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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

AFFIDAVIT OF JASON CERVI
(Affirmed October 28, 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 served as Director of

AgMedica from May 31, 2023 to October 25, 2024. I was appointed as, and remain, the Director of GreenSeal on April 28, 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 to update the Affidavit of Jason Cervi affirmed on October 24, 2024 ("**Twelfth Cervi Affidavit**") in support of a motion for an approval and reverse vesting order ("**ARVO**") pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**") and should be read together with the Twelfth Cervi Affidavit.

THE GREENSEAL SUBSCRIPTION AGREEMENT

6. A copy of the Subscription Agreement, which will be executed shortly, embodying the key terms of the Binding LOI, with purchase price redacted, is attached hereto as **"Exhibit "A"**. In addition to the terms described in the Twelfth Cervi Affidavit, the Subscription Agreement contemplates the following new key terms:

(a) Assumed Liabilities includes:

(i) All Liabilities related to the Permitted Encumbrances.

(ii) Any Tax Liabilities of the Purchased Entities for (i) any tax period or the portion thereof beginning on or after the Closing Date (including sales, excise and land transfer taxes arising from the consummation of the Transaction); (ii) accrued in respect of the period after the Filing Date.

(iii) The Deferred Stoke Payments.

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

(v) All wages, salaries, commissions or compensation in respect of the Terminated Employees.

CONCLUSION

7. 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 28, 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 28, 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

SUBSCRIPTION AGREEMENT

This Agreement is made as of the 28th of October, 2024 (the "**Effective Date**")

BETWEEN:

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

– and –

GREENSEAL CANNABIS COMPANY, LTD., a corporation incorporated pursuant to the federal laws of Canada ("**GreenSeal Cannabis**")

– and –

BRICK PONDS INC., a corporation incorporated pursuant to the laws of the Province of Ontario, or its nominee (the "**Purchaser**")

WHEREAS:

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

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

C. In accordance with the terms of the SISP, the Purchaser submitted an offer for the purchase, directly or indirectly (at its election) of all of the equity and assets of GreenSeal Cannabis pursuant to a binding letter of intent dated October 12, 2024 (the "**LOI**"). The LOI was selected as the Successful Bid (as defined in the SISP) for GreenSeal Cannabis on October 12, 2024.

D. The Company and the Purchaser wish to enter into this Agreement to formalize the terms and conditions contained in the LOI, and to set out the terms and conditions pursuant to which the Purchaser will acquire the Purchased Shares (as defined herein)

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

"**Administrative Wind-down Amount**" means cash in the amount of [redacted] to be used to satisfy the costs incurred by the Monitor and its professional advisors to administer ResidualCo, the Company, 8050678 Canada Inc., Tavivat Naturals Inc. and Wellworth Health Corp, and the Excluded Assets and Excluded Liabilities, and to wind-down and/or dissolve and/or bankrupt ResidualCo.

"**Affiliate**" has the meaning given to the term "affiliate" in the Canada *Business Corporations Act*.

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

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

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

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

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

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

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

"**Books and Records**" means: (i) all of the Purchased Entity's files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records; and (ii) all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records used or intended for use by, or in the possession of the Purchased Entity, including information, documents and records relating to the Assumed Contracts, the Employees, customer lists, customer information and account records, sales records, computer files, data processing records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections, standard operating procedures, organization security plan, preventive control plan, key investor report, all records relating to the Permits and Licenses including but not limited to all written communications with any Governmental Authority regarding the Permits and Licenses, and all other records, data and information stored electronically, digitally or on computer-related media.

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

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

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

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

"**CCAA Charge Amount**" means cash in an amount sufficient to satisfy the amounts owing in respect of the obligation secured by the CCAA Charges, including for certainty the Administration Charge.

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

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

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

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

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

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

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

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

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

“**Court**” has the meaning set out in the recitals hereto.

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

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

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

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

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

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

“**Excluded Assets**” means: (i) the properties, rights, assets and undertakings of the Purchased Entity listed as “Excluded Assets” on Schedule “A”, as the same may be modified by the Purchaser no later than two (2) Business Days before the Closing Date in accordance with the terms hereof; and (ii) any other properties, rights, assets and undertakings of the Purchased Entity not disclosed by the Company to the Purchaser.

“**Excluded Contracts**” means (i) those contracts and other agreements of the Purchased Entity that are not Assumed Contracts and for greater certainty, includes but is not limited to those contracts and agreements which are listed on Schedule “B”, as the same may be modified by the Purchaser no later than two (2) Business Days before the Closing Date in accordance with the terms hereof; and (ii) any other contracts and agreements of the Purchased Entity not disclosed by the Company to the Purchaser.

“**Excluded Entities**” means the Company, AgMedica BioScience Inc., GreenSeal Nursery, Ltd., Atlas Biotechnologies Inc., Atlas Growers Ltd., Cambrosia Ltd., Wellworth Health Corp., 5047346 Ontario Inc., 8050678 Canada Inc., Tavivat Naturals Inc., Tlalim Pap Ltd., Pharmacy Baron Ltd. and R.J. Regavim Ventures Ltd.

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

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

"**Existing Shares**" means: (i) all of the shares of GreenSeal Cannabis that are issued and outstanding immediately prior to the Closing Time (including the 2,914,695 Class "A" Preferred Shares, 3,430,482 Class "A" Common Shares, and 800,000 Class "B" Common Shares owned by the Company); (ii) any other equity interests of any nature or kind of GreenSeal Cannabis, whether voting or non-voting, whether preferred, common or otherwise, whether convertible or otherwise, including any Contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with any such equity interests. For greater certainty, Existing Shares do not include the Purchased Shares.

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

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

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

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

"**GreenSeal Cannabis Shares**" means all of the issued and outstanding shares of GreenSeal Cannabis.

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

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

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

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

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

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

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

"**Material Adverse Change**" means any one or more changes, effects, facts, developments, events or occurrences that, individually or in the aggregate is, or would reasonably be expected to be, material and adverse to the Business, properties, assets, liabilities (contingent or otherwise), condition (financial or otherwise), operations or results of operations of the Purchased Entity, but excluding any such changes, effects, facts, developments, events or occurrences that result from or arise out of: (A) changes in general economic conditions; (B) changes affecting the cannabis industry generally; (C) changes in macroeconomic factors, interest rates, currency exchange rates or general financial or credit market conditions, (D) acts of God, war, terrorism, civil unrest or hostilities; (E) the COVID-19 pandemic or other epidemic or pandemic outbreaks including any continuation or escalation thereof; (F) any change in law or its interpretation, administration or application or non-application by any Governmental Authority or in generally acceptable accounting principles; and (G) any action taken (or omitted to be taken) by the Company or GreenSeal Cannabis that is permitted under this Agreement or consented to by the Purchaser in writing; and (H) any change or development affecting the Excluded Assets, Excluded Liabilities or Excluded Contracts.

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

"**Monitor's Certificate**" has the meaning set out in Section 10.14.

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

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

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

"**Permits and Licenses**" means the permits, licenses, authorizations, approvals or other evidence of Authority related to the Business and issued to, granted to, conferred upon, or otherwise created for the Purchased Entity including, without limitation: (a) Cannabis Licence No.LIC-70ALYHNZQ7-2023 issued to the Purchased Entity by Health Canada pursuant to the Cannabis Act and the Cannabis Regulations; and (b) Excise Licence No. 83451 3798 RD0001 (together with confirmation of renewal dated October 16, 2024) issued to the Purchased Entity by the Canada Revenue Agency pursuant to the Excise Act

"**Permitted Encumbrances**" means those Encumbrances related to the Retained Assets as set forth in Schedule "D", as the same may be modified by the Purchaser no later than two (2) Business Days before the Closing Date in accordance with the terms hereof.

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

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

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

"**Purchased Entity**" means GreenSeal Cannabis.

"**Purchased Shares**" has the meaning set out in Section 2.1(a).

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

"**Real Property**" means the property located at 530 Wright Blvd., Stratford, Ontario having the legal description:

> 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)).

"**Recapitalization Documents**" means, collectively, (i) the GreenSeal Cannabis Articles of Reorganization, and (ii) resolutions of the directors of GreenSeal Cannabis authorizing the redemption and/or cancellation by GreenSeal Cannabis of all of the Existing Shares other than the Purchased Shares, for no consideration at Closing, in form and substance satisfactory to Purchaser, acting reasonably.

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

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

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

"**Share Consideration**" has the meaning set out in Section 1.1(a).

"**Stoke**" means Stoke Canada Finance Corp.

"**Stoke Payment Agreement**" means an agreement among the Purchased Entity and Stoke pursuant to which (a) the Purchased Entity shall agree to pay Stoke the aggregate sum of $300,000, in twelve equal monthly payments, without interest, commencing on the one month anniversary of the Closing Date (the "**Deferred Stoke Payments**"); and (b) the Purchased Entity shall grant Stoke, as of the Closing Time, a security interest in the Purchased Entity's cash and receivables, as security for the Purchased Entity's obligations to make the Deferred Stoke Payments (the "**Stoke Security Interest**").

"**Successful Bid**" has the meaning set out in the SISP.

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

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

"**Transaction**" means all of the transactions contemplated by this Agreement, including the transactions whereby the Purchaser will acquire the Purchased Shares.

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

"**YNCU**" means Your Neighbourhood Credit Union.

"**YNCU Security Agreements**" means, collectively, (a) the commitment letter dated February 5, 2021 and promissory note dated March 9, 2021 between the Purchased Entity and YNCU, amended to have a term of [redacted] years, a [redacted] annual rate of interest, an amortization period of [redacted] years, requiring only interest payments for the first [redacted] months, and a charge on the Real Property in the principal amount of $5,600,000); (b) a credit agreement for a secured operating line of credit for up to [redacted] at a rate of [redacted]; (c) a general security agreement in respect of the assets of the Purchased Entity in favour of YNCU; and (d) a guarantee from [redacted] in favour of YNCU of up to maximum of [redacted].

1.2 Interpretation Not Affected by Headings, etc.

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

1.3 General Construction

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

1.4 Extended Meanings

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

1.5 Currency

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

1.6 Interpretation if Closing Does Not Occur

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

1.7 Statutes

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

1.8 Schedules & Amendments to Schedules

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

EXHIBITS

Exhibit **A**	-	Implementation Steps

SCHEDULES

Schedule **A**	-	Excluded Assets
Schedule **B**	-	Excluded Contracts
Schedule **C**	-	Excluded Liabilities
Schedule **D**	-	Permitted Encumbrances
Schedule **E**	-	Assumed Liabilities
Schedule **F**	-	Assumed Contracts
Schedule **G**	-	Approval and Vesting Order

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

ARTICLE 2
PURCHASE OF SHARES AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Purchased Shares

(a) Subject to the terms and conditions of this Agreement, in accordance with the Implementation Steps and effective as of the Closing Time, GreenSeal Cannabis shall issue to the Purchaser, and the Purchaser shall subscribe for and purchase from GreenSeal Cannabis, free and clear of all Encumbrances (other than any Permitted Encumbrances), 100 newly issued Class “C” Common Shares of GreenSeal Cannabis (the “**Purchased Shares**”).

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

(c) For the avoidance of doubt, upon the Closing, following the issuance of the Purchased Shares, the cancellation of the Existing Shares and the completion of the Implementation Steps, GreenSeal Cannabis shall be wholly owned directly by the Purchaser. For certainty, the Purchaser shall not acquire the Excluded Entity Shares, or the business, property or assets of the Excluded Entities.

2.2 Assumed Liabilities

The Assumed Liabilities of the Purchased Entity shall continue to be Liabilities of the Purchased Entity as of Closing.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The total aggregate consideration payable by the Purchaser for the Purchased Shares (the "**Purchase Price**") shall be [redacted] (the "**Share Consideration**").

3.2 Closing Payment

(a) At Closing, the Purchaser shall, pay to GreenSeal Cannabis: (i) the Share Consideration; and (ii) such amount as is necessary to enable GreenSeal Cannabis to pay the following (A) the Priority Payments; (B) the CCAA Charge Amount; and (C) the Administrative Wind-down Amount; (collectively (the "**Closing Payment**"). At Closing, GreenSeal Cannabis shall pay the amount of the Priority Payments, CCAA Charge Amount, and Administrative Wind-down Amount to the persons entitled to such payments, all in accordance with the instructions and authorization of the Monitor.

(b) Notwithstanding the foregoing or anything else contained herein or elsewhere, each of the Company and the Purchaser acknowledges and agrees that: (i) the Monitor's obligations hereunder are and shall remain limited to those specifically set out in this Section 3.2; and (ii) the Monitor is acting solely in its capacity as the CCAA Court-appointed Monitor of the Atlas Group pursuant to the Initial Order and not in its personal or corporate capacity, and the Monitor has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Monitor's gross negligence or intentional misconduct. The Parties further acknowledge and agree that the Monitor may rely upon the provisions of this Section 3.2 notwithstanding that the Monitor is not a party to this Agreement.

ARTICLE 4
TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

4.1 Transfer of Excluded Assets to ResidualCo

At Closing, the Purchased Entity shall retain all of the assets owned by it on the Effective Date and any assets acquired by it up to and including Closing, including, without limitation, the Real Property, the Purchased Entity's equipment, Assumed Contracts, Permits and Licenses, Books and Records, Business and undertakings (collectively, the "**Retained Assets**"). The Retained Assets shall not include: (i) the

Excluded Assets; or (ii) the Excluded Contracts; which shall be transferred to ResidualCo in accordance with the Implementation Steps, and same shall be vested in ResidualCo pursuant to the Approval and Vesting Order.

4.2 Transfer of Excluded Liabilities to ResidualCo

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

4.3 Tax Matters

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

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Purchased Entity

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

(a) <u>Incorporation and Status</u>. The Company and the Purchased Entity is a corporation incorporated and existing under the *Business Corporations Act* (British Columbia) and the *Canada Business Corporations Act*, respectively, is in good standing under such acts and, subject to the granting of the Approval and Vesting Order, has the power and authority to enter into, deliver and perform their obligations under this Agreement.

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

(c) <u>No Conflict</u>. The execution, delivery and performance by the Company of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchased Entity or, subject to the receipt of any

Transaction Regulatory Approvals, any Applicable Law applicable to the Purchased Entity, the Retained Assets or the Purchased Shares.

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

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

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

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

5.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Company as of the date hereof and as of the Closing Time as follows, and acknowledges that the Company is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

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

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

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

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

5.3 As is, Where is

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

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

ARTICLE 6
COVENANTS

6.1 Closing Date

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

6.2 Motion for Approval and Vesting Order

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

6.3 Interim Period

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

  (i) continue to conduct and maintain the Business and the Retained Assets in the ordinary course and in a manner consistent with past practices until Closing;

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

(iii) provide weekly operating updates, daily cash balances and working capital updates, and weekly cash flow forecasts to the Purchaser; and

(iv) notify the Purchaser of the occurrence of any Material Adverse Change

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

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

(ii) sell, lease, exchange, transfer or otherwise dispose of, or agree to sell, lease, exchange, transfer or otherwise dispose of, any asset (including Intellectual Property) or enter into any transactions, except in the ordinary course of Business but not exceeding $10,000 separately or in the aggregate;

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

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

(v) cancel, compromise, assign, transfer, or convey in any manner whatsoever any account receivable or other amount owing to the Purchased Entity or release any material claim or right of the Purchased Entity;

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

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

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

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

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

(xi) amend or terminate the CCAA Proceedings;

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

(xiii) agree to do any of the foregoing.

6.4 Access During Interim Period

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

6.5 Insurance Matters

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

6.6 Regulatory Approvals and Consents

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

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

6.7 Employee Matters

(a) Subject to Section 6.7(b), the Purchaser agrees that the Purchased Entity will continue to employ those Employees not terminated pursuant to Section 6.7(b) (together, the "**Continuing Employees**") from and after Closing on such employment terms and conditions satisfactory to the Purchaser. If the Purchaser and an Employee fail to agree on such employment terms and conditions by the date that is two (2) days prior to the Closing Date, then such Employee shall be deemed a Terminated Employee (as defined below).

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

ARTICLE 7
CLOSING ARRANGEMENTS

7.1 Closing

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

7.2 Implementation Steps

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

7.3 Company's Closing Deliveries

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

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

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

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

(d) the Organizational Documents of the Purchased Entity, and the corporate Books and Records

(e) keys, passwords, manuals, standard operating procedures, site plans and any other item or information required for the Purchaser to carry on the Business in the ordinary course; and

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

7.4 Purchaser's Closing Deliveries

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

(a) the Closing Payment;

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

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

ARTICLE 8
CONDITIONS OF CLOSING

8.1 Conditions Precedent in favour of the Parties

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

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

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

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

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

8.2 Conditions Precedent in favour of the Purchaser

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

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

(b) Company's Deliverables. The Company and the Purchased Entity, as applicable, shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 7.3.

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

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

(e) Employees. The Purchased Entity shall have terminated the employment of the Terminated Employees.

(f) YNCU Security Agreements. The YNCU Security Agreements shall be fully executed by each party thereto.

(g) Stoke Payment Agreement. The Stoke Payment Agreement shall be fully executed by each party thereto.

(h) Partial Termination of CCAA Proceeding. Upon Closing, the CCAA Proceeding shall have been terminated in respect of the Purchased Entity and its Business and property, as set out in the Approval and Vesting Order, but, for greater certainty, shall continue in respect of ResidualCo.

(i) Permits and Licenses. The Permits and Licenses shall be in good standing at the Closing Time and no material default or non-compliance rating shall have occurred under any such Permits and Licenses that remains unremedied to the satisfaction of the applicable Governmental Authority.

(j) Resignations and Releases. Duly executed: (i) resignations effective at the Closing Time by Bernard Yeung and Jason Cervi as directors and from all offices of the Purchased Entity; and (ii) mutual releases between the Purchased Entity and each of Bernard Yeung and Jason Cervi with respect to all Claims in connection with Bernard Yeung and Jason Cervi serving as directors, officers, shareholders and/or employees of the Purchased Entity, shall have been delivered to the Purchaser.

(k) Snoop Dogg License. The Purchased Entity shall, to its satisfaction, possess the right to sell all existing inventory and utilize all existing packaging on hand, which bears Artist IP (as defined in the agreement dated February 28, 2023 between Alfalfa Holding, LLC and the Company).

(l) Minute Book Deficiencies. Deficiencies in the minute book of the Purchased Entity shall have been rectified to the satisfaction of the Purchaser.

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

(n) Consents. Receipt of any third-party consents, approvals, waivers and authorizations required for the consummation of the Transaction or in the alternative in respect of contractual consents, a court order permitting change of control of the Purchased Entity.

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

8.3 Conditions Precedent in favour of the Company

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

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

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 5.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

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

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

8.4 Simultaneous Transactions

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

ARTICLE 9
TERMINATION

9.1 Grounds for Termination

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

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

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

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

9.2 Effect of Termination.

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

ARTICLE 10
GENERAL

10.1 Access to Books and Records

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

10.2 Notice

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

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

BRICK PONDS INC.

1401 Dundas Street
P.O. Box 20053
Woodstock, ON N4S 8X8

Attention: Cliff Zaluski
Email: cliff@sierraconstruction.ca

with a copy to:

Brazeau Seller LLP
700-100 Queen Street
Ottawa, ON K1P 139

Attention: Trina Fraser
Email: tfraser@brazeauseller.com

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

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

Attention: Bernie Yeung
Email: bernie@atlasglobalbrands.com

with a copy to:

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

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

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

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

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

with a copy to:

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

Attention: Trevor Courtis
Email: tcourtis@mccarthy.ca

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

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that

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

10.3 Public Announcements

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

10.4 Time

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

10.5 Survival

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

10.6 Benefit of Agreement

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

10.7 Entire Agreement

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

10.8 Paramountcy

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

10.9 Governing Law

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

10.10 Assignment

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

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

10.11 Further Assurances

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

10.12 Counterparts

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

10.13 Severability

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

10.14 Monitor's Certificate

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

10.15 Amendment and Waiver

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

10.16 Monitor's Capacity

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

[*Signature Page Follows*]

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

For the Purchaser:

BRICK PONDS INC.

By: ______________________________

Name: Clifford Zaluski
Title: Authorized Signatory
I have authority to bind the Corporation.

For the Company and Purchased Entity:

ATLAS GLOBAL BRANDS INC.

By: ______________________________

Name: Bernie Yeung
Title: Authorized Signatory
I have authority to bind the Corporation.

GREENSEAL CANNABIS COMPANY, LTD.

By: ______________________________

Name: Bernie Yeung
Title: Authorized Signatory
I have authority to bind the Corporation.

EXHIBIT "A"
IMPLEMENTATION STEPS

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

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

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

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

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

(e) GreenSeal Cannabis shall issue the Purchased Shares to the Purchaser;

(f) Greenseal Cannabis' Existing Shares shall be cancelled for no consideration pursuant to the Approval and Vesting Order;

(g) the Purchaser shall satisfy the Purchase Price in accordance with the terms of this Agreement;

(h) the Closing Payment shall be paid in accordance with Section 3.2 of this Agreement;

(i) Closing shall be deemed to have occurred;

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

(k) the Purchased Entity shall cease to be an applicant in the CCAA Proceedings.

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

SCHEDULE "A"
EXCLUDED ASSETS

1. The Excluded Contracts.

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

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

SCHEDULE "B"
EXCLUDED CONTRACTS

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

1. [●]

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

SCHEDULE "C"
EXCLUDED LIABILITIES

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

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

2. Any and all Liabilities or obligations of the Purchased Entity under or in relation to any guarantees and undertakings provided by the Purchased Entity in connection with the obligations and indebtedness of AgMedica Bioscience inc.

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

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

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

6. All Tax Liabilities of the Purchased Entity for any tax period or the portion thereof prior to the Filing Date..

7. Any and all amounts owing to Terminated Employees on account of statutory notice, termination payments, severance, benefits, bonuses or other compensation or entitlements

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

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

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

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

12. Any and all Liabilities relating to the following claims and actions:

Plaintiff(s)	Defendants(s)	Case Number
Shawn Simon	GreenSeal Cannabis Company, Ltd., Van Lao Nguyen, ABC Company	CV-21-3189
Hillcrest Merchant Partners Inc.	GreenSeal Cannabis Company, Ltd., Atlas Global Brands Inc.	CV23006980100000
Stoke Canada Finance Corp.	GreenSeal Cannabis Company, Ltd., Atlas Global Brands Inc.	CV240072210400CL
Your Neighbourhood Credit Union Limited	GreenSeal Cannabis Company, Ltd.	CV240072279900CL

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

SCHEDULE "D"
PERMITTED ENCUMBRANCES

1. The lien registered in favour of Stoke, registration number 20240320 1508 1793 5177.

2. The lien registered in favour of Halton Autolease Inc., registration number 20201216 1135 1562 9473.

3. The lien registered in favour of Valiant Financial Services Inc., registration number 20230406 1733 1901 5880.

4. The lien registered in favour NFS Leasing Canada Ltd. and Peoples United Bank, N.A.; registration number 20220425 1040 1793 6718.

5. The lien registered in favour of Your Neighbourhood Credit Union Limited; registration number 20190313 1208 2067 1772.

6. Any registrations related to the Stoke Security Interest.

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

SCHEDULE "E"
ASSUMED LIABILITIES

1. All Liabilities related to the Permitted Encumbrances.

2. Any Tax Liabilities of the Purchased Entity for (i) any tax period or the portion thereof beginning on or after the Closing Date (including sales, excise and land transfer taxes arising from the consummation of the Transaction); and (ii) accrued in respect of the period after the Filing Date.

3. The Deferred Stoke Payments.

4. Liabilities owing to those vendors listed below that have provided goods and/or services to the Purchased Entity in the ordinary course of Business from and after the Filing Date but have not been paid for such goods and services as at the Closing Time, but only up to the amounts set out below which the aggregate amount thereof shall not exceed [redacted] (the "**Assumed Trade Payables**").

Vendor	Liability Owing as at the Closing Time
Other trade payables	[redacted] (as per Oct.18.24 spreadsheet)

5. All unpaid wages and vacation pay in respect of the Terminated Employees.

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

SCHEDULE “F”
ASSUMED CONTRACTS

The following is a comprehensive list of Assumed Contracts:

1.

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

SCHEDULE "G"
APPROVAL AND VESTING ORDER

See attached.