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., 50473946 ONTARIO INC., 8050678 CANADA INC. AND TAVIVAT NATURALS INC.
(each an **"Applicant"** and collectively, the **"Applicants")**

THIRD REPORT OF THE MONITOR DATED OCTOBER 3, 2024

INTRODUCTION

1. On June 20, 2024, the Applicants brought an application before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") to, among other things, obtain a stay of proceedings to allow them an opportunity to restructure their business and affairs.

2. On that same day, the Court granted an Initial Order (the "**Initial Order**") in these CCAA proceedings (the "**CCAA Proceedings**") that, among other things:

   a. appointed Ernst & Young Inc. as monitor of the Applicants (in such capacity, the "**Monitor**");

   b. ordered a stay of proceedings in favour of the Applicants through to June 27, 2024 (the "**Stay Period**");

c. permitted the Applicants to permanently or temporarily cease, downsize or shut down any of their business or operations and to dispose of redundant or non-material assets not exceeding $50,000 in any one transaction or $150,000 in the aggregate;

d. granted an administration charge over the assets of the Applicants in the maximum amount of $400,000 (the "**Administration Charge**") in favour of counsel for the Applicants, the Monitor and its counsel; and

e. granted a directors' charge over the assets of the Applicants in favour of the directors and officers of the Applicants in the maximum amount of $500,000 ("**Directors' Charge**").

3. On July 2, 2024, this Court approved an Amended and Restated Initial Order (the "**ARIO**") that among other things:

a. increased the maximum amount of the Administration Charge to $600,000;

b. increased and bifurcated the Directors' Charge into a GreenSeal Director's Charge (as defined in the ARIO) in the amount of $740,000 and Director's Charge (defined in the ARIO) in the amount of $680,000;

c. approved the Applicants entering into a term sheet dated June 29, 2024 (the "**AgMedica DIP Term Sheet**") between the Applicants and Shalcor Management Inc. (the "**AgMedica DIP Lender**"), authorizing borrowings under a DIP facility in an amount up to $5,000,000 and granting a charge in favour of the AgMedica DIP Lender (the "**AgMedica DIP Lender's Charge**");

d. approved the Applicants entering into a term sheet dated June 29, 2024 (the "**Bridge Term Sheet**") between the Applicants and the AgMedica DIP Lender, authorizing borrowings under a bridge facility in an amount up to $3,750,000 in order to pay out Hillmount Capital Inc. and Hillmount Capital Mortgage Holdings Inc. (collectively, "**Hillmount**") and granting a charge in favour of the AgMedica DIP Lender (the "**Bridge Lender's Charge**");

e. provided the Applicants' relief related to the securities reporting obligations of Atlas Global Brands Inc. ("**Atlas**"); and

f. extended the Stay Period to (i) July 5, 2024 in relation to GreenSeal Cannabis Company, Ltd. ("**GreenSeal**") to allow GreenSeal and its secured creditors to pursue ongoing discussions around the financing of GreenSeal's operations post-filing, and (ii) July 26, 2024 in relation to the Applicants other than GreenSeal (the "**AgMedica Group**").

4. On July 5, 2024, the Stay Period in relation to GreenSeal was further extended to July 9, 2024 for the same purpose. On the same date, the Court issued a Second Amended and Restated Initial Order (the "**SARIO**") which made certain clarifying amendments to the ARIO related to maximum amount of the AgMedica DIP Lender's Charge and the Bridge Lender's Charge.

5. On July 9, 2024 the Court issued an endorsement, with written reasons to follow (the "**TARIO Endorsement**"), granting GreenSeal's motion for a Third Amended and Restated Initial Order (the "**TARIO**"), among other things, (i) extending the Stay Period to July 26, 2024 in relation to GreenSeal, (ii) approving the Stoke Receivables Charge against the GS A/R and (iii) appointing Steinberg Advisory Group as an Information Liaison in relation to GreenSeal. The Court adjourned the receivership applications of GreenSeal's secured creditors Stoke Canada Finance Corp. ("**Stoke**") and Your Neighbourhood Credit Union ("**YNCU**"). The Court's written reasons were issued on July 11, 2024.

6. On July 26, 2024 the Court approved the final form of the TARIO.

7. On July 26, 2024 the Court also issued the Sale and Investment Solicitation Process Approval Order (the "**SISP Approval Order**") that among other things:

a. extended the Stay Period to September 30, 2024;

b. approved the implementation of a sale and investment solicitation process in the form attached as Schedule "A" to the SISP Approval Order (the "**SISP**", and attached as **Appendix "C"**, hereto), to solicit interest in and opportunities for a sale, or investment in, all or part of the Applicants' property, assets and undertakings (the "**Property**") and/or their business (the "**Business**") (such transaction, a "**Transaction**");

c. approval of the Key Employee Retention Plan ("**KERP**"), authorizing the Applicants to pay, in accordance with the terms of the KERP:

- an amount of up to $200,000 before the Closing of the Transaction; and
- an amount of up to $1,040,000 following the Closing of the Transaction and payment of all the Secured Claims and the GreenSeal Secured Claims (as defined below);

d. with respect to the key employees referred to in the KERP other than the employees of GreenSeal (the "**KERP Beneficiaries**"), approval of a charge on the property of the AgMedica Group in an aggregate amount of $811,500, which is subordinate to all other charges and secured claims against the property of the AgMedica Group (the "**Secured Claims**"), as security for amounts payable to the KERP Beneficiaries pursuant to the KERP (the "**KERP Charge**");

e. with respect to the key employees of GreenSeal referred to in the KERP (the "**GreenSeal KERP Beneficiaries**"), approval of a charge on the property of GreenSeal in an aggregate amount of $228,500, which is subordinate to all other charges and secured claims against the property of GreenSeal (the "**GreenSeal Secured Claims**"), as security for amounts payable to the GreenSeal KERP Beneficiaries pursuant to the KERP (the "**GreenSeal KERP Charge**"); and

f. approval for the Applicants' payment of $70,000 in pre-filing licence fees to Control Union Canada Inc. to preserve AgMedica's CUMCS-GAP licence and AgMedica's and GreenSeal's GACP licence.

8. The Monitor has established a website at www.ey.com/ca/atlasglobal (the "**Monitor's Website**"). All court documents and certain other documents have been, and will continue to be, posted on the Monitor's Website.

PURPOSE

9. The purpose of this Third Report is to provide information to the Court on:

a. the binding letter of intent dated September 18, 2024 (the "**Binding LOI**") from Shalcor Management Inc. on behalf of Callisto Capital Corp. (the "**LP Purchaser**") and 2596690 Ontario Inc. on behalf of a corporation to be incorporated by it (the "**Facility Purchaser**", respectively, and together with the LP Purchaser, the "**Purchasers**") wherein the Purchasers agreed to acquire, directly or indirectly, Atlas, GreenSeal Nursery, Ltd. ("**Nursery**"), AgMedica Bioscience Inc. ("**AgMedica**"), 5047346 Ontario Inc. ("**5047 Ontario**" or "**FacilityCo**"), 8050678 Canada Inc., and Tavivat Naturals Inc. (collectively, the "**Purchased Entities**").

b. the proposed subscription agreement between Atlas and the Purchasers (the "**Transaction Agreement**") for the acquisition of the Purchased Entities on substantially the terms of the Binding LOI (together with all other corporate proceedings and transactions set forth therein, the "**Transactions**") in which (i) the Facility Purchaser will acquire the Purchased FacilityCo Shares (as defined herein) and the Chatham Facility (as defined herein); and (ii) the LP Purchaser will acquire the Purchased Company Shares (as defined herein) and the Retained Assets (as defined herein) (other than the FacilityCo Shares and the Chatham Facility).

c. the Monitor's recommendations with respect to the Applicants' motion for an order (the "**Approval and Reverse Vesting Order**"), among other things:

   i. approving the Binding LOI;

   ii. approving the form of Transaction Agreement;

   iii. vesting absolutely and exclusively in 2650751 Alberta Inc. ("**ResidualCo**"), all Excluded Assets, Excluded Contracts and Excluded Liabilities;

   iv. adding ResidualCo as an Applicant to the CCAA Proceedings;

v. authorizing and directing Atlas to issue the Purchased Company Shares (as defined in the Transaction Agreement), and vesting in and to the LP Purchaser all right, title and interest in and to the Purchased Company Shares, free and clear of any Claims and Encumbrances;

vi. authorizing and directing AgMedica to transfer to the Facility Purchaser, the Purchased FacilityCo Shares (as defined in the Transaction Agreement), and vesting in and to the Facility Purchaser, all right, title and interest in and to the Purchased FacilityCo Shares, free and clear of any Claims and Encumbrances;

vii. authorizing and directing AgMedica to issue the New AgMedica Shares (as defined in the Transaction Agreement) to Atlas;

viii. terminating and cancelling all of the Existing Shares (as defined in the Transaction Agreement) of each of Atlas and AgMedica other than the Purchased Company Shares and the New AgMedica Purchased Shares for no consideration;

ix. approving the fees and disbursements of the Monitor and its counsel, and approving the Monitor's Reports (as hereinafter defined) and the activities and conduct of the Monitor referred to therein;

x. extending the Stay Period (as defined in the TARIO);

xi. granting certain releases; and

xii. sealing the Fourth Confidential Affidavit pending further order of the Court;

d. the Monitor's activities since the issuance of the SISP Approval Order;

e. the Applicants' receipts and disbursements for the period from June 24, 2024 to September 22, 2024 compared to the cash flow forecasts appended as Appendix "A" to the Supplement to the First Report of the Monitor for the AgMedica Group and the cash flow forecasts appended as Appendix "A" to the Third Supplement to the First

Report of the Monitor for GreenSeal (the cash flow forecasts noted above, collectively referred to as the "**Initial Cash Flow Forecast**"); and

f. the Applicants' updated weekly cash flow forecasts from September 23, 2024 to November 3, 2024 for GreenSeal and the AgMedica Group.

TERMS OF REFERENCE

10. In preparing this Third Report and making the comments herein, the Monitor has been provided with, and has relied upon, unaudited financial information, books and records prepared by the Applicants, discussions with management of the Applicants ("**Management**"), and information from other third-party sources (collectively, the "**Information**"). Except as described in this Third Report in respect of the Cash Flow Forecast:

    a. the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and

    b. some of the information referred to in this Third Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Chartered Professional Accountants Canada Handbook, has not been performed.

11. Future oriented financial information referred to in this Third Report was prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

12. Unless otherwise indicated, the Monitor's understanding of factual matters expressed in this Third Report concerning the Applicants and their business is based on the Information, and not independent factual determinations made by the Monitor.

13. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

OVERVIEW OF THE APPLICANTS

14. This Third Report should be read in conjunction with the affidavits of Jason Cervi affirmed June 19, 2024 (the "**Initial Cervi Affidavit**"), June 26, 2024, June 30, 2024, July 4, 2024, July 8, 2024, July 24, 2024, September 29, 2024 (the "**Ninth Cervi Affidavit**") and October 3, 2024 (the "**Fourth Confidential Affidavit**") (collectively, the "**Cervi Affidavits**") for additional background and financial information with respect to the Applicants. Any terms not expressly defined herein are otherwise defined in the Cervi Affidavits.

15. The principal business activity of the Atlas Group (as defined herein) is the production, distribution, and sale of cannabis internationally and in Canada. Atlas Group medical cannabis is sold and distributed in Canada, Australia, Germany, Israel, Denmark, Norway, Spain, and United Kingdom. The Atlas Group also sells a small amount of cannabis for the adult recreational market in Canada.

16. GreenSeal, Nursery, AgMedica, Wellworth Health Corp. (previously 11201336 Canada Inc) ("**Wellworth**"), 5047 Ontario Inc., 8050678 Canada Inc. ("**8050 Canada**") and Tavivat Naturals Inc. ("**Tavivat**" and collectively with GreenSeal, Nursery, AgMedica, Wellworth, 5047 Ontario and 8050 Ontario, the "**Ontario Subsidiaries**") are subsidiaries of Atlas (the Applicants, together with all Atlas subsidiaries, are the "**Atlas Group**").

17. Atlas is a holding company providing management services to the Ontario Subsidiaries and strategic direction to the Atlas Group. Atlas' operations are substantially conducted through its Ontario Subsidiaries, AgMedica and GreenSeal in particular.

18. Atlas is a reporting issuer in British Columbia, Alberta, Manitoba and Ontario and its shares are listed on the Canadian Securities Exchange under the ticker symbol "ATL".

AgMedica

19. AgMedica is licensed producer of cannabis in respect of its indoor production and distribution facility at 566 Riverview Drive, Chatham-Kent, Ontario (the "**Chatham Facility**"). AgMedica wholly owns and controls three subsidiaries:

   a. 5047 Ontario which owns the Chatham Facility and is liable under the mortgages on the property;

   b. Tavivat, which has no employees. It was acquired along with 8050 Canada to become the operating company for the contemplated infused beverage business;

   c. 8050 Canada is a subsidiary of Tavivat with no employees or assets. Its only asset is intellectual property related to a specialized bottle cap that can be used to infuse the beverage with cannabis; and

   d. Unique Beverages (USA) Inc. is a subsidiary of Tavivat that is organized in Delaware. It is a dormant corporation with no operations presently.

20. AgMedica controls a fifth subsidiary, Wellworth, which has no operations, employees, or liabilities. It was acquired to facilitate access to the Canadian medical cannabis market prior to legalization of recreational use. AgMedica owns 80% of Wellworth, and the remaining 20% is owned by 11213091 Canada Inc.

GreenSeal

21. GreenSeal is a licensed producer of cannabis based in Stratford, Ontario in respect of its facility located at 530 Wright Boulevard, Stratford, Ontario (the "**Stratford Facility**").

22. GreenSeal Nursery is a licensed cannabis nursery in Stratford, Ontario. It owns and manages over 1,000 cannabis plants' genetics.

Non-Applicant Israeli Subsidiaries

23. Atlas has a wholly owned subsidiary incorporated in Israel named Cambrosia Ltd. (“**Cambrosia**”). Cambrosia acquired a 51% interest in entities that operate three Israel pharmacies (Tlalim Pappo Ltd., Pharmacy Baron Ltd., and R.J. Regavim Ventures Ltd., collectively the “**Israel Subsidiaries**”). The Atlas Group sells medical cannabis products through the Israel pharmacies directly to patients. The Israel Subsidiaries are not Applicants in these proceedings and no relief is being sought in relation to them.

THE SISP

24. The CCAA Proceedings were initiated with the intention of allowing the Applicants the opportunity to pursue all avenues of sale, restructuring and/or refinancing of its business or property by conducting the SISP.

25. The purpose of the SISP was to solicit interest that may result in one or more of a restructuring, recapitalization or other form of reorganization of the business and affairs of the Applicants as a going concern, or a sale of all, substantially all or one or more components of the Property and Business operations of the Applicants, whether as a going concern or otherwise, and in one or more transactions (the “**Opportunity**”).

26. The Applicants, with the assistance of the Monitor, prepared an initial list of persons who may have had an interest in the Opportunity. The list was shared with the DIP Lender, 2596690 Ontario Inc. (“**AgriRoots**”), YNCU, Stoke and the Information Liaison (collectively, the “**Consultation Parties**”), who suggested certain additional parties that were added to the list.

27. The Monitor distributed a teaser letter to over 100 parties. The Applicants entered into 15 non-disclosure agreements with interested parties. The Monitor also received unsolicited inquiries in respect of the Opportunity. The Applicants and the Monitor had near-daily phone calls with various interested parties to answer questions or engage in negotiations. Tours with five parties were conducted at the Chatham and Stratford facilities.

28. The Monitor posted the Notice of the SISP, the SISP Procedures and the teaser letter on the Monitor’s Website, all in accordance with the SISP.

29. The Monitor arranged to have the SISP notice published in *The Globe and Mail* (National Edition) on August 13, 2024.

30. The Applicants issued a press release setting out the information contained in the Notice on July 29, 2024.

31. Non-binding Letters of Intent from interested parties ("**LOIs**") were due September 6, 2024. Ultimately, the Applicants received five LOI's, the details of which are contained in the Fourth Confidential Cervi Affidavit.

32. The DIP Lender and Stoke each put forward a bid and accordingly did not receive copies of, or specific information about, the completing bids. Each of the Consultation Parties, including the DIP Lender and Stoke, were nonetheless involved in the SISP by way of discussions with management and, in some cases, prospective bidders about the structuring of such bids and other relevant terms pertinent to consummating a transaction.

33. The Applicants, in consultation with the Monitor, determined that all Potential Bidders that had submitted an LOI would proceed to the next round and become a Qualified Bidder (as defined in the SISP). Interested parties were then notified by the Monitor that they had been determined to be a Qualified Bidder.

34. Only one bid was received by the Bid Deadline (as defined in the SISP) of September 19, 2024, being the Binding LOI submitted by the Purchasers for Atlas and the AgMedica Group. No Bids were received by the Bid Deadline for GreenSeal. The Monitor, in consultation with the Applicants, determined that the Binding LOI submitted by the Purchasers was a Qualified Bid (as defined in the SISP) and selected the Qualified Bid as the Successful Bid (as defined in the SISP).

35. Following the Bid Deadline, the Applicants, in consultation with the Monitor, encouraged two parties who had expressed interest in GreenSeal to submit offers for consideration by the Applicants and the secured creditors of GreenSeal, YNCU and Stoke. On September 20, 2024 offers were received from those two parties and were shared with YNCU and Stoke. Since that time, various discussions have taken place between the Applicants, the

parties, YNCU and Stoke, facilitated by the Monitor, on the terms of these bids and subsequently revised bids, which continue as of the date of this report.

36. The Monitor has been informed by Stoke that if a transaction cannot be arranged that pays out Stoke's charge or is otherwise acceptable to the secured creditors of GreenSeal, Stoke intends to bring a motion to appoint a CRO or receiver in relation to its collateral secured by the Adjusted Stoke Receivables Charge on October 4. The Monitor intends to provide further information to the Court on the status of these discussions and any relief to be sought in relation to GreenSeal in advance of the hearing on October 4.

The Binding LOI and Transaction Agreement

37. On August 8, 2023, the Ontario Securities Commission ("**OSC**") issued a cease trade order ("**Cease Trade Order**") in respect to the common shares of Atlas for failure to file the following: (a) audited annual financial statements for the year ended March 31, 2023 as required by the *National Instrument 51-102 Continuous Disclosure Obligations;* (b) management's discussion and analysis related to the audited annual financial statements for the year ended March 31, 2023; and (c) certification of the foregoing filings as required by *National Instrument 52-109 Certification of Disclosure in Issuers' Annual and Interim Filing*s (collectively, the "**Annual Filings**").

38. The Cease Trade Order prohibits trading, whether directly or indirectly, in respect of any security of Atlas. The Monitor understands that Atlas has been advised by the OSC, through counsel, that executing the Transaction Agreement without a partial or full revocation of the Cease Trade Order would be a breach of the Cease Trade Order.

39. As a result, the documentation for the Transactions consists of a binding letter of intent, being the Binding LOI, and form of purchase agreement based on the terms of the Binding LOI until Atlas receives an order (the "**Partial Revocation Order**") from the OSC. Upon receiving the Partial Revocation Order, Atlas will execute the Transaction Agreement, subject to Court approval thereof. On September 30, 2024, Atlas submitted an application for the Partial Revocation Order to the OSC and received initial comments on October 2, 2024.

40. Terms of the Binding LOI have been incorporated into the Transaction Agreement. A general summary of the key terms and conditions of the Transaction Agreement is set out below. The summary is for convenience only and interested parties are directed to the specific terms of the Transaction Agreement, which will be attached to a supplementary record to be filed by the Applicants. Capitalized terms are as defined in the Transaction Agreement.

41. The Transaction Agreement sets out the following:

a. subject to the terms and conditions of the Transaction Agreement, in accordance with the Implementation Steps and effective as of the Closing Time, Atlas shall issue to the LP Purchaser, and the LP Purchaser shall subscribe for and purchase from the Atlas, free and clear of all Encumbrances (other than any Permitted Encumbrances), 100 newly issued common shares of Atlas (the "**Purchased Company Shares**");

b. pursuant to the Approval and Reverse Vesting Order and the Recapitalization Documents, and in accordance with the Implementation Steps, all of the Existing Shares of Atlas shall be cancelled, without consideration, and the Purchased Company Shares issued to the LP Purchaser shall represent 100% of the issued and outstanding common shares of Atlas following such cancellation and issuance;

c. pursuant to the Approval and Reverse Vesting Order in accordance with the Implementation Steps, all of the FacilityCo Shares (the "**Purchased FacilityCo Shares**") shall be transferred to and vest in the Facility Purchaser free and clear of all Encumbrances, (other than any Permitted Encumbrances);

d. upon the Closing, following the issuance of the Purchased Company Shares, the cancellation of Atlas' Existing Shares, the transfer of the Purchased FacilityCo Shares, and the completion of the Implementation Steps, Atlas (and AgMedica, Nursery, Tavivat, and 8050678) shall be wholly owned, directly or indirectly, by the LP Purchaser, and FacilityCo shall be wholly owned by the Facility Purchaser. For certainty, the Purchasers shall not acquire the Excluded Entity Shares, or the business, property or assets of the Excluded Entities;[1]and

e. the Assumed Liabilities of any of the Purchased Entities shall continue to be liabilities of the applicable Purchased Entity as of the Closing.

42. The aggregate purchase price for the Purchased Company Shares shall be made up of the following amounts (the "**Purchase Price**"):

a. all amounts outstanding and obligations payable by the Atlas Group under or in connection with the DIP Term Sheet and secured by the DIP Lender's Charge, including principal, interest and fees accrued up to and including the Closing Date, which indebtedness shall be assumed by the Purchasers at Closing; plus

b. all amounts outstanding and obligations payable by the Atlas Group to AgriRoots under or in connection with the AgriRoots Mortgage Agreement and secured by the AgriRoots Mortgage, which indebtedness shall be assumed by the Purchasers at Closing; plus

c. the value of all other Assumed Liabilities, if any, to be satisfied by the Purchasers performing and/or discharging such Assumed Liabilities as and when they become due; plus

d. the value of the Closing Payment which the Purchasers shall pay to the Monitor an amount equal to the sum of: (i) the Priority Payments; (ii) the CCAA Charge Amount; and (iii) the Administrative Wind-down Amount, less the amount of the Deposit (collectively together with the Deposit, the "**Closing Payment**"), provided, however, that such amount shall not exceed $500,000. The Monitor shall hold the Closing Payment in trust for the benefit of Persons entitled to be paid from the Closing Payment.

[1] The Excluded Entities are defined as Atlas Biotechnologies Inc., Atlas Growers Ltd., Cambrosia Ltd., Wellworth Health Corp., Tlalim Pap Ltd., Pharmacy Baron Ltd. and R.J. Regavim Ventures Ltd. GreenSeal is not listed as an Excluded Entity because it will be dealt with separately and its various liabilities are not being transferred to ResidualCo.

43. On the Closing Date, each of the Purchased Entities shall retain all of the assets owned by it including, without limitation, shares held in another Purchased Entity, the Chatham Facility, the Purchased Entities' personal property and equipment, Assumed Contracts, Permits and Licences, Books and Records, Business and undertakings (collectively, the "**Retained Assets**") except for the Excluded Assets and Excluded Contracts, which shall be transferred to ResidualCo on or before the Closing Time or shall be vested in ResidualCo.

44. Excluded Liabilities shall be transferred to, vested in and assumed by ResidualCo. Neither the Purchaser nor the Purchased Entities shall assume or have any liability for any of the Excluded Liabilities. The Monitor is satisfied that the total liabilities of ResidualCo, subject to being proven, will exceed $5 million.

45. The obligation of the Purchaser to complete the Transaction is subject to certain conditions being satisfied, fulfilled, or performed. The most notable conditions are:

a. Implementation Steps. The Implementation Steps shall have been completed in the order and in the timeframes contemplated hereunder;

b. Atlas' Deliverables. Atlas and the other Purchased Entities, as applicable, shall have executed and delivered or caused to have been executed and delivered to the Purchasers at the Closing all the documents contemplated in Section 7.3 of the Transaction Agreement;

c. No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by the Transaction Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 5.1 of the Transaction Agreement shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date;

d. No Breach of Covenants. Atlas shall have performed, in all material respects, all covenants, obligations and agreements contained in the Transaction Agreement required to be performed by it on or before the Closing Date;

e. Employees. The Purchased Entities shall have terminated the employment of the Terminated Employees;

f. Partial Termination of CCAA Proceeding. Upon Closing, the CCAA Proceeding shall have been terminated in respect of the Purchased Entities and their Business and property, as set out in the Approval and Reverse Vesting Order, but, for greater certainty, shall continue in respect of ResidualCo;

g. Permits and Licenses. The Permits and Licenses shall be in good standing at the Closing Time and no material default shall have occurred under any such Permits and Licenses that remains unremedied; and

h. Material Adverse Change. After the date of the Transaction Agreement and before the Closing Time, there will not have occurred any Material Adverse Change.

THE MONITOR'S RECOMMENDATION ON THE BINDING LOI AND TRANSACTION AGREEMENT

46. The Monitor is of the view that the SISP conducted by the Applicants, with the assistance of the Monitor, was robust and reasonable in the circumstances and supports the approval of the Binding LOI and Transaction Agreement.

47. The Applicants, with the assistance of the Monitor, carried out a broad canvassing of the market. Potential bidders were afforded a reasonable opportunity to investigate and consider a potential purchase of the Applicants' business and assets. The Applicants, with the assistance of the Monitor, took reasonable steps to ensure that participation in the SISP was maximized. The Monitor's involvement in the SISP was much more robust than usual given the absence of a sales advisor.

48. The Monitor believes that the Transaction would be more beneficial for creditors than a sale or disposition under a bankruptcy for the following reasons:

a. the facts demonstrate that the DIP Lender and AgriRoots are the only parties with an economic interest in the assets of the Purchased Entities. As such, creditors ranking behind these parties would not have received any dividend in a bankruptcy. With a going concern, these creditors will still have the benefit of continued revenue with the Purchased Entities, if they continue to supply the Purchased Entities; and

b. the Transaction is the only viable option to keep the Purchased Entities as a going-concern, and as such, benefits many of the stakeholders including customers, employees, the Canada Revenue Agency and suppliers.

49. The Transaction Agreement and proposed Approval and Reverse Vesting Order provide that AgMedica's pre-filing liability for source deductions will be among the Excluded Liabilities that will be vested out to ResidualCo. The CRA has indicated that it may object to this relief being granted. The Monitor understands from the Affidavit of Sandra Palma sworn October 1, 2024 (the "**Palma Affidavit**") that the CRA has quantified this pre-filing liability at $1,772,427.69.

50. The Monitor is satisfied that the vesting out of AgMedica's pre-filing liability for source deductions to ResidualCo, though unfortunate, is not a worse outcome for CRA than would be expected in a bankruptcy as:

a. the Applicants, with the assistance of the Monitor, conducted a robust canvassing of the market in the time available, including contacting over 100 parties, 15 of whom signed NDAs and four of whom submitted non-binding LOIs. The bid submitted by the Purchasers represents the best, and only, binding offer received for the assets of the AgMedica Group;

b. as outlined in the Ninth Cervi Affidavit, prior to the CCAA Proceedings, Atlas made a number of efforts to sell or obtain refinancing for the Chatham Facility which is owned by FacilityCo, not AgMedica. The Chatham Facility is, in large part, a facility purpose-built for the production of cannabis and accordingly would have to be significantly retrofitted if it was not acquired by another cannabis producer. Atlas engaged Prairie Commercial Mortgage Corp. ("**Prairie**") in January 2023, and then engaged CBRE

Limited ("**CBRE**") in June 2023, to explore potential mortgage financing for the Chatham Facility. CBRE presented the opportunity to its network of qualified lenders between July-September 2023 which yielded only a single letter of intent that was not capable of being executed. Neither, Prairie, CBRE nor the AgMedica Group was able to identify any executable re-financing or sale opportunity for the Chatham Facility. As also outlined in the Ninth Cervi Affidavit, various environmental concerns related to the Chatham Facility were raised in a Phase I Environmental Site Assessment dated March 1, 2022 and a draft Phase II Environmental Site Assessment provided on August 12, 2022;

c. any tax refunds payable to the Purchased Entities in respect of the pre-filing period will also be vested out to ResidualCo so that the CRA will be able to consolidate and set off those pre-filing tax refunds against its pre-filing arrears. The CRA requested language in the Approval and Reverse Vesting Order setting out its set-off rights in this respect which was included. The Monitor understands from the Palma Affidavit that the pre-filing refunds available for set-off total approximately $412,922.08;

d. as set out in the Palma Affidavit, the CRA is currently holding cash collateral of $565,000 previously posted by AgMedica in relation to its pre-filing excise tax liability. The CRA has indicated that it intends to, and the Applicants have acknowledged that the CRA is entitled to, apply this cash collateral to AgMedica pre-filing excise tax arrears; and

e. after the CRA made the Applicants and the Monitor aware of its potential objection to the vesting out of the source deduction liability to ResidualCo, the Applicants engaged in discussions with the Purchasers to determine whether any revisions could be made to the Transactions to address the CRA's concerns and was informed by the Purchasers that the purchase price could not be improved in the circumstances.

51. For the reasons note above, the Monitor recommends that the Court approve the Binding LOI and form of the Purchase Agreement.

APPROVAL AND REVERSE VESTING ORDER

Reverse Vesting Structure

52. The Transaction is in respect of the sale of the Purchased Company Shares following the implementation of a reverse vesting structure to effect the transfer of the Purchased Company Shares to the Purchaser and the transfer of the Excluded Assets, Excluded Contracts and Excluded Liabilities out of the Purchased Entities and into ResidualCo. AgMedica and Nursery hold several non-transferable licenses, which are described in the Initial Cervi Affidavit. These licenses are essential to AgMedica's and Nursery's business and ability to cultivate, produce, package and sell cannabis products, along with other activities.

53. A reverse vesting structure is necessary to maximize value in this case. The need for a reverse vesting structure arises from the highly regulated nature of the Applicants' cannabis business, the value of which is dependant on maintaining certain essential non-transferable licenses. The cannabis licenses cannot be transferred. Accordingly, absent a reverse vesting structure that preserves the licences, the Company could not store or sell its inventory, or have cannabis operations. This disruption in operations until a new license is obtained, increases risk and uncertainty resulting in a materially decreased purchase price for a going concern transaction or lead to the liquidation of the Purchased Entities. The Monitor notes that the sole bid in the SISP contemplated a reverse vesting structure.

54. The Monitor is not aware of any stakeholder that is worse off under the reverse vesting structure, nor is there a viable alternative that would produce a more favourable economic result.

55. Accordingly, the Monitor is of the view that the reverse vesting structure set out in the proposed Approval and Reverse Vesting Order represents the only viable alternative to implement the Transaction for the benefit of the Purchased Entities' stakeholders and therefore supports the relief requested.

Releases

56. The proposed Approval and Reverse Vesting Order includes releases (the "**Releases**") in favour of the Released Parties, which is defined to include:

a. the current directors, officers, employees, consultants, legal counsel and advisors of the Applicants;

b. the Monitor and its counsel; and

c. ResidualCo.

57. The full scope of the release provisions is set out in the proposed Approval and Reverse Vesting Order and should be read in conjunction with this Third Report. The Releases explicitly do not release or discharge any claim that is not permitted to be released, pursuant to section 5.1(2) of the CCAA.

58. The Approval and Reverse Vesting Order also provides for releases of other parties effective upon the filing of the Monitor's Closing Certificate including Shalcor Management Inc., in its capacity as the DIP Lender, AgriRoots, in its capacity as mortgagee and the Purchaser, in its capacity as the Successful Bidder (collectively, the "**Other Released Parties**").

59. In addition, the Approval and Reverse Vesting Order provides for Releases of the current and former directors and officers of the Purchased Entities (collectively, the "**Released D&Os**" and each a "**Released D&O**"). The Releases of the Released D&Os are limited to releasing them from any and all claims, including but not limited to claims for unpaid source deductions and excise taxes, that any Person may have or be entitled to assert against the Released D&Os taking place prior to commencement of these CCAA Proceedings in respect of the Purchased Entities (collectively, the "**D&O Released Claims**").

60. The Approval and Reverse Vesting Order provides that any person is permitted to pursue an action in respect of any claim or liability which is an insured claim (the "**Insured Claims**") under any insurance policy maintained by any of the Purchased Entities or ResidualCo (collectively, the "**Insurance Policies**") to the point of determination of

liability, if any. The person asserting an Insured Claim is entitled to recover solely from the proceeds under the Insurance Policies, to the extent available, in respect of any such Insured Claim, and recovery of such Insured Claim is limited solely to such proceeds, without any additional rights of enforcement, recovery or recourse as against any of the Purchased Entities or the Released D&Os, and such person has no right to make any claim or seek any recoveries from any of the Purchased Entities or any of the Released D&Os, other than enforcing the person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable Insurance Policies.

61. In the Monitor's view, having considered the facts of the situation, each of the Released Parties have, in some meaningful way, contributed to the Transaction and, more generally, the CCAA Proceedings and the successful restructuring of the Applicants. These individuals will not be receiving payments under the KERP reflecting those contributions as the conditions for payments under the KERP have not been met.

62. The Approval and Reverse Vesting Order, which contains the Releases, is a condition precedent to the Transactions which allow the Purchased Entities to continue their operations as a going concern. The Monitor is not aware of any opposition to the Releases as of the date of this report.

SEALING

63. The Applicants also request that the Fourth Confidential Affidavit be sealed until further Order of the Court.

64. The Fourth Confidential Affidavit contains:

   a. Information regarding the terms of the various letters of intent and bids that were submitted, and negotiations that occurred, during the course of the SISP; and

   b. appraisal reports of the Chatham Facility.

65. The information concerning the letters of intent and bids that were submitted, and negotiations that occurred, during the course of the SISP is commercially sensitive information. The publication of this information may prejudice (i) the Applicants' and

Monitor's ability to source an alternative transaction or other arrangement for the benefit of the stakeholders of the AgMedica Group if the Transaction Agreement is not approved or the Transactions do not close, and (ii) the ongoing negotiations concerning the GreenSeal side of the business. It is typical for this information to be submitted to the Court on a confidential basis at the conclusion of a sale process to provide the Court with additional information relevant to assessing the transactions and a sealing order to be sought over that information.

66. Similarly, publication of the appraisal reports may prejudice the Applicants' and Monitor's ability to source an alternative transaction for the Chatham Facility, which is the main asset of the AgMedica Group, if the Transactions are not approved or do not close. This Court previously ordered that appraisal reports of the Chatham Facility would be sealed in the ARIO dated July 2, 2024. In its endorsement dated July 2, 2024, the Court stated:

> I am satisfied that the requested sealing order for the Confidential Appendices meets the test in *Sierra Club/Sherman Estates* and that disclosure of this information would pose a risk to the public interest in enabling stakeholders of a company in CCAA proceedings to maximize the benefits of a restructuring.

67. The Monitor does not believe that any stakeholders would be prejudiced if the Fourth Confidential Affidavit is sealed. Accordingly, the Monitor believes that the test for a sealing order set out in *Sherman Estate v. Donovan*, 2021 SCC 25 is made out in the circumstances.

APPLICANTS' RECEIPTS AND DISBURSEMENTS

68. A summary of GreenSeal's and the AgMedica Group's actual receipts and disbursements during the period from June 24, 2024 to Sept 22, 2024 (the "**Reporting Period**"), as compared to the Initial Cash Flow Forecast (the "**Variance Analysis**") is attached as **Appendix "A"** to this Third Report.

69. During the Reporting Period:

a. GreenSeal's operations generated a net cash inflow of approximately $328,000. As at September 22, 2024, GreenSeal's cash on hand was approximately $592,000; and

b. The AgMedica Group’s operations generated a net cash outflow of approximately $3.8 million. As at September 22, 2024, the AgMedica Group’s cash on hand was approximately $1.3 million.

70. The favourable variance in net change in cash for GreenSeal during the Reporting Period of approximately $13,000 is primarily a result of a negative total variance on forecast receipts of approximately $792,000 and a positive total variance on disbursements of approximately $805,000.

71. The favourable variance in net change in cash for the AgMedica Group during the Reporting Period of approximately $529,000 is primarily a result of a negative total variance on forecast receipts of approximately $1.1 million and a positive total variance on disbursements of approximately $1.6 million.

OVERVIEW OF APPLICANTS’ CASH FLOW FORECAST

72. The Applicants, with the assistance of the Monitor, have prepared a cash flow forecast for GreenSeal (the “**GreenSeal CFF**”) and the AgMedica Group (the “**AgMedica CFF**”) (the GreenSeal CFF and the AgMedica CFF collectively, the “**Cash Flow Forecast**”) which includes forecast receipts and disbursements for the period from September 23, 2024 to the week ending November 3, 2024 (the “**Cash Flow Period**”) for the purpose of projecting the GreenSeal and the AgMedica Group’s estimated liquidity needs during the Cash Flow Period. A copy of the GreenSeal CFF and the AgMedica CFF are attached as **Appendix “B”** to this Third Report.

73. The Cash Flow Forecast is presented on a weekly basis during the Cash Flow Period and represents the estimates of Management of GreenSeal’s and the AgMedica Group’s projected cash flow during the Cash Flow Period. The Cash Flow Forecast has been prepared by the Applicants using probable and hypothetical assumptions (the “**Assumptions**”) set out in the notes to the respective Cash Flow Forecast.

74. The Monitor has reviewed the Cash Flow Forecast through inquiries, analytical procedures and discussions, and review of documents related to the Information supplied to it by certain key members of Management and employees of the Applicants. Based on the

Monitor's review, nothing has come to its attention that causes it to believe, in any material respect, that:

a. the Assumptions are not consistent with the purpose of the Cash Flow Forecast;

b. as at the date of this Third Report, the Assumptions are not suitably supported and consistent with the plans of the Applicants or do not provide a reasonable basis for the Cash Flow Forecast, given the probable and hypothetical assumptions; or

c. the Cash Flow Forecast does not reflect the Assumptions.

The GreenSeal CFF

75. The GreenSeal CFF shows projected estimated total combined receipts for GreenSeal of approximately $1.3 million and estimated operational disbursements of approximately $1.4 million and CCAA-related payments of approximately $261,000 including Advance Repayments to Stoke pursuant to the TARIO of approximately $156,000.

76. The GreenSeal CFF projects that GreenSeal will have sufficient liquidity during the proposed Stay Period subject to maintaining its compliance with the Stoke Covenant. The Monitor notes that the GreenSeal CFF indicates that GreenSeal is forecast to breach the Stoke Covenant in the last week of October. The Monitor expects that the Applicants or Stoke will seek relief from the Court prior to the end of the proposed extension of the Stay Period to address any potential breach of the Stoke Covenant, the timing of which will depend on GreenSeal's actual results. Pursuant to the TARIO, GreenSeal is required to make good faith efforts to notify the Monitor and Information Liaison if it is anticipated that the Stoke Covenant will be breached, so that appropriate relief can be sought.

The AgMedica CFF

77. The AgMedica CFF shows projected estimated total combined receipts for the AgMedica Group of approximately $1.68 million and estimated operational disbursements of approximately $2.25 million and CCAA-related payments of approximately $880,000.

78. The AgMedica CFF assumes:

a. Payment of property tax arrears for the Chatham Facility are deferred until after the Transaction closes;

b. Pre-filing mortgage interest and the post-filing October mortgage interest payments are deferred until after the Transaction closes.

79. The AgMedica CFF projects that the AgMedica Group will have sufficient liquidity to the anticipated closing date of mid-October, 2024. However, if the closing date is extended, the AgMedica CFF projects that the AgMedica Group will have sufficient liquidity during the proposed Stay Period should it be granted by this Court subject the approval of AgriRoot of the deferred payment of property taxes and mortgage interest.

EXTENSION TO THE STAY PERIOD

80. The Stay Period is currently set to expire on October 4, 2024. The Applicants are requesting an extension of the Stay Period until October 31, 2024.

81. The Monitor is of the view that the extension of the Stay Period is appropriate for the following reasons:

a. it allows time for the Applicants to satisfy the conditions of the Transaction and close the Transaction;

b. the Applicants continue to operate in good faith and with due diligence.

82. Subject to the Monitor's comments concerning the AgMedica CFF and GreenSeal CFF, the Monitor supports the Applicants' request to extend the Stay Period to October 31, 2024.

PROFESSIONAL FEES

83. Pursuant to the ARIO, the Monitor and its counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and shall pass their accounts from time to time before the Court.

84. Attached hereto as **Appendix "D"** is the Affidavit of Karen Fung of Ernst & Young Inc. sworn October 3 2024 (the "**Fung Affidavit**") attesting to the fees and disbursements of

the Monitor for the period June 9, 2024 to September 27, 2024 in the aggregate amount of $613,502.14 exclusive of the fees of McCarthy Tetrault LLP ("**McCarthy**") and HST.

85. Attached hereto as **Appendix "E"** is the Affidavit of Trevor Courtis of McCarthy sworn October 2, 2024 (the "**Courtis Affidavit**") attesting to the fees and disbursements of the Monitor's counsel for the period June 11, 2024 to September 30, 2024 in the aggregate amount of $88,283.10, inclusive of HST.

86. It is the Monitor's view that the fees and disbursements incurred by the Monitor and its counsel, as described in the Fung Affidavit and the Courtis Affidavit respectively are reasonable and appropriate in the circumstances.

APPROVAL OF THE MONITOR'S ACTIVITIES

87. The Monitor seeks approval of its actions and activities, as further described in the Pre-Filing Report of the Proposed Monitor dated June 20, 2024, the Supplement to the First Report of the Monitor dated July 2, 2024, the Second Supplement to the First Report of the Monitor dated July 5, 2024, the Third Supplement to the First Report of the Monitor dated July 9, 2024, the First Report of the Monitor dated July 27, 2024, the Second Report of the Monitor dated July 25, 2024, and the Third Report (collectively, the "**Monitor's Reports**").

88. The activities of the Monitor since the granting of the SISP Approval Order have been primarily focused on the following:

a. assisting the Applicants in carrying out the SISP including:

   i. the activities set out in paragraphs 26-36 of this Third Report;

   ii. participating in discussion with the bidders;

   iii. reviewing and providing advice on due diligence materials including financial models; and

iv. participating in discussions with the Consultation Parties in respect of the bids;

b. reviewing and approving disbursement of the Applicants;

c. reviewing cash flows of the Applicants; and

d. participating in discussion with certain stakeholders.

89. The proposed approval of the Monitor's activities and reports is limited such that only the Monitor, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

CONCLUSIONS AND RECOMMENDATIONS

90. Based on the above, the Monitor recommends that the Court approve the Approval and Reverse Vesting Order and the Transactions contemplated therein.

All of which is respectfully submitted this 3rd day of October, 2024.

ERNST & YOUNG INC., in its capacity as Monitor of the Applicants, and not in its corporate or personal capacity.

per:

K. Fung

Karen Fung, CPA, CA, LIT, CIRP
Senior Vice President

APPENDIX "A"
VARIANCE ANALYSIS

Cashflow Variance Analysis
For the Period June 24, 2024 to September 22, 2024

		$CAD Actuals	Baseline	Variance	Variance Comments
AgMedica Group	**Total Receipts**	2,129,150	3,190,599	(1,061,449)	Negative variance as a result of less collections from international sales.
	Total Operational Disbursements	(4,427,804)	(6,485,521)	2,057,717	
	Payroll	(1,759,019)	(2,020,851)	261,832	
	Vendor Payments	(1,606,782)	(1,808,330)	201,548	
	Mortgage Payments / backstop	(353,885)	(1,297,945)	944,060	Positive variance as a result of non-payment of mortgage interest arrears.
	Vendor Deposits - post stay	(65,340)	(190,000)	124,660	Positive variance as a result of less requirements for security deposits than originally forecast.
	Property Taxes	-	(485,000)	485,000	Positive variance as a result of non-payment of property taxes. This is a timing variance.
	Utilities	(343,254)	(335,000)	(8,254)	
	Insurance	(215,677)	(252,000)	36,323	
	GST/HST	-	-	-	
	Excise Remittance/Licenses	(83,847)	(96,395)	12,548	
	Total CCAA Related Payments	(1,516,787)	(1,050,000)	(466,787)	Negative variance as professional fees were higher than forecast.
	Net Change in Cash	(3,815,441)	(4,344,922)	529,481	
GreenSeal	**Total Receipts**	2,648,443	3,440,416	(791,974)	Negative variance in collections from sales.
	Total Operational Disbursements	(1,670,505)	(2,412,261)	741,755	
	Payroll	(862,563)	(1,043,628)	181,065	
	Vendor Payments	(569,256)	(556,122)	(13,134)	
	Mortgage Payments / backstop	-	(157,500)	157,500	Positive variance as a result of non-payment of mortgage interest.
	Vendor Deposits - post stay	(5,000)	(100,000)	95,000	Positive variance as a result of less requirements for security deposits than originally forecast.
	Property Taxes	(8,754)	-	(8,754)	
	Utilities	(85,658)	(141,000)	55,342	Positive variance as primarily result of timing differences.
	Insurance	146,348	-	146,348	Insurance proceeds collected were not included in the original forecast.
	GST/HST	(48,288)	(180,000)	131,712	Positive variance as a result of lower HST payments than originally forecast.
	Excise Remittance/Licenses	(237,334)	(234,011)	(3,323)	
	Total CCAA Related Payments	(650,248)	(713,747)	63,500	
	Net Change in Cash	327,690	314,409	13,281	

APPENDIX "B"
CASH FLOW FORECAST AND NOTES

GreenSeal Cannabis Company Ltd
Cash Flow Forecast
Canadian $

Week Commencing	Notes	23-Sep-24	30-Sep-24	07-Oct-24	14-Oct-24	21-Oct-24	28-Oct-24	Total
		Forecast	*Forecast*	*Ext. Fcst*	*Ext. Fcst*	*Ext. Fcst*	*Ext. Fcst*	
Receipts	*1*							
Confirmed		*36,660*	*163,409*	*182,599*	*113,730*	*61,008*	*136,417*	*693,822*
Expected RTVs		-						-
New Business		-	-	-	*22,394*	*75,489*	*121,248*	*219,130*
Domestic		36,660	163,409	182,599	136,123	136,497	257,665	*912,953*
B2B Wholesale		37,500	37,500	37,500	37,500	37,500	37,500	*225,000*
International		-	-					-
Intercompany Sales / (Purchases)		96,782	75,000	-	-	-	-	*171,782*
Total Receipts		170,943	275,909	220,099	173,623	173,997	295,165	1,309,735
Operational Disbursements								
Payroll	*2*	34,967	102,436	34,967	93,524	34,967	102,436	*403,296*
Vendor Payments	*3*	53,027	53,027	55,684	63,027	53,027	53,027	*330,821*
Mortgage Payments	*4*	115,487	4,218	24,557	4,218	24,557	4,218	*177,256*
Vendor Deposits - post stay	*5*	-	-	-	-	-	-	-
Property Taxes	*6*	-	8,706	-	-	-	-	*8,706*
Utilities	*7*	-	47,000	-	-	-	47,000	*94,000*
Insurance	*8*	-	-	-	-	-	-	-
GST/HST	*9*	-	-	50,000	-	-	50,000	*100,000*
Excise Remittance/Licenses	*10*	-	-	191,256	-	-	109,128	*300,384*
Total Operational Disbursements	***a***	203,481	215,387	356,464	160,769	112,551	365,809	1,414,463
Net Cash from Operations		(32,538)	60,521	(136,365)	12,854	61,445	(70,644)	(104,728)
CCAA Related Payments								
DIP Facility Repayment		-	-					-
DIP Fees		-	-					-
Factoring Settlements	*11*	-	156,098					*156,098*
Information Monitor	*12*	5,000	-					*5,000*
Payments to Trust Account		-	-					-
Restructuring Process (Prof. Services)	*13*	20,000	20,000	20,000	20,000	20,000	-	*100,000*
Total CCAA Related Payments	***b***	**25,000**	**176,098**	**20,000**	**20,000**	**20,000**	**-**	**261,098**
Net Cash Receipts/(Disbursements)		(57,538)	(115,577)	(156,365)	(7,146)	41,445	(70,644)	(365,826)
Cash on Hand								
Opening balance	*14*	592,431	534,893	419,316	262,950	255,805	297,250	592,431
DIP Facility Draw/Repayment		-	-					-
Net Cash Receipts/(Disbursements)	*=a+b*	(57,538)	(115,577)	(156,365)	(7,146)	41,445	(70,644)	(365,826)
Ending Cash Balance		534,893	419,316	262,950	255,805	297,250	226,605	226,605
Ending Accounts Receivable Balance		806,702	785,177	740,340	741,979	743,245	590,227	
Total Collateral (Cash + AR)		1,341,595	1,204,492	1,003,291	997,784	1,040,495	816,832	
Stoke Charge		978,628	853,324	853,324	853,324	853,324	853,324	
Surplus / (Deficit) in collateral over charge		362,967	351,168	149,966	144,459	187,170	(36,492)	

IN THE MATTER OF THE CCAA OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY LTD., AGMEDICA BIOSCIENCES INC. et al. (collectively, the "Applicants")

Notes to the Unaudited Cash Flow Forecast of GreenSeal Cannabis Company Ltd. ("GreenSeal")

September 23, 2024 to November 3, 2024 (the "Forecast Period")

Disclaimer:

In preparing this cash flow forecast (the "**GreenSeal CFF**"), the Applicants, with the assistance of Ernst & Young Inc. (the "**Monitor**"), have relied upon unaudited financial information and the Applicants have not attempted to further verify the accuracy or completeness of such information. The GreenSeal CFF includes estimates concerning GreenSeal's operations and additional assumptions discussed below with respect to the impact of a *Companies' Creditors Arrangement Act* ("**CCAA**") filing (the "**Probable and Hypothetical Assumptions**" or the "**Assumptions**"). Since the GreenSeal CFF is based on Assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast Period will vary from the GreenSeal CFF, even if the Assumptions materialize, and such variation may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

Overview:

The Applicants, with the assistance of the Monitor, have prepared the GreenSeal CFF and includes forecast receipts and disbursements of GreenSeal for the period from September 23, 2024 to the week ending November 3, 2024 (the "**Cash Flow Period**") for the purpose of projecting the Applicants' estimated liquidity needs during the Cash Flow Period.

Receipts and disbursements are denominated in Canadian dollars.

Assumptions:

1. **Receipts**
   This category includes receipts generated by GreenSeal through the sale of cannabis products to provincial distributors domestically, bulk to other licensed producers and internationally to licensed customers in their respective countries. Domestic receipts have been separated based on confirmed orders and anticipated new business. It also reflects intercompany inventory sales/purchases as between the Applicants.

2. **Payroll Costs**
   Employees are paid on a bi-weekly basis and represents gross payroll, WSIB, EHT and employee benefits.

3. **Vendor payments**
   Represents disbursements related to purchase of raw materials, consumables, freight, general repairs and maintenance, security, temporary labour and other facility expenses.

4. **Mortgage Payments**
   Mortgage payments represent interest payments owing to the secured lender under the three credit facilities with GreenSeal, including two commercial mortgage facilities.

5. **Vendor Deposits – post stay**
   Prepayments and security deposits on account for future services required due to expected withdrawal of credit terms from vendors.

6. **Property Taxes**
   It assumes payment of local property taxes are made at the end of September.

7. **Utilities**
   Represents the cost of gas, water and hydro.

8. **Insurance**
   Insurance policies are held by Atlas Global Brands Inc. providing global coverages inclusive of GreenSeal.

9. **GST/HST**
   Represents sales taxes.

10. **Excise Remittances/Licenses**
    Represents expenses such as Health Canada licences and excise duty taxes.

11. **Payments on Factoring Balance**
    In exchange for GreenSeal using the Purchased Receivables to fund its working capital needs, it agreed to pay Advances in 4 equal instalments commencing in early July and at the end of July, August and September. Such amounts also includes interest on the outstanding balance owing to Stoke.

12. **Information Liaison**
    Information Liaison include the professional fee payments and expenses of the Information Liaison.

13. Professional Services

Professional services include professional fee payments and expenses primarily for the Applicants' legal counsel.

14. Beginning Balance

Represents the opening cash balance as of September 22, 2024.

The AgMedica Group (Atlas Global Brands Inc., GreenSeal Nursery, Ltd., AgMedica Bioscience Inc., Wellworth Health Corp., 50473946 Ontario Inc., 8050678 Canada Inc. and Tavivat Naturals Inc.)
Cash Flow Forecast
Canadian $

Week Commencing		23-Sep-24	30-Sep-24	07-Oct-24	14-Oct-24	21-Oct-24	28-Oct-24	Total
	Notes	*Forecast*	*Forecast*	*Ext. Fcst*	*Ext. Fcst*	*Ext. Fcst*	*Ext. Fcst*	
Receipts	*1*							
Domestic		5,000	5,000	5,000	5,000	5,000	5,000	30,000
B2B Wholesale		-	70,000	70,000	70,000	70,000	70,000	350,000
International		169,939	201,173	201,173	201,173	301,173	294,503	1,369,135
Intercompany Sales / (Purchases)		(96,782)	(75,000)	-	-	-	-	(171,782)
Rental Income		25,625	41,972	-	-	-	36,693	104,290
Total Receipts		103,782	243,145	276,173	276,173	376,173	406,196	1,681,643
Operational Disbursements								
Payroll	*2*	118,491	151,651	86,715	216,286	118,491	151,651	843,285
Vendor Payments	*3*	148,201	123,201	148,201	138,771	148,201	123,201	829,777
Mortgage Payments	*4*	-	205,250	-	-	-	-	205,250
Vendor Deposits - post stay	*5*	14,000	14,000	14,000	14,000	14,000	14,000	84,000
Property Taxes	*6*	-	-	-	-	-	-	-
Utilities	*7*	-	80,000	-	-	-	80,000	160,000
Insurance	*8*	36,366	-	35,526	-	36,366	-	108,259
GST/HST	*9*	-	-	-	-	-	-	-
Excise Remittance/Licenses	*10*	-	10,000	-	-	-	10,000	20,000
Total Operational Disbursements		317,058	584,102	284,442	369,058	317,058	378,852	2,250,570
Net Cash from Operations	***a***	(213,276)	(340,957)	(8,269)	(92,885)	59,115	27,344	(568,928)
CCAA Related Payments								
DIP Facility Repayment	*11*		140,500					140,500
DIP Fees	*11*	-	100,000					100,000
Factoring Settlements		-	-					-
Information Monitor		-	-					-
Payments to Trust Account		-	-					-
Restructuring Process (Prof. Services)	*12*	99,946	114,983	140,000	155,000	90,000	40,000	639,929
Total CCAA Related Payments		**99,946**	**355,483**	**140,000**	**155,000**	**90,000**	**40,000**	**880,429**
Net Cash Receipts/(Disbursements)	***b***	(313,222)	(696,439)	(148,269)	(247,885)	(30,885)	(12,656)	(1,449,357)
Cash on Hand								
Opening balance	*13*	1,310,843	997,621	441,681	293,412	45,528	14,643	1,310,843
DIP Facility Draw/Repayment	*11*	-	140,500					140,500
Net Cash Receipts/(Disbursements)	*=a+b*	(313,222)	(696,439)	(148,269)	(247,885)	(30,885)	(12,656)	(1,449,357)
Ending Cash Balance		997,621	441,681	293,412	45,528	14,643	1,986	1,986
DIP								
Opening Balance		4,859,500	4,859,500	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
DIP Facility Draw/Repayment		-	140,500					
Ending Balance		4,859,500	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000

IN THE MATTER OF THE CCAA OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS COMPANY LTD., AGMEDICA BIOSCIENCES INC. et al. (collectively, the "Applicants")

Notes to the Unaudited Cash Flow Forecast of the Applicants excluding GreenSeal Cannabis Company Ltd. (the "AgMedica Group")

September 23, 2024 to November 3, 2024 (the "Forecast Period")

Disclaimer:

In preparing this cash flow forecast (the "**AgMedica CFF**"), the Applicants, with the assistance of Ernst & Young Inc. (the "**Monitor**"), have relied upon unaudited financial information and the Applicants have not attempted to further verify the accuracy or completeness of such information. The Agmedica CFF includes estimates concerning the AgMedica Group's operations and additional assumptions discussed below with respect to the impact of a *Companies' Creditors Arrangement Act* ("**CCAA**") filing (the "**Probable and Hypothetical Assumptions**" or the "**Assumptions**"). Since the Agmedica CFF is based on Assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast Period will vary from the Agmedica CFF, even if the Assumptions materialize, and such variation may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

Overview:

The Agmedica CFF includes the receipts and disbursements of the AgMedica Group during the Forecast Period. The Applicants, with the assistance of the Monitor, have prepared the Agmedica CFF based primarily on estimated receipts and disbursements related to the AgMedica Groups' ongoing operations during the anticipated stay extension period.

Receipts and disbursements are denominated in Canadian dollars.

Assumptions:

1. **Receipts**
   This category includes receipts generated by the AgMedica Group through the sale of cannabis products to provincial distributors domestically, bulk to other licensed producers and internationally to licensed customers in their respective countries. It also reflects intercompany inventory sales/purchases as between the Applicants. Rental income receipts are from leases with third party tenants in the AgMedica Groups' owned properties.

2. **Payroll Costs**
   Employees are paid on a bi-weekly basis and represents gross payroll, WSIB, EHT and employee benefits.

3. **Vendor payments**
   Represents disbursements related to purchase of raw materials, consumables, freight, general repairs and maintenance, security, temporary labour and other facility expenses.

4. **Mortgage Payments**
   It assumes the October interest payment and payment of interest arrears to the secured lender is deferred until the Transaction closes.

5. **Vendor Deposits – post stay**
   Represents payments for a security deposit on account of future services required by the utility company.

6. **Property Taxes**
   It assumes payment of local property taxes is deferred until the Transaction closes.

7. **Utilities**
   Represents the cost of gas, water and hydro.

8. **Insurance**
   Represents insurance expenses.

9. **GST/HST**
   Represents sales taxes.

10. **Excise Remittances/Licenses**
    Represents expenses such as Health Canada licences and excise duty taxes.

11. **DIP Fees**
    Assumes $140,500 is drawn on the DIP to fund DIP legal expenses and the DIP fee is paid. DIP interest charges are to be accumulated over the period and paid on maturity.

12. **Restructuring Process**
    Restructuring costs include professional fee payments and expenses of the Applicants' legal counsel, the proposed Monitor and its counsel in connection with the Applicants' restructuring proceedings.

13. **Beginning Balance**
    Represents the opening cash balance as of September 22, 2024.

14. DIP Draws

Represent DIP draws pursuant to the DIP facility of $5.0 million.

APPENDIX "C"
SISP

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	FRIDAY, THE 26th
	)	
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.

SISP APPROVAL ORDER

THIS MOTION, 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**") for an order approving, among other things, (i) an extension of the Stay Period (as defined in the Initial Order); (ii) the proposed sale and investment solicitation process (the "**SISP**") as attached hereto at Schedule "A"; (iii) the key employee retention plan ("**KERP**") of the Applicants; and (iv) payment to a critical supplier, was heard this day by videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Jason Cervi sworn July 24, 2024 and the Exhibits thereto the "**Seventh Cervi Affidavit**"), the third confidential affidavit of Jason Cervi sworn July 24, 2024 and the Exhibit thereto (the "**Third Confidential Cervi Affidavit**"), the affidavit of Howard Steinberg sworn July 25, 2024, the affidavit of David Goldstein sworn July 25, 2024, the affidavit of Jason Cervi sworn July 26, 2024, the affidavit of Justin Kanji sworn July 26, 2024, the Second Report of Ernst & Young Inc. ("**EY**"), in its capacity as monitor of the Applicants (the "**Monitor**"), dated July 25, 2024 and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and those other parties listed on the Counsel Slip, no one else appearing although duly served as appears from the Affidavit of Service of Asiah Sadiq sworn July 25, 2024.

SERVICE AND DEFINITIONS

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.

2. **THIS COURT ORDERS** that, unless otherwise defined, each capitalized term in this Order has the meaning given in the SISP, if not defined therein, or the Third Amended and Restated Initial Order dated July 9, 2024 (the "**TARIO**").

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including September 30, 2024.

PAYMENT TO CRITICAL SUPPLIER

4. **THIS COURT ORDERS** that, subject to the consent of the Monitor and the DIP Lender, the Applicants shall be entitled but not required to pay all pre-filing licence fees associated with the preservation of its Control Union Medical Cannabis Standard certifications.

APPROVAL OF THE SISP

5. **THIS COURT ORDERS** that the SISP (subject to any amendments thereto that may be made in accordance therewith and with this Order) is hereby approved and the Applicants and the Monitor are hereby authorized to implement the SISP pursuant to its terms.

6. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective affiliates, partners, directors, employees, consultants, advisors, experts, accountants, counsel and agents (collectively, "**Assistants**") are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this SISP Order, as applicable.

7. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective Assistants shall have no liability with respect to any and all losses, claims, damages or liabilities of any kind or nature to any person or entity as a result of implementing or otherwise in connection with the SISP, except to the extent that any such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Applicants, the Monitor or their respective Assistants, as applicable, in performing their respective obligations under the SISP (as determined by this Court).

8. **THIS COURT ORDERS** that in respect of the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the Initial Order and any other Order of this Court in this proceeding.

9. **THIS COURT ORDERS** that notwithstanding anything contained herein or in the SISP, the Monitor shall not take possession of the Property or be deemed to take possession of the Property, including pursuant to any provision of the Cannabis Legislation.

PROTECTION OF PERSONAL INFORMATION

10. **THIS COURT ORDERS** that, pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Applicants and the Monitor are authorized and permitted to disclose personal information of identifiable individuals ("**Personal Information**") to prospective bidders or offerors and to their advisors, including human resources and payroll information, records pertaining to the Applicants' past and current employees, and information on specific customers, but only to the extent desired or required to negotiate or attempt to complete a transaction under the SISP. Each prospective bidder or offeror to whom any Personal Information is disclosed shall maintain and protect the privacy of such Personal Information with security safeguards appropriate to the sensitivity of the Personal Information and as may otherwise be required by applicable federal or provincial legislation. Each prospective bidder or offeror to whom any Personal Information is disclosed shall also limit the use of such Personal Information to its participation in the SISP, and if it does not complete a sale, shall return all such information to the Applicants and the Monitor, as applicable, or in the alternative destroy all such information and confirm same to the Applicants or the Monitor, as applicable. The Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated in the Successful Bid(s), shall be entitled to use the Personal Information provided

to it that is related to the assets and/or business acquired pursuant to the sale in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other Personal Information to the Applicants and the Monitor, as applicable, or ensure that all other Personal Information is destroyed and confirm same to the Applicants or the Monitor, as applicable.

KEY EMPLOYEE RETENTION PLAN

11. **THIS COURT ORDERS** that the KERP as described in the Third Confidential Cervi Affidavit, certain additional details of which are attached in Exhibit "A" thereto, is hereby approved and the Applicants are authorized and directed to make payments in accordance with the terms of the KERP.

12. **THIS COURT ORDERS** that the key employees referred to in the KERP other than the employees of GreenSeal (the "**KERP Beneficiaries**") shall be entitled to the benefit of and are hereby granted a charge on the Property of the Applicants other than GreenSeal, which charge: a) shall not exceed an aggregate amount of $811,500; and b) shall be subordinate to all other secured claims as finally determined, against the Property of the Applicants other than GreenSeal that exist as of the date of this Order (the "**Secured Claims**"), as security for amounts payable to the KERP Beneficiaries pursuant to the KERP (the "**KERP Charge**"). The KERP Charge shall have the priority set out in this paragraph 12 and paragraph 14 herein. For greater certainty, in the event of any discrepancy, inconsistency or conflict between this paragraph 12 and paragraph 14 regarding the priority of the KERP Charge to the other Charges and the Secured Claims, this paragraph 12 shall prevail.

13. **THIS COURT ORDERS** that the key employees of GreenSeal referred to in the KERP (the "**GreenSeal KERP Beneficiaries**") shall be entitled to the benefit of and are hereby granted

a charge on the Property of GreenSeal, which charge: a) shall not exceed an aggregate amount of $228,500; and b) shall be subordinate to all other secured claims as finally determined, against the Property of GreenSeal that exist as of the date of this Order (the "**GreenSeal Secured Claims**"), as security for amounts payable to the GreenSeal KERP Beneficiaries pursuant to the KERP (the "**GreenSeal KERP Charge**"). The GreenSeal KERP Charge shall have the priority set out in this paragraph 12 and paragraph 14 herein. For greater certainty, in the event of any discrepancy, inconsistency or conflict between this paragraph 12 and paragraph 14 regarding the priority of the GreenSeal KERP Charge to the other Charges and the GreenSeal Secured Claims, this paragraph 12 shall prevail.

PRIORITY OF KERP CHARGE

14. **THIS COURT ORDERS** that the KERP Charge and the GreenSeal KERP Charge shall have the benefit of paragraphs 54 to 59 of the TARIO and constitute a "Charge". The KERP Charge and the GreenSeal KERP Charge shall rank in priority to all unsecured claims, such that the priorities of the Stoke Receivables Charge, Administration Charge, DIP Lender's Charge, Bridge DIP Charge, Directors' Charge, GreenSeal Directors' Charge, KERP Charge and GreenSeal KERP Charge as among them, shall be as follows:

First – Stoke Receivables Charge (on the GS A/R to the maximum amount of $1,175,000 plus the Information Liaison's Fees less the Advance Repayments);

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);

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

Sixth – KERP Charge (to the maximum amount of $811,500 after payment in full of the Secured Claims); and

Sixth – GreenSeal KERP Charge (to the maximum amount of $228,500 after payment in full of the GreenSeal Secured Claims).

SEALING ORDER

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

GENERAL

16. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

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

18. **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.

19. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada, 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.

20. **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 proceeding for the purpose of having this proceeding recognized in a jurisdiction outside Canada.

21. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective counsel may serve or distribute this Order, or any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to prospective bidders, offerors or other interested parties and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

Penny J.

Schedule "A"

[See attached]

SALE AND INVESTMENT SOLICITATION PROCESS

Introduction

On June 20, 2024, Atlas Global Brands Inc., GreenSeal Cannabis Company, Ltd. ("**GreenSeal**"), GreenSeal Nursery, Ltd., AgMedica BioScience Inc., Wellworth Health Corp., 5047346 Ontario Inc., 8050678 Canada Inc. and Tavivat Naturals Inc. (collectively, the "**Applicants**" or the "**Company**) sought and obtained an initial order (as amended from time to time, the "**Initial Order**") under the *Companies' Creditors Arrangement Act* ("**CCAA**" and the proceedings commenced thereby, the "**CCAA Proceedings**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). Capitalized terms used but not defined herein shall have the same meaning as given to them in the Initial Order.

Pursuant to the Initial Order, among other things: (i) Ernst & Young Inc. was appointed as the Monitor in the Applicants' CCAA Proceedings (in such capacity, the "**Monitor**"); and (ii) a stay of proceedings was granted in favour of the Applicants.

On July 2, 2024, the Court granted an Amended and Restated Initial Order under the CCAA, among other things: (i) extending the stay of proceedings to July 26, 2024 for all Applicants other than GreenSeal (ii) approving a debtor-in-possession loan facility in the amount of $5,000,000 (inclusive of the Bridge Loan Facility (as hereinafter defined)); (iii) approving a debtor-possession bridge loan facility in the amount of $3,750,000 (the "**Bridge Loan Facility**"); (iv) relieving the Company from certain securities reporting obligations; and (v) relieving the Company from the obligation to call and hold an annual meeting of the Company's shareholders.

On July 5, 2024, the Court granted a Second Amended and Restated Initial Order under the CCAA, among other things: (i) amending the scope of the DIP Lender's Charge to account for the DIP Lender's interest, fees and expenses; and (ii) amending the scope of Bridge DIP Charge to account for the Bridge DIP Lender's interest, fees and expenses.

On July 9, 2024, the Court granted a Third Amended and Restated Initial Order under the CCAA, among other things: (i) approving the Stoke Receivables Charge against the GS A/R; and (ii) appointing the Information Liaison for GreenSeal. Also on July 9, 2024, the Court adjourned the applications against GreenSeal for the appointment of a receiver brought by Your Neighbourhood Credit Union ("**YNCU**") and Stoke Canada Finance Corp. ("**Stoke**") (collectively, the "**GreenSeal Creditors**").

On July 26, 2024, the Court granted an order, among other things (the "**SISP Approval Order**"), approving the implementation of a sale and investment solicitation process on the terms set forth herein (the "**SISP**") to solicit interest in and opportunities for a sale, or investment in, all or part of the Company's property, assets and undertakings (the "**Property**") and/or its business (the "**Business**") (such transaction, a "**Transaction**").

Opportunity

1. The Company and the Monitor shall implement the SISP procedures set out herein (the "**SISP Procedures**") in accordance with the terms hereof and the SISP Approval Order. Interested parties who wish to have their bids considered shall participate in the SISP in accordance with these SISP Procedures.

2. The SISP is intended to solicit interest in and opportunities for one or more of a restructuring, recapitalization or other form of reorganization of the business and affairs of the Applicants as a going concern, or a sale of all, substantially all or one or more components of the Property and Business operations of the Applicants, whether as a going concern or otherwise, and in one or more transactions (the "**Opportunity**").

3. Except to the extent otherwise set forth in a definitive sale or investment agreement with a successful bidder, any sale of the Property or investment in the Business will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Applicants, the Monitor or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of the Applicants in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.

4. All interested parties are encouraged to submit bids based on either the form of share purchase agreement or asset purchase agreement in the Data Room (as defined below). Interested parties shall be permitted to make any changes, amendments, additions or deletions to such forms of share purchase agreement or asset purchase agreement as they consider appropriate.

5. These SISP Procedures contemplate consultation with Shalcor Management Inc. (the "**DIP Lender**"), 2596690 Ontario Inc. ("**AgriRoots**"), each of the GreenSeal Creditors, and the Information Liaison (collectively, the "**Consultation Parties**") at various stages. Notwithstanding anything else in these SISP Procedures, such consultation, and the provision of confidential information about the status of the SISP and any potential or actual bids or Transactions shall only occur to the extent the Consultation Party confirms in writing that they do not intend to participate as a bidder in the SISP (provided that the DIP Lender, AgriRoots, YNCU or Stoke are not precluded from submitting a credit bid prior to the Successful Bid(s) Selection Deadline if (i) no Qualified Bids are received by the Qualified Bid Deadline which repay all amounts outstanding under their respective facilities, (ii) the SISP is terminated for any reason, (iii) the Applicants and the Monitor consent, or (iv) the approval of the Court is obtained). The Consultation Parties shall keep all confidential information disclosed to them and the content of all consultations strictly confidential and shall not disclose it to anyone other than the Applicants and the Monitor. The Consultation Parties shall act in good faith and reasonably at all times in respect of this SISP. All confidential information shall be destroyed or returned immediately after the termination of the SISP.

Key Dates

6. The key dates for the SISP are as follows, as such dates may be modified or extended in accordance with the terms of this SISP, the DIP Term Sheet, the Bridge DIP Term Sheet, or orders of the Court:

Date	Milestone
July 26, 2024	Court issues the SISP Approval Order
July 29, 2024	Commencement of SISP and distribution of Teaser Letter (as defined below)
September 6, 2024, at 5:00 p.m. (prevailing Eastern Time) ("**LOI Deadline**")	Deadline for submission of non-binding LOI (as defined below)
September 19, 2024, at 5:00 p.m. (prevailing Eastern Time) ("**Bid Deadline**")	Deadline for submission of Qualified Bids (as defined below)
September 20, 2024, at 11:59 p.m. (prevailing Eastern Time) ("**Successful Bid(s) Selection Deadline**")	Deadline for selection of the Successful Bid (as defined below)
September 26, 2024 (prevailing Eastern Time) or such other time as the Court may advise ("**Court Sale Approval Motion Date**")	Hearing of the Sale Approval Motion (as defined below)
October 7, 2024, or such later date as may be agreed to by the Successful Bidder (as defined below) and the Applicants, with the consent of the Monitor (the "**Outside Date**")	Deadline for completion of the transaction(s) represented by the Successful Bid

7. Any extensions or amendments to the deadlines above will be communicated to all Known Potential Bidders, Potential Bidders or Qualified Bidders (as each term is defined herein), as applicable, in writing and such extensions or amendments shall be posted on the website the Monitor maintains in respect of the CCAA Proceeding at www.ey.com/ca/atlasglobal (the "**Monitor's Website**").

Solicitation of Interest

8. As soon as reasonably practicable following the issuance of the SISP Approval Order the Applicants will (to the extent they have not already done so), with the assistance of the Monitor:

(a) prepare an initial list of persons who may have an interest in the Opportunity (the "**Known Potential Bidders**"), including (i) parties that have communicated to the Applicants or the Monitor that they have an interest in the Opportunity, (ii) strategic and financial parties in Canada or other jurisdictions that the Applicants or the Monitor reasonably determine may be interested in the Opportunity, and (iii) any other parties reasonably suggested by the Consultation Parties or any other stakeholder as a potential bidder who may be interested in the Opportunity;

(b) cause a notice of the SISP (and such other relevant information which the Applicants, in consultation with the Monitor, consider appropriate) (the "**Notice**") to be published in the Globe and Mail (National Edition) and any other publication in Canada as the Applicants, with the consent of the Monitor, consider appropriate, if any;

(c) issue a press release setting out the information contained in the Notice and such other relevant information which the Applicants, in consultation with the Monitor, consider appropriate for dissemination in Canada; and

(d) prepare: (i) a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; and (ii) a non-disclosure agreement in form and substance satisfactory to the Applicants, with the approval of the Monitor (the "**NDA**").

9. The GreenSeal Creditors may, on a timely basis, identify any parties to the Monitor which shall be included in the list of Known Potential Bidders.

10. The Applicants will send the Teaser Letter and NDA to all Known Potential Bidders by no later than July 29, 2024, and to any other party who requests a copy of the Teaser Letter and NDA or who is identified by the Applicants or the Monitor as a potential bidder or who is reasonably suggested by the Consultation Parties or any other stakeholder as a potential bidder as soon as reasonably practicable after such request, identification or suggestion, as applicable.

11. The Monitor will post the Notice of the SISP, SISP Procedures and Teaser Letter on the Monitor's Website by no later than July 29, 2024.

Phase 1: Letters of Intent

12. Any party who wishes to participate in the SISP (a "**Potential Bidder**") must deliver to the Monitor at the address specified in Appendix "A" (including by email) prior to the LOI Deadline:

(a) an executed NDA;

(b) written confirmation of the identity of the Potential Bidder, the contact information for such Potential Bidder, and financial disclosure sufficient to allow the Applicants, in consultation with the Monitor, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a Transaction pursuant to a Qualified Bid; and

(c) a letter of intent ("**LOI")** that sets forth the principal terms of the proposed Transaction, including: (i) the nature of the proposed transaction (asset sale, share purchase, investment etc.) (ii) the purchase price or other consideration offered in connection with the Transaction, including material assumed liabilities; (iii) description of any conditions or approval required and any additional due diligence required for the interested party to make a final binding bid; (iv) all conditions to closing that the interested party may wish to impose on the closing of the Transaction; (v) proposed treatment of the Applicants' employees; (vi) any other terms or conditions that the interested party believes are material to the Transaction; and (vii) any other information as may be reasonably requested by the Applicants, in consultation with the Monitor.

13. A Potential Bidder that (i) has satisfied the requirements set out in paragraph 12, and (ii) the Monitor, in consultation with the Applicants and the Consultation Parties, has determined is likely (based on the availability of financing, experience and other considerations) to be able to consummate a Transaction pursuant to a Qualified Bid, may be deemed to be a "**Qualified Bidder**".

14. At any time during the SISP, the Monitor, in consultation with the Applicants and the Consultation Parties, may decide to eliminate a Qualified Bidder from the SISP by providing written notice of such decision to such Qualified Bidder, and in which case, such bidder will be eliminated from the SISP and will no longer be a "Qualified Bidder" for the purposes of the SISP.

15. Potential Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Property and Business in connection with their participation in the SISP and evaluation of a potential Transaction, and must agree that they are not relying on any express or implied representations or warranties from the Applicants or the Monitor in respect of the Property or Business.

Due Diligence

16. The Applicants, in consultation with the Monitor, shall in their reasonable business judgment and subject to competitive and other business considerations, afford each Qualified Bidder such access to due diligence materials and information relating to the Property and Business as they may deem appropriate.

17. Due diligence access may include management presentations, access to any electronic data room ("**Data Room**") and other matters which a Qualified Bidder may reasonably request and as to which the Applicants may agree, in consultation with the Monitor.

18. The Monitor shall coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. All due diligence and information requests must be directed to the Monitor.

19. Neither the Applicants nor the Monitor will be obligated to furnish any information relating to the Property or Business to any person other than to Qualified Bidders.

20. The Applicants and the Monitor reserve the right to limit any Qualified Bidder's access to any confidential information (including any information in any Data Room) and to creditors, customers, landlords, suppliers or other stakeholders of the Applicants, where, in the opinion of the Applicants, in consultation with the Monitor, such access could negatively impact the SISP, the ability to maintain the confidentiality of the Applicants' confidential or competitive information, the Business, or the Property. For the avoidance of doubt, selected due diligence materials may be withheld from certain Qualified Bidders if the Applicants, in consultation with the Monitor, determine such information to represent proprietary or sensitive competitive information.

<u>Phase 2: Receipt of Qualified Bids</u>

21. A Qualified Bidder that wishes to make a formal binding offer to acquire all, substantially all, or a portion of the Property, or to purchase the shares of one or more of the Applicants, or to make an investment in, restructure, reorganize or refinance the Business/the Company, must deliver a binding bid to the Monitor at the address specified in Appendix "A" (including by email), so as to be received not later than the Bid Deadline.

22. Subject to paragraph 26, a bid so submitted will be considered a qualified bid (a "**Qualified Bid**") only if it complies with all the following requirements:

    (a) <u>Identification of Qualified Bidder</u>. The bid identifies the Qualified Bidder and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated Transaction.

    (b) <u>Written Submission of Modified SPA or Modified APA and Commitment to Close</u>. The bid is submitted in the form of an executed mark-up of the template share purchase agreement (the "**Modified SPA**") or executed mark-up of the template asset purchase agreement (each a "**Modified APA**") reflecting such Qualified Bidder's proposed changes to the template purchase agreement (together with a blackline of the Modified SPA or Modified APA against the applicable template purchase agreement), and a written and binding commitment to close on the terms and conditions set forth therein.

    (c) <u>Irrevocable</u>. The bid includes a letter stating that the Qualified Bidder's offer is irrevocable and open for acceptance until the earlier of (a) the selection of the Successful Bidder (as defined below), provided that if such Qualified Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the transaction with the Successful Bidder; and (b) the Outside Date.

    (d) <u>Contingencies</u>. The bid is not conditional on obtaining financing or any board of directors or similar governing body or equity holder approval or on the outcome or review of due diligence.

    (e) <u>Proof of Financial Ability to Perform</u>. The bid contains written evidence upon which the Applicants, in consultation with the Monitor, may reasonably conclude that the Qualified Bidder has the necessary financial ability to close the contemplated Transaction and provide adequate assurance of future performance of all obligations to be assumed in such contemplated Transaction.

    (f) <u>Deposit</u>. The bid is accompanied by a cash deposit, to be held by the Monitor in a non-interest-bearing account in accordance with the terms hereof in an amount equal to at least ten percent (10%) of the purchase price or investment contemplated therein.

    (g) <u>Acknowledgments and Representations</u>. The bid includes acknowledgements and representations of the Qualified Bidder that, in each case except as expressly stated in the definitive transaction agreement(s) signed by the Applicants, (i) it has had an opportunity to conduct any and all due diligence and it has relied solely upon its own independent review, investigation and/or inspection of any documents, the Business and/or the Property in making its bid (ii) it is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, made by any person or party, including the Applicants, the Monitor, and their respective employees, officers, directors, agents, advisors and other representatives, regarding the proposed transactions, this SISP, or any information provided in connection therewith; and (iii) it is making its bid on an "as is, where is" basis and without surviving representations or warranties of any kind by the Applicants, the Monitor or any of their respective employees, officers, directors, agents, advisors and other representatives.

(h) Closing. The bid provides for Closing to occur no later than the Outside Date; and

(i) Deadline. The bid is received by the Bid Deadline.

23. Following the Bid Deadline, the Monitor, in consultation with the Applicants and the Consultation Parties, will assess each bid submitted by a Qualified Bidder pursuant to paragraph 21 to determine whether such bids comply with the requirements set out in paragraph 22 and whether such bids constitute a Qualified Bid.

24. The Monitor may, in consultation with the Applicants and the Consultation Parties, aggregate separate non-overlapping bids from unaffiliated Qualified Bidders to create one "Qualified Bid".

Evaluation of Competing Bids

25. Only Qualified Bidders whose bids have been designated as Qualified Bids are eligible to become the Successful Bidder.

26. The Monitor, in consultation with the Applicants, may waive strict compliance with any one or more of the requirements specified above and deem any such non-compliant bid to be a Qualified Bid.

27. A Qualified Bid will be valued based upon numerous factors as may be considered relevant by the Applicants and the Monitor, in consultation with the Consultation Parties, including, without limitation, items such as the following, as applicable: purchase price or investment amount contemplated by the Qualified Bid; the net value provided by such bid; the claims likely to be created by such bid in relation to other bids; the identity, circumstances and ability of the Qualified Bidder to successfully complete such transaction(s); the proposed transaction documents; the effects of the bid on the stakeholders of the Company; factors affecting the speed, certainty and value of the transaction (including any regulatory or legal approvals or third party contractual arrangements required to close the transactions); the assets included or excluded from the bid, any related restructuring costs; and the likelihood and timing of consummating such transactions, each as determined by the Applicants and the Monitor in consultation with the Consultation Parties.

Selection of Successful Bid(s)

28. Prior to the Successful Bid(s) Selection Deadline, the Monitor, in consultation with the Applicants and the Consultation Parties, will: (a) review and evaluate each Qualified Bid, provided that each Qualified Bid may be negotiated between the Monitor, in consultation with the Applicants and the Consultation Parties, and the applicable Qualified Bidder, and

may be amended, modified or varied to improve such Qualified Bid as a result of such negotiations; and (b) identify the highest or otherwise best bid(s) (the "**Successful Bid(s)**", and the Qualified Bidder(s) making such Successful Bid(s), the "**Successful Bidder(s)**") for any particular Property or the Business in whole or part. The acceptance and subsequent closing of any Successful Bid(s) by the Applicants, in consultation with the Monitor and the Consultation Parties, shall be subject to approval by the Court.

29. No Qualified Bid(s) shall be identified as a Successful Bid(s) in respect of the Property of the Applicants, excluding the Property of GreenSeal, without the express approval of the DIP Lender and AgriRoots, which approval shall not be unreasonably withheld, delayed, or conditioned.

30. No Qualified Bid(s) for any of the Property of GreenSeal shall be identified as a Successful Bid(s) over same without the express written consent of the applicable GreenSeal Creditor having a first security interest over such Property of GreenSeal which approval shall not be unreasonably withheld, delayed, or conditioned.

31. The Applicants shall have no obligation to enter into a Successful Bid, and reserve the right, in consultation with the Monitor and the Consultation Parties, to reject any or all Qualified Bid(s) and/or Credit Bid(s).

32. In the event it is not apparent which of the Qualified Bidders have the Successful Bid(s), the Monitor, in consultation with the Applicants and the Consultation Parties, may direct such Qualified Bidder(s) to participate in an auction (the "**Auction**") to be conducted and administered by the Monitor in accordance with the Auction Procedures Letter (defined below). The identification of any Successful Bid(s) by the Monitor, in consultation with the Applicants, and with the consent of the Consultation Parties, shall be subject to approval by the Court.

33. In the event that it is determined that there is to be an Auction in respect of some or all of the Property or Business, the Auction shall be governed by an auction procedures letter ("**Auction Procedures Letter**") to be prepared by the Monitor and sent to all applicable Qualified Bidders setting out, among other things, (a) the date, time and location of the Auction (including whether in person or by videoconference); (b) the amount of the starting bid; and (c) the initial minimum overbid.

Credit Bidding

34. Any party or parties holding a valid, enforceable, and properly perfected security interest in the Property or Business (the "**Credit Bidder(s)**") may, subject in all respects to such party's compliance with the SISP Procedures, credit bid the amount of debt secured by such lien (the "**Credit Bid(s)**") as part of any transaction contemplated by the SISP Procedures; provided, however, that such transaction shall also provide for the indefeasible and irrevocable repayment in full in cash on the date of closing of any such transaction of any and all obligations: (i) owing to the DIP Lender as may be allocated to such party's security and collateral; (ii) owing pursuant to any charges granted by the Court in the CCAA Proceedings as may be allocated to such party's security and collateral; and (iii) secured by a security interest in the Property or Business that is to be acquired under such transaction that is senior to the security interest held in such Property or Business by

the Credit Bidder(s) unless the holder or agent of any such senior security interest otherwise agrees.

35. Any creditor shall be entitled to make a Credit Bid in the prescribed circumstances and, *prima facie*, to have its Credit Bid accepted, subject only to recourse to the residual discretion of the Court in the event of unforeseen or extraordinary circumstances.

Sale Approval Motion Hearing

36. The hearing of the motion pursuant to the CCAA for the Court to approve any transaction with a Successful Bidder (the "**Sale Approval Motion**"), if any, shall take place on or before the Court Sale Approval Motion Date.

37. As part of the Sale Approval Motion, the Applicants shall seek, among other things, approval from the Court to consummate any Successful Bid.

38. All Qualified Bids, other than the Successful Bid, if any, shall be deemed rejected by the Applicants on and as of the date of approval of the Successful Bid by the Court.

Closing the Successful Bid

39. The Company and the Successful Bidder shall take all reasonable steps to complete the transaction(s) contemplated by the Successful Bid as soon as possible after the Successful Bid is approved by the Court ("**Closing**").

Confidentiality, Stakeholder/Bidder Communication and Access to Information

40. All discussions regarding any bid or Transaction contemplated herein should be directed through the Monitor. Under no circumstances should any Potential Bidder or Qualified Bidder contact or communicate with the management of the Applicants or any creditor, customer, landlord, supplier or other stakeholder of the Applicants without the prior written consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP process. For greater certainty, nothing herein shall preclude a person from contacting potential bidders, with the agreement of the Monitor, to advise that the Applicants have commenced a SISP and that they should contact the Monitor if they are interested in participating in the SISP.

41. If it is determined by the Monitor, with the consent of the Applicants, that it would be worthwhile to facilitate a discussion between a Qualified Bidder and a stakeholder or other third party as a consequence of a condition to closing or potential closing condition identified by such bidder, the Monitor with the consent of the Applicants may provide such bidder with the opportunity to meet with the relevant stakeholder or third party to discuss such condition or potential condition, with a view to enabling such bidder to seek to satisfy the condition or assess whether the condition is not required or can be waived. Any such meetings or other form of communication will take place on terms and conditions considered appropriate by the Monitor, with the consent of the Applicants. The Applicants and Monitor must be provided with the opportunity and shall be entitled to be present at all such communications or meetings.

General

42. Notwithstanding the other provisions of the SISP Procedures, the Applicants may at any time bring a motion, in consultation with the Monitor and the Consultation Parties, to seek approval of a stalking horse agreement in respect of some or all of the Property or Business, which stalking horse agreement may include a Credit Bid by one or more of the Consultation Parties, or to establish further or other procedures.

43. If there is a Successful Bid, the applicable deposit (plus accrued interest) paid by the Successful Bidder whose bid is approved at the Sale Approval Motion will be applied to the purchase price or other consideration to be paid or investment amount to be made by the Successful Bidder, as applicable, upon closing of the approved transaction and will be non-refundable. Any deposit delivered with a Qualified Bid that is not selected as a Successful Bid will be returned to the applicable bidder not later than ten (10) business days after the closing of the Transactions contemplated in the Successful Bid.

44. If a Successful Bidder breaches its obligations under the terms of the SISP, its deposit shall be forfeited to the Applicants as liquidated damages and not as a penalty.

45. This SISP does not, and will not be interpreted to create any contractual or other legal relationship between any member of the Company and any Qualified Bidder or any other party, other than as specifically set forth in a definitive agreement that may be signed with the Applicants.

46. Without limiting the preceding paragraph, the Applicants, the Monitor and the Consultation Parties shall not have any liability whatsoever to any person or entity, including without limitation any Potential Bidder, Qualified Bidder, Successful Bidder or any other creditor or stakeholder, as a result of implementation or otherwise in connection with this SISP, except to the extent that any such liabilities result from the gross negligence or wilful misconduct of the Applicants, the Monitor or the Consultation Parties, as applicable, and as determined by the Court. Further, no person or entity, including without limitation any Potential Bidder, Qualified Bidder, Successful Bidder or any other creditor or stakeholder shall have any claim against the Applicants, the Monitor or the Consultation Parties in respect of the SISP for any reason whatsoever, except to the extent that such claim is the result of gross negligence or wilful misconduct by the Applicants or the Monitor, as applicable, and as determined by the Court.

47. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with their participation in the SISP, including submission of any bid, due diligence activities, completion of a Successful Bid and any negotiations or other actions whether or not they lead to the consummation of a transaction.

48. All bidders shall be deemed to have consented to the jurisdiction of the Court in connection with any disputes relating to the SISP, including the qualification of bids, the construction and enforcement of the SISP, and Closing, as applicable.

49. For the avoidance of doubt, any approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA, or any other statute or as otherwise required at law in order to implement a Successful Bid.

50. The Monitor, in consultation with the Applicants and the Consultation Parties, shall have the right at any time to modify (including extending any one or more of the deadlines set out herein) or end the SISP if, in their reasonable business judgment, such modification or termination will enhance the process or better achieve the objectives of the SISP.

* * * * *

APPENDIX "A"

<u>To The Legal Counsel of the Applicants:</u>

Osler, Hoskin & Harcourt LLP

Attention: Randal Van de Mosselaer / Justin Kanji
Email: rvandemosselaer@osler.com / jkanji@osler.com

<u>To The Monitor:</u>

Ernst & Young Inc.

Attention: Karen Fung / Greg Adams
Email: Karen.K.Fung@parthenon.ey.com / Greg.J.Adams@parthenon.ey.com

With a copy to:

<u>To The Monitor's Counsel</u>

McCarthy Tétrault LLP

Attention: Trevor Courtis
Email: tcourtis@mccarthy.ca

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

SISP APPROVAL ORDER

OSLER, HOSKIN & HARCOURT, LLP
P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

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Email: rvandemosselaer@osler.com

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Email: jkanji@osler.com mailto:

Fax: 416.862.6666

Lawyers for the Applicants

APPENDIX "D"
Affidavit of Karen Fung of Ernst & Young Inc.

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.

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

AFFIDAVIT OF KAREN FUNG
(sworn October 3, 2024)

I, **KAREN FUNG**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a Senior Vice President with Ernst & Young Inc. ("**EY**"). On June 20, 2024 this Court made an initial order pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") which, among other things, appointed EY as the monitor of the Applicants (in such capacity, the "**Monitor**"). I have been involved throughout the CCAA proceedings. As such, I have knowledge of the matters hereinafter deposed to.

2. This affidavit is made in support of a motion for, among other things, the approval of the fees and disbursements of the Monitor and its counsel for the period from June 9, 2024 to September 27, 2024 (the "**Fee Period**"). This affidavit is filed in conjunction with the Third Report of the Monitor dated October 2, 2024.

3. The total amount claimed by the Monitor for the Fee Period (exclusive of HST) is $613,502.14, which includes fees of $595,257.00 and disbursements of $18,245.14.

4. Attached and marked as **Exhibit “A”** to this Affidavit is a schedule summarizing all invoices rendered by the Monitor during the Fee Period, including the fees, disbursements, and total fees charged in each invoice (the “**Accounts**”).

5. Attached hereto as **Exhibit “B”** is a schedule summarizing the billing rates of each of the members of EY that rendered services in these CCAA Proceedings.

6. True copies of the Monitor’s Accounts for the Fee Period are attached hereto at **Exhibit “C”**.

7. The Accounts and summary charts disclose in detail the name of each person who rendered services, the dates on which the services were rendered, the time spent each day, the rate charged and the total charges for fees, disbursements and taxes.

8. The hourly billing rates charged in the Accounts are comparable to the hourly rates charged by EY for services rendered in similar proceedings.

9. To the best of my knowledge and given the nature of this proceeding, I believe that the hours and rates in the attached Accounts are reasonable and comparable to other firms in Toronto for work of this nature.

SWORN BEFORE ME (Virtually) on the 3rd day of October, 2024. Meena A Commissioner for taking Affidavits Name: Meena Alnajar (LSO# 89626N)	K. Fung Karen Fung

This is Exhibit "**A**" referred to in the
Affidavit of **Karen Fung**
sworn before me October 3, 2024

A Commissioner for taking Affidavits (or as may be)
Meena Alnajar LSO #: 89626N

Exhibit A

ERNST & YOUNG INC.
Monitor of Atlas Global Brands Inc. et al.
For the period from June 9, 2024 to October 2, 2024

Person	Practice Area	CA12C500010850	CA12C500010894	CA12C500010956	CA12C500011004	CA12C500011033	CA12C500011067	CA12C500011144	CA12C50011164	Total Hours	Rate ($)	Total ($)	
Partners													
Alex Morrison	Insolvency	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.5	700	1,050.00	
Karen Fung	Insolvency	40.3	35.9	13.2	4.3	3.0	6.8	6.5	8.6	118.6	850	100,810.00	
Mike Bell	Insolvency	40.6	14.5	36.9	20.2	29.7	24.0	53.7	21.8	241.4	850	205,190.00	
Associate Partner													
Greg Adams	Insolvency	114.3	72.2	57.7	13.9	11.7	23.1	59.3	29.9	382.1	700	267,470.00	
Duncan Yang	Real Estate Advisory	1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.6	700	1,120.00	
Martin Daigneault	Insolvency	0.0	0.0	0.0	0.0	6.2	8.0	0.0	0.0	14.2	700	9,940.00	
Jason Marley	Lead Advisory	0.0	0.0	0.0	0.0	4.3	0.0	0.0	0.0	4.3	700	3,010.00	
Senior Manager													
Saheel Mehta	Real Estate Advisory	1.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.4	650	910.00	
Manager/Staff													
Donna Comerford	Insolvency	0.0	0.9	0.0	0.0	0.0	0.0	0.0	0.0	0.9	550	495.00	
Marie Jackson	Insolvency	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	230	690.00	
Sabrina Di Cosola	Real Estate Advisory	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	195	975.00	
Paraprofessional													
Rob Ferguson	Insolvency	0.0	0.0	0.0	0.0	0.9	0.0	0.0	0.0	0.9	295	265.50	
Donna Hatfull	Insolvency	12.6	1.1	0.4	0.8	0.0	0.0	0.1	0.0	15.0	210	3,150.00	
		220.3	124.6	108.2	39.2	55.8	61.9	119.6	60.3	789.9		**595,075.50**	
											adj	**181.50**	
												595,257.00	
Average billing rate $												**753.59**	
Fees		156,166.00	94,287.50	83,059.00	30,723.00	43,600.50	47,950.00	92,701.00	46,770.00	595,257.00			
Disbursements		7,976.71		0.00	0.00	0.00	0.00	0.00	10,268.43	18,245.14			
Fees and disbursements before legal fees		164,142.71	94,287.50	83,059.00	30,723.00	43,600.50	47,950.00	92,701.00	57,038.43	613,502.14			
Legal Fees		28,863.45	10,182.15	12,454.20	0.00	0.00	1,009.80	1,407.60	0.00	53,917.20			60,926.44
Total bill pre HST		193,006.16	104,469.65	95,513.20	30,723.00	43,600.50	48,959.80	94,108.60	57,038.43	667,419.34			
HST		25,090.80	13,581.05	12,416.72	3,993.99	5,668.07	6,364.77	12,234.12	7,415.00	79,349.52			
Total		218,096.96	118,050.70	107,929.92	34,716.99	49,268.57	55,324.57	106,342.72	64,453.43	746,768.86			
For the Period Ended		Friday, June 28, 2024	Friday, July 12, 2024	Friday, July 26, 2024	Friday, August 02, 2024	Friday, August 16, 2024	Friday, August 30, 2024	Friday, September 20, 2024	Wednesday, October 02, 2024				

This is Exhibit "**B**" referred to in the
Affidavit of **Karen Fung**
sworn before me October 3, 2024

Meena

A Commissioner for taking Affidavits (or as may be)
Meena Alnajar LSO #: 89626N

Exhibit B - Billed Hours By Staff

		Hourly Rates	Total Hours
Karen Fung	Senior Vice President/Partner	$850.00	118.6
Mike Bell	Senior Vice President/Partner	$850.00	241.4
Duncan Yang	Senior Vice President/Partner	$700.00	1.6
Alex Morrison	Senior Vice President/Partner	$700.00	1.5
Greg Adams	Senior Vice President/Partner	$700.00	382.1
Martin Daigneault	Senior Vice President/Partner	$700.00	14.2
Jason Marley	Executive Director	$700.00	4.3
Saheel Mehta	Senior Manager	$650.00	1.4
Marie Jackson	Senior	$230.00	3
Donna Comerford	Manager	$550.00	0.9
Rob Ferguson	Paraprofessional	$295.00	0.9
Donna Hatful	Paraprofessional	$210.00	15
Sabrina Di Cosola	Staff/Assistant	$195.00	5
	Total Hours		**789.9**

This is Exhibit "**C**" referred to in the
Affidavit of **Karen Fung**
sworn before me October 3, 2024

Meena

A Commissioner for taking Affidavits (or as may be)
Meena Alnajar LSO #: 89626N

Ernst & Young Inc.
Toronto, ON

Invoice

Atlas Global Brands Inc
566 Riverview Dr, Unit 104
Chatham, ON N7M 0N2
Canada

Invoice No.: CA12C500010850
Please include this number with payment

Invoice Date:	June 28, 2024
Due Date:	Upon receipt
Client No.:	0013337509
Engagement No.:	E-68388064

Please see last page of the invoice for payment instructions.

Fees for professional services rendered to June 28, 2024. Expenses for Monitor's Counsel for legal services to July 2, 2024 and statutory advertisement of the commencement of the CCAA Proceedings in the Globe and Mail.

CAD

		Net	Tax	Rate	Tax Amount	Total
Fee		156,166.00	HST	13 %	20,301.58	176,467.58
		156,166.00			20,301.58	176,467.58
Expenses		36,840.16	HST	13 %	4,789.22	41,629.38
		36,840.16			4,789.22	41,629.38
Invoice summary		193,006.16				
Tax:	13% HST				25,090.80	
Total:		193,006.16			25,090.80	218,096.96

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498

Ernst & Young Inc.
Toronto, ON

Payment Options and Instructions

Interac e-Transfer

Email to use for transfer: [redacted]

Auto-deposit is enabled, no password is required.

In Notes/Comments section, please include invoice number(s).

Cheques

[redacted]

Please include the invoice number(s) on the cheque details.

Wire Transfer

Beneficiary: Ernst & Young LLP
Address: [redacted]

Beneficiary Bank
Bank SWIFT Code:
Code CC:
Beneficiary's Account #:

Electronic Funds Transfer (EFT)

Legal Name: Ernst & Young LLP
Banking Information: [redacted]

To ensure proper application of your electronic payment, please provide client and invoice number details directly to:
[redacted]

Atlas Global Brands Inc

Summary of Professional Fees to June 28, 2024

Name	Position	Hours	Rate	Fees
Karen Fung	Senior Vice President/ Partner	40.3	850	34,255.00
Mike Bell	Senior Vice President/ Partner	40.6	850	34,510.00
Duncan Yang	Senior Vice President/ Partner	1.6	700	1,120.00
Alex Morrison	Senior Vice President/ Partner	1.5	700	1,050.00
Greg Adams	Senior Vice President/ Partner	114.3	700	80,010.00
Saheel Mehta	Senior Manager	1.4	650	910.00
Marie Jackson	Senior	3.0	230	690.00
Donna Hatful	Paraprofessional	12.6	210	2,646.00
Sabrina Di Cosola	Staff/Assistant	5.0	195	975.00
Subtotal		**220.3**		**$ 156,166.00**

Sub total	$	156,166.00
HST @ 13%	$	20,301.58
Total Fee	**$**	**176,467.58**
Fees for Professional services (June 20)	$	8,583.30
Fees for Professional services (July 02)	$	20,280.15
Globe and Mail advertisement	$	7,976.71
Sub total	$	36,840.16
HST @ 13%	$	4,789.22
Total Expenses	**$**	**41,629.38**
Total Fee and Expenses	**$**	**218,096.96**

Ernst & Young Inc.
Toronto, ON

Invoice

Atlas Global Brands Inc
566 Riverview Dr, Unit 104
Chatham, ON N7M 0N2
Canada

Invoice No.: CA12C500010894
Please include this number with payment

Invoice Date:	July 16, 2024
Due Date:	Upon receipt
Client No.:	0013337509
Engagement No.:	E-68388064

Please see last page of the invoice for payment instructions.

Fees for professional services rendered to July 12, 2024.

		Net	Tax	Rate	Tax Amount	**CAD** Total
Fee		94,287.50	HST	13 %	12,257.38	106,544.88
Expenses		10,182.15	HST	13 %	1,323.68	11,505.83
		104,469.65			**13,581.06**	**118,050.71**
Invoice summary		**104,469.65**				
Tax:	13% HST				13,581.06	
Total:		**104,469.65**			**13,581.06**	**118,050.71**

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 **QST:** 1006354498

Ernst & Young Inc.
Toronto, ON

Payment Options and Instructions

Interac e-Transfer
Email to use for transfer: [redacted]

Auto-deposit is enabled, no password is required.

In Notes/Comments section, please include invoice number(s).

Cheques
[redacted]

Please include the invoice number(s) on the cheque details.

Wire Transfer
Beneficiary: Ernst & Young LLP
Address: [redacted]

Beneficiary Bank
Bank SWIFT Code:
Code CC:
Beneficiary's Account #:

Electronic Funds Transfer (EFT)
Legal Name: Ernst & Young LLP
Banking Information: [redacted]

To ensure proper application of your electronic payment, please provide client and invoice number details directly to:
[redacted]

Atlas Global Brands Inc

Summary of Professional Fees to July 12, 2024

Name	Position	Hours	Rate	Fees
Karen Fung	Senior Vice President/ Partner	35.9	850	30,515.00
Mike Bell	Senior Vice President/ Partner	14.5	850	12,325.00
Greg Adams	Senior Vice President/ Partner	72.2	700	50,540.00
Donna Comerford	Manager	0.9	550	495.00
Donna Hatfull	Paraprofessional	1.1	375	412.50
Subtotal		**124.6**		**$ 94,287.50**

Sub total	$	94,287.50
HST @ 13%	$	12,257.38
Total Fee	**$**	**106,544.88**

Ernst & Young Inc.
Toronto, ON

Invoice

Atlas Global Brands Inc
566 Riverview Dr, Unit 104
Chatham, ON N7M 0N2
Canada

Invoice No.: CA12C500010956
Please include this number with payment

Invoice Date:	July 30, 2024
Due Date:	Upon receipt
Client No.:	0013337509
Engagement No.:	E-68388064

Please see last page of the invoice for payment instructions.

Fees for professional services rendered to July 26, 2024

		Net	Tax	Rate	Tax Amount	CAD Total
Total Fee		83,059.00	HST	13 %	10,797.67	93,856.67
		83,059.00			10,797.67	93,856.67
Total Expense		12,454.20	HST	13 %	1,619.05	14,073.25
		12,454.20			1,619.05	14,073.25
Invoice summary		95,513.20				
Tax:	13% HST				12,416.72	
Total:		95,513.20			12,416.72	107,929.92

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498

Ernst & Young Inc.
Toronto, ON

Payment Options and Instructions

Interac e-Transfer
Email to use for transfer: [redacted]

Auto-deposit is enabled, no password is required.

In Notes/Comments section, please include invoice number(s).

Cheques
[redacted]

Please include the invoice number(s) on the cheque details.

Wire Transfer
Beneficiary: Ernst & Young LLP
Address: [redacted]

Beneficiary Bank
Bank SWIFT Code:
Code CC:
Beneficiary's Account #:

Electronic Funds Transfer (EFT)
Legal Name: Ernst & Young LLP
Banking Information: [redacted]

To ensure proper application of your electronic payment, please provide client and invoice number details directly to: [redacted]

Atlas Global Brands Inc

Summary of Professional Fees to July 26, 2024

Name	Position	Hours	Rate	Fees
Karen Fung	Senior Vice President/ Partner	13.2	850	11,220.00
Mike Bell	Senior Vice President/ Partner	36.9	850	31,365.00
Greg Adams	Senior Vice President/ Partner	57.7	700	40,390.00
Donna Hatful	Paraprofessional	0.4	210	84.00
Subtotal		**108.2**		**$ 83,059.00**

Sub total	$	83,059.00
HST @ 13%	$	10,797.67
Total Fee	**$**	**93,856.67**
Fees for Professional services (July 26)	$	12,454.20
HST @ 13%	$	1,619.05
Total Expense	**$**	**14,073.25**
Total Fee and Expense	**$**	**107,929.92**

Ernst & Young Inc.
Toronto, ON

Invoice

Atlas Global Brands Inc
566 Riverview Dr, Unit 104
Chatham, ON N7M 0N2
Canada

Invoice No.: CA12C500011004
Please include this number with payment

Invoice Date:	August 13, 2024
Due Date:	Upon receipt
Client No.:	0013337509
Engagement No.:	E-68388064

Please see last page of the invoice for payment instructions.

Fees for professional services rendered to August 02, 2024.

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		30,723.00	HST	13 %	3,993.99	34,716.99
		30,723.00			3,993.99	34,716.99
Invoice summary		30,723.00				
Tax:	13% HST				3,993.99	
Total:		30,723.00			3,993.99	34,716.99

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498

Ernst & Young Inc.
Toronto, ON

Payment Options and Instructions

Interac e-Transfer
Email to use for transfer [redacted]

Auto-deposit is enabled, no password is required.

In Notes/Comments section, please include invoice number(s).

Cheques
[redacted]

Please include the invoice number(s) on the cheque details.

Wire Transfer
Beneficiary: Ernst & Young LLP
Address: [redacted]

Beneficiary Bank
Bank SWIFT Code:
Code CC:
Beneficiary's Account #:

Electronic Funds Transfer (EFT)
Legal Name: Ernst & Young LLP
Banking Information: [redacted]

To ensure proper application of your electronic payment, please provide client and invoice number details directly to: [redacted]

Atlas Global Brands Inc

Summary of Professional Fees to August 02, 2024

Name	Position	Hours	Rate	Fees
Karen Fung	Senior Vice President/ Partner	4.3	850	3,655.00
Mike Bell	Senior Vice President/ Partner	20.2	850	17,170.00
Greg Adams	Senior Vice President/ Partner	13.9	700	9,730.00
Donna Hatful	Paraprofessional	0.8	210	168.00
Subtotal		**39.2**		**$ 30,723.00**

Sub total	$	30,723.00
HST @ 13%	$	3,993.99
Total Fee	**$**	**34,716.99**

Ernst & Young Inc.
Toronto, ON

Invoice

Atlas Global Brands Inc
566 Riverview Dr, Unit 104
Chatham, ON N7M 0N2
Canada

Invoice No.: CA12C500011033
Please include this number with payment

Invoice Date:	August 23, 2024
Due Date:	Upon receipt
Client No.:	0013337509
Engagement No.:	E-68388064

Please see last page of the invoice for payment instructions.

Fees for professional services rendered to August 16, 2024.

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		43,600.50	HST	13 %	5,668.07	49,268.57
		43,600.50			5,668.07	49,268.57
Invoice summary		43,600.50				
Tax:	13% HST				5,668.07	
Total:		43,600.50			5,668.07	49,268.57

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498

Ernst & Young Inc.
Toronto, ON

Payment Options and Instructions

Interac e-Transfer
Email to use for transfer: [redacted]

Auto-deposit is enabled, no password is required.

In Notes/Comments section, please include invoice number(s).

Cheques
[redacted]

Please include the invoice number(s) on the cheque details.

Wire Transfer
Beneficiary: Ernst & Young LLP
Address: [redacted]

Beneficiary Bank
Bank SWIFT Code:
Code CC:
Beneficiary's Account #:

Electronic Funds Transfer (EFT)
Legal Name: Ernst & Young LLP
Banking Information: [redacted]

To ensure proper application of your electronic payment, please provide client and invoice number details directly to:
[redacted]

Atlas Global Brands Inc

Summary of Professional Fees to August 16, 2024

Name	Position	Hours	Rate	Fees
Karen Fung	Senior Vice President/ Partner	3.0	850	2,550.00
Mike Bell	Senior Vice President/ Partner	29.7	850	25,245.00
Greg Adams	Senior Vice President/ Partner	11.7	700	8,190.00
Martin Daigneault	Senior Vice President/ Partner	6.2	700	4,340.00
Jason Marley	Executive Director	4.3	700	3,010.00
Rob Ferguson	Paraprofessional	0.9	295	265.50
Subtotal		**55.8**		**$ 43,600.50**

Sub total	$	43,600.50
HST @ 13%	$	5,668.07
Total Fee	**$**	**49,268.57**

Ernst & Young Inc.
Toronto, ON

Invoice

Atlas Global Brands Inc
566 Riverview Dr, Unit 104
Chatham, ON N7M 0N2
Canada

Invoice No.: CA12C500011067
Please include this number with payment

Invoice Date:	September 05, 2024
Due Date:	Upon receipt
Client No.:	0013337509
Engagement No.:	E-68388064

Please see last page of the invoice for payment instructions.

Fees for professional services rendered to August 30, 2024.

		Net	Tax	Rate	Tax Amount	CAD Total
Total Fee		47,950.00	HST	13 %	6,233.50	54,183.50
		47,950.00			6,233.50	54,183.50
Total Expense		1,009.80	HST	13 %	131.27	1,141.07
		1,009.80			131.27	1,141.07
Invoice summary		48,959.80				
Tax:	13% HST				6,364.77	
Total:		48,959.80			6,364.77	55,324.57

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498

Ernst & Young Inc.
Toronto, ON

Payment Options and Instructions

Interac e-Transfer

Email to use for transfer: [redacted]

Auto-deposit is enabled, no password is required.

In Notes/Comments section, please include invoice number(s).

Cheques

[redacted]

Please include the invoice number(s) on the cheque details.

Wire Transfer

Beneficiary: Ernst & Young LLP
Address:

Beneficiary Bank
Bank SWIFT Code:
Code CC:
Beneficiary's Account #: [redacted]

Electronic Funds Transfer (EFT)

Legal Name: Ernst & Young LLP
Banking Information: [redacted]

To ensure proper application of your electronic payment, please provide client and invoice number details directly to:
[redacted]

Atlas Global Brands Inc

Summary of Professional Fees to August 30, 2024

Name	Position	Hours	Rate	Fees
Karen Fung	Senior Vice President/ Partner	6.8	850	5,780.00
Mike Bell	Senior Vice President/ Partner	24.0	850	20,400.00
Greg Adams	Senior Vice President/ Partner	23.1	700	16,170.00
Martin Daigneault	Senior Vice President/ Partner	8.0	700	5,600.00
Subtotal		**61.9**		**$ 47,950.00**

Sub total	$	47,950.00
HST @ 13%	$	6,233.50
Total Fee	**$**	**54,183.50**
Fees for Professional services (July 31)	$	1,009.80
HST @ 13%	$	131.27
Total Expense	**$**	**1,141.07**
Total Fee and Expense	**$**	**55,324.57**

Ernst & Young Inc.
Toronto, ON

Invoice

Atlas Global Brands Inc
566 Riverview Dr, Unit 104
Chatham, ON N7M 0N2
Canada

Invoice No.: CA12C500011144
Please include this number with payment

Invoice Date:	September 26, 2024
Due Date:	Upon receipt
Client No.:	0013337509
Engagement No.:	E-68388064

Please see last page of the invoice for payment instructions.

Fees for professional services rendered to September 20, 2024

		Net	Tax	Rate	Tax Amount	CAD Total
Total Fee		92,701.00	HST	13 %	12,051.13	104,752.13
		92,701.00			12,051.13	104,752.13
Total Expense		1,407.60	HST	13 %	182.99	1,590.59
		1,407.60			182.99	1,590.59
Invoice summary		94,108.60				
Tax:	13% HST				12,234.12	
Total:		94,108.60			12,234.12	106,342.72

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498

Ernst & Young Inc.
Toronto, ON

Payment Options and Instructions

Interac e-Transfer
Email to use for transfer: [redacted]

Auto-deposit is enabled, no password is required.

In Notes/Comments section, please include invoice number(s).

Cheques
[redacted]

Please include the invoice number(s) on the cheque details.

Wire Transfer
Beneficiary: Ernst & Young LLP
Address: [redacted]

Beneficiary Bank
Bank SWIFT Code:
Code CC:
Beneficiary's Account #:

Electronic Funds Transfer (EFT)
Legal Name: Ernst & Young LLP
Banking Information: [redacted]

To ensure proper application of your electronic payment, please provide client and invoice number details directly to: gss.CanadaAccountsReceivable@xe02.ey.com.

Atlas Global Brands Inc

Summary of Professional Fees to September 20, 2024

Name	Position	Hours	Rate	Fees
Karen Fung	Senior Vice President/ Partner	6.5	850	5,525.00
Mike Bell	Senior Vice President/ Partner	53.7	850	45,645.00
Greg Adams	Senior Vice President/ Partner	59.3	700	41,510.00
Donna Hatful	Paraprofessional	0.1	210	21.00
Subtotal		**119.6**		**$ 92,701.00**

Sub total	$	92,701.00
HST @ 13%	$	12,051.13
Total Fee	**$**	**104,752.13**
Fees for Professional services (August 31)	$	1,407.60
HST @ 13%	$	182.99
Total Expense	**$**	**1,590.59**
Total Fee and Expense	**$**	**106,342.72**

Ernst & Young Inc.
Toronto, ON

Invoice

Atlas Global Brands Inc
566 Riverview Dr, Unit 104
Chatham, ON N7M 0N2
Canada

Invoice No.: CA12C500011164
Please include this number with payment

Invoice Date:	October 02, 2024
Due Date:	Upon receipt
Client No.:	0013337509
Engagement No.:	E-68388064

Please see last page of the invoice for payment instructions.

Fees for professional services rendered to September 27, 2024

		Net	Tax	Rate	Tax Amount	CAD Total
Fee		46,770.00	HST	13 %	6,080.10	52,850.10
Expenses		10,268.43	HST	13 %	1,334.90	11,603.33
		57,038.43			7,415.00	64,453.43
Invoice summary		57,038.43				
Tax:	13% HST				7,415.00	
Total:		57,038.43			7,415.00	64,453.43

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498

Ernst & Young Inc.
Toronto, ON

Payment Options and Instructions

Interac e-Transfer
Email to use for transfer: [redacted]

Auto-deposit is enabled, no password is required.

In Notes/Comments section, please include invoice number(s).

Cheques
[redacted]

Please include the invoice number(s) on the cheque details.

Wire Transfer
Beneficiary: Ernst & Young LLP
Address: [redacted]

Beneficiary Bank
Bank SWIFT Code:
Code CC:
Beneficiary's Account #:

Electronic Funds Transfer (EFT)
Legal Name: Ernst & Young LLP
Banking Information: [redacted]

To ensure proper application of your electronic payment, please provide client and invoice number details directly to:
[redacted]

Atlas Global Brands Inc

Summary of Professional Fees to September 27, 2024

Name	Position	Hours	Rate	Fees
Karen Fung	Senior Vice President/ Partner	8.6	850	7,310.00
Mike Bell	Senior Vice President/ Partner	21.8	850	18,530.00
Greg Adams	Senior Vice President/ Partner	29.9	700	20,930.00
Subtotal		**60.3**		**$ 46,770.00**

Sub total	$	46,770.00
HST @ 13%	$	6,080.10
Total Fee	**$**	**52,850.10**
Globe and Mail advertisement		10,268.43
HST @ 13%	$	1,334.90
Total Expense	**$**	**11,603.33**
Total Fee and Expense	**$**	**64,453.43**

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLAS GLOBAL BRANDS INC. et. al.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

AFFIDAVIT OF
KAREN FUNG
(SWORN OCTOBER 3, 2024)

McCarthy Tétrault LLP
Toronto Dominion Bank Tower
Suite 5300, Box 48
Toronto, ON M5K 1E6
Fax: 416-868-0673

Trevor Courtis LSO#: 67715A
Tel: 416-601-7643
Email: tcourtis@mccarthy.ca

Lawyer for the Monitor

APPENDIX "E"
Affidavit of Trevor Courtis of McCarthy

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.

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

AFFIDAVIT OF TREVOR COURTIS
(sworn October 3, 2024)

I, **TREVOR COURTIS,** of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a lawyer qualified to practice law in the Province of Ontario and a partner with McCarthy Tétrault LLP ("**McCarthys**"), lawyers for Ernst & Young Inc. in its capacity as the monitor of the Applicants in their proceedings under the *Companies' Creditors Arrangement Act* (the "**Monitor**"). As such, I have knowledge of the matters hereinafter deposed to.

2. This affidavit is made in support of a motion for, among other things, the approval of the fees and disbursements of the Monitor and its counsel for the period from June 11, 2024 to September 30, 2024 (the "**Fee Period**"). This affidavit is filed in conjunction with the Monitor's Third Report, dated October 2, 2024.

3. The total amount claimed by McCarthys for the Fee Period (inclusive of HST) is $88,283.10, which includes fees of $77,423.85 and disbursements of $725.30.

4. Attached and marked as **Exhibit "A"** to this Affidavit is (i) a schedule summarizing all

invoices rendered by McCarthys during the Fee Period, including the fees, disbursements, and total fees charged in each invoice (the "**Accounts**"), and (ii) a chart summarizing the respective years of call, hours billed and billing rates of each lawyer at McCarthys who acted for the Monitor during the Fee Period.

5. True copies of the McCarthys Accounts for the Fee Period are attached hereto at **Exhibit "B"**.

6. The Accounts and summary charts disclose in detail the name of each person who rendered services, the dates on which the services were rendered, the time spent each day, the rate charged and the total charges for fees, disbursements and taxes.

7. The hourly billing rates charged in the Accounts are comparable to the hourly rates charged by McCarthy's for services rendered in similar proceedings.

8. To the best of my knowledge and given the nature of this proceeding, I believe that the hours and rates in the attached Accounts are reasonable and comparable to other firms in Toronto for work of this nature.

SWORN BEFORE ME (Virtually) on the 3rd day of October, 2024.

Meena

A Commissioner for taking Affidavits
Name: Meena Alnajar (LSO# 89626N)

Trevor Courtis

This is Exhibit "**A**" referred to in the
Affidavit of **Trevor Courtis**
sworn before me October 3, 2024

Meena

A Commissioner for taking Affidavits (or as may be)
Meena Alnajar LSO #: 89626N

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.

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

Summary of McCarthy Tetrault LLP Fees and Disbursements as Counsel for Ernst & Young Inc., Monitor of the Applicants

Invoice	**Period**	**Fees**	**Disb**	**HST**	**Sub-Total**
3297219	Ending June 20, 2024	$8,583.30	-	$1,115.83	$9,699.13
3299781	Ending July 2, 2024	$20,280.15	-	$2,636.42	$22,916.57
3300369	Ending July 12, 2024	$10,182.15	-	$1,323.68	$11,505.83
3301443	Ending July 26, 2024	$12,454.20	-	$1,619.05	$14,073.25
3306589	Ending July 31, 2024	$1,009.80	-	$131.27	$1,141.07
3307174	Ending August 31, 2024	$1,407.60	-	$182.99	$1,590.59
3310196	Ending September 19, 2024	$17,329.95	$684.60	$2,316.45	$20,331.00
3310199	Ending September 30, 2024	$6,176.70	$40.70	$808.26	$7,025.66
	TOTAL:	$77,423.85	$725.30	$10,133.95	**$88,283.10**

COUNSEL ENGAGED	Call to the Bar	2024 Rate	Hours Billed
Trevor Courtis	2015	$841.50	67.40 hours
Saneea Tanvir	2019	$778.50	11.50 hours
Meena Alnajar	2024	$535.50	0.90 hours
		Total Hours Billed:	79.80 hours

Law Clerks and Corporate Searchers	2024 Rate	Hours Billed
Shannon Davidson	$454.50	1.70 hours
Robert Antonecchia	$400.50	0.90 hours
	Total Hours Billed:	2.60 hours

This is Exhibit "**B**" referred to in the
Affidavit of **Trevor Courtis**
sworn before me October 3, 2024

Meena

A Commissioner for taking Affidavits (or as may be)
Meena Alnajar LSO #: 89626N

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

June 21, 2024

Attention: Karen Fung

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443
Invoice No: 3297219

Dear Sir/Madam:

We enclose our invoice for services rendered to June 20, 2024, with respect to the above file. If you have any questions or concerns, please contact the billing lawyer set out below.

Yours truly,

McCarthy Tétrault LLP

Contact: Trevor Courtis
Phone: 416-601-7643

Encl.

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Invoice No:	3297219
GST/HST Reg. No:	116532839
Date:	June 21, 2024

Attention: Karen Fung

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443

For Professional Services Rendered for the period ending June 20, 2024

OUR FEES				$	8,583.30
Disbursements	Non-Taxable	$	0.00		
	Taxable		0.00		0.00
HST (ON)	Fees	$	1,115.83		
	Disbursements		0.00		1,115.83
TOTAL DUE ON ABOVE-NOTED MATTER				$	9,699.13

PLEASE NOTE THIS ACCOUNT IS PAYABLE IN CANADIAN DOLLARS.

Direct Deposit or Wire Transfer Instructions –TD Canada Trust, 55 King Street West, Toronto, Ontario M5K 1A2, Canada, Bank: 004, Transit Number: 10202, Acct No.: 5307124 (CDN$) or 7349662 (US$), Swift Code TDOMCATTTOR, Canadian Routing No. //CC0004 10202. Please email TOR-AR@mccarthy.ca with payment details indicating invoice no.(s), our matter number and the lawyer's name.
Cheque by Mail: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$), PO Box 9647, Station A, Toronto, ON M5W 1P8.
Cheque by Courier: TD Wholesale Lockbox, 4 Prince Andrew Place, Dock 4, Toronto, Ontario M3C 2H4, Attention: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$).

Terms: Invoice payable upon receipt. Interest charged on any unpaid balance at a rate of 1.30% per annum calculated 30 days from invoice date. Any charges not posted to your account by the date of this invoice will be billed at a later date.

3297219B

FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
17/06/24	TAC	0.50	Call with K. Fung [redacted].
18/06/24	TAC	1.90	Calls with K. Fung and G. Adams [redacted]; call with M. Paterson to discuss CCAA materials and strategy; reviewing and providing comments on Initial Order and Affidavit; e-mails regarding CCAA filing and notice to stakeholders.
19/06/24	TAC	3.80	Drafting Report of Proposed Monitor; numerous rounds of revisions to Report of Proposed Monitor to reflect comments from EY and company; calls with K. Fung and G. Adams [redacted]; reviewing materials served by company and Stoke; corresponding with M. Paterson and K. Fung throughout day regarding filing strategy.
20/06/24	TAC	4.00	Finalizing and delivering Report of Proposed Monitor; preparing submissions for and attending initial order hearing; various e-mails and calls regarding same; reviewing draft order and press release.

FEE SUMMARY

Timekeeper Name	Hours
Courtis, Trevor	10.20
	10.20

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

mccarthy tetrault

July 3, 2024

Attention: Karen Fung

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443
Invoice No: 3299781

Dear Sir/Madam:

We enclose our invoice for services rendered to July 2, 2024, with respect to the above file. If you have any questions or concerns, please contact the billing lawyer set out below.

Yours truly,

McCarthy Tétrault LLP

Contact: Trevor Courtis
Phone: 416-601-7643

Encl.

mccarthy tetrault

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Invoice No:	3299781
GST/HST Reg. No:	116532839
Date:	July 3, 2024

Attention: Karen Fung

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443

For Professional Services Rendered for the period ending July 2, 2024

OUR FEES			$ 20,280.15
Disbursements	Non-Taxable	$ 0.00	
	Taxable	0.00	0.00
HST (ON)	Fees	$ 2,636.42	
	Disbursements	0.00	2,636.42
TOTAL DUE ON ABOVE-NOTED MATTER			$ 22,916.57

PLEASE NOTE THIS ACCOUNT IS PAYABLE IN CANADIAN DOLLARS.

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Cheque by Mail: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$), PO Box 9647, Station A, Toronto, ON M5W 1P8.
Cheque by Courier: TD Wholesale Lockbox, 4 Prince Andrew Place, Dock 4, Toronto, Ontario M3C 2H4, Attention: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$).

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3299781B

FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
21/06/24	TAC	0.40	Reviewing comments of DJ Miller on proposed order; call and e-mail with M. Paterson regarding same; e-mails related to press release.
24/06/24	TAC	0.90	Letters from Stoke and Atlas regarding receivables; call with CRA regarding initial order language; corresponding with company regarding status of DIP.
25/06/24	TAC	0.10	Call with K. Fung [redacted].
26/06/24	TAC	2.50	Various e-mails and calls with Osler and EY about comeback hearing and competing receivership application; providing comments on affidavit and order.
27/06/24	TAC	5.90	Drafting Monitor's Report; revising to incorporate comments of company and EY; various calls and e-mails throughout day with Osler and counsel to opposing secured creditors; preparing submissions for comeback hearing; attending to adjournments; reviewing press release.
28/06/24	TAC	2.40	Calls and e-mails throughout day with company counsel, counsel to other stakeholders and the Court regarding adjournment of comeback hearing; reviewing correspondence and other court materials sent and filed by parties; corresponding with EY regarding hearing timing, materials and cash flows; corresponding with C. Fell regarding cash flows.
29/06/24	TAC	0.40	Call with M. Paterson to obtain update on approach with YNCU; circulating endorsement to Service List.
30/06/24	TAC	2.00	Call with L. Williams regarding YNCU; calls with G. Adams and K. Fung [redacted]; corresponding with M. Paterson and L. Williams regarding YNCU deal; corresponding with C. Fell regarding cash flows; reviewing and providing comments on draft order and affidavit.
01/07/24	TAC	5.20	Reviewing security of YNCU and Stoke; calls with M. Paterson and K. Fung [redacted]; corresponding with counsel to secured creditors to provide information and respond to questions; calls with M. Paterson and K. Fung throughout day [redacted]; reviewing DIP term sheet from Stoke; drafting Supplement to Monitor's First Report.
02/07/24	TAC	4.30	Drafting Supplement to Monitor's First Report; revising to incorporate comments from EY and company counsel; serving and filing report; various e-mails and calls regarding terms of proposed adjournment; preparing for and attending hearing; call with EY [redacted].

FEE SUMMARY

Timekeeper Name	Hours
Courtis, Trevor	24.10
	24.10

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

July 16, 2024

Attention: Karen Fung

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443
Invoice No: 3300369

Dear Sir/Madam:

We enclose our invoice for services rendered to July 12, 2024, with respect to the above file. If you have any questions or concerns, please contact the billing lawyer set out below.

Yours truly,

McCarthy Tétrault LLP

Contact: Trevor Courtis
Phone: 416-601-7643

Encl.

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Invoice No:	3300369
GST/HST Reg. No:	116532839
Date:	July 16, 2024

Attention: Karen Fung

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443

For Professional Services Rendered for the period ending July 12, 2024

OUR FEES				$	10,182.15
Disbursements	Non-Taxable	$	0.00		
	Taxable		0.00		0.00
HST (ON)	Fees	$	1,323.68		
	Disbursements		0.00		1,323.68
TOTAL DUE ON ABOVE-NOTED MATTER				$	11,505.83

PLEASE NOTE THIS ACCOUNT IS PAYABLE IN CANADIAN DOLLARS.

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Cheque by Mail: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$), PO Box 9647, Station A, Toronto, ON M5W 1P8.
Cheque by Courier: TD Wholesale Lockbox, 4 Prince Andrew Place, Dock 4, Toronto, Ontario M3C 2H4, Attention: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$).

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3300369B

FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
03/07/24	TAC	1.60	Various e-mails and calls with EY and company [redacted]; calls with L. Ellis and M. Wilson regarding amendments to DIP term sheets; meeting with Stoke and companies to discuss cash flows.
04/07/24	TAC	1.30	Drafting second supplement; revising to incorporate comments from M. Paterson; finalizing and delivering; attending hearing to obtain Second ARIO and adjourn GreenSeal receivership.
05/07/24	TAC	0.60	Call with K. Fung and G. Adams [redacted]; call with M. Paterson regarding same.
08/07/24	TAC	3.90	Drafting Third Supplement; revising to incorporate comments from EY and M. Paterson and arranging for delivery; calls with B. Bissell and L. Williams to discuss positions of Stoke and YNCU; providing comments on Applicants' materials; reviewing materials filed by Stoke; various e-mails and calls regarding comeback hearing.
09/07/24	TAC	4.10	Finalizing and delivering the Third Supplement; preparing for and attending motion for Third Amended and Restated Initial Order and receivership applications; serving endorsement on service list.
10/07/24	TAC	0.20	Corresponding with client and M. Paterson regarding Stoke amendments to Initial Order.
11/07/24	TAC	0.30	Correspondence from Stoke and Atlas regarding terms of TARIO; corresponding with K. Fung [redacted]
12/07/24	TAC	0.10	E-mails regarding Third Amended and Restated Initial Order and fees of Steinberg Advisory.

FEE SUMMARY

Timekeeper Name	Hours
Courtis, Trevor	12.10
	12.10

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

July 29, 2024

Attention: Karen Fung

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443
Invoice No: 3301443

Dear Sir/Madam:

We enclose our invoice for services rendered to July 26, 2024, with respect to the above file. If you have any questions or concerns, please contact the billing lawyer set out below.

Yours truly,

McCarthy Tétrault LLP

Contact: Trevor Courtis
Phone: 416-601-7643

Encl.

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Invoice No:	3301443
GST/HST Reg. No:	116532839
Date:	July 29, 2024

Attention: Karen Fung

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443

For Professional Services Rendered for the period ending July 26, 2024

OUR FEES			$ 12,454.20
Disbursements	Non-Taxable	$ 0.00	
	Taxable	0.00	0.00
HST (ON)	Fees	$ 1,619.05	
	Disbursements	0.00	1,619.05
TOTAL DUE ON ABOVE-NOTED MATTER			$ 14,073.25

PLEASE NOTE THIS ACCOUNT IS PAYABLE IN CANADIAN DOLLARS.

Direct Deposit or Wire Transfer Instructions –TD Canada Trust, 55 King Street West, Toronto, Ontario M5K 1A2, Canada, Bank: 004, Transit Number: 10202, Acct No.: 5307124 (CDN$) or 7349662 (US$), Swift Code TDOMCATTTOR, Canadian Routing No. //CC0004 10202. Please email TOR-AR@mccarthy.ca with payment details indicating invoice no.(s), our matter number and the lawyer's name.
Cheque by Mail: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$), PO Box 9647, Station A, Toronto, ON M5W 1P8.
Cheque by Courier: TD Wholesale Lockbox, 4 Prince Andrew Place, Dock 4, Toronto, Ontario M3C 2H4, Attention: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$).

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3301443B

FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
13/07/24	TAC	0.30	Corresponding with C. Fell and EY regarding terms of Third Amended and Restated Initial Order.
16/07/24	TAC	3.50	Preparing for and attending call with Stoke and counsel; call with K. Fung and G. Adams [redacted]; corresponding with Osler regarding same; providing comments on SISP and SISP Approval Order; corresponding with Osler and EY regarding SISP.
17/07/24	TAC	0.90	Meeting with Osler, company and EY to discuss next steps on SISP and Stoke; corresponding with EY regarding same.
18/07/24	TAC	0.80	Call with CRA to discuss transaction pathways; corresponding with K. Fung [redacted]
22/07/24	TAC	1.70	Comments on TARIO; multiple revisions to the SISP; calls with K. Fung, G. Adams and M. Paterson regarding [redacted]; corresponding with Court regarding availability.
23/07/24	TAC	0.70	Calls with M. Paterson and EY to discuss [redacted]; comments on SISP and SISP approval order.
24/07/24	TAC	1.50	Revising TARIO and SISP; calls with S. Kour and M. Paterson to narrow issues; proposing revised language; calls with G. Adams [redacted].
25/07/24	TAC	2.60	Drafting Second Report; various calls through day with M. Paterson, S. Kour and EY; finalizing and delivering Second Report.
26/07/24	TAC	2.80	Preparing for and attending SISP approval hearing; calls with L. Williams regarding TARIO; attending to issuance of TARIO; serving TARIO and endorsement on service list.

FEE SUMMARY

Timekeeper Name	Hours
Courtis, Trevor	14.80
	14.80

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Invoice No:	3306589
GST/HST Reg. No:	116532839
Date:	August 31, 2024

Attention: Karen Fung

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443

For Professional Services Rendered for the period ending July 31, 2024

OUR FEES			$ 1,009.80
Disbursements	Non-Taxable	$ 0.00	
	Taxable	0.00	0.00
HST (ON)	Fees	$ 131.27	
	Disbursements	0.00	131.27
TOTAL DUE ON ABOVE-NOTED MATTER			$ 1,141.07

PLEASE NOTE THIS ACCOUNT IS PAYABLE IN CANADIAN DOLLARS.

Direct Deposit or Wire Transfer Instructions –TD Canada Trust, 55 King Street West, Toronto, Ontario M5K 1A2, Canada, Bank: 004, Transit Number: 10202, Acct No.: 5307124 (CDN$) or 7349662 (US$), Swift Code TDOMCATTTOR, Canadian Routing No. //CC0004 10202. Please email TOR-AR@mccarthy.ca with payment details indicating invoice no.(s), our matter number and the lawyer's name.
Cheque by Mail: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$), PO Box 9647, Station A, Toronto, ON M5W 1P8.
Cheque by Courier: TD Wholesale Lockbox, 4 Prince Andrew Place, Dock 4, Toronto, Ontario M3C 2H4, Attention: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$).

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3306589B

FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
28/07/24	TAC	0.50	E-mail to creditor providing link to Monitor's website; revising SISP, sending to Osler and secured creditors.
29/07/24	TAC	0.50	Revising SISP to reflect endorsement of Penny J.; sending to secured creditors for review; sending to Penny J. for issuance.
31/07/24	TAC	0.20	Attending to service of SISP Approval Order.

FEE SUMMARY

Timekeeper Name	Hours
Courtis, Trevor	1.20
	1.20

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

September 13, 2024

Attention: Karen Fung

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443
Invoice No: 3307174

Dear Sir/Madam:

We enclose our invoice for services rendered to August 31, 2024, with respect to the above file. If you have any questions or concerns, please contact the billing lawyer set out below.

Yours truly,

McCarthy Tétrault LLP

Contact: Trevor Courtis
Phone: 416-601-7643

Encl.

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Invoice No:	3307174
GST/HST Reg. No:	116532839
Date:	September 13, 2024

Attention: Karen Fung

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443

For Professional Services Rendered for the period ending August 31, 2024

OUR FEES				$	1,407.60
Disbursements	Non-Taxable	$	0.00		
	Taxable		0.00		0.00
HST (ON)	Fees	$	182.99		
	Disbursements		0.00		182.99
TOTAL DUE ON ABOVE-NOTED MATTER				$	1,590.59

PLEASE NOTE THIS ACCOUNT IS PAYABLE IN CANADIAN DOLLARS.

Direct Deposit or Wire Transfer Instructions –TD Canada Trust, 55 King Street West, Toronto, Ontario M5K 1A2, Canada, Bank: 004, Transit Number: 10202, Acct No.: 5307124 (CDN$) or 7349662 (US$), Swift Code TDOMCATTTOR, Canadian Routing No. //CC0004 10202. Please email TOR-AR@mccarthy.ca with payment details indicating invoice no.(s), our matter number and the lawyer's name.
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FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
12/08/24	AME	0.90	Review Monitor's Reports and Orders.
16/08/24	TAC	0.50	Considering issue and corresponding with Osler regarding garnishment.
20/08/24	TAC	0.10	Corresponding with G. Adams [redacted].
29/08/24	TAC	0.30	Call with G. Adams [redacted].
30/08/24	TAC	0.20	Corresponding with M. Paterson regarding e-mail to Stoke on participation in SISP.

FEE SUMMARY

Timekeeper Name	Hours
Alnajar, Meena	0.90
Courtis, Trevor	1.10
	2.00

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

October 2, 2024

Attention: Karen Fung

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443
Invoice No: 3310196

Dear Sir/Madam:

We enclose our invoice for services rendered to September 19, 2024, with respect to the above file. If you have any questions or concerns, please contact the billing lawyer set out below.

Yours truly,

McCarthy Tétrault LLP

Contact: Trevor Courtis
Phone: 416-601-7643

Encl.

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Invoice No:	3310196
GST/HST Reg. No:	116532839
Date:	October 2, 2024

Attention: Karen Fung

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443

For Professional Services Rendered for the period ending September 19, 2024

OUR FEES			$ 17,329.95
Disbursements	Non-Taxable	$ 195.65	
	Taxable	488.95	684.60
			$ 18,014.55
HST (ON)	Fees	$ 2,252.89	
	Disbursements	63.56	2,316.45
TOTAL DUE ON ABOVE-NOTED MATTER			$ 20,331.00

PLEASE NOTE THIS ACCOUNT IS PAYABLE IN CANADIAN DOLLARS.

Direct Deposit or Wire Transfer Instructions –TD Canada Trust, 55 King Street West, Toronto, Ontario M5K 1A2, Canada, Bank: 004, Transit Number: 10202, Acct No.: 5307124 (CDN$) or 7349662 (US$), Swift Code TDOMCATTTOR, Canadian Routing No. //CC0004 10202. Please email TOR-AR@mccarthy.ca with payment details indicating invoice no.(s), our matter number and the lawyer's name.
Cheque by Mail: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$), PO Box 9647, Station A, Toronto, ON M5W 1P8.
Cheque by Courier: TD Wholesale Lockbox, 4 Prince Andrew Place, Dock 4, Toronto, Ontario M3C 2H4, Attention: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$).

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FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
03/09/24	TAC	1.00	Call with M. Paterson to discuss potential amendments to initial order; call with Stoke to discuss priority payables and credit bid; call with G. Adams [redacted].
07/09/24	TAC	1.30	Reviewing summary of bids submitted in Phase 1 of SISP; call with company and monitor to review LOIs; corresponding with K. Fung [redacted].
10/09/24	TAC	0.40	Corresponding with R. Van de Mosselaer regarding release of employment-related liabilities in an RVO structure; corresponding with EY [redacted].
13/09/24	TAC	1.90	Meeting with G. Adams and K. Fung [redacted]; conducting security review and corresponding with S. Tanvir regarding same; e-mail to Sensi Brands regarding LOI.
16/09/24	TAC	0.30	Call with K. Fung [redacted]; e-mails from CRA.
17/09/24	SND	0.20	E-mail correspondence with T. Courtis regarding property searches. Conduct property searches. E-mail property searches to T. Courtis.
17/09/24	RA2	0.90	Atlas Global Brands Inc. et al, Conduct preliminary Nuans search; Order corporation profile report; search Personal Property Security Act.
17/09/24	TAC	1.30	Security reviews of AgriRoots, Stoke and YNCU facilities; call with CRA; call with M. Paterson regarding Stoke.
18/09/24	STN	4.70	Review security searches, and draft Security review.
18/09/24	TAC	3.10	Security review of YNCU security; corresponding with S. Tanvir regarding security review of AgriRoots security; corresponding with Osler and company regarding RVO share structure.
18/09/24	SND	0.30	E-mail correspondence with T. Courtis regarding property searches. Conduct property searches. E-mail property searches to T. Courtis.
19/09/24	SND	0.40	E-mail correspondence with S. Tanvir regarding property searches. Conduct property searches. E-mail property searches to S. Tanvir.
19/09/24	TAC	0.10	Corresponding with G. Adams [redacted].
19/09/24	RA2	0.80	2472602 Ontario Inc. et al, Conduct preliminary Nuans search; Order corporation profile report; search Personal Property Security Act.
19/09/24	STN	6.00	Reviewing searches, drafting security opinion on AgriRoots facilities.

FEE SUMMARY

Timekeeper Name	Hours
Antonecchia, Robert	1.70
Courtis, Trevor	9.40
Davidson, Shannon	0.90

FEE SUMMARY

Timekeeper Name	Hours
Tanvir, Saneea	10.70
	22.70

DISBURSEMENT DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Amount	Description
17/09/24	RA2	8.50	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253606 ATLAS GLOBAL BRANDS INC.EDD BC Corporation Profile
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253606 5047346 ONTARIO INC.Entity Profile Report
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 ATLAS GLOBAL BRANDS INC.ON PPR Search - Electronic
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 GREENSEAL CANNABIS COMPANY, LTD.ON PPR Search - Electronic
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 GREENSEAL NURSERY, LTD.ON PPR Search - Electronic
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 AGMEDICA BIOSCIENCE INC.ON PPR Search - Electronic
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 5047346 ONTARIO INC.ON PPR Search - Electronic
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 TAVIVAT NATURALS INC.ON PPR Search - Electronic
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 Wellworth Health Corp.ON PPR Search - Electronic
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 8050678 Canada Inc.ON PPR Search - Electronic
17/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 Unique Beverages (USA) Inc.ON PPR Search - Electronic
17/09/24	RA2	36.30	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253606 ATLAS GLOBAL BRANDS INC.EDD BC Corporation Profile
17/09/24	RA2	16.65	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253606 5047346 ONTARIO INC.Entity Profile Report
17/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 ATLAS GLOBAL BRANDS INC.ON PPR Search - Electronic
17/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 GREENSEAL CANNABIS COMPANY, LTD.ON PPR Search - Electronic
17/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV

DISBURSEMENT DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Amount	Description
			3253609 GREENSEAL NURSERY, LTD.ON PPR Search - Electronic
17/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 AGMEDICA BIOSCIENCE INC.ON PPR Search - Electronic
17/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 5047346 ONTARIO INC.ON PPR Search - Electronic
17/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 TAVIVAT NATURALS INC.ON PPR Search - Electronic
17/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 Wellworth Health Corp.ON PPR Search - Electronic
17/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 8050678 Canada Inc.ON PPR Search - Electronic
17/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 Unique Beverages (USA) Inc.ON PPR Search - Electronic
17/09/24	SND	23.30	Teraview Services - ELRSA Fee (T) "589443 Parcel register, other LRO 53264-0120 "
17/09/24	SND	1.15	Teraview Services - ELRSA Fee (T) "589443 Parcel register, other LRO, add'l pages 53264-0120 "
17/09/24	SND	23.30	Teraview Services - ELRSA Fee (T) "589443 Parcel register, other LRO 53264-0121 "
17/09/24	SND	1.15	Teraview Services - ELRSA Fee (T) "589443 Parcel register, other LRO, add'l pages 53264-0121 "
17/09/24	SND	23.30	Teraview Services - ELRSA Fee (T) "589443 Parcel register, other LRO 53264-0122 "
17/09/24	SND	1.15	Teraview Services - ELRSA Fee (T) "589443 Parcel register, other LRO, add'l pages 53264-0122 "
17/09/24	SND	23.30	Teraview Services - ELRSA Fee (T) "589443 Parcel register, other LRO 00528-0224 "
17/09/24	SND	2.30	Teraview Services - ELRSA Fee (T) "589443 Parcel register, other LRO, add'l pages 00528-0224 "
17/09/24	SND	9.35	Teraview Services - Statutory Fee (NT) "589443 Parcel register, other LRO 53264-0120 "
17/09/24	SND	1.15	Teraview Services - Statutory Fee (NT) "589443 Parcel register, other LRO, add'l pages 53264-0120 "
17/09/24	SND	9.35	Teraview Services - Statutory Fee (NT) "589443 Parcel register, other LRO 53264-0121 "
17/09/24	SND	1.15	Teraview Services - Statutory Fee (NT) "589443 Parcel register, other LRO, add'l pages 53264-0121 "
17/09/24	SND	9.35	Teraview Services - Statutory Fee (NT) "589443 Parcel register, other LRO 53264-0122 "
17/09/24	SND	1.15	Teraview Services - Statutory Fee (NT) "589443 Parcel register, other LRO, add'l pages 53264-0122 "
17/09/24	SND	9.35	Teraview Services - Statutory Fee (NT) "589443 Parcel register, other LRO 00528-0224 "

DISBURSEMENT DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Amount	Description
17/09/24	SND	2.30	Teraview Services - Statutory Fee (NT) "589443 Parcel register, other LRO, add'l pages 00528-0224 "
18/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument PC188369
18/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument PC188370
18/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument PC206378
18/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument PC221240
18/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument PC188369
18/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument PC188370
18/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument PC206378
18/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument PC221240
19/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253606 2642466 ONTARIO INC.Entity Profile Report
19/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253606 2472602 ONTARIO INC.Entity Profile Report
19/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 2472602 Ontario Inc.ON PPR Search - Electronic
19/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 2642466 Ontario Inc.ON PPR Search - Electronic
19/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 8895309 Canada Inc.ON PPR Search - Electronic
19/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 8326851 Canada Inc.ON PPR Search - Electronic
19/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 Worldwide Beverage Innovations Inc.ON PPR Search - Electronic
19/09/24	RA2	8.00	Government Fees - OnCorp (NT) OnCorp Acct 12385 INV 3253609 Innovations Breuvage Worldwide Inc.ON PPR Search - Electronic
19/09/24	RA2	16.65	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253606 2642466 ONTARIO INC.Entity Profile Report
19/09/24	RA2	16.65	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253606 2472602 ONTARIO INC.Entity Profile Report
19/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 2472602 Ontario Inc.ON PPR Search - Electronic
19/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 2642466 Ontario Inc.ON PPR Search - Electronic
19/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 8895309 Canada Inc.ON PPR Search - Electronic
19/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 8326851 Canada Inc.ON PPR Search - Electronic
19/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV

DISBURSEMENT DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Amount	Description
			3253609 Worldwide Beverage Innovations Inc.ON PPR Search - Electronic
19/09/24	RA2	18.25	Corp Searches - Agent - OnCorp OnCorp Acct 12385 INV 3253609 Innovations Breuvage Worldwide Inc.ON PPR Search - Electronic
19/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument CK192825
19/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument CK192826
19/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument CK192827
19/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument CK236693
19/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument CK236694
19/09/24	SND	3.00	Teraview Services - ELRSA Fee (T) 589443 Image - Download Instrument CK192826
19/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument CK192825
19/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument CK192826
19/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument CK192827
19/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument CK236693
19/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument CK236694
19/09/24	SND	0.00	Teraview Services - Statutory Fee (NT) 589443 Image - Download Instrument CK192826

DISBURSEMENT SUMMARY

Taxable Y/N	Description		Total Cost
Y	Teraview Services - ELRSA Fee (T)	$	128.95
N	Government Fees - OnCorp (NT)		152.50
Y	Corp Searches - Agent - OnCorp		360.00
N	Teraview Services - Statutory Fee (NT)		43.15
	Total Disbursements	$	684.60

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

October 2, 2024

Attention: Karen Fung

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443
Invoice No: 3310199

Dear Sir/Madam:

We enclose our invoice for services rendered to September 30, 2024, with respect to the above file. If you have any questions or concerns, please contact the billing lawyer set out below.

Yours truly,

McCarthy Tétrault LLP

Contact: Trevor Courtis
Phone: 416-601-7643

Encl.

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto, ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

Ernst & Young Inc.
100 Adelaide Street West
P.O. Box 1
Toronto, ON M5H 0B3

Invoice No:	3310199
GST/HST Reg. No:	116532839
Date:	October 2, 2024

Attention: Karen Fung

Ernst & Young Inc.
Reference: Atlas Global Brands Inc.
027042-589443

For Professional Services Rendered for the period ending September 30, 2024

OUR FEES				$	6,176.70
Disbursements	Non-Taxable	$	0.00		
	Taxable		40.70		40.70
				$	6,217.40
HST (ON)	Fees	$	802.97		
	Disbursements		5.29		808.26
TOTAL DUE ON ABOVE-NOTED MATTER				$	7,025.66

PLEASE NOTE THIS ACCOUNT IS PAYABLE IN CANADIAN DOLLARS.

Direct Deposit or Wire Transfer Instructions –TD Canada Trust, 55 King Street West, Toronto, Ontario M5K 1A2, Canada, Bank: 004, Transit Number: 10202, Acct No.: 5307124 (CDN$) or 7349662 (US$), Swift Code TDOMCATTTOR, Canadian Routing No. //CC0004 10202. Please email TOR-AR@mccarthy.ca with payment details indicating invoice no.(s), our matter number and the lawyer's name.
Cheque by Mail: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$), PO Box 9647, Station A, Toronto, ON M5W 1P8.
Cheque by Courier: TD Wholesale Lockbox, 4 Prince Andrew Place, Dock 4, Toronto, Ontario M3C 2H4, Attention: McCarthy Tétrault LLP, C/O T9647 (CDN$) or T9647U (US$).

Terms: Invoice payable upon receipt. Interest charged on any unpaid balance at a rate of 1.30% per annum calculated 30 days from invoice date. Any charges not posted to your account by the date of this invoice will be billed at a later date.

FEE DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Hours	Description
20/09/24	TAC	0.50	Call with Stoke regarding outcome of SISP and next steps; security review of Stoke security.
20/09/24	STN	0.70	Reviewing searches, drafting security opinion on AgriRoots facilities.
23/09/24	TAC	0.20	Call with C. Fell to discuss CRA negotiations.
25/09/24	TAC	1.60	Call with company and monitor to discuss bids related to GreenSeal and approach with secured creditors; call with G. Adams and M. Bell [redacted]; call with L. Williams to discuss Stoke and CRA; e-mail to L. Williams regarding same; corresponding with EY [redacted]; e-mails with Osler regarding request by Stoke and YNCU to appoint CRO.
26/09/24	TAC	1.30	E-mails with company and monitor regarding stay extension and positions of YNCU and Stoke; call with counsel to Stoke regarding stay extension; e-mails related to same.
27/09/24	TAC	1.90	Calls with C. Fell and M. Paterson regarding stay extension hearing and other matters; call with CRA to discuss AgMedica transaction; debrief call with Osler; debrief call with K. Fung and G. Adams; reviewing and providing comments on draft RVO.
28/09/24	TAC	0.70	Comments on RVO and draft affidavit; corresponding with M. Paterson regarding same.
30/09/24	TAC	0.40	Call with company and Osler to discuss GreenSeal; call with G. Adams [redacted].
30/09/24	STN	0.10	Review documents provided by Siskinds.

FEE SUMMARY

Timekeeper Name	Hours
Courtis, Trevor	6.60
Tanvir, Saneea	0.80
	7.40

DISBURSEMENT DETAIL

Date (dd/mm/yy)	Timekeeper Initials	Amount	Description
23/09/24	RA2	40.70	Correspondent's Fees - (T) VENDOR: CSC - Corporation Service Company - US INVOICE#: 86117087779 DATE: 9/23/2024 UNIQUE BEVERAGES (USA) INC. Online Search

DISBURSEMENT SUMMARY

Taxable Y/N	Description		Total Cost
Y	Correspondent's Fees - (T)	$	40.70
	Total Disbursements	$	40.70

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ATLAS GLOBAL BRANDS INC. et. al.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

AFFIDAVIT OF TREVOR COURTIS
(SWORN OCTOBER 3, 2024)

McCarthy Tétrault LLP
Toronto Dominion Bank Tower
Suite 5300, Box 48
Toronto, ON M5K 1E6
Fax: (416) 868-0673

Trevor Courtis LSO#: 67715A
Tel: 416-601-7643
email: tcourtis@mccarthy.ca

Lawyer for the Monitor