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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

MOTION RECORD OF THE APPLICANTS (APPROVAL AND REVERSE VESTING ORDER RETURNABLE OCTOBER 29, 2024)

October 24, 2024

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TO: **THE SERVICE LIST**

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ONTARIO
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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

NOTICE OF MOTION
(returnable October 29, 2024)

The Applicants, Atlas Global Brands Inc. ("**Atlas Global**") as well as the "**Ontario Subsidiaries**", namely, 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**"), will make a motion before the Honourable Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) on October 29, 2024 at 10:00 a.m., or as soon as possible after that time as the motion can be heard.

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

☐ In writing under subrule 37.12.1 (1);

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

☐ In person;

☐ By telephone conference;

☒ By video conference.

at the following location:

https://ca01web.zoom.us/j/64172244590?pwd=OHg5VkFZNlRHb3FPdFcxaVY4dnRRZz09#success

Meeting ID: 641 7224 4590
Passcode: 708039

THIS MOTION IS FOR:

1. An Approval and Reverse Vesting Order ("**ARVO**") substantially in the form attached hereto, *inter alia*:

    (a) if necessary, abridging the time for service of this Notice of Motion and Motion Record and dispensing with service on any person other than those served;

    (b) approving the subscription agreement to be executed on or around the date hereof (the "**Purchase Agreement**") between Atlas Global, GreenSeal, and Brick Ponds Inc. or its nominee (the "**Purchaser**") for the acquisition of GreenSeal (the "**Purchased Entity**") in the form as appended to the Fifth Confidential Cervi Affidavit (as hereinafter defined, together with all other corporate proceedings and transactions set forth therein, the "**Transactions**");

    (c) approving the fees and disbursements of the Monitor and its counsel, and approving the Fourth Report of the Monitor and the activities and conduct of the Monitor referred therein;

    (d) approving the Releases (as defined below); and

(e) approving the sealing of the fifth confidential affidavit of Jason Cervi to be affirmed ("**Fifth Confidential Cervi Affidavit**");

2. An Order (the "**Monitor's Enhanced Powers & CCAA Termination Order**"), substantially in the form attached hereto, *inter alia*:

(a) approving the expansion of the Monitor's powers;

(b) approving the discharge of EY in its capacity as the Monitor of the Remaining Applicants (as defined herein) effective upon the service by the Monitor of an executed copy of a certificate in substantially the form attached as Schedule "A" to the Order (the "**Monitor's Termination Certificate**" and the time of service thereof being the "**CCAA Termination Time**");

(c) approving the termination of these proceedings of the Applicants that remain under the CCAA at the time that the Monitor files the Monitor's Termination Certificate (the "**Remaining Applicants**");

(d) approving the termination of Charges (as defined in the TARIO) effective at the CCAA Termination Time;

(e) extending the Stay Period (as defined in the TARIO);

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

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

Affidavit of Jason Cervi affirmed June 29, 2024 (the “**Second Cervi Affidavit**”), the Affidavit of Jason Cervi affirmed June 30, 2024 (the “**Third Cervi Affidavit**”), the Affidavit of Jason Cervi affirmed on July 4, 2024 (the “**Fourth Cervi Affidavit**”), the Affidavit of Jason Cervi affirmed on July 8, 2024 (the “**Fifth Cervi Affidavit**”), the Affidavit of Jason Cervi affirmed on July 9, 2024 (the “**Sixth Cervi Affidavit**”), the Affidavit of Jason Cervi affirmed on July 24, 2024 (the “**Seventh Cervi Affidavit**”), the affidavit of Jason Cervi affirmed on July 26, 2024 (“**Eighth Cervi Affidavit**”), and the affidavit of Jason Cervi affirmed on September 29, 2024 (“**Ninth Cervi Affidavit**”); the affidavit of Jason Cervi affirmed on October 3, 2024 (“**Tenth Cervi Affidavit**”); the affidavit of Jason Cervi affirmed on October 4, 2024 (“**Eleventh Cervi Affidavit**”); the affidavit of Jason Cervi affirmed on October 24, 2024 (“**Twelfth Cervi Affidavit**”), unless otherwise defined;

THE GROUNDS FOR THE MOTION ARE:

Background

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

6. On June 20, 2024, the Honourable Justice Penny granted an initial order (the “**Initial Order**”) which, *inter alia*, appointed Ernst & Young Inc. as Monitor over the Applicants (in such capacity, the “**Monitor**”) and provided protection to the Applicants under the *Companies’*

Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**");

7. On July 2, 2024, the Honourable Justice Penny granted an Amended and Restated Initial Order (the "**ARIO**") which, among other things, granted approval for the Bridge Term Sheet and authorized the Applicants other than GreenSeal to borrow under the facility provided under the Bridge Term Sheet, in the maximum amount of $3,750,000, to pay out Hillmount;

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

9. On July 9, 2024, the Honourable Justice Penny granted a Third Amended and Restated Initial Order (the "**TARIO**") which, among other things, granted permission for GreenSeal to continue in the CCAA Proceedings and adjourned the YNCU and Stoke receivership applications;

10. On July 26, 2024, the Honourable Justice Penny granted a SISP Approval Order (the "**SISP Approval Order**") authorizing the Applicants and the Monitor to undertake a sale and investment solicitation process ("**SISP**") for the sale of the Applicants' property, assets and undertakings (the "**Property**") and/or its business (the "**Business**"). The Applicants and the Monitor undertook all reasonable and necessary steps to advance the SISP and solicit interest from Potential Bidders in the Property;

Conduct of the SISP

11. Since the date of the SISP Approval Order, the Applicants and the Monitor have worked extremely hard and broadly canvassed the market to find parties interested in the Applicants' business and assets.

12. The SISP was intended to solicit interest for the sale of all or part of the Applicants' Business and/or Property. The SISP provided the Applicants with the latitude to pursue both asset and share transactions. Further, it preserved the option of marketing AgMedica and GreenSeal as opportunities to be considered both separately or *en banc*;

13. The Applicants and Monitor canvassed the market and made the best efforts to obtain potential bids for all or part of the Applicants' Property, undertaking the following activities:

(a) sent the Teaser Letter to over one hundred Known Potential Bidders and other parties;

(b) received executed NDAs from fifteen Potential Bidders and provided each of these parties with access to the virtual data room facilitated by the Monitor for purposes of the SISP;

(c) engaged in phone calls and meetings almost daily to answer questions or engage in negotiations with Potential Bidders; and

(d) conducted tours with five parties at the Chatham and Stratford facilities;

14. The SISP resulted in a successful sale of AgMedica, Nursery, and 5047 Ontario. This Court approved the AgMedica Approval and Reverse Vesting Order on October 4, 2024 (the "**AgMedica ARVO**"). The AgMedica Arvo contemplates 2650751 Alberta Ltd. ("**ResidualCo**") being added as an Applicant to these CCAA proceedings upon closing of the AgMedica sale;

15. The Applicants received three non-binding Letters of Intent for GreenSeal by the LOI Deadline of September 6, 2024. No bidders made a bid by the Bid Deadline of September 19, 2024. After substantial efforts by the GreenSeal directors and officers, two bidders were brought back to the process and were involved nearly to the end in their attempts to purchase GreenSeal;

16. The Applicants received the Binding LOI dated October 12, 2024, from the Purchaser. The Purchaser agreed to acquire all of the outstanding shares in the capital of GreenSeal.

17. The Purchase Agreement represents the best possible outcome for the Applicants, its creditors, and other stakeholders in the circumstances. It also represents the culmination of extensive solicitation efforts on the part of the Applicants and the Monitor;

Granting Approval of the Purchase Agreement

18. The Transactions contemplated in the Purchase Agreement have been structured in the form of "reverse vesting" transactions. The Purchaser will acquire all of the shares of GreenSeal by way of the following corporate procedures:

(a) transferring and vesting all of the right, title and interest of the Purchased Entity in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (each as defined in the Purchase Agreement) to and in ResidualCo;

(b) authorizing and directing GreenSeal to issue the Purchased Entity Shares (as defined in the Purchase Agreement), and vesting in and to the Purchaser all right, title and interest in and to the Purchased Company Shares, free and clear of any Claims and Encumbrances (in each case, as hereinafter defined);

(c) terminating and cancelling all of the Existing Shares (as defined in the Purchase Agreement) of the Purchased Entity, other than the Purchased Entity Shares, for no consideration;

19. The benefits of a reverse vesting structure to the Applicants and their stakeholders include, among others:

(a) allowing the Applicants, who operate in a highly regulated environment, to maintain their licenses and permits without the additional delays, costs, and uncertainty associated with getting same transferred to a third party;

(b) maintaining various contracts with certain provincially operated cannabis distributors, licensed cannabis producers, suppliers of strategic data sources, and certain service providers whose services are required to maintain the applicable licenses and permits under applicable cannabis laws, without the uncertainty of needing consents to assign, re-establish, or enter into new arrangements; and

(c) permitting the maintenance of the Applicants' tax attributes, which includes the Applicants' operating losses;

20. The benefits of the Transactions include the following, among others:

(a) the Applicants will maintain their licenses, intellectual property, and contracts with government entities and strategic suppliers;

(b) the Applicants will continue operations as a going concern, resulting in:

(i) **Employees** – the potential for many of the Applicants' approximately 57 employees to preserve their employment;

(ii) **Vendors** – a substantial number of the Applicants' suppliers of goods and services being able to maintain their business relationships with the Applicants; and

(iii) **Customers** – continuity of supply in provinces where the Applicants have distribution operations which play a critical part in the provincial supply chain;

Approval of the Monitor's Fees and Reports

21. The Monitor seeks approval of the Fourth Report, and the activities and conduct of the Monitor referred to therein, in addition to the approval of the fees and disbursements as set out in the Fourth Report of the Monitor;

Approval of Releases

22. The Applicants seek the issuance of Releases in favour of:

(a) the Released Parties (being the current directors, officers, employees, consultants, legal counsel and advisors of the Applicants; the current directors, officers, employees, consultants legal counsel and advisors to ResidualCo; the Purchaser and its legal counsel and their respective current directors, officers, partners, employees, consultants, advisors and assignees; the Monitor and its legal counsel and their respective current directors, officers, partners, employees, consultants and advisors; and Steinberg Advisory Corp. and its respective current directors, officers, partners, employees, consultants and advisors, including Howard Steinberg) from the Released Claims;

(b) the Other Released Parties (being Your Neighborhood Credit Union Limited, in its capacity as the mortgagee, and the Purchasers, in their capacity as Successful Bidders) from the Other Released Claims; and

(c) the Released D&Os (being the current and former directors and officers of the Purchased Entity as well as Corey Hamilton) from the D&O Released Claims;

23. The Releases are being sought to achieve certainty and finality for the Released Parties, Other Released Parties and Released D&Os in the most efficient and appropriate manner given the circumstances;

24. The Releases sought are appropriate, given the significant and material contributions of the Released Parties, Other Released Parties and Released D&Os in connection with the CCAA Proceedings and Transactions, which will allow the Applicants to continue their operations as a going concern;

25. The D&O Released Claims include Releases of Directors and Officers from claims arising from or in connection with GreenSeal's excise tax arrears. The Successful Bid does not provide sufficient consideration to pay out excise tax arrears;

26. The Directors and Officers are insured under two insurance policies. Thus, the Excise Tax liability may be pursed as an Insured Claim;

27. The D&O Released Claims do not provide a release of claims (a) any gross negligence or willful misconduct on the part of any of the Released D&Os; (b) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA; and (c) any action, application or other proceeding in respect of any claim or liability which is an insured claim;

Sealing the Fifth Confidential Cervi Affidavit

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

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

(a) **Public Interest**: The court has found that there is a public interest both in maximizing recovery in an insolvency and protecting the integrity of a sale process *(Danier Leather Inc., Re,* 2016 ONSC 1044 at paras 82 and 84). The Fifth Confidential Cervi Affidavit contains commercially sensitive information. Disclosure of this information could taint the sale process.

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

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

Expansion of the Monitor's Powers

30. Upon closing of the Transactions, the Applicants are seeking to expand the powers of the Monitor previously granted in the TARIO and other Orders to authorize and empower the Monitor to take all actions necessary to, among other things, wind down and/or dissolve and/or bankrupt the Remaining Applicants and administer the Remaining Applicants' Property.

CCAA Termination

31. The Applicants are seeking the Monitor's Enhanced Powers & CCAA Termination Order from the Court to effect a wind-up and termination of these CCAA proceedings;

32. Pursuant to the proposed order, the Monitor will be authorized to issue the Monitor's Termination Certificate following the completion of any other matters necessary to complete these CCAA proceedings to the Monitor's satisfaction;

33. At the CCAA Termination Time, it is contemplated that these CCAA proceedings and the stay of proceedings in favour of the Remaining Applicants will be terminated and EY will be released and discharged as Monitor of the Remaining Applicants;

Extending the Stay Period

34. The current Stay Period expires on October 31, 2024. The Applicants are requesting an extension of the stay to the CCAA Termination Time in the event the Monitor is not in a position to deliver the Monitor's Termination Certificate by October 31, 2024;

STATUTORY REGIME

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

36. The Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;

37. The *Courts of Justice Act*, R.S.O. c. C.43;

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

DOCUMENTARY EVIDENCE

39. The Twelfth Affidavit of Jason Cervi affirmed October 24, 2024, and the exhibits attached thereto;

40. The Fifth Confidential Cervi Affidavit to be filed and the exhibits attached thereto;

41. The Fourth Report, to be filed; and

42. Such further and other material as counsel may advise.

October 24, 2024

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Lawyers for the Applicant

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*
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Applicants

ONTARIO
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PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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Lawyers for the Applicant

TAB 2

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

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Applicants

AFFIDAVIT OF JASON CERVI
(Affirmed October 24, 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**"). All references to monetary amounts in this affidavit are in Canadian dollars unless otherwise noted.

5. This affidavit is made in support of a motion by the Applicants for relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**"), seeking various orders substantially in the forms enclosed in the Motion Record:

(a) if necessary, abridging the time for service of this Notice of Motion and Motion Record and dispensing with service on any person other than those served;

(b) approving the subscription agreement to be executed on or around the date hereof (the "**Subscription Agreement**") between Atlas, GreenSeal, and Brick Ponds Inc. (the "**Purchaser**") for the acquisition of GreenSeal (the "**Purchased Entity**"), together with all other corporate proceedings and transactions set forth therein, the "**Transactions**");

(c) transferring and vesting all of the right, title and interest of the Purchased Entity in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (each as defined in the Subscription Agreement) in and to 2650751 Alberta Inc. ("**ResidualCo**");

(d) approving the sealing of the Fifth Confidential Cervi Affidavit;

(e) approving the Releases (as defined herein);

(f) extending the Stay Period (as defined in the TARIO);

(g) approving the enhanced powers of the Monitor; and

(h) approving the termination of these proceedings in respect of the Applicants that remain under the CCAA at the time that the Monitor files the Monitor's Termination Certificate (as defined herein).

6. The following affidavits contain additional background about the Atlas Group, the events leading up to these CCAA proceedings, and the relief granted under the Initial Order, the Amended and Restated Initial Order ("**ARIO**"), the Second Amended and Restated Initial Order ("**SARIO**"), the Third Amended and Restated Initial Order ("**TARIO**") and the Sale and Investment Solicitation Process Approval Order (the "**SISP Approval Order**"):

(a) The Initial Cervi Affidavit;

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

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

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

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

(f) Affidavit of Jason Cervi affirmed on July 8, 2024 ("**Fifth Cervi Affidavit**");

(g) Second confidential affidavit of Jason Cervi affirmed on July 8, 2024 ("**Second Cervi Confidential Affidavit**");

(h) Affidavit of Jason Cervi affirmed on July 9, 2024 ("**Sixth Cervi Affidavit**");

(i) Affidavit of Jason Cervi affirmed on July 24, 2024 ("**Seventh Cervi Affidavit**");

(j) Third confidential affidavit of Jason Cervi affirmed on July 24, 2024 ("**Third Cervi Confidential Affidavit**");

(k) Affidavit of Jason Cervi affirmed on July 26, 2024 ("**Eighth Cervi Affidavit**");

(l) Affidavit of Jason Cervi affirmed on September 29, 2024 ("**Ninth Cervi Affidavit**");

(m) Affidavit of Jason Cervi affirmed on October 3, 2024 ("**Tenth Cervi Affidavit**");

(n) Fourth confidential affidavit of Jason Cervi affirmed on October 3, 2024 ("**Fourth Cervi Confidential Affidavit**"); and

(o) Affidavit of Jason Cervi affirmed on October 4, 2024 ("**Eleventh Cervi Affidavit**").

BACKGROUND AND STATUS OF THE CCAA PROCEEDINGS

7. This affidavit relies on, without repeating, the background, CCAA filing and SISP sections of the Ninth Cervi Affidavit.

A. GreenSeal and the Stratford Facility

8. Atlas acquired GreenSeal on April 28, 2023, pursuant to a share purchase agreement with the former shareholders of GreenSeal. The purchase price was paid with common shares of Atlas.

9. GreenSeal holds the following cannabis licences issued by Health Canada and the Canada Revenue Agency ("**CRA**") in respect of its facility located at 530 Wright Boulevard, Stratford, Ontario (the "**Stratford Facility**"):

(a) the GreenSeal Cannabis Licence from Health Canada in respect of the Stratford Facility, which permits GreenSeal to cultivate, process, possess and sell cannabis; and

(b) the GreenSeal Excise Licence from the CRA, which permits GreenSeal to stamp its products and collect excise taxes on behalf of the government.

10. The Stratford Facility is a 30,000 square foot single-purpose building structured as a multi-tier vertical grow facility for growing cannabis flower and drying it indoors. Like AgMedica's Chatham Facility, the Stratford Facility is GACP certified. However, the Stratford Facility does not hold the more exclusive, EU-GMP or IMC-GAP certifications held by the Chatham Facility. The Stratford Facility produces over 3,500 kg of cannabis flower annually. The products from this Facility were primarily used to satisfy demand in the Canadian market but also permitted the Atlas Group to fulfill certain international orders.

11. On August 14, 2015, NA Engineering Associates Inc. produced a report of a Phase I Environmental Site Assessment ("**ESA**") conducted to identify and assess the potential for contaminants of concern, if any, at the Stratford Facility. The ESA found that the historical records review of the Facility did not reveal previous uses of the subject site that would suggest an environmental concern. There was also no waste, garbage or other materials that would suggest misuse of the property or unapproved uses. The ESA concluded that it was unlikely that the Facility has been contaminated due to current or past uses, and concluded that no further investigation was warranted.

B. Secured Indebtedness

12. The secured debts set out herein are described in more detail in my previous affidavits, particularly the Initial and Second Cervi Affidavits.

Mortgage – Stratford Facility

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

14. The YNCU Commercial Mortgages were used to fund the construction of the Stratford Facility, and the YNCU Line of Credit was used for GreenSeal's operations. The YNCU Commercial Mortgages have a maturity date of March 9, 2026, and the YNCU Line of Credit matured on July 4, 2023. The unpaid balance of the YNCU Line of Credit is approximately $230,000, in respect of which GreenSeal was making regular payments prior to these CCAA Proceedings.

15. When these CCAA Proceedings commenced, the YNCU Commercial Mortgages were up to date on payments of interest owing. Since these CCAA Proceedings commenced, arrears of $115,487 of unpaid interest have accrued.

16. As security for the payment and performance of GreenSeal's obligations under the YNCU Loan, among other things, pursuant to a charge registered on March 9, 2021 and amended on

August 16, 2022, GreenSeal granted a charge in the amount of $5.4 million over the Stratford Facility to YNCU and a fixed and floating charge over the Real Property (as defined in the YNCU Loan) and its associated assets and a subordinate fixed and floating charge over all of the assets and undertakings of GreenSeal subsequent only to then-existing charges. YNCU currently has a registered security interest in respect of the YNCU Commercial Mortgages pursuant to the PPSA against GreenSeal.

17. Further, the obligations under the YNCU Loan were guaranteed by a former shareholder of GreenSeal, RCL Venture Holdings, Inc. ("**Former Shareholder**"), and former principals, Peter Reeves, Corey Hamilton and Chad Morphy (collectively, the "**Former Principals**"). At the time of the CCAA filing, the Former Principals were employed by Atlas and GreenSeal but were no longer Directors or Officers.

GreenSeal Factoring Arrangements with Stoke

18. GreenSeal factored certain receivables pursuant to a factoring arrangement with Stoke Canada Finance Corp. ("**Stoke**"), which was subsequently expanded to permit Stoke to provide advances to GreenSeal against certain purchase orders.

GreenSeal RPA

19. On June 7, 2023, Stoke and GreenSeal entered into the Receivables Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, collectively the "**GreenSeal RPA**"), which describes GreenSeal agreeing to sell and Stoke agreeing to buy from time-to-time certain Eligible Receivables of GreenSeal.

20. As security for the payment and performance of GreenSeal's obligations, the GreenSeal RPA describes GreenSeal granting a continuing security interest in the "Collateral", which is

defined in the GreenSeal RPA to mean the moneys and other sums payable to or receivable by GreenSeal under or pursuant to the provisions of the Eligible Receivables, the Reserve Amount and the Dilution Reserve (as defined in the GreenSeal RPA), the books and records related to the foregoing, and all additions, substitutions and replacements for each of the foregoing. On March 20, 2024, Stoke filed a registration pursuant to the PPSA against GreenSeal in order to perfect its security interest granted pursuant to the GreenSeal RPA.

21. In addition, Atlas granted a Corporate Guarantee dated June 7, 2023, to Stoke to guarantee GreenSeal's obligations under the GreenSeal RPA (the "**GreenSeal Guarantee**"). Atlas unconditionally and irrevocably guaranteed, without security, the payment of all present and future obligations of GreenSeal to Stoke arising pursuant to and/or on account of the provisions in the Transaction Documents (as defined in the GreenSeal Guarantee), including, without limitation, all of the Obligations (as defined in the GreenSeal RPA).

Additional Facility

22. Following an amendment dated September 9, 2023, GreenSeal and Stoke agreed to create an "Additional Facility", under which, GreenSeal could request an advance of credit ("**Advance Amount**") from Stoke against Eligible Purchase Orders (rather than Eligible Receivables), subject to GreenSeal fulfilling certain conditions precedent. The Advance Amount had a limit of $1,000,000, at any time, equal to 33% of the total advances against Receivables outstanding. On a specific date, known as the "Conversion Date", the outstanding Advance Amount would automatically convert and be added to the outstanding Obligations under the GreenSeal RPA.

23. The Additional Facility Supplement contemplates GreenSeal granting Stoke as security "a first priority security interest in, all of [GreenSeal's] right, title and interest in and to": (i) "the Eligible Purchase Order," (ii) "all goods and inventory held or acquired by Debtor for the purpose

of fulfilling its obligations under the Eligible Purchase Order," and related documents, books and records, among other things.

Operation of the GreenSeal RPA

24. In the GreenSeal RPA, there is a distinction between "Purchased Receivables" and "Eligible Receivables". Eligible Receivables are receivables that meet the criteria set out in Schedule A to the GreenSeal RPA, such as being owed by a Crown or Private Wholesaler, being payable in Canada, and the Wholesaler having approved in writing and accepted the underlying Cannabis Product, among other things. All Purchased Receivables must be Eligible Receivables, in the sense that they meet the criteria set out in Schedule A. Eligible Receivables only become Purchased Receivables once GreenSeal asks Stoke to purchase Eligible Receivables and Stoke agrees to do so and pays the purchase price. Therefore, GreenSeal has Eligible Receivables that are not Purchased Receivables in that there are receivables from Wholesalers that were not factored to Stoke.

25. To make a request, the GreenSeal RPA contemplated GreenSeal completing a "Purchase Summary", the form of which was attached to the GreenSeal RPA as Schedule B, providing certain specified information, such as the Total Invoice Amount, Total Eligible Amount, Expected Payment Date, Purchase Date and Purchase Price. In addition, GreenSeal provided supporting documentation, including the invoices and purchase orders associated with the Purchased Receivable.

26. Pursuant to both facilities, Stoke made a total of 14 cash payments to GreenSeal, with the last payment made on December 4, 2023. GreenSeal made nine cash payments to Stoke, remitting $732,328 in cash when collateral, i.e., Purchased Receivables, fell below the previously advanced balances. Total actual cash provided by Stoke to GreenSeal was $2,233,749 with accrued interest

and fees up to the last reconciled balance of $325,979. When this amount is netted against the payments made by GreenSeal, the amount owed by GreenSeal to Stoke on the date the Initial Order was granted was approximately $1,869,707.

27. Operationally, when GreenSeal received payment on Purchased Receivables, GreenSeal generally proposed new Eligible Receivables (which, if Stoke agreed became Purchased Receivables) or new Purchase Orders to re-collateralize the outstanding balance owed to Stoke. As a result, after December 2023, Stoke generally did not advance new funds and the outstanding debt was re-collateralized on a rolling basis as customers paid their invoices. On the date of filing, the amount owed to Stoke by GreenSeal was not fully supported by Purchased Receivables: $1,869,707 was owed by GreenSeal to Stoke, but there were only $1,354,539 of Purchased Receivables.[1]

28. The GreenSeal RPA contemplated the existence of two bank accounts: (1) the "Purchaser's Bank Account" (i.e., Stoke's account), and (2) the Seller's Bank Account, which was defined to be a GreenSeal account over which Stoke had signing authority. When GreenSeal sold product to Wholesalers, the GreenSeal RPA contemplated Wholesalers paying the amounts owing in respect of that product into one of those two accounts.

29. To my knowledge, a Wholesaler never paid any amount owing in respect of GreenSeal product into Stoke's Purchaser's Bank Account (if such an account existed). Further, to my knowledge, the "Seller's Bank Account" does not exist, as there is no GreenSeal bank account over which Stoke has signing authority.

[1] Stoke Payout Statement Reconciled and Rolled Back to June 20, 2024.

Absolute Sale versus Advance of Credit

30. The GreenSeal RPA describes the factoring arrangement as an absolute sale of receivables. Upon completing a purchase, Stoke is stated to obtain absolute title to the Purchased Receivables. Further, it is stated that the parties do not intend this relationship to be a secured loan (section 3.4).

31. In contrast, the Additional Facility Supplement describes the advances provided against Eligible Purchase Orders as “advances of credit” and provides for an advance rate and an advance limit. The outstanding principal amount of such advances accrued interest during the period prior to the Conversion Date. The Conversion Date occurs when the Cannabis Products are delivered to the Account Debtor, or when the Purchaser provides notice of such delivery, whichever is later. At that time, an Eligible Receivable will have been created.

32. During the period prior to the Conversion Date, GreenSeal could repay the advanced amounts (together with interest) pursuant to the payment arrangements provided under the GreenSeal RPA. On the Conversion Date, any outstanding advances, as well as any unpaid interests, fees, charges and expenses, would automatically convert, thereby becoming part of the aggregate purchase price provided by GreenSeal for the associated Purchased Receivables. Upon conversion, accrual of interest ceases.

33. Finally, as noted above, YNCU, the mortgagee on the Stratford Facility, has a fixed and floating charge over all of the assets and undertakings of GreenSeal subsequent only to existing charges. The YNCU security predates the GreenSeal RPA and Stoke’s interests and is registered in priority to Stoke’s security interests, whatever those interests may be.

34. As stated in the Second Cervi Affidavit, I understood that YNCU, Stoke and GreenSeal began to negotiate a *pari passu* priority agreement, but GreenSeal does not have a final or executed copy of such agreement and I am not aware of any such agreement having been executed.

The TARIO and the Stoke Receivables Charge

35. By way of making the TARIO, the Court permitted GreenSeal to use payments received on account of Stoke Purchase Orders to fund the ongoing operations during these CCAA Proceedings, subject to several protections designed to keep Stoke in the same position it was in before the TARIO was granted. First, the Court ordered GreenSeal to pay Stoke an amount equivalent to the Advance Amount (as defined in the RPA) listed on the Stoke Purchase Order in respect of which payment is received (the "**Advance Repayments**"), in an amount not exceeding \$501,215, in aggregate, plus interest in the amount of \$98,630, unless otherwise ordered by the Court or consented to by the Monitor and Information Liaison. The Advance Repayments are equal to the amount that Stoke had advanced to GreenSeal in respect of the particular Purchased Receivable (i.e., Stoke had advanced 37% of the total value of the Purchased Receivable to GreenSeal).

36. The Advance Repayments were to be made by GreenSeal to Stoke in installments pursuant to Exhibit "A" of the Fifth Cervi Affidavit and each installment would not exceed the estimated installment amount listed on Exhibit "C" of the Fifth Cervi Affidavit. GreenSeal has made all of the Advance Repayments contemplated by the TARIO.

37. The Court permitted GreenSeal to use payments received on account of Stoke Purchase Orders (the "**Stoke Receipts**") to fund its working capital needs as reflected in Exhibit "A" of the Fifth Cervi Affidavit; provided however, that GreenSeal made the Advance Repayments and that GreenSeal would not use the Stoke Receipts if GreenSeal's accounts receivable balance (the "**GS**

A/R”) plus cash on hand is less than the Adjusted Stoke Receivables Charge (as defined below), subject to a three-business day cure period and subject to GreenSeal making good faith efforts to notify the Monitor and the Information Liaison if it is anticipated that the GS A/R plus cash on hand will be less than the Adjusted Stoke Receivables Charge (as defined below). This threshold has not been breached from the date of the TARIO to the date of this affidavit.

38. Moreover, the Court ordered that, to secure the Stoke Receipts used by GreenSeal, Stoke would be entitled to the benefit of and was granted a charge (the “**Stoke Receivables Charge**”) on the GS A/R and cash on hand of $1.175 million plus the Information Liaison fees. The Stoke Receivables Charge would be reduced by Advance Repayments made (the “**Adjusted Stoke Receivables Charge**”).

39. The Court then ordered that Steinberg Advisory Corp. be appointed to act as information liaison of the GS A/R (the “**Information Liaison**”) through the services of Howard Steinberg and personnel of Steinberg Advisory Corp. to do the following:

(a) review the GS A/R;

(b) review GreenSeal’s inventory, including its quantity, quality and value;

(c) review transactions involving GreenSeal’s bank accounts;

(d) review sales and purchase orders (domestic, internal and intercompany);

(e) review GreenSeal’s operational disbursements;

(f) review existing harvests;

(g) review and be provided information as to any sale process in respect to GreenSeal and the results thereof; and

(h) review GreenSeal's weekly cashflow and any variances based on the last cashflow provided to the Court.

Stoke and the CRA Garnishment

40. As described further in the Second Cervi Affidavit, several months before these CCAA Proceedings, the CRA issued CRA Requirements to garnish receivables owing to GreenSeal, which included receivables in respect of which Stoke asserted an ownership interest. As stated in the Second Cervi Affidavit, I was informed by John Zannis of the CRA that when the CRA began issuing the CRA Requirements and garnishing receivables that Stoke believed it owned pursuant to the GreenSeal RPA, Stoke contacted the CRA and asserted that ownership right. I understand that the CRA initially did not accept Stoke's ownership of those receivables and continued to garnish the receivables until after the Initial Order was granted.

41. The CRA's enforcement efforts impacted GreenSeal's relationship with Stoke. As of June 20, 2024, GreenSeal owed Stoke $1,869,707, including interest, pursuant to the GreenSeal RPA. As is described above, the GreenSeal RPA contemplates that Stoke has absolute title to the Purchased Receivables. The CRA, through its CRA Requirements, garnished Purchased Receivables and eroded Stoke's collateral for GreenSeal's debt.

42. As a result of the CRA's garnishments of the Purchased Receivables, Stoke sent a demand letter to GreenSeal dated May 27, 2024, demanding payment of more than $1.8 million and providing a section 244 notice of its intention to enforce security.

43. In June 2024, Stoke and YNCU brought separate applications asking the Court to appoint a receiver over certain assets of GreenSeal. However, the Court adjourned those applications to allow GreenSeal to have one shot at its proposal to participate in the Atlas SISP under the CCAA.

44. According to our records, to date, the CRA has garnished a total of approximately $1,406,523.75. This amount is not yet fully reconciled by the CRA, so the CRA's excise account statement currently reflects garnishments of only $1,174,105.31. I understand that the CRA has concluded that a substantial portion of this amount relates to receivables that Stoke owned. As a result, the CRA intends to repay a substantial portion of this amount to Stoke, eliminating the amount owing to Stoke in respect of receivables purchased and materially reducing amounts owing to Stoke.

45. In an affidavit sworn by David Goldstein dated October 3, 2024 in support of a motion brought by Stoke for the appointment of a CRO (defined below), at paragraphs 12 and 13, Mr. Goldstein stated that "Stoke has engaged in discussions with CRA regarding the return of the Garnished Stoke Receivables and CRA has made an offer to Stoke to reimburse $930,982.09." He further stated that while "the offer was made on a without prejudice basis, CRA has disclosed the settlement amount to both GreenSeal and the Monitor." Moreover, while "the settlement has not been definitively finalized, Stoke expects that the total GreenSeal indebtedness will be reduced by $930,982.09 upon payment of the CRA Settlement, leaving approximately $732,652.52 outstanding."

GreenSeal Excise Tax Liability and other CRA Matters

46. On March 26, 2024, in connection with GreenSeal's excise tax arrears, the CRA registered a lien for $1,153,739.90, against the Stratford Facility pursuant to s. 288(4-5) of the *Excise Act*, 2001 (the "**Excise Lien**").[2]

47. When these CCAA Proceedings commenced, GreenSeal had an excise tax liability of $2,775,839 (the "**GreenSeal Excise Tax Liability**").

48. In September 2024, the issuer of the bond that GreenSeal posted with the CRA as security for its excise tax obligations revoked the bond. On October 15, 2024, the Monitor, in a letter to the CRA, memorialized an agreement between GreenSeal and the CRA grounded in the fact that the TARIO prohibits the CRA from revoking the GreenSeal Excise Licence and noting that GreenSeal is current on all of its excise taxes since the CCAA Proceedings were commenced on June 20, 2024. The Monitor also noted its understanding that the CRA agreed to extend GreenSeal's excise licence to November 16, 2024, which will permit a going concern outcome. The Monitor confirmed the CRA's agreement that if the CRA wishes to take any action in relation to the GreenSeal Excise Licence or exercise any rights or remedies in relation to GreenSeal, it would bring a motion on notice to all parties seeking leave to do so, as required by the TARIO. The Monitor's letter to the CRA is attached hereto as **Exhibit "A"**.

C. AgMedica ARVO and Appointment of a CRO

49. Pursuant to an Order dated October 4, 2024, the Court approved a subscription agreement and transactions for the sale of AgMedica and Nursery.

[2] (S.C. 2002, c. 22).

50. Further, pursuant to an Order of the same date, the Court ordered Steinberg Advisory Corp. to provide the services of Howard Steinberg ("**Steinberg**") to act as chief restructuring officer ("**CRO**") of GreenSeal as an officer of the Court. The Court then terminated the role of Steinberg as Information Liaison as of the date of the Order.

D. The Conduct of the SISP and the Successful Bid for GreenSeal

51. Shortly before these CCAA Proceedings commenced, on June 13, 2024, Stoke issued a notice of application asking the Court to appoint PricewaterhouseCoopers Inc. ("**PwC**") as receiver of certain assets of GreenSeal. On June 26, 2024, YNCU also issued a notice of application asking the Court to appoint PwC as receiver of certain assets of GreenSeal.

52. Following these receivership applications, on July 9, 2024, the Court was asked to choose between granting the applications or permitting GreenSeal to continue in these CCAA Proceedings to benefit from the SISP. Justice Penny elected to give GreenSeal "one shot" at its proposal under the CCAA, while being kept on a short leash and with the ability of the secured creditors to renew their receivership applications. The Court adjourned *sine die* the receivership applications.

53. On July 26, 2024, the Court granted the SISP Approval Order, authorizing the Monitor to undertake a sale and investment solicitation process for the sale of the Applicants' property, assets and undertakings (the "**Property**") and/or its business (the "**Business**").

54. Following the SISP Approval Order, the Applicants and the Monitor worked extremely hard and broadly canvassed the market to find parties interested in GreenSeal's Business and Property. The details of the SISP process and the efforts made by the Monitor and the Applicants are set out at paragraphs 57 to 67 of the Ninth Cervi Affidavit, excerpted here for convenience:

> 57. Since the date of the SISP Approval Order, the Applicants and the Monitor have worked extremely hard and broadly canvassed the

market to find parties interested in the Applicants' business and assets. I understand from the Monitor that it considered its involvement in the Applicants' SISP much more robust than usual, particularly given the absence of a sales advisor.

58. The SISP was intended to solicit interest for the sale of all or part of the Applicants' Business and/or Property. The SISP provided the Applicants with the latitude to pursue both asset ands share transactions and/or any combination thereof. Further, it preserved the option of marketing AgMedica and GreenSeal as opportunities to be considered both separately or *en bloc*.

59. The SISP also contemplated that any party or parties holding a valid, enforceable, and properly perfected security interest in the Property or Business (the "**Credit Bidder(s)**") could, subject in all respects to such party's compliance with the SISP Procedures, credit bid the amount of debt secured by such lien ("**Credit Bid(s)**") as part of any transaction contemplated by the SISP Procedures; provided, that such transaction would also provide for the indefeasible and irrevocable repayment in full in cash on the date of closing of any such transaction of any and all obligations:

(a) owing to the DIP Lender as may be allocated to such party's security and collateral;

(b) owing pursuant to any charges granted by the Court in the CCAA Proceedings as may be allocated to such party's security and collateral; and

(c) secured by a security interest in the Property or Business that is to be acquired under such transaction that is senior to the security interest held in such Business by the Credit Bidder(s) unless the holder or agent of any such senior security interest otherwise agrees.

60. Subject to confirmation from the DIP Lender, AgriRoots, the Information Liaison, YNCU and Stoke (the "**Consultation Parties**") that they did not wish to participate in the SISP, or in certain cases, exercise their right to Credit Bid, the SISP provided certain consultation rights to the Consultation Parties in respect of:

(a) determining whether a Potential Bidder is a Qualified Bidder;

(b) determining whether bids by Qualified Bidders constitute Qualified Bids; and

(c) reviewing and evaluating Qualified Bids and identifying the Successful Bidder(s).

61. However, the DIP Lender and Stoke each put forward a bid by the LOI Deadline and accordingly did not receive copies of, or information about, the competing bids. Each of the Consultation Parties was nonetheless involved in the SISP by way of discussions with management and prospective bidders about the structuring of such bids and other relevant terms pertinent to consummating a transaction.

62. The SISP contemplated the following milestones, among others, each of which could be modified by the Monitor as permitted in the SISP:

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

Notice and Teaser Letter

63. Pursuant to the SISP, the Applicants, with the assistance of the Monitor:

(a) prepared an initial list of persons who may have an interest in the Opportunity, which contained in excess of 100 persons (the "**Known Potential Bidders**");

(b) published a notice of the SISP (the "**Notice**") in the Globe and Mail (National Edition) on August 13, 2024;

(c) issued a press release setting out the information contained in the Notice on July 29, 2024 (a copy of the press release is attached hereto as Exhibit "G"); and

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

64. The Applicants and Monitor canvassed the market and made the best efforts to obtain potential bids for all or part of the Applicants' Property, undertaking the following activities:

(a) sent the Teaser Letter to the over 100 Known Potential Bidders and other parties;

(b) received executed NDAs from 15 Potential Bidders and provided each of these parties with access to the virtual data room facilitated by the Monitor for purposes of the SISP;

(c) engaged in phone calls and meetings almost daily to answer questions or engage in negotiations with Potential Bidders; and

(d) conducted tours with five parties at the Chatham and Stratford facilities.

65. The Consultation Parties were provided the list of Known Potential Bidders and suggested additional strategic, investors and other potential purchasers who were also provided the Teaser and NDA. The list of Known Potential Bidders also included potentially interested parties domestically and overseas.

LOIs and Bids Received

<u>*Non-Binding LOIs*</u>

66. Ultimately, the Applicants received four non-binding Letters of Intent ("**Non-binding LOI**") by the LOI Deadline of September 6, 2024. All the Non-binding LOIs proposed to structure the Transaction as a sale of shares in one or more subsidiaries of Atlas

> and an assumption of certain assets and liabilities of the acquired entities.
>
> 67. The details of all the received LOIs and Qualified Bids are contained in the Fourth Confidential Cervi Affidavit. […]

55. The SISP resulted in multiple non-binding LOIs for GreenSeal from three bidders by the LOI Deadline of September 6, 2024. The details of all the received LOIs are contained in the Fourth Confidential Cervi Affidavit.

56. Pursuant to the SISP, the deadline for receiving Qualified Bids (i.e., binding bids) was September 19, 2024, at 5:00 pm. The Monitor received only one Qualified Bid and that Qualified Bid did not propose to acquire GreenSeal. In other words, on the Bid Deadline, there were no bids for GreenSeal.

57. The GreenSeal directors and officers made substantial efforts after September 19, 2024 to encourage two bidders to come back to the process. These two bidders were involved in process to the very end trying to purchase GreenSeal.

Successful Bid for GreenSeal

58. The Applicants received the Binding LOI dated October 12, 2024 from Brick Ponds Inc. (the Purchaser), which was generated as a result of the SISP. The Purchaser agreed to acquire all of the outstanding shares in the capital of GreenSeal.

59. A redacted copy of the Binding LOI is attached hereto as **Exhibit "B"**, with its key terms summarized below:

Key Terms	**Binding LOI**
Purchaser	Brick Ponds Inc.

Key Terms	Binding LOI
Purchased Entity	GreenSeal
Excluded Entities	The Transaction does not include Atlas or any other assets of Atlas, including but not limited to: • Cambrosia, including its subsidiaries; • any Israeli assets; • Atlas Biotechnologies Inc. and its subsidiary, • Nursery, or • AgMedica and its subsidiaries.
Retained Secured Creditors	• YNCU Loan (although on newly negotiated terms). • Stoke will receive a payment on Closing in the amount of $460,000, as well as the Deferred Stoke Payments ($300,000 payable in 12 equal monthly payments after the Closing).
Excluded Secured Creditors	GreenSeal Excise Tax Liability as secured by the Excise Lien
Transaction Structure	The proposed Transaction will be structured either as a purchase of the issued and outstanding shares in the capital of GreenSeal or a subscription for and issuance of new shares in the capital of GreenSeal (in either case, the "**Purchased Shares**") along with a cancellation of all existing shares in GreenSeal, in either case by way of a Court-approved reverse vesting order transaction, whereby the Purchased Shares, which will constitute all of the issued and outstanding shares in the capital of GreenSeal at Closing, will be vested in the proposed Purchaser free and clear of all encumbrances.
Key Conditions to Closing	These include: • Those customary conditions as to corporate existence and ability to enter into the Transaction; • Court approval and issuance of a Vesting Order in form and substance satisfactory to the proposed Purchaser; and • Vacating the Excise Lien registered by the CRA against title to GreenSeal's real property.

Key Terms	Binding LOI
Other	The proposed Purchaser will determine if it wishes to extend an offer of employment to any of GreenSeal's employees. To the extent that the proposed Purchaser does not offer employment to any such employees or if any such offer is rejected, the accrued vacation and unpaid wages shall be a liability of GreenSeal, assumed by the proposed Purchaser.

60. The parties are working to finalize a Subscription Agreement and will serve and file a supplemental affidavit with a redacted version of that Agreement before the motion.

RELIEF SOUGHT UNDER THE APPROVAL AND REVERSE VESTING ORDER

A. Approval of the ARVO

61. Pursuant to the SISP, the Applicants seek the Court's approval of the approval and reverse vesting order (the "**ARVO**") at a motion to be heard on October 29, 2024.

62. The Transactions have been structured in the form of "reverse vesting" transactions. Essentially, instead of providing for a traditional asset sale transaction where all purchased assets are purchased and transferred to the Purchaser on a "free and clear" basis and all excluded assets, excluded contracts and excluded liabilities remain with the debtor company, the Transactions provide for a share transaction whereby, as described above, the Purchaser will acquire the Business and assets on a "free and clear" basis.

63. As described above and further in this part, these Transactions are appropriate and necessary in the circumstances because, *inter alia*, (i) the Transactions are the result of the conduct of the Court-approved and robust SISP that broadly canvassed the market of parties interested in GreenSeal's Business and assets, (ii) GreenSeal holds cannabis and excise licenses that are difficult to transfer or are non-transferable, (iii) the Transactions are supported by the secured creditors of GreenSeal – YNCU and Stoke, and (iv) the Transactions represent the best possible

outcome for GreenSeal and are in the best interests of all its stakeholders including creditors, employees, vendors and customers.

Transactions are in the Interest of the Secured Creditors

64. The YNCU Loan will remain in place, albeit pursuant to new terms negotiated with the proposed Purchaser, ensuring payment of a significant secured creditor. According to a payout statement dated October 1, 2024, an estimated $5,265,986.30 of the YNCU Loan is still owing. In addition, Stoke will receive aggregate payments of $760,000 from YNCU and the proposed Purchaser.

65. I understand that the terms of the transaction are acceptable to YNCU and Stoke, and were negotiated with their direct involvement.

Going Concern Outcome is in the Interests of Employees, Vendors and Customers

66. The proposed Transactions will result in a going-concern outcome that will be beneficial to multiple stakeholders, including:

(a) **Employees** – the potential for many of GreenSeal's approximately 57 employees to preserve their employment. As stated in the Binding LOI, the proposed Purchaser will determine if it wishes to extend an offer of employment to any of GreenSeal's employees. To the extent that the proposed Purchaser does not offer employment to any such employees or if any such offer is rejected, the accrued vacation and unpaid wages shall be a liability of GreenSeal, assumed by the proposed Purchaser;

(b) **Vendors** – a substantial number of GreenSeal's suppliers of goods and services being able to maintain their business relationships with GreenSeal; and

(c) **Customers** – continuity of supply in provinces where GreenSeal has distribution operations which play a critical part in the provincial supply chain.

RVO is Necessary Due to the Cannabis and Excise Licenses

67. It is necessary to use an RVO structure to permit the proposed Purchaser to acquire the GreenSeal Business and assets because GreenSeal operates in a highly regulated environment in accordance with the *Cannabis Act,*[3] *Cannabis Regulations*[4] and applicable provincial legislation.

68. Among other things, the government has established rules regarding how cannabis can be sold, how retail stores must be operated, where such stores can be located and who is allowed to sell cannabis. GreenSeal holds various licences issued by the CRA and Health Canada. These licenses would require re-issuance to a purchaser if an asset transfer was implemented.

69. GreenSeal's licences include the GreenSeal Cannabis Licence from Health Canada in respect of the Stratford Facility and the GreenSeal Excise Licence from the CRA.

70. Under a traditional asset sale transaction structure, the above licences are difficult to transfer to a purchaser and, to the extent that such transfer is even possible, the steps required to proceed with such transfer will likely result in additional delays, costs and uncertainty.

71. Additionally, if an asset transfer was implemented, GreenSeal would require consents to assign, re-establish or enter into new arrangements with respect to various other commercial counterparties, including:

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[3] S.C. 2018, c. 16.

[4] SOR/2018-144.

(a) contracts with certain provincially operated cannabis distributors;

(b) contracts with certain licensed cannabis producers;

(c) contracts with certain suppliers of strategic data sources;

(d) intellectual property which would require re-recording and registration of the names and assignment;

(e) leases with certain lessees; and

(f) contracts with certain premises security and other service providers, whose services are required to maintain the applicable licenses and permits under the applicable cannabis laws.

B. Approval of the Releases

General Release

72. Like the ARVO sought and approved in respect of the AgMedica transaction, the ARVO sought herein provides for releases for various parties, effective as of filing of the Monitor's Closing Certificate following the closing of the Transactions (the "**Releases**"). These Releases include releases of, among others, the current directors, officers, employees, consultants, legal counsel and advisors to ResidualCo (the "**Released Parties**").

73. The Releases include releases of, among others, (a) the current directors, officers, employees, consultants, legal counsel and advisors of the Applicants; (b) the Purchaser and its legal counsel and their respective current directors, officers, partners, employees, consultants, advisors and assignees; (c) the Monitor and its legal counsel and their respective current directors, officers, partners, employees, consultants and advisors; and (d) Steinberg Advisory Corp. and its

respective current directors, officers, partners, employees, consultants and advisors, including Howard Steinberg (collectively, "**Steinberg**" and the Persons listed in (a), (b), (c), and (d) being collectively, the "**Released Parties**").

74. The Releases sought are limited to releasing the Released Parties from, among others, all present and future liabilities, claims and obligations arising in connection with or relating to the CCAA Proceedings or any matters relating to GreenSeal, the Subscription Agreement, the consummation of the Transactions, and/or any closing document, agreement, document, instrument, matter or transaction involving GreenSeal arising in connection with or pursuant to any of the foregoing (collectively, the "**Released Claims**").

75. The ARVO also provides for releases of other parties effective upon the filing of the Monitor's Closing Certificate, YNCU, in its capacity as mortgagee, and the Purchaser (collectively, the "**Other Released Parties**").

76. The Releases of the Other Released Parties are limited to releasing the Other Released Parties from, among others, all present and future liabilities, claims and indebtedness, 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 the ARVO 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 Entity arising in connection with or pursuant to any of the foregoing (collectively, the "**Other Released Claims**").

D&Os Release

77. Like the ARVO sought and approved in respect of the AgMedica transaction, the ARVO provides for, effective upon the filing of the Monitor's Closing Certificate, the current directors and officers of GreenSeal as well as Corey Hamilton (collectively, the "**Released D&Os**" and each a "**Released D&O**"). The Releases of the Released D&Os are limited to releasing them from any and all claims, including but not limited to claims for unpaid 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 Entity, the business, operations, assets, property and affairs of the Purchased Entity and the Purchased Entity and/or these CCAA proceedings (collectively, the "**D&O Released Claims**").

78. The Releases of the Released D&Os do not 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 an Insured Claim (as hereinafter defined).

79. The Releases are being sought to achieve certainty and finality for the Released Parties, Other Released Parties and Released D&Os in the most efficient and appropriate manner given the circumstances. The Releases are critical to the restructuring of the Atlas Ontario Group and necessary to ensure the Transactions close.

80. The Released D&Os are current and former directors of GreenSeal who have made significant and material contributions in connection with the CCAA Proceedings and Transactions, which, as previously discussed, will allow GreenSeal to continue its operations as a going concern. For instance, as set out in the Ninth Cervi Affidavit, during the SISP, among other efforts, the directors engaged in phone calls and meetings almost daily to answer questions or engage in negotiations with Potential Bidders and conducted tours with five parties at the Chatham and Stratford facilities. In addition, the former director (Corey Hamilton) is an employee and contributed to these CCAA Proceedings in that capacity.

81. As detailed in the Ninth Cervi Affidavit, in the SISP Approval Order made on July 26, 2024, the Court approved the Key Employee Retention Plan ("**KERP**") of the Applicants to facilitate and encourage the continued participation of certain executives, senior management and key employees of the Applicants required to guide the Applicants through these CCAA Proceedings and the SISP and preserve value for stakeholders. The Purchaser in the proposed Transactions did not offer sufficient consideration for payments to be made under the KERP. The current directors and Mr. Hamilton will thus not receive the benefit of KERP payments. As such, given their substantial efforts to support the SISP, a release is appropriate.

Directors and Officers Excise Tax Release

82. As discussed above, the ARVO seeks Releases of the Released D&Os, which would include releases from the GreenSeal Excise Tax Liability, subject to certain exclusions.

83. The GreenSeal Excise Tax Liability totals $2,775,839.

84. I understand that Directors and Officers may be liable for excise tax not paid during their tenure. The following chart shows the tenure of the relevant Directors and Officers of GreenSeal:

Director/Officer	Designation	Date of Appointment	Date of Resignation
Bernie Yeung	Director	May 31, 2023	Current
Jason Cervi	Director	May 31, 2023	Current
Corey Hamilton	President	January 22, 2016	March 13, 2024

85. As shown in the chart below, the GreenSeal Excise Tax Liability is distributed to the Directors and Officers of GreenSeal according to their respective tenures. I understand that director's liability for excise tax arrears is joint and severable, hence the right-end column of the chart represents the maximum exposure for each Director.

Director/Officer	Amount Divided Evenly	Maximum Exposure
Bernie Yeung	$1,070,875	$2,775,839
Jason Cervi	$1,070,875	$2,775,839
Corey Hamilton	$634,089	$1,902,267

86. Based on GreenSeal's current liquidity and the terms of the Binding LOI, GreenSeal will not have sufficient funds to satisfy the GreenSeal Excise Tax Liability.

87. The ARVO sought herein provides for Releases of the Directors and Officers for pre-filing claims including in connection with the GreenSeal Excise Tax Liability. The proposed Released D&Os, as discussed previously, are not released from 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 an Insured Claim.

88. The Directors and Officers are insured under two insurance policies: Berkly Insurance Company, policy number BC09331-2400, and Victor Canada, policy number DO-609056.

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

C. Extension of the Stay Period and Enhanced Powers of the Monitor

90. The Applicants seek an extension of the Stay Period until the CCAA Termination Time, which will be when the Monitor files an executed certificate, substantially in the form attached to the Monitor's Enhanced Powers & CCAA Termination Order, certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed (the "**Monitor's Termination Certificate**").

91. The Applicants have acted, and continue to act, in good faith and with due diligence to communicate with all stakeholders. The extension of the Stay Period is necessary and appropriate to provide the Applicants with continued breathing space while they attempt to maximize value for the benefit of their stakeholders through the CCAA Proceedings by, among other things, concluding the Transactions.

92. The Monitor, the Applicants, and their respective affiliates, partners, employees, advisors and agents, will need time to properly and diligently work to close the Transactions and attend to administrative matters including the winding-up and/or dissolution of the Applicants, including ResidualCo.

93. In conjunction with such administrative matters and the conclusion of these CCAA proceedings, I understand that the Monitor is seeking enhanced powers, which include, among other things, the exercise of any powers of the board of directors of Atlas Global Brands Inc., 8050678 Canada Inc., Tavivat Naturals Inc., Wellworth Health Corp and 2650751 Alberta Ltd. (the "**Remaining Applicants**") and the ability to cause the Remaining Applicants to perform such functions as the Monitor considers necessary to the winding-down and liquidation of the Applicants, as applicable.

94. I do not believe any creditor will suffer material prejudice as a result of the extension of the Stay Period. The Applicants' stakeholders will benefit from the extension of the Stay Period, particularly the closing of the Transactions.

D. CCAA Termination

95. Upon the closing of the AgMedica and GreenSeal Transactions, each of the other Remaining Applicants, including Residual Co, will have no material assets and conduct no or nominal business activity. The only remaining matter in these CCAA Proceedings will be to conduct the orderly and efficient wind-up of the Remaining Applicants' estates.

96. The proposed Enhanced Monitor's Powers & CCAA Termination Order authorizes the Monitor to, among other things, terminate these proceedings effective upon the filing of the Monitor's Termination Certificate, to make an assignment in bankruptcy from and after the CCAA Termination Time, and to fund a reasonable reserve to the bankruptcy estates for the administration

of the bankruptcies. As the Remaining Applicants have no business or material assets, it is not expected that there will be funds available for distribution to creditors in the bankruptcies. EY is prepared to act as Trustee of the Remaining Applicants.

97. To reduce the costs of the bankruptcy process and to facilitate the orderly administration of the bankruptcy estates, the proposed order authorizes the Monitor to procedurally consolidate the bankruptcies (the "**Consolidated Proceedings**"). The Consolidated Proceedings will allow for, among other things, one notice, one mailing to all creditors of the Remaining Applicants and one creditors' meeting**.** The Consolidated Proceedings will be more efficient and reduce costs in the bankruptcy proceedings.

98. Pursuant to the proposed Enhanced Monitor's Powers & CCAA Termination Order, effective as of the CCAA Termination Time, EY shall be discharged as Monitor (provided that, notwithstanding its discharge as Monitor, EY shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time) and the Court-ordered charges granted in these proceedings will be terminated and released.

99. The Monitor supports the relief sought within the Enhanced Monitor's Powers & CCAA Termination Order.

CONCLUSION

100. For the reasons set out herein, the Atlas Ontario Group respectfully requests that this Court grant the ARVO and the Monitor's Enhanced Powers & CCAA Termination Order.

101. 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 24, 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

a Commissioner, etc., Province of Ontario,
While a Student-at-Law
Expires May 1, 2026

Jason Cervi

TAB A

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 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

MEGAN D'NELLE STEWART,
a Commissioner, etc., Province of Ontario,
While a Student-at-Law
Expires May 1, 2026

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Trevor Courtis
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Assistant: Emilia Moon-de Kemp
Direct Line: 416-601-7592
Email: emoondek@mccarthy.ca

October 15, 2024

Via Email

Edward Park
Attorney General of Canada
Department of Justice - Insolvency Unit
Ontario Regional Officer, Tax Law Section
Suite 400
120 Adelaide Street West
Toronto, Ontario M5H 1T1

Re: GreenSeal Cannabis Company, Ltd.

We are counsel to Ernst & Young Inc., in its capacity as the court-appointed monitor (the "**Monitor**") of GreenSeal Cannabis Company, Ltd. ("**GreenSeal**) and others in their proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**") bearing Court File No. CV-24-00722386-00CL (the "**CCAA Proceedings**").

The Third Amended and Restated Initial Order issued in the CCAA Proceedings and dated July 9, 2024 (the "**TARIO**") (i) stays any government body or agency from exercising any rights or remedies against GreenSeal, and (ii) prohibits anyone from discontinuing any licence held by GreenSeal:

> **NO EXERCISE OF RIGHTS OR REMEDIES**
>
> 15. **THIS COURT ORDERS** that <u>during the Stay Period, all rights and remedies of any</u> individual, firm, corporation, <u>governmental body or agency</u>, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") <u>against or in respect of the Applicants</u> or the Monitor, or their respective employees and representatives acting in such capacities, <u>or affecting the Business or the Property, are hereby stayed and suspended</u> except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

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

The TARIO prohibits the CRA from discontinuing GreenSeal's excise licence. GreenSeal is current on all of its excise taxes since the CCAA Proceedings were commenced on June 20, 2024.

The Monitor understands that, in light of the above provisions, the CRA has agreed to extend GreenSeal's excise licence to November 16, 2024. The purpose of this letter is to document the Monitor's understanding in this regard. The Monitor trusts that if the CRA wishes to take any action in relation to the GreenSeal excise licence or exercise any rights or remedies in relation to GreenSeal, it will bring a motion on notice to all parties seeking leave to do so, as required by the TARIO.

As you know, GreenSeal is currently pursuing a transaction that the Monitor hopes will see it emerge from the CCAA Proceedings as a going concern prior to November 16, 2024. The Monitor and GreenSeal will continue to provide information related to the potential transaction as it becomes available.

Please do not hesitate to contact me should you wish to discuss.

Yours truly,

McCarthy Tétrault LLP

Per:

Trevor Courtis

c: Karen Fung, Greg Adams, Mike Bell
c: Mary Paterson, Justin Kanji

TAB B

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 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

MEGAN D'NELLE STEWART,
a Commissioner, etc., Province of Ontario,
While a Student-at-Law
Expires May 1, 2026

BINDING LETTER OF INTENT

This binding letter of intent ("**LOI**") sets forth the terms to be incorporated into a definitive acquisition agreement (together with all ancillary agreements, schedules and other related documents, the "**Purchase Agreement**") to be entered into by **CLIFF ZALUSKI, IN TRUST FOR A CORPORATION TO BE INCORPORATED AND WITHOUT PERSONAL LIABILITY** ("**Bidco**") to acquire all of the outstanding shares in the capital of **GREENSEAL CANNABIS COMPANY, LTD.** (the "**Acquisition Entity**") pursuant to the sale and solicitation process approved by the Ontario Superior Court of Justice (the "**Court**") in connection with the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") proceedings commenced by Atlas Global Brands Inc. ("**AGB**") and certain of AGB's direct and indirect subsidiaries including the Acquisition Entity (hereafter, the "**Transaction**").

1.	The proposed Transaction will be structured either as a purchase of the issued and outstanding shares in the capital of Acquisition Entity by Bidco from AGB or a subscription for and issuance to Bidco of new shares in the capital of Acquisition Entity (in either case, the "**Purchased Shares**") along with a cancellation of all existing shares in the Acquisition Entity, in either case by way of a Court-approved reverse vesting order transaction, whereby the Purchased Shares, which will constitute all of the issued and outstanding shares in the capital of the Acquisition Entity at Closing, will be vested in Bidco free and clear of all encumbrances. The parties shall enter into a binding Purchase Agreement reflecting the terms set out herein along with other representations, warranties conditions, covenants, indemnities and other terms that are customary and usual terms for a transaction of this nature that are not inconsistent with the terms set out herein.
2. Purchased Shares and Excluded Assets:	At the closing of the proposed Transaction (the "**Closing**"), Bidco will acquire the Purchased Shares, which will constitute all of the issued and outstanding shares of the Acquisition Entity and which will include all of the assets owned of Acquisition Entity *other than* those which Bidco elects to have transferred to residualco prior to Closing. The assets of the Acquisition Entity which Bidco elects, by notice to AGB, not to acquire (if any) will, as part of the reverse vesting order process, be vested into a separate corporation or other legal entity or creditor trust, with respect to which Bidco will have no interest, obligations or liabilities whatsoever
3. Other AGB Assets:	For clarity, the Transaction pertains only to the shares of the Acquisition Entity and does not include AGB itself or any other assets of AGB, including but not limited to: (1) Cambrosia Ltd. (including its subsidiaries); (2) any Israeli assets; (3) Atlas Biotechnologies Inc. and its subsidiary, (4) GreenSeal Nursery, Ltd. or (5) AgMedica BioScience Inc. and its subsidiaries.
[redacted]	[redacted]

[redacted]	
6. Representations and Warranties:	Representations and warranties given by AGB, Acquisition Entity and Bidco in the Purchase Agreement will include fundamental representations and warranties (valid existence, organization and good standing, due authorization, no conflicts or violations, qualification to carry on the business including validity of licences and permits) consistent with customary insolvency purchase and sale transactions in Ontario. Acquisition of the Purchased Shares will otherwise be on an "as-is, where-is" basis.

7.	Operation of the Business Prior to Closing	Except as contemplated by the CCAA proceedings, AGB shall cause the Acquisition Entity to continue to operate in the ordinary course and in a manner consistent with past practice until Closing which includes, without limitation, maintaining its properties and other assets in good working condition subject to normal wear and tear and not taking any steps outside of the ordinary course of business to deplete or encumber the Acquisition Entity's assets including, without limitation, its cash balances, accounts receivables, owned real property (including the property municipally known as 530 Wright Blvd, Stratford, Ontario (the "**Real Property**")), vehicles, equipment, intellectual property and plant genetics. During such period, any sales of inventory or transactions having a value separately or in the aggregate in excess of $10,000 shall require the prior written consent of Bidco, All accounts receivables of Acquisition Entity shall remain the property of Acquisition Entity and shall not be assigned, transferred or conveyed in any manner whatsoever, including being subject to any factoring arrangements, without the prior written consent of Bidco. Neither AGB nor the Acquisition Entity will enter into, terminate, assign, disclaim or amend any contract in whole or in part (including any brand licensing deals), terminate or fail to renew any licence or hire or terminate any executive without obtaining Bidco's prior written consent. In respect of Acquisition Entity, AGB shall provide weekly operating updates as well as daily cash balances and working capital updates, including rolling weekly cash flow forecasts to Bidco. BidCo will determine if it wishes to extend an offer of employment to any of the Acquisition Entity's employees. To the extent that BidCo does not offer employment to any such employees or if any such offer is rejected, the accrued vacation and unpaid wages shall be a liability of Acquisition Entity, assumed by Bidco.
8.	Conditions to Closing: Click or tap here to enter text.	Closing under the Purchase Agreement will be subject to the following conditions: (1) A Sale Approval and Reverse Vesting Order shall be issued by the Court in form and substance satisfactory to Bidco and AGB; (2) A Sale Approval and Vesting Order shall be issued by the Court in form and substance satisfactory to Bidco and AGB, vesting the Purchased Shares in Bidco; (3) Receipt of all required third party consents and regulatory approvals and/or notification procedures to complete the acquisition of the Purchased Shares or in the alternative in respect of contractual consents, a court order directing the assignment of purchased contracts or permitting change of control, as applicable; (4) Absence of laws or court orders prohibiting the Transaction; (5) Subject to Section 4, all indebtedness of the Acquisition Entity (other than the YNCU Debt and the Stoke Payments) shall have been extinguished or satisfied; (6) The YNCU Debt shall have been amended on the terms set out in Section 4; (7) Except in relation to the YNCU Debt and the Stoke Payments, the property and assets of the Acquisition Entity shall be free and clear of all

	encumbrances including, without limitation any mortgages, charges, pledges, security interests, liens, actions, claims, demands and equities of any nature whatsoever or howsoever arising and any rights or privileges capable of becoming any of the foregoing; (8) The lien registered by CRA against title to the real property owned by the Acquisition Entity shall have been vacated; (9) All security interests in, and charges on, the property and assets of the Acquisition Entity, save and except for that held by YNCU and Stoke, shall have been released and all registrations thereof shall have been discharged, save and except those which have been expressly approved in writing by Bidco in its sole discretion; (10) Stoke shall have entered into minutes of settlement with the Acquisition Entity, Bidco and YNCU on the terms set out in Section 4, and provided a full and final release in favour of both the Acquisition Entity and Bidco; (11) AGB shall have delivered to Bidco all books and records, keys, codes, passwords, manuals, standard operating procedures, site plans, licences and all other materials, information, items, documentation and records pertaining to the operation of the Acquisition Entity's business and ownership of its assets in order to enable BidCo to carry on Acquisition Entity's business in the ordinary course; (12) The representations and warranties given by AGB in the Purchase Agreement shall be true and correct; (13) AGB shall have delivered to Bidco all of the customary and typical corporate documents for a transaction of this nature (including but not limited to share transfers, resolutions, approvals, resignations and releases) as set out in the Purchase Agreement; (14) There shall not have been any Material Adverse Change to the Acquisition Entity, its assets or its business, where "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 of the Acquisition Entity, properties, assets, liabilities (contingent or otherwise), condition (financial or otherwise), operations or results of operations, other than those that result from or arise out of: (A) changes in general economic conditions or the cannabis industry, (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 or any pandemic or other epidemic, or (E) any change in law or its interpretation, administration or application or non-application; and (15) AGB and Acquisition Entity shall have complied and satisfied provisions of Section 7.
9. Timeline:	Execution of the Purchase Agreement shall take place as soon as practicable after acceptance of this LOI.

	The Closing date for the Transaction contemplated by the Purchase Agreement shall be as soon as practicable after all of the conditions to Closing have been satisfied or waived, but no later than October 25th, 2024 unless otherwise agreed to by the parties and approved by the Court (“**Closing Date**”).
10. Termination Rights:	Either party may terminate this LOI by providing a Notice of Termination, (i) in the case of Bidco , by e-mail to Howard Steinberg - howard@steinbergadvisory.ca and (ii) in the case of AGB or the Acquisition Entity by e-mail to Cliff Zaluski – cliff@sierraconstruction.ca: a. Following the Closing Date, if the Transaction has not closed prior thereto; and b. In the event the Court, or other court or governmental authority, takes action to restrain, enjoin or otherwise prohibit the sale of the Purchased Shares to Bidco which is not capable of appeal. This LOI shall automatically terminate upon the execution of the Purchase Agreement.
11. Confidentiality	The contents of this LOI and the proposed acquisition by Bidco are intended to be confidential and are not to be discussed with or disclosed to any third party except with the prior written consent of Bidco or AGB, as the case may be or as required by applicable law.
12. Fees and Expenses:	Subject to section 4, the parties agree to bear their own respective costs and expenses with respect to the negotiation, preparation and execution of this LOI and the Purchase Agreement, and all other documents entered into or delivered in connection therewith, and no party shall have any liability to the other for any such expenses.
13. Governing Law:	The LOI will be governed by, and interpreted in accordance with, the laws of the Province of Ontario.
14. Dispute Resolution:	All parties attorn to the exclusive jurisdiction of the Ontario Superior Court of Justice.

[***Signature page follows***]

****

If AGBagrees with the terms setforth above, anddesires to proceed with the proposed Transaction assetout herein, please sign this LOI , where indicated below, and return it to Cliff Zaluski by email (cliff@sierraconstruction.ca), no later than 11:59 p.m. (Eastern Time) on October 12, 2024, after which time, if not countersigned and returned by the Applicants, it will automatically terminate and be of no further force and effect.

October 12th, 2024

CLIFF ZALUSKI, IN TRUST FOR A CORPORATION TO BE INCORPORATED AND WITHOUT PERSONAL LIABILITY

****

Click or tap here to enter text.

The above terms are agreed to and accepted by the undersigned this 12th day of October, 2024.

ATLAS GLOBAL BRANDS INC.

Name: Jason Cervi
Title: Chief Financial Officer
I have authority to bind Atlas Global Brands Inc.

Witness (signature above)
Name (print):

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the settlement terms with Stoke and the amended terms of the YNCU Debt, both as set out in section 4 above, are agreed to and accepted by the undersigned this 12th day of October, 2024.

YOUR NEIGHBOURHOOD CREDIT UNION LIMITED

Name:
Title:
I have authority to bind the corporation.

Witness (signature above)
Name (print):

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the settlement terms set out in section 4 above are agreed to and accepted by the undersigned this 12th day of October, 2024.

STOKE CANADA FINANCE CORP.

Name:
Title:
I have authority to bind the corporation.

Witness (signature above)
Name (print):

Click or tap here to enter text.

TAB 3

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONORABLE	)	THURSDAY, THE 29TH
	)	
JUSTICE KIMMEL	)	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 subscription agreement to be executed on or around the date hereof (the "**Subscription Agreement**") between Atlas Global Brands Inc. ("**Atlas Global**"), GreenSeal Cannabis Company, Ltd. ("**GreenSeal**"), and Brick Ponds Inc. or its nominee (the "**Purchaser**") for the acquisition of GreenSeal (the "**Purchased Entity**") in the form as appended to the Twelfth Cervi Affidavit (as hereinafter defined, together with all other corporate proceedings and transactions set forth therein, the "**Transactions**"); (b) transferring and vesting all of the right, title and interest of the Purchased Entity in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (each as defined in the Subscription Agreement) to and in 2650751 Alberta Inc. ("**ResidualCo**"); (c) authorizing and directing GreenSeal to issue the Purchased Shares (as defined in the Subscription Agreement) and vesting in and to the Purchaser all right, title and interest in and to the Purchased Shares, free and clear of any Claims and Encumbrances (in each case, as hereinafter defined), subject to the applicable Transaction Regulatory Approvals (as defined in the Subscription Agreement); (d) terminating and cancelling all of the Existing Shares (as defined in the Subscription Agreement) of GreenSeal other than the Purchased Shares, for no consideration; (e) granting certain releases; (f) approving the fees and disbursements of the Monitor and its counsel, and approving the Fourth Report (as hereinafter defined) and the activities and conduct of the Monitor referred therein; (g) approving the sealing of the Fifth Confidential Cervi Affidavit (as hereinafter defined); and (h) granting certain ancillary relief, was heard by videoconference on October 29, 2024.

ON READING the Motion Record of the Applicants, including the Affidavit of Jason Cervi affirmed October 24, 2024 and Exhibits thereto (the "**Twelfth Cervi Affidavit**"), the confidential affidavit of Jason Cervi affirmed October ●, 2024 and Exhibits thereto ("**Fifth Confidential Cervi Affidavit**"), the Fourth Report of Ernst & Young Inc. ("**EY**") in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated October ●, 2024 (the "**Fourth Report**") and the affidavits of Karen Fung sworn October ●, 2024 and Trevor Courtis sworn October ●, 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 ● sworn October ●, 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, GreenSeal, and the Purchaser is hereby authorized and approved, with such minor amendments as the parties thereto may deem necessary with the approval of the Monitor. Atlas Global and GreenSeal 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 Shares to the Purchaser.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Purchased Entity to proceed with the Transactions, and that no shareholder or other consents or approvals shall be required in connection therewith, other than as contemplated by the applicable Transaction Regulatory Approvals.

5. **THIS COURT ORDERS** that upon the delivery of the Monitor's certificate (the "**Monitor's Closing Certificate**") to the Purchased Entity and the Purchaser 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 Entity's 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 12 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 Entity's 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 12 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 Entity and all of the Purchased Entity's assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate, including property held in trust for the Purchased Entity (the "**Purchased Entity's 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 Entity's Property are to be expunged and discharged as against the Purchased Entity's Property;

(d) fourth, in consideration for the Purchase Price, (i) GreenSeal shall issue the Purchased Shares to the Purchaser as fully paid and non-assessable shares, and all of the right, title and interest in and to the Purchased Shares shall vest absolutely in the Purchaser notwithstanding any deficiencies with respect to the corporate records or corporate proceedings of the Purchased Entity including in relation to the valid issuance of the Purchased Shares, Existing Shares or any other shares in the capital of the Purchased Entity; and (ii) the Purchased Entity's Property, other than the Excluded Assets and Excluded Contracts, will be retained by the Purchased Entity, 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 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 GreenSeal, or otherwise relating thereto, shall be deemed terminated and cancelled without consideration and the only shares of GreenSeal that shall remain shall be the Purchased Shares; and

(f) lastly, the Purchased Entity shall be deemed to cease being an Applicant in these CCAA Proceedings, and the Purchased Entity 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 Entity) shall continue to apply in all respects.

6. **THIS COURT ORDERS** that the Lien registered as Instrument No. PC221240, which was registered on March 26, 2024, as outlined on **Schedule "C"**, on title to the real property identified in **Schedule "D"** to this Order (the "**Real Property**") is vacated, expunged, and discharged, and that the Land Registrar for the Land Titles Division of Perth (No. 44) is directed

to discharge and delete the said Lien registered as Instrument Number PC221240 from PINs 53264-0120 (LT), 53264-0121 (LT), and 53264-0122 (LT), being PINs for the Real Property.

7. **THIS COURT ORDERS** that, from and after the Closing Time, any and all persons being the registered or beneficial owners of the Real Property 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 the Purchased Entity 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.

8. **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 shall not bind the Real Property.

9. **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.

10. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Purchased Entity and the Purchaser 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.

11. **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 Entity, the Purchased Entity's 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 Entity's Property and the Monitor and the Purchaser is hereby specifically authorized to discharge the registrations on the Purchased Entity's Property and the Excluded Assets, as applicable.

12. **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 5 hereof, including against the Purchased Entity, the Purchased Entity's Property and the Purchased 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.

13. **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 Entity or the Monitor, as the case may be, are authorized, permitted and directed to, at the Closing Time, disclose to the Purchaser, all human resources and payroll information in the Purchased Entity's records pertaining to past and current employees of the Purchased Entity. The Purchaser 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 Entity.

14. **THIS COURT ORDERS** that, at the Closing Time and without limiting the provisions of paragraph 5 hereof, the Purchaser, the Purchased Entity, 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 Entity, provided, as it relates to the Purchaser and the Purchased Entity, such release shall not apply to (a) Taxes in respect of the business and operations conducted by the Purchased Entity 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 Purchaser or the Purchased Entity (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

Entity. For greater certainty, nothing in this paragraph shall release or discharge any Claims against ResidualCo with respect to Taxes that are transferred to ResidualCo.

15. **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 the Purchased Entity is 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 Entity);

(b) the insolvency of the Purchased Entity or the fact that the Purchased Entity 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 the Purchased Entity arising from the implementation of the Subscription Agreement, the Transactions, or the provisions of this Order.

16. **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph 15 hereof shall waive, compromise or discharge any obligations of the Purchased Entity 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 Entity's or the Purchaser's right to dispute the existence, validity or quantum of any such Assumed Liability other than the obligations existing under or in connection with the YNCU Security Agreements and the Deferred Stoke Payments (each as defined in the Subscription Agreement), and (c) nothing in this Order or the Subscription Agreements shall affect or waive the Purchased Entity's or the Purchaser's rights and defenses, both legal and equitable, with respect to any Assumed Liability other than the obligations existing under or in connection with the YNCU Security Agreements and the Deferred Stoke Payments, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

17. **THIS COURT ORDERS** that from and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of the Purchased Entity then existing or previously committed by the Purchased Entity, or caused by the Purchased Entity, 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 the Purchased Entity (including for certainty, those contracts, or leases constituting the Purchased Entity's 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 15 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 the Purchased Entity or the Purchaser from performing their obligations under the Subscription Agreement, or be a waiver of defaults by the Purchased Entity or the Purchaser under the Subscription Agreement and the related documents.

18. **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 Entity, Purchased Entity's Property or the Purchaser 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.

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

(a) the nature of the Assumed Liabilities, as assumed by the Purchased Entity, 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 the Purchased Entity under or in respect of any Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have an Excluded Liability Claim against any Purchased Entity, 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 Purchased Entity prior to the Closing Time.

PAYMENTS AND DISTRIBUTIONS

20. **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 GreenSeal, consistent with the Implementation Steps and in accordance with the terms of the Subscription Agreement.

21. **THIS COURT ORDERS AND DIRECTS** that (i) the amount payable to Stoke by YNCU in the amount of $260,000, and (ii) the amount payable to Stoke by either GreenSeal or the Purchaser in the amount of $200,000 shall be paid to Stoke on the Closing Date.

22. **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 Entity 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 Shares in and to Purchaser, any payment of the CCAA Charge Amount and the Administrative Wind-down Amount, and any payments by or to the Purchaser, the Purchased Entity, 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 the Purchased Entity and/or ResidualCo and shall not be void or voidable by creditors of the Purchased Entity 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

23. **THIS COURT ORDERS** that nothing in this Order, including the release of the Purchased Entity from the purview of these CCAA Proceedings pursuant to paragraph 5(f) hereof, 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.

24. **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.

25. **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 Entity or ResidualCo or to have taken or maintained possession or control of the business or property of the Purchased Entity 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 Entity or ResidualCo within the meaning of any applicable Environmental Legislation and/or Cannabis Legislation (each as defined in the TARIO) or otherwise.

26. **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.

27. **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.

DISCHARGE OF THE CRO

28. **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, Steinberg Advisory Corp. in its capacity as court-appointed Chief Restructuring

Officer of GreenSeal (the "**CRO**") shall be discharged as CRO of GreenSeal and shall have no further duties, obligations or responsibilities as CRO from and after such time.

RELEASES

29. **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; (d) the Monitor and its legal counsel and their respective current directors, officers, partners, employees, consultants and advisors; and (e) Steinberg Advisory Corp. and its respective current directors, officers, partners, employees, consultants and advisors, including Howard Steinberg (collectively, "**Steinberg**" and the Persons listed in (a), (b), (c), (d) and (e) 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 GreenSeal, the Subscription Agreement, the consummation of the Transactions, and/or any closing document, agreement, document, instrument, matter or transaction involving 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) that arose in respect of Steinberg prior to its appointment as Information Liaison (subject to the protections afforded to Steinberg in the TARIO in its capacity as Information Liaison); (ii) for fraud or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA, (iii) against any current or former director or officer of 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, (iv) 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.

30. **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, YNCU, in its capacity as mortgagee, Stoke in its capacity as secured creditor, and the Purchaser, in its 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 Entity 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.

31. **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, the current directors and officers of the Purchased Entity as well as Corey Hamilton (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 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 Entity, the business, operations, assets, property and affairs of the Purchased Entity and the Purchased Entity 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

32. **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 Atlas Global Brands Inc. (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 the Purchased Entity 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 the Purchased Entity 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

33. **THIS COURT ORDERS** that the Fourth Report, 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.

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

35. **THIS COURT ORDERS** that the Monitor and its counsel shall not be required to pass their accounts for any fees incurred from and after October 11, 2024.

SEALING

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

CANADA REVENUE AGENCY STAY PERIOD LIMITATIONS AND SET OFF

37. **THIS COURT ORDERS** that the Stay Period shall not apply to GreenSeal for the limited purpose of allowing the Canada Revenue Agency or its representatives (collectively, the "**CRA**") to obtain certificates contemplated by 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 GreenSeal for unremitted excise taxes, provided that, at all times, the CRA shall have no recourse against GreenSeal with respect to any unremitted 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 126(2) of the EIA, executed and returned unsatisfied in whole for the purpose of the operation of section 83 of the EIA.

39. **THIS COURT ORDERS** that the Canada Revenue Agency's 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.

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 Purchaser shall be authorized to take all steps as may be necessary to affect the discharge of the Claims and Encumbrances as against the Purchased Entity, the Purchased Shares, and the Purchased Entity's 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.,
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 the Purchased Entity 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 Entity 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 Entity, 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 Entity 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 Entity, 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.

TAB A

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 ●, 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 Entity in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities be transferred and vested into and in ResidualCo; (ii) authorized and directed GreenSeal to issue the

Purchased Shares, and vested in and to the Purchaser all right, title and interest in and to the Purchased Shares, free and clear of any Claims and Encumbrances, subject to the applicable Transaction Regulatory Approvals; (iii) terminated and cancelled all of the Existing Shares of GreenSeal other than the Purchased Shares for no consideration which vesting, terminating and cancelling is to be effective upon the delivery by the Monitor to the Purchaser and the Purchased Entity of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Purchased Entity and the Purchaser 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 Entity and the Purchaser, 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:

TAB B

SCHEDULE B
PERMITTED ENCUMBRANCES

REAL PROPERTY

REAL PROPERTY GENERAL ENCUMBRANCES

With respect to the Stratford Facility (for the purposes of this Schedule B, the "Property")

1. Encumbrances for real property taxes (which term includes charges, rates and assessments, and other governmental charges or levies) or charges for electricity, power, gas, water and other services and utilities in connection with the Property that are not yet due and owing.

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. Restrictive covenants, private deed restrictions, and other similar land use controls or agreements.

4. Minor encroachments: (i) by any improvements on the Property over neighboring lands; and (ii) by improvements on neighboring lands over the Property which, in the aggregate, do not materially interfere with the use of the Property.

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

6. Any subsisting reservations, limitations, provisos, conditions or exceptions contained in the original grants of the Property from the Crown.

7. Any rights of expropriation (provided notice of same has not been issued on or prior to Closing), access, use or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario.

8. The provisions of all laws applicable to the Property, including, without limitation, all development and zoning by-laws (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, regulations, codes, ordinances and similar instruments.

9. 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:

1. Instrument Number R146418 – By-law designating an area of subdivision control;

2. Instrument Number PC142491 – Notice of Site Plan Agreement;

3. Instrument Number PC188369 – Charge registered in favour of Your Neighbourhood Credit Union Limited;

4. Instrument Number PC188370 – Notice of Assignment of Rents-General in favour of Your Neighbourhood Credit Union Limited; and

5. Instrument Number PC206378 – Notice amending Charge PC188369.

PPSA REGISTRATIONS

Secured Party	**Registration Number**	**Registration Period**	**Collateral Classification**
Your Neighbourhood Credit Union Limited	20220125 1403 1462 1190	05	Inventory Equipment Accounts Other Motor Vehicle Included
Stoke Canada Finance Corp.	20240320 1508 1793 5177	03	Inventory Accounts Other
Halton Autolease Inc.	20201216 1135 1562 9473	05	Consumer Goods Equipment Motor Vehicle Included
Valliant Financial Services Inc.	20230406 1733 1901 5880	05	Inventory Equipment Other Motor Vehicle Included
NFS Leasing Canada Ltd. Peoples United Bank, N.A. (“**NFS**”)[1]	20220425 1040 1793 6718	05	Equipment

[1] Subject to agreement with NFS in respect of the assignment of GreenSeal’s obligations under Master Lease Agreement 2022-0230 to the Purchaser.

TAB C

SCHEDULE C

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

1. Instrument Number PC221240 – Lien in favor of His Majesty the King in right of Canada as represented by the Minister of National Revenue.

TAB D

SCHEDULE D

LEGAL DESCRIPTION OF THE REAL PROPERTY

Firstly: Lot 27, Plan 44M38; City of Stratford (being all of PIN 53264-0120 (LT));

Secondly: Lot 28, Plan 44M38; City of Stratford (being all of PIN 53264-0121 (LT)); and

Thirdly: Lot 29, Plan 44M38; City of Stratford (being all of PIN 53264-0122 (LT)).

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

TAB 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 29TH
JUSTICE KIMMEL	)	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

(MONITOR'S ENHANCED POWERS & CCAA TERMINATION 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) expanding the Monitor's powers; (b) terminating these proceedings in respect of the Applicants that remain under the CCAA at the time that the Monitor files the Monitor's Termination Certificate (as hereinafter defined); (c) discharging Ernst & Young Inc. ("**EY**") as Monitor at the CCAA Termination Time (as hereinafter defined); (d) terminating the Charges (as defined in the TARIO) at the CCAA Termination Time; and (e) granting certain other relief, was heard by videoconference on October 24, 2024.

ON READING the Motion Record of the Applicants, including the Affidavit of Jason Cervi affirmed October 24, 2024 and Exhibits thereto (the "**Twelfth Cervi Affidavit**"), the confidential affidavit of Jason Cervi affirmed October ●, 2024 and Exhibits thereto ("**Fifth Confidential Cervi Affidavit**"), the Fourth Report of Ernst & Young Inc. ("**EY**"), in its capacity as the Court-appointed monitor of the Applicants dated October ●, 2024 (the "**Fourth Report**"), and the Approval and Reverse Vesting Order of the Honorable Justice Black dated October 7, 2024 (the "**AgMedica ARVO**"), 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 ● sworn October ●, 2024.

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Third Amended and Restated Initial Order dated July 9, 2024 (the "**TARIO**"), the AgMedica ARVO, the Approval and Vesting Order of this Court of even date herewith (the "**GreenSeal ARVO**", and together with the AgMedica ARVO and all other transactions set forth therein, the "**Transactions**") and the Twelfth Cervi Affidavit, as applicable.

MONITOR'S ENHANCED POWERS

3. **THIS COURT ORDERS** that, in addition to the powers and duties of the Monitor set out in the TARIO or any other Order of this Court granted in these CCAA proceedings, and without

altering in any way the obligations of Atlas Global Brands Inc., 8050678 Canada Inc., Tavivat Naturals Inc., Wellworth Health Corp and 2650751 Alberta Ltd. (the "**Remaining Applicants**"), the Monitor be and is hereby exclusively authorized and empowered, but not required, to:

(a) cause the Remaining Applicants to take any and all actions and steps, and execute all agreements, documents and writings, on behalf of, and in the name of, the Remaining Applicants in order to facilitate the performance of any of their obligations, including, without limitation, as contemplated by or in connection with the Transactions or any Order of this Court;

(b) exercise any powers which may be properly exercised by any board of directors of the Remaining Applicants;

(c) engage, retain, or terminate the services of, or cause the Remaining Applicants to engage, retain or terminate the services of any officer, employee, consultant, agent, representative, advisor, or other persons or entities, all under the supervision and direction of the Monitor, as the Monitor, in its sole opinion, deems necessary or appropriate to assist with the exercise of its powers and duties;

(d) cause the Remaining Applicants to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down or liquidation of the Remaining Applicants, the distribution of any proceeds of the Remaining Applicants' Property, or any other related activities, including in connection with terminating these CCAA proceedings;

(e) exercise any shareholder, partnership, joint venture or other rights of the Remaining Applicants;

(f) have access to all books and records that are the property of the Remaining Applicants in the possession or control of the Remaining Applicants or their subsidiaries;

(g) assign the Remaining Applicants, or cause the Remaining Applicants to be assigned, into bankruptcy, and the Monitor shall hereby be entitled but not obligated to act as a trustee of the Remaining Applicants in any such bankruptcy;

(h) cause the dissolution or winding-up of any of the Remaining Applicants;

(i) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the Remaining Applicants (including any governmental authority) in the name of or on behalf of the Remaining Applicants;

(j) act as an authorized representative of the Remaining Applicants in respect of dealings with any Taxing Authority, and the Monitor shall hereby be entitled to execute any appointment or authorization form on behalf of the Remaining Applicants that a Taxing Authority may require in order to confirm the Monitor's appointment as an authorized representative of the Remaining Applicants for such purposes; and

(k) apply to this Court for advice and directions or any further orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court, including for advice and directions with respect to any matter.

4. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order, the Monitor and its directors, officers, employees and representatives are not and shall not be or be deemed to be, directors, officers or employees of the Remaining Applicants.

5. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Remaining Applicants, or to have taken or maintained possession or control of the business or property of any of the Remaining Applicants, or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order) of any property of the Remaining Applicants within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

6. **THIS COURT ORDERS** that the Monitor shall not be liable for any employee-related liabilities of the Remaining Applicants, including any successor employer liabilities as provided for in Section 11.8(1) of the CCAA. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee related liabilities of the Remaining Applicants, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts.

7. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor and its legal counsel shall, subject to the terms of the Transactions, continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the TARIO and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in carrying out of the provisions of this Order and exercising any powers granted to it hereunder. Without limiting the generality of the foregoing in exercising any powers granted to it hereunder: (i) the Monitor shall not be deemed to have taken or maintained possession or control of the

Business or the Remaining Applicants' Property, or any part thereof; (ii) the Monitor shall be entitled to rely on the books and records of the Remaining Applicants without independent investigation; and (iii) the Monitor shall incur no liability or obligation as a result of exercising any powers granted to it hereunder, save and except for any gross negligence or wilful misconduct on its part.

8. **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 the Remaining Applicants within the meaning of any relevant legislation and that any distributions to creditors of the Remaining Applicants by the Monitor will be deemed to have been made by the Remaining Applicants.

9. **THIS COURT ORDERS** that the powers and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Remaining Applicants with respect to such matters and, 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.

TERMINATION OF CCAA PROCEEDINGS & DISCHARGE OF THE MONITOR

10. **THIS COURT ORDERS** that upon filing by the Monitor of an executed certificate substantially in the form attached hereto as **Schedule "A"** (the "**Monitor's Termination Certificate**") certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed, these CCAA proceedings shall be terminated without any further act or formality (the "**CCAA Termination Time**"), save and except as expressly provided in this Order, and provided that nothing herein impacts the validity

of any Orders made in these CCAA proceedings or any actions or steps taken by any Person in connection therewith.

11. **THIS COURT ORDERS** that the Monitor shall file a copy of the Monitor's Termination Certificate with the Court and post a copy of the Monitor's Termination Certificate on the case Website maintained by the Monitor as soon as is practicable following the CCAA Termination Time.

DISCHARGE OF MONITOR

12. **THIS COURT ORDERS** that effective at the CCAA Termination Time, EY shall be and is hereby discharged from its duties as Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time; provided that, notwithstanding its discharge as Monitor, EY shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required or appropriate (collectively, the "**Monitor Incidental Matters**"). In completing any such Monitor Incidental Matters, EY and its advisors shall continue to have the benefit of the provisions of all Orders made in these CCAA proceedings and all protections under the CCAA, including all approvals, protections and stays of proceedings in favour of EY in its capacity as Monitor, and nothing in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor pursuant to any Order issued in these CCAA proceedings.

13. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and EY shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the TARIO,

or any other Order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with the Monitor Incidental Matters and any other actions taken by EY following the CCAA Termination Time with respect to the Remaining Applicants or these CCAA proceedings.

TERMINATION OF PRIORITY CHARGES

14. **THIS COURT ORDERS** that each of the Charges shall be and are hereby terminated, released and discharged at the CCAA Termination Time without any further act or formality.

BANKRUPTCY

15. **THIS COURT ORDERS** that, from and after the CCAA Termination Time, (a) each of the Remaining Applicants are hereby authorized to make an assignment into bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 ("**BIA**"); (b) the Monitor is hereby authorized and empowered (if necessary, as a Monitor Incidental Matter), to file any such assignment in bankruptcy for and on behalf of any of the Remaining Applicants, and to take any steps incidental thereto; and (c) EY is hereby authorized and empowered, but not required, to act as trustee in bankruptcy (the "**Trustee**") in respect of any of the Remaining Applicants, and to fund reasonable retainers to any such Trustee from the Administrative Wind-Down Amount (as defined in the Subscription Agreements for the Transactions).

16. **THIS COURT ORDERS** that the Trustee shall be and is hereby authorized to administer the bankruptcy estates as if such estates were in respect of a single bankrupt for the purposes of carrying out its duties and responsibilities as trustee under the BIA (the "**Consolidated Proceedings**"), including, without limitation:

(a) administering the bankruptcy estates of the Remaining Applicants under a single court file number and title of proceeding;

(b) sending a notice of the first meeting of creditors (the "**Notice**") in the manner prescribed by section 102 of the BIA by sending a consolidated Notice for all of the Remaining Applicants to accompany the Notice set out in subsection 102(2) of the BIA;

(c) convening meetings of creditors and inspectors in the bankrupt estates of the Remaining Applicants through one combined advertisement and conducting such meetings jointly provided that the results of any creditors' vote shall be separately tabulated for each such bankrupt estate;

(d) using a consolidated form of proof of claim that directs creditors to identify the bankrupt estate in which a claim is made for voting and for distribution purposes;

(e) maintaining a consolidated bank account with respect to the Remaining Applicants' respective bankruptcy estates;

(f) issuing consolidated reports in respect of the bankruptcy estates of the Remaining Applicants;

(g) performing a consolidated making, filing, advertising and distribution of all filings and notices in the bankrupt estates of the Remaining Applicants required under the BIA; and

(h) appointing a single group of inspectors to be the inspectors for the consolidated bankruptcy estates of the Remaining Applicants.

17. **THIS COURT ORDERS** that the Consolidated Proceedings are not a substantive consolidation of the bankrupt estates of the Remaining Applicants and will automatically terminate if the Trustee is replaced as licensed insolvency trustee of any, but not all, of the estates of the Remaining Applicants.

18. **THIS COURT ORDERS** that the Consolidated Proceedings do not:

(a) affect the separate legal status of the corporate structure of the Remaining Applicants;

(b) cause any of the bankrupt estates of the Remaining Applicants to be liable for any claim for which it is otherwise not liable, or cause any of the Remaining Applicants to have any interest in any asset which it otherwise would not have; or

(c) affect the bankrupt estates of the Remaining Applicants filing obligations under the BIA.

EXTENSION OF THE STAY PERIOD

19. **THIS COURT ORDERS** that that the Stay Period be and is hereby extended to the CCAA Termination Time.

GENERAL

20. **THIS COURT ORDERS** that, for the avoidance of doubt, all of the powers, rights and protections of the Monitor specified herein shall be construed so as to refer to powers, rights and protections in respect of the Remaining Applicants.

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

22. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America to give effect to this Order and to assist the Remaining Applicants, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such

assistance to the Remaining Applicants 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 Remaining Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

23. **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.

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

MONITOR'S ENHANCED POWERS &

CCAA TERMINATION ORDER

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Lawyers for the Applicants

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

MONITOR'S TERMINATION CERTIFICATE

RECITALS

1. 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. ("**Atlas Global**"), GreenSeal Cannabis Company, Ltd. ("**GreenSeal**"), GreenSeal Nursery, Ltd. ("**Nursery**") , AgMedica BioScience Inc. ("**AgMedica**"), 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**").

2. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Monitor's Enhanced Powers & CCAA Termination Order dated October 24, 2024 (the "**CCAA

Termination Order"), the Approval and Reverse Vesting Order of the Honorable Justice Black dated October 7, 2024 (the "**AgMedica ARVO**") and the Approval and Reverse Vesting Order of the Honorable Justice Penny dated October 24, 2024 (the "**GreenSeal ARVO**"), as applicable.

3. Pursuant to the terms of the AgMedica ARVO, AgMedica and Nursery ceased to be Applicants in these CCAA proceedings and ResidualCo was added as an Applicant in these CCAA proceedings.

4. Pursuant to the terms of the GreenSeal ARVO, GreenSeal ceased to be an Applicant in these CCAA Proceedings.

5. Pursuant to the CCAA Termination Order, among other things, EY shall be discharged as Monitor of the Remaining Applicants and these CCAA proceedings shall be terminated upon the service of this Monitor's Termination Certificate on the service list in these CCAA proceedings, all in accordance with the terms of the CCAA Termination Order.

THE MONITOR HEREBY CERTIFIES the following:

To the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed.

ACCORDINGLY, the CCAA Termination Time (as defined in the CCAA Termination Order) has occurred as of the date and time set out below.

DATED at Toronto, Ontario at _____________ this ___________ day of _______________, 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:

TAB 5

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONORABLE	)	~~FRIDAY~~THURSDAY, THE ~~4TH~~29TH
	)	
JUSTICE ~~BLACK~~KIMMEL	)	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 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**"~~Cannabis Company, Ltd. ("**GreenSeal**"), and Brick Ponds Inc. or its nominee (the "**Purchaser**") for the acquisition of ~~AgMedica, Nursery and FacilityCo (collectively,~~ GreenSeal (the "**Purchased ~~Entities~~Entity**") in the form as appended to the ~~Tenth~~Twelfth 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~~Entity in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (each as defined in the Subscription Agreement) to and in 2650751 Alberta Inc. ("**ResidualCo**"); (~~d~~c) authorizing and directing ~~AgMedica and Nursery~~GreenSeal 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)~~; (d) terminating and cancelling all of the Existing Shares (as defined in the Subscription Agreement) of ~~each of AgMedica and Nursery,~~GreenSeal other than the Purchased ~~Entity~~ Shares, for no consideration; (~~g~~e) granting certain releases; (~~h~~f) approving the fees and disbursements of the Monitor and its counsel, and approving the ~~Monitor's Reports~~Fourth Report (as hereinafter defined) and the activities and conduct of the Monitor referred therein; (~~i~~g) approving the sealing of the ~~Fourth~~Fifth Confidential Cervi Affidavit (as hereinafter defined)~~ (j) extending the Stay Period (as defined in the TARIO)~~; and (~~k~~h) 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~~affirmed October ●, 2024 and Exhibits thereto (the "**Twelfth Cervi Affidavit**"), the confidential affidavit of Jason Cervi ~~to be~~ affirmed October ●, 2024 and Exhibits thereto ("~~**Fourth**~~**Fifth 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~~Fourth 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**~~**Fourth 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~~October ●, 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~~GreenSeal, and the Purchaser 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~~GreenSeal 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.~~

4. ~~5.~~ **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Purchased ~~Entities~~Entity to proceed with the Transactions, and that no shareholder or other ~~approval~~consents or approvals shall be required in connection therewith, other than as contemplated by the applicable Transaction Regulatory Approvals.

5. ~~6.~~ **THIS COURT ORDERS** that upon the delivery of the Monitor's certificate (the "**Monitor's Closing Certificate**") to the Purchased ~~Entities~~Entity and the ~~Purchasers~~Purchaser 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'~~Entity's 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~~12 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'~~Entity's 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~~12 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~~Entity and all of the Purchased ~~Entities' respective~~Entity's assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate, including property held in trust for the Purchased ~~Entities~~Entity (the "**Purchased ~~Entities'~~Entity's 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'~~Entity's Property are to be expunged and discharged as against the Purchased ~~Entities'~~Entity's Property;

(d) fourth, in consideration for ~~a portion of~~ the Purchase Price, (i) ~~AgMedica and Nursery~~GreenSeal shall issue the Purchased ~~Entity~~ Shares to the ~~LP~~ Purchaser as fully paid and non-assessable shares, 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~~ notwithstanding any deficiencies with respect to the corporate records or corporate proceedings of the Purchased Entity including in relation to the valid issuance of the Purchased Shares, Existing Shares or any other shares in the capital of the Purchased Entity; and (~~iii~~ii) the Purchased ~~Entities'~~Entity's Property, other than the Excluded Assets and Excluded Contracts, will be retained by the Purchased ~~Entities~~Entity, 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~~GreenSeal, or otherwise relating thereto, shall be deemed terminated and cancelled without consideration and the only shares of ~~AgMedica and Nursery~~GreenSeal that shall remain shall be the Purchased ~~Entity~~ Shares; and

(f) lastly, the Purchased ~~Entities~~Entity shall be deemed to cease being ~~Applicants~~an Applicant in these CCAA Proceedings, and the Purchased ~~Entities~~Entity 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~~Entity) shall continue to apply in all respects.

6. ~~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~~ Lien registered as Instrument No. PC221240, which was registered on March 26, 2024, as outlined on **Schedule "C"**, on title to the real property identified in **Schedule "**~~**C"** hereto all of the Claims and Encumbrances identified in **Schedule "D"** hereto.~~**D"** to this Order (the "**Real Property**") is vacated, expunged, and discharged, and that the Land Registrar for the Land Titles Division of Perth (No. 44) is directed to discharge and delete the said Lien registered as Instrument Number PC221240 from PINs 53264-0120 (LT), 53264-0121 (LT), and 53264-0122 (LT), being PINs for the Real Property.

7. ~~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~~Real Property 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~~Entity 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.

8. ~~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~~Real Property shall not bind the ~~real property identified in **Schedule "C"** hereto~~Real Property.

9. ~~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.

10. ~~11.~~ **THIS COURT ORDERS** that the Monitor may rely on written notice from the Purchased ~~Entities~~Entity and the ~~Purchasers~~Purchaser 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.

11. ~~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~~Entity, the Purchased ~~Entities'~~Entity's 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'~~Entity's Property and the Monitor and the ~~Purchasers are~~Purchaser is hereby specifically authorized to discharge the registrations on the Purchased ~~Entities'~~Entity's Property and the Excluded Assets, as applicable.

12. ~~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~~5 hereof, including against the Purchased ~~Entities~~Entity, the Purchased ~~Entities'~~Entity's Property~~,~~ and 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.

13. ~~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~~Entity or the Monitor, as the case may be, are authorized, permitted and directed to, at the Closing Time, disclose to the ~~Purchasers~~Purchaser, all human resources and payroll information in the Purchased ~~Entities'~~Entity's records pertaining to past and current employees of the Purchased ~~Entities~~Entity. The ~~Purchasers~~Purchaser 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~~Entity.

14. ~~15.~~ **THIS COURT ORDERS** that, at the Closing Time and without limiting the provisions of paragraph ~~6~~5 hereof, the ~~Purchasers~~Purchaser, the Purchased ~~Entities~~Entity, 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~~Entity, provided, as it relates to the ~~Purchasers~~Purchaser and the Purchased ~~Entities~~Entity, such release shall not apply to (a) Taxes in respect of the business and operations conducted by the Purchased ~~Entities~~Entity 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~~Purchaser or the Purchased ~~Entities (~~Entity (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~~Entity. For greater certainty, nothing in this paragraph shall release or discharge any Claims against ResidualCo with respect to Taxes that are transferred to ResidualCo.

15. ~~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~~Entity is 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~~Entity);

(b) the insolvency of ~~any of~~ the Purchased ~~Entities~~Entity or the fact that the Purchased ~~Entities~~Entity 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~~Entity arising from the implementation of the Subscription Agreement, the Transactions, or the provisions of this Order.

16. ~~17.~~ **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph ~~16~~15 hereof shall waive, compromise or discharge any obligations of the Purchased ~~Entities~~Entity 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'~~Entity's or the ~~Purchasers'~~Purchaser's right to dispute the existence, validity or quantum of any such Assumed Liability other than the obligations existing under or in connection with the YNCU Security Agreements and the Deferred Stoke Payments (each as defined in the Subscription Agreement), and (c) nothing in this Order or the Subscription Agreements shall affect or waive the Purchased ~~Entities'~~Entity's or the ~~Purchasers'~~Purchaser's rights and defenses, both legal and equitable, with respect to any Assumed Liability other than the obligations existing under or in connection with the YNCU Security Agreements and the Deferred Stoke Payments, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

17. ~~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~~Entity then existing or previously committed by ~~any of~~ the Purchased ~~Entities~~Entity, or caused by ~~any one of~~ the Purchased ~~Entities~~Entity, 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~~Entity (including for certainty, those contracts, or leases constituting the Purchased ~~Entities'~~Entity's 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~~15 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~~Entity or the ~~Purchasers~~Purchaser from performing their obligations under the Subscription Agreement, or be a waiver of defaults by ~~any of~~ the Purchased ~~Entities~~Entity or the ~~Purchasers~~Purchaser under the Subscription Agreement and the related documents.

18. ~~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~~Entity, Purchased ~~Entities'~~Entity's Property or the ~~Purchasers~~Purchaser 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.

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

(a) the nature of the Assumed Liabilities, as assumed by the Purchased ~~Entities~~Entity, 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~~Entity 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~~Entity, 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~~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~~DISTRIBUTIONS

20. ~~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~~GreenSeal, consistent with the Implementation Steps and in accordance with the terms of the Subscription Agreement.

21. **THIS COURT ORDERS AND DIRECTS** that (i) the amount payable to Stoke by YNCU in the amount of $260,000, and (ii) the amount payable to Stoke by either GreenSeal or the Purchaser in the amount of $200,000 shall be paid to Stoke on the Closing Date.

22. ~~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~~Entity 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~~Purchaser, the Purchased ~~Entities~~Entity, 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~~Entity and/or ResidualCo and shall not be void or voidable by creditors of the Purchased ~~Entities~~Entity 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

23. ~~25.~~ **THIS COURT ORDERS** that nothing in this Order, including the release of the Purchased ~~Entities~~Entity 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~~5(f) hereof, 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.

24. ~~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.

25. ~~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~~Entity or ResidualCo or to have taken or maintained possession or control of the business or property of ~~any of~~ the Purchased ~~Entities~~Entity 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~~Entity or ResidualCo within the meaning of any

applicable Environmental Legislation and/or Cannabis Legislation (each as defined in the TARIO) or otherwise.

26. ~~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.

27. ~~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.

DISCHARGE OF THE CRO

28. **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, Steinberg Advisory Corp. in its capacity as court-appointed Chief Restructuring Officer of GreenSeal (the "**CRO**") shall be discharged as CRO of GreenSeal and shall have no further duties, obligations or responsibilities as CRO from and after such time.

RELEASES

29. ~~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 ~~(~~; and (e) Steinberg Advisory Corp. and its respective current directors, officers, partners, employees, consultants and advisors, including Howard Steinberg (collectively, "**Steinberg**" and the Persons listed in (a), (b), (c) ~~and~~, (d) and (e) 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) that arose in respect of Steinberg prior to its appointment as Information Liaison (subject to the protections afforded to Steinberg in the TARIO in its capacity as Information Liaison); (ii) for fraud or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA, (~~ii~~iii) 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~~iv) 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.

30. ~~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.)~~YNCU, in its capacity as mortgagee, ~~and the Purchasers, in their~~ Stoke in its capacity as secured creditor, and the Purchaser, in its 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~~Entity 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.

31. ~~32.~~ **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, the current directors and officers of the Purchased ~~Entities~~Entity as well as ~~Trevor Henry and Peter Van Mol~~Corey Hamilton (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~~Entity, the business, operations, assets, property and affairs of the Purchased ~~Entities~~Entity and the Purchased ~~Entities~~Entity 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

32. ~~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~~Atlas Global Brands Inc. (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~~Entity 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~~Entity 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

33. ~~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")~~Fourth Report, 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.

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

35. **THIS COURT ORDERS** that the Monitor and its counsel shall not be required to pass their accounts for any fees incurred from and after October 11, 2024.

SEALING

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

CANADA REVENUE AGENCY STAY ~~EXTENSION~~PERIOD LIMITATIONS AND SET OFF

37. **THIS COURT ORDERS** that the Stay Period shall not apply to ~~AgMedica~~GreenSeal 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~~GreenSeal for unremitted ~~source deductions and~~ excise taxes, provided that, at all times, the CRA shall have no recourse against ~~AgMedica~~GreenSeal 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~~ the Canada Revenue Agency's 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.

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~~Purchaser 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~~Entity, the Purchased Shares, ~~those Equity Interests of each of the Purchased Entities held by the Purchaser,~~ and the Purchased ~~Entities'~~Entity's 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~~Entity 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~~Entity 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~~Entity, 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~~Entity 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~~Entity, 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~~Entity 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~~GreenSeal 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~~GreenSeal 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~~Purchaser and the Purchased ~~Entities~~Entity of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Purchased ~~Entities~~Entity and the ~~Purchasers~~Purchaser 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~~Entity and the ~~Purchasers~~Purchaser, 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~~Stratford Facility (for the purposes of this Schedule B, the "Property")

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

1. Encumbrances for real property taxes (which term includes charges, rates and assessments, and other governmental charges or levies) or charges for electricity, power, gas, water and other services and utilities in connection with the Property that are not yet due and owing.

1. 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).

2. Restrictive covenants, private deed restrictions, and other similar land use controls or agreements.

3. Minor encroachments: (i) by any improvements on the Property over neighboring lands; and (ii) by improvements on neighboring lands over the Property which, in the aggregate, do not materially interfere with the use of the Property.

4. ~~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. Any subsisting reservations, limitations, provisos, conditions or exceptions contained in the original grants of the Property from the Crown.

6. Any rights of expropriation (provided notice of same has not been issued on or prior to Closing), access, use or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario.

7. ~~5. Zoning~~ The provisions of all laws applicable to the Property, including, without limitation, all development and zoning by-laws (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~~, regulations, codes, ordinances and similar instruments.

~~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.~~

8. ~~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:

1. Instrument Number R146418 – By-law designating an area of subdivision control;

~~**Chatham Facility**~~

- ~~By-law registered as Instrument No. 171785~~

2. ~~•~~ Instrument Number PC142491 – Notice of ~~an~~Site Plan Agreement~~ registered as Instrument No. 340724~~;

3. Instrument Number PC188369 – Charge registered in favour of Your Neighbourhood Credit Union Limited;

- ~~Transfer of Easement registered as Instrument No. 576414~~
- ~~Restrictive Covenants registered as Instrument No. CK68033~~
- ~~Charge/Mortgage registered as Instrument No. CK192825~~

4. ~~•~~ Instrument Number PC188370 – Notice of Assignment of ~~Rents – General registered as Instrument No. CK192826~~Rents-General in favour of Your Neighbourhood Credit Union Limited; and

- ~~Notice of a Mortgage Amending Agreement registered as Instrument No. CK236693~~

5. Instrument Number PC206378 – Notice amending Charge PC188369.

PPSA REGISTRATIONS

Secured Party	**Registration Number**	**Registration Period**	**Collateral Classification**
Your Neighbourhood Credit Union Limited	20220125 1403 1462 1190	05	Inventory Equipment Accounts Other Motor Vehicle Included
Stoke Canada Finance Corp.	20240320 1508 1793 5177	03	Inventory Accounts Other
Halton Autolease Inc.	20201216 1135 1562 9473	05	Consumer Goods Equipment Motor Vehicle Included
Valliant Financial Services Inc.	20230406 1733 1901 5880	05	Inventory Equipment Other Motor Vehicle Included
NFS Leasing Canada Ltd. Peoples United Bank, N.A. ("**NFS**")[1]	20220425 1040 1793 6718	05	Equipment

[1] Subject to agreement with NFS in respect of the assignment of GreenSeal's obligations under Master Lease Agreement 2022-0230 to the Purchaser.

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~~

[Different first page link-to-previous setting changed from on in original to off in modified.].

~~**SCHEDULE D**~~

CLAIMS AND ENCUMBRANCES TO BE DELETED

FROM TITLE TO THE REAL PROPERTY

1. Instrument Number PC221240 – Lien in favor of His Majesty the King in right of Canada as represented by the Minister of National Revenue.

~~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~~

SCHEDULE D

LEGAL DESCRIPTION OF THE REAL PROPERTY

Firstly: Lot 27, Plan 44M38; City of Stratford (being all of PIN 53264-0120 (LT));

Secondly: Lot 28, Plan 44M38; City of Stratford (being all of PIN 53264-0121 (LT)); and

Thirdly: Lot 29, Plan 44M38; City of Stratford (being all of PIN 53264-0122 (LT)).

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
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Email: jkanji@osler.com

Lawyers for the Applicants

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

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

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

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

Applicants

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD OF THE APPLICANTS (APPROVAL AND REVERSE VESTING ORDER RETURNABLE OCTOBER 29, 2024)

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