _____
I/We have authority to bind the corporation.

8326851 CANADA INC.

Per: 
Name: TREVOR HENRICH
Title: CEO

Per: _____
Name: _____
Title: _____
I/We have authority to bind the corporation.

UNIQUE BEVERAGES (USA) INC.

Per: 
Name: TREVOR HENRICH
Title: CEO

Per: _____
Name: _____
Title: _____
I/We have authority to bind the corporation.

**WORLDWIDE BEVERAGES
INNOVATIONS INC.**

Per: 
Name: TREVEL HENRY
Title: CEO

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

TAVIVAT NATURALS INC.

Per: 
Name: TREVEL HENRY
Title: CEO

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

ESEELA INC.

Per: 
Name: TREVOR HENRY
Title: CEO

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

SCHEDULE “A”

Lands

PIN 00528 - 0224 (LT)

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

SCHEDULE “B”

**Subordinate Mortgage, Assignment of Rents, General Security Agreement and PPSA
Registration Particulars**

Charge registered on the [▶] day of October, 2020 as Instrument No. [▶] securing the principal sum of \$7,000,000.00.

Notice of General Assignment of Rents registered on the [▶] day of October, 2020 as Instrument No. [▶].

A General Security Agreement with respect to all personal property of the Borrower perfected by PPSA File No. [▶].

SCHEDULE “C”

Prior Mortgage, Assignment of Rents, General Security Agreement and PPSA Registration Particulars

Charge registered on the [▶] day of October, 2020 as Instrument No. [▶] securing the principal sum of \$3,000,000.00.

Notice of General Assignment of Rents registered on the [▶] day of October, 2020 as Instrument No. [▶].

A General Security Agreement with respect to all personal property of the Borrower, perfected by PPSA File No. [▶].

This is Exhibit "K" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read 'D. Harland', is written above a horizontal line.

A Commissioner for taking affidavits

DEREK HARLAND



Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Joseph Fried
Direct Dial: 416.941.8836
E-mail: jfried@foglers.com

Legal Assistant: Medina Young
Direct Dial: 416.864.9700 x204
E-mail: myoung@foglers.com

Our File No. 243580

June 11, 2024

VIA MAIL AND EMAIL TO PVANMOL@AGMEDICA.CA AND
JASON@ATLASGLOBALBRANDS.COM

2472602 Ontario Inc.
111 Heritage Road, Ste. 200
Chatham, ON N7M 5W7

Dear Sirs:

Re: Hillmount Capital Mortgage Holdings Inc. mortgage loan to 2472602 Ontario Inc. AgMedica Bioscience Inc., 2642466 Ontario Inc., 8895309 Canada Inc., Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc., Tavivat Naturals Inc., World Wide Beverage Innovations Inc., Unique Beverages (USA) Inc. and Esela Inc. (collectively the "Borrower") on 566 Riverview Drive, Chatham, Ontario

Please be advised that we are solicitors for the above-noted mortgagees.

Our client has advised that you are in arrears under the above-noted mortgage and our client has instructed us to collect payment arrears, payment of taxes and legal costs with respect to your mortgage. The amount required to bring your mortgage into good standing as of today's date is as follows:

PAYMENTS IN ARREARS under mortgage (Interest from May 1- 31, 2024)	\$30,968.76
PAYMENTS IN ARREARS under mortgage (Interest from June 1 to 12, 2024)	\$10,988.89
MISSED PAYMENT FEE (June 4, 2024)	\$500.00
LENDER LEGAL FEES RE PPSA RENEWAL	\$290.00
WIRE FEE (Loan increase)	\$90.00
LENDER LEGAL FEES RE TAX CERTIFICATE (2023)	\$143.90
MORTGAGE STATEMENT FEE	\$275.00
DISBURSEMENT AND HST	\$60.08

LEGAL FEES	\$950.00
FOR HST ON LEGAL FEES	\$123.50
TOTAL:	<u>\$44,390.13</u>

Per Diem: \$998.99

TAKE NOTICE that unless we are in receipt of your CERTIFIED CHEQUE payable to **Hillmount Capital Inc.** in the amount of **\$44,390.13** on or before **June 18, 2024**, we have been instructed to commence such proceedings against you as our client deems necessary without any further notice to you.

Please also find attached Tax Certificates dated June 5, 2024 showing arrears owing in the amount of \$355,100.40 for both 510 and 566 Riverview Drive, Chatham. Please provide evidence of payment to pay all tax arrears owing on or before June 18, 2024.

PARTIAL PAYMENTS WILL NOT BE ACCEPTED.

Yours truly,

FOGLER, RUBINOFF LLP

Per: Joseph Fried**

Joseph Fried*

**On behalf of Joseph Fried Professional Corporation*

*** Executed pursuant to the Electronic Commerce Act*

JF/my



**The Municipality of Chatham Kent
REVENUE AND TAXATION DEPARTMENT**

Certificate No. I12853
Date of Certificate June 5, 2024

Tax Certificate
315 King St. W
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatly Area Toll Free: 519-682-0803

Issued To
Deanna Wehby
dwehby@foglers.com

Roll Number 3650 420 023 11502 0000
Owners 5047346 ONTARIO INC

Civic Address 510 RIVERVIEW DR CHATHAM
Legal Description RALEIGH CON 1 PT LOT 19 RP 24R9361 PARTS 1 TO 5

Reference Interest 1.250 %

Taxes Levied and Owing by Year as of the Date of This Certificate

Tax Year	Taxes Levied	Taxes Owing	Penalty/Interest	Total Owing
Current Levy	3,099.63	3,099.63	116.26	3,255.89
2023	6,199.29	6,299.29	829.26	7,128.55
2022	5,957.22	186.17	27.96	214.13
Prior Owing		0.00	0.00	0.00
Total Current & Outstanding				10,598.57

Local Improvements Assessed to This Property

Code	Description	Annual Amount	Expiry
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Billed in Current Year - Included Above

Current Levy		Installment Due Dates and Amounts				Current Outstanding	
Interim	3,099.63	2024/03/01	1,550.63	2024/05/01	1,549.00	Tax	3,099.63
Final	0.00					Other Charges	40.00
Supp/Adj	0.00					Penalty	116.26
Total	3,099.63					Total Current	3,255.89

Please note that other fees may apply as follows. Past Due Notice: \$10.00, Ownership Change \$35.00

Additional Information

I hereby certify that the above statement shows all arrears of taxes against the above lands as of the date of this certificate.

For Treasurer and Tax Collector



**The Municipality of Chatham Kent
REVENUE AND TAXATION DEPARTMENT**

Certificate No. 112853
Date of Certificate June 4, 2024

Tax Certificate
315 King St. W
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatly Area Toll Free: 519-682-0803

Tax Clearance Certificate - Disclaimer

This statement is issued pursuant to Section 352 of the Municipal Act and is intended to show only the taxes levied for the current year and any unpaid taxes. After the date of this Certificate, the information shown may be affected by:

- This tax certificate reflects only those charges added to the Tax Roll up to the certificate date and the Municipality will not be responsible for any damage, how so ever caused.
- The information on this certificate is based on cheques tendered being honored by the bank upon which they are drawn.
- Any credit balance appearing on this certificate is not verified. No adjustment will be made unless the credit balance is acknowledged as an overpayment.
- This certificate does not include proposed Local Improvements for which construction has not been commenced or those which have been constructed but not levied.
- This certificate will not include arrears charges for water and sewage utilities added to the tax roll subsequent to this notice. Water and Sewer Arrears Certificates for possible charges not shown may be obtained by contacting Entegrus at 519-352-6300.
- This certificate may not include any direct services to the property not added to the tax roll at the date of certification for services such as work orders involving weed cutting, property standards charges, and snow or ice removal charges etc.
- The total taxes may include additions to the Tax Roll as authorized by Provincial Legislation.
- This certificate is subject to additional taxes, which may be levied pursuant to the provisions of Section 33 and 34 of the Assessment Act R.S.O. 1990 c.A.31.
- This certificate is subject to adjustments of taxes pursuant to the provision of Section 40 of the Assessment Act R.S.O. 1990 and Sections 354, 357, 358, 361, 362, 363, 364, and 365 of the Municipal Act 2001.
- Any parcel showing two years in arrears may be in the Tax Sale Registration process, therefore payment may be required in full by certified cheque. Please contact Collections for further details and pending charges.
- This certificate may not represent all taxes levied against an individual P.I.N., as there may be multiple roll numbers assigned to an individual Property Identification Number registered on title at the Land Registry Office.
- Pursuant to Section 347 (1) of the Municipal Act, any payment received shall be applied against late payment charges, with the charges imposed earlier being discharged before charges imposed later. The payment then shall be applied against the taxes imposed with the earlier being discharged first.
- This certificate is subject to apportionments which may be made pursuant to Section 356 of the Municipal Act, 2001.
- If you have reason to believe that the tax certificate is not correct, please contact the tax office at 519-360-1998.



**The Municipality of Chatham Kent
REVENUE AND TAXATION DEPARTMENT**

Certificate No. I12852
Date of Certificate June 5, 2024

Tax Certificate
315 King St. W
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatly Area Toll Free: 519-682-0803

Issued To
Deanna Wehby
dwehby@foglers.com

Roll Number 3650 420 023 11500 0000
Owners 5047346 ONTARIO INC

Civic Address 566 RIVERVIEW DR CHATHAM
Legal Description RALEIGH CON 1 PT LOT 19 RP 24R7621 PART 5 PT PART 1

Reference Interest 1.250 %

Taxes Levied and Owing by Year as of the Date of This Certificate

Tax Year	Taxes Levied	Taxes Owing	Penalty/Interest	Total Owing
Current Levy	109,669.15	109,669.15	4,112.60	114,096.75
2023	219,338.25	219,438.16	10,966.92	230,405.08
2022	209,527.08	0.00	0.00	0.00
Prior Owing		0.00	0.00	0.00
Total Current & Outstanding				344,501.83

Local Improvements Assessed to This Property

Code	Description	Annual Amount	Expiry
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Billed in Current Year - Included Above

Current Levy		Installment Due Dates and Amounts				Current Outstanding	
Interim	109,669.15	2024/03/01	54,835.15	2024/05/01	54,834.00	Tax	109,669.15
Final	0.00					Other Charges	315.00
Supp/Adj	0.00					Penalty	4,112.60
Total	109,669.15					Total Current	114,096.75

Please note that other fees may apply as follows. Past Due Notice: \$10.00, Ownership Change \$35.00

Additional Information

I hereby certify that the above statement shows all arrears of taxes against the above lands as of the date of this certificate.

For Treasurer and Tax Collector



**The Municipality of Chatham Kent
REVENUE AND TAXATION DEPARTMENT**

Certificate No. 112852
Date of Certificate June 4, 2024

Tax Certificate
315 King St. W
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatly Area Toll Free: 519-682-0803

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This statement is issued pursuant to Section 352 of the Municipal Act and is intended to show only the taxes levied for the current year and any unpaid taxes. After the date of this Certificate, the information shown may be affected by:

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- This certificate is subject to adjustments of taxes pursuant to the provision of Section 40 of the Assessment Act R.S.O. 1990 and Sections 354, 357, 358, 361, 362, 363, 364, and 365 of the Municipal Act 2001.
- Any parcel showing two years in arrears may be in the Tax Sale Registration process, therefore payment may be required in full by certified cheque. Please contact Collections for further details and pending charges.
- This certificate may not represent all taxes levied against an individual P.I.N., as there may be multiple roll numbers assigned to an individual Property Identification Number registered on title at the Land Registry Office.
- Pursuant to Section 347 (1) of the Municipal Act, any payment received shall be applied against late payment charges, with the charges imposed earlier being discharged before charges imposed later. The payment then shall be applied against the taxes imposed with the earlier being discharged first.
- This certificate is subject to apportionments which may be made pursuant to Section 356 of the Municipal Act, 2001.
- If you have reason to believe that the tax certificate is not correct, please contact the tax office at 519-360-1998.

This is Exhibit "L" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read 'D. Harland', is written over a horizontal line.

A Commissioner for taking affidavits

DEREK HARLAND



Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

Law Clerk: Medina Young
Direct Dial: 416-864-9700 ext. 204
E-mail: myoung@foglers.com

Lawyer: Joseph Fried
Direct Dial: 416.941.8836
E-mail: jfried@foglers.com

Our File No. 243580

June 18, 2024

DELIVERED BY REGULAR LETTER MAIL
AND BY EMAIL TO PVANMOL@AGMEDICA.CA AND
JASON@ATLASGLOBALBRANDS.COM

5047346 Ontario Inc.
566 Riverview Drive
Unit 104
Chatham, Ontario
N7M 0N2

Dear Sir/Madam:

Re: Hillmount Capital Mortgage Holdings Inc. (the "**Hillmount**") loan to 2472602 Ontario Inc. (now 5047346 Ontario Inc.), AgMedica Bioscience Inc., 2642466 Ontario Inc. (now 5047346 Ontario Inc.), 8895309 Canada Inc. (now Tavivat Natures Inc.), Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc. (now Tavivat Natures Inc.), Tavivat Naturals Inc., World Wide Beverage Innovations Inc. (now Tavivat Natures Inc.), Unique Beverages (USA) Inc. and Esela Inc. (now 5047346 Ontario Inc.) (collectively the "**Borrower**") on 566 Riverview Drive, Chatham, Ontario evidenced by a Promissory Note and secured, *inter alia*, by a first Mortgage registered as Instrument No. CK178671 (the "**Mortgage**")

Please be advised that we are solicitors for the above-noted mortgagee. **When contacting our office regarding this matter, please reference the property address.**

The Borrower is indebted to Hillmount evidenced by a Promissory Note dated October 5, 2020 and secured by the Mortgage provided by Hillmount to the Borrower as hereinafter indicated:

PAID TO FOGLER RUBINOFF, LLP (on account of discharge funds due HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.)	\$3,387,199.54 as of June 18, 2024 (per diem \$1,027.87 after 1:00 p.m. at our client's office).
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PAID TO FOGLER RUBINOFF, LLP	\$5,522.76
TOTAL as of June 18, 2024	\$3,392,722.30

Legal fees for issuing demand letter (June 11, 2024)	\$750.00
Legal fees for issuing demand letter (June 18, 2024)	\$750.00
Legal fees for issuing the Notice of Intention to Enforce Security	\$1,200.00
Legal fees for time	\$1,960.60
HST on legal fees	\$605.88
Disbursements and HST	\$256.28
TOTAL PAYABLE TO FOGLER, RUBINOFF LLP	<u>\$5,522.76</u>

As you are in default of your obligations to and/or your covenants with Hillmount, as solicitors of Hillmount, we hereby demand repayment in full of the foregoing indebtedness totaling **\$3,392,722.30** with respect to the said facilities, plus all legal fees and disbursements incurred by Hillmount due to the said default, up to and including the date of payment. Please be advised if we are not in receipt of payment in full of the foregoing amount, including interest accrued up to and including the date of receipt of payment plus the tax arrears noted below, on or before the close of business June 29, 2024 (the "**Demand Date**") we have instructions from Hillmount to commence whatever legal proceeding it deems necessary in order to recover the full amount of the indebtedness due and owing by the Borrower to Hillmount and to enforce all security held by Hillmount for the obligations of the Borrower to Hillmount as contemplated in the enclosed Notice of Intention to Enforce Security.

In addition to the above there are tax arrears of **\$355,100.40** as of June 5, 2024 with penalty and interest accruing thereof.

Please be advised the time frame indicated in this demand is without prejudice to Hillmount terminating its relationship with the Borrower if at any time between the date hereof and the Demand Date the Borrower commits an event of default pursuant to any agreement entered into by the Borrower with Hillmount.

If the foregoing amounts fluctuate for any reason whatsoever between the date hereof and the date of payment of the indebtedness of the Borrower to Hillmount, please consider this demand effective with respect to whatever the balance of principal plus accrued and unpaid interest may be at any time between the date hereof and the Demand Date and if not paid on or before the Demand Date, be considered a demand for the balance due and owing as of the Demand Date.

Please find enclosed a Notice of Intention to Enforce Security being served upon you pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Yours very truly,

FOGLER, RUBINOFF LLP

Per: Joseph Fried**

Joseph Fried*

**On behalf of Joseph Fried Professional Corporation*

*** Executed pursuant to the Electronic Commerce Act*

E.O. & E.

cc: Hillmount Capital Inc.

5047346 Ontario Inc.

Mortgage Discharge Statement as at June 18, 2024

566 Riverview Drive, Chatham, ON

Please be advised that the balance outstanding under the above mentioned mortgage loan is as follows:

	Total
Principal Balance as at June 18, 2024	\$ 3,245,634.02
Interest - May 1 - 31, 2024	\$ 30,968.76
Interest - June 1 - 18, 2024	\$ 18,501.58
3 Months' Interest	\$ 92,906.27
Wire Fee	\$ 90.00
NSF Fees (June 4, 2024)	\$ 550.00
Lender Legal Fees re: PPSA Renewal	\$ 290.00
Wire Fee re: Loan Increase	\$ 90.00
Lender Legal Fees re: Tax Certificates (2023)	\$ 143.90
Mortgage Default Fee	\$ 2,000.00
Tax Default Fee	\$ 250.00
Mortgage Statement Fee (June 11, 2024)	\$ 275.00
Discharge Statement and Administration Fee	\$ 500.00
Funds in Trust	\$ (5,000.00)
Total Owing - payable in certified funds **	\$ 3,387,199.54

You are hereby authorized and directed to make cheques payable as follows:

1. Hillmount Capital Inc.	\$ 3,387,199.54
2. Lawyer - discharge fees as per attached account	
TOTAL	\$ 3,387,199.54

Per diem interest - Hillmount Capital Inc. \$ 1,027.87

**** Certified funds required**

This Discharge Statement is valid until June 18, 2024.

Daily interest is due to and including day of receipt of funds by this office.

If funds are not received before 12:00 noon they MUST include per diem to the next business day.

FRIDAY DEADLINE: If not received before 12:00 noon MUST include per diem to the next business day.

DATED: June 17, 2024

E. & O..E.



**The Municipality of Chatham Kent
REVENUE AND TAXATION DEPARTMENT**

Certificate No. I12853
Date of Certificate June 5, 2024

Tax Certificate
315 King St. W
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatly Area Toll Free: 519-682-0803

Issued To
Deanna Wehby
dwehby@foglers.com

Roll Number 3650 420 023 11502 0000
Owners 5047346 ONTARIO INC

Civic Address 510 RIVERVIEW DR CHATHAM
Legal Description RALEIGH CON 1 PT LOT 19 RP 24R9361 PARTS 1 TO 5

Reference Interest 1.250 %

Taxes Levied and Owing by Year as of the Date of This Certificate

Tax Year	Taxes Levied	Taxes Owing	Penalty/Interest	Total Owing
Current Levy	3,099.63	3,099.63	116.26	3,255.89
2023	6,199.29	6,299.29	829.26	7,128.55
2022	5,957.22	186.17	27.96	214.13
Prior Owing		0.00	0.00	0.00
Total Current & Outstanding				10,598.57

Local Improvements Assessed to This Property

Code	Description	Annual Amount	Expiry
------	-------------	---------------	--------

Billed in Current Year - Included Above

Current Levy		Installment Due Dates and Amounts				Current Outstanding	
Interim	3,099.63	2024/03/01	1,550.63	2024/05/01	1,549.00	Tax	3,099.63
Final	0.00					Other Charges	40.00
Supp/Adj	0.00					Penalty	116.26
Total	3,099.63					Total Current	3,255.89

Please note that other fees may apply as follows. Past Due Notice: \$10.00, Ownership Change \$35.00

Additional Information

I hereby certify that the above statement shows all arrears of taxes against the above lands as of the date of this certificate.

For Treasurer and Tax Collector



**The Municipality of Chatham Kent
REVENUE AND TAXATION DEPARTMENT**

Certificate No. 112853
Date of Certificate June 4, 2024

Tax Certificate
315 King St. W
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatly Area Toll Free: 519-682-0803

Tax Clearance Certificate - Disclaimer

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**The Municipality of Chatham Kent
REVENUE AND TAXATION DEPARTMENT**

Certificate No. I12852
Date of Certificate June 5, 2024

Tax Certificate
315 King St. W
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatly Area Toll Free: 519-682-0803

Issued To
Deanna Wehby
dwehby@foglers.com

Roll Number 3650 420 023 11500 0000
Owners 5047346 ONTARIO INC

Civic Address 566 RIVERVIEW DR CHATHAM
Legal Description RALEIGH CON 1 PT LOT 19 RP 24R7621 PART 5 PT PART 1

Reference Interest 1.250 %

Taxes Levied and Owing by Year as of the Date of This Certificate

Tax Year	Taxes Levied	Taxes Owing	Penalty/Interest	Total Owing
Current Levy	109,669.15	109,669.15	4,112.60	114,096.75
2023	219,338.25	219,438.16	10,966.92	230,405.08
2022	209,527.08	0.00	0.00	0.00
Prior Owing		0.00	0.00	0.00
Total Current & Outstanding				344,501.83

Local Improvements Assessed to This Property

Code	Description	Annual Amount	Expiry
------	-------------	---------------	--------

Billed in Current Year - Included Above

Current Levy		Installment Due Dates and Amounts				Current Outstanding	
Interim	109,669.15	2024/03/01	54,835.15	2024/05/01	54,834.00	Tax	109,669.15
Final	0.00					Other Charges	315.00
Supp/Adj	0.00					Penalty	4,112.60
Total	109,669.15					Total Current	114,096.75

Please note that other fees may apply as follows. Past Due Notice: \$10.00, Ownership Change \$35.00

Additional Information

I hereby certify that the above statement shows all arrears of taxes against the above lands as of the date of this certificate.

For Treasurer and Tax Collector



**The Municipality of Chatham Kent
REVENUE AND TAXATION DEPARTMENT**

Certificate No. 112852
Date of Certificate June 4, 2024

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315 King St. W
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatly Area Toll Free: 519-682-0803

Tax Clearance Certificate - Disclaimer

This statement is issued pursuant to Section 352 of the Municipal Act and is intended to show only the taxes levied for the current year and any unpaid taxes. After the date of this Certificate, the information shown may be affected by:

- This tax certificate reflects only those charges added to the Tax Roll up to the certificate date and the Municipality will not be responsible for any damage, how so ever caused.
- The information on this certificate is based on cheques tendered being honored by the bank upon which they are drawn.
- Any credit balance appearing on this certificate is not verified. No adjustment will be made unless the credit balance is acknowledged as an overpayment.
- This certificate does not include proposed Local Improvements for which construction has not been commenced or those which have been constructed but not levied.
- This certificate will not include arrears charges for water and sewage utilities added to the tax roll subsequent to this notice. Water and Sewer Arrears Certificates for possible charges not shown may be obtained by contacting Entegrus at 519-352-6300.
- This certificate may not include any direct services to the property not added to the tax roll at the date of certification for services such as work orders involving weed cutting, property standards charges, and snow or ice removal charges etc.
- The total taxes may include additions to the Tax Roll as authorized by Provincial Legislation.
- This certificate is subject to additional taxes, which may be levied pursuant to the provisions of Section 33 and 34 of the Assessment Act R.S.O. 1990 c.A.31.
- This certificate is subject to adjustments of taxes pursuant to the provision of Section 40 of the Assessment Act R.S.O. 1990 and Sections 354, 357, 358, 361, 362, 363, 364, and 365 of the Municipal Act 2001.
- Any parcel showing two years in arrears may be in the Tax Sale Registration process, therefore payment may be required in full by certified cheque. Please contact Collections for further details and pending charges.
- This certificate may not represent all taxes levied against an individual P.I.N., as there may be multiple roll numbers assigned to an individual Property Identification Number registered on title at the Land Registry Office.
- Pursuant to Section 347 (1) of the Municipal Act, any payment received shall be applied against late payment charges, with the charges imposed earlier being discharged before charges imposed later. The payment then shall be applied against the taxes imposed with the earlier being discharged first.
- This certificate is subject to apportionments which may be made pursuant to Section 356 of the Municipal Act, 2001.
- If you have reason to believe that the tax certificate is not correct, please contact the tax office at 519-360-1998.

This is Exhibit "M" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read 'D. Harland', is written over a horizontal line.

A Commissioner for taking affidavits

DEREK HARLAND

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) Bankruptcy and Insolvency Act)

TO: 5047346 Ontario Inc., an insolvent corporation
566 Riverview Drive
Unit 104
Chatham, Ontario N7M 0N2

TAKE NOTICE THAT:

1. Hillmount Capital Mortgage Holdings Inc., a secured creditor, intends to enforce its security on the property of the insolvent person described below:

PIN No. 00528-0224 (LT)

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

City of Chatham

Regional Municipality of Ken

Ken County Land Registry Office (No. 24)

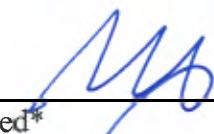
municipally known as 566 Riverview Drive, Chatham

2. The security that is to be enforced is in the form of:
 - (a) a Charge/Mortgage of Land signed October 8, 2020 and registered in the Kent Land Titles Office for the Kent Land Registry Office (No. 24) on October 8, 2020 as Instrument No. CK178671;
 - (b) a General Assignment of Rents registered in the said Land Titles Office on October 8, 2020 as Instrument No. CK178672;
 - (c) a General Security Agreement, made as of October 5, 2020;
3. The total amount of the indebtedness secured by the security is **\$3,392,722.30** as at the 18th day of June, 2024, inclusive of \$1,200.00 costs plus HST thereon for issuing this Notice, with a per diem payment thereafter of \$1,027.87 on the outstanding loan.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at the City of Toronto, this 18th day of June, 2024.

**HILLMOUNT CAPITAL MORTGAGE
HOLDINGS INC.**

by its solicitors
FOGLER, RUBINOFF LLP

Per: 

Joseph Fried*

Ste 3000, P.O. Box 95

77 King Street West

TD Centre North Tower

Toronto, Ontario M5K1G8

T: 416-864-9700

F: 416-941-8852

*on behalf of ON BEHALF OF JOSEPH FRIED PROFESSIONAL CORPORATION

Please direct any enquiries to: **Medina Young at 416-864-9700 ext. 204 cell 905-758-0530**
(myoung@foglers.com)

This Notice is a required document under the Bankruptcy & Insolvency Act ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact insolvent.

This is Exhibit "N" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND



Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

Law Clerk: Medina Young
Direct Dial: 416-864-9700 ext. 204
E-mail: myoung@foglers.com

Lawyer: Joseph Fried
Direct Dial: 416.941.8836
E-mail: jfried@foglers.com

Our File No. 243580

June 19, 2024

DELIVERED BY REGULAR LETTER MAIL
AND BY EMAIL TO PVANMOL@AGMEDICA.CA AND
JASON@ATLASGLOBALBRANDS.COM

5047346 Ontario Inc.
566 Riverview Drive
Unit 104
Chatham, Ontario
N7M 0N2

AgMedica Bioscience Inc.
566 Riverview Drive
Unit 104
Chatham, Ontario
N7M 0N2

Wellworth Health Corp.
566 Riverview Drive
Unit 104
Chatham, Ontario
N7M 0N2

8050678 Canada Inc.
566 Riverview Drive
Unit 104
Chatham, Ontario
N7M 0N2

Tavivat Naturals Inc.,
566 Riverview Drive
Unit 104
Chatham, Ontario
N7M 0N2

Unique Beverages (USA) Inc.
251 Little Falls Drive
Wilmington, Delaware
USA, 10908

Dear Sir/Madam:

Re: Hillmount Capital Mortgage Holdings Inc. (the "**Hillmount**") loan to 2472602 Ontario Inc. (now 5047346 Ontario Inc.), AgMedica Bioscience Inc., 2642466 Ontario Inc. (now 5047346 Ontario Inc.), 8895309 Canada Inc. (now Tavivat Natures Inc.), Wellworth Health Corp., 8050678 Canada Inc., 8326851 Canada Inc. (now Tavivat Natures Inc.), Tavivat Naturals Inc., World Wide Beverage Innovations Inc. (now Tavivat Natures Inc.), Unique Beverages (USA) Inc. and Esela Inc. (now 5047346 Ontario Inc.) (collectively the "**Borrower**") on 566 Riverview Drive, Chatham, Ontario evidenced by a General Security Agreement dated October 5, 2020 ("**GSA**")

Please be advised that we are solicitors for the above-noted mortgagee. **When contacting our office regarding this matter, please reference the property address.**

The Borrower is indebted to Hillmount evidenced by a Promissory Note dated October 5, 2020 and secured by the GSA provided to Hillmount as hereinafter indicated:

PAID TO FOGLER RUBINOFF, LLP (on account of discharge funds due HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.)	\$3,388,7227.41 as of June 19, 2024 (per diem \$1,027.87 after 1:00 p.m. at our client's office).
PAID TO FOGLER RUBINOFF, LLP	\$9,890.10
TOTAL as of June 19, 2024	\$3,398,117.51

Legal fees for issuing demand letter (June 11, 2024)	\$750.00
Legal fees for issuing demand letter (June 18, 2024)	\$750.00
Legal fees for issuing demand letter (June 19, 2024)	\$750.00
Legal fees for issuing the Notice of Intention to Enforce Security (June 18, 2024)	\$1,200.00
Legal fees for issuing the Notice of Intention to Enforce Security (re General Security Agreement on June 19, 2024)	\$1,500.00
Legal fees for time	\$3,575.50
HST on legal fees	\$1,108.32
Disbursements and HST	\$256.28
TOTAL PAYABLE TO FOGLER, RUBINOFF LLP	<u>\$9,890.10</u>

As you are in default of your obligations to and/or your covenants with Hillmount, as solicitors of Hillmount, we hereby demand repayment in full of the foregoing indebtedness totaling **\$3,398,117.51** with respect to the said facilities, plus all legal fees and disbursements incurred by Hillmount due to the said default, including additional legal fees incurred since June 18, 2024, up to and including the date of payment. Please be advised if we are not in receipt of payment in full of the foregoing amount, including interest accrued up to and including the date of receipt of payment plus the tax arrears noted below, on or before the close of business June 30, 2024 (the "**Demand Date**") we have instructions from Hillmount to commence whatever legal proceeding it deems necessary in order to recover the full amount of the indebtedness due and owing by the Borrower to Hillmount and to enforce all security held by Hillmount for the obligations of the Borrower to Hillmount as contemplated in the enclosed Notice of Intention to Enforce Security.

In addition to the above there are tax arrears on 566 Riverview Drive and 510 Riverview Drive of **\$355,100.40** as of June 5, 2024 with penalty and interest accruing thereof.

Please be advised the time frame indicated in this demand is without prejudice to Hillmount terminating its relationship with the Borrower if at any time between the date hereof and the

Demand Date the Borrower commits an event of default pursuant to any agreement entered into by the Borrower with Hillmount.

If the foregoing amounts fluctuate for any reason whatsoever between the date hereof and the date of payment of the indebtedness of the Borrower to Hillmount, please consider this demand effective with respect to whatever the balance of principal plus accrued and unpaid interest may be at any time between the date hereof and the Demand Date and if not paid on or before the Demand Date, be considered a demand for the balance due and owing as of the Demand Date.

Please find enclosed a Notice of Intention to Enforce Security being served upon you pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Yours very truly,

FOGLER, RUBINOFF LLP

Per: Joseph Fried**

Joseph Fried*

**On behalf of Joseph Fried Professional Corporation*

*** Executed pursuant to the Electronic Commerce Act*

E.O. & E.

cc: Hillmount Capital Inc.

This is Exhibit "O" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to be 'D. Harland', written over a horizontal line.

A Commissioner for taking affidavits

DEREK HARLAND

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) Bankruptcy and Insolvency Act)

5047346 Ontario Inc., an insolvent corporation
 566 Riverview Drive
 Unit 104
 Chatham, Ontario
 N7M 0N2

AgMedica Bioscience Inc , an insolvent corporation
 566 Riverview Drive
 Unit 104
 Chatham, Ontario
 N7M 0N2

Wellworth Health Corp., an insolvent corporation
 566 Riverview Drive
 Unit 104
 Chatham, Ontario
 N7M 0N2

8050678 Canada Inc., an insolvent corporation
 566 Riverview Drive
 Unit 104
 Chatham, Ontario
 N7M 0N2

Tavivat Naturals Inc., an insolvent corporation
 566 Riverview Drive
 Unit 104
 Chatham, Ontario
 N7M 0N2

Unique Beverages (USA) Inc., an insolvent corporation
 251 Little Falls Drive
 Wilmington, Delaware
 USA, 10908

Collectively the ("**Debtor**")

TAKE NOTICE THAT:

1. Hillmount Capital Mortgage Holdings Inc., a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All of the undertaking of the Debtor and in all of the Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called the "**Collateral**"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:

- (a) Accounts Receivable: all debts, accounts, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "**Receivables**");
- (b) Inventory: all inventory of whatever kind and wherever situated (whether or not supplied or sold by the Secured Party to the Debtor) including, without limiting the generality of the foregoing, all goods held for sale or lease or that have been leased or that are to be furnished or have been furnished under contracts for service or used or consumed in the business of the Debtor (collectively, the "**Inventory**");
- (c) Equipment: all machinery, equipment, fixtures, furniture, tools, plant, vehicles and other tangible personal property which are not Inventory, whether or not described in any schedule hereto and including, without limiting the generality of the foregoing, the items set forth in Schedule "A" annexed hereto (collectively, the "**Equipment**");
- (d) Chattel Paper: all chattel paper;
- (e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

- (f) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments (collectively, the “**Securities**”);
- (g) Intangibles: all intangibles not described in Section 2.01 (a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;
- (h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;
- (i) Accounts: all monies deposited in an account opened at a financial institution;
- (j) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.01(a) to (i) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (k) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.01(a) to (i) inclusive; and

Proceeds: all proceeds of the property described in Sections 2.01(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or the proceeds therefrom and any payment that indemnifies or compensates for the loss of or damage to such property or the proceeds therefrom

2. The security that is to be enforced is in the form of:
 - (a) a General Security Agreement, dated October 5, 2020;
3. The total amount of the indebtedness secured by the security is **\$3,398,117.51** as at the 19th day of June, 2024, inclusive of \$1,500.00 costs plus HST thereon for issuing this Notice, with a per diem payment thereafter of \$1,027.87 on the outstanding loan.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at the City of Toronto, this 19th day of June, 2024.

**HILLMOUNT CAPITAL MORTGAGE
HOLDINGS INC.**

by its solicitors
FOGLER, RUBINOFF LLP

Per: 

Carol Dirks
Ste 3000, P.O. Box 95
77 King Street West
TD Centre North Tower
Toronto, Ontario M5K1G8
T: 416-864-9700
F: 416-941-8852

Please direct any enquiries to: **Joseph Fried at 416-941-8836 (jfried@foglers.com)**

This Notice is a required document under the Bankruptcy & Insolvency Act (“Act”). The use of the word “insolvent” is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact insolvent.

This is Exhibit "P" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND

Consolidated Cash Flow - AgMedica and GreenSeal
Canadian \$
DRAFT

		17-Jun-24	24-Jun-24	July	August
Gross Receipts	Domestic	100,000	100,000	137,872	938,160
	B2B Wholesale	200,000	303,000	274,765	250,000
	International	297,200	200,000	859,564	900,745
	Rental Income	-	-	46,019	46,019
	Total Receipts	597,200	603,000	1,318,220	2,134,923
Operating Costs	Payroll	-	491,063	890,000	890,000
	Vendor Payments	108,800	114,200	786,019	804,519
	Mortgage Payments	-	-	-	-
	Utilities	125,000	-	185,000	185,000
	Insurance	-	36,000	45,000	45,000
Other Required Payments	GST/HST	-	-	60,000	60,000
	Excise Remittance/Licenses	-	35,000	65,417	362,581
	Restructuring Process	180,000	-	150,000	150,000
	Total Disbursements	413,800	676,263	2,181,436	2,497,100
Net Cash Receipts/(Disbursements)		183,400	(73,263)	(863,216)	(362,177)
Cash on Hand					
	Opening balance	218,721	402,121	328,858	365,642
	DIP Facility Draw/Repayment	-	-	900,000	500,000
	Net Cash Receipts/(Disbursements)	183,400	(73,263)	(863,216)	(362,177)
	Ending Cash Balance	402,121	328,858	365,642	503,466
DIP					
	Opening Balance	-	-	-	900,000
	DIP Facility Draw/Repayment	-	-	900,000	500,000

Ending Balance	-	-	900,000	1,400,000
DIP Requirement	3,000,000			
Property tax arrears	336,267			
Current property taxes	-			
Revised DIP requirement	3,336,267			

Month				Total
September	October	November	December	
873,331	867,348	861,962	857,116	4,735,788
200,000	200,000	200,000	200,000	1,827,765
809,085	918,170	918,170	971,416	5,874,351
36,693	36,693	36,693	36,693	238,808
1,919,109	2,022,211	2,016,825	2,065,225	12,676,712

890,000	890,000	890,000	890,000	5,831,063
776,693	776,693	776,693	776,693	4,920,308
-	-	-	-	-
135,000	135,000	135,000	135,000	1,035,000
45,000	45,000	45,000	45,000	306,000
60,000	60,000	60,000	60,000	360,000
399,816	340,890	339,006	337,309	1,880,019
150,000	150,000	150,000	150,000	1,080,000
2,456,509	2,397,583	2,395,699	2,394,002	15,412,390

(537,400)	(375,372)	(378,873)	(328,777)	(2,735,678)
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503,466	466,066	490,694	511,820	218,721
500,000	400,000	400,000	300,000	3,000,000
(537,400)	(375,372)	(378,873)	(328,777)	(2,735,678)
466,066	490,694	511,820	483,043	483,043

1,400,000	1,900,000	2,300,000	2,700,000	-
500,000	400,000	400,000	300,000	3,000,000

1,900,000	2,300,000	2,700,000	3,000,000	3,000,000
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This is Exhibit "Q" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read 'D. Harland', is written over a horizontal line.

A Commissioner for taking affidavits

DEREK HARLAND

Court File No.:

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

B E T W E E N:

**HILLMOUNT CAPITAL INC. and
HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.**

Applicants

- and -

**AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346
ONTARIO INC., 8050678 CANADA INC., and TAVIVAT NATURALS INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED;
AND SECTION 101 OF THE COURTS OF JUSTICE ACT**

CONSENT TO ACT

PRICEWATERHOUSECOOPERS INC. (“**PwC**”) hereby consents to act as Receiver and Manager of the Respondents pursuant to the terms of an order, substantially in the form attached to the application record of the Applicant, returnable June 27, 2024, as such order may be amended in a manner satisfactory to PwC.

Dated at Toronto, Ontario this 25th day of June, 2024.

PRICEWATERHOUSECOOPERS INC.



Name: Michael McTaggart
Title: Senior Vice President

This is Exhibit "R" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND

Contact

www.linkedin.com/in/dgblair
(LinkedIn)

Top Skills

IFRS

Accounting

Financial Reporting

Languages

English (Native or Bilingual)

French (Limited Working)

Certifications

Security Clearance

CFO Leadership Program

CPA, CA

Certified Competition Coach -
Curling

David Blair

Executive Director | Volunteer Board Member | Public Company
Chief Financial Officer ("CFO")
Canada

Summary

I am an executive director and volunteer board member with public-company Chief Financial Officer ("CFO") experience.

I have led governance and risk management initiatives and managed continuous disclosure obligations by establishing director competency matrices and forward agendas and developing risk registries, including mitigation strategies.

I was recruited to Phoena (formerly CannTrust) to remediate its operations, to implement systems and controls to regain its Health Canada business licenses and to resolve the multiple class action lawsuits against it. We used various tools available under the Company Creditors Arrangement Act ("CCAA") including a mediation order to resolve the outstanding litigation and resume operations.

While under CCAA protection, CannTrust raised a \$22.5 million DIP facility which converted to an exit facility. The exit facility, along with an equity investment of \$11.2 million and a \$5.5 million subordinated credit facility, allowed CannTrust to exit

I have extensive experience in external and internal financial reporting and analysis and complying with continuous disclosure documents. I have assisted with business acquisitions and divestures including financial modeling, due diligence and integration activities.

I am a Chartered Professional Accountant ("CPA, CA") with a bachelor's degree in mathematics from the University of Waterloo.

Experience

Ontario Curling Council
5 years 1 month

Secretary/Treasurer

June 2021 - Present (3 years 1 month)

Independent Councillor (Board Member)

June 2019 - Present (5 years 1 month)

Cannabis Coffee & Tea Pod Company Ltd.

Director Board of Directors

January 2020 - Present (4 years 6 months)

Northern Lights Management Corporation

President

July 2019 - Present (5 years)

Provides fractional and interim financial executive management services.

Curling Club at York University

Head Coach

April 2018 - Present (6 years 3 months)

Phoena / CannTrust

4 years 7 months

Director Board of Directors

June 2023 - April 2024 (11 months)

Chief Financial Officer

September 2022 - April 2024 (1 year 8 months)

Interim Chief Financial Officer

February 2020 - September 2022 (2 years 8 months)

Vice President Finance

October 2019 - February 2020 (5 months)

Vaughan, Ontario

Wajax Corporation

Corporate Controller

January 2011 - July 2018 (7 years 7 months)

Led the Controllershship function: Implemented new accounting standards (i.e. adoption of IFRS; implementation of IFRS 15). Designed internal controls over financial reporting and reviewed results as part of month-end process.

Managed public company reporting: Prepared financial statements, MD&A, news releases, Annual Information Return and participated in preparation of the Annual Report and Management Information Circular.

Coordinated the work of external auditors.

Implemented CEO/CFO certification process.

Played key role in securities transactions: Wajax converted to an income fund structure in 2005 and in 2010 converted back to a corporation. A private placement of \$125M in senior notes (2013) and a \$75M public offering of common shares (2015) were executed. Prepared parts of the prospectuses including responding to OSC comments.

Conducted due diligence and helped to integrate acquisitions.

Assisted in the divestiture of two US operating divisions.

Led multi-site Finance teams in Canada and the US.

Participated in ERP/IT implementations.

Managed offset liabilities under Industry Canada's Industrial and Technological Benefit credit program.

Helped to administer and convert the Defined Benefit pension plan.

Wajax Income Fund
Corporate Controller
June 2005 - December 2010 (5 years 7 months)

Kids Come First Child Care Services
Board of Directors
September 2003 - November 2008 (5 years 3 months)

Wajax Limited
Corporate Controller
March 1999 - June 2005 (6 years 4 months)

JD Edwards

Financial Analyst

1996 - 1999 (3 years)

Participated in the annual budgeting, quarterly and monthly forecasting and long-range planning processes. Booked software license revenue in accordance with American, Canadian and corporate accounting principles. Worked with sales team to ensure deals were structured in accordance with company policies. As a member of the worldwide revenue recognition team, determined revenue allocation to various geographies and calculated commissions for the sales representatives involved. Prepared monthly reports and trend analyses and explained variances of actual results versus budget and forecast. Ensured compliance with provincial and federal sales tax laws.

Apple Computers

Financial Analyst

1994 - 1996 (2 years)

Coordinated the preparation and analysis of the monthly forecast package, the monthly business package and the legal entity report. Assisted in the preparation of the annual business plan. Looked after all Canadian tax matters including coordination of income tax return preparation, responding to auditors, liaising with the Apple Corporation tax department and monitoring compliance with the Advanced Pricing Agreement (transfer pricing).

Marion Merrell Dow

Financial Analyst

1992 - 1994 (2 years)

Richmond Hill, Ontario

Performed monthly analysis, forecasting and budgeting. Provided support to cross-functional Product Management Teams that managed the cough/cold and oral health businesses.

Zittler Siblin Stein Levine

Co-op student to Audit Senior

1988 - 1991 (3 years)

Education

University of Waterloo

BMath, Accounting · (September 1985 - December 1989)

new liskeard secondary school

· (1984 - 1985)

Contact

+1-416-580-8768 (Work)
dkarasiuk@me.com

www.linkedin.com/in/dkarasiuk
(LinkedIn)

Top Skills

Strategy
Strategic Communications
Public Relations

Languages

English (Native or Bilingual)
French (Elementary)

Certifications

Behavioural Economics for Market
Research

Darren Karasiuk

CEO, CRO, Director, Advisor
Mississauga, Ontario, Canada

Experience

Phoena

Chief Restructuring Officer
April 2023 - April 2024 (1 year 1 month)

The Flowr Corporation

CEO / Chief Restructuring Officer
August 2022 - February 2023 (7 months)

Nova Cannabis Inc.

Chief Executive Officer
November 2020 - April 2022 (1 year 6 months)
Greater Toronto Area, Canada

Alcanna Inc.

Independent Director
May 2019 - March 2021 (1 year 11 months)
TSX:CLIQ

Aurora Cannabis Inc.

2 years
Chief Commercial Officer
February 2019 - August 2020 (1 year 7 months)

EVP Adult Use, Global

September 2018 - February 2019 (6 months)

Cannabis Council of Canada

Board Member
April 2018 - April 2020 (2 years 1 month)

MedReleaf

2 years 1 month
SVP/General Manager, Recreational
March 2018 - September 2018 (7 months)

Toronto

VP, Strategy

September 2016 - March 2018 (1 year 7 months)

Marijuana Policy Group

Associate

October 2016 - March 2018 (1 year 6 months)

Toronto, Canada Area

Deloitte Canada

VP, Insights and Advisory, Strategic Analytics and Modelling, Customer Advisory

August 2015 - October 2016 (1 year 3 months)

Toronto, Canada Area

Author of "Recreational Marijuana - Insights and Opportunities"

Environics Research

Vice President, Strategy

2011 - July 2015 (4 years)

Toronto, Canada Area

Communicor

Managing Director

January 2002 - November 2011 (9 years 11 months)

Toronto, Canada Area

Education

Northwestern University - Kellogg School of Management

MBA, Business Administration and Management, General · (2003 - 2005)

The University of Western Ontario

MA, Political Science · (1996 - 1998)

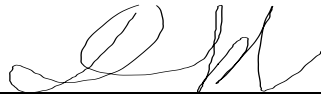
Western University

BA, Political Science · (1990 - 1994)

Université de Montréal

French

This is Exhibit "S" referred to in the
Affidavit of ITZHAK (YITZ) LEVINSON sworn by Itzhak
(Yitz) Levinson of the City of Athens, in the Country of
Greece, before me at the City of Toronto, in the Province of
Ontario, this 25th day of June, 2024 in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits

DEREK HARLAND

June 25, 2024

PricewaterhouseCoopers Inc., (“**PwC**”) solely in its capacity as intended court-appointed Receiver (the “**Receiver**”) of AgMedica Bioscience Inc., WellWorth Health Corp., 5047346 Ontario Inc., 8050678 Canada Inc. and Tavivat Naturals Inc. (collectively, the “**Debtors**”), and not in its personal or corporate capacity
18 York Street, Suite 2500
Toronto, Ontario M5J 0B2

Attention: Michael McTaggart

Dear Sir:

This letter agreement sets forth the terms and conditions that will apply to the engagement of David Blair (“Blair”) as an independent contractor in respect of the Debtors, should the Court grant an Order substantially in the form of the draft attached hereto as Schedule “A” (the “**Receivership Order**”), (i) appointing PwC as Receiver of the Debtors; and (ii) appointing Blair as CRO, as defined below.

Background

Blair understands that Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc. (collectively, “**Hillmount**”) is bringing an application pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) and section 101 of the *Courts of Justice Act* (Ontario) seeking the appointment of PwC as Receiver, and Blair as CRO, of the Debtors. The Debtors are currently subject to an Initial Order granted by the Court on June 20, 2024 in a proceeding they commenced pursuant to the *Companies’ Creditors Arrangement Act* (Canada) wherein a seven-day stay of proceedings was granted with a comeback hearing scheduled for June 27, 2024 (the “**Comeback Hearing**”). At the Comeback Hearing, Hillmount’s receivership application will be heard, together with a separate application for the appointment of PwC as Receiver over certain affiliates of the Debtors. If the Receivership Order in the form sought by Hillmount is granted, Blair will be appointed by the Court as Chief Restructuring Advisor (“**CRO**”) of the Debtors, with the authority to retain consultants to assist in carrying out the terms of this engagement letter, including but not limited to Darren Karasiuk (the “**Consultants**”). This agreement is conditional upon, and will only come into effect upon, the Receivership Order being granted in form and substance similar to the draft attached hereto as Schedule “A”. Capitalized terms used herein, including but not limited to Excluded Assets, Excluded Undertakings and Excluded Business, shall have the meanings as defined in the Receivership Order.

Scope of the Engagement

Blair hereby confirms that he has all necessary clearance and qualifications to comply with the Controlled Substances Legislation, such that he, and the Consultants he engages hereunder, can fulfil the proposed mandate in respect of the Excluded Assets, Excluded Undertakings and Excluded Business. The services to be provided by Blair in his role as CRO of the Debtors (or overseeing, delegating or directing, in the case of Consultants engaged by the CRO), shall include, in each case and at all times in compliance with the Controlled Substances Legislation:

- Undertaking all strategic, financial and operational issues relating to the Excluded Assets, Excluded Undertakings and Excluded Business of the Debtors, including as it relates to continued compliance with the Controlled Substances Legislation.
- Providing advice to the Receiver as it relates to all aspects of the Excluded Assets, Excluded Undertakings and the Excluded Business.
- Cooperating with the Receiver to ensure a coordinated realization of the Property, the Excluded Assets, Excluded Undertakings and the Excluded Business subject to the terms of the Receivership Order.
- Exercising decision-making authority in respect of all matters related to the Excluded Assets, Excluded Undertakings and the Excluded Business and providing timely updates to the Receiver. It is anticipated that current senior management, directors and officers of the Debtors will be terminated by the Receiver following its appointment and the appointment of the CRO pursuant to the Receivership Order. The Receiver will engage in discussions with Blair and any Consultants he requests to engage in such discussions, to ensure that such termination will not impair the CRO's ability to perform the CRO Services as described herein. In any event, upon its appointment, the CRO shall have sole decision-making authority as it relates to the Excluded Assets, Excluded Undertakings and the Excluded Business, to the exclusion of the existing senior management, Board or officers of the Debtors.
- Ensuring that all proceeds of sale of the Excluded Assets, Excluded Undertakings and Excluded Business are delivered to and held by the Receiver, to be addressed by the Receiver pursuant to the Receivership Order or such further Order of the Court.
- Engaging in unfettered communications with the Receiver and secured creditors of the Debtors, subject to such terms as to confidentiality in the case of creditors as the CRO may deem appropriate.
- Providing such other services relating to, or to more efficiently facilitate a realization of, the Excluded Assets, Excluded Undertakings and Excluded Business, subject to and in accordance with the Receivership Order and any further Order of the Court.

- Providing other services, as may be requested and mutually agreed between the Receiver and Blair,

(collectively, the “**CRO Services**”).

The CRO will perform the CRO Services until such time as its appointment is terminated by court Order in the receivership proceeding.

Blair will commit sufficient time to the mandate described herein to ensure that all of the services and responsibilities specified in this letter agreement are fulfilled on a timely basis as they arise. PwC and Blair recognize that the required level of involvement of the CRO in a particular week will fluctuate, based on the steps undertaken in respect of the Excluded Assets, Excluded Undertakings and Excluded Business, and the various stages of the receivership proceeding. The CRO will be available, on reasonable notice, to participate in meetings with the Receiver and any party providing interim financing to the Receiver, and to otherwise provide the services noted above as required throughout the receivership, for so long as any Excluded Assets, Excluded Undertakings or any portion of the Excluded Business of the Debtors continue to exist.

PwC acknowledges that Blair currently serves as a director of an inactive entity¹ and may in future serve as a director of, or consultant to, other corporations that are not directly competitive with the Debtors. Blair confirms that should he become a director of any corporation in future, these other activities will not interfere with the ability of Blair to provide the services contemplated by this engagement.

PwC agrees to request that its personnel cooperate fully with the CRO and provide such information and documents available to it in its capacity as Receiver as may be requested by the CRO in order to efficiently carry out its mandate. Blair acknowledges that information and documents that may be provided to the CRO by the Receiver may be based on information supplied by the Debtors, and that while all information gathered from the Debtors will be reviewed for reasonableness, the Receiver will not have independently verified the accuracy and completeness of such information.

The CRO may engage qualified outside agents as it considers necessary in order to provide the CRO Services as it relates to the Excluded Assets, Excluded Undertakings and Excluded Business and shall ensure that such outside agents provide their services under the supervision of the CRO in compliance with the Controlled Substances Legislation.

Compensation and Fees

The CRO’s compensation for this engagement will be as follows:

- A work fee of CDN\$5,000 per month plus HST payable by the Debtors, commencing on the date the Receivership Order is granted. Invoices will be rendered by the CRO to the Debtors on a monthly basis throughout this engagement

¹ Cannabis Coffee & Tea Pod Company Ltd.

and are payable by the Debtors monthly within seven (7) days of the end of each month.

- Reimbursement of reasonable expenses including, but not limited to, travel, meals, accommodations, and/or third-party clerical assistance.

Compensation payable to any Consultant retained by the CRO, who will operate at all times under the direction of the CRO, will not exceed:

- A work fee of CDN\$7,500 per week plus HST (*pro rated* for any portion of a week in the first and last month of its appointment) payable by the Debtors, commencing on the date the Receivership Order is granted. Invoices will be rendered by the Consultant to the CRO who will deliver them to the Debtors on a weekly basis throughout this engagement and are payable by the Debtors monthly within seven (7) days of the end of each month.
- Reimbursement of reasonable expenses including, but not limited to, travel, meals, accommodations, and/or third-party clerical assistance.

The CRO may engage outside agents (including appraisers or similar) as it deems necessary in order to provide the CRO Services as it relates to the Excluded Assets, Excluded Undertakings and Excluded Business, subject to consultation with the Receiver. If the CRO determines that outside agents are required, payment of such fees and reasonable expenses of such third parties will be made by the Receiver on behalf of the Debtors as a disbursement in the receivership proceeding.

Notwithstanding that this engagement letter has been executed by the Receiver, and notwithstanding anything to the contrary contained in this engagement letter, the Receiver and the CRO acknowledge and agree that (a) PwC, in its personal or corporate capacity, shall have no liability to the CRO (or any Consultant(s) it retains) in respect of any fees, expenses, indemnity obligations, or other amounts payable in relation to the engagement hereunder, and (b) any fees, expenses, indemnity obligations, or other amounts payable in relation to the engagement of the CRO (or Consultants) hereunder will be paid solely out of the Debtor's estate through receipts received during the course of the receivership, or through Receiver's Borrowings (as defined in the Receivership Order).

Confidentiality

Blair will not use any information disclosed to him by or on behalf of the Debtors that would reasonably be expected to be treated as confidential except in connection with the performance of the services described herein. Blair will not disclose such confidential information to any third party, except as may be reasonably necessary for the performance of the services to be provided by the CRO hereunder.

Other Terms and Conditions

Blair requires that the following conditions be met for it to accept this engagement:

- The CRO shall not have any liability for losses, claims, damages or liabilities as a result of carrying out the CRO Services, save and except for gross negligence or wilful misconduct, in accordance with the terms of the draft Receivership Order. If for any reason the Receivership Order that is granted by the Court does not include such protection, the CRO may immediately terminate its engagement.

The Receiver and Blair hereby acknowledge and confirm that the Receiver shall not be liable for any losses, claims, damages or liabilities as a result of Blair carrying out the CRO Services, whether directly or indirectly, and that the Receiver is not providing any indemnity to Blair in respect of his engagement hereunder.

Termination

This engagement agreement sets out the terms upon which the CRO is prepared to undertake the CRO Services, if appointed by the Court, but the CRO's appointment is pursuant to the Receivership Order and, other than set out below, may only be terminated by further court Order.

The CRO may resign immediately and terminate the engagement in the event that Blair as CRO determines, in its sole discretion, that representatives of the Debtors or any other party is:

- (a) failing to act on the advice of the CRO regarding material matters related to the Excluded Assets, Excluded Undertakings or Excluded Business;
- (b) committing acts of wrong-doing or misfeasance; or
- (c) taking actions or creating situations that prevent the CRO from properly discharging its duties and obligations.

The CRO may resign immediately and terminate the engagement if at any time, in the reasonable opinion of the CRO, a material change has occurred that unduly or materially alters the nature of the engagement, the role of the CRO or the ability of the CRO to continue the engagement.

Governing Law

This engagement agreement is governed by the laws of the province of Ontario and the federal laws of Canada. Any dispute pertaining to this engagement will be dealt with exclusively in the courts of Ontario.

[signature page follows]

Confirmation

Please indicate your acceptance of these arrangements (expressly subject to and conditional upon the Receivership Order being granted) by signing and returning one copy of this letter to the undersigned. I am pleased to discuss this letter and this engagement with you at any time. I look forward to working with you on this matter.

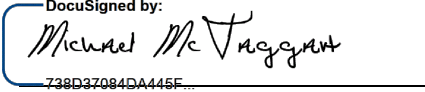
Yours very truly,



David Blair

Expressly subject to the Receivership Order being granted, and solely in our capacity as intended Receiver of the Debtors as defined above, and not in our personal or corporate capacity, for and on behalf of the Debtors:

PRICEWATERHOUSECOOPERS INC.

By:  738D37084DA445F...

Name: Michael McTaggart

Title: Senior Vice President, PwC Inc.

Date: June 25, 2024

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HILLMOUNT CAPITAL INC. et al.

Applicants

-AND-

AGMEDICA BIOSCIENCE INC., et al.

Respondents

Court File No.: CV-24-00722700-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto, Ontario

AFFIDAVIT OF ITZHAK (YITZ) LEVINSON
(Affirmed June 25, 2024)

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

D.J. Miller (LSO #34393P)
Tel: (416) 304-0559 / Email: djmiller@tgf.ca

Derek Harland (LSO #79504N)
Tel: (416) 304-1127 / Email: dkharland@tgf.ca

Lawyers for the Applicants

TAB 3

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

THE HONOURABLE	)	THURSDAY, THE 27 th
	)	
JUSTICE PENNY	)	DAY OF JUNE, 2024

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

**HILLMOUNT CAPITAL INC. and
HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.**

Applicants

**AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP.,
5047346 ONTARIO INC., 8050678 CANADA INC., and TAVIVAT NATURALS INC.**

Respondents

RECEIVERSHIP ORDER

THIS APPLICATION made by the Applicants for an Order, *inter alia*, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing PricewaterhouseCoopers Inc. ("**PwC**") as receiver (in such capacity, the "**Receiver**") without security, of all of the present and future assets, undertakings and real and personal property of AgMedica Bioscience Inc. ("**AgMedica**"), Wellworth Health Corp., 5047346 Ontario Inc. ("**5047 Ontario**"), 8050678 Canada Inc., and TavivaT Naturals Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Respondents, including all proceeds thereof, but not in respect of the Excluded Assets, Excluded Undertakings or Excluded Business (each as defined below), was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Yitz Levinson affirmed June 25, 2024 (the “**Levinson Affidavit**”), and on hearing the submissions of counsel for the Applicants, the proposed Receiver and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service sworn and filed, and on reading the consent of PwC to act as the Receiver,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Levinson Affidavit.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, PwC is hereby appointed Receiver, without security, of all of the present and future assets, undertakings and real and personal property of the Debtors, including but not limited to, the real property municipally known as 510 and 566 Riverview Drive, Chatham-Kent, Ontario and as more specifically described in Schedule “A” hereto (the “**Real Property**”), acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof, but not in respect of the Excluded Assets, Excluded Undertakings or Excluded Business (each as defined below) (collectively, the “**Property**”).
4. **THIS COURT ORDERS** that the Receiver is authorized to market and sell the Real Property (and such activities as are incidental to same) and to retain the proceeds of sale from any such sale of the Real Property (the “**Proceeds of Sale**”) and to collect all rents from tenants (“**Rents**”). In fulfilling the Receiver’s mandate and exercising all of its powers pursuant to this Order, including but not limited to the marketing and sale of the Real Property, the Receiver shall not be deemed to have taken possession and control of the Real Property and shall enjoy all of the protections set out in paragraph 23 herein.

EXCLUSION OF CANNABIS ASSETS AND OPERATIONS

5. **THIS COURT ORDERS** that, notwithstanding anything else contained herein, the Receiver shall not take possession of any assets of the Debtors for which any permit or license issued in accordance, or in connection, with the following legislation:

- (a) *Excise Act, 2001*, S.C. 2002, c. 22;
- (b) *Cannabis Act*, S.C. 2018, c. C.16;
- (c) *Cannabis Control Act*, 2017 S.O. 2017, c. 26;
- (d) *Ontario Cannabis Retail Corporation Act, 2017*, S.O. 2017, c. 26; or
- (e) *Cannabis License Act, 2018*, S.O. 2018, c. 12,

and any regulations issued in connection therewith (collectively, the “**Controlled Substances Legislation**”) is required (the “**Excluded Assets**”).

6. **THIS COURT ORDERS** that, notwithstanding anything else contained herein, the Receiver shall have no authority over the undertakings of the Debtors insofar as they concern the Excluded Assets (the “**Excluded Undertakings**”).

7. **THIS COURT ORDERS** that, notwithstanding any other provision hereof, the Receiver shall not manage, operate, carry on or control (nor shall it be deemed to have managed, operated, carried on or controlled) the business of the Debtors insofar as the business concerns the Excluded Assets or Excluded Undertakings (such business, the “**Excluded Business**”).

8. **THIS COURT ORDERS** that the Excluded Assets shall remain in the possession and control of the Debtors, and the Debtors shall continue to have authority over the Excluded Undertakings and continue to manage, operate, carry on and control the Excluded Business in accordance with applicable Controlled Substances Legislation.

9. **THIS COURT ORDERS** that, for greater certainty, nothing herein shall require the Receiver to take possession of any property or substances subject to any Controlled Substances Legislation and the Receiver shall not, as a result of this Order or anything done by the Receiver

in accordance with this Order or any subsequent Order of the Court in this proceeding, be deemed to be in possession of any property or substances subject to any Controlled Substances Legislation.

RECEIVER'S POWERS

10. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, and subject to the provisions of paragraphs 4 and 23 of this Order, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including any Proceeds of Sale and the Rents;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to the extent permitted by this Order and subject to the availability of any funding provided to the Receiver, to manage, operate, and carry on the business of the Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business other than the Excluded Business in connection with the Property, cease to carry on all or any part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of any of the Debtors in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on

whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to enter into the engagement letter with the Chief Restructuring Advisor David Blair (the “**CRO**”) substantially in the form attached as Exhibit “S” to the Levinson Affidavit, *nunc pro tunc*;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any of them, in connection with the Property or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors in connection with the Property;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (as such proceedings relate to the Property or any portion thereof), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including without limitation the Real Property, including advertising and soliciting offers in respect of the

Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,500,000;
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
 - (iii) and in each case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Property or any part or parts thereof;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof, except for those permits, licenses, approvals or permissions required under any

Controlled Substances Legislation, for and on behalf of and, if thought desirable by the Receiver, in the name of any of the Debtors;

- (q) to take steps and actions necessary to maintain or prepare the Real Property for realization, including arranging for any repairs and maintenance as necessary;
- (r) to secure the Property to protect it from vandalism, theft and damage;
- (s) to assign the Debtors, or any of them, into bankruptcy, and to act as trustee in bankruptcy, pursuant to the BIA;
- (t) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors;
- (u) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including any of the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

11. **THIS COURT ORDERS** that: (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, advisors, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any of the Property in each such Person’s possession or

control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

12. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, patents, patent applications, documents, securities, contracts, orders, corporate and accounting records, bank account information and any other papers, records and information of any kind related to the business or affairs of the Debtors or the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 12 or in paragraph 13 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

13. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

15. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

16. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

17. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment to which the Debtors are subject, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

18. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

20. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

21. **THIS COURT ORDERS** that any and all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

22. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

23. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the

protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property, including the Real Property, within the meaning of any Environmental Legislation, unless it is actually in possession, and, *for greater certainty*, in accordance with paragraph 4 of this Order, in fulfilling its obligations hereunder, the Receiver shall not be deemed to have taken or maintained possession or control of the Real Property, or any part thereof.

LIMITATION ON THE RECEIVER’S LIABILITY

24. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

25. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and

encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

27. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

28. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures (the "**Receiver's Borrowings**"). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the Receiver's Borrowings, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

29. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

30. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Receiver’s Certificates**”) for the Receiver’s Borrowings pursuant to this Order.

31. **THIS COURT ORDERS** that the Receiver’s Borrowings borrowed pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

CHIEF RESTRUCTURING ADVISOR

32. **THIS COURT ORDERS** that the engagement agreement between PwC, solely in its capacity as the intended Receiver of the Debtors, and David Blair, whereby the intended Receiver has engaged David Blair to act as Chief Restructuring Advisor (CRO) of the Debtors in respect of the Excluded Assets, Excluded Undertakings and the Excluded Business, a copy of which is attached as **Exhibit “S”** to the Levinson Affidavit (the “**CRO Engagement Letter**”), and the appointment of the CRO pursuant to the terms thereof as confirmed by this Order, is hereby approved *nunc pro tunc*, including, without limitation, payment of the fees and expenses contemplated thereby (the “**CRO Fees**”).

33. **THIS COURT ORDERS** that the CRO shall be responsible for performing its functions and obligations as set out in the CRO Engagement Letter and shall provide timely updates to the Receiver in respect of such functions and obligations.

34. **THIS COURT ORDERS** that, unless otherwise agreed to in writing, neither the CRO nor any other person engaged by the CRO to provide services pursuant to the CRO Engagement Letter (each, a “**Consultant**”) shall be or be deemed to be a director, *de facto* director, an officer or employee of any of the Debtors.

35. **THIS COURT ORDERS** that neither the CRO nor any Consultant engaged by the CRO shall, as a result of the performance of their obligations and duties under the CRO Engagement Letter in accordance with the terms of the CRO Engagement Letter, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation or the Controlled Substances Legislation.

36. **THIS COURT ORDERS** that neither the CRO nor any Consultant shall have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO and/or any such Consultant.

37. **THIS COURT ORDERS** that neither the CRO nor any Consultant shall incur any liability or obligation as a result of the appointment of the CRO or the carrying out by it of the provisions of this Order or the CRO Engagement Letter, including under any Controlled Substances Legislation, save and except for any gross negligence or wilful misconduct on the part of the CRO and/or any Consultant.

38. **THIS COURT ORDERS** that no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO and/or any Consultant, and all rights and remedies of any Person against or in respect of the CRO and/or any Consultant are hereby stayed and suspended, except with the written consent of the CRO or with leave of this court on notice to the Receiver and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Receiver and the CRO at least seven (7) days prior to the return date of any such motion for leave.

CANNABIS EXCISE LICENSE

39. **THIS COURT ORDERS** that the status quo in respect of AgMedica's cannabis excise license (the "**License**") shall be preserved and maintained to April 4, 2025 or further order of the Court (the "**License Period**") and, to the extent the License may expire during the License Period, the term of the License shall be deemed to be extended by a period equal to the License Period.

40. **THIS COURT ORDERS** that the Canada Revenue Agency shall be stayed from taking any actions against AgMedica with respect to the cannabis stamps and cannabis inventory.

41. **THIS COURT ORDERS** that AgMedica shall be permitted to continue selling its cannabis inventory in the ordinary course under the License and AgMedica shall pay any excise

taxes that may be payable in relation to products sold by AgMedica that are excise stamped and sold after the date of this Order, which shall be paid in the ordinary course.

42. **THIS COURT ORDERS** that the CRO shall approve every sale of the cannabis inventory in the ordinary course of business.

SERVICE AND NOTICE

43. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: [PwC to provide URL].

44. **THIS COURT ORDERS** that the Debtors, the Receiver, the Applicants and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

45. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or email transmission to the Debtors’ creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by

e-mail transmission shall be deemed to be received on the same business day as transmission, or if sent by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

46. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

47. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or Europe to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

48. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a foreign representative in respect of the Debtors and the within proceedings for the purpose of having the within proceedings and this or any other Orders made in the within proceedings recognized in a jurisdiction outside Canada.

49. **THIS COURT ORDERS** that the Applicants shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicants' security or, if not so provided by the Applicants' security, then on a full indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

50. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party

likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

51. **THIS COURT ORDERS** that this Order and all its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

REGISTRATION ON TITLE

52. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Kent County (LRO #24) accept this Order for registration on title to the Real Property described in Schedule “A” hereto.

**SCHEDULE “A”
REAL PROPERTY**

PIN 00528 – 0224 (LT): FIRSTLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 2, 3, 4 & 5 24R9361; SECONDLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 4 & 5 24R7621 EXCEPT PARTS 1, 2, 3, 4 & 5 24R9361; SUBJECT TO AN EASEMENT OVER PT 4 24R9361 IN FAVOUR OF PT LT 20 CON 1 RALEIGH PT 1 24R1643 AS IN 340724; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 1 24R1855 AS IN 164642; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 24R9361 AS IN 576414; SUBJECT TO AN EASEMENT OVER PART 3 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT AS IN 164642; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 3 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; MUNICIPALITY CHATHAM-KENT

SCHEDULE “B”
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that PricewaterhouseCoopers Inc., the receiver (in such capacity, the “**Receiver**”), without security, of all of the present and future assets, undertakings and real and personal property of AgMedica Bioscience Inc., Wellworth Health Corp., 5047346 Ontario Inc., 8050678 Canada Inc., and TavivaT Naturals Inc., including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the [●] day of June, 2024 (the “**Order**”) made in an action having Court file number [●], has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2024.

PricewaterhouseCoopers Inc., solely in its
capacity as Receiver of the Property, and not in
its personal or corporate capacity

Per: _____

Name:

Title:

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HILLMOUNT CAPITAL INC., et al.
Applicants

- and -

AGMEDICA BIOSCIENCE INC., et al.
Respondents

Court File No. CV-24-00722700-00CL

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

Proceedings commenced at Toronto, Ontario

RECEIVERSHIP ORDER

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Lawyers for the Applicants

TAB 4

~~Court File No.~~

Court File No.: CV-24-00722700-00CL

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

THE HONOURABLE) ~~WEEKDAY~~THURSDAY, THE #27th
JUSTICE ~~—~~PENNY)
DAY OF ~~MONTH~~JUNE, ~~20YR~~2024

~~PLAINTIFF~~¹

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended

B E T W E E N:

**HILLMOUNT CAPITAL INC. and
HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.**

~~Plaintiff~~Applicants

~~—and—~~

**AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP.,
5047346 ONTARIO INC., 8050678 CANADA INC., and TAVIVAT NATURALS INC.**

~~DEFENDANT~~Respondents

~~Defendant~~

**RECEIVERSHIP ORDER
(~~appointing Receiver~~)**

¹The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~² Applicants for an Order, *inter alia*, pursuant to ~~section~~subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~PricewaterhouseCoopers Inc. ("PwC") as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "**Receiver**") without security, of all of the present and future assets, undertakings and ~~properties of [DEBTOR'S NAME]~~ (the "~~Debtor~~"real and personal property of AgMedica Bioscience Inc. ("AgMedica"), Wellworth Health Corp., 5047346 Ontario Inc. ("5047 Ontario"), 8050678 Canada Inc., and TavivaT Naturals Inc. (collectively, the "Debtors")) acquired for, or used in relation to a business carried on by the ~~Debtor~~Respondents, including all proceeds thereof, but not in respect of the Excluded Assets, Excluded Undertakings or Excluded Business (each as defined below), was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the ~~affidavit of [NAME] sworn [DATE] and the Exhibits thereto~~Affidavit of Yitz Levinson affirmed June 25, 2024 (the "Levinson Affidavit"), and on hearing the submissions of counsel for ~~[NAMES]~~the Applicants, the proposed Receiver and such other parties listed on the Participant Information Form, no one appearing for ~~[NAME]~~any other party although duly served as appears from the affidavit of service ~~of [NAME]~~ sworn ~~[DATE]~~and filed, and on reading the consent of ~~[RECEIVER'S NAME]~~PwC to act as the Receiver,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this ~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Levinson Affidavit.

²~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

³~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

APPOINTMENT

3. ~~2.~~ **THIS COURT ORDERS** that pursuant to ~~section~~subsection 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~PwC is hereby appointed Receiver, without security, of all of the present and future assets, undertakings and ~~properties of the Debtor~~real and personal property of the Debtors, including but not limited to, the real property municipally known as 510 and 566 Riverview Drive, Chatham-Kent, Ontario and as more specifically described in Schedule "A" hereto (the "Real Property"), acquired for, or used in relation to, a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof ~~(the "~~but not in respect of the Excluded Assets, Excluded Undertakings or Excluded Business (each as defined below) (collectively, the "Property"~~)~~).

4. **THIS COURT ORDERS** that the Receiver is authorized to market and sell the Real Property (and such activities as are incidental to same) and to retain the proceeds of sale from any such sale of the Real Property (the **"Proceeds of Sale"**) and to collect all rents from tenants (**"Rents"**). In fulfilling the Receiver's mandate and exercising all of its powers pursuant to this Order, including but not limited to the marketing and sale of the Real Property, the Receiver shall not be deemed to have taken possession and control of the Real Property and shall enjoy all of the protections set out in paragraph 23 herein.

EXCLUSION OF CANNABIS ASSETS AND OPERATIONS

5. **THIS COURT ORDERS** that, notwithstanding anything else contained herein, the Receiver shall not take possession of any assets of the Debtors for which any permit or license issued in accordance, or in connection, with the following legislation:

- (a) *Excise Act, 2001, S.C. 2002, c. 22;*
- (b) *Cannabis Act, S.C. 2018, c. C.16;*
- (c) *Cannabis Control Act, 2017 S.O. 2017, c. 26;*
- (d) *Ontario Cannabis Retail Corporation Act, 2017, S.O. 2017, c. 26; or*
- (e) *Cannabis License Act, 2018, S.O. 2018, c. 12,*

and any regulations issued in connection therewith (collectively, the “Controlled Substances Legislation”) is required (the “Excluded Assets”).

6. THIS COURT ORDERS that, notwithstanding anything else contained herein, the Receiver shall have no authority over the undertakings of the Debtors insofar as they concern the Excluded Assets (the “Excluded Undertakings”).

7. THIS COURT ORDERS that, notwithstanding any other provision hereof, the Receiver shall not manage, operate, carry on or control (nor shall it be deemed to have managed, operated, carried on or controlled) the business of the Debtors insofar as the business concerns the Excluded Assets or Excluded Undertakings (such business, the “Excluded Business”).

8. THIS COURT ORDERS that the Excluded Assets shall remain in the possession and control of the Debtors, and the Debtors shall continue to have authority over the Excluded Undertakings and continue to manage, operate, carry on and control the Excluded Business in accordance with applicable Controlled Substances Legislation.

9. THIS COURT ORDERS that, for greater certainty, nothing herein shall require the Receiver to take possession of any property or substances subject to any Controlled Substances Legislation and the Receiver shall not, as a result of this Order or anything done by the Receiver in accordance with this Order or any subsequent Order of the Court in this proceeding, be deemed to be in possession of any property or substances subject to any Controlled Substances Legislation.

RECEIVER’S POWERS

10. ~~3.~~ THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, and subject to the provisions of paragraphs 4 and 23 of this Order, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including any Proceeds of Sale and the Rents;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to the extent permitted by this Order and subject to the availability of any funding provided to the Receiver, to manage, operate, and carry on the business of the ~~Debtor~~ Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements, or incur any obligations in the ordinary course of business other than the Excluded Business in connection with the Property, cease to carry on all or any part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of ~~the Debtor~~ any of the Debtors in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to enter into the engagement letter with the Chief Restructuring Advisor David Blair (the "CRO") substantially in the form attached as Exhibit "S" to the Levinson Affidavit, nunc pro tunc;
- (f) ~~(e)~~ to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~ Debtors, or any of them, in connection with the Property or any part or parts thereof;
- (g) ~~(f)~~ to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~ Debtors and to exercise all remedies of the

~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;

- (h) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors in connection with the Property;
- (i) ~~(h)~~ to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (j) ~~(i)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors (as such proceedings relate to the Property or any portion thereof), the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) ~~(j)~~ to market any or all of the Property, including without limitation the Real Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) ~~(k)~~ to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate

⁴ ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

consideration for all such transactions does not exceed
\$~~_____~~2,500,000; ~~and~~

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

(iii) and in each ~~such~~ case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for~~ section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply;~~

(m) ~~(h)~~ to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting ~~such~~the Property or any part or parts thereof;

(n) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) ~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof, except for those permits, licenses, approvals or permissions required under any Controlled Substances Legislation, for and on behalf of and, if thought desirable by the Receiver, in the name of any of the ~~Debtor~~Debtors;

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (q) to take steps and actions necessary to maintain or prepare the Real Property for realization, including arranging for any repairs and maintenance as necessary;
- (r) to secure the Property to protect it from vandalism, theft and damage;
- (s) to assign the Debtors, or any of them, into bankruptcy, and to act as trustee in bankruptcy, pursuant to the BIA;
- (t) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor~~ Debtors;
- (u) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~ Debtors may have; and
- (v) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including any of the ~~Debtor~~ Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

11. ~~4.~~ **THIS COURT ORDERS** that: (i) the ~~Debtor~~ Debtors, (ii) all of ~~its~~ their current and former directors, officers, employees, agents, advisors, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~ their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any of the Property in ~~such Person's~~ each such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

12. ~~5.~~ **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, patents, patent applications, documents, securities, contracts, orders, corporate and accounting records, bank account information and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~ Debtors or the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that ~~Person's~~ Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph ~~5~~12 or in paragraph ~~6~~13 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

13. ~~6.~~ **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

14. ~~7.~~ **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord

disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

15. ~~8.~~ **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

16. ~~9.~~ **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

17. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment to which the Debtors are subject, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

18. ~~11.~~ **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

20. ~~13.~~ **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

21. ~~14.~~ **THIS COURT ORDERS** that any and all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in ~~section~~subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under ~~sections~~subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

22. ~~15.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a ~~"Sale"~~"Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

23. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, ~~"Possession"~~"Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation,

enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property, including the Real Property, within the meaning of any Environmental Legislation, unless it is actually in possession, and, for greater certainty, in accordance with paragraph 4 of this Order, in fulfilling its obligations hereunder, the Receiver shall not be deemed to have taken or maintained possession or control of the Real Property, or any part thereof.

LIMITATION ON THE RECEIVER'S LIABILITY

24. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under ~~sections~~subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

~~RECEIVER'S~~RECEIVER'S ACCOUNTS

25. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "~~Receiver's~~Receiver's **Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the ~~Receiver's~~Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges

and encumbrances, statutory or otherwise, in favour of any Person, but subject to ~~sections~~subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

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

27. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

28. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures (the "Receiver's Borrowings"). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "~~Receiver's~~Receiver's Borrowings Charge") as security for the payment of the ~~monies borrowed~~Receiver's Borrowings, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the ~~Receiver's~~Receiver's Charge and the charges as set out in ~~sections~~subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

29. ~~22.~~ **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

30. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule ~~"A"~~"B" hereto (the "**Receiver's Certificates**") for ~~any amount borrowed by it~~the Receiver's Borrowings pursuant to this Order.

31. ~~24.~~ **THIS COURT ORDERS** that the ~~monies from time to time~~Receiver's Borrowings borrowed ~~by the Receiver~~ pursuant to this Order or any further order of this Court and any and all ~~Receiver's~~Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued ~~Receiver's~~Receiver's Certificates.

CHIEF RESTRUCTURING ADVISOR

32. **THIS COURT ORDERS** that the engagement agreement between PwC, solely in its capacity as the intended Receiver of the Debtors, and David Blair, whereby the intended Receiver has engaged David Blair to act as Chief Restructuring Advisor (CRO) of the Debtors in respect of the Excluded Assets, Excluded Undertakings and the Excluded Business, a copy of which is attached as **Exhibit "S"** to the Levinson Affidavit (the "**CRO Engagement Letter**"), and the appointment of the CRO pursuant to the terms thereof as confirmed by this Order, is hereby approved *nunc pro tunc*, including, without limitation, payment of the fees and expenses contemplated thereby (the "**CRO Fees**").

33. **THIS COURT ORDERS** that the CRO shall be responsible for performing its functions and obligations as set out in the CRO Engagement Letter and shall provide timely updates to the Receiver in respect of such functions and obligations.

34. **THIS COURT ORDERS** that, unless otherwise agreed to in writing, neither the CRO nor any other person engaged by the CRO to provide services pursuant to the CRO Engagement Letter (each, a "**Consultant**") shall be or be deemed to be a director, *de facto* director, an officer or employee of any of the Debtors.

35. **THIS COURT ORDERS** that neither the CRO nor any Consultant engaged by the CRO shall, as a result of the performance of their obligations and duties under the CRO Engagement Letter in accordance with the terms of the CRO Engagement Letter, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation or the Controlled Substances Legislation.

36. **THIS COURT ORDERS** that neither the CRO nor any Consultant shall have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO and/or any such Consultant.

37. **THIS COURT ORDERS** that neither the CRO nor any Consultant shall incur any liability or obligation as a result of the appointment of the CRO or the carrying out by it of the provisions of this Order or the CRO Engagement Letter, including under any Controlled Substances Legislation, save and except for any gross negligence or wilful misconduct on the part of the CRO and/or any Consultant.

38. **THIS COURT ORDERS** that no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO and/or any Consultant, and all rights and remedies of any Person against or in respect of the CRO and/or any Consultant are hereby stayed and suspended, except with the written consent of the CRO or with leave of this court on notice to the Receiver and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Receiver and the CRO at least seven (7) days prior to the return date of any such motion for leave.

CANNABIS EXCISE LICENSE

39. **THIS COURT ORDERS** that the status quo in respect of AgMedica's cannabis excise license (the "**License**") shall be preserved and maintained to April 4, 2025 or further order of the Court (the "**License Period**") and, to the extent the License may expire during the License Period, the term of the License shall be deemed to be extended by a period equal to the License Period.

40. **THIS COURT ORDERS** that the Canada Revenue Agency shall be stayed from taking any actions against AgMedica with respect to the cannabis stamps and cannabis inventory.

41. **THIS COURT ORDERS** that AgMedica shall be permitted to continue selling its cannabis inventory in the ordinary course under the License and AgMedica shall pay any excise taxes that may be payable in relation to products sold by AgMedica that are excise stamped and sold after the date of this Order, which shall be paid in the ordinary course.

42. **THIS COURT ORDERS** that the CRO shall approve every sale of the cannabis inventory in the ordinary course of business.

SERVICE AND NOTICE

43. ~~25.~~ **THIS COURT ORDERS** that the E-Service ~~Protocol~~Guide of the Commercial List (the “~~Protocol~~Guide”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the ~~Protocol~~Guide (which can be found on the Commercial List website at ~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph ~~24~~13 of the ~~Protocol~~Guide, service of documents in accordance with the ~~Protocol~~Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the ~~Protocol~~Guide with the following URL ~~“<@>”~~: [PwC to provide URL].

44. **THIS COURT ORDERS** that the Debtors, the Receiver, the Applicants and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

45. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the ~~Protocol~~Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by

forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery ~~or~~, facsimile or email transmission to the ~~Debtor's~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by e-mail transmission shall be deemed to be received on the same business day as transmission, or if sent by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

46. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

~~28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.~~

47. ~~29.~~ **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 Europe to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

48. ~~30.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a foreign representative in respect of the Debtors and the within proceedings for the purpose of having ~~these~~the within proceedings and this or any other Orders made in the within proceedings recognized in a jurisdiction outside Canada.

49. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicants shall have its costs of this ~~motion~~Application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff's~~Applicants' security or, if not so provided by the ~~Plaintiff's~~Applicants' security,

then on a ~~substantial~~full indemnity basis to be paid by the Receiver from the ~~Debtor's~~
~~estate~~Debtors' estates with such priority and at such time as this Court may determine.

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

51. **THIS COURT ORDERS** that this Order and all its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

REGISTRATION ON TITLE

52. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Kent County (LRO #24) accept this Order for registration on title to the Real Property described in Schedule "A" hereto.

SCHEDULE "A"
REAL PROPERTY

PIN 00528 – 0224 (LT): **FIRSTLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 2, 3, 4 & 5 24R9361; SECONDLY: PART LOT 19 CONCESSION 1 RALEIGH PARTS 1, 4 & 5 24R7621 EXCEPT PARTS 1, 2, 3, 4 & 5 24R9361; SUBJECT TO AN EASEMENT OVER PT 4 24R9361 IN FAVOUR OF PT LT 20 CON 1 RALEIGH PT 1 24R1643 AS IN 340724; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 1 24R1855 AS IN 164642; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 4 & 5 24R9361 AS IN 576414; SUBJECT TO AN EASEMENT OVER PART 3 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT AS IN 164642; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PT 3 24R9361 AS IN CK68020; TOGETHER WITH AN EASEMENT OVER PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; SUBJECT TO AN EASEMENT OVER PTS 1, 4 & 5 24R7621 EXCEPT PTS 1, 2, 3, 4 & 5 24R9361 IN FAVOUR OF PT LT 19 CON 1 RALEIGH PTS 1, 2, 3, 4 & 5 24R9361 AS IN CK68020; MUNICIPALITY CHATHAM-KENT**

SCHEDULE "A" "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME]~~ PricewaterhouseCoopers Inc., the receiver (in such capacity, the **"Receiver"**), without security, of all of the present and future assets, undertakings and ~~properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor~~ real and personal property of AgMedica Bioscience Inc., Wellworth Health Corp., 5047346 Ontario Inc., 8050678 Canada Inc., and TavivaT Naturals Inc., including all proceeds thereof (collectively, the **"Property"**) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated the —[●]— day of —June—, 20—2024 (the **"Order"**) made in an action having Court file number —CL— [●], has received as such Receiver from the holder of this certificate (the **"Lender"**) the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, ~~20~~2024.

~~[RECEIVER'S
NAME]~~PricewaterhouseCoopers Inc., solely
in its capacity
- as Receiver of the Property, and not in its
personal or corporate capacity

Per: _____

Name:

Title:

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<u>IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended</u>		
<u>HILLMOUNT CAPITAL INC., et al.</u>	- and -	<u>AGMEDICA BIOSCIENCE INC., et al.</u>
<u>Applicants</u>		<u>Respondents</u>
<u>Court File No. CV-24-00722700-00CL</u>		
<u>ONTARIO</u> <u>SUPERIOR COURT OF JUSTICE</u> <u>(COMMERCIAL LIST)</u> <u>Proceedings commenced at Toronto, Ontario</u>		
<u>RECEIVERSHIP ORDER</u>		
<u>Thornton Grout Finnigan LLP</u> <u>TD West Tower, Toronto-Dominion Centre</u> <u>100 Wellington Street West, Suite 3200</u> <u>Toronto, ON M5K 1K7</u> <u>D.J. Miller (LSO# 34393P)</u> <u>Tel: (416) 304-0559</u> <u>Email: djmiller@tgf.ca</u> <u>Derek Harland (LSO #79504N)</u> <u>Tel: (416) 304-1127</u> <u>Email: dharland@tgf.ca</u> <u>Lawyers for the Applicants</u>		

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IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HILLMOUNT CAPITAL INC. et al.

Applicants

- and -

AGMEDICA BIOSCIENCE INC., et al.

Respondents

Court File No. CV-24-00722700-00CL

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

Proceedings commenced at Toronto, Ontario

APPLICATION RECORD

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