Court File No. CV-24-00722386-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY, LTD., GREENSEAL NURSERY, LTD., AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC. AND TAVIVAT NATURALS INC.

Applicants

MOTION RECORD OF THE APPLICANTS
(THIRD AMENDED AND RESTATED INITIAL ORDER
RETURNABLE JULY 9, 2024)

July 8, 2024

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TO: **THE SERVICE LIST**

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APPLICANTS

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Applicants

NOTICE OF MOTION
(returnable July 9, 2024)

The Applicants, Atlas Global Brands Inc. ("**Atlas**") as well as the "**Ontario Subsidiaries**", namely, GreenSeal Cannabis Company, Ltd. ("**GreenSeal**"), GreenSeal Nursery, Ltd. ("**GreenSeal Nursery**"), AgMedica Bioscience Inc. ("**AgMedica**"), Wellworth Health Corp. ("**Wellworth**"), 5047346 Ontario Inc. ("**5047 Ontario**"), 8050678 Canada Inc. ("**8050 Canada**") and Tavivat Naturals Inc. ("**Tavivat**"), will make a motion before the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) on July 9, 2024 at 10:00 am, or as soon as possible after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

☐ In writing under subrule 37.12.1 (1);

☐ In writing as an opposed motion under subrule 37.12.1 (4);

☐ In person;

☐ By telephone conference;

☒ By video conference.

at the following location:

https://ca01web.zoom.us/j/65400327305?pwd=WC91RjNENjNnZ1Q2NHpvbDlzaUNldz09#success

Meeting ID: 654 0032 7305

Passcode: 082269

THIS MOTION IS FOR:

1. A Third Amended and Restated Initial Order ("**TARIO**") substantially in the form included in the Supplementary Motion Record, *inter alia*:

   (a) in relation to GreenSeal, extending the Stay Period to July 26, 2024;

   (b) authorizing GreenSeal to pay the Advance Repayments (as defined below) to Stoke as described in the Fifth Cervi Affidavit (as defined below);

   (c) authorizing GreenSeal to use the Reserve Amount (as defined below) to fund working capital subject to the limits described in the Fifth Cervi Affidavit (as defined below);

   (d) granting a priority charge to Stoke, the Stoke Receivables Charge (as defined below);

   (e) approving the appointment of an Information Liaison (as defined below); and

   (f) sealing the Second Confidential Affidavit of Jason Cervi affirmed on July 8, 2024 (the "**Second Cervi Confidential Affidavit**").

2. Such further and other relief as this Court may deem just and equitable.

3. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Affidavit of Jason Cervi affirmed June 19, 2024 (the "**Initial Cervi Affidavit**"), the Affidavit of

Jason Cervi affirmed June 28, 2024 (the "**Second Cervi Affidavit**"), the Affidavit of Jason Cervi affirmed June 30, 2024 (the "**Third Cervi Affidavit**"), the Affidavit of Jason Cervi affirmed on July 4, 2024 (the "**Fourth Cervi Affidavit**"), and the Affidavit of Jason Cervi affirmed on July 8, 2024 (the "**Fifth Cervi Affidavit**").

THE GROUNDS FOR THE MOTION ARE:

Background

4. The Atlas Group is vertically integrated with operations in Canada and Israel, and with sales in eight international markets. The principal business activity of the Atlas Group is the production, distribution, and sale of cannabis internationally and in Canada. Its medical cannabis is currently sold and distributed in Canada, Australia, Germany, Israel, Denmark, Norway, Spain, and United Kingdom. Atlas also sells cannabis for the adult recreational market in Canada;

5. Atlas is a public company and a reporting issuer in Alberta, British Columbia, Manitoba, and Ontario. The common shares of Atlas are listed on the CSE under the ticker symbol "ATL". Atlas is currently subject to a cease-to-trade order;

6. On June 20, 2024, the Honourable Justice Penny granted an initial order (the "**Initial Order**") which, *inter alia*, appointed Ernst & Young Inc. as Monitor over the Applicants (in such capacity, the "**Monitor**") and provided protection to the Applicants under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**");

7. On July 2, 2024, the Honourable Justice Penny granted an Amended and Restated Initial Order (the "**ARIO**") which, *inter alia*, granted:

(a) an extension of the Stay Period to July 5, 2024, in relation to GreenSeal;

(b) an extension of the Stay Period to July 26, 2024, in relation to the Applicants other than GreenSeal;

(c) approval for the DIP Term Sheet, and authorized the Applicants, other than GreenSeal, to borrow under the facility provided under the DIP Term Sheet in the maximum amount of $5,000,000, which borrowings are to be secured by the DIP Lender's Charge;

(d) approval for the Bridge Term Sheet and authorized the Applicants other than GreelSeal to borrow under the facility provided under the Bridge Term Sheet, in the maximum amount of $3,750,000, in order to pay out Hillmount;

(e) granting and/or amending the following charges over the property of the Applicant (as defined in the ARIO), subject to certain caveats:

(i) Administration Charge, in the maximum amount of $600,000;

(ii) DIP Lender's Charge, in the maximum amount of $5,000,000;

(iii) Bridge DIP Charge, in the maximum amount of $3,750,000;

(iv) Directors' Charge, in the maximum amount of $680,000; and

(v) GreenSeal Directors' Charge, in the maximum amount of $740,000;

(f) relieving Atlas of any obligation to call and hold its annual general meeting of shareholders ("**AGM**") until further Order of this Court, and authorizing the Applicants to incur no further expenses for the duration of the Stay Period in relation to the Securities Filings; and

(g) sealing the First Confidential Cervi Affidavit.

8. On July 5, 2024, the Honourable Justice Penny granted a Second Amended and Restated Initial Order (the "**SARIO**"), which among other things, granted a stay of proceedings against GreenSeal to July 9, 2024 (the "**Stay Period**") and granted requested amendments to the DIP Term Sheet, Bridge Term Sheet and the ARIO with respect to the Applicants other than GreenSeal.

Extension of Stay of Proceedings in Relation to GreenSeal

9. Pursuant to the SARIO, the Stay Period was extended to July 9, 2024, in relation to GreenSeal;

10. GreenSeal requires the Stay Period extended to and including July 26, 2024, in order to provide stability for its effective restructuring and is appropriate because;

(a) GreenSeal has acted, and continues to act, in good faith and with due diligence to, among other things, operate in the ordinary course and communicate with stakeholders;

(b) The Cash Flow Projections show that the Stay Extension will not prejudice or adversely affect GreenSeals' creditors;

(c) GreenSeal will have sufficient liquidity to continue to fund operations through the Stay Extension; and

(d) The Applicants will use the Stay Period to design and launch the SISP in respect of the Applicants' Business and assets.

Authorizing GreenSeal to pay the Advance Payments, authorizing GreenSeal to use the Reserve Amount, and granting the Stoke Receivables Charge

11. The Applicants' proposal uses the "Advance Amount" / "Reserve Amount" construct embedded in the RPA to:

(a) Pay to Stoke an amount equivalent to the Advance Amount listed on the purchase summary for the purchase order (the "**Stoke Purchase Order**") in respect of which payment is received (the "**Advance Repayments**"). The Advance Repayments shall not exceed the $501,215 and shall be made in installments.

(b) Grant Stoke a first priority charge (the "**Stoke Receivables Charge**") for the Reserve Amount used. The Stoke Receivables Charge will be against the GreenSeal accounts receivable (the "**GS A/R**").

(c) Limit GreenSeal's ability to use the Reserve Amounts: GreenSeal can only use Reserve Amounts if GreenSeal accounts receivable (the "**GS A/R**") balance is equal to or more than 1.25 times the cumulative Reserve Amounts used.

12. This proposal allows GreenSeal to remain part of the Applicants' SISP, which will maximize the recoveries for both YNCU and Stoke;

Approving the Appointment of an Information Liaison

13. Appoint Steinberg Advisory Corp. ("**Steinberg Advisory**") through the services of Howard Steinberg as an "information liaison";

14. As Information Liaison, Mr. Steinberg will be permitted to (i) monitor the GS A/R; (ii) monitor GreenSeal's inventory including its quality; and (iii) make recommendations to GreenSeal regarding profitably monetizing GreenSeal's inventory. This is another layer of protection – in

addition to EY in its capacity as Court-appointed Monitor in these proceedings – to ensure that Stoke's (and, by extension) YNCU's interests in the Purchased Receivables and underlying cannabis assets are not eroded.

Sealing the Second Cervi Confidential Affidavit

15. Pursuant to s. 137(2) of the *Courts of Justice Act*, R.S.O. c. C.43, the Applicants request that the Second Confidential Cervi Affidavit be treated as confidential and sealed, and not form part of the public record;

16. The test for a sealing order was established by the Supreme Court in *Sierra Club*, and subsequently recast in *Sherman Estate v Donovan*, 2021 SCC 25 at para 38. The test is met because:

(a) ***Public Interest***: The court has found that there is a public interest both in maximizing recovery in an insolvency and protecting the integrity of a sale process (*Danier Leather Inc.*, Re, 2016 ONSC 1044 at paras 82 and 84). The Second Confidential Cervi Affidavit contains specific information about existing and anticipated orders from its customers. Disclosure of this information could taint the proposed sale process that the Applicants are seeking to develop in consultation with the Monitor.

(b) ***Lack of a Reasonable Alternative***: There is no reasonable alternative to the sealing order which would protect the confidentiality of the materials that are sought to be kept confidential in the Second Confidential Cervi Affidavit.

(c) ***Proportionality***: CCAA courts have approved sealing orders where the information over which confidentiality is sought to be maintained is "discrete, proportional, and limited" (*Original Traders Energy Ltd. and 2496750 Ontario Inc. (Re)*, 2023 ONSC 753, at para 63). The proposed sealing order fulfils these criteria, as it applies only to the limited materials identified above. The benefits of the proposed sealing order in protecting the SISP outweigh any negative effects.

OTHER GROUNDS:

17. The provisions of the CCAA and the statutory, inherent and equitable jurisdiction of this Court;

18. Rules 1.04, 2.03, 3.02, 16, 37 and 39 of the *Rules of Civil Procedure,* R.R.O. 1990, Reg. 194, as amended, along with any other relevant provisions therein;

19. Section 106 and 137 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended, along with any other relevant provisions therein; and

20. Such further and other grounds as counsel may advise.

DOCUMENTARY EVIDENCE

21. The following documentary evidence will be used at the hearing of the motion:

(a) The Fifth Cervi Affidavit;

(b) The Second Confidential Cervi Affidavit and the exhibits attached thereto; and

(c) Such further and other material as counsel may advise.

July 8, 2024

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

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Applicants

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SUPERIOR COURT OF JUSTICE
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PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(returnable July 9, 2024)

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TAB 2

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Applicants

AFFIDAVIT OF JASON CERVI
(Affirmed July 8, 2024)

I, Jason Cervi, of the City of Burlington, in the Province of Ontario, AFFIRM:

INTRODUCTION AND OVERVIEW

1. I am the Chief Financial Officer ("**CFO**") of Atlas Global Brands Inc. ("**Atlas**", together with its Ontario Subsidiaries (as defined below), the "**Applicants**" or the "**Atlas Ontario Group**").

2. GreenSeal Cannabis Company, Ltd. ("**GreenSeal**"), GreenSeal Nursery, Ltd. ("**GreenSeal Nursery**"), AgMedica Bioscience Inc. ("**AgMedica**"), Wellworth Health Corp. ("**Wellworth**"), 5047346 Ontario Inc. ("**5047 Ontario**"), 8050678 Canada Inc. ("**8050 Canada**") and Tavivat Naturals Inc. ("**Tavivat**") are subsidiaries of Atlas (together, the "**Ontario Subsidiaries**"; the Applicants, together with all Atlas subsidiaries, is the "**Atlas Group**").

3. I have been the CFO of Atlas since January 31, 2023. I joined Atlas on December 30, 2022, as Global Head of Finance and Administration and Group Controller. I was appointed as Director

of GreenSeal and GreenSeal Nursery on April 28, 2023 and Director of AgMedica on May 31, 2023. I have personal knowledge of the matters to which I depose in this Affidavit except where I have obtained information from others. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true.

4. Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in my affidavit affirmed on June 19, 2024 (the "**Initial Cervi Affidavit**"). All references to monetary amounts in this affidavit are in Canadian dollars unless otherwise noted.

OVERVIEW

5. This affidavit is affirmed in support of an Application for a Third Amended and Restated Initial Order ("**TARIO**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**").

6. At stake is whether GreenSeal will continue as part of these CCAA proceedings or will be hived off into a joint receivership under the control of Your Neighbourhood Credit Union ("**YNCU**") and Stoke Canada Finance Corp. ("**Stoke**") (the "**GS Receivership**"). Given the GreenSeal Cash Flow Forecast (as defined below), there can be no further adjournments.

7. The Applicants have designed an approach to GreenSeal that:

(a) Maximizes Stoke's recovery of the Purchased Receivables;

(b) Maximizes YNCU's optionality to recover on the Stratford Facility;

(c) Does not require priming of YNCU or Stoke;

(d) Does not require DIP financing;

(e) Keeps YNCU current with respect to the outstanding mortgage;

(f) Pays Stoke interest on its outstanding debt; and

(g) Appoints an Information Liaison (defined below) to focus on protecting YNCU's and Stoke's security interests in the receivables.

8. This approach has been reviewed with the Monitor. The Applicants, with the assistance of EY in its capacity as Court-appointed Monitor, have prepared cash flow projections for GreenSeal to September 30, 2024 (the "**GreenSeal Cash Flow Forecast**") that explain how the Applicants' proposal works. A copy of the GreenSeal Cash Flow Forecast is attached hereto as **Exhibit "A"**.

BACKGROUND

9. The following affidavits contain additional background about the Atlas Group, the events leading up to these CCAA proceedings, and the relief granted under the Initial Order and the Amended and Restated Initial Order ("**ARIO**"):

(a) The Initial Cervi Affidavit;

(b) Confidential affidavit of Jason Cervi affirmed on June 26, 2024 (the "**First Cervi Confidential Affidavit**");

(c) Affidavit of Jason Cervi affirmed on June 28, 2024 (the "**Second Cervi Affidavit**");

(d) Affidavit of Jason Cervi affirmed on June 30, 2024 (the "**Third Cervi Affidavit**"); and

(e) Affidavit of Jason Cervi affirmed on July 4, 2024 (the "**Fourth Cervi Affidavit**").

10. Pursuant to the Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued June 20, 2024 (the "**Initial Order**"), the Applicants were granted, among other things, creditor protection under the CCAA and Ernst & Young Inc. was appointed as Monitor of the Borrowers (in such capacity, the "**Monitor**").

11. At the Comeback hearing of July 2, 2024, the Court issued the ARIO. The Applicants were granted, among other things, an extension of the stay of proceedings to July 26, 2024 in relation to the Applicants other than GreenSeal, an extension of the stay of proceedings to July 5, 2024 in relation to GreenSeal, and approval for the Applicants, excluding GreenSeal, to enter into a debtor-in-possession term sheet ("**DIP Term Sheet**") and bridge term sheet ("**Bridge Term Sheet**"), both with Shalcor Management Inc. (the "**DIP Lender**"), and to borrow under the facilities.

12. At the Second Amended and Restated Initial Order hearing on July 5, 2024 (the "**SARIO**"), the Court granted, among other things, the requested amendments to the DIP Term Sheet, Bridge Term Sheet and the ARIO with respect to the Applicants other than GreenSeal. In addition, the Court extended a stay of proceedings in favour of GreenSeal to July 9, 2024 (the "**Stay Period**") and adjourned the GS Receivership to July 9, 2024.

BENEFITS OF INCLUDING GREENSEAL IN THE CCAA SISP PROCESS

13. The Applicants have an active business with numerous stakeholders. Including GreenSeal in the CCAA proceedings is important to the Applicants' ongoing efforts to restructure their business and is in the best interests of all GreenSeal stakeholders.

14. GreenSeal has 57 employees in Stratford, Ontario. The continuation of the CCAA proceedings, as opposed to granting the GS Receivership, has the potential to preserve their jobs if GreenSeal successfully restructures its business as a going concern. The GS Receivership does not contemplate a going concern outcome and does not preserve these jobs.

15. Including GreenSeal in the CCAA proceedings allows the Applicants to include GreenSeal in the Court-supervised sale and investment solicitation process (the "**SISP**") to maximize value for the benefit of all stakeholders. We hope to serve materials outlining the proposed SISP in the week of July 15, 2024. To date, the Applicants have received various expressions of interest, including in relation to the proposed SISP, as outlined in the First Cervi Confidential Affidavit which has been sealed pursuant to an order of the Court.

THE APPLICANTS' PROPOSAL

16. As is described below, the Applicants have designed an approach that will allow GreenSeal to remain part of the CCAA proceedings in a manner that will impact YNCU's and Stoke's recovery less than the GS Receivership. In addition, by keeping GreenSeal in the CCAA proceedings, we minimize the potential impact on other creditors of GreenSeal, including by potentially achieving a going concern outcome.

17. The key fact that makes the Applicants' proposal possible is that, absent restructuring costs, the GreenSeal business is cash flow positive overall and in most of the weeks depicted in GreenSeal's 13-week cash flow forecast ending at the end of September 2024.

18. The four main problems in the GreenSeal Cash Flow Forecast are:

(a) ***Timing Issues***: there are weeks in which the operational disbursements exceed the cash received on receivables in the prior weeks, although this timing issue rights itself in the subsequent week (for example, see the weeks of 5-Aug-24/12-Aug-24 and 26-Aug-24/2-Sep-24).

(b) ***Stoke's Ownership Interest***: As has been described in prior affidavits, Stoke asserts an ownership interest in Purchased Receivables (described below). As a result, Stoke required comfort that GreenSeal was not eroding Stoke's asserted property and security interests by using payments received on those Purchased Receivables to meet GreenSeal's working capital needs.

(c) ***Objections to Management***: Stoke and YNCU have expressed concerns about GreenSeal's management. Stoke has suggested that an additional professional, called an Information Liaison, be appointed to monitor GreenSeal's receivables, both on the collection side and on the fulfillment side (i.e., shipping product acceptable to the customer to convert orders into accounts receivable).

(d) ***Objections to Priming***: YNCU and Stoke object to any priming charge, which makes sourcing DIP financing to bridge the timing issues and cover restructuring costs challenging.

19. The Applicants' proposal uses a combination of payments to YNCU and Stoke, a first priority charge in favour of Stoke that does not impact YNCU, and an Information Liaison, to address each of these points. No DIP financing is required.

(A) and (B) The Purchased Receivables – Partial Payment to Stoke and First Priority Security for Remainder

20. The first two issues – timing and Stoke's ownership interests – are addressed through payments and a first priority charge granted in favour of Stoke in respect of Purchased Receivables.

21. The proposed payments are modelled on how Stoke and GreenSeal operationalized the GreenSeal RPA. As is described in my earlier affidavits, on June 7, 2023, Stoke and GreenSeal entered into the Receivables Purchase Agreement (the "**GreenSeal RPA**"), which describes GreenSeal agreeing to sell and Stoke agreeing to buy certain Eligible Receivables of GreenSeal.

A copy of the GreenSeal RPA is attached hereto as **Exhibit "B"**. This factoring arrangement provided short-term liquidity to GreenSeal.

22. Pursuant to the GreenSeal RPA, once a week, GreenSeal could ask Stoke to purchase Eligible Receivables on a proposed Purchase Date. If it agreed to do so, Stoke would purchase receivables for a purchase price, subject to certain fees and Reserves or holdbacks of that price against certain contingencies.

23. To make a request, the GreenSeal RPA contemplated GreenSeal completing a "Purchase Summary", the form of which was attached to the GreenSeal RPA as Schedule B, providing certain specified information, such as the Advance Amount, Reserve Amount, Dilution Reserve, various fees, and, on Appendix A to the Purchase Summary, the PO (purchase order) Number. In addition, GreenSeal provided supporting documentation, including the invoices and purchase orders associated with the Purchased Receivable.

24. In essence, Stoke purchased the Purchased Receivable by advancing to GreenSeal an Advance Amount that was less than the face value of the Purchased Receivable (say 65%) (the "**Advance Amount**"). When Stoke was paid 100% of the Purchased Receivable (which it owned), Stoke had a contractual obligation to return to GreenSeal the difference between the Advance Amount and the amount received (the 35%) (the "**Reserve Amount**"). (The reality on the amounts is more complicated because the Reserve Amount was reduced by various fees paid to Stoke using the mechanism of a Purchase Price, and the Reserve Amount did not have to be paid if there had been an Event of Termination, for example.) However, although the GreenSeal RPA described Stoke being directly or indirectly paid receivables as they were received, the GreenSeal RPA never functioned in this manner.

25. Rather, operationally, when GreenSeal received payment on Purchased Receivables, GreenSeal generally proposed new Eligible Receivables or new Eligible Purchase Orders to re-collateralize the outstanding balance owed to Stoke. As a result, after the initial period of the GreenSeal RPA, Stoke generally did not advance new amounts or receive repayments, but rather its position ‘rolled’ by being secured on new receivables.

26. GreenSeal has Eligible Receivables that are not Purchased Receivables as there are receivables from customers that were not factored to Stoke. A list of the Purchased Receivables owned or alleged to be owned by Stoke as of the Initial Order date of June 20, 2024 (i.e., purchase orders listed on a Purchase Summary and Bill of Sale), is attached hereto as **Exhibit “C”**.

27. The Applicants’ proposal uses the “Advance Amount” / “Reserve Amount” construct embedded in the GreenSeal RPA to:

(a) Pay to Stoke an amount equivalent to the Advance Amount listed on the purchase summary for the purchase order (the “**Stoke Purchase Order**”) in respect of which payment is received (the “**Stoke Funded Amount**”), as reflected in Exhibit “B” (the “**Advance Repayments**”). The Advance Repayments shall not exceed the $501,215 shown on Exhibit “C” in aggregate unless otherwise ordered by this Court. The Advance Repayments shall be made in installments as shown on the “Stoke Balance” Tab of the Cash Flow Forecast at Exhibit “A”.

(b) Grant Stoke a first priority charge (the “**Stoke Receivables Charge**”) for the Reserve Amount used. The Stoke Receivables Charge will be against the GreenSeal accounts receivable (the “**GS A/R**”). In this way, Stoke is protected while allowing GreenSeal to use the Reserve Amounts to fund working capital needs. Further, the

Stoke Receivables Charge will rank in priority to the Administration Charge and the GreenSeal Directors' Charge.

(i) Note that GreenSeal's ability to use the Reserve Amounts is limited: GreenSeal can only use Reserve Amounts if GS A/R balance is equal to or more than 1.25 times the cumulative Reserve Amounts used. In other words, GreenSeal must be owed by customers an amount 1.25 times the Reserve Amounts that GreenSeal is permitted to use to fund working capital needs. The customers in question are provincial entities, like the Ontario Cannabis Store ("**OCS**").

(ii) The Stoke Receivables Charge will not exceed $853,324 plus the Information Liaison's Fees (defined below). The $853,324 figure is the amount of Purchased Receivables anticipated not to be repaid during the period as shown on the GreenSeal Cash Flow Forecast.

28. Under this approach, Stoke is protected. Without having to inject cash into GreenSeal's operations (either through a DIP facility or by funding a receivership), Stoke will receive the full amount of the Purchased Receivables because:

(a) The Advance Repayments are made, and they are made under the supervision of the Monitor and Information Liaison; and

(b) Stoke has a first priority charge on GS A/R, which relate to POs (purchase orders) that have been shipped and accepted by customers and in respect of which payment is owed.

29. This approach mirrors how GreenSeal and Stoke operationalized the GreenSeal RPA in the later months of the arrangement, when Stoke's position 'rolled' by being secured on new receivables.

30. YNCU, the mortgagee on the Stratford Facility owned by GreenSeal, has a fixed and floating charge over all of the assets and undertakings of GreenSeal subsequent only to existing charges. The YNCU security predates the GreenSeal RPA and Stoke's interests. However, YNCU is not impacted by payments to Stoke or the proposed Stoke Receivables Charge because one of two facts will always be true. Either:

(a) the payment/Charge is tied to Purchased Receivables, which Stoke asserts it owns and which, therefore, do not form part of GreenSeal's estate; or

(b) the payment/Charge is secured on GS A/R that must exceed any amount GreenSeal uses by 1.25 times. The pool of receivables over which YNCU has security will, by Court Order, be larger than the amount used by GreenSeal and GreenSeal is using those funds to generate new receivables for the benefit of YNCU.

31. In addition, Stoke will be paid interest on the outstanding balance owing to it during the CCAA process. As the "Stoke Balance" Tab on the GreenSeal Cash Flow Forecast shows, three interest payments will be made during the period.

32. The Advance Repayment/Stoke Receivables Charge will ensure GreenSeal can fund its obligations during the SISP process, including its payroll obligations this week, without impacting Stoke or YNCU's ultimate recovery or position. The requested relief will create an opportunity for GreenSeal to exit these proceedings as a going concern and maximize value for the benefit of all GreenSeal stakeholders.

YNCU Will Be Kept Current During the CCAA Proceedings

33. GreenSeal is not in arrears in respect to its mortgage obligations with YNCU. As the Cash Flow Forecast shows, under this proposal, GreenSeal will continue to keep YNCU current on the interest payments owing to it under the three credit facilities with GreenSeal, including two commercial mortgage facilities. Row 20 of the GreenSeal Cash Flow Forecast shows GreenSeal being able to make the required payments of $22,500 biweekly to YNCU.

GreenSeal's Receivables Forecast

34. The Applicants' proposal turns on its forecast of receivables being accurate (or, more accurately, conservative). GreenSeal generally receives stocking orders from its customers between four and five weeks in advance of the delivery date, and flowthrough orders five days in advance of the delivery date. Additional details about the GreenSeal Cash Flow Forecast are contained in the Second Confidential Affidavit of Jason Cervi, affirmed July 8, 2024 (the "**Second Cervi Confidential Affidavit**").

(C) Appointment of an Information Liaison

35. The third issue – concerns with GreenSeal's management – is addressed through the appointment of Steinberg Advisory Corp. ("**Steinberg Advisory**") through the services of Howard Steinberg as an "information liaison" (in such capacity, the "**Information Liaison**").

36. Stoke sought the appointment of Steinberg Advisory as a consultant to assist the proposed receiver, PricewaterhouseCoopers Inc. ("**PwC**"), over GreenSeal in a Supplemental Application Record on June 25, 2024. Steinberg Advisory provides restructuring services to businesses in distress, particularly in the cannabis industry. Mr. Steinberg holds various licences issued by Health Canada permitting him to direct the operations of a Licensed Producer which possesses,

packages and sells cannabis. Stoke seeks Mr. Steinberg's assistance in monetizing and liquidating GreenSeal's cannabis assets.

37. As Information Liaison, Mr. Steinberg will be permitted to (i) monitor the GS A/R; (ii) monitor GreenSeal's inventory including its quality; and (iii) make recommendations to GreenSeal regarding profitably monetizing GreenSeal's inventory. This is another layer of protection – in addition to EY in its capacity as Court-appointed Monitor in these proceedings – to ensure that Stoke's (and, by extension) YNCU's interests in the Purchased Receivables and underlying cannabis assets are not eroded.

38. Stoke will be responsible for paying Steinberg Advisory; however, the Stoke Receivables Charge will cover the Information Liaison's Fees and Stoke will be entitled to recover those fees from the GreenSeal estate pursuant to that Charge. To ensure that stakeholders with an interest in the GS A/R that secure the Charge are not unnecessarily burdened by the Information Liaison's Fees, those fees shall be capped at $10,000 per month, absent further Court order.

39. In addition, Steinberg Advisory will have access to sensitive commercial information about GreenSeal, its processes, and its customer relationships. To protect the integrity of the SISP and to preserve GreenSeal's competitive advantages, Steinberg Advisory should be required to sign a non-competition and non-solicitation agreement with GreenSeal that would preclude solicitation of GreenSeal's employees for twelve months from the date of appointment as Information Liaison and that would preclude direct competition with GreenSeal in any of the markets in which it conducts business.

(D) YNCU and Stoke Are Not Primed

40. YNCU and Stoke have objected to being primed by any charges. Currently, both are primed by an Administration Charge in the amount of $400,000. Under the Applicants' proposal:

(a) Stoke is primed by nothing; and

(b) YNCU is technically primed by the Stoke Receivables Charge on GS A/R that does not qualify as Purchased Receivables owned by Stoke. However, YNCU is not factually primed because the GS A/R that is the subject of the Stoke Receivables Charge will grow through GreenSeal's continued operations such that the GS A/R is always 1.25 times larger than the Stoke Receivables Charge.

STOKE PURCHASED RECEIVABLES: COMPARISON OF APPLICANTS' PROPOSAL TO GS RECEIVERSHIP

41. As part of the GreenSeal Cash Flow Forecast, the Applicants with the assistance of the Monitor prepared a "Scenarios" Tab, which compares Stoke's financial outcome in the Applicants' CCAA proposal with the GS Receivership (liquidating and operating versions). This Scenarios Tab is attached hereto as **Exhibit "D"**. The outcome is stark: Stoke's best recovery is under the Applicants' CCAA proposal.

Scenario	Stoke's Recovery
Applicants' CCAA Scenario	$1.45 million
GS Receivership (Liquidating)	$972,000
GS Receivership (Operating)	Loss of $520,500

42. Under the Applicants' CCAA Scenario, Stoke will receive Advance Repayments of $599,845 (cell Q7). In addition, Stoke will have the Stoke Receivables Charge in the amount of $853,324 for the remainder of the Purchased Receivables. In total, Stoke will receive a minimum payment of $1,453,169, the payment of which is not dependent on the outcome of the SISP.

43. Under the GS Receivership (Liquidating), when no new business is generated, existing orders are filled, and the remaining cannabis assets are liquidated, Stoke will recover only $972,313. Stoke recovers less than under the CCAA because:

(a) It is recovering only those receivables on purchased orders existing as of today's date and, under the liquidating scenario, is not generating new purchase orders but rather is destroying any excess cannabis assets;

(b) It must pay Steinberg Advisory a monthly fee to ensure that existing orders are being filled to monetize the cannabis inventory allocated to those existing orders;

(c) It must pay the Receiver to manage the non-cannabis assets; and

(d) It must pay its legal advisors and the legal advisors to the Receiver.

44. Under the GS Receivership (Operating) that seeks to generate new purchase orders to monetize the remaining cannabis assets, three factors further erode Stoke's recoveries:

(a) GreenSeal must pay Atlas a licence fee with respect to the Snoop Dogg brand, D*gg Lbs, which constitutes 80% of GreenSeal's sales;

(b) GreenSeal must pay GreenSeal Nursery royalties with respect to all new sales because GreenSeal Nursery owns the genetics for all of GreenSeal's plants; and

(c) The professional fees (both Receiver and Steinberg Advisory) are expected to be higher than in a GS Receivership (Liquidating) scenario.

45. Even if Stoke is able to cut the professional fees to the bare minimum and negotiates exceptionally beneficial and off-market licencing and royalty arrangements with Atlas and

Nursery, with respect to the Purchased Receivables, Stoke is economically better off allowing the CCAA proceedings to run their course.

STOKE BALANCE: COMPARISON OF APPLICANTS' PROPOSAL TO GS RECEIVERSHIP

46. Stoke is owed approximately $1.83 million. Under the Applicants' proposal, it will recover $1.453 million from GreenSeal's operations during the CCAA period, which leaves approximately $473,000 of Stoke's debt outstanding. (Under either GS Receivership scenario, Stoke recovers less and will be owed more.)

47. Stoke's security interest regarding this remaining amount is uncertain. For the reasons described below, I believe that Stoke's ability to recover this amount from the receivables in which it has a security interest will depend on whether YNCU is able to recover the full amount it is owed from the sale/refinancing of the Stratford Facility pursuant to the SISP or through the receivership.

48. As security for the payment and performance of GreenSeal's obligations to Stoke, the GreenSeal RPA describes GreenSeal granting a continuing security interest, in the moneys and other sums payable to or receivable by GreenSeal under or pursuant to the provisions of the Eligible Receivables, the Reserve Amount and the Dilution Reserve as defined in the GreenSeal RPA, the books and records related to the foregoing, and all additions, substitutions and replacements for each of the foregoing, and the Eligible Purchase Orders, goods and inventory held for the purpose of filling the Eligible Purchase Orders, and related documents, books and records, among other things.

49. However, it appears that YNCU has a first priority charge over receivables that are not Purchased Receivables. In the GreenSeal RPA, there is a distinction between "Purchased Receivables" and "Eligible Receivables". Eligible Receivables are receivables that meet the

criteria set out in Schedule A to the GreenSeal RPA, such as being owed by a Crown or Private Wholesaler, being payable in Canada, and the Wholesaler having approved in writing and accepted the underlying Cannabis Product, among other things. All Purchased Receivables must be Eligible Receivables, in the sense that they meet the criteria set out in Schedule A. Eligible Receivables only become Purchased Receivables once GreenSeal asks Stoke to purchase Eligible Receivables and Stoke agrees to do so and pays the purchase price.

50. On July 4, 2022, GreenSeal entered into a Commitment Letter with YNCU whereby YNCU agreed to provide to GreenSeal three credit facilities in the aggregate amount of $5,346,485 (the "**Commitment Letter**"). The tranches included, a commercial mortgage in the amount of $4,371,000, an additional commercial mortgage facility in the amount of $675,000 (collectively, the "**Commercial Mortgages**") and a line of credit in the amount of $300,000 (the "**Line of Credit**").

51. As security for the payment and performance of GreenSeal's obligations under the Commitment Letter, among other things, GreenSeal granted:

(a) a charge in the amount of $5.4 million over the Stratford Facility to YNCU;

(b) a fixed and floating charge over the Real Property (as defined in the Commitment Letter) and its associated assets; and

(c) a subordinate fixed and floating charge over all of the assets and undertakings of GreenSeal subsequent only to existing charges.

52. I am informed by my counsel, Justin Kanji of Osler, Hoskin & Harcourt LLP, that according to the records of the Ontario PPSA Registry (the "**ON PPSA Records**"), YNCU has security over all present and after-acquired property of GreenSeal as evidenced by the financing

statement registered on March 13, 2019, in favour of YNCU for a registration period of three (3) years as renewed on January 25, 2022, for a period of five (5) years. These registrations indicate a collateral classification of “inventory”, “equipment”, “accounts”, “other” and “motor vehicle”. The ON PPSA Records also show that Stoke’s security interest, absent any intercreditor arrangement between Stoke and YNCU, is subordinate to YNCU as evidenced by the financing statement registered, after YNCU, on March 20, 2024, in favour of Stoke for a registration period of 3 years. This registration indicates a limited collateral classification of “inventory”, “accounts” and “other”.

53. In addition to being subordinate to YNCU, there is an open question about Stoke’s security. Stoke appears to assert a security interest in all Eligible Purchase Orders regardless of whether Stoke purchased or advanced against those Purchase Orders. However, the GreenSeal RPA, as amended, uses the word “the” ahead of Purchase Orders. It does not use the word “all”. As a result, it is unclear whether Stoke has a security interest in all receivables or merely some of them.

54. Regardless, Stoke’s ability to recover the outstanding amount will turn on whether YNCU is repaid in full based on the value of the Stratford Facility.

YNCU: COMPARISON OF APPLICANTS’ PROPOSAL TO GS RECEIVERSHIP

55. With respect to YNCU, whose primary security is the mortgage on the Stratford Facility, the question is what process will maximize the value of the Stratford Facility and are there any timing trade-offs for that process.

56. The Applicants are proposing a SISP that will solicit interest in the Business as a whole (including GreenSeal), the domestic and international aspects of the Business separately (i.e., GreenSeal separately from the rest of the Atlas Group), and Stratford Facility as land rather than as part of an operating cannabis business.

57. The proposed timeline, which is still under development, is expected to be along the following lines:

Date	Event
Week of July 15, 2024	Applicants serve SISP approval materials
Week of July 22, 2024	Court approves SISP and SISP commences
Week of Sept 2, 2024	Bids received
Week of Sept 23, 2024	Court approval for successful bid/transaction

58. The SISP process will occur concurrently with GreenSeal operating its business to maximize cash flow from existing and anticipated new orders.

59. The Applicants intend to consult with YNCU and Stoke regarding the SISP, both in its design and any bids that are received.

60. The SISP process is flexible and allows the Applicants to potentially capture additional value by canvassing the market for a transaction involving the Stratford Facility as part of an operating Atlas Group, as part of an operating GreenSeal, or simply as an empty facility or land. In contrast, the GS Receivership eliminates all possible options except for one: selling the Stratford Facility as an empty facility or land.

EXTENSION OF STAY OF PROCEEDINGS IN RELATION TO GREENSEAL

61. Pursuant to the SARIO, the Stay Period was extended to July 9, 2024 in relation to GreenSeal. GreenSeal seeks to extend the Stay Period up to and including July 26, 2024.

62. The extension of the stay of proceedings is necessary and appropriate in the circumstances to provide GreenSeal with continued breathing space while it attempts to restructure its business for the benefit of their stakeholders through the CCAA proceedings.

63. Since Friday, July 5, 2024, (the Stay Period in question), GreenSeal has acted, and continues to act, in good faith and with due diligence to, among other things, operate in the ordinary course and communicate with stakeholders. In particular, the Applicants worked diligently to design a solution to YNCU and Stoke's concerns while permitting GreenSeal to remain part of these CCAA proceedings.

64. The Stay Extension is required to provide stability for GreenSeal to enable its restructuring.

65. GreenSeal understands that the Monitor supports this relief, and no creditor will be materially prejudiced by the Stay Extension.

PRIORITY OF CHARGES

66. The Applicants seek the following order of priority charges:

(i) First – Stoke Receivables Charge (to the maximum amount of $853,324 plus the Information Liaison's Fees);

(i) Second – Administration Charge (to the maximum amount of $600,000, except that the Administration Charge shall rank in priority to YNCU and Stoke to a maximum amount of $400,000, subject to further Order of this Court);

(ii) Third – DIP Lender's Charge (to the maximum principal amount of $5,000,000 plus interest, expenses and fees under the DIP Term Sheet at the relevant time);

(iii) Fourth – Bridge DIP Charge (to the maximum principal amount of $3,750,000 plus interest, expenses and fees under the Bridge Term Sheet at the relevant time);

(iv) Fifth – Directors' Charge (to the maximum amount of $680,000); and

(v) Fifth – GreenSeal Directors' Charge (to the maximum amount of $740,000, except that the GreenSeal Directors' Charge shall be subordinate to YNCU and Stoke).

CONCLUSION

67. For the reasons set out herein, the Atlas Ontario Group respectfully requests that this Court grant the additional relief requested herein as part of the TARIO.

68. I swear this Affidavit in support of an application for the relief set out above, and for no improper purpose.

AFFIRMED BEFORE ME over videoconference in accordance with the Administering Oath or Declaration Remotely Regulation, O.Reg. 431/20, on July 8, 2024, while I was located in the City of Toronto, in the Province of Ontario and the affiant was located in the City of Burlington, in the Province of Ontario.	
Commissioner for Taking Affidavits	Jason Cervi

KHRYSTAL THOMAS

Khrystal Thomas, a Commissioner, etc. Province of Ontario for Osler, Hoskin & Harcourt LLP, Barristers and Solicitors. Expires June 20, 2026

This is Exhibit “A” referred to in the Affidavit of JASON CERVI affirmed by JASON CERVI of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on July 8, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KHRYSTAL THOMAS

Khrystal Thomas, a Commissioner, etc. Province of Ontario
for Osler, Hoskin & Harcourt LLP, Barristers and Solicitors.
Expires June 20, 2026

DRAFT

Greenseal Cannabis Company Ltd.
13 Week Cash Flow
Canadian $

	1-Jul-24	8-Jul-24	15-Jul-24	22-Jul-24	29-Jul-24	5-Aug-24	12-Aug-24	19-Aug-24	26-Aug-24	2-Sep-24	9-Sep-24	16-Sep-24	23-Sep-24	30-Sep-24	Total
Receipts															
Confirmed	*79,539*	*293,826*	*267,547*	*452,561*	*146,343*	*37,904*	*171,124*	*203,252*	*69,312*	*56,469*	*-*	*-*	*44,849*	*-*	*1,822,726*
New Business	*-*	*-*	*-*	*-*	*-*	*64,313*	*64,313*	*64,313*	*64,313*	*118,860*	*118,860*	*118,860*	*118,860*	*118,860*	*851,550*
Domestic	79,539	293,826	267,547	452,561	146,343	102,217	235,437	267,564	133,625	175,329	118,860	118,860	163,709	118,860	2,674,276
B2B Wholesale	80,000	-	-	80,000	50,000	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	547,500
International	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Intercompany Sales / (Purchases)						-	-	-	75,000	75,000	75,000	75,000	75,000	75,000	450,000
Total Receipts	159,539	293,826	267,547	532,561	196,343	139,717	272,937	305,064	246,125	287,829	231,360	231,360	276,209	231,360	3,671,776
Operational Disbursements															
Payroll	-	169,313	-	169,313	9,250	169,313	-	169,313	9,250	169,313	-	169,313	9,250	169,313	1,212,941
Vendor Payments	52,900	34,000	34,000	67,474	52,900	34,000	34,000	34,000	58,474	37,900	24,000	34,000	58,474	37,900	594,022
Mortgage Payments	22,500	-	22,500	-	22,500	-	22,500	-	22,500	-	22,500	-	22,500	-	157,500
Vendor Deposits - post stay	-	-	100,000	-	-	-	-	-	-	-	-	-	-	-	100,000
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000	150,000
Utilities	47,000	-	-	-	47,000	-	-	-	-	47,000	-	-	-	47,000	188,000
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GST/HST	-	-	-	60,000		-	-	-	60,000	-	-	-	60,000	-	180,000
Excise Remittance	-	-	-	49,562		-	-	-	184,449	-	-	-	-	202,800	436,811
Total Operational Disbursements	122,400	203,313	156,500	346,349	131,650	203,313	56,500	203,313	334,673	254,213	46,500	203,313	150,224	607,013	3,019,274
Net Cash from Operations	**37,139**	**90,513**	**111,047**	**186,212**	**64,693**	**(63,596)**	**216,437**	**101,751**	**(88,548)**	**33,616**	**184,860**	**28,047**	**125,985**	**(375,653)**	**652,503**
CCAA related Cash Flows															
DIP Facility Draw/(Repayment)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Factoring Balance	(125,304)	-	-	-	(166,434)	-	-	-	(152,010)	-	-	-	-	(156,098)	(599,845)
Information Monitor	-	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(32,500)
Professional Services	-	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(260,000)
Payments to Trust Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash from CCAA	**(125,304)**	**(22,500)**	**(22,500)**	**(22,500)**	**(188,934)**	**(22,500)**	**(22,500)**	**(22,500)**	**(174,510)**	**(22,500)**	**(22,500)**	**(22,500)**	**(22,500)**	**(178,598)**	**(892,345)**
Cash on Hand															
Opening balance	253,121	164,957	232,970	321,517	485,228	360,988	274,891	468,828	548,080	285,022	296,138	458,498	464,045	567,530	253,121
Net Cash	(88,165)	68,013	88,547	163,712	(124,241)	(86,096)	193,937	79,251	(263,058)	11,116	162,360	5,547	103,485	(554,251)	(239,842)
Ending Balance - Cash	164,957	232,970	321,517	485,228	360,988	274,891	468,828	548,080	285,022	296,138	458,498	464,045	567,530	13,279	13,279
DIP															
Opening Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Facility Draw/Repayment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance - DIP Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable															
Opening Balance	1,447,313	1,604,215	1,463,512	1,363,566	1,069,154	1,058,261	1,141,494	1,091,507	1,009,392	1,011,968	972,839	990,179	1,007,519	980,010	1,447,313
New Invoices	316,441	153,123	167,601	238,149	185,450	222,950	222,950	222,950	248,700	248,700	248,700	248,700	248,700	248,700	3,221,814
Collections	(159,539)	(293,826)	(267,547)	(532,561)	(196,343)	(139,717)	(272,937)	(305,064)	(246,125)	(287,829)	(231,360)	(231,360)	(276,209)	(231,360)	(3,671,776)
Ending Balance - AR	1,604,215	1,463,512	1,363,566	1,069,154	1,058,261	1,141,494	1,091,507	1,009,392	1,011,968	972,839	990,179	1,007,519	980,010	997,350	997,350

Monthly interest compounded daily 1.8%

	Opening Balanc	Interest	Interest Payments	Principal Payments	Ending Balance
Thursday, June 20, 2024					1,827,401
Monday, July 01, 2024	1,827,401	12,097		- 125,304	1,714,194
Monday, July 08, 2024	1,714,194	7,213			1,721,407
Monday, July 15, 2024	1,721,407	7,243			1,728,650
Monday, July 22, 2024	1,728,650	7,273			1,735,923
Monday, July 29, 2024	1,735,923	7,304	- 41,130	- 125,304	1,576,794
Monday, August 05, 2024	1,576,794	6,634			1,583,428
Monday, August 12, 2024	1,583,428	6,662			1,590,090
Monday, August 19, 2024	1,590,090	6,690			1,596,781
Monday, August 26, 2024	1,596,781	6,719	- 26,706	- 125,304	1,451,490
Monday, September 02, 2024	1,451,490	6,107			1,457,597
Monday, September 09, 2024	1,457,597	6,133			1,463,730
Monday, September 16, 2024	1,463,730	6,159			1,469,889
Monday, September 23, 2024	1,469,889	6,185			1,476,073
Monday, September 30, 2024	1,476,073	6,211	- 30,794	- 125,304	1,326,186
	1,827,401	98,630	- 98,630	- 501,215	1,326,186

Notes:

1) Interest to be further reconciled and supported and agreed to by Stoke. Figures above are calculations for modelling purposes.

2) Cash Flows assume monthly payments of Interest accrued in the period.

3) Principal payments represent cash payments equivalent to the amounts Advances on Purchased receivables that were still open as of the June 20, 2024 Initial Order

This is Exhibit "B" referred to in the Affidavit of JASON CERVI affirmed by JASON CERVI of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on July 8, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KHRYSTAL THOMAS

Khrystal Thomas, a Commissioner, etc. Province of Ontario
for Osler, Hoskin & Harcourt LLP, Barristers and Solicitors.
Expires June 20, 2026

RECEIVABLE PURCHASE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made as of 06 / 07 / 2023, between **GREENSEAL CANNABIS COMPANY LTD.**, a corporation governed by the laws of the Province of Ontario (the "**Seller**") having its principal place of business at 530 Wright Blvd, Stratford, ON N4Z 1H3, and **STOKE CANADA FINANCE CORP**., a corporation governed by the laws of the Province of British Columbia (the "**Purchaser**"), having its principal place of business at Suite 700, 1816 Crowchild Trail NW Calgary, Alberta, T2M 3Y7.

WHEREAS, in the regular course of its business the Seller generates receivables arising from the sale of certain Cannabis Products (as defined below) to Account Debtors (as defined below) across Canada pursuant to the terms of a contractual supply arrangement between the Seller, as producer, and the applicable Account Debtor, as purchaser and wholesaler.

AND WHEREAS, the Seller wishes to sell, and the Purchaser wishes to purchase, from time to time, Eligible Receivables (as defined below) pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows,

1. DEFINITIONS.

When used herein, the following terms shall have the following meanings:

"**Account Debtor**" means, in respect of a Receivable, a Crown Wholesaler (as defined below) or a private wholesaler licenced under the Cannabis Act, SC 2018, c 16, (a "**Private Wholesaler**") who has an obligation to pay such receivable, including any co-debtor, guarantor or other Person who owes or is responsible for making payments under such Receivable.

"**Advance Rate**" means, with respect to an Eligible Receivable, a percentage equal to 75% of the Purchase Price (as set forth in **Schedule "B"**) or as otherwise determined by the Purchaser in its sole discretion at which the Purchaser will calculate the amount of funds to be advanced to the Seller.

"**Authorized Person**" has the meaning specified in Section 4.1(b).

"**Business Day**" means any day other than a Saturday, a Sunday, a statutory holiday or a day on which banks in Vancouver, British Columbia and/or Toronto, Ontario, are authorized or obligated by law, regulation or executive order to close.

"**Cannabis Products**" means, with respect to a Receivable, the underlying cannabis or cannabis-derivative products produced by the Seller.

"**Change of Control**" means a change in the effective control of the Seller without the Purchaser's consent.

"**Closing Date**" means 06 / 07 / 2023.

"**Closing Fee**" means the fee payable on the Closing Date in the amount of 1.00% of the Purchase Limit. The Closing Fee is payable to the Purchaser on the Closing Date pursuant to Section 2(g) hereof.

"**Collateral**" has the meaning specified in Section 5.1(a).

"**Collection**" has the meaning specified in Section 4.3.

"**Collection Period**" means the period beginning on the Purchase Date and ending on the date that all amounts outstanding are paid in full by the Account Debtor or any person liable for any Purchased Receivable.

"**Crown Wholesalers**" means a provincially or territorially owned and operated cannabis wholesaler located in any province or territory of Canada, as the case may be.

"**Default Fee**" means, with respect to an Event of Termination that is continuing, the percentage rate per annum (as set forth in **Schedule "B"**) at which default fees shall accrue on the outstanding Obligations for the period commencing on the date of the Event of Termination until the same is paid in full or all Events of Termination are cured or waived.

"**Dilution Risk**" has the meaning specified in Section 5.3.

"**Eligible Receivables**" means a Receivable, which meets all of the criteria set out in **Schedule "A"** hereto.

"**Event of Termination**" has the meaning specified in Section 7.2.

"**Financing Fee**" means 1.80% per 30 days, charged (uncompounded) daily on amounts up to CAD$1,000,000.00 and 1.67% on amounts outstanding in excess of CAD$1,000,000.00.

"**Indemnified Party**" has the meaning specified in Section 8(b).

"**Indemnifying Party**" has the meaning specified in Section 8(b).

"**Insolvency Event**" means, for any Person:

(a) the making of a general assignment for the benefit of creditors;

(b) the filing of a voluntary petition in bankruptcy;

(c) being adjudged as bankrupt or insolvent, or having had entered against such Person an order for relief in any bankruptcy or insolvency proceeding;

(d) the filing by such Person of a notice of intention, petition or answer seeking reorganization, arrangement, composition, readjustment, bankruptcy, liquidation, dissolution or similar relief under any statute, law or regulation;

(e) seeking, consenting to or acquiescing in the appointment of a Receiver of such Person or of all or any substantial part of such Person's assets;

(f) the failure to obtain dismissal or stay within 30 days of the commencement of, or the filing by such Person of an answer or other pleading admitting or failing to contest the material allegations of, a petition filed against such Person in any proceeding against such Person seeking (i) reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, or (ii) the appointment of a Receiver of such Person or of all or any substantial part of such Person's assets; or

(g) the failure by such Person generally to pay its debts as such debts become due.

"**GAAP**" shall mean generally accepted accounting principles in Canada as in effect from time to time and for the period as to which such accounting principles are to apply, provided that in the event the Seller modifies its accounting principles and procedures as applied as of the Closing Date, the Seller shall provide such statements of reconciliation as shall be in form and substance acceptable to the Purchaser.

"**Lien**" means a security interest, lien, charge, pledge, hypothec, encumbrance, reservation of ownership right or other similar right intended to secure an interest in personal or movable property.

"**Obligations**" means any and all obligations and liabilities of the Seller to the Purchaser pursuant to the Transaction Documents.

"**Person**" means any individual, partnership, limited partnership, joint venture, sole proprietorship, company or corporation with or without share capital, limited liability company, unlimited liability company, unincorporated association, trust, regulatory body or agency, government or Governmental Authority however designated or constituted.

"**PPSA**" means, for any province or territory of Canada, the Personal Property Security Act applicable therein, or for the Province of Quebec, the Civil Code, in each case in force in such province and territory, as the context dictates.

"**Prospective Financing**" has the meaning specified in Section 5.4(j).

"**Purchase Date**" means the Business Day specified in the related Purchase Summary.

"**Purchase Limit**" means **CAD$2,000,000.00** as such amount may be reduced or increased at any time, upon mutual agreement by both Purchaser and Seller. The Purchaser shall not have any obligation to purchase Eligible Receivables if the aggregate amount outstanding of Purchased Receivables exceeds the Purchase Limit at any time. The Purchaser may decrease the Purchase Limit, with 30 days' prior written notice to the Seller, based on non-usage or certain covenant breaches; *provided*, that such reduction will not be less than the outstanding amount of the Obligations at the time of the reduction.

"**Purchase Price**" means, on the related Purchase Date, the amount specified as such in the related Purchase Summary.

"**Purchased Receivables**" means, for any day, any Eligible Receivable purchased on the applicable Purchase Date, excluding any such Receivables re-conveyed to the Seller in accordance with this Agreement prior to such day.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser's Bank Account**" means the bank account specified in Appendix "C" to **Schedule "B"** hereto established and maintained by the Purchaser, or such other bank account that the Purchaser may determine and designate from time to time, into which the Seller shall transfer or wire the funds, of any kind or amount, related to or arising from any Purchased Receivables hereunder.

"**Purchase Summary**" has the meaning specified in Section 3.1.

"**Receivable**" means an account receivable originated by the Seller in connection with the sale and delivery of Cannabis Products to an Account Debtor and all the proceeds relating thereto.

"**Receivable Files**" means, for each Receivable, the following documents and instruments, each of which may be in photocopy or electronic format: (i) the Receivable, including an assigned invoice number, (ii) the purchase order delivered in connection with the Receivable, (iii) a copy of the written confirmation or evidence of delivery and acceptance of the Cannabis Product by the Account Debtor, (iv) a detailed listing of any credits in favour of the Account Debtor in respect of such Receivable, and (v) all other documents, notices and correspondence that the Seller generates relating to such Receivable or the related Account Debtor.

"**Refund**" shall have the meaning specified in Section 4.5.

"**Reserve**" and "**Dilution Reserve**" shall have the meaning specified in Section 3.5.

"**Request**" shall have the meaning specified in Section 3.2.

"**ROFR Notice**" has the meaning specified in Section 5.4(j).

"**Seller**" has the meaning set forth in the preamble.

"**Seller's Bank Account**" means the bank account specified in Appendix "B" to **Schedule "B"** hereto established and maintained by the Seller, or such other bank account that the Seller may determine and designate from time to time, into which (i) the Account Debtor shall direct the deposit of all proceeds or funds, of any kind or amount, related to or arising from any Purchased Receivables hereunder in accordance with the Assignment Documents, and (ii) an Authorized Person (defined below) of the Purchaser will be added as a signing authority as described in Section 4.1(b).

"**Taxes**" has the meaning specified in Section 4.2.

"**Termination Date**" has the meaning specified in Section 7.1.

"**Transaction Documents**" means this Agreement, the Purchase Summaries, the Receivable Files and the Bills of Sale.

2. CONDITIONS PRECEDENT TO CLOSING.

The effectiveness of this Agreement is conditional upon the satisfaction of the following conditions for the benefit of the Purchaser, subject to the temporary waiver outlined at Schedule "C" (if applicable):

(a) the Seller has delivered an application form and all legal and financial documentation and other information reasonably required by the Purchaser to complete its internal due diligence process including all KYC/AML security/background checks;

(b) an Officer's Certificate of the Seller attaching copies of its constating documents and a resolution of its directors authorizing this Agreement and the delivery of all ancillary documents;

(c) counterparts of this Agreement have been executed and delivered by the Seller;

(d) delivery of the Corporate Guarantee granted by Atlas Global Brands Inc. in favor of the Purchaser;

(e) a certificate of good standing issued by the applicable governing jurisdiction along with evidence that the Seller is qualified or licensed to carry on business in the jurisdiction in which it operates;

(f) evidence or written confirmation satisfactory to the Purchaser, in its sole discretion, that: (i) all security interests, liens and other rights of any Person in the Purchased Receivables have been discharged, released, or postponed prior to the Purchase Date and all Security have been properly registered, recorded and filed in all places where, all searches have been conducted in all places where, and deliveries of all documents, instruments, acknowledgments, consents, and approvals to the Purchaser have been made which, in the reasonable opinion of the Purchaser's counsel, are desirable or required to make effective the security created or intended to be created by the Seller pursuant to the Security, and to ensure the perfection of the first priority of the security granted under the Security;

(g) no Event of Termination or any event or condition that with notice, lapse of time or otherwise would constitute an Event of Termination shall have occurred and be continuing;

(h) the payment of the Closing Fee and all reasonable out-of-pocket costs and expenses (including legal fees) incurred by the Purchaser in connection with the analysis, preparation, negotiation, execution, and perfection of this Agreement, limited to a cap of CAD$20,000.00;

(i) such other approvals, opinions or documents as the Purchaser may reasonably request.

3. SALE AND PURCHASE OF RECEIVABLES.

3.1. Offer to Sell Receivables. Prior to the Termination Date, but not more than once per week and if there does not then exist any Event of Termination or any event that with notice, lapse of time or otherwise would constitute an Event of Termination, Seller may request that Purchaser purchase Eligible Receivables on a proposed Purchase Date and Purchaser may, in its sole discretion, elect to purchase receivables. Seller shall deliver to Purchaser a Purchase Summary (the form of such attached hereto as **Schedule "B"**) which shall be executed by the Seller and the Purchaser and shall include all related Receivable Files, except the proof of delivery which must still be produced prior to and is a condition of funding.

3.2. Pricing. For each purchase, the pricing terms (i.e. Financing Fee) shall be those set forth in the respective Purchase Summary. Notwithstanding anything to the contrary contained in this agreement, the Financing Fee may be subject to change upon mutual agreement of the parties (such consent, permission, or approval by the Seller not to be unreasonably withheld, postponed or conditioned) pursuant to a request by the Purchaser (a "**Request**") outlining a reasonable ground for change based, among others, on the credit evaluation of the Seller or any person liable for any Purchased Receivable if different from a Crown Wholesaler, changes in the interest rate payable on the cost of capital incurred by the Purchaser in connection with each purchase, the value of the Collateral and the aging of the Receivables offered at the time of each purchase.

3.3. Acceptance. The Purchaser shall not have any obligation to purchase Eligible Receivables from the Seller and reserves the right to exercise its sole discretion in approving the credit of the Seller pursuant to this Section 3.3 before purchasing any Receivable. Upon acceptance of a Purchase Summary by the Purchaser there will, subject to (i) confirmation by the Purchaser of the proposed Purchase Price, (ii) the Purchase Limit, and (iii) satisfaction of the applicable conditions precedent set forth below, exist a binding agreement between the Seller and the Purchaser for the purchase of the Eligible Receivables specified in such Purchase Summary. It shall be a condition precedent to each Advance, subject to the temporary waiver outlined at Schedule "C" (if applicable), that:

(a) all of the representations and warranties of the Seller set forth under Section 5 of this Agreement are true and correct on the related Purchase Date; and

(b) the Purchaser shall have received from the Seller, prior to the Purchase Date (i) written confirmation that the Seller is in compliance with the banking arrangement set forth in Section 4.1(a), or in the absence of it, Section 4.1(b), (ii) evidence or written confirmation that underlying Cannabis Product has been delivered to and accepted by the applicable Account Debtor, (iii) the Purchaser is satisfied in its reasonable discretion with its due diligence review of the related Eligible Receivables included in the Purchase Summary and related Receivable Files, (iv) the Purchaser is satisfied in its sole discretion that the Receivables forming part of the Purchased Receivables will, as of the related Purchase Date, constitute Eligible

Receivables, and (v) an executed copy of the Bill of Sale for such purchase, including a detailed summary of the invoices comprising the Purchased Receivables.

3.4. Effectiveness of the Sale to Purchaser; Absolute Sale. Effective upon receipt by the Seller of such Purchase Price and delivery of the related Bill of Sale, all of the Seller's right, title and interest in and to the related Eligible Receivables will be sold, transferred and assigned to the Purchaser without recourse (except as provided in this Agreement) and without the need of any formality or other instrument of assignment, and such Eligible Receivables shall be deemed to be Purchased Receivables. It is the intention of the Purchaser and the Seller that (a) the sales pursuant to Section 3.1 constitute an absolute sale of the Purchased Receivables, conveying good title free and clear of any lien, from the Seller to the Purchaser and are not intended, nor should be construed as, a loan or an assignment by way of security, and (b) the Purchased Receivables not be a part of the Seller's estate in the event of an Insolvency Event with respect to the Seller. The Seller shall have no automatic right in any circumstance to re-purchase or re-acquire any payments related to the Purchased Receivables.

3.5. Establishment of a Reserve. The Purchaser shall establish and maintain on its books a Reserve (the "**Reserve**") which shall be specified in the Purchase Summary. The Reserve shall be a book entry established and administered by the Purchaser representing that portion of the Purchase Price held back by the Purchaser and which amount is pledged by the Seller as security in favour of the Purchaser at the time of each Purchase pursuant to Section 6 below. The Purchaser may also establish and maintain an additional reserve (the "**Dilution Reserve**") which shall be specified in the Purchase Summary in an amount equal to the sum of: (a) the aggregate value of all Cannabis Products reasonably expected to be returned by the Account Debtor within 60 days following the Purchase Date due to aging, pursuant to the policy of the Account Debtor in respect of returns due to aging as determined by the Purchaser, (b) any known offsets or credits that are due to the Account Debtor from the Seller, including but not limited to any price adjustments, reimbursements, fees, or discounts, which the Seller agrees it shall report to the Purchaser immediately upon their discovery. Upon collection of all amounts owing under the Purchased Receivables by the Purchaser, and confirmation that the amounts calculated in this Section 3.5 are no longer applicable, or have been recovered from the Dilution Reserve; the remaining amount held in reserve will be released and paid back to the Seller within five (5) Business Days, so long as neither an Event of Termination or any event that with notice, lapse of time or otherwise would constitute an Event of Termination or that the Termination Date has occurred.

4. ADMINISTRATION.

4.1. Cash Management.

(a) The Seller shall instruct each applicable Account Debtor to remit all proceeds and/or payments due or arising from any Purchased Receivable to the Purchaser's Bank Account. Upon receipt of such proceeds and/or payments into the Purchaser's Bank Account, the Purchaser shall promptly, but no later than two (2) Business Days thereafter, remit the net amount to the Seller's Bank Account after deducting all accrued and unpaid fees, costs, and expenses associated with the Purchased Receivables.

(b) If an Account Debtor chooses not to remit proceeds and/or payments owing or payable to the Seller under or arising from any Purchased Receivable into the Purchaser's Bank Account, the Seller shall direct the applicable Account Debtor to remit by electronic funds transfers all proceeds and/or payments owing or payable to the Seller under or arising from any Purchased Receivable into the Seller's Bank Account. Payments owing or payable to the Purchaser under or arising from any Purchased Receivable deposited into the Seller's Bank Account shall be made by the Seller upon authorization by a director or officer of the Seller. All such payments shall be made by electronic funds transfers from the Seller's Bank Account to the Purchaser's Bank Account within two (2) Business Days of the end of the associated Collection Period.

The Seller shall authorize a person acting on behalf of the Purchaser (the "**Authorized Person**") to act as a signing authority with respect to the Seller's Bank Account including the grant of viewing rights through online banking and the right to make inquiries with respect to such account or any other bank account that the Seller may determine and designate from time to time, into which the Account Debtor shall direct the deposit of all proceeds or funds, of any kind or amount, related to or arising from any Purchased Receivables hereunder.

The Seller agrees that it shall be solely responsible for any fees in connection with the transfer or wire of the proceeds or funds associated with Purchased Receivables into the Purchaser's Bank Account.

(c) In the event that any amount due and payable under any Purchased Receivable is not transferred into the Purchaser's Bank Account within two (2) Business Days of the end of the associated Collection Period, the Authorized Person, acting solely and without further authorization required from the Seller, shall be authorized to transfer the outstanding amount by electronic fund transfer from the Seller's Bank Account to the Purchaser's Bank Account within five (5) Business Days and will provide notice of such transfer to the Seller.

(d) In the event that any amount due and payable under any Purchased Receivable is not deposited into the Purchaser's Bank Account or the Seller's Bank Account and is otherwise received by the Seller, all such amounts shall be deposited by the Seller into the Seller's Bank Account promptly, but in any event not later than one (1) Business Day of receipt of same, and the Seller hereby acknowledges and agrees that all such amounts shall be held in trust by the Seller for the benefit of the Purchaser until such time as they are properly deposited into the Seller's Bank Account.

4.2. Servicing. The Seller shall administer, service, and collect payments, including sales taxes, goods and services taxes, harmonized taxes, and other similar taxes and all related penalties and interest (collectively the "**Taxes**") owed by the Account Debtor in respect of each Purchased Receivable until the Termination Date. The Seller will be responsible for remitting Taxes to the tax authorities and will act as custodian of the Receivables Files on behalf of the Purchaser and shall not be entitled to any remuneration from the Purchaser for performing its servicing obligations hereunder. All requests or queries from any Account Debtor under any Purchased Receivable regarding the underlying purchase of any Cannabis Products that is subject thereto shall be dealt with by the Seller in the ordinary course of business. Notwithstanding the foregoing, the Purchaser may service the Receivables directly upon any failure of the Seller to collect payments from the Account Debtors and such failure continues unremedied for a period of five (5) Business Days after the earlier of the date on which the Seller receives notice thereof from the Purchaser and the date the Seller becomes aware thereof.

4.3. Deemed Collections. If on any day the outstanding balance of a Receivable is reduced or canceled as a result of any defective, rejected, undelivered or returned inventory, any cash discount or adjustment (including any adjustment resulting from the application of any special refund or other discounts or any reconciliation), any setoff or credit (whether such claim or credit arises out of the same, a related, or an unrelated transaction) or other similar reason not arising from the financial inability of the Account Debtor to pay undisputed indebtedness, the Seller shall be deemed to have received on such day a Collection on such Receivable in the amount of such reduction or cancellation. If on any day any representation, warranty, covenant or other agreement of the Seller related to a Receivable is not true or is not satisfied, the Seller shall be deemed to have received on such day a Collection in the amount of the outstanding balance of such Receivable. All such Collections deemed received by the Seller under this Section shall either (i) be deposited by the Seller into the Seller's Bank Account or (ii) replaced by the Seller with another Eligible Receivable(s) in equal value and subject to approval by the Purchaser. In the event any Purchased Receivable is canceled and the value of the associated Collection is not deposited or replaced as described in the preceding sentence within five (5) Business Days, the amount to be deposited by the Seller pursuant to the preceding sentence in respect of such Purchased Receivable will be increased to include 30 days' interest at the rate of 30.0% per annum. For clarity, the term "**Collection**" shall mean all cash collections and other cash proceeds of the Purchased Receivables.

4.4. Accounting. From the Purchase Date, the Seller will maintain accurate accounts and records for each Purchased Receivable to clearly indicate that each Purchased Receivable has been sold to the Purchaser, together with the Receivable Files, and including a further indication of the status of such underlying Receivable, including payments and collections made to the Purchaser and payments owing (and the nature of each).

4.5. Refund to Seller. Provided that there does not then exist an Event of Termination or any event or condition that with notice, lapse of time or otherwise would constitute an Event of Termination, the Purchaser shall refund to the Seller by electronic fund transfer, the amount, if any, which Purchaser owes to Seller at the end of the Collection Period according to the accounting prepared by Purchaser for that Collection Period (the "**Refund**"). The Refund shall be an amount equal to:

(A) (1) The Reserve as of the beginning of that Collection Period, PLUS

(2) the Dilution Reserve, if applicable, created for each Purchased Receivable during that Collection Period, MINUS

(B) The total for that Collection Period of:

(1) Finance Fees;

(2) Dilution Reserve charges as set forth in Section 3.5 hereof; and

(3) all other amounts due by the Seller to the Purchaser during that Collection Period to the extent Purchaser has agreed in writing to accept payment thereof by deduction from the Refund.

4.6. No Comingling of Funds; Remittance of Amounts Collected. To the extent the Seller shall have control or possession of any amounts owing by Account Debtors in connection with any Purchased Receivable, the Seller shall (a) hold such amounts in the name and for the benefit of the Purchaser and (b) separately maintain, and not commingle, such amounts with any assets of the Seller or any other Person. The Seller shall remit to the Purchaser any and all amounts collected as provided in Section 4.1(b) hereof.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Representations and Warranties of Seller. Subject to the temporary waiver outlined at Schedule "C" (if applicable), the Seller represents and warrants to the Purchaser as of each Purchase Date (unless specifically stated below to be as of another date), on which the Purchaser is relying on acquiring the Purchased Receivables and which will survive the sale of such Purchased Receivables to the Purchaser on such Purchase Date:

(a) it is duly incorporated, amalgamated, or formed (as applicable), validly existing, and in good standing under the laws of your jurisdiction of incorporation or formation.

(b) it is qualified to carry on business and in good standing in each jurisdiction where it owns or leases property or assets.

(c) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder.

(d) it has taken all necessary actions to authorize the entry into this Agreement and the obligations hereunder.

(e) the execution, delivery, and performance of this Agreement and the obligations hereunder do not conflict with, contravene, violate or result in a breach of its, or any subsidiaries, constating documents, any federal or provincial/territorial law, or any contractual obligation to which it or its subsidiaries are subject.

(f) there is no charge, investigation, action, suit, or proceeding before or by any court pending or, to the best knowledge of the Seller, threatened that, if determined adversely to the Seller, would have a material adverse effect upon the performance by the Seller of its duties under, or on the validity or enforceability of this Agreement.

(g) No Default. The Seller is:

(i) not in default under any supply agreement entered into with the Account Debtor or any Obligations hereunder to which it is a party; or

(ii) not in default (after the passage of all applicable grace periods), and there has occurred no event which, with notice or lapse of time, or both, would constitute a default, under any material agreement for borrowed money, which default or event would have a material adverse effect on its business or financial condition.

(h) Financial Statements. The notice to reader financial statements of the Seller most recently delivered to the Purchaser pursuant to this Agreement were prepared in accordance with GAAP consistently applied. The balance sheet included in such financial statements fairly reflects the assets and liabilities of the Seller as at the date of such balance sheet and the statements of income and retained earnings included in such financial statements fairly reflect the results of the operations of the Seller throughout the period covered thereby.

(i) Place of Business. Its chief executive office and chief place of business is located at 530 Wright Blvd, Stratford, ON N4Z 1H3 or at such other location for which notification has been given to the Purchaser in accordance with Section 9.2.

(j) Material Change. There has been no material adverse change in the business or financial condition of the Seller since the date of the latest financial statements delivered to the Purchaser, and since such time the Seller has not entered into any transaction outside of the ordinary and usual course of the business of the Seller of a material nature which has not been disclosed in writing to the Purchaser.

(k) Eligible Receivables. Each of the Receivables comprising part of the related Purchased Receivables satisfies each of the criteria specified in **Schedule "A"** on such Purchase Date and the information in respect of such Receivables provided to the Purchaser pursuant to this Agreement is in all material respects true and correct.

(l) Good Title. The Seller has good and marketable title to the Purchased Receivables free and clear of all Liens, and such all Purchased Receivables have been sold, transferred and assigned to the Purchaser free and clear of any Liens.

(m) No Registrations. No effective financing statement or other instrument similar in effect perfecting a Lien in any related Purchased Receivables is on file in any relevant recording office registered or filed against the Seller, except (i) in favour of the Purchaser as contemplated in Section 2(e)(i) above, or (ii) as may have been waived in writing by the Purchaser or in respect of which a waiver, release or acknowledgement in form and substance acceptable to the Purchaser has been obtained.

(n) Information Correct. No information, exhibit, financial statement, document, book, record or report furnished by the Seller under this Agreement or in connection herewith is or will be inaccurate in any material respect as of the date it is or will be dated or as of the date so furnished, or omits or will omit to state a material fact or any fact necessary to make the statements contained therein not materially misleading.

(o) Residency. The Seller is a resident of Canada within the meaning of the Income Tax Act (Canada).

5.2 Survival of Representations and Warranties. The representations and warranties set forth in this Agreement and in any certificate or other document delivered hereunder shall, notwithstanding any investigation made by the Purchaser or its legal counsel, or any other representative of the Purchaser or the completion of any Purchase, be true as at the date of such Purchase, and shall continue in full force and effect so long as any payments under the Purchased Receivables remains outstanding.

5.3 Dilution Risk Notice. Upon becoming aware of any actual or potential decrease in the face value of a Purchased Receivable due to cash credits to the applicable Account Debtor resulting from any defective, rejected, canceled, undelivered or returned inventory or services or as a result of any cash discount or other monetary adjustment or settlement by the Seller or any other Person other than the Purchaser, including the occurrence of an Insolvency Event (hereinafter referred to as a "**Dilution Risk**"), Seller shall promptly notify the Purchaser and provide all relevant background facts causing the reduction or canceling of the Purchased Receivable. Notice shall be given in writing and shall identify the Purchased Receivable which will be subject to the remedies set forth in Section 4.3 hereof.

5.4 Other Seller Covenants. Subject to the temporary waiver outlined at Schedule "C" (if applicable), the Seller covenants with the Purchaser:

(a) to duly and punctually perform or cause to be performed all Obligations at the dates, time and places, and in the manner mentioned herein;

(b) to conduct its business in such a manner so as to comply in all material respects with all laws and regulations and so as to preserve and protect its property and assets and the earnings, income and profits therefrom;

(c) to preserve and maintain its corporate existence, rights, franchises and privileges and to qualify and remain qualified to carry on business in each jurisdiction in which the failure to do so would reasonably be expected to have a material adverse effect on the interests of the Purchaser or the Seller's ability to perform its Obligations under this Agreement;

(d) except as otherwise expressly permitted in this Agreement not to sell, transfer, assign (by operation of law or otherwise) or otherwise dispose of any of the Purchased Receivables (or any interest therein), take any action which may cause the validity, enforceability or collectability of the Purchased Receivables to be impaired or take any action or omit to take any steps which may cause a Lien to attach or extend to or otherwise burden the Purchased Receivables, Reserve, Dilution Reserve, Collections or any account to which any Collections are payable;

(e) to provide the Purchaser with prompt written notice of any change in the business or financial condition of the Seller that is reasonably likely to have a material adverse effect, or of any material loss, destruction or damage of or to the properties and assets of the Seller;

(f) to furnish to the Purchaser with the following statements, reports and certificates:

(i) within 120 days after the end of each fiscal year of the Seller, copies of the notice to reader financial statements of the Seller with respect to such fiscal year, duly signed;

(ii) within 60 days after the end of each fiscal quarter of the Seller, a copy of the management prepared internal financial statements of the Seller with respect to such fiscal quarter;

(iii) within 20 days after the end of each month, a comprehensive data backup report satisfactory to the Purchaser, acting reasonably, generated by and/or from the Seller's accounting system relating to the Purchased Receivables; and

(iv) within 20 days after the end of each month a copy of the sell-through and inventory aging reports for each applicable Account Debtor;

(g) from and after the Closing Date, the Seller shall, from time to time, permit the Purchaser access to the books and records of the Seller that relate directly to the Purchased Receivables, provided the Purchaser or such appointed third party, other than following an Event of Termination, provides 24 hours' notice of its desire to review such books and records and the review is conducted during usual business hours, for the purpose of the Purchaser (or other third party retained by the Purchaser) undertaking a review of the accounting records regarding the Purchased Receivables including, without limitation, confirmation of the existence of the Receivables consisting of the Purchased Receivables, the related Receivable Files, and assignments, registration of security interests for the Security and the Purchased Receivables and renewals thereof, payment history for any Purchased Receivables and similar matters;

(h) to remit within two (2) Business Days, without set-off or other deduction, to the Purchaser's Bank Account, any Collections received (including deemed to be received pursuant to Section 4.3) by the Seller.

(i) starting on the 60th day following the closing of this Agreement, to pay 2% per annum (the "**Unused Facility Fee**") calculated on a monthly basis based on the average daily shortfall between (i) the product of (a) 75% and (b) the Purchase Limit and (ii) the principal amount outstanding of all Purchased Receivables during the preceding month and shall be payable by the Seller on a monthly basis unless waived by the Purchaser in writing. One-half of the unused facility fee will be credited against fees for utilization in excess of 75% of the Purchase Limit in accordance with an agreed total.

(j) So long as any amounts remain outstanding under this Agreement, if the Seller desires to borrow additional funds (a "**Prospective Financing**"), the Purchaser shall have the right of first refusal to participate in the Prospective Financing, and the Seller shall provide written notice containing the terms of such Prospective Financing (the "**ROFR Notice**") to the Purchaser prior to effectuating any such transaction. The ROFR Notice shall specify all of the key terms of the Prospective Financing, including, but not limited to, the proposed facility amount, the proposed rate of interest, the proposed term of the loan, and any and all other relevant terms, each as applicable. Upon the Purchaser's receipt of the ROFR Notice, the Purchaser shall have the exclusive right to participate in such Prospective Financing(s), upon the terms specified in the ROFR Notice, by sending written notice to the Seller within seven (7) business days after the Purchaser's receipt of the ROFR Notice. In the event Purchaser fails to exercise its right of first refusal with respect to a ROFR Notice within the time set forth above, the Purchaser shall be deemed to have waived its right of first refusal with respect to such Prospective Financing, provided that it shall retain such right with respect to any future Prospective Financing.

5.5 Representations and Warranties of Purchaser.

(a) it is duly incorporated, amalgamated, or formed (as applicable), validly existing, and in good standing under the laws of your jurisdiction of incorporation or formation.

(b) it is qualified to carry on business and in good standing in each jurisdiction where it owns or leases property or assets.

(c) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder.

(d) it has taken all necessary actions to authorize the entry into this Agreement and the obligations hereunder.

(e) the execution, delivery, and performance of this Agreement and the obligations hereunder do not conflict with, contravene, violate or result in a breach of its, or any subsidiaries, constating documents, any federal or provincial/territorial law, or any contractual obligation to which it or its subsidiaries are subject.

(f) there is no charge, investigation, action, suit, or proceeding before or by any court pending or, to the best knowledge of the Seller, threatened that, if determined adversely to the Seller, would have a material adverse effect upon the performance by the Seller of its duties under, or on the validity or enforceability of this Agreement.

6. SECURITY INTEREST.

6.1 Security.

(a) As general and continuing collateral security for the due payment and performance of all present and future Obligations (whether direct or indirect, joint or several, absolute or contingent, liquidated or unliquidated damages, matured or unmatured) which the Seller has from time to time incurred or may incur or be liable to the Purchaser under, in connection with or with respect to this Agreement and any other Transaction Documents and any unpaid balance thereof, the Seller hereby grants, assigns, transfers, sets over, mortgages, charges, and pledges to the Purchaser, and grants to the Purchaser a first priority security interest in, all of the Seller's right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(i) All of the moneys and other sums payable to or receivable by the Seller under or pursuant to the provisions of the Eligible Receivables;

(ii) the Reserve Amount and the Dilution Reserve proceeds relating thereto;

(iii) all books and records relating to the foregoing, including in any form or medium; and

(iv) all additions, substitutions and replacements for each of the foregoing.

(b) The Seller confirms that value has been given and that the Seller and the Purchaser have not agreed to postpone the time for attachment of the security interests in the Collateral. The Seller acknowledges that, in order to give full force and effect to such security interests granted in Section 6.1(a), it may be necessary or advisable from time to time for the Seller to execute separate forms of security documents in and for any jurisdiction, and the Seller agrees to forthwith execute any such security documents that grant Liens similar to but no greater effect than the security interests granted pursuant to Section 6.1(a) for any jurisdiction, upon the reasonable request of the Purchaser from time to time.

(c) If the Seller shall fail to perform any covenant on its part contained herein or in any other Transaction Document, the Purchaser may in its sole discretion, after giving prior written notice to the Seller of its intention to do so, perform any of such covenants capable of being performed by it and, if any such covenant requires the payment or expenditure of money, the Purchaser may make payments or expenditures with its own funds, or with money borrowed by or advanced to it for such purpose, but shall be under no obligation to do so; and all sums so expended or advanced shall be at once payable by the Seller on written demand and, if not paid within five (5) Business Days after receipt by the Seller of such written demand, shall bear interest at the rate of interest equal to 30.0% per annum until paid, and shall be payable out of any funds coming into the possession of the Purchaser in priority to any other application, but no such performance or payment shall be deemed to relieve the Seller from any Trigger Event hereunder.

6.2 Discharge. The Purchaser shall, at the written request and at the expense of the Seller, cancel and discharge the Liens created hereunder, return any portion of the Purchase Price held back by the Purchaser (after all deductions therefrom which the Purchaser is then entitled to make) and execute and deliver to the Seller such deeds or other instruments as shall be requisite to discharge such Liens, and to reconvey to the Seller the relevant property subject to the Liens thereof, free and clear of such Liens and to effect the cancellation of the registration of the Security, and to release the Seller from the covenants herein contained, if the Seller has satisfied the Obligations (if any) then outstanding and the liabilities of the applicable Account Debtor to pay all payments then outstanding have been satisfied in full.

7. TERMINATION AND ENFORCEMENT

7.1. Termination.

(a) This Agreement will terminate on the earlier of (a) the date that is twelve (12) months from the date of the Closing Date, subject to an extension on terms and conditions to be agreed to in writing by the Seller and the Purchaser, and (b) ten (10) business days after written notice of termination is provided by the Seller to the Purchaser (the "**Termination Date**"), provided however, that Section 8(b), Section 9.1, Section 9.5 and Section 9.8 will be continuing and will survive any termination of this Agreement. Notwithstanding the foregoing, no early termination of this Agreement by Seller will be valid or in any way affect or impair any right of the Purchaser arising prior thereto or by reason thereof, nor will any such termination relieve Seller of any duty to Purchaser hereunder, including the right of payment of an Early Termination Fee pursuant to Section 7.6 hereof, nor deny Purchaser any benefit from this Agreement or the Transaction Documents until all outstanding Obligations hereunder, including the aggregate amount outstanding of all Purchased Receivables, are discharged or paid in full.

(b) If an Event of Termination has occurred, the Purchaser, by written notice to the Seller, may declare that the Termination Date has occurred on the date specified in such notice, which date may be the date of such declaration or any date thereafter; provided, however, that with the occurrence of an Event of Termination as described in paragraph (e) of Section 7.2, the Termination Date shall automatically occur, without demand, protest or any notice of any kind, all of which are hereby expressly waived by Seller.

7.2. Events of Termination. The occurrence of any one or more of the following shall constitute an Event of Termination hereunder.

(a) the non-payment of any amount payable by the Seller to the Purchaser under any of the Transaction Documents;
(b) the Seller commits an act of fraud;
(c) the commencement of Proceedings for the dissolution, liquidation or winding-up of the Seller or for the suspension of the operations of the Seller, unless such Proceedings are being contested in good faith by proper legal proceedings;
(d) the occurrence of an Insolvency Event with respect to the Seller;
(e) any representation or warranty made by the Seller in this Agreement or in any other document, agreement or instrument delivered pursuant hereto or referred to herein or any information furnished in writing to the Purchaser by the Seller proves to have been incorrect in any material respect when made or furnished;
(f) a writ, execution, attachment or similar process is issued or levied against all or any portion of the property of the Seller in connection with any judgment against it in any amount which materially affects its ability to perform the Obligations, and such writ, execution, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within sixty days after its entry, commencement or levy;
(g) the material breach or failure of due observance or performance by the Seller of any covenant or provision of any Transaction Document, other than those covenants heretofore or hereafter dealt with in this Section 7.2(g), or of any other document, agreement, or instrument delivered by the Seller pursuant hereto or thereto, which breach or failure or non-performance, singly or in the aggregate, could have a material adverse effect on the business or operations of the Seller and which is not remedied within thirty (30) days after written notice to do so has been given by the Purchaser to the Seller;

(h) one or more encumbrancers, lienors or landlords take possession of the property or assets of the Seller having a fair market value in excess of $100,000 or take steps to enforce their security or other remedies against such assets having a fair market value in excess of $100,000, provided that the taking of such possession or such steps to enforce is not being contested by proceedings in good faith and possession of such assets or such enforcement has not been vacated, stayed or otherwise ruled improper in such proceedings within thirty (30) days;

(i) the Seller defaults on the payment of any principal of or any interest on any indebtedness (after the passage of all applicable grace periods), or breaches any term of such indebtedness or of any loan agreement, mortgage, indenture or other agreement relating thereto (after the passage of all applicable grace periods) if (i) the principal amount of such indebtedness exceeds $50,000; and (ii) there is an acceleration under the applicable instrument and a demand for payment of the accelerated amount; or

(j) the occurrence of a Change of Control.

7.3 Remedies. Upon the occurrence of and during the continuance of an Event of Termination, the Purchaser may take any or all of the following actions: (i) refuse to enter into additional Purchases; (ii) assume the collection of all payments under all Purchased Receivables and the management and administration of all Receivables comprising of the Purchased Receivables, (iii) set-off against the funds in the Reserve in an amount equal to the outstanding Obligations; (iv) by written notice to the Seller, declare any outstanding Obligations to be, whereupon the same shall become, immediately due and payable; (v) require the Seller post additional Eligible Receivables in value sufficient to cover any shortfall in the Obligations; (vi) realize upon any of the Collateral; or (vii) exercise any other right or power or take any action, suit, remedy or proceeding authorized or permitted by this Agreement, any of the other Transaction Documents, by law, by equity or otherwise.

7.4 Waivers. The Purchaser may at any time waive in writing any event that with notice, lapse of time or otherwise would constitute an Event of Termination (a "**Trigger Event**") or an Event of Termination which may have occurred provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent Trigger Event or Event of Termination or the rights or remedies resulting therefrom.

7.5 Remedies Cumulative. Each of the remedies available to the Purchaser hereunder is entitled to be a separate remedy and in no way is a limitation on any one or more of the other remedies otherwise available to the Purchaser. The rights and remedies herein expressly specified or in Section 6 are cumulative and not exclusive. The Purchaser may in its sole discretion exercise any and all rights, powers, remedies and recourses available under this Agreement or under any document comprising the Security or any other remedy available to it, and such rights, powers and remedies and recourses may be exercised concurrently or individually without the necessity of any election.

7.6 Early Termination Fee. An early termination fee equal to 1.8% of the Purchase Limit will be due and payable by the Seller if the Seller terminates the Agreement before the date that is three (3) months after the Closing Date.

8. FEES, COSTS AND EXPENSES; INDEMNIFICATION.

(a) The Seller will pay to Purchaser immediately on demand all fees, costs and expenses (including fees of attorneys and professionals and their costs and expenses) that Purchaser incurs or may impose in connection with any of the following: (a) preparing, negotiating, administering, and enforcing this Agreement or any other agreement executed in connection with this agreement, including any amendments, waivers or consents, (b) enforcing any rights against the Seller or any guarantor, or any person liable for any Purchased Receivable, (c) protecting or enforcing its interest in the Purchased Receivables or the Collateral, (d) collecting the Purchased Receivables and the obligations, and (e) the representation of the Purchaser in connection with any bankruptcy case or insolvency proceeding involving Seller, any Purchased Receivable, the Collateral, any Account Debtor, or any Guarantor.

(b) The Seller or the Purchaser (each such Person an "**Indemnifying Party**") shall defend, indemnify and hold the other party (the "**Indemnified Party**") harmless from and against any and all claims, actions, damages, costs, expenses (including fees of attorneys and professionals and their costs and expenses), and liabilities of any nature whatsoever arising out of or in connection with (i) any failure to perform any of its duties or obligations under this Agreement, (ii) any breach of the representations and warranties made by the Seller or the Purchaser in Section 5 (determined after giving effect to any payment made pursuant to Section 3 hereof), (iii) any fraud or material misrepresentation by the Seller or the Purchaser or by any of its officers, directors, employees or agents in connection with this Agreement, any wilful neglect by the Seller or the Purchaser or by any of its officers, directors, employees or agents of any of their respective obligations under any of the Transaction Documents or any wilful act or omission by the Seller or the Purchaser thereunder or by any of its officers, directors, employees or agents, (iv) any litigation or dispute (whether instituted by the Purchaser, the Seller or any other person) about the Purchased Receivables, the Collateral, this Agreement or any other agreement executed in connection with this Agreement.

(c) The Indemnifying Party shall be responsible for the payment of all amounts due under this Section 8 but no later than ten (10) Business Days after written demand therefore.

9. MISCELLANEOUS PROVISIONS.

9.1. Amendments, Waivers, Entire Agreement: No amendment or waiver of any provision of this Agreement nor consent to any departure therefrom shall, except as permitted herein, be effective unless the same shall be in writing and signed by the Purchaser and the Seller and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. This Agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written agreements or undertakings.

9.2. Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including fax or e-mail) and faxed, mailed, emailed or delivered, to each party hereto, at its address set forth under its name on the signature page hereof or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and communications shall be effective, in the case of written notice, on the Business Day it is delivered, and, in the case of notice by e-mail or fax, when e-mailed or faxed and receipt confirmed back, in each case addressed as aforesaid.

9.3. No Waiver; Remedies. No failure on the part of the Purchaser to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by Law.

9.4 Binding Effect; Assignability. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns; provided, however, the Seller may not assign its rights hereunder or any interest herein without the prior written consent of the Purchaser. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms.

9.5 Confidential Information.

(a) The Purchaser agrees to, and will cause each of the Information Recipients (defined below) to, hold and treat all Confidential Information of the Seller in strict confidence and in accordance with this Section 9.5, and will implement and maintain safeguards to protect the confidentiality of such Confidential Information, and will use the same degree of care to protect such Confidential Information as it uses to protect its own confidential information of a like nature, but in no circumstances less than reasonable care.

(b) The Purchaser and each of the Information Recipients will not, without the written consent of the Seller, use Confidential Information for any purpose other than in connection with structuring the transactions contemplated by this Agreement, facilitating the offering, distribution and issuance of any notes of the Purchaser, collecting data for internal use with respect to market practices and trends, or otherwise for the purposes of performing its obligations under this Agreement or for exercising its rights of inspection or receipt of reports under this Agreement in connection with the performance of its reasonable due diligence on the Purchased Receivables, and will disclose any Confidential Information to any third party other than the Purchaser or its agents or a successor servicer of the Purchased Receivables, or their respective officers, directors, employees or agents that have a need to know such information in connection with the Purchaser's performance of its obligations under this Agreement and have agreed to be bound by obligations of confidentiality and data protection substantially the same as those of this Section 9.5. The foregoing prohibitions on disclosure of Confidential Information will not apply where the Seller has consented in writing to disclosure, or where such disclosure is in response to a valid court order, law, rule, regulation or other governmental action provided that (i) the Seller is notified in writing prior to disclosure of the Confidential Information, (ii) the Information Recipient assists the Seller to limit or prevent the disclosure of Confidential Information, and (iii) any such disclosure is limited to such information as is necessary to comply with such order, law, rule, regulation or action.

(c) In this Section 9.5, "**Confidential Information**" means information of the Seller of a confidential, proprietary or similar nature that is received by the Purchaser, or any other Person to whom the Seller may be required to disclose or provide access to information hereunder or any of their respective officers, directors, employees or agents (each, an "**Information Recipient**") in connection with this Agreement, whether received directly or indirectly and whether received orally, in writing or in any material form. "Confidential Information" will not include information that (A) is or becomes generally available to the public through no fault of any of the Information Recipients (B) was available to any of the Information Recipients on a non-confidential basis from a Person or entity other than the Seller prior to its receipt by any of the Information Recipients in connection with this

Agreement or (C) becomes available to any of the Information Recipients on a non-confidential basis from a Person other than the Seller having legitimate possession of the information and who is to the knowledge of the Information Recipient not otherwise bound by a confidentiality agreement with the Seller and is to the knowledge of the Information Recipient not otherwise prohibited from disclosing the information to the Information Recipients, provided, in either case, that the information did not become available to the Information Recipients in circumstances in which the information would reasonably be understood to be confidential.

9.6 Press Releases and Public Announcements. The form and content of the initial press release or public identification of Seller as a client of Purchaser shall be mutually agreed upon by the parties. Thereafter, Purchaser shall consult with Seller before issuing any press release or making any other public announcement, except to the extent that such disclosure is, in the opinion of counsel, required by law.

9.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

9.8 Submission to Jurisdiction. Each party to this Agreement submits to the non-exclusive jurisdiction of the courts in the Province of British Columbia for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated by this Agreement. Each party to this Agreement irrevocably waives, to the fullest extent it may do so, any objection that it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

9.9 Waiver of Jury Trial. Each party to this Agreement irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated by this Agreement.

9.10 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Counterparts may be executed electronically and delivered by e-mail, fax or other electronic means.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

The parties hereto have caused this Agreement to be duly executed and delivered as of the date specified on the first page of this Agreement.

GREENSEAL CANNABIS COMPANY LTD., as Seller

By: Corey Hamilton

Name: Corey Hamilton

Title: Director

STOKE CANADA FINANCE CORP., as Purchaser

By: ______________________________

Name: Amanda Shipka

Title: Director, CPO

[SIGNATURE PAGE TO RECEIVABLES PURCHASE AGREEMENT]

Schedule A – ELIGIBLE RECEIVABLES CRITERIA

The following are the criteria applicable to each Receivable in order for it to qualify as an "**Eligible Receivable**":

(a) the obligor under the Receivable is a Crown Wholesaler or a Private Wholesaler duly underwritten and approved by the Purchaser;
(b) the Receivable is denominated in Canadian Dollars and payable in Canada;
(c) the Receivable is subject to the terms of a valid supply agreement or contract between the Seller and the Account Debtor, and any consent and/or approval from the Account Debtor to the sale of such Receivable has been obtained by the Seller in writing, in form and substance reasonably satisfactory to the Purchaser;
(d) the underlying Cannabis Product related to the Receivable must be approved and accepted by the Account Debtor, such that the amounts due and owing by the Account Debtor is not contested, and the Purchaser shall be in receipt of evidence or written confirmation that such Cannabis Product has been accepted by the Account Debtor, in form and substance reasonably satisfactory to the Purchaser;
(e) the Receivable was originated in the ordinary course of the Seller's business in compliance with Applicable Law;
(f) the Receivable (i) is in full force and effect and constitutes a legal, valid and binding obligation of the Account Debtor, enforceable against the Account Debtor in accordance with its terms (subject to Applicable Law and to equitable principles of general application), and (ii) is not subject to any asserted or threatened dispute, set-off, counterclaim or defense;
(g) the Receivable does not contain terms which limit the right of the owner thereof to sell, transfer or assign such Receivable or any interest therein (including any amounts owing or otherwise payable thereunder), unless the Seller obtains a written waiver or consent to remove such restrictions;
(h) the original term of the underlying invoice supporting the Receivable requires that payment in full be made by no later than 90 days for invoice date;
(i) immediately prior to the sale of the Receivable to the Purchaser, the Seller had good and marketable title to such Receivable and the related Cannabis Products free and clear of any Lien;
(j) the Receivable is not a Receivable in respect of which any required payment is delinquent; and
(k) the Receivable constitutes an "account" or "chattel paper" within the meaning of the PPSA of the Province of British Columbia.

Schedule B – FORM OF PURCHASE SUMMARY

This Schedule “B” is attached to and forms an integral part of the Receivables Purchase Agreement dated as of ____________ (the “**Receivable Purchase Agreement**”), between **Greenseal Cannabis Company Ltd.** (“**Seller**”), as seller, and **Stoke Canada Finance Corp.** (“**Purchaser**”), as purchaser. By their execution and delivery of this Purchase Summary, all provisions of the Receivable Purchase Agreement are incorporated herein, except as specifically modified in this Purchase Summary, including the Applicable Reserve Percentage and the Dilution Reserve. Capitalized terms used and not defined in this Purchase Summary have the meanings set forth in the Receivable Purchase Agreement. The following terms shall have the meaning given below:

PURCHASED RECEIVABLES:	See attached Appendix A.
PURCHASE DATE:	<*>
PURCHASE PRICE:	CAD$ (plus all applicable taxes)
APPLICABLE RESERVE PERCENTAGE:	25%
RESERVE AMOUNT:	<*>
DILUTION RESERVE:	<*>
RESERVE FLOOR:	<*>
ADMIN FEE:	CAD$150.00
ADVANCE AMOUNT:	CAD$____________
FINANCING FEE:	1.80% per 30 days, charged (uncompounded) daily.
DEFAULT FEE:	1.0% per 30 days, charged (compounded) daily.
SELLER’S BANK ACCOUNT:	See attached Appendix B
PURCHASER’S BANK ACCOUNT:	See attached Appendix C
BILL OF SALE:	See attached Appendix D

In consideration of the advance by Purchaser to the Seller of the Purchase Price, the Seller shall sell and assign to the Purchaser, on a fully-serviced basis and without recourse (except as provided herein or in the Receivable Purchase Agreement), and the Purchaser hereby agrees to purchase from the Seller, all of the Seller’s right, title and interest in and to the Purchased Receivables pursuant to a Bill of Sale, subject to the terms and conditions of the Receivable Purchase Agreement.

The Seller hereby acknowledges that the Purchaser is relying on all of the representations, warranties, covenants and indemnities in the Receivable Purchase Agreement applicable to this Purchase Summary. The Seller hereby certifies that subject to the temporary waiver at Schedule “C” of the Receivable Purchase Agreement (if applicable), (i) all the representations and warranties contained in the Receivable Purchase Agreement (including that each Purchased Receivable meets all of the criteria of an Eligible Receivable as set out in Schedule “A” to the Receivable Purchase Agreement and any other applicable eligibility criteria set out below in this Purchase Summary on the Purchase Date) are true and correct as of the date hereof except as any of such representations and warranties may expressly relate to an earlier date, in which case, such representations and warranties continue to be true and correct as of such earlier date, and (ii) no event has occurred and is continuing, or would result from the Purchase made in connection with this Purchase Summary, which constitutes an Event of Termination.

The Seller certifies that a copy of each Purchased Receivable, together with the related Receivable Files, has been delivered to the Purchaser. For greater certainty, if any of the Purchased Receivables have been entered into pursuant to a master agreement, then a true and complete photocopy of each such master agreement and the originally executed copy of each contract schedule described or otherwise identified in the attached Appendix A have been delivered to the Purchaser.

This Purchase Summary shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

This Purchase Summary may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement. Delivery of an executed original counterpart by a party of a signature page of this Summary by facsimile transmission or other electronically scanned method of delivery shall be as effective as delivery of a manually executed original counterpart of this Purchase Summary by such party.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Summary to be executed as of the day and year first above written.

GREENSEAL CANNABIS COMPANY LTD.	**STOKE CANADA FINANCE CORP.**
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

Attachments - **Appendix A -** Description of Purchased Receivables

Appendix B – Seller’s Bank Account

Appendix C – Purchaser’s Bank Account

Appendix D – Bill of Sale

Appendix A - Description of Purchased Receivables

PO Number	Total Invoice Amount	Total Eligible Amount	Expected Payment Date	Buyer

Appendix B - Seller's Bank Account

Name of Beneficiary: ____.

Beneficiary's address: ____.

Institution No: ____.

Beneficiary's Bank Account No: ____.

Transit: ____.

Beneficiary's Bank: ____.

Beneficiary's Bank SWIFT/CODE: ____.

Appendix C - Purchaser's Bank Account

BENEFICIARY

Beneficiary Name:	Stoke Receivables Canada Corporation
Beneficiary Address:	Suite 700, 1816 Crowchild Trail NW Calgary,
	Alberta, T2M 3Y7
Beneficiary Account Number:	121249098

BENEFICIARY BANK

Bank Name:	Digital Commerce Bank
Bank Address:	736 Meridian Road NE Calgary,
	Alberta, T2A 2N7 Canada
SWIFT (BIC) Code:	DIEECA66
Institution Number:	352
Transit Number:	10009

Appendix D - FORM OF BILL OF SALE

THIS BILL OF SALE, dated as of ____________________, is delivered to you pursuant to Section 3.1 of the Receivables Purchase Agreement dated as of ____________________, (as amended, restated, supplemented or otherwise modified to the date hereof, the "**Agreement**") between **Greenseal Cannabis Company Ltd.** as seller (the "**Seller**"), and **Stoke Canada Finance Corp.**, as purchaser (the "**Purchaser**"). Capitalized terms used but not otherwise defined in this Bill of Sale have the meanings specified in the Agreement.

Now this Bill of Sale witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns, transfers and conveys to the Purchaser (a) those Receivables listed in Schedule I hereto, (b) the related Receivables Files, (c) the universality of all present and future claims, demands, causes of action and choses in action in respect of any of the foregoing, and (d) all payments on or under and all proceeds in respect of any of the foregoing (collectively, the "**Purchased Receivables**").

Delivery of an executed signature page to this Bill of Sale by a party hereto by facsimile or electronic transmission will be as effective as delivery of a manually executed counterpart.

This Bill of Sale will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

In witness whereof, the parties have executed this Bill of Sale

GREENSEAL CANNABIS COMPANY LTD., as Seller

By: ________________________________
Authorized Signatory

By: ________________________________
Authorized Signatory

STOKE CANADA FINANCE CORP., as Purchaser

By: ________________________________
Authorized Signatory

Schedule I to Bill of Sale

PO Number	Total Invoice Amount	Total Eligible Amount	Expected Payment Date	Buyer

Schedule C – TEMPORARY WAIVER

THIS WAIVER is made as of _________________, between **GREENSEAL CANNABIS COMPANY LTD.**, a corporation governed by the laws of the Province of Ontario (the "**Seller**") having its principal place of business at 530 Wright Blvd, Stratford, ON N4Z 1H3 and **STOKE CANADA FINANCE CORP**., a corporation governed by the laws of the Province of British Columbia (the "**Purchaser**"), having its principal place of business at Suite 700, 1816 Crowchild Trail NW Calgary, Alberta, T2M 3Y7.

WHEREAS:

A. the Seller and the Purchaser (the "**Parties**") have discussed the state of the Seller's business; and

B. absent a waiver from the Purchaser, the entering by the Seller of the Receivables Purchase Agreement to which this waiver is a Schedule (the "**Agreement**") will violate certain representations, warranties, covenants, and conditions precedent contained therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the satisfaction of all non-waived conditions precedent set forth in the Agreement, the Purchaser hereby:

    a. Waives the Seller's compliance with Sections 2(f), 3.3(a), 3.3(b)(i), 5.1(l), 5.1(m), 5.4(d) of the Agreement (the "**Waived Sections**") solely insofar as such provisions would prohibit the Seller from entering into the Agreement; and
    b. Waives the Purchaser's associated recourse for non-compliance with the Waived Sections triggered by Sections 7.2(e), 8(b)(ii), and 8(b)(iii) during the Period.

2. In order to induce the Purchaser to enter into this waiver, the Seller hereby represents and warrants that:

    a. As of the date of this waiver and both prior to and after giving effect to this waiver, each of the representations and warranties contained in the Agreement and the other Transaction Documents aside from those included in the Waived Sections is true and correct in all material respects;

    b. As of the date of this waiver and both prior to and after giving effect to this waiver, the Seller shall take such measures as required to organize its affairs to comply with all representations, warranties, covenants, and conditions precedent waived under paragraph 1(a);

3. This waiver and the effectiveness of this waiver shall be valid for a period of thirty (30) days as of the date hereof subject to one or more 30-day extensions or, if earlier, as mutually agreed in writing

by the Parties (the "**Period**"), upon the fulfillment by the Seller in a manner satisfactory to the Purchaser of the following:

a. The Seller shall submit periodic progress reports to the Purchaser, but no later than once every month, indicating the status of the acquisition of no-interest letters and releases or full discharges from the creditors identified under paragraph 3(b). Each progress report should provide a clear summary of the steps taken towards obtaining these documents, potential obstacles encountered, and a revised timeline for obtaining the remaining documents, if applicable.

b. The Seller shall deliver to the Purchaser the fully executed no-interest letters and releases or evidence of full discharges from Your Neighborhood Credit Union Limited, Vault Credit Corporation, NFS Leasing Canada Ltd., and Salt Capital Inc. o/a Capital Now Cannabis, pursuant to Section 2(e), 5.1(l), and 5.1(m) of the Agreement in a form that is mutually acceptable to the Parties. Failure to deliver these documents to the Purchaser is not waived by this waiver.

c. Failure by the Seller to meet the conditions as set out in (a) and (b) may result in the termination of this waiver or the Agreement, renegotiation of its terms, or amendments to the terms and conditions of the Agreement, as mutually agreed in writing by the Parties.

4. Except as expressly provided in this waiver, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties in all respects. Without limiting the generality of the foregoing, the waiver contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement (or of any other agreement or document relating to the subject matter hereof), or as a waiver of or consent to any further or future action on the part of either party that would require the waiver or consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this waiver to be executed as of the day and year first above written.

GREENSEAL CANNABIS COMPANY LTD.	**STOKE CANADA FINANCE CORP**.
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

Signature Certificate

Reference number: 4SPBT-RHE7A-3JVTO-X7Y2S

Signer	Timestamp	Signature
Corey Hamilton Email: corey.hamilton@greensealcannabis.com Shared via link		Corey Hamilton
Sent:	07 Jun 2023 14:55:51 UTC	
Viewed:	07 Jun 2023 17:48:08 UTC	IP address: 99.254.253.44
Signed:	07 Jun 2023 20:23:06 UTC	Location: Stratford, Canada
Amanda Shipka Email: amanda.s@stokeip.com Shared via link		
Sent:	07 Jun 2023 14:55:51 UTC	
Viewed:	08 Jun 2023 17:58:47 UTC	
Signed:	08 Jun 2023 17:59:15 UTC	IP address: 75.157.187.179 Location: Kelowna, Canada

Document completed by all parties on:

08 Jun 2023 17:59:15 UTC

Page 1 of 1

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.

AMENDMENT AND SUPPLEMENT
TO RECEIVABLES PURCHASE AGREEMENT

This amendment and supplement (the "**Amendment**") is made as of Sept 9th, 2023, by and between **GREENSEAL CANNABIS COMPANY LTD.**, (the "**Seller**"), and **STOKE CANADA FINANCE CORP.**, (the "**Purchaser**"). Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, the Purchaser and the Seller are parties to that certain Receivables Purchase Agreement, dated as of June 7, 2023, (the "**Purchase Agreement**"), providing for the sale of Eligible Receivables (as such term is defined in the Purchase Agreement) by the Seller to the Purchaser, on the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to Section 9.1 of the Purchase Agreement, the Purchase Agreement may be amended by the execution of an instrument in writing signed by the Purchaser and the Seller; and

WHEREAS, the parties hereto desire to amend and supplement the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. AMENDMENTS TO THE PURCHASE AGREEMENT

1.1. Section 1 of the Purchase Agreement is hereby amended to insert the following additional defined terms into such Section in alphabetical order:

"**Additional Facility**" means an additional commitment of the Purchaser established pursuant to an Additional Facility Supplement to provide new financial accommodations to the Seller in connection with the existing Purchase Agreement.

"**Additional Facility Closing Date**" means, with regard to the agreed Additional Facility, the date all the conditions precedent set forth in the respective Additional Facility Supplement are satisfied or subject to a temporary waiver in accordance with the terms and conditions thereto.

"**Additional Facility Offer**" means, with regard to an Additional Facility, a non-binding summary of terms and conditions offered by the Purchaser to the Seller to enter into the Additional Facility Supplement. It's mutually understood by the Parties that the financing terms (i.e., interest rates, default fees, etc.) applicable to the Additional Facility operate independently of those outlined in the Purchase Agreement unless otherwise specified in such Additional Facility Supplement.

"**Additional Facility Supplement**" means any supplement that is appended to the Purchase Agreement, outlining the specific terms and conditions pertaining to an Additional Facility.

1.2. Section 9.1 of the Purchase Agreement is hereby deleted and replaced in its entirety as set forth below:

"Amendments/Supplements, Waivers; Entire Agreement:

(a) No amendment or waiver of any provision of this Agreement nor consent to any departure therefrom shall, except as permitted herein, be effective unless the same shall be in writing and signed by the Purchaser and the Seller and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. The Parties agree that the Seller can independently request an Additional Facility at any time. Upon such a request, the Buyer shall cooperate with Seller to furnish, within five (5) Business Days from receiving the request, an Additional Facility Offer for further evaluation by the Seller. It is mutually agreed by the parties that an Additional Facility Offer does not imply any agreement or commitment of the Purchaser to initiate any business relationship concerning the Additional Facility.

(b) This Agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written agreements or undertakings."

2. MISCELLANEOUS

2.1 Effect of Amendment. Except as otherwise expressly provided for herein, the Purchase Agreement shall remain unchanged and shall continue in full force and effect. From and after the date hereof, any references to the Purchase Agreement shall be deemed to be references to the Purchase Agreement as amended by this Amendment.

2.2 Severability. In case any of the provisions of this Amendment shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

2.3 Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors. This Amendment does not, and is not intended to, confer upon any Person other than the parties to this Amendment any rights or remedies hereunder.

2.4 Governing Law. This Amendment shall be governed in all respects, including as to validity, interpretation, and effect, by the laws of the province of Ontario and the federal laws of Canada applicable therein.

2.5 Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Counterparts may be executed electronically and delivered by e-mail, fax or other electronic means.

[Signature Page Follows]

The parties hereto have caused this Amendment to be duly executed and delivered as of the date specified on the first page of this Amendment.

GREENSEAL CANNABIS COMPANY LTD., as Seller

Jason Cervi

By: ____________________________

Name: Jason Cervi

Title: CFO

STOKE CANADA FINANCE CORP., as Purchaser

Amanda Shipka

By: ____________________________

Name: Amanda Shipka

Title: Director, CPO

ADDITIONAL FACILITY SUPPLEMENT #1
TO THE RECEIVABLES PURCHASE AGREEMENT

This agreement (the "**Supplement**") is made and entered into as of Sept 9th, 2023, by and among **GREENSEAL CANNABIS COMPANY LTD.**, of Ontario, Canada (the "**Debtor**"), and **STOKE CANADA FINANCE CORP.,** of British Columbia, Canada (the "**Secured Party**").

WHEREAS, reference is made to the Receivable Purchase Agreement dated as of June 7, 2023 (as amended, restated, supplemented or otherwise modified to the date hereof, the "**Purchase Agreement**"), between the Secured Party, acting as Purchaser, and the Debtor, acting as Seller. Words defined or given extended meanings in the Purchase Agreement (and not otherwise defined herein) are used with the same respective defined or extended meanings in this Supplement; and

WHEREAS, pursuant to Section 9.1 of the Purchase Agreement, the Debtor has requested the addition of a purchase order financing facility (the "**Additional Facility**") to enable the Debtor to recover the expenses associated with fulfilling its contractual obligations under the Purchase Orders (defined below) received from Account Debtors; and

WHEREAS, the Secured Party has agreed to provide the Additional Facility under the terms and conditions of the Additional Facility Offer dated on or about the date hereof and has indicated its willingness to advance funds against Eligible Purchase Orders (defined below) on the terms and subject to the conditions set forth herein and in the Purchase Agreement, where applicable;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

"**Advance**" shall mean an advance of credit made hereunder by the Secured Party to the Debtor the principal amount of which, upon the Conversion Date, shall be added to the then outstanding Obligations under the Purchase Agreement.

"**Advance Limit**" means **CAD$1,000,000.00**, at any time, equal to 33% of the total advances against Receivables outstanding, as such amount may be increased at any time, upon fulfillment of certain conditions determined by the Secured Party, in its sole discretion.

"**Advance Rate**" shall mean, at any time, up to 65% (or such percentage determined by the Secured Party in its sole discretion, acting reasonably) of an Eligible Purchase Order face value, at which funds will be advanced.

"**Applicable Interest Rate**" means 1.80% per 30 days, charged (uncompounded) daily on amounts up to CAD$1,000,000.00 and 1.67% on amounts outstanding in excess of CAD$1,000,000.00.

"**Closing Date**" means Sept 9th, 2023.

"**Collection Period**" shall have the meaning ascribed to the term in the Purchase Agreement.

"**Conversion Date**" shall mean the date on which the outstanding amount of any Advance under this Supplement is automatically converted and deemed to be a portion of the Advanced Amount under the Purchase Agreement. For clarity, the Conversion Date will occur on either (i) the date on which Cannabis Products are delivered by the Debtor to the Account Debtor, or (ii) the date when the Purchaser is confirmed to have received notice of such delivery, including the related packing slip, whichever is later.

"**Eligible Purchase Order**" means a Purchase Order, which meets all of the criteria set out in **Schedule "A"** hereto.

"**Financing Request**" shall mean a written request for an Advance in substantially the form of **Schedule "B"** attached hereto.

"**Purchase Order**" shall mean the purchase order issued by an Account Debtor.

"**Security Interest**" shall mean a lien, security interest, hypothec, title retention agreement, pledge, assignment (whether or not by way of security), charge, encumbrance, mortgage, explicit right of set off, lease or other right or claim of any Person.

"**Stoke Finance Portal**" shall mean the proprietary web application that Secured Party makes available to its clients to facilitate the procurement and delivery of trade financing services.

2. CONDITIONS PRECEDENT TO CLOSING

The effectiveness of this Supplement is conditional upon the satisfaction of the following conditions on the Closing Date for the benefit of the Secured Party, subject to a temporary waiver in form and substance acceptable to the Secured Party (if applicable): (i) The Debtor has completed three (3) Collection cycles under the Purchase Agreement; (ii) The representations and warranties in Section 4 hereof are true and correct in all material respects, except where such representations and warranties pertain exclusively to a prior date; (iii) Debtor, Secured Party and any other secured creditor of Debtor having a security interest in any Collateral shall have executed and delivered a release and no interest letter to the Secured Party, or, in the absence of it, and *pari-passu* agreement or subordination agreement securing payment of the Obligations, which *pari-passu* agreement or subordination agreement shall be in form and content satisfactory to Secured Party and its legal counsel; (iv) No Event of Termination as outlined in Section 7 of the Purchase Agreement has occurred and is ongoing; and (v) The Amendment and Supplement to the Purchase Agreement, as well as this Supplement, have been executed and delivered by the Debtor.

3. AMOUNT AND TERMS OF COMMITMENTS

3.1. Advances.

(a) Prior to the Termination Date, and provided that no Event of Termination exists or no event that, with notice, lapse of time, or other circumstances, would constitute an Event of Termination under the Purchase Agreement, the Debtor may request Advances against Eligible Purchase Orders. Financing Requests may be submitted to the Secured Party not more than once per calendar week. The preferred method of submission shall be through Stoke Finance Portal, once available for Purchase Order Financing. In the event of any difficulty with Stoke Finance Portal or as a secondary method, such requests may be transmitted via electronic mail to the Debtor's designated account manager. If the total Obligations will increase as a result of the request, the request should be made at least four (4) Business Days prior to the projected funding date and must be in a form and substance satisfactory to the Secured Party. The Debtor should include with the Funding Request any supporting information that the Secured Party may reasonably request.

(b) Upon receipt of a satisfactory Financing Request, executed and completed in accordance with this Supplement, the Secured Party shall have up to four (4) Business Days to make the

Advance in immediately available funds subject to the Advance Rate. Should the Secured Party decide not to provide an Advance in response to such Financing Request, it must deliver a written notice of this intention to the Debtor within one (1) Business Day of receiving the Financing Request. If the Secured Party does not notify the Debtor of its decision within this one (1) Business Day timeframe, the Secured Party will be deemed to have elected against providing the requested Advance.

3.2. Conditions Precedent to Each Advance.

Each Advance under this Supplement is subject to the satisfaction of the following conditions precedent, except as otherwise agreed between Debtor and Secured Party:

(a) Secured Party shall have received a Financing Request, on the Financing Portal this is "submitting" an Advance, in form and substance reasonably satisfactory to Secured Party, with respect to such Advance in accordance with Section 3.1 hereof;
(b) Secured Party shall have received the Eligible Purchase Order(s) with respect to such Advance;
(c) Debtor shall have a payment arrangement in place in compliance with Section 4 of the Purchase Agreement;
(d) In the case of the initial Advance under this Supplement, the principal amount of such Advance, when aggregated with the outstanding principal amount of all other Advances, shall not exceed the Advance Limit and shall not exceed the Advance Rate applicable thereto;
(e) No Event of Termination contained in Section 7 of the Credit Agreement shall have occurred and be continuing; and
(f) The representations and warranties contained in Section 5.1 of the Purchase Agreement shall be true and correct in all material respects, except to the extent that such representations and warranties relate solely to an earlier date; and
(g) There shall have been no event or circumstance, individually or in the aggregate since the Effective Date that has or could reasonably be expected to have a Material Adverse Effect.

3.3. Limitations on Secured Party Liability and Related Matters.

(a) The Secured Party shall not be responsible for: (i) the existence, character, quality, quantity, condition, packing, value or delivery of the goods purporting to be represented by any Eligible Purchase Order; (ii) any difference or variation in the character, quality, quantity, condition, packing, value or delivery of the goods purporting to be represented by any Eligible Purchase Order; (iii) the time, place, manner or order in which shipment is made; partial or incomplete shipment, or failure or omission to ship any or all of the goods purporting to be represented by any Eligible Purchase Order; (iv) any deviation from instructions; or (v) any breach of contract between the Debtor and the Account Debtor.

(b) Notwithstanding any other provision of this Supplement, the Secured Party shall decide to fund any Advances in its sole and absolute discretion, acting reasonably, and shall not be liable for any refusal or failure to provide any such funding or take any such action.

3.4. Limitations on Advances.

Debtor acknowledges and agrees that Secured Party does not intend to make any Advances to the extent that, before or as a result thereof, the aggregate Advances currently outstanding shall exceed the Advance Limit at any time.

3.5. Interest and Payments.

Debtor shall pay interest on the outstanding principal amount of each Advance at the Applicable Interest Rate until the Conversion Date.

3.6. Repayment of Advances; Conversion.

(a) Upon the Conversion Date, the outstanding amount of any Advance under this Supplement will automatically convert and be deemed a portion of the Advanced Amount under the Purchase Agreement (the "**Conversion**").

(b) The Debtor shall collaborate with the Secured Party to ensure the delivery of an executed Purchase Summary, accompanied by the Receivable Files and the applicable Bill of Sale, prior to the Conversion Date. If the Receivable Files are incomplete, the Debtor will have five (5) Business Days to provide the missing information. The terms and conditions applicable to the purchase of the Receivable associated with a converted Purchase Order will be outlined in the corresponding Purchase Summary and the Purchase Agreement.

(c) All interest accruing under this Supplement will cease upon the Conversion Date of the Advance Amount. Any and all Advances outstanding upon the Conversion Date, together with all unpaid accrued interest, fees, charges, expenses, and other amounts, if any, will be due and payable at the end of the applicable Collection Period as defined in the Purchase Agreement.

3.7. Procedure for Payments.

All payments (including prepayments) made by Debtor hereunder, whether on account of principal, interest, fees, charges, expenses or other amounts, shall be made pursuant to the terms and subject to the conditions of Section 4 of the Purchase Agreement.

4. REPRESENTATIONS AND WARRANTIES; COVENANTS

4.1. Representations and Warranties of Seller. The Debtor represents and warrants to the Secured Party as of the Closing Date:

(a) The execution and delivery of this Supplement is within its power and authority, has been duly authorized by all proper action on the part of the Debtor, is not in violation of any existing law, rule or regulation of any governmental agency or authority, any order or decision of any court, its constating documents or the terms of any agreement, restriction or undertaking to which the Debtor is a party or by which it is bound, and do not require the approval or consent of any governmental body, agency or authority or any other person or entity other than those consents and approvals in full force and effect.

(b) This Supplement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of Debtor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.
(c) The Debtor has agreed to factor the Eligible Purchase Order upon the Conversion Date and deliver to the Secured Party an executed Purchase Summary, accompanied by the Receivable Files and the applicable Bill of Sale to formalize the purchase and sale transaction.
(d) The representations and warranties contained in the Purchase Agreement are correct and complete as of the date of this Supplement (except to the extent such representation or warranty relates to a stated earlier date in which case it shall continue to be true and correct as of such date), and no condition or event exists or act has occurred that, with or without the giving of notice or the passage of time, would constitute an Event of Termination under the Purchase Agreement.

4.2. Other Debtor's Covenants. The Debtor covenants with the Secured Party:

(a) Debtor shall immediately advise Secured Party if and when an Eligible Purchase Order has been cancelled or attempted to have been cancelled;

(b) Debtor shall maintain or cause to be maintained at all times, with financially sound and reputable insurers, casualty insurance with respect to the Collateral and other assets securing payment of the Obligations;
(c) Debtor shall furnish the Secured Party, on a monthly basis, with an inventory report reconciling all opening and closing inventory for packaged and unpackaged goods. This includes, but is not limited to, initial cannabis stock counts, inbound shipments or returns, inventory reductions through processes or sales, and the final product count at month-end;
(d) Debtor shall permit Secured Party or any representatives thereof, during usual business hours, without notice to Debtor, to periodically have access to all premises where Collateral is located for the purposes of inspecting (and removing, if after the occurrence of an Event of Default) any of the Collateral, including Debtor's books and records

5. EVENTS OF DEFAULT

In addition to the events of default stipulated under Section 7.2 of the Purchase Agreement, the following occurrences shall be deemed an Event of Default under this Supplement:

(a) The Debtor's material breach, non-observance, or non-performance of any covenant or provision stipulated in this Supplement;
(b) Any act of fraud committed by the Debtor;
(c) The Debtor being in default pursuant to any agreement between the Debtor and the Secured Party or between the Debtor and an Account Debtor.

6. SECURITY

(a) Grant of Security Interest. As general and continuing collateral security for the due payment and performance of all present and future obligations (whether direct or indirect, joint or several, absolute or contingent, liquidated or unliquidated damages, matured or unmatured) which the Debtor has from time to time incurred or may incur or be liable to the Secured Party under, in connection with or with respect to this Supplement, the Debtor hereby grants, assigns, transfers, sets over, mortgages, charges, and pledges to the Secured Party, and grants to the Secured Party (or its Collateral Agent for the benefit of the Lender, if applicable) a first priority security interest in, all of the Debtor's right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

(i) the Eligible Purchase Order,
(ii) all goods and inventory held or acquired by Debtor for the purpose of fulfilling its obligations under the Eligible Purchase Order, including, but not limited to such goods and inventory as is in transit and/or is temporarily out of Debtor's custody or possession, as well as all goods, inventory, work in process and finished products acquired or manufactured by Debtor or in Debtor's actual or constructive possession or control;
(iii) solely to the extent arising from the Eligible Purchase Order, all of Debtor's accounts, documents, instruments, contract rights, chattel paper and general intangibles arising from or as a result of or relating to the sale by Debtor of finished products acquired or manufactured by Debtor from its own harvest or suppliers and sold to, by or through Debtor to Account Debtors and all such goods whose sale, lease or other disposition by Debtor has given rise to accounts and have been returned to or repossessed or stopped in transit by Debtor;
(iv) all chattel paper and instruments relating to any of the foregoing;
(v) all claims against suppliers, carriers and shippers relating to any of the foregoing goods and inventory;
(vi) all additions and accessions to, substitutions for, and replacements, products and proceeds of the foregoing property, including, without limitation, proceeds of all insurance policies insuring the foregoing property; and
(vii) all of Debtor's books and records relating to any of the foregoing.

(b) The Debtor confirms that value has been given and that the Debtor and the Secured Party have not agreed to postpone the time for attachment of the security interests in the Collateral. The Debtor acknowledges that, in order to give full force and effect to such security interests granted in Section 6(a), it may be necessary or advisable from time to time for the Debtor to execute separate forms of security documents in and for any jurisdiction, and the Debtor agrees to forthwith execute any such security documents that grant Liens similar to but no greater effect than the security interests granted pursuant to Section 6(a) for any jurisdiction, upon the reasonable request of the Secured Party from time to time.

7. TERM AND TERMINATION

The Termination Date of this Supplement shall coincide with the Termination Date of the Purchase Agreement. Consequently, this Supplement shall automatically expire, cease to have effect, and be deemed terminated on the same date as the termination of the Purchase Agreement, unless expressly stipulated otherwise by both parties in writing.

8. MISCELLANEOUS PROVISIONS

8.1. Effect of Supplement. This Supplement is hereby incorporated into the Purchase Agreement and made a part thereof. Unless explicitly specified otherwise in this Supplement, the Purchase Agreement shall remain unaltered and continue to be in full force and effect. Starting from the date of this Supplement, any references to the Purchase Agreement should be understood as references to the Purchase Agreement as supplement by this Supplement.

8.2. Amendments, Waivers, Entire Agreement: No amendment or waiver of any provision of this Supplement nor consent to any departure therefrom shall, except as permitted herein, be effective unless the same shall be in writing and signed by the Secured Party and the Debtor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. This Supplement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written agreements or undertakings. In the event of any inconsistency between this Supplement and the terms of the Purchase Agreement, this Supplement shall govern.

8.3. Successors and Assigns. This Supplement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors. This Supplement does not, and is not intended to, confer upon any Person other than the parties to this Supplement any rights or remedies hereunder.

8.4. Severability. In case any of the provisions of this Supplement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Supplement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.5. Governing Law. This Amendment shall be governed in all respects, including as to validity, interpretation, and effect, by the laws of the province of Ontario and the federal laws of Canada applicable therein.

8.6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Counterparts may be executed electronically and delivered by e-mail, fax or other electronic means.

[Signature Page Follows]

The parties hereto have caused this Supplement to be duly executed and delivered as of the date specified on the first page of this Amendment.

GREENSEAL CANNABIS COMPANY LTD., as Debtor

Jason Cervi

By: ___________________________

Name: Jason Cervi

Title: CFO

STOKE CANADA FINANCE CORP., as Secured Party

Amanda Shipka

By: ____________________________

Name: Amanda Shipka

Title: Director, CPO

Schedule A – ELIGIBILITY CRITERIA

The following are the criteria applicable to each Purchase Order in order for it to qualify as an "**Eligible Purchase Order**":

(a) the issuer of the Purchase Order is a Crown Wholesaler or a Private Wholesaler duly underwritten and approved by the Purchaser;

(b) the Purchase Order is denominated in Canadian Dollars and payable in Canada and upon the Conversion Date the outstanding amount of any Advance related to the Purchase Order will automatically convert and be deemed a portion of the Advanced Amount under the Purchase Agreement;

(c) the Purchase Order has been acknowledged and accepted by the Debtor and constitutes a binding and irrevocable offer by Debtor to supply the Cannabis Products specified in the corresponding Purchase Order to the Account Debtor;

(d) the Purchase Order is subject to the terms of a valid supply agreement or contract between the Debtor and the Account Debtor;

(e) The Stock Keeping Unit(s) ("SKU(s)") referenced in the Purchase Order have been approved for sale by Health Canada and are actively listed by the applicable Crown Wholesaler prior to funding.

(f) the Purchase Order was originated in the ordinary course of the Debtor's business in compliance with Applicable Law;

(g) the Purchase Order does not contain terms or is not subject to conditions that limit the Debtor's right to sell, transfer or assign any interest therein (including any amounts owing or otherwise payable thereunder), unless the Debtor obtains a written waiver or consent to remove such restrictions;

(h) the Purchase Order has not been cancelled or threatened to be cancelled by the Account Debtor.

Schedule B – FORM OF FINANCING REQUEST

This Schedule "B" is attached to and forms an integral part of the Additional Facility Supplement dated as of ____________________ (the "**Supplement**"), between ________________________ __________________________________ (the "**Debtor**"), and **Stoke Canada Finance Corp.** (the "**Secured Party**"). By the execution and delivery of this Financing Request by Debtor, all provisions of the Supplement are incorporated herein, except as specifically modified in this Financing Request. Capitalized terms used and not defined in this Financing Request have the meanings set forth in the Supplement. The following terms shall have the meaning given below:

Pursuant to Section 3.1 of the Supplement, the Debtor hereby requests the following Advance under the Supplement and sets forth below the information relating to such Advance (the "Proposed Advance") as required by Section 3.1 of the Supplement:

ELIGIBLE PURCHASE ORDERS:	See attached Appendix A.
ADVANCE DATE:	<*>
ADVANCE RATE:	65%
ADMIN FEE:	CAD$_____________
ADVANCE AMOUNT:	CAD$_____________
FINANCING FEE:	1.80% per 30 days (21.60% annually), charged (uncompounded) daily.
DEFAULT FEE:	1.0% per 30 days, charged (compounded) daily.
DEBTOR'S BANK ACCOUNT:	See attached Appendix B

The Debtor hereby certifies that on the date hereof as well as on the date of the Proposed Advance (a) each of the representations and warranties of Debtor set forth in the Supplement are true and correct in all material respects, in each case on and as of the date hereof as if made on and as of such date, provided that to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates and (b) no Event of Default exists or would result from such Proposed Advance or from the application of the proceeds therefrom.

Delivery of an executed counterpart of this Financing Request by facsimile or other electronic method of transmission shall be effective as delivery of an original executed counterpart of this Financing Request.

IN WITNESS WHEREOF, the Debtor has caused this Financing Request to be executed as of the date and year first written above.

GREENSEAL CANNABIS COMPANY LTD., as Debtor

By: ______________________________

Name: Corey Hamilton

Title: Director

Attachments - **Appendix A -** Description of Purchase Orders

Appendix B – Debtor's Bank Account

Appendix A - Description of Purchase Orders

PO Number	Total PO Amount	Expected Delivery Date	Expected Payment Date	Buyer

Appendix B - Debtor's Bank Account

Name of Beneficiary: ____.

Beneficiary's address: ____.

Institution No: ____.

Beneficiary's Bank Account No: ____.

Transit: ____.

Beneficiary's Bank: ____.

Beneficiary's Bank SWIFT/CODE: ____.

Signature Certificate

Reference number: 8DVQG-U6RGA-BHHBB-WVKBC

Signer	Timestamp	Signature
Amanda Shipka Email: amanda.s@stokeip.com Shared via link		Amanda Shipka
Sent:	05 Sep 2023 17:58:42 UTC	IP address: 184.151.230.60
Viewed:	05 Sep 2023 18:39:19 UTC	Location: Vancouver, Canada
Signed:	05 Sep 2023 18:39:32 UTC	
Jason Cervi Email: jason@atlasglobalbrands.com		Jason Cervi
Sent:	05 Sep 2023 17:58:42 UTC	
Viewed:	05 Sep 2023 19:01:37 UTC	
Signed:	05 Sep 2023 19:01:55 UTC	
Recipient Verification:		IP address: 69.158.118.22
✔Email verified	05 Sep 2023 19:01:37 UTC	Location: Burlington, Canada

Document completed by all parties on:
05 Sep 2023 19:01:55 UTC

This is Exhibit "C" referred to in the Affidavit of JASON CERVI affirmed by JASON CERVI of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on July 8, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KHRYSTAL THOMAS

Khrystal Thomas, a Commissioner, etc. Province of Ontario
for Osler, Hoskin & Harcourt LLP, Barristers and Solicitors.
Expires June 20, 2026

PO Number	Buyer	Expected Payment Date	Total Invoice Amount	Outstanding Amount	Advance Rate	Advances
PO-0061946-1	OCS	2024-06-27	166,527.86	166,527.86	40%	66,611.14
PO-0062517-1	OCS	2024-06-13	43,278.86	43,278.86	40%	17,311.54
50030794	BC LDB	2024-06-14	9,771.30	9,771.30	32%	3,175.67
50030733	BC LDB	2024-06-14	9,229.50	9,229.50	33%	2,999.59
PO-0062922-1	OCS	2024-06-20	23,753.04	23,753.04	40%	9,501.22
50031168	BC LDB	2024-06-21	34,876.80	34,876.80	12%	4,018.81
69750	AGLC	2024-06-21	14,512.80	14,512.80	33%	4,716.66
50031339	BC LDB	2024-06-28	34,876.80	34,876.80	33%	11,334.96
10013076	NTLCC	2024-06-28	28,939.11	28,939.11	0%	-
69807	AGLC	2024-06-28	21,000.00	21,000.00	33%	6,825.00
PO-0060521-1	OCS	2024-07-11	133,669.30	133,669.30	65%	86,885.05
PO-0062372-1	OCS	2024-07-04	231,257.55	231,257.55	40%	92,503.02
PO-0062768-1	OCS	2024-07-11	106,045.67	106,045.67	40%	42,418.27
PO-0063175-1	OCS	2024-07-18	238,226.51	238,226.51	33%	77,423.62
PO-0063444-1	OCS	2024-07-25	23,300.28	23,300.28	33%	7,572.59
PO-0063607-1	OCS	2024-07-25	71,345.63	71,345.63	33%	23,187.33
PO-0063759-1	OCS	2024-07-04	14,628.58	14,628.58	40%	5,851.43
PO-0064144-1	OCS	2024-07-11	12,352.89	12,352.89	40%	4,941.16
50031595	BC LDB	2024-07-05	14,565.60	14,565.60	33%	4,733.82
69924	AGLC	2024-07-05	12,281.40	12,281.40	33%	3,991.46
1381	Nuna Cannabis	2024-07-05	12,507.26	12,507.26	0%	-
1386	Nuna Cannabis	2024-07-12	20,014.93	20,014.93	0%	-
PO-0064412-1	OCS	2024-08-08	**39,673.51**	39,673.51	33%	12,893.89
PO-0064035-1	OCS	2024-08-01	**37,904.26**	37,904.26	33%	12,318.88
TOTAL				**1,354,539**		**501,215**

This is Exhibit "D" referred to in the Affidavit of JASON CERVI affirmed by JASON CERVI of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on July 8, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KHRYSTAL THOMAS

Khrystal Thomas, a Commissioner, etc. Province of Ontario
for Osler, Hoskin & Harcourt LLP, Barristers and Solicitors.
Expires June 20, 2026

																		Implications	
		1-Jul-24	8-Jul-24	15-Jul-24	22-Jul-24	29-Jul-24	5-Aug-24	12-Aug-24	19-Aug-24	26-Aug-24	2-Sep-24	9-Sep-24	16-Sep-24	23-Sep-24	30-Sep-24	Total	REF	YNCU	Stoke
																		+ maximum potential value realization on SISP as	+ mostly favorable financial outcome
Atlas CCAA Scenario	Payments (Interest and Principa	$125,304	$0	$0	$0	$166,434	$0	$0	$0	$152,010	$0	$0	$0	$0	$156,098	$599,845	(1)	part of group with international reach	+ continued involvement through Information Monitor
	Reserve Settlement from SISP														$853,324	$853,324	(2)	+ kept current with all regular mortgage payments	+ Cash flow through the process (interest and pricinpal)
	Total	$125,304	$0	$0	$0	$166,434	$0	$0	$0	$152,010	$0	$0	$0	$0	$1,009,422	$1,453,169			+ Security charge against receivables regardless of outcome
	Cummulative	$125,304	$125,304	$125,304	$125,304	$291,738	$291,738	$291,738	$291,738	$443,747	$443,747	$443,747	$443,747	$443,747	$1,453,169	$1,453,169			of SISP
																		- lowest potential value realization on SISP, market	- limited to just the $1.4M in current receivables to recover
Stoke Receivership (no continuing business)	AR Collections	$79,539	$293,826	$267,547	$452,561	$146,343	$37,904	$169,593	$0	$0	$0	$0	$0	$0	$0	$1,447,313	(3)	for idle cannabis facilities is virtually non-existent	- liquidation of current inventory not expected to yield any
	SAC Expenses	($50,000)					($50,000)				($50,000)					($150,000)	(4)	and costs to repurpose facility would be significant	significant value as IP ownership (genetics and branding)
	Receiver Fees	($12,500)	($12,500)	($12,500)	($12,500)	($12,500)	($12,500)	($12,500)	($12,500)							($100,000)	(5)	- no debt servicing payments	would not follow with receivership; assumes any recovery
	CCAA Expenses (legal)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	$0	$0	$0	$0	$0	($225,000)	(6)	- additional costs for disputes with Stoke over	would offset costs associated with disposal of remaining un-
	Total	($7,961)	$256,326	$230,047	$415,061	$108,843	($49,596)	$132,093	($37,500)	($25,000)	($50,000)	$0	$0	$0	$0	$972,313		claims for security interest of receivables	sellable goods
	Cummulative	($7,961)	$248,365	$478,412	$893,473	$1,002,316	$952,720	$1,084,813	$1,047,313	$1,022,313	$972,313	$972,313	$972,313	$972,313	$972,313	$972,313			- fees incurred for SAC, Receiver and Legal would erode
																			recovery of receivables
	Difference	($133,265)	$123,061	$353,108	$768,169	$710,578	$660,983	$793,075	$755,575	$578,566	$528,566	$528,566	$528,566	$528,566	($480,857)	($480,857)	**A1**		
																		- below market average value realization on SISP	- cash generated in operating business would be significantly
Stoke Receivership (Continuing business)	Net Cash from Operations	$37,139	$90,513	$111,047	$186,212	$64,693	($63,596)	$216,437	$101,751	($88,548)	$33,616	$184,860	$28,047	$125,985	($375,653)	$652,503		given no attributable intangible value (branding,	eroded by costs attributed to the receivership process as well
	CCAA Expenses (legal)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	($25,000)	$0	$0	$0	$0	$0	($225,000)	(6)	genetics)	as royalties that would be due to Atlas in relation to the
	SAC Expenses	($50,000)					($50,000)				($50,000)				($50,000)	($200,000)	(4)	+ debt servicing payments included	genetics and the branding
	Receiver Fees	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($20,000)	($280,000)	(5)	- extended SISP timeline to allow for organization of	- would require significant operational improvement or
	Royalties payble to Atlas	($13,919)	($51,420)	($46,821)	($79,198)	($25,610)	($17,888)	($41,201)	($46,824)	($23,384)	($30,683)	($20,801)	($20,801)	($28,649)	($20,801)	($467,998)	(7)	separate process, no benefit of progress already	improved value creation in order to recover any position
	Total	($71,780)	($5,907)	$19,226	$62,013	($5,917)	($176,484)	$130,236	$9,928	($156,932)	($67,066)	$144,060	($12,754)	$77,336	($466,454)	($520,496)		made and interest generated in Atlas	
	Cummulative	($71,780)	($77,687)	($58,460)	$3,553	($2,364)	($178,848)	($48,613)	($38,685)	($195,617)	($262,684)	($118,624)	($131,378)	($54,042)	($520,496)	($520,496)			
	Difference	($197,084)	($202,990)	($183,764)	($121,751)	($294,101)	($470,586)	($340,350)	($330,422)	($639,364)	($706,431)	($562,371)	($575,125)	($497,789)	($1,973,665)	($1,973,665)	**A2**		

Notes:

(1) Included in Cash Flows are payments for interest and principal in the amount Advanced under the agreement against the receivable assets on record as at June 20th Initial Order date.

(2) Stoke would maintain a charge over receivables for this balance and would realize this either through SISP or through liquidation. Outcome would be known by first week of September (indicated by red vertical line) once SISP bids are received and determined if viable or not for recovery of GreenSeal secured creditors

(3) These are the receivables on hand as of July 1, 2024 (see Confirmed tab for details). This would be maximum realizable collections should there be an immediate receivership action. **NOTE: this does not even consider any possible offsets due to Return to Vendor for stock at provincial distributors.**

(4) Payments to external advisor to provide management oversight as GreenSeal management currently provided by Atlas would need to be replaced.

(5) A separate receiver would need to be appointed and engaged and would not benefit from the efficiency of one monitor over the entire group

(6) Stoke and YNCU would have to self fund their legal fees in support of their receivership

(7) Genetics are owned by GreenSeal Nursery who would need to be compensated on sales; Snoop Dogg brand, which accounts for 80% of GreenSeal revenues currently, is licensed to Atlas who would need to be compensated for branding and sales and marketing tools created

Stoke Alternative 1 (A1): Stoke's value realization would likely be nearly $0.5M lower as it incurs additional costs. Stoke would also be at further risk for 1) potential impact of RTVs; and 2) claims from YNCU over Receivables and Inventory given the likely fact they would not realize suffcient value in the property alone.

Stoke Alternative 2 (A2): It is unlikely Stoke would realize any value through attempting to operate the business and recover through a SISP as the cash flows of the business are not sufficient to support a separately run processs with addition of independent advisors as well as the royalty payment requirements back to Atlas.
The likelihood that Stoke, even with the aid of its independent advisor, could find operational improvements to recover nearly $2M in costs on a business that has yet to achieve $10M in sales annually is significantly in doubt.
Further, the market value of a stand-alone cultivation site with no intangible assets (genetics, branding) and no other unique qualities, such as access to international markets through Atlas, would likely not realize sufficient recovery to satisfy all secured creditors.

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

Court File No: CV-24-00722386-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY, LTD., GREENSEAL NURSERY, LTD., AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC. AND TAVIVAT NATURALS INC.

APPLICATION OF ATLAS GLOBAL BRANDS INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JASON CERVI
(Affirmed July 8, 2024)

OSLER, HOSKIN & HARCOURT LLP
100 King Street West, 1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Randal Van de Mosselaer (LSA# 9923)
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Justin Kanji (LSO# 88178O)
Tel: 416.862.6642
Email: jkanji@osler.com
Lawyers for the Applicants

TAB 3

Court File No. CV-24-00722386-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	TUESDAY, THE 9th
	)	
JUSTICE PENNY	)	DAY OF JULY, 2024

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY, LTD., GREENSEAL NURSERY, LTD., AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC. AND TAVIVAT NATURALS INC.

THIRD AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by Atlas Global Brands Inc., GreenSeal Cannabis Company, Ltd., GreenSeal Nursery, Ltd., AgMedica BioScience Inc., Wellworth Health Corp., 5047346 Ontario Inc., 8050678 Canada Inc. and Tavivat Naturals Inc. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the affidavit of Jason Cervi affirmed June 19, 2024 and the Exhibits thereto (the "**Initial Cervi Affidavit**"), the affidavit of Jason Cervi affirmed June 26, 2024 and the Exhibits thereto, the confidential affidavit of Jason Cervi affirmed June 26, 2024 and the Exhibits thereto (the "**First Cervi Confidential Affidavit**"), the affidavit of Jason Cervi affirmed June 28, 2024 and the Exhibit thereto, the affidavit of Jason Cervi affirmed June 30, 2024 and the Exhibits thereto, the affidavit of Jason Cervi affirmed July 4, 2024 and the Exhibits thereto, the affidavit of Jason Cervi affirmed July 8, 2024, the confidential affidavit of Jason Cervi affirmed July 8, 2024 and the Exhibits thereto (the "**Second Cervi Confidential Affidavit**"), the affidavit of Yitz Levinson affirmed on June 25, 2024 and the Exhibits thereto, the pre-filing report of the proposed monitor, Ernst & Young Inc. ("**EY**"), dated June 20, 2024, the first report dated June 27, 2024 of EY as the Court-appointed Monitor of the Applicants (in such capacity, the "**Monitor**"), and the supplement to the first report dated July 2, 2024 of the Monitor, and on being advised that Stoke Canada Finance Corp., Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc. (collectively, "**Hillmount**"), 2596690 Ontario Inc. (operating as AgriRoots Capital Management Inc.), Your Neighbourhood Credit Union Limited. ("**YNCU**"), and the remaining secured creditors were given abridged notice, in accordance with the affidavits of service to be filed, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and those other parties listed on the Counsel Slip, and on reading the consent of EY to act as the Monitor,

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Initial Cervi Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their businesses (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants,

agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as the Applicants deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Initial Cervi Affidavit or, subject to the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan of compromise or arrangement that may be filed with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that, subject to the consent of the Monitor, the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

(a) all outstanding and future wages, salaries, employee benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of the Business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing expenses; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, subject to the consent of the Monitor, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;

(b) all goods and services, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business of the Applicants.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its Business or operations, and to dispose of redundant or non-material assets not exceeding $50,000 in any one transaction or $150,000 in the aggregate;

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and

(c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

each of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business.

12. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including (i) July 5, 2024 in relation to GreenSeal, (ii) July 26, 2024 in relation to the Applicants other than GreenSeal, or (iii) in each case such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the

Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicants except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the

continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of GreenSeal shall be entitled to the benefit of and are hereby granted a charge (the "**GreenSeal Directors' Charge**") on the

Property of GreenSeal, which charge shall not exceed an aggregate amount of $740,000, as security for the indemnity provided in paragraph 20 of this Order.

22. **THIS COURT ORDERS** that the directors and officers of the Applicants other than GreenSeal shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property of Applicants other than GreenSeal, which charge shall not exceed an aggregate amount of $680,000, as security for the indemnity provided in paragraph 20 of this Order.

23. **THIS COURT ORDERS** that the Directors' Charge, as increased by this Order and as may be increased by any future Order of this Court, shall be subordinate to Hillmount and shall have the priority set out in paragraphs 50 and 52 herein.

24. **THIS COURT ORDERS** that the GreenSeal Directors' Charge, as may be increased by any future Order of this Court, shall be subordinate to YNCU and Stoke and shall have the priority set out in paragraphs 50 and 52 herein.

25. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPOINTMENT OF MONITOR

26. **THIS COURT ORDERS** that EY is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

27. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist Atlas, GreenSeal Nursery, AgMedica, Wellworth, 5047 Ontario, 8050 Canada, and Tavivat (collectively, the "**Borrowers**"), to the extent required by the Borrowers, in their dissemination, to Shalcor Management Inc. (the "**DIP Lender**") and its counsel on Friday of each week of financial and other information as agreed to between the Borrowers and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) assist GreenSeal (to the extent required) with providing financial and other information to Stoke, its Information Liaison (as hereinafter defined), and its counsel;

(e) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender regarding the Borrowers, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than once per week, or as otherwise agreed to by the DIP Lender;

(f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, wherever located and to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform their duties arising under this Order;

(g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

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

28. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property or be deemed to take possession of the Property, pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing and distribution of cannabis or cannabis products including, without limitation, under the *Cannabis Act*, S.C. 2018, c.16, as amended, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended, the *Excise Act*, *2001*, S.C. 2002, c. 22, as amended, the Ontario *Cannabis Licence Act, 2018*, S.O. 2018, c. 12, Sched. 2, as amended, the Ontario *Cannabis Control Act, 2017*, S.O. 2017, c. 26, Sched. 1, as amended, the *Ontario Cannabis Retail Corporation Act, 2017*, S.O. 2017, c. 26, Sched. 2, as amended, the British Columbia *Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, as amended, the British Columbia *Cannabis Distribution Act*, S.B.C. 2018, c. 28, as amended, or such other applicable federal or provincial legislation or regulations (collectively, the "**Cannabis Legislation**") and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof within the meaning of any Cannabis Legislation or otherwise, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

29. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of 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, 1999, S.C. 1999, c. 33, as amended, the *Fisheries Act*, R.S.C. 1985, c. F-14, the Ontario *Environmental Protection Act*, R.S.O. 1990, c. E.19, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, the Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, the British Columbia *Environmental Management Act*, S.B.C. 2003, c. 53, the British Columbia *Fish*

Protection Act, S.B.C. 1997, c. 21 or the British Columbia *Riparian Areas Protection Act*, S.B.C. 1997, c. 21 and all regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

30. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants and the DIP Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants are confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

31. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its respective employees and representatives acting such capacities shall incur any liability or obligation as a result of the appointment of the Monitor or the carrying out by it of the provisions of this Order, including under any Cannabis Legislation, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

32. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor, and the Applicants' counsel on a weekly basis, along with retainers in the amounts of $50,000, $50,000, and $150,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

34. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $600,000 as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings, except that the Administration Charge shall rank in priority to YNCU and Stoke to a maximum amount of $400,000, subject to further Order of this Court. Furthermore, the Administration Charge, as increased by this Order and as may be increased by any future Order of this Court shall be subordinate to Hillmount and shall have the priority set out in paragraphs 50 and 52 herein.

DIP FINANCING

35. **THIS COURT ORDERS** that the Borrowers are hereby authorized and empowered to obtain and borrow under a credit facility from the DIP Lender in order to finance the Borrowers' working capital requirements and other general corporate purposes and capital expenditures.

36. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Borrowers and the DIP Lender dated as of June 29, 2024 (the "**DIP Term Sheet**"), filed.

37. **THIS COURT ORDERS** that the Borrowers are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Borrowers are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property (subject to paragraph 39 below), which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 50 and 52 herein.

39. **THIS COURT ORDERS** that the DIP Lender's Charge shall have no priority over Hillmount for so long as Hillmount's security remains in place. Upon the filing of the Monitor's Confirmation Certificate (as hereinafter defined) the DIP Lender's Charge shall then have the priority set out in paragraphs 50 and 52 hereof over the Property previously subject to security in favour of Hillmount.

40. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon three (3) days' notice to the Borrowers and the Monitor, may exercise any and all of its rights and remedies against the Borrowers or the Property of the Borrowers under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Borrowers and set off and/or consolidate any amounts owning by the DIP Lender to the Borrowers against the obligations of the Borrowers to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Borrowers and for the appointment of a trustee in bankruptcy of the Borrowers; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Borrowers or the Property of the Borrowers.

BRIDGE FINANCING

41. **THIS COURT ORDERS** that conditional upon this Court's approval of the DIP Term Sheet, the Borrowers are hereby authorized and empowered to obtain and borrow under a credit facility from the DIP Lender in order to pay out Hillmount in accordance with a Payout Statement dated July 2, 2024 (with such additional interest and other amounts as may accrue or be payable until all amounts are paid in full) (the "**Hillmount Payout**"), provided that borrowings under such credit facility shall not exceed $3,750,000 (the "**Bridge Facility**").

42. **THIS COURT ORDERS** that such Bridge Facility shall be on the terms and subject to the conditions set forth in the Bridge Term Sheet between the Borrowers and the DIP Lender dated as of June 29, 2024 (the "**Bridge Term Sheet**"), filed.

43. **THIS COURT ORDERS** that upon Hillmount confirming to the Monitor in writing that it has received the Hillmount Payout, the Monitor shall file a certificate with the Court advising that the Hillmount Payout has been completed (the "**Monitor's Confirmation Certificate**").

44. **THIS COURT ORDERS** that, upon the filing of the Monitor's Confirmation Certificate, as security for the payment and performance of the Borrowers' obligations under the Bridge Term Sheet, the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Bridge DIP Charge**") on the Property owned by 5047 Ontario including, for certainty, the Chatham Facility, together with any and all collateral to which Hillmount currently has first ranking security, which Bridge DIP Charge shall not secure an obligation that exists before this Order is made. The Bridge DIP Charge shall have the priority set out in paragraphs 50 and 52 hereof.

45. **THIS COURT ORDERS** that, upon the filing of the Monitor's Confirmation Certificate the application of Hillmount shall be deemed withdrawn on a without costs basis.

GREENSEAL'S ACCOUNTS RECEIVABLES

46. **THIS COURT ORDERS** that pursuant to the terms of the Receivables Purchase Agreement dated June 7, 2023, as amended, between GreenSeal and Stoke (the "**RPA**"), GreenSeal is hereby authorized and directed to pay to Stoke an amount equivalent to the Advance Amount (as defined in the RPA) listed on the purchase summary for the purchase order (the "**Stoke**

Purchase Order") in respect of which payment is received (the "**Stoke Funded Amount**"), as reflected in Exhibit "B" of the Fifth Cervi Affidavit (the "**Advance Repayments**"). The Advance Repayments shall not exceed $501,205 in aggregate unless otherwise ordered by this Court. The Advance Repayments shall be made in installments pursuant to Exhibit "A" of the Fifth Cervi Affidavit and each installment shall not exceed the estimated installment amount listed on Exhibit "C" of the Fifth Cervi Affidavit.

47. **THIS COURT ORDERS** that GreenSeal is hereby permitted to use payments received on account of Stoke Purchase Orders other than the Stoke Funded Amount to fund its working capital needs (the "**Reserve Amount**") as reflected in Exhibit "B" of the Fifth Cervi Affidavit; provided however, that GreenSeal shall not use such Reserve Amount if the GreenSeal accounts receivable (the "**GS A/R**") balance is less than 1.25 times the cumulative Reserve Amounts used by GreenSeal for its working capital needs.

48. **THIS COURT ORDERS** that, to secure the Reserve Amounts used by GreenSeal, Stoke shall be entitled to the benefit of and is hereby granted a charge (the "**Stoke Receivables Charge**") on the GS A/R equal to the Reserve Amounts used plus the Information Liaison's Fees (as hereinafter defined). The Stoke Receivables Charge shall not exceed $853,324. The Stoke Receivables Charge shall have the priority set out in paragraph 50 and 52 herein.

APPOINTMENT OF INFORMATION LIAISON

49. **THIS COURT ORDERS** that Steinberg Advisory Corp. is hereby appointed to act as information liaison of the GS A/R (the "**Information Liaison**") through the services of Howard Steinberg ("**Steinberg**") as described in the Fifth Cervi Affidavit on the following terms:

(a) the Information Liaison is permitted to: (i) monitor the GS A/R; (ii) monitor GreenSeal's inventory including its quality; and (iii) make recommendations to GreenSeal regarding profitably monetizing GreenSeal's inventory;

(b) the Information Liaison shall: (i) be subject to the Non-Competition and Non-Solicitation Agreement between GreenSeal and the Information Liaison as described in the Fifth Cervi Affidavit; (ii) have no authority to exercise any control over GreenSeal's Property or Business; (iii) not be entitled to bind GreenSeal to any contractual or other obligations; and (iv) be deemed to be acting for and on behalf of Stoke and not as an agent or representative of GreenSeal;

(c) the Information Liaison shall be entitled to payment from Stoke for its reasonable fees, expenses and disbursements contemplated therein (collectively, the "**Information Liaison Fees**") and Stoke shall be entitled to Stoke Receivables Charge;

(d) the Information Liaison or Steinberg shall not be or be deemed to be a director, *de facto* director, or employee of GreenSeal or any of its subsidiaries or affiliates; and

(e) nothing in this Order shall be construed as resulting in the Information Liaison or Steinberg being an employer, successor employer, a responsible person, operator or person with apparent authority within the meaning of any statute, regulation or rule of law, or equity (including any Environmental Legislation (as defined below)) for any purpose whatsoever.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

50. **THIS COURT ORDERS** that, save and except as it relates to the security in favour of Hillmount, which is unaffected by the priority charges granted herein (subject to the limits described in paragraph 52 herein), the priorities of the Stoke Receivables Charge, the Administration Charge (subject to the limits described in paragraph 34 herein), the DIP Lender's Charge, the Bridge DIP Charge, the Directors' Charge (subject to the limits described in paragraph 23 herein), and the GreenSeal Directors' Charge (subject to the limits described in paragraph 24 herein) (collectively, the "**Charges**") shall be as follows:

First – Stoke Receivables Charge (to the maximum amount of $853,324);

Second – Administration Charge (to the maximum amount of $600,000);

Third – DIP Lender's Charge (to the maximum principal amount of $5,000,000 plus interest, expenses and fees under the DIP Term Sheet at the relevant time);

Fourth – Bridge DIP Charge (to the maximum principal amount of $3,750,000 plus interest, expenses and fees under the Bridge Term Sheet at the relevant time);

Fifth – Directors' Charge (to the maximum amount of $680,000); and

Fifth – GreenSeal Directors' Charge (to the maximum amount of $740,000).

51. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

52. **THIS COURT ORDERS** that the Charges shall constitute a charge on the Property, except in respect of: a) the Stoke Receivables Charge which shall only be a Charge against the GS A/R; b) the DIP Lender's Charge and Bridge DIP Charge which shall only be Charges in respect of the Borrowers' Property; c) the Directors' Charge which shall only be a Charge in respect of the Applicants' Property other than GreenSeal's Property; d) the GreenSeal Directors' Charge which shall only be a Charge in respect of GreenSeal's Property; and e) such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person except that, until such time as the Monitor's Confirmation Certificate is filed, the Administration Charge shall rank in priority to Hillmount to a maximum amount of $400,000 and the Director's Charge shall rank in priority to Hillmount to a maximum amount of $500,000 but only in respect of amounts claimed thereunder for the period of June 20 to June 28, 2024.

53. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender (with respect to Property of the Borrowers) and the other beneficiaries of the Charges affected thereby (collectively, the "**Chargees**"), or further Order of this Court.

54. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made

pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(c) the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

55. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

RELIEF FROM REPORTING OBLIGATIONS

56. **THIS COURT ORDERS** that the decision by the Applicants to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the "**Securities Filings**") that may be required by any federal, provincial or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act* (Ontario), R.S.O., c. S.5 and comparable statutes enacted by other provinces of Canada, the CSE Policies 1-10 and the rules, regulations and policies of the Canadian Securities Exchange and OTCQB® (collectively, the "**Securities Provisions**"), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in Section

11.1(2) of the CCAA as a consequence of the Applicants failing to make Securities Filings required by the Securities Provisions.

57. **THIS COURT ORDERS** that none of the directors, officers, employees, and other representatives of the Applicants, nor the Monitor shall have any personal liability for any failure by the Applicants to make any Securities Filings required by the Securities Legislation during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have against the directors, officers, employees and other representatives of the Applicants of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this Order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the "**Regulators**") in the matter of regulating the conduct of market participants and to issue or maintain cease trader orders if and when required pursuant to applicable securities law. Further, nothing in this Order shall constitute or be construed as an admission by the Regulators that the Court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Legislation.

SERVICE AND NOTICE

58. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail addresses as last shown on the records of the Applicants, a notice to every known creditor who has a claim against the Applicants of more than $1,000 (excluding individual employees or former employees), and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

59. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List

website at https://www.ontariocourts.ca/scj/practice/toronto/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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.ey.com/ca/atlasglobal.

60. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

61. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective 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 Applicants' 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 judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

62. **THIS COURT ORDERS** that the Monitor shall maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the case website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Monitor nor its counsel shall have any liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

SEALING

63. **THIS COURT ORDERS** that the First Cervi Confidential Affidavit is hereby sealed pending further Order of the Court and shall not form part of the public record.

64. **THIS COURT ORDERS** that the Second Cervi Confidential Affidavit is hereby sealed pending further Order of the Court and shall not form part of the public record.

GENERAL

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

66. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

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

68. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that EY is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

69. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice

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

70. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order.

71. **THIS COURT ORDERS** that the terms of this Order are expressly without prejudice to the rights of all parties to seek relief at the next hearing in the CCAA proceeding, including as it relates to any termination of the CCAA proceeding and appointment of a Receiver or Receivers over the Applicants.

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

Court File No: CV-24-00722386-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY, LTD., GREENSEAL NURSERY, LTD., AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC. AND TAVIVAT NATURALS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

THIRD AMENDED AND RESTATED INITIAL ORDER

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Lawyers for the Applicants

TAB 4

Court File No. CV-24-00722386-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	~~FRIDAY~~TUESDAY, THE ~~5th~~9th
	)	
JUSTICE PENNY	)	DAY OF JULY, 2024

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY, LTD., GREENSEAL NURSERY, LTD., AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC. AND TAVIVAT NATURALS INC.

~~SECOND~~THIRD AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by Atlas Global Brands Inc., GreenSeal Cannabis Company, Ltd., GreenSeal Nursery, Ltd., AgMedica BioScience Inc., Wellworth Health Corp., 5047346 Ontario Inc., 8050678 Canada Inc. and Tavivat Naturals Inc. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the affidavit of Jason Cervi affirmed June 19, 2024 and the Exhibits thereto (the "**Initial Cervi Affidavit**"), the affidavit of Jason Cervi affirmed June 26, 2024 and the Exhibits thereto, the confidential affidavit of Jason Cervi affirmed June 26, 2024 and the Exhibits thereto (the "**First Cervi Confidential Affidavit**"), the affidavit of Jason Cervi affirmed June 28, 2024 and the Exhibit thereto, the affidavit of Jason Cervi affirmed June 30, 2024 and the Exhibits thereto, the affidavit of Jason Cervi affirmed July 4, 2024 and the Exhibits thereto, the affidavit of Jason Cervi affirmed July 8, 2024, the confidential affidavit of Jason Cervi affirmed July 8, 2024 and the Exhibits thereto (the "**Second Cervi Confidential Affidavit**"), the affidavit of Yitz Levinson affirmed on June 25, 2024 and the Exhibits thereto, the pre-filing report of the proposed monitor, Ernst & Young Inc. ("**EY**"), dated June 20, 2024, ~~the affidavit of Yitz Levinson affirmed on June 25, 2024 and the Exhibits thereto,~~ the first report dated June 27, 2024 of EY as the Court-appointed Monitor of the Applicants (in such capacity, the "**Monitor**"), and the supplement to the first report dated July 2, 2024 of the Monitor, and on being advised that Stoke Canada Finance Corp., Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc. (collectively, "**Hillmount**"), 2596690 Ontario Inc. (operating as AgriRoots Capital Management Inc.), Your Neighbourhood Credit Union Limited. ("**YNCU**"), and the remaining secured creditors were given abridged notice, in accordance with the affidavits of service to be filed, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and those other parties listed on the Counsel Slip, and on reading the consent of EY to act as the Monitor,

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Initial Cervi Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner

consistent with the preservation of their businesses (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as the Applicants deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Initial Cervi Affidavit or, subject to the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan of compromise or arrangement that may be filed with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that, subject to the consent of the Monitor, the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

(a) all outstanding and future wages, salaries, employee benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of the Business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing expenses; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, subject to the consent of the Monitor, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;

(b) all goods and services, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business of the Applicants.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its Business or operations, and to dispose of redundant or non-material assets not exceeding $50,000 in any one transaction or $150,000 in the aggregate;

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and

(c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

each of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business.

12. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including (i) July 5, 2024 in relation to GreenSeal, (ii) July 26, 2024 in relation to the Applicants other than GreenSeal, or (iii) in each case such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicants except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be

liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of GreenSeal shall be entitled to the benefit of and are hereby granted a charge (the "**GreenSeal Directors' Charge**") on the Property of GreenSeal, which charge shall not exceed an aggregate amount of $740,000, as security for the indemnity provided in paragraph 20 of this Order.

22. **THIS COURT ORDERS** that the directors and officers of the Applicants other than GreenSeal shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property of Applicants other than GreenSeal, which charge shall not exceed an aggregate amount of $680,000, as security for the indemnity provided in paragraph 20 of this Order.

23. **THIS COURT ORDERS** that the Directors' Charge, as increased by this Order and as may be increased by any future Order of this Court, shall be subordinate to Hillmount and shall have the priority set out in paragraphs ~~46~~50 and ~~48~~52 herein.

24. **THIS COURT ORDERS** that the GreenSeal Directors' Charge, as may be increased by any future Order of this Court, shall be subordinate to YNCU and Stoke and shall have the priority set out in paragraphs ~~46~~50 and ~~48~~52 herein.

25. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under

any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPOINTMENT OF MONITOR

26. **THIS COURT ORDERS** that EY is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

27. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist Atlas, GreenSeal Nursery, AgMedica, Wellworth, 5047 Ontario, 8050 Canada, and Tavivat (collectively, the "**Borrowers**"), to the extent required by the Borrowers, in their dissemination, to Shalcor Management Inc. (the "**DIP Lender**") and its counsel on Friday of each week of financial and other information as agreed to between the Borrowers and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) assist GreenSeal (to the extent required) with providing financial and other information to Stoke, its Information Liaison (as hereinafter defined), and its counsel;

(e) ~~(d)~~ advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender regarding the Borrowers, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than once per week, or as otherwise agreed to by the DIP Lender;

(f) ~~(e)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, wherever located and to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform their duties arising under this Order;

(g) ~~(f)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

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

28. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property or be deemed to take possession of the Property, pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing and distribution of cannabis or cannabis products including, without limitation, under the *Cannabis Act*, S.C. 2018, c.16, as amended, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended, the *Excise Act*, *2001*, S.C. 2002, c. 22, as amended, the Ontario *Cannabis Licence Act, 2018*, S.O. 2018, c. 12, Sched. 2, as amended, the Ontario *Cannabis Control Act, 2017*, S.O. 2017, c. 26, Sched. 1, as amended, the *Ontario Cannabis Retail Corporation Act, 2017*, S.O. 2017, c. 26, Sched. 2, as amended, the British Columbia *Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, as amended, the British Columbia *Cannabis Distribution Act*, S.B.C. 2018, c. 28, as amended, or such other applicable federal or provincial legislation or regulations (collectively, the "**Cannabis Legislation**") and shall take no part whatsoever in the management or supervision of the management of the Business and shall not,

by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof within the meaning of any Cannabis Legislation or otherwise, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

29. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of 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, 1999, S.C. 1999, c. 33, as amended, the *Fisheries Act*, R.S.C. 1985, c. F-14, the Ontario *Environmental Protection Act*, R.S.O. 1990, c. E.19, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, the Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, the British Columbia *Environmental Management Act*, S.B.C. 2003, c. 53, the British Columbia *Fish Protection Act*, S.B.C. 1997, c. 21 or the British Columbia *Riparian Areas Protection Act*, S.B.C. 1997, c. 21 and all regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

30. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants and the DIP Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the

Applicants are confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

31. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its respective employees and representatives acting such capacities shall incur any liability or obligation as a result of the appointment of the Monitor or the carrying out by it of the provisions of this Order, including under any Cannabis Legislation, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

32. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor, and the Applicants' counsel on a weekly basis, along with retainers in the amounts of $50,000, $50,000, and $150,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

34. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $600,000 as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings, except that the Administration Charge shall rank in priority to YNCU and Stoke to a maximum amount of $400,000, subject to further Order of this Court. Furthermore, the Administration Charge, as increased by this Order and as may be increased by any future Order of this Court

shall be subordinate to Hillmount and shall have the priority set out in paragraphs ~~46~~50 and ~~48~~52 herein.

DIP FINANCING

35. **THIS COURT ORDERS** that the Borrowers are hereby authorized and empowered to obtain and borrow under a credit facility from the DIP Lender in order to finance the Borrowers' working capital requirements and other general corporate purposes and capital expenditures.

36. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Borrowers and the DIP Lender dated as of June 29, 2024 (the "**DIP Term Sheet**"), filed.

37. **THIS COURT ORDERS** that the Borrowers are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Borrowers are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property (subject to paragraph 39 below), which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~46~~50 and ~~48~~52 herein.

39. **THIS COURT ORDERS** that the DIP Lender's Charge shall have no priority over Hillmount for so long as Hillmount's security remains in place. Upon the filing of the Monitor's Confirmation Certificate (as hereinafter defined) the DIP Lender's Charge shall then have the

priority set out in paragraphs ~~46~~50 and ~~48~~52 hereof over the Property previously subject to security in favour of Hillmount.

40. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon three (3) days' notice to the Borrowers and the Monitor, may exercise any and all of its rights and remedies against the Borrowers or the Property of the Borrowers under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Borrowers and set off and/or consolidate any amounts owning by the DIP Lender to the Borrowers against the obligations of the Borrowers to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Borrowers and for the appointment of a trustee in bankruptcy of the Borrowers; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Borrowers or the Property of the Borrowers.

BRIDGE FINANCING

41. **THIS COURT ORDERS** that conditional upon this Court's approval of the DIP Term Sheet, the Borrowers are hereby authorized and empowered to obtain and borrow under a credit facility from the DIP Lender in order to pay out Hillmount in accordance with a Payout Statement dated July 2, 2024 (with such additional interest and other amounts as may accrue or be payable until all amounts are paid in full) (the "**Hillmount Payout**"), provided that borrowings under such credit facility shall not exceed $3,750,000 (the "**Bridge Facility**").

42. **THIS COURT ORDERS** that such Bridge Facility shall be on the terms and subject to the conditions set forth in the Bridge Term Sheet between the Borrowers and the DIP Lender dated as of June 29, 2024 (the "**Bridge Term Sheet**"), filed.

43. **THIS COURT ORDERS** that upon Hillmount confirming to the Monitor in writing that it has received the Hillmount Payout, the Monitor shall file a certificate with the Court advising that the Hillmount Payout has been completed (the "**Monitor's Confirmation Certificate**").

44. **THIS COURT ORDERS** that, upon the filing of the Monitor's Confirmation Certificate, as security for the payment and performance of the Borrowers' obligations under the Bridge Term Sheet, the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Bridge DIP Charge**") on the Property owned by 5047 Ontario including, for certainty, the Chatham Facility, together with any and all collateral to which Hillmount currently has first ranking security, which Bridge DIP Charge shall not secure an obligation that exists before this Order is made. The Bridge DIP Charge shall have the priority set out in paragraphs ~~46~~50 and ~~48~~52 hereof.

45. **THIS COURT ORDERS** that, upon the filing of the Monitor's Confirmation Certificate the application of Hillmount shall be deemed withdrawn on a without costs basis.

GREENSEAL'S ACCOUNTS RECEIVABLES

46. **THIS COURT ORDERS** that pursuant to the terms of the Receivables Purchase Agreement dated June 7, 2023, as amended, between GreenSeal and Stoke (the "**RPA**"), GreenSeal is hereby authorized and directed to pay to Stoke an amount equivalent to the Advance Amount (as defined in the RPA) listed on the purchase summary for the purchase order (the "**Stoke Purchase Order**") in respect of which payment is received (the "**Stoke Funded Amount**"), as reflected in Exhibit "B" of the Fifth Cervi Affidavit (the "**Advance Repayments**"). The Advance Repayments shall not exceed $501,205 in aggregate unless otherwise ordered by this Court. The Advance Repayments shall be made in installments pursuant to Exhibit "A" of the Fifth Cervi Affidavit and each installment shall not exceed the estimated installment amount listed on Exhibit "C" of the Fifth Cervi Affidavit.

47. **THIS COURT ORDERS** that GreenSeal is hereby permitted to use payments received on account of Stoke Purchase Orders other than the Stoke Funded Amount to fund its working capital needs (the "**Reserve Amount**") as reflected in Exhibit "B" of the Fifth Cervi Affidavit; provided however, that GreenSeal shall not use such Reserve Amount if the GreenSeal accounts receivable (the "**GS A/R**") balance is less than 1.25 times the cumulative Reserve Amounts used by GreenSeal for its working capital needs.

48. **THIS COURT ORDERS** that, to secure the Reserve Amounts used by GreenSeal, Stoke shall be entitled to the benefit of and is hereby granted a charge (the "**Stoke Receivables Charge**") on the GS A/R equal to the Reserve Amounts used plus the Information Liaison's Fees (as hereinafter defined). The Stoke Receivables Charge shall not exceed $853,324. The Stoke Receivables Charge shall have the priority set out in paragraph 50 and 52 herein.

APPOINTMENT OF INFORMATION LIAISON

49. **THIS COURT ORDERS** that Steinberg Advisory Corp. is hereby appointed to act as information liaison of the GS A/R (the "**Information Liaison**") through the services of Howard Steinberg ("**Steinberg**") as described in the Fifth Cervi Affidavit on the following terms:

(a) the Information Liaison is permitted to: (i) monitor the GS A/R; (ii) monitor GreenSeal's inventory including its quality; and (iii) make recommendations to GreenSeal regarding profitably monetizing GreenSeal's inventory;

(b) the Information Liaison shall: (i) be subject to the Non-Competition and Non-Solicitation Agreement between GreenSeal and the Information Liaison as described in the Fifth Cervi Affidavit; (ii) have no authority to exercise any control over GreenSeal's Property or Business; (iii) not be entitled to bind GreenSeal to any contractual or other obligations; and (iv) be deemed to be acting for and on behalf of Stoke and not as an agent or representative of GreenSeal;

(c) the Information Liaison shall be entitled to payment from Stoke for its reasonable fees, expenses and disbursements contemplated therein (collectively, the "**Information Liaison Fees**") and Stoke shall be entitled to Stoke Receivables Charge;

(d) the Information Liaison or Steinberg shall not be or be deemed to be a director, *de facto* director, or employee of GreenSeal or any of its subsidiaries or affiliates; and

(e) nothing in this Order shall be construed as resulting in the Information Liaison or Steinberg being an employer, successor employer, a responsible person, operator or person with apparent authority within the meaning of any statute, regulation or rule of law, or equity (including any Environmental Legislation (as defined below)) for any purpose whatsoever.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

50. ~~46.~~ **THIS COURT ORDERS** that, save and except as it relates to the security in favour of Hillmount, which is unaffected by the priority charges granted herein (subject to the limits described in paragraph ~~48~~52 herein), the priorities of the Stoke Receivables Charge, the Administration Charge (subject to the limits described in paragraph 34 herein), the DIP Lender's Charge, the Bridge DIP Charge, the Directors' Charge (subject to the limits described in

paragraph 23 herein), and the GreenSeal Directors' Charge (subject to the limits described in paragraph 24 herein) (collectively, the "**Charges**") shall be as follows:

First – Stoke Receivables Charge (to the maximum amount of $853,324);

~~First~~Second – Administration Charge (to the maximum amount of $600,000);

~~Second~~Third – DIP Lender's Charge (to the maximum principal amount of $5,000,000 plus interest, expenses and fees under the DIP Term Sheet at the relevant time);

~~Third~~Fourth – Bridge DIP Charge (to the maximum principal amount of $3,750,000 plus interest, expenses and fees under the Bridge Term Sheet at the relevant time);

~~Fourth~~Fifth – Directors' Charge (to the maximum amount of $680,000); and

~~Fourth~~Fifth – GreenSeal Directors' Charge (to the maximum amount of $740,000).

51. ~~47.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

52. ~~48.~~ **THIS COURT ORDERS** that the Charges shall constitute a charge on the Property, except in respect of: a) the Stoke Receivables Charge which shall only be a Charge against the GS A/R; b) the DIP Lender's Charge and Bridge DIP Charge which shall only be Charges in respect of the Borrowers' Property; ~~b~~c) the Directors' Charge which shall only be a Charge in respect of the Applicants' Property other than GreenSeal's Property; ~~c~~d) the GreenSeal Directors' Charge which shall only be a Charge in respect of GreenSeal's Property; and ~~d~~e) such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively,

"**Encumbrances**") in favour of any Person except that, until such time as the Monitor's Confirmation Certificate is filed, the Administration Charge shall rank in priority to Hillmount to a maximum amount of $400,000 and the Director's Charge shall rank in priority to Hillmount to a maximum amount of $500,000 but only in respect of amounts claimed thereunder for the period of June 20 to June 28, 2024.

53. ~~49.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender (with respect to Property of the Borrowers) and the other beneficiaries of the Charges affected thereby (collectively, the "**Chargees**"), or further Order of this Court.

54. ~~50.~~ **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(c) the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

55. ~~51.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

RELIEF FROM REPORTING OBLIGATIONS

56. ~~52.~~ **THIS COURT ORDERS** that the decision by the Applicants to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the "**Securities Filings**") that may be required by any federal, provincial or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act* (Ontario), R.S.O., c. S.5 and comparable statutes enacted by other provinces of Canada, the CSE Policies 1-10 and the rules, regulations and policies of the Canadian Securities Exchange and OTCQB® (collectively, the "**Securities Provisions**"), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in Section 11.1(2) of the CCAA as a consequence of the Applicants failing to make Securities Filings required by the Securities Provisions.

57. ~~53.~~ **THIS COURT ORDERS** that none of the directors, officers, employees, and other representatives of the Applicants, nor the Monitor shall have any personal liability for any failure by the Applicants to make any Securities Filings required by the Securities Legislation during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have against the directors, officers, employees and other representatives of the Applicants of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this Order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the "**Regulators**") in the matter of regulating the conduct of

market participants and to issue or maintain cease trader orders if and when required pursuant to applicable securities law. Further, nothing in this Order shall constitute or be construed as an admission by the Regulators that the Court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Legislation.

SERVICE AND NOTICE

58. ~~54.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail addresses as last shown on the records of the Applicants, a notice to every known creditor who has a claim against the Applicants of more than $1,000 (excluding individual employees or former employees), and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

59. ~~55.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/toronto/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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.ey.com/ca/atlasglobal.

60. ~~56.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or

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

61. ~~57.~~ **THIS COURT ORDERS** that the Applicants and the Monitor and their respective 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 Applicants' 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 judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

62. ~~58.~~ **THIS COURT ORDERS** that the Monitor shall maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the case website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Monitor nor its counsel shall have any liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

SEALING

63. ~~59.~~ **THIS COURT ORDERS** that the First Cervi Confidential Affidavit is hereby sealed pending further Order of the Court and shall not form part of the public record.

64. **THIS COURT ORDERS** that the Second Cervi Confidential Affidavit is hereby sealed pending further Order of the Court and shall not form part of the public record.

GENERAL

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

66. ~~61.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

67. ~~62.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

68. ~~63.~~ **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that EY is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

70. ~~65.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Toronto time on the date of this Order.

71. ~~66.~~ **THIS COURT ORDERS** that the terms of this Order are expressly without prejudice to the rights of all parties to seek relief at the next hearing in the CCAA proceeding, including as it relates to any termination of the CCAA proceeding and appointment of a Receiver or Receivers over the Applicants.

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

Court File No: CV-24-00722386-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY, LTD., GREENSEAL NURSERY, LTD., AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC. AND TAVIVAT NATURALS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

~~SECOND~~THIRD AMENDED AND RESTATED INITIAL ORDER

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Lawyers for the Applicants

TAB 5

Court File No. ~~—~~CV-24-00722386-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ~~—~~MR.	)	~~WEEKDAY~~TUESDAY, THE ~~#~~ 9th
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JUSTICE ~~—~~PENNY	)	DAY OF ~~MONTH~~JULY, ~~20YR~~2024

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ~~[APPLICANT'S NAME] (the "Applicant")~~ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY, LTD., GREENSEAL NURSERY, LTD., AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC. AND TAVIVAT NATURALS INC.

THIRD AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by ~~the Applicant,~~Atlas Global Brands Inc., GreenSeal Cannabis Company, Ltd., GreenSeal Nursery, Ltd., AgMedica BioScience Inc., Wellworth Health Corp., 5047346 Ontario Inc., 8050678 Canada Inc. and Tavivat Naturals Inc. (collectively, the "**Applicants**") pursuant to the *Companies~~'~~' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the ~~"~~"**CCAA**~~"~~"), was heard this day ~~at 330 University Avenue,~~by judicial videoconference in Toronto, Ontario.

ON READING the affidavit of ~~[NAME] sworn [DATE]~~Jason Cervi affirmed June 19, 2024 and the Exhibits thereto~~, and on being advised that the~~ (the "**Initial Cervi Affidavit**"), the affidavit of Jason Cervi affirmed June 26, 2024 and the Exhibits thereto, the confidential affidavit of Jason Cervi affirmed June 26, 2024 and the Exhibits thereto (the "**First Cervi Confidential Affidavit**"), the affidavit of Jason Cervi affirmed June 28, 2024 and the Exhibit thereto, the affidavit of Jason Cervi affirmed June 30, 2024 and the Exhibits thereto, the affidavit of Jason Cervi affirmed July 4, 2024 and the Exhibits thereto, the affidavit of Jason Cervi affirmed July 8, 2024, the confidential affidavit of Jason Cervi affirmed July 8, 2024 and the Exhibits thereto (the "**Second Cervi Confidential Affidavit**"), the affidavit of Yitz Levinson affirmed on June 25, 2024 and the Exhibits thereto, the pre-filing report of the proposed monitor, Ernst & Young Inc. ("**EY**"), dated June 20, 2024, the first report dated June 27, 2024 of EY as the Court-appointed Monitor of the Applicants (in such capacity, the "**Monitor**"), and the supplement to the first report dated July 2, 2024 of the Monitor, and on being advised that Stoke Canada Finance Corp., Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc. (collectively, "**Hillmount**"), 2596690 Ontario Inc. (operating as AgriRoots Capital Management Inc.), Your Neighbourhood Credit Union Limited. ("**YNCU**"), and the remaining secured creditors ~~who are likely to be affected by the charges created herein~~ were given abridged notice, in accordance with the affidavits of service to be filed, and on hearing the submissions of counsel for ~~[NAMES], no one appearing for [NAME][1]although duly served as appears from the affidavit of service of [NAME] sworn [DATE]~~ the Applicants, counsel for the Monitor and those other parties listed on the Counsel Slip, and on reading the consent of ~~[MONITOR'S NAME]~~EY to act as the Monitor,

SERVICE

~~[1] Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Application~~Motion and the ~~Application~~Motion Record is hereby abridged and validated~~[2]~~ so that this ~~Application~~Motion is properly returnable today and hereby dispenses with further service thereof.

~~APPLICATION~~DEFINITIONS

2. **THIS COURT ORDERS** ~~AND DECLARES that the Applicant is a company to which the CCAA applies~~that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Initial Cervi Affidavit.

~~PLAN OF ARRANGEMENT~~APPLICATION

3. **THIS COURT ORDERS** ~~that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").~~**AND DECLARES** that the Applicants are companies to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall remain in possession and control of ~~its~~their current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the ~~"~~“**Property**~~"~~”). Subject to further Order of this Court, the ~~Applicant~~Applicants shall continue to carry on business in a manner consistent with the preservation of ~~its business~~their businesses (the ~~"~~“**Business**~~"~~”) and Property. The ~~Applicant is~~Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively ~~"~~“**Assistants**~~"~~”) currently retained or employed by ~~it~~them, with liberty to retain such further Assistants as ~~it deems~~the Applicants deem reasonably

~~[2] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. ~~[~~**THIS COURT ORDERS** that the ~~Applicant~~Applicants shall be entitled to continue to utilize the central cash management system~~[3]~~ currently in place as described in the Initial Cervi Affidavit ~~of [NAME] sworn [DATE] or~~or, subject to the consent of the Monitor, replace it with another substantially similar central cash management system (the ~~"~~"**Cash Management System**~~"~~") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the ~~Applicant~~Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the ~~Applicant~~Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under ~~the Plan~~ any plan of compromise or arrangement that may be filed with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.~~]~~

6. **THIS COURT ORDERS** that ~~the Applicant~~, subject to the consent of the Monitor, the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

(a) all outstanding and future wages, salaries, employee ~~and pension~~ benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of ~~business~~the Business and consistent with existing

~~[3] This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

compensation policies and arrangements, and all other payroll and benefits processing expenses; and

(b) the fees and disbursements of any Assistants retained or employed by the ~~Applicant~~Applicants in respect of these proceedings~~,~~ at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, ~~the Applicant~~subject to the consent of the Monitor, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the ~~Applicant~~Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors’ and officers’ insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the ~~Applicant~~Applicants following the date of this Order.

8. **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees~~'~~’ wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) ~~Quebec Pension Plan, and (iv)~~ income taxes;

(b) all goods and services, harmonized sales taxes or other applicable sales taxes (collectively, ~~"~~“**Sales Taxes**~~"~~”) required to be remitted by the ~~Applicant~~Applicants in connection with the sale of goods and services by the ~~Applicant~~Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order~~,~~; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business ~~by~~of the ~~Applicant~~Applicants.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed ~~**[or resiliated]**~~[4]in accordance with the CCAA, the ~~Applicant~~Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the ~~Applicant~~Applicants and the landlord from time to time (~~"~~“**Rent**~~"~~”), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the ~~Applicant is~~Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the ~~Applicant~~Applicants to any of ~~its~~their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of ~~its~~their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

~~[4] The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

RESTRUCTURING

11. **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall, subject to such requirements as are imposed by the CCAA~~ and such covenants as may be contained in the Definitive Documents (as hereinafter defined)~~, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its ~~business~~Business or operations, ~~[~~and to dispose of redundant or non-material assets not exceeding $~~•~~50,000 in any one transaction or $~~•~~150,000 in the aggregate~~]~~[5];

(b) ~~[~~terminate the employment of such of ~~its~~their employees or temporarily lay off such of ~~its~~their employees as ~~it deems~~they deem appropriate~~]~~; and

(c) pursue all avenues of refinancing of ~~its~~their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

~~all~~each of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business~~ (the "Restructuring")~~.

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

~~[5] Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~[or resiliation]~~ of the lease shall be without prejudice to the ~~Applicant's~~Applicants' claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer ~~[or resiliation]~~ is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer ~~[or resiliation]~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the ~~Applicant~~Applicants and the Monitor 24 hours~~'~~' prior written notice, and (b) at the effective time of the disclaimer ~~[or resiliation]~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the ~~Applicant~~Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~APPLICANTS OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including ~~[DATE – MAX. 30 DAYS], or~~ (i) July 5, 2024 in relation to GreenSeal, (ii) July 26, 2024 in relation to the Applicants other than GreenSeal, or (iii) in each case such later date as this Court may order (the ~~"~~"**Stay Period**~~"~~"), no proceeding or enforcement process in any court or tribunal (each, a ~~"~~"**Proceeding**~~"~~") shall be commenced or continued against or in respect of the ~~Applicant~~Applicants or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the ~~Applicant~~Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the ~~Applicant~~Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the

foregoing, collectively being ~~"~~“**Persons**~~"~~” and each being a ~~"~~“**Person**~~"~~”) against or in respect of the ~~Applicant~~Applicants or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the ~~Applicant~~Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower the ~~Applicant~~Applicants to carry on any business which the ~~Applicant is~~Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the ~~Applicant,~~Applicants except with the written consent of the ~~Applicant~~Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

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

supplier or service provider and each of the ~~Applicant~~Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of ~~lease~~leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the ~~Applicant~~Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.[6]

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the ~~Applicant~~Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the ~~Applicant~~Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations~~, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court~~.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall indemnify ~~its~~their directors and officers against obligations and liabilities that they may incur as directors or officers of the ~~Applicant~~Applicants after the commencement of the within proceedings,[7] except to the extent

~~[6] This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

~~[7] The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are~~

that, with respect to any officer or director, the obligation or liability was incurred as a result of the ~~director's or officer's~~director’s or officer’s gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of ~~the Applicant~~GreenSeal shall be entitled to the benefit of and are hereby granted a charge (the ~~"~~“**GreenSeal Directors’ Charge**~~"~~”)~~[8]~~ on the Property of GreenSeal, which charge shall not exceed an aggregate amount of $~~●~~740,000, as security for the indemnity provided in paragraph ~~[20]~~20 of this Order. ~~The Directors’ Charge shall have the priority set out in paragraphs [38] and [40] herein.~~

22. **THIS COURT ORDERS** that the directors and officers of the Applicants other than GreenSeal shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property of Applicants other than GreenSeal, which charge shall not exceed an aggregate amount of $680,000, as security for the indemnity provided in paragraph 20 of this Order.

23. **THIS COURT ORDERS** that the Directors’ Charge, as increased by this Order and as may be increased by any future Order of this Court, shall be subordinate to Hillmount and shall have the priority set out in paragraphs 50 and 52 herein.

24. **THIS COURT ORDERS** that the GreenSeal Directors’ Charge, as may be increased by any future Order of this Court, shall be subordinate to YNCU and Stoke and shall have the priority set out in paragraphs 50 and 52 herein.

25. ~~22.~~ **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors~~'~~’ Charge~~,~~; and (b) the ~~Applicant's~~Applicants’ directors and officers shall only be entitled to the benefit of the Directors~~'~~’ Charge to the extent that they do not have

~~granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

~~[8] Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

coverage under any directors~~'~~’ and officers~~'~~’ insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~[20]~~20 of this Order.

APPOINTMENT OF MONITOR

26. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~EY is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the ~~Applicant~~Applicants with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant and its~~Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the ~~Monitor's~~Monitor’s functions.

27. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the ~~Applicant's~~Applicants’ receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist ~~the Applicant~~Atlas, GreenSeal Nursery, AgMedica, Wellworth, 5047 Ontario, 8050 Canada, and Tavivat (collectively, the “**Borrowers**”), to the extent required by the ~~Applicant~~Borrowers, in ~~its~~their dissemination, to Shalcor Management Inc. (the “**DIP Lender**”) and its counsel on ~~a [TIME INTERVAL] basis~~Friday of each week of financial and other information as agreed to between the ~~Applicant~~Borrowers and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) assist GreenSeal (to the extent required) with providing financial and other information to Stoke, its Information Liaison (as hereinafter defined), and its counsel;

(e) ~~(d)~~ advise the ~~Applicant in its~~Applicants in their preparation of the ~~Applicant's~~Applicants' cash flow statements and reporting required by the DIP Lender regarding the Borrowers, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than ~~[TIME INTERVAL]~~once per week, or as otherwise agreed to by the DIP Lender;

~~(e) advise the Applicant in its development of the Plan and any amendments to the Plan;~~

~~(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;~~

(f) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the ~~Applicant,~~Applicants, wherever located and to the extent that is necessary to adequately assess the ~~Applicant's~~Applicants' business and financial affairs or to perform ~~its~~their duties arising under this Order;

(g) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(h) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

28. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property or be deemed to take possession of the Property, pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing and distribution of cannabis or cannabis products including, without limitation, under the *Cannabis Act*, S.C. 2018, c.16, as amended, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended, the *Excise Act, 2001*, S.C. 2002, c. 22, as amended, the Ontario

Cannabis Licence Act, 2018, S.O. 2018, c. 12, Sched. 2, as amended, the Ontario *Cannabis Control Act, 2017*, S.O. 2017, c. 26, Sched. 1, as amended, the *Ontario Cannabis Retail Corporation Act, 2017*, S.O. 2017, c. 26, Sched. 2, as amended, the British Columbia *Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, as amended, the British Columbia *Cannabis Distribution Act*, S.B.C. 2018, c. 28, as amended, or such other applicable federal or provincial legislation or regulations (collectively, the "**Cannabis Legislation**") and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof~~.~~ within the meaning of any Cannabis Legislation or otherwise, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

29. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, ~~"~~"**Possession**~~"~~") of 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, 1999, S.C. 1999, c. 33, as amended, the *Fisheries Act*, R.S.C. 1985, c. F-14, the Ontario *Environmental Protection Act*, R.S.O. 1990, c. E.19, the *Ontario Water Resources Act*, ~~or~~R.S.O. 1990, c. O.40, the Ontario *Occupational Health and Safety Act*~~ and ~~, R.S.O. 1990, c. O.1, the British Columbia *Environmental Management Act*, S.B.C. 2003, c. 53, the British Columbia *Fish Protection Act*, S.B.C. 1997, c. 21 or the British Columbia *Riparian Areas Protection Act*, S.B.C. 1997, c. 21 and all regulations thereunder (the ~~"~~"**Environmental Legislation**~~"~~"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the ~~Monitor's~~Monitor's duties and powers under this Order, be deemed to be in Possession of any of

the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

30. ~~27.~~ **THIS COURT ORDERS** ~~that~~ that the Monitor shall provide any creditor of the ~~Applicant~~Applicants and the DIP Lender with information provided by the ~~Applicant~~Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the ~~Applicant is~~Applicants are confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the ~~Applicant~~Applicants may agree.

31. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its respective employees and representatives acting such capacities shall incur ~~no~~any liability or obligation as a result of ~~its~~the appointment of the Monitor or the carrying out by it of the provisions of this Order, including under any Cannabis Legislation, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

32. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the ~~Applicant~~Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, ~~by the Applicant~~ whether incurred prior to, on, or subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The ~~Applicant is~~Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel ~~for the Monitor and counsel for the Applicant on a [TIME INTERVAL] basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel~~ to the Monitor, and the Applicants' counsel ~~to the Applicant,~~on a weekly basis, along with retainers in the ~~amount[s]~~amounts of $~~●~~ ~~[~~50,000, $50,000, and $150,000, respectively,~~]~~ to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

34. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ and ~~the Applicant's~~ counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the ~~"~~"**Administration Charge**~~"~~") on the Property, which charge shall not exceed an aggregate amount of $~~●,~~ 600,000 as security for their professional fees and disbursements incurred at ~~the~~their standard rates and charges ~~of the Monitor and such counsel~~, both before and after the making of this Order in respect of these proceedings~~. The~~, except that the Administration Charge shall rank in priority to YNCU and Stoke to a maximum amount of $400,000, subject to further Order of this Court. Furthermore, the Administration Charge, as increased by this Order and as may be increased by any future Order of this Court shall be subordinate to Hillmount and shall have the priority set out in paragraphs ~~[38]~~50 and ~~[40] hereof~~52 herein.

DIP FINANCING

35. ~~32.~~ **THIS COURT ORDERS** that the ~~Applicant is~~Borrowers are hereby authorized and empowered to obtain and borrow under a credit facility from ~~[DIP LENDER'S NAME] (~~the ~~"~~DIP Lender~~")~~ in order to finance the ~~Applicant's~~Borrowers' working capital requirements and other general corporate purposes and capital expenditures~~, provided that borrowings under such credit facility shall not exceed $● unless permitted by further Order of this Court~~.

36. ~~33.~~ **THIS COURT ORDERS** ~~THAT~~that such credit facility shall be on the terms and subject to the conditions set forth in the ~~commitment letter~~DIP Term Sheet between the ~~Applicant~~Borrowers and the DIP Lender dated as of ~~[DATE]~~June 29, 2024 (the ~~"Commitment Letter"~~"**DIP Term Sheet**"), filed.

37. ~~34.~~ **THIS COURT ORDERS** that the ~~Applicant is~~Borrowers are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the ~~"~~"**Definitive Documents**~~"~~"), as are contemplated by the ~~Commitment Letter~~DIP Term Sheet or as may be

reasonably required by the DIP Lender pursuant to the terms thereof, and the ~~Applicant is~~Borrowers are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the ~~Commitment Letter~~DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. ~~35.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the ~~"~~"**DIP Lender's Charge**~~"~~") on the Property (subject to paragraph 39 below), which DIP ~~Lender's~~Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~**[38]**~~50 and ~~**[40]** hereof~~52 herein.

39. **THIS COURT ORDERS** that the DIP Lender's Charge shall have no priority over Hillmount for so long as Hillmount's security remains in place. Upon the filing of the Monitor's Confirmation Certificate (as hereinafter defined) the DIP Lender's Charge shall then have the priority set out in paragraphs 50 and 52 hereof over the Property previously subject to security in favour of Hillmount.

40. ~~36.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon three (3) days' notice to the ~~Applicant~~Borrowers and the Monitor, may exercise any and all of its rights and remedies against the ~~Applicant~~Borrowers or the Property of the Borrowers under or pursuant to the ~~Commitment Letter~~DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the ~~Applicant~~Borrowers and set off and/or consolidate any amounts ~~owing~~owning by the DIP Lender to the ~~Applicant~~Borrowers against the obligations of the ~~Applicant~~Borrowers to the DIP Lender under the ~~Commitment Letter~~DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the ~~Applicant~~Borrowers and for the appointment of a trustee in bankruptcy of the ~~Applicant~~Borrowers; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the ~~Applicant~~Borrowers or the Property of the Borrowers.

BRIDGE FINANCING

41. **THIS COURT ORDERS** that conditional upon this Court's approval of the DIP Term Sheet, the Borrowers are hereby authorized and empowered to obtain and borrow under a credit facility from the DIP Lender in order to pay out Hillmount in accordance with a Payout Statement dated July 2, 2024 (with such additional interest and other amounts as may accrue or be payable until all amounts are paid in full) (the "**Hillmount Payout**"), provided that borrowings under such credit facility shall not exceed $3,750,000 (the "**Bridge Facility**").

42. **THIS COURT ORDERS** that such Bridge Facility shall be on the terms and subject to the conditions set forth in the Bridge Term Sheet between the Borrowers and the DIP Lender dated as of June 29, 2024 (the "**Bridge Term Sheet**"), filed.

43. **THIS COURT ORDERS** that upon Hillmount confirming to the Monitor in writing that it has received the Hillmount Payout, the Monitor shall file a certificate with the Court advising that the Hillmount Payout has been completed (the "**Monitor's Confirmation Certificate**").

44. ~~37.~~ **THIS COURT ORDERS** ~~AND DECLARES that~~ that, upon the filing of the Monitor's Confirmation Certificate, as security for the payment and performance of the Borrowers' obligations under the Bridge Term Sheet, the DIP Lender shall be ~~treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.~~entitled to the

benefit of and is hereby granted a charge (the "**Bridge DIP Charge**") on the Property owned by 5047 Ontario including, for certainty, the Chatham Facility, together with any and all collateral to which Hillmount currently has first ranking security, which Bridge DIP Charge shall not secure an obligation that exists before this Order is made. The Bridge DIP Charge shall have the priority set out in paragraphs 50 and 52 hereof.

45. **THIS COURT ORDERS** that, upon the filing of the Monitor's Confirmation Certificate the application of Hillmount shall be deemed withdrawn on a without costs basis.

GREENSEAL'S ACCOUNTS RECEIVABLES

46. **THIS COURT ORDERS** that pursuant to the terms of the Receivables Purchase Agreement dated June 7, 2023, as amended, between GreenSeal and Stoke (the "**RPA**"), GreenSeal is hereby authorized and directed to pay to Stoke an amount equivalent to the Advance Amount (as defined in the RPA) listed on the purchase summary for the purchase order (the "**Stoke Purchase Order**") in respect of which payment is received (the "**Stoke Funded Amount**"), as reflected in Exhibit "B" of the Fifth Cervi Affidavit (the "**Advance Repayments**"). The Advance Repayments shall not exceed $501,205 in aggregate unless otherwise ordered by this Court. The Advance Repayments shall be made in installments pursuant to Exhibit "A" of the Fifth Cervi Affidavit and each installment shall not exceed the estimated installment amount listed on Exhibit "C" of the Fifth Cervi Affidavit.

47. **THIS COURT ORDERS** that GreenSeal is hereby permitted to use payments received on account of Stoke Purchase Orders other than the Stoke Funded Amount to fund its working capital needs (the "**Reserve Amount**") as reflected in Exhibit "B" of the Fifth Cervi Affidavit; provided however, that GreenSeal shall not use such Reserve Amount if the GreenSeal accounts receivable (the "**GS A/R**") balance is less than 1.25 times the cumulative Reserve Amounts used by GreenSeal for its working capital needs.

48. **THIS COURT ORDERS** that, to secure the Reserve Amounts used by GreenSeal, Stoke shall be entitled to the benefit of and is hereby granted a charge (the "**Stoke Receivables Charge**") on the GS A/R equal to the Reserve Amounts used plus the Information Liaison's Fees (as hereinafter defined). The Stoke Receivables Charge shall not exceed $853,324. The Stoke Receivables Charge shall have the priority set out in paragraph 50 and 52 herein.

APPOINTMENT OF INFORMATION LIAISON

49. **THIS COURT ORDERS** that Steinberg Advisory Corp. is hereby appointed to act as information liaison of the GS A/R (the "**Information Liaison**") through the services of Howard Steinberg ("**Steinberg**") as described in the Fifth Cervi Affidavit on the following terms:

(a) the Information Liaison is permitted to: (i) monitor the GS A/R; (ii) monitor GreenSeal's inventory including its quality; and (iii) make recommendations to GreenSeal regarding profitably monetizing GreenSeal's inventory;

(b) the Information Liaison shall: (i) be subject to the Non-Competition and Non-Solicitation Agreement between GreenSeal and the Information Liaison as described in the Fifth Cervi Affidavit; (ii) have no authority to exercise any control over GreenSeal's Property or Business; (iii) not be entitled to bind GreenSeal to any contractual or other obligations; and (iv) be deemed to be acting for and on behalf of Stoke and not as an agent or representative of GreenSeal;

(c) the Information Liaison shall be entitled to payment from Stoke for its reasonable fees, expenses and disbursements contemplated therein (collectively, the "**Information Liaison Fees**") and Stoke shall be entitled to Stoke Receivables Charge;

(d) the Information Liaison or Steinberg shall not be or be deemed to be a director, *de facto* director, or employee of GreenSeal or any of its subsidiaries or affiliates; and

(e) nothing in this Order shall be construed as resulting in the Information Liaison or Steinberg being an employer, successor employer, a responsible person, operator or person with apparent authority within the meaning of any statute, regulation or rule of law, or equity (including any Environmental Legislation (as defined below)) for any purpose whatsoever.

VALIDITY AND PRIORITY OF ~~CHARGES CREATED BY THIS ORDER~~CHARGES CREATED BY THIS ORDER

50. ~~38.~~ **THIS COURT ORDERS** that, save and except as it relates to the security in favour of Hillmount, which is unaffected by the priority charges granted herein (subject to the limits described in paragraph 52 herein), the priorities of the ~~Directors'~~Stoke Receivables Charge, the Administration Charge ~~and~~(subject to the limits described in paragraph 34 herein), the DIP Lender's Charge, ~~as among them,~~the Bridge DIP Charge, the Directors' Charge (subject to the

limits described in paragraph 23 herein), and the GreenSeal Directors' Charge (subject to the limits described in paragraph 24 herein) (collectively, the "**Charges**") shall be as follows[9]:

First – Stoke Receivables Charge (to the maximum amount of $853,324);

~~First~~Second – Administration Charge (to the maximum amount of $~~●~~600,000);

~~Second – DIP Lender's Charge; and~~

Third – DIP Lender's Charge (to the maximum principal amount of $5,000,000 plus interest, expenses and fees under the DIP Term Sheet at the relevant time);

Fourth – Bridge DIP Charge (to the maximum principal amount of $3,750,000 plus interest, expenses and fees under the Bridge Term Sheet at the relevant time);

~~Third~~Fifth – Directors' Charge (to the maximum amount of $~~●~~680,000)~~.~~; and

Fifth – GreenSeal Directors' Charge (to the maximum amount of $740,000).

51. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "~~Charges~~")~~ shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

52. ~~40.~~ **THIS COURT ORDERS** that ~~each of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein)~~the Charges shall constitute a charge on the Property~~ and~~, except in respect of: a) the Stoke Receivables Charge

~~[9] The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

which shall only be a Charge against the GS A/R; b) the DIP Lender's Charge and Bridge DIP Charge which shall only be Charges in respect of the Borrowers' Property; c) the Directors' Charge which shall only be a Charge in respect of the Applicants' Property other than GreenSeal's Property; d) the GreenSeal Directors' Charge which shall only be a Charge in respect of GreenSeal's Property; and e) such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, ~~"~~"**Encumbrances**~~"~~") in favour of any Person~~.~~ except that, until such time as the Monitor's Confirmation Certificate is filed, the Administration Charge shall rank in priority to Hillmount to a maximum amount of $400,000 and the Director's Charge shall rank in priority to Hillmount to a maximum amount of $500,000 but only in respect of amounts claimed thereunder for the period of June 20 to June 28, 2024.

53. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Applicant~~Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge,~~Charges unless the ~~Applicant~~Applicants also ~~obtains~~obtain the prior written consent of the Monitor, the DIP Lender ~~and the~~ (with respect to Property of the Borrowers) and the other beneficiaries of the ~~Directors' Charge and the Administration Charge~~Charges affected thereby (collectively, the "**Chargees**"), or further Order of this Court.

54. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge~~Charges shall not be rendered invalid or unenforceable and the rights and remedies of the ~~chargees entitled to the benefit of the Charges (collectively, the "~~Chargees~~") and/or the DIP Lender thereunder~~ shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to ~~the~~ BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively,

an ~~"~~"**Agreement**~~"~~") which binds the ~~Applicant~~Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) ~~neither~~ the creation of the Charges ~~nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall~~shall not create or be deemed to constitute a breach by the ~~Applicant~~Applicants of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the ~~Applicant entering into the Commitment Letter, the~~ creation of the Charges~~, or the execution, delivery or performance of the Definitive Documents~~; and

(c) the payments made by the ~~Applicant~~Applicants pursuant to this Order~~, the Commitment Letter or the Definitive Documents,~~ and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

55. ~~43.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the ~~Applicant's~~Applicants' interest in such real property leases.

RELIEF FROM REPORTING OBLIGATIONS

56. **THIS COURT ORDERS** that the decision by the Applicants to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the "**Securities Filings**") that may be required by any federal, provincial or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act* (Ontario), R.S.O., c. S.5 and comparable statutes enacted by other provinces of Canada, the CSE Policies 1-10 and the rules, regulations and policies of the Canadian Securities Exchange and OTCQB® (collectively, the "**Securities Provisions**"), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in Section 11.1(2) of the CCAA as a consequence of the Applicants failing to make Securities Filings required by the Securities Provisions.

57. **THIS COURT ORDERS** that none of the directors, officers, employees, and other representatives of the Applicants, nor the Monitor shall have any personal liability for any failure by the Applicants to make any Securities Filings required by the Securities Legislation during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have against the directors, officers, employees and other representatives of the Applicants of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this Order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the "**Regulators**") in the matter of regulating the conduct of market participants and to issue or maintain cease trader orders if and when required pursuant to applicable securities law. Further, nothing in this Order shall constitute or be construed as an admission by the Regulators that the Court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Legislation.

SERVICE AND NOTICE

58. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail addresses as last shown on the records of the Applicants, a notice to every known creditor who has a claim against the ~~Applicant~~Applicants of more than $~~1000~~1,000 (excluding individual employees or former employees), and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

59. ~~45.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~https://www.ontariocourts.ca/scj/practice/toronto/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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ~~‘<@>’.~~: www.ey.com/ca/atlasglobal.

60. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the ~~Applicant~~Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Applicant's~~Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Applicant~~Applicants and that any such service or distribution by courier, personal delivery or

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

61. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective 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 Applicants' 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 judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

62. **THIS COURT ORDERS** that the Monitor shall maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the case website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Monitor nor its counsel shall have any liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

SEALING

63. **THIS COURT ORDERS** that the First Cervi Confidential Affidavit is hereby sealed pending further Order of the Court and shall not form part of the public record.

64. **THIS COURT ORDERS** that the Second Cervi Confidential Affidavit is hereby sealed pending further Order of the Court and shall not form part of the public record.

GENERAL

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

66. ~~48.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as ~~an~~ interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the ~~Applicant~~Applicants, the Business or the Property.

67. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States~~,~~ to give effect to this Order and to assist the ~~Applicant~~Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Applicant~~Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the ~~Applicant~~Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

68. ~~50.~~ **THIS COURT ORDERS** that each of the ~~Applicant~~Applicants and the Monitor be at liberty and ~~is~~are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that ~~the Monitor~~EY is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

69. ~~51.~~ **THIS COURT ORDERS** that any interested party (including the ~~Applicant~~Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

70. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. ~~Eastern Standard/Daylight Time~~Toronto time on the date of this Order.

71. **THIS COURT ORDERS** that the terms of this Order are expressly without prejudice to the rights of all parties to seek relief at the next hearing in the CCAA proceeding, including as it

relates to any termination of the CCAA proceeding and appointment of a Receiver or Receivers over the Applicants.

~~Revised: January 21, 2014~~

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

Court File No: CV-24-00722386-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY, LTD., GREENSEAL NURSERY, LTD., AGMEDICA BIOSCIENCE INC., WELLWORTH HEALTH CORP., 5047346 ONTARIO INC., 8050678 CANADA INC. AND TAVIVAT NATURALS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

THIRD AMENDED AND RESTATED INITIAL ORDER

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

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APPLICATION OF ATLAS GLOBAL BRANDS INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

MOTION RECORD OF THE APPLICANTS (THIRD AMENDED AND RESTATED INITIAL ORDER RETURNABLE JULY 8, 2024

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