



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

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

THE HONORABLE) FRIDAY, THE 4TH DAY
)
JUSTICE W.D. BLACK) 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 subscription agreement to be executed on or around the date hereof (the "**Subscription Agreement**") between Atlas Global Brands Inc. ("**Atlas Global**"), GreenSeal Nursery, Ltd. ("**Nursery**"), AgMedica Bioscience Inc. ("**AgMedica**"), Callisto Capital Corp. (the "**LP Purchaser**") and 1001026275 Ontario Inc. (the "**Facility Purchaser**", and together the LP Purchaser, "**Purchasers**") 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**"); (b) adding 2650751 Alberta Inc. ("**ResidualCo**") as an Applicant to these CCAA proceedings (the "**CCAA Proceedings**"); (c) 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; (d) 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; (e) 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); (f) 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; (g) granting certain releases; (h) 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; (i) approving the sealing of the Fourth Confidential Cervi Affidavit (as hereinafter defined) (j) extending the Stay Period (as defined in the TARIO); and (k) 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**"), the Affidavit of Sandra Palma sworn October 1, 2024 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 (other than GreenSeal); (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 (other than GreenSeal), the Subscription Agreement, the consummation of the Transactions, and/or any closing document, agreement, document, instrument, matter or transaction involving the Applicants (other than GreenSeal) 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 (other than GreenSeal) 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 (5th Supp.) (the “**ITA**”), section 83(2) of the *Employment Insurance Act*, S.C. 1996, c. 23 (the “**EIA**”), section 21.1(2) of the *Canada Pension Plan*, R.S.C., 1985, c. C-8 (the “**CPP**”), and section 295 (2)(a) of the *Excise Act*, 2001, S.C. 2002, c. 22 (the “**EA**”), 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; section 288(2) of the EA; section 66(2.3) of the CPP; and section 126(2)

of the EIA, executed and returned unsatisfied in whole for the purpose of the operation of section 227.1 of the ITA; section 295 of the EA; section 21.1 of the CPP; and section 83 of the EIA.

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

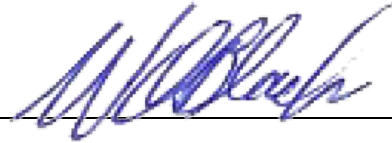
AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ATLAS GLOBAL BRANDS INC., GREENSEAL CANNABIS
COMPANY, LTD., 8050678 CANADA INC., TAVIVAT NATURALS INC.,
WELLWORTH HEALTH CORP. AND 2650751 ALBERTA LTD.

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 7, 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

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Lawyers for the Applicants