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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

AFFIDAVIT OF JASON CERVI
(Affirmed October 3, 2024)

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

INTRODUCTION AND OVERVIEW

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

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

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

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

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

5. This affidavit is made to update the Affidavit of Jason Cervi affirmed on September 29, 2024 ("**Ninth Cervi Affidavit**") in support of a motion for an approval and reverse vesting order ("**ARVO**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**") and should be read together with the Ninth Cervi Affidavit.

THE SHALCOR SUBSCRIPTION AGREEMENT

6. An execution copy of the Subscription Agreement embodying the key terms of the Shalcor LOI, with purchase price redacted, is attached hereto as **"Exhibit "A"**. In addition to the terms described in the Ninth Cervi Affidavit, the Subscription Agreement contemplates the following new key terms:

(a) Atlas is now an Excluded Entity. As a result, the application to the OSC for a partial revocation of the Atlas Cease Trade Order (discussed below) will be withdrawn. In addition, in accordance with the Implementation Steps and effective as of the Closing Time, AgMedica and GreenSeal Nursery shall issue to the LP Purchaser, and the LP Purchaser shall subscribe for and purchase from AgMedica and

GreenSeal Nursery, free and clear of all Encumbrances (other than any Permitted Encumbrances), 100 newly issued common shares of AgMedica and 100 newly issued common shares of GreenSeal Nursery.

(b) Assumed Liabilities includes:

(i) All Liabilities related to the Permitted Encumbrances.

(ii) Any Tax Liabilities of the Purchased Entities for (i) any tax period or the portion thereof beginning on or after the Closing Date (including sales, excise and land transfer taxes arising from the consummation of the Transaction); (ii) accrued in respect of the period after the Filing Date; and (iii) all property Taxes pertaining to the Facility owed or owing or accrued due by FacilityCo to the applicable municipality in respect of the period prior to the Closing Date.

(iii) Liabilities owing to certain vendors that have provided goods and/or services to the Purchased Entities in the ordinary course of business from and after the Filing Date but have not been paid for such goods and services as at the Closing Time, subject to a cap.

(iv) All wages, salaries, commissions or compensation in respect of the Terminated Employees (which term is defined to include employees of Atlas), up to the statutory limits set out in Section 81.3 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.

(c) Wellworth Health Corp. is now an Excluded Entity. As was described in the First Cervi Affidavit at paragraph 38, Wellworth was incorporated pursuant to the

CBCA. It has no operations, employees, or liabilities. It was acquired to facilitate access to the Canadian medical cannabis market prior to legalization of recreational use. Wellworth is not wholly owned by AgMedica: 11213091 Canada Inc. owns 20% of Wellworth in the form of 20 Class "B" Non-Voting Voting Shares.

(d) Tavivat Naturals Inc. and 8050678 Canada Inc. are also now Excluded Entities.

7. In addition, the draft Approval and Reverse Vesting Order has been updated to facilitate the implementation of the Subscription Agreement and to address comments received from the CRA. To address technical requirements in the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) to ensure that the proposed channelling of claims against directors and officers to the D&O insurance, if applicable, the draft order is proposed to contain a paragraph that permits the CRA to obtain certificates contemplated by section 227.1(2)(a) of the *Income Tax Act*, section 83(2) of the *Employment Insurance Act*, section 21.1(2) of the *Canada Pension Plan*, and section 295 (2)(a) of the *Excise Act, 2001* and execute the certificates against AgMedica for the amounts that the CRA is owed by AgMedica for unremitted source deductions and excise taxes, provided that, at all times, the CRA shall have no recourse against AgMedica with respect to any unremitted source deductions or excise taxes in relation to any tax period or the portion thereof prior to the commencement of these CCAA Proceedings.

8. A copy of the proposed revised draft order is attached hereto as **Exhibit "B"**.

UPDATING THE FACTS IN THE NINTH CERVI AFFIDAVIT

9. At paragraphs 22 and 23 of the Ninth Cervi Affidavit, I described the principal amount and interest arrears that AgMedica owes AgriRoots. I note that the most up-to-date interest arrears figure is the one based on the Atlas Payment Schedule dated September 1, 2024, that is,

$785,928.89. The Atlas Payment Schedule reflecting this interest arrears figure was attached to the Ninth Cervi Affidavit as Exhibit “C”.

10. As was stated in the First Cervi Affidavit at paragraphs 37(a), 78 and 101, the Seventh Cervi Affidavit at paragraph 69, and the Amended and Restated Initial Order at paragraph 44, 5047 Ontario (and not 5047 Ontario’s parent, AgMedica) owns the Chatham Facility.

11. At paragraph 34 of the Ninth Cervi Affidavit, I stated that as security for the AgriRoots Mortgage, AgriRoots has a charge over all the present and after acquired property of AgMedica, including the Chatham Facility, for up to $16.5 million that was in place before the source deductions arrears accumulated. The correct figure for the charge that was in place before the source deductions arrears accumulated is $16 million.

12. At paragraph 74 of the Ninth Cervi Affidavit, I stated that the Purchasers will acquire the Snoop Licence by acquisition of Atlas pursuant to the Purchase Agreement, subject to the consent of the Licensor. Since Atlas is now an Excluded Entity, the Purchasers will not acquire the Snoop Licence.

13. As foreshadowed at paragraph 80 of the Ninth Cervi Affidavit, the day after I affirmed that affidavit, on September 30, 2024, Atlas filed an application with the OSC requesting an order for partial revocation of the Atlas Cease Trade Order (the “**Partial Revocation Order**”) solely for the purpose of completing the AgMedica transactions. As is set out above, as Atlas is no longer being acquired as part of the AgMedica Subscription Agreement.

14. As of August 6, 2024, 5047 Ontario owed property taxes in respect of the Chatham Facility in the amount of $414,462.98 (“**AgMedica Property Tax Arrears**”). A copy of the AgMedica Property Tax Arrears statement is attached hereto as **“Exhibit “C”**.

15. There are currently no known obligations under the Director's Charge.

16. AgMedica is current on its source deduction remittances since the June 20, 2024, filing.

17. The Closing Payment contemplated by the AgMedica Subscription Agreement is intended to cover amounts owing under the Administration Charge.

CONCLUSION

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

AFFIRMED BEFORE ME over videoconference in accordance with the Administering Oath or Declaration Remotely Regulation, O.Reg. 431/20, on October 3, 2024, while I was located in the City of Toronto, in the Province of Ontario and the affiant was located in the City of Burlington, in the Province of Ontario.	
Commissioner for Taking Affidavits SUSAN KIMANI (LSO#88803G)	Jason Cervi

This is Exhibit "A" referred to in the Affidavit of JASON CERVI affirmed by JASON CERVI of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto in the Province of Ontario, on October 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits

SUSAN KIMANI (LSO#88803G)

SUBSCRIPTION AGREEMENT

This Agreement is made as of the ___ day of October, 2024 (the "**Effective Date**")

BETWEEN:

ATLAS GLOBAL BRANDS INC., a corporation incorporated pursuant to the laws of the Province of British Columbia (the "**Company**")

– and –

AGMEDICA BIOSCIENCE INC., a corporation incorporated pursuant to the federal laws of Canada ("**AgMedica**")

– and –

GREENSEAL NURSERY, LTD., a corporation incorporated pursuant to the federal laws of Canada ("**GreenSeal Nursery**")

– and –

CALLISTO CAPITAL CORP., a corporation incorporated pursuant to the laws of the [Commonwealth of The Bahamas], or its nominee ("**LP Purchaser**")

– and –

●, a corporation incorporated pursuant to the laws of the Province of ●, or its nominee (the "**Facility Purchaser**" and together with LP Purchaser, collectively, the "**Purchasers**")

WHEREAS:

A. Pursuant to the Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued June 20, 2024 (as amended and restated on July 2, 2024, July 5, 2024, July 9, 2024, and as may be further amended or amended and restated from time to time, the "**Initial Order**"), the Company, GreenSeal Cannabis Company, Ltd. ("**GreenSeal**"), AgMedica, 5047346 Ontario Inc., 8050678 Canada Inc., Wellworth Health Corp., and Tavivat Naturals Inc. (collectively, together with the Company, the "**Atlas Group**"), among others, were granted, among other things, creditor protection under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") and Ernst & Young Inc. was appointed as Monitor of the Atlas Group (in such capacity, the "**Monitor**").

B. In connection with the proceedings initiated by the Initial Order (the "**CCAA Proceedings**"), the Atlas Group, in consultation with the Monitor, conducted a sale and investment solicitation process ("**SISP**") to solicit offers for all or a portion of the business and/or assets of the Atlas Group.

C. In accordance with the terms of the SISP, the Purchasers submitted a joint offer for the purchase, directly or indirectly (at its election) of all of the equity and assets of the Atlas Group pursuant to a binding letter of intent dated September 18, 2024 (the "**LOI**"). The LOI was selected as the Successful Bid in the SISP on September 20, 2024.

D. The Company and the Purchasers wish to enter into this Agreement to formalize the terms and conditions contained in the LOI, and to set out the terms and conditions pursuant to which: (i) the Facility Purchaser will acquire the Purchased FacilityCo Shares (as defined herein) and the Facility (as defined herein); and (ii) the LP Purchaser will acquire the Purchased Entity Shares (as defined herein) and the Retained Assets (as defined herein) (other than the FacilityCo Shares and the Facility).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties hereby acknowledge and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the following terms shall have the following meanings:

"**Administrative Wind-down Amount**" means cash in the amount of [redacted] to be used to satisfy the costs incurred by the Monitor and its professional advisors to administer ResidualCo and the Excluded Assets and Excluded Liabilities, and to wind-down and/or dissolve and/or bankrupt ResidualCo**.**

"**Affiliate**" has the meaning given to the term "affiliate" in the *Business Corporations Act* (British Columbia).

"**AgMedica**" means AgMedica BioScience Inc.

"**Agreement**" means this subscription agreement, as may be further amended and restated from time to time in accordance with the terms hereof, with the consent of the Monitor, and "**Article**" and "**Section**" mean and refer to the specified article, section and subsection of this Agreement.

"**AgriRoots**" means 2596690 Ontario Inc.

"**AgriRoots Mortgage**" means the charge and/or mortgage on the Facility in favour of AgriRoots, registered on title to the Facility as Instrument No. CK192825.

"**AgriRoots Mortgage Agreement**" means, collectively: (i) the Mortgage Commitment between AgriRoots and AgMedica dated September 28, 2020; (ii) the Mortgage Amendment Loan Commitment dated November 21, 2022; (iii) the promissory note granted by AgMedica in favour of AgriRoots, dated November 29, 2022; and (iv) the Mortgage Amendment Loan Commitment Letter dated July 17, 2024; in each case, as amended or otherwise modified from time to time.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, any: (a) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order; (b) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (c) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"**Approval and Vesting Order**" means an order by the Court, in form and substance satisfactory to the Purchasers, acting reasonably, substantially in the form of Schedule "G".

"**AgMedica Articles of Reorganization**" means articles of reorganization, or an equivalent amendment to constating documents, in respect of the authorized and issued capital of AgMedica to (i) create a new class of shares of AgMedica, being the Class "A" Common Shares; and (ii) provide for the redemption or cancellation of all of the Existing Shares of AgMedica, for no consideration at Closing; such articles of reorganization to be in a form and substance satisfactory to the LP Purchaser and the Monitor, acting reasonably.

"**Assumed Contracts**" means the Contracts listed in Schedule "F", as the same may be modified by the Purchasers no later than two (2) days before the Closing Date in accordance with the terms hereof (and including as such Assumed Contracts may be amended, restated, supplemented or otherwise modified from time to time).

"**Assumed Liabilities**" means: (a) Liabilities specifically and expressly designated by the Purchasers as assumed Liabilities in Schedule "E", as the same may be modified by the Purchasers no later than two (2) Business Days before the Closing Date, provided that consent of the Company and the Monitor is required for the removal of any Assumed Liabilities in accordance with the terms hereof; (b) all obligations existing under or in connection with the DIP Lender's Charge; (c) all obligations existing under or in connection with the AgriRoots Mortgage; (d) all Liabilities which relate to the Permits and Licenses and the Business under any Assumed Contracts, solely in respect of the period from and after the Closing Time and not relating to any default existing prior to or as a consequence of Closing.

"**Atlas Group**" has the meaning set out in the recitals hereto.

"**Authorization**" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.

"**Books and Records**" means: (i) all of the Purchased Entities' files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records; and (ii) all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records used or intended for use by, or in the possession of the Purchased Entities, including information, documents and records relating to the Assumed Contracts, the Employees, customer lists, customer information and account records, sales records, computer files, data processing records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, data and information stored electronically, digitally or on computer-related media.

"**Business**" means the business historically conducted by the Purchased Entities, being a licensed producer and distributor of cannabis, engaged in the cultivation, processing and sale of cannabis and cannabis products.

"**Business Day**" means a day on which banks are open for business in Toronto, Ontario, but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario.

"**CCAA**" has the meaning set out in the recitals hereto.

"**CCAA Charges**" means the charges granted by the Court in the CCAA Proceedings.

"**CCAA Charge Amount**" means cash in an amount sufficient to satisfy the amounts owing in respect of the obligation secured by the CCAA Charges which rank in priority to the DIP Lender's

Charge, and the AgriRoots Mortgage at the Closing Time, including for certainty the Administration Charge.

"**CCAA Proceedings**" has the meaning set out in the recitals hereto.

"**Claims**" means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in action or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.

"**Closing**" means the closing and consummation of the Transaction.

"**Closing Date**" means the date that is not less than five (5) Business Days after the date upon which the conditions set forth in Article 8 have been satisfied or waived, other than any conditions set forth in Article 8 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Parties in writing).

"**Closing Payment**" has the meaning set out in Section 3.2.

"**Closing Time**" means 12:01 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing.

"**Company**" means Atlas Global Brands Inc.

"**Continuing Employees**" has the meaning set out in Section 6.7(a).

"**Contracts**" means all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written) to which any Purchased Entity is a party or by which any Purchased Entity is bound or in which such Purchased Entity has, or will at Closing have, any rights or by which any of its property or assets are or may be affected, including any Contracts in respect of Employees.

"**Company**" means Atlas Global Brands Inc.

"**Court**" has the meaning set out in the recitals hereto.

"**DIP Lender's Charge**" has the meaning set out in the Initial Order.

"**DIP Term Sheet**" means the amended and restated debtor-in-possession term sheet dated July 3, 2024, whereby Shalcor Management Inc., as lender, established a credit facility in favour of the Atlas Group in the maximum aggregate principal amount of $5,000,000.

"**Discharge**" means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, the full, final, irrevocable, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.

"**Effective Date**" has the meaning set out in the preamble hereto.

"**Employee**" means any individual who is employed by a Purchased Entity as of the Closing Date, whether on a full-time or a part-time basis and includes an employee on short term or long term disability leave, but for certainty excludes any employee whose employment will be terminated pursuant to Section 8.2(e).

"**Encumbrance**" means any security interest, lien, Claim, charge, right of retention, deemed trust, judgement, writ of seizure, write of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party (including any contractual rights such as purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

"***Excise Act***" means the *Excise Act, 2001*, S.C. 2002, c.22.

"***Excise Tax Act***" means the *Excise Tax Act*, R.S.C, 1985, c. E-15.

"**Excluded Assets**" means: (a) the Excluded Entity Shares, together with all of the business, property and assets of the Excluded Entities; and (ii) the properties, rights, assets and undertakings of the Purchased Entities listed as "Excluded Assets" on Schedule "A", as the same may be modified by the Purchasers no later than two (2) days before the Closing Date in accordance with the terms hereof

"**Excluded Contracts**" means those contracts and other agreements of the Purchased Entities that are not Assumed Contracts and for greater certainty, includes those contracts and agreements which are listed on Schedule "B", as the same may be modified by the Purchasers no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.

"**Excluded Entities**" means the Company, Atlas Biotechnologies Inc., Atlas Growers Ltd., Cambrosia Ltd., Wellworth Health Corp., 8050678 Canada Inc., Tavivat Naturals Inc., Tlalim Pap Ltd., Pharmacy Baron Ltd. and R.J. Regavim Ventures Ltd.

"**Excluded Entity Shares**" means all of the issued and outstanding shares of the Excluded Entities.

"**Excluded Liabilities**" has the meaning set out in Section 4.2.

"**Existing Shares**" means: (i) all of the common shares of AgMedica that are issued and outstanding immediately prior to the Closing Time; (ii) all of the common shares of GreenSeal Nursery that are issued and outstanding immediately prior to the Closing Time and (iii) any other equity interests of any nature or kind of AgMedica and GreenSeal Nursery, whether voting or non-voting, whether preferred, common or otherwise, whether convertible or otherwise, including any Contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with any such equity interests. For greater certainty, Existing Shares do not include the Purchased Shares;

"**Facility**" means the building and fixtures located at 510 and 566 Riverview Drive, Chatham-Kent, Ontario, and the real property thereunder.

"**Facility Purchaser**" means [●]

"**FacilityCo**" means 5047346 Ontario Inc.

"**FacilityCo Shares**" means all of the issues and outstanding shares of 5047346.

"**Filing Date**" means June 20, 2024.

"**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial, municipal or supra-national; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"**GreenSeal**" has the meaning set out in the recitals hereto.

"**GreenSeal Nursery**" means GreenSeal Nursery, Ltd.

"**GreenSeal Nursery Articles of Reorganization**" means articles of reorganization, or an equivalent amendment to constating documents, in respect of the authorized and issued capital of GreenSeal Nursery to (i) create a new class of shares of GreenSeal Nursery, being the [Class "A" Common Shares]; and (ii) provide for the redemption or cancellation of all of the Existing Shares of GreenSeal Nursery, for no consideration at Closing; such articles of reorganization to be in a form and substance satisfactory to the LP Purchaser and the Monitor, acting reasonably.

"**GreenSeal Nursery Shares**" means all of the issues and outstanding shares of GreenSeal Nursery.

"**GST/HST**" means all goods and services tax and harmonized sales tax imposed under the Sales Tax Legislation.

"**Implementation Steps**" means the transactions, acts and events described in Exhibit "A", as the same may be modified in accordance with Section 7.2 and the Approval and Vesting Order, which are to occur in the sequence described therein.

"***Income Tax Act***" means the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.).

"**Initial Order**" has the meaning set out in the recitals hereto.

"**Intellectual Property**" means all intellectual property of any nature and kind including all domestic and foreign trade marks, business names, trade names, domain names, trading styles, patents, trade secrets, software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques and know how.

"**Interim Period**" means the period from the Effective Date to the Closing Time.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"**LP Purchaser**" means Callisto Capital Corp.

"**Material Adverse Change**" means any one or more changes, effects, facts, developments, events or occurrences that, individually or in the aggregate is, or would reasonably be expected to be, material and adverse to the Business, properties, assets, liabilities (contingent or otherwise), condition (financial or otherwise), operations or results of operations of the Purchased Entities, but excluding any such changes, effects, facts, developments, events or occurrences that result from or arise out of: (A) changes in general economic conditions, (B) changes affecting the industries and markets in which the Business operates, (C) changes in macroeconomic factors, interest rates, currency exchange rates or general financial or credit market conditions, (D) acts of God, war, terrorism, civil unrest or hostilities, (E) the COVID-19 pandemic or other epidemic or pandemic outbreaks including any continuation or escalation thereof, (F) any change in law or its interpretation, administration or application or non-application by any Governmental Authority or in generally acceptable accounting principles, (G) any failure to meet any internal or publicly disclosed projections, forecasts, estimates or budgets of, or guidance relating to, revenue, cash flow, earnings or other financial metrics for any period, (H) any action taken (or omitted to be taken) by the Company that is permitted under this Agreement or consented to by the Purchasers, (I) any change or development in respect of any Excluded Assets, Excluded Liabilities or Excluded Contracts, (J) the pendency of the CCAA Proceedings and any action approved by, or motion made before, the Court; or (K) any announcement of the Transaction, the identity of the Purchasers or any action or inaction of the Purchasers or its affiliates.

"**Monitor**" has the meaning set out in the recitals hereto.

"**Monitor's Certificate**" has the meaning set out in Section 8.1(d).

"**NI 45-106**" means National Instrument 45-106 – *Prospectus and Registration Exemptions*.

"**Organizational Documents**" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"**Outside Date**" means 11:59 pm (Toronto time) on [November 30], 2024, or such later date and time as the Parties may agree to in writing.

"**Parties**" means the Company and the Purchasers, and "**Party**" means any one of them.

"**Permits and Licenses**" means the permits, licenses, authorizations, approvals or other evidence of Authority related to the Business and issued to, granted to, conferred upon, or otherwise created for any of the Purchased Entities including, without limitation: (a) Cannabis Licence No. LIC-DYYUPRUYDP-2024 issued to AgMedica by Health Canada pursuant to the *Cannabis Act* and the *Cannabis Regulations*; (b) Excise Licence No. 83782 7179 RD0001 issued to AgMedica by Canada Revenue Agency pursuant to the *Excise Act*; (c) Cannabis Licence No. LIC-UI0HK6C7KC-2022 issued to GreenSeal Nursery by Health Canada pursuant to the *Cannabis Act* and the *Cannabis Regulations*; and (d) Excise Licence No. 78552 7938 RD0001 issued to GreenSeal Nursery by Canada Revenue Agency pursuant to the *Excise Act*.

"**Permitted Encumbrances**" means those Encumbrances related to the Retained Assets as set forth in Schedule "D", as the same may be modified by the Purchasers no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.

"**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

"**Priority Payments**" means those payments prescribed under subsections 6(3), 6(5) and 6(6) of the CCAA.

"**Purchase Price**" has the meaning set out in Section 3.1.

“**Purchased AgMedica Shares**” has the meaning set out in Section 2.1(a).

“**Purchased Entity Shares**” has the meaning set out in Section 2.1(a).

“**Purchased Entities**” means AgMedica, GreenSeal Nursery, and FacilityCo.

“**Purchased FacilityCo Shares**” has the meaning set out in Section 2.1(c).

“**Purchased Nursery Shares**” has the meaning set out in Section 2.1(a).

“**Purchased Shares**” collectively the Purchased FacilityCo Shares and the Purchased Entity Shares.

“**Purchasers**” means, together. the LP Purchaser and the Facility Purchaser.

“**Recapitalization Documents**” means, collectively, the AgMedica Articles of Reorganization and the GreenSeal Nursery Articles of Reorganization, and (ii) resolutions of the directors and the Company as sole shareholder of AgMedica and GreenSeal Nursery (if applicable) authorizing the redemption by AgMedica and GreenSeal Nursery of all of the Existing Shares other than the Purchased Shares, for no consideration at Closing; in form and substance satisfactory to LP Purchaser, acting reasonably.

“**ResidualCo**” means a means a corporation incorporated or to be incorporated under the laws of Canada or a province thereof in advance of the Closing Date, to which the Excluded Assets and Excluded Liabilities will be transferred pursuant to the Approval and Vesting Order and in accordance with the Implementation Steps, and which shall have no issued and outstanding shares.

“**Retained Assets**” has the meaning set out in Section 4.1.

“**Sales Tax Legislation**” means Part IX of the *Excise Tax Act* (Canada).

“**Successful Bid**” has the meaning set out in the SISP.

“**Taxes**” means, with respect to any Person, all supranational, national, federal, provincial, state local or other taxes, including but not limited to income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, documentary taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, registration charges, land transfer taxes, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges, transfer taxes and fees, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, or any other Tax arising from, or relating to, or in respect of the consummation of the Transaction, including in connection with the sale, transfer or registration of the transfer of the Facility, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

“**Terminated Employees**” has the meaning set out in Section 6.7(b).

“**Transaction**” means all of the transactions contemplated by this Agreement, including the transactions whereby the Facility Purchaser will acquire the Purchased FacilityCo Shares and the LP Purchaser will acquire the Purchased Entity Shares.

"**Transaction Regulatory Approvals**" means any material licenses, permits, grants, or approvals required from any Governmental Authority or under any Applicable Laws relating to the business and operations of the members of the Atlas Group that would be required to be obtained in order to permit the members of the Atlas Group and Purchaser to complete the Transaction, including, for greater certainty, Health Canada approvals, assignments or contractual arrangements.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 General Construction

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings and the term "third party" means any other Person other than the Company or the Purchasers, or any Affiliates thereof.

1.5 Currency

All references in this Agreement to dollars, monetary amounts, or to $, are expressed in Canadian currency unless otherwise specifically indicated.

1.6 Interpretation if Closing Does Not Occur

In the event that Closing does not occur, each provision of this Agreement which presumes that the Purchasers have acquired the Purchased Entity Shares or the Purchased FacilityCo Shares hereunder shall be construed as having been contingent upon Closing having occurred.

1.7 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

1.8 Schedules & Amendments to Schedules

The following exhibits and schedules are attached hereto and incorporated in and form part of this Agreement:

EXHIBITS

Exhibit **A** - Implementation Steps

SCHEDULES

Schedule **A** - Excluded Assets

Schedule **B** - Excluded Contracts

Schedule **C** - Excluded Liabilities

Schedule **D** - Permitted Encumbrances

Schedule **E** - Assumed Liabilities

Schedule **F** - Assumed Contracts

Schedule G Approval and Vesting Order

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement will apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2
PURCHASE OF SHARES AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Purchased Entity Shares; Transfer of Purchased FacilityCo Shares

(a) Subject to the terms and conditions of this Agreement, in accordance with the Implementation Steps and effective as of the Closing Time, AgMedica and GreenSeal Nursery shall issue to the LP Purchaser, and the LP Purchaser shall subscribe for and purchase from AgMedica and GreenSeal Nursery, free and clear of all Encumbrances (other than any Permitted Encumbrances), 100 newly issued common shares of AgMedica (the "**Purchased AgMedica Shares**") and 100 newly issued common shares of GreenSeal Nursery (the "**Purchased Nursery Shares**" and together with the "**Purchased AgMedica Shares**") (together the "**Purchased Entity Shares**")

(b) Pursuant to the Approval and Vesting Order and the Recapitalization Documents, and in accordance with the Implementation Steps, all of the Existing Shares will be cancelled, without consideration, and the Purchased Entity Shares issued to the LP Purchaser shall represent 100% of the issued and outstanding common shares of the Purchased Entities following such cancellation and issuance.

(c) Pursuant to the Approval and 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 Permitted Encumbrances).

(d) For the avoidance of doubt, upon the Closing, following the issuance of the Purchased Shares, the cancellation of the Existing Shares, the transfer of the Purchased FacilityCo Shares, and the completion of the Implementation Steps, AgMedica and GreenSeal Nursery shall be wholly owned directly 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.

2.2 Assumed Liabilities

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

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The total aggregate consideration payable by the Purchasers for the Purchased Shares and the FacilityCo Shares (the "**Purchase Price**") shall be equal to the following:

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

3.2 Deposit

The Purchaser has paid to the Monitor the sum of [redacted] (the "**Deposit**"), which Deposit is being held in escrow by the Monitor in an interest-bearing account on behalf of the Company. If the Closing does not occur for any reason and the Agreement is terminated, the Deposit will be forthwith refunded in full to the LP Purchaser, on behalf of the Purchasers (without interest, offset or deduction) except if this Agreement is terminated by the Company pursuant to Section 9.1(b) or this Agreement is terminated and at the time of such termination the Company would have had the right to terminate this Agreement under Section 9.1(b), in which case the Deposit plus all accrued interest shall become the property of, and shall be transferred to, the Company as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transaction. The Parties agree that the amount of the Deposit plus all accrued interest constitutes their genuine estimate of all damages.

If Closing occurs, the Deposit plus all accrued interest shall be paid to the Monitor at Closing in satisfaction of the Closing Payment, to be utilized by the Monitor in accordance with Section 3.3.

3.3 Closing Payment

(a) At Closing, 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 the "**Closing Payment**"), provided, however, that such amount shall not exceed [redacted]. The Monitor shall hold the Closing Payment in trust for the benefit of Persons entitled to be paid from the Closing Payment.

(b) Notwithstanding the foregoing or anything else contained herein or elsewhere, each of the Company and the Purchasers acknowledges and agrees that: (i) the Monitor's obligations hereunder are and shall remain limited to those specifically set out in this Section 3.3; and (ii) the Monitor is acting solely in its capacity as the CCAA Court-appointed Monitor of the Atlas Group pursuant to the Initial Order and not in its personal or corporate capacity, and the Monitor has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Monitor's gross negligence or intentional misconduct. The Parties further acknowledge and agree that the Monitor may rely upon the provisions of this Section 3.3 notwithstanding that the Monitor is not a party to this Agreement.

ARTICLE 4
TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

4.1 Transfer of Excluded Assets to ResidualCo

At Closing, each of the Purchased Entities shall retain all of the assets owned by it on the Effective Date and any assets acquired by it up to and including Closing, including, without limitation, the FacilityCo Shares, the Facility, the Purchased Entities' equipment, Assumed Contracts, Permits and Licenses, Books and Records, Business and undertakings (collectively, the "**Retained Assets**"). The Retained Assets shall not include: (i) the Excluded Assets (including the Excluded Entity Shares and the business, property and assets of the Excluded Entities); or (ii) the Excluded Contracts and Excluded Entity Shares; which shall be transferred to ResidualCo in accordance with the Implementation Steps, and same shall be vested in ResidualCo pursuant to the Approval and Vesting Order.

4.2 Transfer of Excluded Liabilities to ResidualCo

In accordance with the Implementation Steps and the Approval and Vesting Order, save and except for the Assumed Liabilities, all debts, obligations, Liabilities, Encumbrances, indebtedness, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Purchased Entities, the Purchased Shares, or against, relating to or affecting any of the Retained Assets, including, inter alia, the non-exhaustive list of Liabilities set forth in Schedule "C" as the same may be modified by the Purchasers no later than two (2) days before the Closing Date (provided that no additions shall be made without the consent of the Company and the Monitor), (collectively, the "**Excluded Liabilities**") shall be excluded and will no longer be binding on the Purchased Entities, Purchased Shares (or the holders thereof), Retained Shares, Retained Assets, Employees, Permits and Licenses or Books and Records following the Closing Time and shall be transferred to, vested in and assumed by ResidualCo. All Claims attaching to the Excluded Liabilities, if any, shall continue to exist against ResidualCo only and the Excluded Assets, if any, shall be available to satisfy such Claims.

4.3 Tax Matters

Pursuant to the Implementation Steps and the Approval and Vesting Order, at the Closing Time, all Taxes owed or owing or accrued due by the Purchased Entities in respect of the period prior to the Filing Date shall be transferred to, vested in and assumed by ResidualCo. Any audits or reassessments with respect to any Taxes that relate to a time period occurring, or facts arising, prior to the Closing Date, regardless upon when such audit was commenced or completed, and any and all such obligations with respect to such audits or reassessments shall be transferred to and vest in ResidualCo.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Purchased Entities

The Company hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledge that the Purchasers are relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

(a) Incorporation and Status. The Company and each Purchased Entity is a corporation incorporated and existing under the *Business Corporations Act* (British Columbia) and the

Canada Business Corporations Act, respectively, is in good standing under such acts and, subject to the granting of the Approval and Vesting Order, has the power and authority to enter into, deliver and perform their obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and, subject to obtaining of the Approval and Vesting Order in respect of the matters to be approved therein, performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.

(c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchased Entities or, subject to the receipt of any Transaction Regulatory Approvals, any Applicable Law applicable to the Purchased Entities, the Retained Assets or the Purchased Shares

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject only to obtaining the Approval and Vesting Order.

(e) Proceedings. There are no proceedings pending against the Purchased Entities or, to the knowledge of the Company, threatened, which would reasonably be expected to enjoin, delay, restrict or prohibit the Company from fulfilling any of its obligations set forth in this Agreement, and no event has occurred or circumstance exists which would reasonably be expected to give rise to or serve as a valid basis for the commencement of any such proceeding.

(f) No Consents or Authorizations. Subject only to obtaining the Approval and Vesting Order and the Transaction Regulatory Approvals, the Company and the other Purchased Entities do not require any consent, approval, waiver or other Authorization from any Governmental Authority or any other Person, as a condition to the completion of the Transaction.

(g) Residency. The Purchased Entities are not non-residents of Canada for purposes of the *Income Tax Act* or the *Excise Tax Act*, as applicable.

5.2 Representations and Warranties of the Purchaser

Each Purchaser severally, and not jointly, represents and warrants to and in favour of the Company as of the date hereof and as of the Closing Time as follows, and acknowledge that the Company is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Incorporation and Status. Such Purchaser is a corporation incorporated and existing under the laws of its jurisdiction of incorporation, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by such Purchaser of this Agreement has been authorized by all necessary corporate action on the part of such Purchaser.

(c) No Conflict. The execution, delivery and performance by such Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of such Purchaser or, to the knowledge of such Purchaser, any Applicable Law.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by such Purchaser and constitutes a legal, valid and binding obligation of such Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order.

(e) Accredited Investor. The LP Purchaser is an "accredited investor", as such term is defined in NI 45-106 and it was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106 and acknowledges that the Purchased Entity Shares may be subject to resale restrictions under applicable securities laws. The Purchased Entity Shares are being acquired by the LP Purchaser for its own account, and not with a view to, or for the offer or sale in connection with, any public distribution or sale of the Purchased Entity Shares or any interest in them.

5.3 As is, Where is

The Purchasers acknowledge, agree and confirm that, at the Closing Time, the Purchased Entity Shares and Purchased FacilityCo Shares (for clarity, together with the Retained Assets) shall be sold and delivered to the Purchasers on an "*as is, where is*" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever. For greater certainty, the Retained Assets shall be retained by the Purchased Entities on an "as is, where is" basis.

THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY EXPRESSLY AND SPECIFICALLY SET FORTH IN ARTICLE 5: (A) THE PURCHASERS ARE ACQUIRING THE PURCHASED ENTITY SHARES AND PURCHASED FACILITYCO SHARES ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE COMPANY, THE MONITOR OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE COMPANY, OR THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASERS ARE NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING , THE BUSINESS, THE PURCHASED ENTITY SHARES, THE PURCHASED FACILITYCO SHARES, THE ASSUMED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASERS OR ANY OF ITS REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, GUARANTEES, STATEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASERS CONFIRM DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASERS.

ARTICLE 6
COVENANTS

6.1 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

6.2 Motion for Approval and Vesting Order

As soon as practicable following the Effective Date, the Company shall serve and file with the Court a motion for the issuance of the Approval and Vesting Order. The Company shall use its commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order and the Purchasers shall cooperate with the Company in its efforts to obtain the issuance and entry of the Approval and Vesting Order.

6.3 Interim Period

(a) During the Interim Period, except as otherwise expressly contemplated or permitted by (i) this Agreement (including the Approval and Vesting Order and the Implementation Steps), (ii) as necessary in connection with the CCAA Proceedings, (iii) as otherwise provided in the Initial Order and any other Court Orders, prior to the Closing Time, or (iv) as consented to by the Purchasers and the Company, such consent not to be unreasonably withheld, conditioned or delayed, the Purchased Entities shall:

(i) continue to conduct and maintain the Business and the Retained Assets in substantially the same manner as conducted and maintained on the date of this Agreement;

(ii) remain in material compliance with all Applicable Laws and Permits and Licenses; and

(iii) notify the Purchaser of the occurrence of any Material Adverse Change.

(b) During the Interim Period, except pursuant to the CCAA Proceedings, without the written consent of the Purchasers, which is not to be unreasonably withheld, conditioned or delayed, the Purchased Entities shall not:

(i) enter into any Contract or obtain any Authorization or terminate, disclaim, amend, restate, supplement, extend, assign, or waive (partially or completely) any rights under any Contract or Authorization, except in the ordinary course of Business;

(ii) sell, lease, exchange, transfer or otherwise dispose of, or agree to sell, lease, exchange, transfer or otherwise dispose of, any asset (including Intellectual Property), except in the ordinary course of business;

(iii) settle or compromise any litigation or claims relating to the Business or that would impose any restrictions or liabilities on the Business or the Purchased Entities' use of the Retained Assets after the Closing;

(iv) permit, allow or suffer any of the Retained Assets to be subjected to any new Encumbrance;

(v) cancel or compromise any account receivable or other amount owing to any of the Purchased Entities or release any material claim or right of the Purchased Entities;

(vi) terminate other than in connection with a for-cause termination or hire any executive officers, members of senior management or other Employees or contractors or consultants;

(vii) enter into or adopt any new collective agreement or enter into negotiations in connection therewith;

(viii) grant any increase in the compensation or benefits of any Employee or former Employee or any dependent or other Person claiming through an Employee or former Employee, including the grant, increase or acceleration in any severance, change in control, termination or similar compensation or benefits payable to any Employee;

(ix) enter into, adopt, amend, modify or terminate any Employee Plan other than as required pursuant to Applicable Law or the terms of the Employee Plan in effect as of the date hereof;

(x) take any action that would reasonably be expected to prevent or significantly impede or materially delay the completion of the Transaction contemplated hereunder;

(xi) amend or terminate the CCAA Proceedings

(xii) make, revoke or change any election relating to Taxes, file any amended tax return, request, enter into or obtain any Tax ruling with or from a Governmental Authority, or execute or file, or agree to execute or file, with any Governmental Authority any agreement or other document extending, or having the effect of extending, the period of assessment or collection of any Taxes which are Assumed Liabilities; or

(xiii) agree to do any of the foregoing.

6.4 Access During Interim Period

During the Interim Period, the Company shall give, or cause to be given, to the Purchasers, and their representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets, as the Purchasers reasonably deem necessary or desirable to further familiarize themselves with the Business and the Retained Assets. Without limiting the generality of the foregoing subject to the ongoing reasonable oversight and participation of the Company and the Monitor, and with prior notice to the Monitor: (a) the Purchasers and their representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) the Purchasers and their representatives shall be permitted to contact and discuss the Transaction with Governmental Authorities and the Purchased Entities' customers and contractual counterparties. Such investigations, inspections, surveys and tests shall be carried out at the Purchasers' sole and exclusive risk and cost, during normal business hours, and without undue interference with the Purchased Entities' operations and the Company shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchasers. Purchaser shall indemnify and save harmless the Company and the Atlas Group for any and all losses arising out of its access to the Retained Assets.

6.5 Insurance Matters

During the Interim Period, the Company shall cause the other Purchased Entities to keep in full force and effect all existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practice in the ordinary course of business.

6.6 Regulatory Approvals and Consents

(a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transaction; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law. Without limiting the generality of the foregoing, the Purchaser shall, within the period of time prescribed by Applicable Law, notify the relevant Governmental Authority of the change in any individual requiring security clearance as mandated by the *Cannabis Act*, S.C. 2018, c. 16 and the regulations thereto.

(b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 6.6.

6.7 Employee Matters

(a) Subject to Section 6.7(b), the Purchaser agrees that (i) the Purchased Entities will continue to employ those employees not terminated pursuant to Section 6.7(b) and (ii) certain employees of the Company (together, the "C**ontinuing Employees**") from and after Closing on the same terms and conditions as they currently enjoy (such that no Employee Termination Costs are triggered) provided such terms and conditions (and any written agreement related to same) are as set forth in the virtual data room of the Company for the Transactions as of September 18, 2024.

(b) On the date that is two (2) days prior to the Closing Date, the Purchasers shall identify all employees of the Purchased Entities and the Company that the Purchasers does not wish to continue to employ after the completion of the Transaction (the "**Terminated Employees**"). The Purchased Entities and the Company shall terminate the employment of the Terminated Employees, as requested by the Purchaser in its sole discretion, and all Liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements,other than those which are Assumed Liabilities (collectively, the "**Employee Termination Costs**"), all of which Liabilities shall be Excluded Liabilities and shall be Discharged by the Approval and Vesting Order.

ARTICLE 7
CLOSING ARRANGEMENTS

7.1 Closing

Closing shall take place on the Closing Date, effective as of the Closing Time, electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format, in accordance with the Implementation Steps.

7.2 Implementation Steps

On the Closing Date, subject to the terms of the Approval and Vesting Order, Closing shall take place in accordance with the Implementation Steps. The Purchaser may, with the prior consent of the Company and the Monitor, acting reasonably, amend the Implementation Steps provided that such amendment does not materially alter or impact the Transaction or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transaction.

7.3 Company's Closing Deliveries

At or before the Closing Time, the Company shall deliver or cause to be delivered to the Purchasers the following:

(a) a copy of the Approval and Vesting Order, as issued and entered by the Court;

(b) share certificates representing the Purchased Entity Shares, issued to the LP Purchaser;

(c) share certificates representing the Purchased FacilityCo Shares, issued to the Facility Purchaser;

(d) a certificate of an officer of the Company, dated as of the Closing Date, confirming that all of the representations and warranties contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Company has performed in all material respects the covenants to be performed by it prior to the Closing Time;

(e) the Organizational Documents of the Purchased Entities, and the corporate Books and Records; and

(f) such other agreements, documents and instruments as may be reasonably required by the Purchasers to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

7.4 Purchaser's Closing Deliveries

At or before the Closing, the Purchasers shall deliver or cause to be delivered to the Company (or to the Monitor, as applicable), the following:

(a) the Closing Payment (less the amount of the Deposit and any accrued interest);

(b) certificates of an officer of each of the Purchasers dated as of the Closing Date confirming that all of the representations and warranties of the Purchasers contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchasers have performed in all material respects the covenants to be performed by them prior to the Closing Time; and

(c) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 8
CONDITIONS OF CLOSING

8.1 Conditions Precedent in favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following conditions being satisfied on or prior to the Closing Date:

(a) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(b) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise be in effect that restrains or prohibits the completion of the Transaction.

(c) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction.

(d) Partial Revocation of Cease Trade Order. The Company shall have received a partial revocation order issued by the Ontario Securities Commission revoking the failure-to-file cease trade order issued on August 8, 2023 in order to permit trades solely for the purpose of completing the sale of the Purchased Shares pursuant to the Transaction.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by the Purchasers and the Company, in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchasers or the Company only if made in writing; provided that if the Purchasers or the Company do not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Purchasers or Company, as the case may be. If any condition set out in Section 8.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

8.2 Conditions Precedent in favour of the Purchaser

The obligation of the Purchasers to complete the Transaction is subject to the following conditions being satisfied, on or prior to the Closing Date:

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

(b) Company's Deliverables. The Company 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.

(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 this Agreement (including the Approval and Vesting Order), each of the representations and warranties contained in Section 5.1 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. The Company shall have performed, in all material respects, all covenants, obligations and agreements contained in this 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 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.

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

The foregoing conditions are for the exclusive benefit of the Purchasers. Any condition in this Section 8.2 may be waived by the Purchasers in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchasers only if made in writing. If any condition set out in Section 8.2 is not satisfied or performed on or prior to the Outside Date, the Purchasers may elect on written notice to the Company and the Monitor to terminate this Agreement.

8.3 Conditions Precedent in favour of the Company

The obligation of the Company to complete the Transaction is subject to the following conditions being satisfied on or prior to the Closing Date:

(a) Purchaser's Deliverables. The Purchasers shall have executed and delivered or caused to have been executed and delivered to the Company at the Closing all the documents and payments contemplated in Section 7.4.

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 5.2 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.

(c) No Breach of Covenants. The Purchasers shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchasers on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Company. Any condition in this Section 8.3 may be waived by the Company in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing. If any condition set forth in this Section 8.3 is not satisfied or performed on or prior to the Outside Date, the Company may elect on written notice to the Purchasers to terminate this Agreement.

8.4 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence set forth in the Implementation Steps and the Approval and Vesting Order (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

ARTICLE 9
TERMINATION

9.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

(a) by the mutual written agreement of the Company (with the consent of the Monitor) and the Purchasers; or

(b) by the Company (with the consent of the Monitor) or either of the Purchasers, if there has been a material violation or breach by the other Party of any agreement, covenant, representation or warranty of such Party in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Article 8 by the Outside Date, and such violation or breach has not been waived by the non-breaching Party or cured within five (5) Business Days after written notice thereof from the non-breaching Party to the breaching Party; or

(c) by the Company (with the consent of the Monitor) or the Purchasers upon written notice to the other Parties if the Closing has not occurred on or prior to the Outside Date; provided that the failure to close by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement.

9.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder.

ARTICLE 10
GENERAL

10.1 Access to Books and Records

For a period of six (6) years from the Closing Date or for such longer period as may be required to comply with Applicable Law, the Purchasers will retain all original Books and Records that are transferred to the Purchasers under this Agreement, but the Purchasers are not responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchasers pursuant to this Agreement, the Purchasers shall make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist), available to the Monitor and the Company (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Company) at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchasers.

10.2 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

(a) in the case of the LP Purchaser, as follows:

●

Attention:
Email:

with a copy to:

Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, ON M5H 4A9

Attention: Larry Ellis / Sam Massie
Email: lellis@millerthomson.com / smassie@millerthomson.com

(b) in the case of the Facility Purchaser, as follows:

●

Attention:
Email:

with a copy to:

Siskinds LLP
275 Dundas Street, Unit 1
London, ON N6B 3L1

Attention: Stacey Bothwell
Email: stacey.bothwell@siskinds.com

(c) in the case of the Company, as follows:

Atlas Global Brands Inc.
566 Riverview Drive, Unit 104
Chatham, ON N7M 0N2

Attention: Bernie Yeung
Email: bernie@atlasglobalbrands.com

with a copy to:

Osler, Hoskin & Harcourt LLP
1 First Canadian Place
100 King Street West, Suite 6200
Toronto, ON M5X 1B8

Attention: Joanna Cameron / Justin Kanji
Email: jcameron@osler.com / jkanji@ossler.com

(d) in each case, with a further copy to the Monitor as follows:

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

Attention: Karen Fung / Greg Adams
Email: karen.k.fung@parthenon.ey.com / greg.j.adams@parthenon.ey.com

with a copy to:

McCarthy Tetrault LLP
66 Wellington Street West, Suite 5300
Toronto, ON M5K 1E6

Attention: Trevor Courtis
Email: tcourtis@mccarthy.ca

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

10.3 Public Announcements

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings, other than any information which the Purchasers advise the Company in writing as being confidential, and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein) or where required to meet timely disclosure obligations of the Company, the LP Purchaser or any their respective Affiliates and assignees under Applicable Laws or stock exchange rules, the Company shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transactions contemplated hereby without the prior consent of the other Parties, which shall not be unreasonably withheld or delayed.

10.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

10.5 Survival

The representations and warranties of the Parties contained in this Agreement shall not merge on Closing and the representations, warranties and covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

10.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, including for greater certainty, ResidualCo, provided that no consent, waiver or agreement of ResidualCo shall be required for any amendment of this Agreement.

10.7 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Company and the Purchasers.

10.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

10.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of Ontario therefrom.

10.10 Assignment

(a) Either Purchaser may assign its rights under this Agreement prior to Closing, in whole or in part, without the prior written consent of the Company, ResidualCo or the Monitor, provided that: (i) the Purchaser provides prior notice of such assignment to the Company and the Monitor; and (ii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; provided, however, that any such assignment shall not relieve the Purchaser of its obligations hereunder.

(b) Except as specifically contemplated herein as it relates to ResidualCo, this Agreement may not be assigned by the Company without the consent of the Purchasers.

10.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

10.13 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

10.14 Monitor's Certificate

When the conditions to Closing set out in Section 8.1, 8.2 and Section 8.3 have been satisfied and/or waived by the Company or the Purchasers, as applicable, the Company, the Purchasers or their respective counsel will each deliver to the Monitor confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates, the Monitor shall: (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Purchasers, at which time the Implementation Steps will be deemed to have commenced and be completed in the order set out in the Implementation Steps and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Purchasers). In the case of: (i) and (ii) above, the Monitor will be relying exclusively on the basis of the Conditions Certificates without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

10.15 Amendment and Waiver

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement (including the Schedules hereto) shall be binding unless executed in writing by all Parties hereto, and provided that such amendment is consented to by the Monitor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

10.16 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA or any order of the Court in this CCAA Proceeding, the Company and the Purchasers acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Atlas Group and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Monitor.

[*Signature Page Follows*]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

For the Purchasers:

●

By: ______________________________

Name:

Title: Authorized Signatory

I have authority to bind the Corporation.

●

By: ______________________________

Name:

Title: Authorized Signatory

I have authority to bind the Corporation.

For the Company and Purchased Entities:

ATLAS GLOBAL BRANDS INC.

By: ______________________________

Name: Bernie Yeung

Title: Authorized Signatory

I have authority to bind the Corporation.

AGMEDICA BIOSCIENCE INC.

By: ______________________________

Name: Bernie Yeung

Title: Authorized Signatory

I have authority to bind the Corporation.

GREENSEAL NURSERY, LTD.

By: ______________________________

Name: Bernie Yeung

Title: Authorized Signatory

I have authority to bind the Corporation.

EXHIBIT “A”
IMPLEMENTATION STEPS

1. At least three (3) days prior to the Closing Date, the Company shall incorporate and organize ResidualCo.

2. Effective as of the Closing Time, the following steps shall take place sequentially pursuant to the Approval and Vesting Order:

(a) ResidualCo shall be added to the CCAA Proceeding as an Applicant;

(b) all employees designated by the LP Purchaser as Terminated Employees will be terminated by the applicable Purchased Entity;

(c) the Excluded Assets, Excluded Contracts and Excluded Liabilities shall transfer to, and vest in, ResidualCo;

(d) the Excluded Entity Shares shall be transferred to ResidualCo;

(e) to the extent required by Applicable Law, the Recapitalization Documents shall be filed or deposited with the applicable Governmental Authority or other Person;

(f) AgMedica shall issue the Purchased AgMedica Shares to the LP Purchaser;

(g) GreenSeal Nursery shall issue the Purchased Nursery Shares to the LP Purchaser;

(h) AgMedica’s Existing Shares and GreenSeal’s Nursery Shares shall be cancelled for no consideration pursuant to the Approval and Vesting Order;

(i) the Purchased FacilityCo Shares shall be transferred to the Facility Purchaser, free and clear of all Encumbrances except for Permitted Encumbrances;

(j) the Purchasers shall satisfy the Purchase Price in accordance with the terms of this Agreement;

(k) from the Closing Payment, the Monitor shall pay the CCAA Charge Amount,the Priority Payments and the Administrative Wind-down Amount in accordance with Section 3.3(b) of this Agreement;

(l) Closing shall be deemed to have occurred;

(m) any and all Liabilities arising from or relating to: (i) the transactions noted above;; and (ii) the transfer of the Excluded Assets and Excluded Liabilities to ResidualCo; including, for certainty and without limitation, Liabilities and Taxes resulting from any debt forgiveness, shall be transferred to ResidualCo and the Purchased Entities shall have no obligations in connection with such Liabilities or Taxes; and

(n) the Purchased Entities shall cease to be applicants in the CCAA Proceedings.

The Parties agree that this Exhibit “A” remains subject to further revision no less than two (2) days prior to Closing.

SCHEDULE “A”
EXCLUDED ASSETS

1. The Excluded Contracts.

2. The Excluded Entity Shares, together with the business, assets and property of the Excluded Entities.

[**Note: Schedule to be completed prior to Closing.]**

SCHEDULE "B"
EXCLUDED CONTRACTS

The following is a non-exhaustive list of the Excluded Contracts:

1.

[**Note: Schedule to be completed prior to Closing.]**

SCHEDULE "C"
EXCLUDED LIABILITIES

The following is a non-exhaustive list of Excluded Liabilities:

1. Any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the Purchased Entities may be bound as at the Closing Time.

2. Any and all Liabilities pertaining to the administration of the CCAA Proceedings including, without limitation, under any Court ordered charge granted therein, unless otherwise explicitly stated herein. For certainty and without limiting the generality of the foregoing, any and all Liabilities or obligations of the Purchased Entities under or in connection with the Directors' Charge, GreenSeal Directors' Charge and KERP Charge (each as defined in the orders granted by the Court in the CCAA Proceedings) are Excluded Liabilities.

3. Any and all promissory notes issued by the Purchased Entities.

4. Any and all operating liabilities to the extent they are trade claims, trade payables, utility bills or other unsecured claims excluding the Assumed Trade Payables.

5. All Liabilities relating to or under the Excluded Contracts and Excluded Assets.

6. All Tax Liabilities of the Purchased Entities for any tax period or the portion thereof prior to the Filing Date, other than any property Taxes pertaining to the Facility owed or owing or accrued due by FacilityCo to the applicable municipality in respect of the period prior to the Closing Date.

7. Any and all Employee Termination Costs .

8. Any Liabilities for commissions, fees or other compensation payable to any finder, broker or similar intermediary in connection with the negotiation, execution or delivery of this Agreement or the consummation of the Transaction.

9. All Liabilities of the Purchased Entities relating to legal Claims brought against the Purchased Entities and/or their Affiliates in respect of the period prior to the Closing Date.

10. All Liabilities relating to unremitted source deductions prior to the Filing Date.

11. Any and all Liabilities that are not Assumed Liabilities.

[**Note: Schedule to be completed prior to Closing.]**

SCHEDULE “D”
PERMITTED ENCUMBRANCES

1. DIP Lender’s Charge.

2. AgriRoots Mortgage.

[**Note: Schedule to be completed two (2) days prior to Closing.]**

SCHEDULE "E"
ASSUMED LIABILITIES

1. All Liabilities related to the Permitted Encumbrances.

2. Any Tax Liabilities of the Purchased Entities for (i) any tax period or the portion thereof beginning on or after the Closing Date (including sales, excise and land transfer taxes arising from the consummation of the Transaction); (ii) accrued in respect of the period after the Filing Date; and (iii) all property Taxes pertaining to the Facility owed or owing or accrued due by FacilityCo to the applicable municipality in respect of the period prior to the Closing Date.

3. Liabilities owing to those vendors listed below that have provided goods and/or services to the Purchased Entities in the ordinary course of business from and after the Filing Date but have not been paid for such goods and services as at the Closing Time, but only up to the amounts set out below (the "**Assumed Trade Payables**").

4. All wages, salaries, commissions or compensation in respect of the Terminated Employees, up to the statutory limits set out in Section 81.3 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.

[**Note: Schedule to be completed prior to Closing.]**

SCHEDULE "F"
ASSUMED CONTRACTS

The following is a comprehensive list of Assumed Contracts:

1.

[**Note: Schedule to be completed prior to Closing.]**

SCHEDULE "G"
APPROVAL AND VESTING ORDER

This is Exhibit "B" referred to in the Affidavit of JASON CERVI affirmed by JASON CERVI of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto in the Province of Ontario, on October 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits

SUSAN KIMANI (LSO#88803G)

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONORABLE	)	FRIDAY, THE 4TH
	)	
JUSTICE BLACK	)	DAY OF OCTOBER, 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.

Applicants

ORDER

(APPROVAL AND REVERSE VESTING ORDER)

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things: (a) approving 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**", and together the LP Purchaser, "**Purchasers**") wherein the proposed Purchasers agreed to acquire, directly or indirectly, Atlas Global Brands Inc. ("**Atlas Global**"), GreenSeal Nursery, Ltd. ("**Nursery**"), AgMedica Bioscience Inc. ("**AgMedica**"), 5047346 Ontario Inc. ("**FacilityCo**"), 8050678 Canada Inc., and Tavivat Naturals Inc.; (b) approving the subscription agreement dated October ●, 2024 between Atlas Global, Nursery, AgMedica and the Purchasers (the "**Subscription Agreement**") for the acquisition of AgMedica, Nursery and FacilityCo (collectively, the "**Purchased Entities**") in the form as appended to the Tenth Cervi Affidavit (as hereinafter defined, together with all other corporate proceedings and transactions set forth therein, the "**Transactions**"); (c) adding 2650751 Alberta Inc. ("**ResidualCo**") as an Applicant to these CCAA proceedings (the "**CCAA Proceedings**"); (d) transferring and vesting all of the right, title and interest of the Purchased Entities in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (each as defined in the Subscription Agreement) to and in ResidualCo; (e) authorizing and directing AgMedica and Nursery to issue the Purchased Entity Shares (as defined in the Subscription Agreement) and vesting in and to the LP Purchaser all right, title and interest in and to the Purchased Entity Shares, free and clear of any Claims and Encumbrances (in each case, as hereinafter defined), subject to the applicable Transaction Regulatory Approvals; (f) authorizing and directing AgMedica to transfer to the Facility Purchaser, the Purchased FacilityCo Shares (as defined in the Subscription 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 (as hereinafter defined); (g) terminating and cancelling all of the Existing Shares (as defined in the Subscription Agreement) of each of AgMedica and Nursery, other than the Purchased Entity Shares, for no consideration; (h) granting certain releases; (i) 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 therein; (j) approving the sealing of the Fourth Confidential Cervi Affidavit (as hereinafter defined) (k) extending the Stay Period (as defined in the TARIO); and (l) granting certain ancillary relief, was heard by videoconference on October 4, 2024.

ON READING the Motion Record of the Applicants, including the Affidavit of Jason Cervi sworn September 29, 2024 and Exhibits thereto (the "**Cervi Affidavit**"), the confidential affidavit of Jason Cervi to be affirmed and Exhibits thereto ("**Fourth Confidential Cervi Affidavit**"), the Affidavit of Jason Cervi sworn October 3, 2024 and Exhibits thereto (the "**Tenth Cervi Affidavit**") and the Third Report of Ernst & Young Inc. ("**EY**"), in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated October 3, 2024 (the "**Third Report**") and the affidavits of Karen Fung sworn October 3, 2024 and Trevor Courtis sworn October 3, 2024 (collectively, the "**Fee Affidavits**") attached thereto, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and those other parties listed on Counsel Slip, no one else appearing although duly served as appears from the Affidavit of Service of Yvette Gallo sworn September 29, 2024.

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings given to them in the Subscription Agreement or, if not defined therein, the Third Amended and Restated Initial Order dated July 9, 2024 (the "**TARIO**").

APPROVAL AND VESTING

3. **THIS COURT ORDERS** that the Subscription Agreement and the Transactions, be and are hereby approved and that the execution of the Subscription Agreement by Atlas Global, AgMedica and Nursery is hereby authorized and approved, with such minor amendments as the parties thereto may deem necessary with the approval of the Monitor. Atlas Global, AgMedica and Nursery are hereby authorized and directed to perform their respective obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the cancellation of the Existing Shares and the issuance of the Purchased Entity Shares to the LP Purchaser, the transfer of the FacilityCo Shares to the Facility Purchaser.

4. **THIS COURT ORDERS** that, prior to closing of the Transactions, the LP Purchaser in its sole discretion is entitled but not obligated to assign its rights and obligations under the Subscription Agreement to an assignee that it may designate in its sole discretion ("**Assignee**"). If such assignment is made, (a) all references in this Order to "LP Purchaser" and, as applicable, the "Purchasers", shall be deemed to refer to and include the Assignee; and (b) the Monitor shall and is hereby directed to name the Assignee as the "LP Purchaser" in the Monitor's Closing Certificate (defined below) filed with the Court.

5. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Purchased Entities to proceed with the Transactions, and that no shareholder or other

approval shall be required in connection therewith, other than as contemplated by the applicable Transaction Regulatory Approvals.

6. **THIS COURT ORDERS** that upon the delivery of the Monitor's certificate (the "**Monitor's Closing Certificate**") to the Purchased Entities and the Purchasers in accordance with the Subscription Agreement (the "**Closing Time**"), substantially in the form attached as **Schedule "A"** hereto, the following shall occur and shall be deemed to have occurred at the Closing Time in the following sequence:

(a) first, all of the Purchased Entities' right, title and interest in and to the Excluded Contracts shall vest absolutely and exclusively in ResidualCo, with all applicable Claims and Encumbrances continuing to attach to the Excluded Contracts in accordance with paragraph 13 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;

(b) second, all of the Purchased Entities' right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, with all applicable Claims and Encumbrances continuing to attach to the Excluded Assets in accordance with paragraph 13 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;

(c) third, all Excluded Liabilities shall be channeled to, assumed by and vested absolutely and exclusively in ResidualCo, such that the Excluded Liabilities shall become the obligations of ResidualCo, and shall no longer be obligations of the Purchased Entities and all of the Purchased Entities' respective assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate, including property held in trust for the Purchased Entities (the "**Purchased Entities' Property**"), shall be and are hereby forever released and discharged from such Excluded Liabilities and all Claims and all Encumbrances affecting or relating to the Purchased Entities' Property are to be expunged and discharged as against the Purchased Entities' Property;

(d) fourth, in consideration for a portion of the Purchase Price, (i) AgMedica and Nursery shall issue the Purchased Entity Shares to the LP Purchaser, and all of the right, title and interest in and to the Purchased Entity Shares shall vest absolutely in the LP Purchaser, (ii) AgMedica shall transfer the FacilityCo Shares to the Facility Purchaser and all of the right, title and interest in and to the Purchased FacilityCo Shares shall vest absolutely in the Facility Purchaser; and (iii) the Purchased Entities' Property, other than the Excluded Assets and Excluded Contracts, will be retained by the Purchased Entities, free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the TARIO or any other Order of the Court in the CCAA Proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry systems; and (iii) any charges, security interests or claims evidenced by registrations pursuant to the *Land Titles Act* (Ontario), the *Registry Act* (Ontario), the *Land Registration Reform Act* (Ontario) or any other real property or real property related registry or recording system (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances listed on **Schedule "B"** hereto);

(e) fifth, all of the Existing Shares outstanding prior to the issuance of the Purchased Entity Shares, as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of AgMedica and Nursery, or otherwise relating thereto, shall be deemed terminated and cancelled without consideration and the only shares of AgMedica and Nursery that shall remain shall be the Purchased Entity Shares; and

(f) lastly, the Purchased Entities shall be deemed to cease being Applicants in these CCAA Proceedings, and the Purchased Entities shall be deemed to be released from the purview of the TARIO and all other Orders of this Court granted in respect of these CCAA Proceedings, save and except for this Order, the provisions of which (as they relate to the Purchased Entities) shall continue to apply in all respects.

7. **THIS COURT ORDERS** that upon the registration in the Land Registry Office (no. 24) for the Land Titles Division of Kent of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) and/or the *Land Registration Reform Act* (Ontario), the applicable Land Registrar is hereby directed to vacate and expunge from title to the real property identified in **Schedule "C"** hereto all of the Claims and Encumbrances identified in **Schedule "D"** hereto.

8. **THIS COURT ORDERS** that, from and after the Closing Time, any and all persons being the registered or beneficial owners of the real property identified in **Schedule "C"** hereto shall be, and shall be deemed to be forever irrevocably released and discharged from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any taxes (including penalties and interest thereon) of, or that relate to, said real property or any of the Purchased Entities arising under the *Municipal Act, 2002,* S.O. 2001, c. 25 and/or the *Assessment Act*, R.S.O. 1990, c. A.31, provided that such release shall not apply to taxes in respect of the real property assessed in relation to any tax period or the portion thereof beginning on or after the Closing Time.

9. **THIS COURT ORDERS** that, from and after the Closing Time, any relevant writs of execution that may have been filed with the Sheriff on or before the Closing Time as against each

registered owner of the real property identified in **Schedule "C"** hereto shall not bind the real property identified in **Schedule "C"** hereto.

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

11. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Purchased Entities and the Purchasers regarding the satisfaction or waiver of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Closing Certificate.

12. **THIS COURT ORDERS** that upon delivery of the Monitor's Closing Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Purchased Entities, the Purchased Entities' Property or the Excluded Assets (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and a copy of this Order as though they were originals and to register such transfers and interest authorizations as may be required to give effect to the terms of this Order and the Subscription Agreements. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interest against any of the Purchased Entities' Property and the Monitor and the Purchasers are hereby specifically authorized to discharge the registrations on the Purchased Entities' Property and the Excluded Assets, as applicable.

13. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the Closing Time, subject to the satisfaction of the CCAA Charge Amount and the Administrative Wind-down Amount, all Claims and Encumbrances transferred, assumed, released, expunged and discharged pursuant to paragraph 6 hereof, including against the Purchased Entities, the Purchased Entities' Property, the Purchased Entity Shares, the Purchased FacilityCo Shares and the New AgMedica Shares, shall attach to the Excluded Contracts and Excluded Assets with the same nature and priority as they had immediately prior to the Transactions as if the Transactions had not occurred.

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Purchased Entities or the Monitor, as the case may be, are authorized, permitted and directed to, at the Closing Time, disclose to the Purchasers, all human resources and payroll information in the Purchased Entities' records pertaining to past and current employees of the Purchased Entities. The Purchasers shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Purchased Entities.

15. **THIS COURT ORDERS** that, at the Closing Time and without limiting the provisions of paragraph 6 hereof, the Purchasers, the Purchased Entities, and the Monitor shall be deemed released from any and all claims, liabilities, (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to the Purchased Entities, provided, as it relates to the Purchasers and the Purchased Entities, such release shall not apply to (a) Taxes in respect of the business and operations conducted by the Purchased Entities after the Closing Time; or (b) Taxes expressly assumed as Assumed Liabilities pursuant to the Subscription Agreement, including without limiting the generality of the foregoing, all Taxes that could be assessed against the Purchasers or the Purchased Entities (including their affiliates and any predecessor corporations) pursuant to sections 160 and 160.01 of the *Income Tax Act*, R.S.C. 1985 c. 1 (5th Supp.), or any provincial or foreign tax equivalent, in connection with the Purchased Entities. For greater certainty, nothing in this paragraph shall release or discharge any Claims against ResidualCo with respect to Taxes that are transferred to ResidualCo.

16. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement (and, for greater certainty, excluding the Excluded Assets, Excluded Contracts, and Excluded Liabilities), all contracts to which any of the Purchased Entities are a party at the time of delivery of the Monitor's Closing Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Closing Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off, dilution or other remedy)

or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

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

(b) the insolvency of any of the Purchased Entities or the fact that the Purchased Entities obtained relief under the CCAA;

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transactions, the provisions of this Order, or any other Order of this Court in these CCAA Proceedings; or

(d) any transfer or assignment, or any change of control of any of the Purchased Entities arising from the implementation of the Subscription Agreement, the Transactions, or the provisions of this Order.

17. **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph 16 hereof shall waive, compromise or discharge any obligations of the Purchased Entities or the Purchaser, in respect of any Assumed Liabilities, (b) the designation of any Claim as an Assumed Liability is without prejudice to any of the Purchased Entities' or the Purchasers' right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this Order or the Subscription Agreements shall affect or waive the Purchased Entities' or the Purchasers' rights and defenses, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

18. **THIS COURT ORDERS** that from and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of any of the Purchased Entities then existing or previously committed by any of the Purchased Entities, or caused by any one of the Purchased Entities, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, expressed or

implied in any contract, or lease existing between such Person and any of the Purchased Entities (including for certainty, those contracts, or leases constituting the Purchased Entities' Property) arising directly or indirectly from the filing by the Applicants under the CCAA and implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 16 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract, or a lease shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse any of the Purchased Entities or the Purchasers from performing their obligations under the Subscription Agreement, or be a waiver of defaults by any of the Purchased Entities or the Purchasers under the Subscription Agreement and the related documents.

19. **THIS COURT ORDERS** that, from and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Purchased Entities, Purchased Entities' Property or the Purchasers relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

20. **THIS COURT ORDERS** that from and after the Closing Time:

(a) the nature of the Assumed Liabilities, as assumed by the Purchased Entities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;

(b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo;

(c) any Person that prior to the Closing Time had a valid right or claim against any of the Purchased Entities under or in respect of any Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have an Excluded Liability Claim against any of the Purchased Entities, but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Liability from and after the Closing Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo; and

(d) any Person with an Excluded Liability Claim against ResidualCo following the Closing Time shall have the same rights, priority and entitlement as against ResidualCo as such Person, with an Excluded Liability Claim, had against the applicable Purchased Entities' entity prior to the Closing Time.

21. **THIS COURT ORDERS** that, as of the Closing Time:

(a) ResidualCo shall be a company to which the CCAA applies; and

(b) ResidualCo shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an "Applicant" or "Applicants" shall refer to and include ResidualCo; and (ii) "Property" shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo (collectively the "**ResidualCo Property**"), and, for greater certainty, each of the Charges (as defined in the TARIO), shall constitute a charge on the ResidualCo Property.

SET-OFF MATTERS

22. **THIS COURT ORDERS** that the right of set off is preserved to the extent that: (i) any amounts that are, or become, due to an Applicant or ResidualCo with respect to obligations arising prior to the CCAA filing date of June 20, 2024 are applied against any amounts that are, or become due, from an Applicant or ResidualCo with respect to obligations arising prior to the CCAA filing date of June 20, 2024 on a consolidated basis; or (ii) any amounts that are, or become, due to an Applicant or ResidualCo with respect to obligations arising after the CCAA filing date of June 20,

2024 are applied against any amounts that are, or become due, from an Applicant or ResidualCo with respect to obligations arising after the CCAA filing date of June 20, 2024.

PRIORITY PAYMENTS AND WIND-DOWN AMOUNT

23. **THIS COURT ORDERS AND DIRECTS** that the Priority Payments, the CCAA Charge Amount and the Administrative Wind-down Amount, as necessary, shall be paid by the Monitor on the Closing Date using cash received from the Purchaser, consistent with the Implementation Steps and in accordance with the terms of the Subscription Agreement.

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

(a) the pendency of these CCAA Proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C 195, c. B-3, as amended (the "**BIA**"), in respect of ResidualCo and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Purchased Entities or ResidualCo;

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo, the issuance and vesting of the Purchased Entity Shares in and to the LP Purchaser, the transfer and vesting of the FacilityCo Shares in and to the Facility Purchaser, any payment of the CCAA Charge Amount and the Administrative Wind-down Amount, and any payments by or to the Purchasers, any of the Purchased Entities, ResidualCo, or the Monitor authorized herein, or pursuant to the Subscription Agreement) shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Purchased Entities and/or ResidualCo and shall not be void or voidable by creditors of the Purchased Entities or ResidualCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal, provincial or foreign legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

MONITOR

25. **THIS COURT ORDERS** that nothing in this Order, including the release of the Purchased Entities from the purview of these CCAA Proceedings pursuant to paragraph 6(f) hereof and the addition of ResidualCo as an Applicant in these CCAA Proceedings, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and EY shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the TARIO, any other Orders in these CCAA Proceedings or otherwise, including all approval, protections and stays of proceedings in favour of EY in its capacity as Monitor, all of which are expressly continued and confirmed.

26. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following a motion brought on not less than ten (10) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

27. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (a) be deemed to have taken part in the management or supervision of the management of the Purchased Entities or ResidualCo or to have taken or maintained possession or control of the business or property of any of the Purchased Entities or ResidualCo, or any part thereof; or (b) be deemed to be in Possession (as defined in the TARIO) of any property of the Purchased Entities or ResidualCo within the meaning of any applicable Environmental Legislation and/or Cannabis Legislation (each as defined in the TARIO) or otherwise.

28. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, the Monitor, its employees and representatives are not and shall not be or be deemed to be, a director, officer, or employee of ResidualCo, *de facto* or otherwise, and shall incur no liability as a result

of acting in accordance with this Order, other than any liability arising as a direct result of the gross negligence or willful misconduct of the Monitor.

29. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of ResidualCo.

RELEASES

30. **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, (a) the current directors, officers, employees, consultants, legal counsel and advisors of the Applicants; (b) the current directors, officers, employees, consultants legal counsel and advisors to ResidualCo; (c) the Purchaser and its legal counsel and their respective current directors, officers, partners, employees, consultants, advisors and assignees; and (d) the Monitor and its legal counsel and their respective current directors, officers, partners, employees, consultants and advisors (the Persons listed in (a), (b), (c) and (d) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, duties, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) arising in connection with or relating to the CCAA Proceedings or any matters relating to the Applicants, the Subscription Agreement, the consummation of the Transactions, and/or any closing document, agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing (collectively, the "**Released Claims**"), which Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo or to any other entity and are extinguished, provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim (i) for fraud or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA, (ii) against any current or former director or officer of any of the Applicants in respect of

obligations or liabilities that any such director or officer may have incurred in their capacity as director or officer prior to the commencement of these CCAA Proceedings, except as expressly contemplated herein, (iii) any of the Released Parties from the performance of their obligations pursuant to the Transactions. For greater certainty, "current" in this paragraph refers to individuals who remain in their respective role(s) up to one day prior to closing of the Transactions, as applicable.

31. **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, Shalcor Management Inc., in its capacity as the DIP Lender, and 2596690 Ontario Inc. (operating as AgriRoots Capital Management Inc.), in its capacity as mortgagee, and the Purchasers, in their capacity as the Successful Bidder (collectively, the "**Other Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place following the commencement of these CCAA proceedings and prior to the filing of the Monitor's Closing Certificate, undertaken or completed in connection with or pursuant to the terms of this Order and that relate in any manner whatsoever to the Subscription Agreement, the consummation of the Transactions, and/or any closing document, agreement, document, instrument, matter or transaction involving the Purchased Entities arising in connection with or pursuant to any of the foregoing (collectively, the "**Other Released Claims**"), which Other Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Other Released Parties.

32. **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, the current directors and officers of the Purchased Entities as well as Trevor Henry and Peter Van Mol (collectively, the "**Released D&Os**" and each a "**Released D&O**") shall be and are hereby forever irrevocably released and discharged 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 now or hereafter, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based on statute or otherwise, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to commencement of these CCAA proceedings in respect of the Purchased Entities, the business, operations, assets, property and affairs of the Purchased Entities and the Purchased Entities and/or these CCAA proceedings (collectively, the "**D&O Released Claims**"), and any such D&O Released Claims are hereby irrevocably and permanently released, discharged, stayed, extinguished and forever barred, and the Released D&Os shall have no liability in respect thereof; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim or liability (a) arising out of any gross negligence or willful misconduct on the part of the applicable Released D&O; (b) that is not permitted to be released pursuant to section 5.1(2) of the CCAA; and (c) that is a Insured Claim (as hereinafter defined). For greater certainty, "current" in this paragraph refers to individuals who remain in their respective role(s) up to one day prior to closing of the Transactions, as applicable.

INSURED CLAIMS

33. **THIS COURT ORDERS** that, notwithstanding anything set out in any of the Orders made by the Court in these CCAA proceedings, any Person shall be permitted to commence or continue an action, application or other proceeding 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 shall be 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 shall be irrevocably and forever 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 shall have no right to, and shall not, directly or indirectly, make any claim or seek any recoveries from any of the Purchased Entities or any of the Released D&Os, other than enforcing such Person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable Insurance Policies. Nothing herein shall prejudice, compromise, release or otherwise affect any rights or defenses of any insurer with respect to its obligations under any of the Insurance Policies.

APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES

34. **THIS COURT ORDERS** that the Report of the Proposed Monitor dated June 20, 2024, the First Report of the Monitor dated June 27, 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 Second Report of the Monitor dated July 25, 2024 and the Third Report (collectively, the "**Monitor's Reports**"), and the activities and conduct of the Monitor referred to therein are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

35. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the Third Report and the Fee Affidavits, be and are hereby approved.

SEALING

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

STAY EXTENSION

37. **THIS COURT ORDERS** that the Stay Period shall not apply to AgMedica for the limited purpose of allowing the Canada Revenue Agency or its representatives (collectively, the "**CRA**") to obtain certificates contemplated by section 227.1(2)(a) of the *Income Tax Act*, R.S.C. 1985 c.1 (5^{th} Supp.) (the "**ITA**"), section 83(2) of the *Employment Insurance Act*, S.C. 1996, c. 23, section 21.1(2) of the *Canada Pension Plan*, R.S.C., 1985, c. C-8, and section 295 (2)(a) of the *Excise Act*, 2001, S.C. 2002, c. 22, for the amounts that the CRA is owed by AgMedica for unremitted source deductions and excise taxes, provided that, at all times, the CRA shall have no recourse against AgMedica with respect to any unremitted source deductions or excise taxes in relation to any tax period or the portion thereof prior to the commencement of these CCAA Proceedings.

38. **THIS COURT ORDERS** that upon the CRA obtaining certificates in accordance with paragraph 37 herein that such certificates shall be deemed to be registered in accordance with section 223(3) of the ITA, executed and returned unsatisfied in whole for the purpose of the operation of section 227.1 of the ITA.

39. **THIS COURT ORDERS** that, subject to paragraph 37, the Stay Period is hereby extended until and including October 31, 2024.

GENERAL

40. **THIS COURT ORDERS** that in the event of a conflict between the terms of this Order and those of the TARIO or any other Order of this Court, the provisions of this Order shall govern.

41. **THIS COURT ORDERS** that, following the Closing Time, the Purchasers shall be authorized to take all steps as may be necessary to affect the discharge of the Claims and Encumbrances as against the Purchased Entities, the Purchased Shares, those Equity Interests of each of the Purchased Entities held by the Purchaser, and the Purchased Entities' Property.

42. **THIS COURT ORDERS** that, following the Closing Time, the title of these proceedings is hereby changed to:

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., 8050678 CANADA INC., TAVIVAT NATURALS INC.,
WELLWORTH HEALTH CORP., AND 2650751 ALBERTA LTD.

43. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

44. **THIS COURT ORDERS** that the Monitor and each of the Purchased Entities shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court, tribunal or administrative body whether in Canada, the United States, or elsewhere, for orders which aid and complement this Order. All courts, tribunals and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Purchased Entities and/or the Monitor as may be deemed necessary or appropriate for that purpose.

45. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give

effect to this Order and to assist the Purchased Entities, 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 Purchased Entities and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Purchased Entities, the Monitor and their respective agents in carrying out the terms of this Order.

46. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. Prevailing Eastern time on the date hereof that it is made and is enforceable without any need for entry and filing.

____

SCHEDULE A

FORM OF MONITOR'S CLOSING CERTIFICATE

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.

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to the Initial Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List), (the "**Court**") dated June 20, 2024, as amended and restated on July 3, 2024, July 5, 2024 and July 9, 2024, 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 "**Atlas Global Group**") were granted protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and Ernst & Young Inc. was appointed as the monitor of the Atlas Global Group (in such capacity, the "**Monitor**").

B. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Approval and Reverse Vesting Order of this Court dated October 4, 2024 (the "**ARVO**").

C. Pursuant to the ARVO, the Court approved the Transactions contemplated by the Subscription Agreement, and ordered, *inter alia*, that: (i) all of the right, title and interest of the Purchased Entities in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities be transferred and vested into and in ResidualCo; (ii) authorized and directed AgMedica and Nursery to issue the Purchased Entity Shares, and vested in and to the LP Purchaser all right, title and interest in and to the Purchased Entity Shares, free and clear of any Claims and Encumbrances, subject to the applicable Transaction Regulatory Approvals; (iii) authorized and directed AgMedica to transfer to the Facility Purchaser, the Purchased FacilityCo Shares, and vested 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; (iv) terminated and cancelled all of the Existing Shares of each of the AgMedica and Nursery other than the Purchased Entity Shares for no consideration which vesting, terminating and cancelling is to be effective upon the delivery by the Monitor to the Purchasers and the Purchased Entities of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Purchased Entities and the Purchasers that all conditions to closing have been satisfied or waived by the parties to the Subscription Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Priority Payments, CCAA Charge Amount and the Administrative Wind-down Amount.

2. The Monitor has received written confirmation from the Purchased Entities and the Purchasers, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived, as applicable, by the parties to the Subscription Agreement.

3. This Monitor's closing certificate was delivered by the Monitor at Toronto on __________, 2024.

Ernst & Young Inc., in its capacity as Monitor of the Atlas Global Group and not in its personal or corporate capacity.

Per: ______________________________________

Name:

Title:

SCHEDULE B

PERMITTED ENCUMBRANCES

REAL PROPERTY

REAL PROPERTY GENERAL ENCUMBRANCES

With respect to the Chatham Facility (the "Property")

1. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown.

2. Any registered or unregistered easements, servitudes, rights-of-way, licences, or restrictions, in favour of any governmental authority or public utility, that run with the land and other encumbrances and/or agreements with respect thereto including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables.

3. Any encroachments, minor defects or irregularities indicated on any survey of the Property;

4. Any subdivision agreements, site plan agreements, development agreements and any other agreements registered on title to the Property with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction.

5. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance.

6. Inchoate liens for taxes, assessments, public utility charges, which are due but the validity of which are being contested in good faith by FacilityCo provided that FacilityCo has provided security which in the opinion of FacilityCo, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto.

7. Plans, by-laws or transfers registered on title to the Property as of the date of the Agreement.

SPECIFIC ENCUMBRANCES

The following instruments registered on title to the Property as of the date hereof:

Chatham Facility

- By-law registered as Instrument No. 171785
- Notice of an Agreement registered as Instrument No. 340724
- Transfer of Easement registered as Instrument No. 576414
- Restrictive Covenants registered as Instrument No. CK68033
- Charge/Mortgage registered as Instrument No. CK192825
- Notice of Assignment of Rents – General registered as Instrument No. CK192826
- Notice of a Mortgage Amending Agreement registered as Instrument No. CK236693

SCHEDULE C

LEGAL DESCRIPTION OF THE REAL PROPERTY

PIN 00528 - 0224 LT

Description:

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

Address: 510 & 566 Riverview Drive, Chatham, Ontario, N7M 0N2

SCHEDULE D

CLAIMS AND ENCUMBRANCES TO BE DELETED
FROM TITLE TO THE REAL PROPERTY

1. Notice of Lease registered as Instrument No. CK180981

2. Postponement of Interest registered as Instrument No. CK192827

3. Postponement of Interest registered as Instrument No. CK236694

IN THE MATTER OF THE 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.

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

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

APPROVAL AND VESTING ORDER

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

Randal Van de Mosselaer (LSA# 9923)
Tel: 403.260.7060
Email: rvandemosselaer@osler.com

Mary Paterson (LSO# 51572P)
Tel: 416.862.4924
Email: mpaterson@osler.com

Justin Kanji (LSO# 88178O)
Tel: 416.862.6642
Email: jkanji@osler.com

Lawyers for the Applicants

This is Exhibit "C" referred to in the Affidavit of JASON CERVI affirmed by JASON CERVI of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto in the Province of Ontario, on October 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits

SUSAN KIMANI (LSO#88803G)

Chatham-Kent
Cultivating Growth, Shore to Shore

ARREARS STATEMENT

Statement Date Aug 6, 2024

Municipality of Chatham-Kent Tax Department
315 King St. W.
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatley Area Toll Free: 519-682-0803

RECEIVED
AUG 19 2024

5047346 ONTARIO INC
104-566 RIVERSIDE DR
CHATHAM ON N7M 0N2

Roll Number	3650 420 023 11500 0000
Owners	5047346 ONTARIO INC
Civic Address	566 RIVERVIEW DR CHATHAM
Legal Description	RALEIGH CON 1 PT LOT 19 RP 24R7621 PART 5 PT PART 1

Statement of Account Arrears

Tax Year	Taxes	Other Fees and Charges	Penalty/Interest	Total Owing
2024	$170,623.19	$335.00	$7,616.25	$178,574.44
2023	$219,338.25	$99.91	$16,450.38	$235,888.54
2022	$0.00	$0.00	$0.00	$0.00
2021	$0.00	$0.00	$0.00	$0.00
Prior Owing	$0.00	$0.00	$0.00	$0.00
Total				**$414,462.98**

Recent Transactions

Date	Description	Amount	Balance
	BALANCE FORWARD	$348,614.42	$348,614.42
Jul 8, 2024	Arrears Notice Fee	$10.00	$348,624.42
Aug 1, 2024	2024 Final Tax Bill	$60,954.04	$409,578.46
Aug 2, 2024	Penalty and Interest	$4,874.52	$414,452.98
Aug 6, 2024	Arrears Notice Fee	$10.00	$414,462.98
Nov 1, 2024	2024 Final Tax Bill	$60,954.00	$475,416.98

Arrears Balance	$414,462.98
Next Installment Due Nov 1, 2024	$60,954.00
Post-Dated Payments	$0.00

The Municipality of Chatham-Kent encourages property owners to contact a Collections Representative to make payment arrangements for past due taxes. Properties without a payment agreement in place and more than one year of tax arrears are eligible for tax sale processing effective January 1, 2025.

✂ Detach this portion and return with your payment

Please return this portion with your payment. Make cheques payable to "Municipality of Chatham-Kent" and include the roll number on the front of your cheque.

Municipality of Chatham-Kent Tax Department
315 King St. W.
P.O. Box 640
Chatham ON N7M 5K8
Phone: 519-360-1998
Wheatley Area Toll Free: 519-682-0803

Owner(s)	5047346 ONTARIO INC
Roll Number	3650 420 023 11500 0000
Total Amount Owing	$414,462.98
Please Enter Amount Paid	$