

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,  
S.B.C. 2002, c.57, AS AMENDED

AND

IN THE MATTER OF GOOD NATURED PRODUCTS INC., & THOSE ENTITIES LISTED  
IN SCHEDULE "A"

PETITIONERS

**ORDER MADE AFTER APPLICATION**  
**(APPROVAL AND REVERSE VESTING ORDER)**

BEFORE THE HONOURABLE )  
MADAM JUSTICE FITZPATRICK ) 2024/10/28  
)

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 28 day of October, 2024; AND ON HEARING Emily Paplawski, Emma Newbery, and Christian Garton, counsel for the Petitioners and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including the Fourth Affidavit of Paul Antoniadis sworn October 24, 2024 (the "**Fourth Antoniadis Affidavit**"), and the Monitor's Fifth Report to Court filed October 24, 2024; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules, BC Reg 168/2009, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

### **SERVICE AND DEFINITIONS**

1. The time for service of this notice of application and supporting materials is hereby abridged such that the notice of application is properly returnable today.
2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Initial Order of this Court dated July 8, 2024 (the “**ARIO**”), or the Subscription Agreement dated October 24, 2024 (the “**Subscription Agreement**”), among good natured Products Inc. (“**GDNP PubCo**”) and HUK 149 Limited (the “**Purchaser**”), as applicable.

### **APPROVAL AND VESTING**

3. The Subscription Agreement, a copy of which is attached as Exhibit “A” to the Fourth Antoniadis Affidavit, and the Transactions are hereby approved, and the execution of the Subscription Agreement by GDNP PubCo is hereby authorized and approved, with such minor amendments as the parties thereto may deem necessary and consented to by the Monitor.
4. The Petitioners and their successors (including ● incorporated pursuant to the Subscription Agreement and defined as “**ResidualCo**”) are hereby authorized and directed to perform their obligations under the Subscription Agreement and to take all steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions in the sequence provided for in the Subscription Agreement, including, but not limited to: (i) the filing of the Reorganization Documents; (ii) the issuance of the Purchased Shares to the Purchaser; and (iii) the cancellation, or redemption, of the Existing Equity for no consideration, with such minor alterations, changes, amendments, deletions, or additions thereto, as may be agreed to by GDNP PubCo and the Purchaser and consented to by the Monitor.
5. Notwithstanding any provision hereof, the closing of the Transactions shall be deemed to occur in the manner, order and sequence set out in the Subscription Agreement, including in accordance with the Implementation Steps, with such alterations, changes or amendments as may

be agreed to by the Purchaser, with the prior consent of the Petitioners, Wells Fargo, and the Monitor, acting reasonably, provided that such alterations, changes or amendments do not materially alter or impact the Transactions or alter the consideration which the Petitioners or their applicable stakeholders will benefit from as part of the Transactions.

6. This Order shall constitute the only authorization required by the Petitioners to proceed with the Transactions and that no shareholder, securities, or other approval shall be required in connection therewith.

7. Upon the delivery of the Monitor's certificate (the “**Monitor's Certificate**”) to the Petitioners and the Purchaser, substantially in the form attached as **Schedule “C”** hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Implementation Steps set out in the Subscription Agreement and the matters contemplated therein:

- (a) ResidualCo shall be added to these CCAA proceeding as a Petitioner;
- (b) all employees designated by the Purchaser as Terminated Employees will be terminated by the applicable member of the Purchased Entities;
- (c) the Excluded Assets, Excluded Contracts, and Excluded Liabilities shall transfer to, and vest in, ResidualCo;
- (d) the ResidualCo Shares shall be transferred to the Monitor, or another entity designated by the Monitor;
- (e) to the extent required by Applicable Law, the Reorganization Documents shall be filed or deposited with the applicable Governmental Authority or other Person;
- (f) GDNP PubCo shall issue the Purchased Shares to the Purchaser, free and clear of all Encumbrances except for Permitted Encumbrances listed on **Schedule “D”** hereto, limited to the extent that such Permitted Encumbrances apply to the

Purchased Shares (such Permitted Encumbrances to be governed by intercreditor and forbearance agreements satisfactory to the Purchaser, to be negotiated with Wells Fargo, RBC, TD, ACB, and EDC);

- (g) the Retained Assets will be retained by the Petitioners, subject to the Permitted Encumbrances, but in each case free and clear of and from any and all other 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 ARIO, the SISP Approval Order, the DIP Approval Order, or any other Order of this Court, and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (British Columbia), the *Uniform Commercial Code* (USA), the *Land Titles Act* (Ontario), or any other real or personal property registry system including, for great certainty, Construction Lien Registration No.WR1590089 registered on August 19, 2024 in the Ontario Land Titles Registry by Spark Power Low Voltage Services Inc. (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances);
- (h) the Existing Equity shall be cancelled, or redeemed, for no consideration pursuant to this Order and the Reorganization Documents;
- (i) the Purchaser shall satisfy the Purchase Price in accordance with the terms of the Subscription Agreement, comprising of:
  - (i) the Petitioners’ indebtedness to Wells Fargo under or in connection with the Wells Fargo Credit Agreement and Forbearance, as of October 25, 2024, as set out in the Subscription Agreement, plus any additional amounts due pursuant to the Wells Fargo Credit Agreement and Forbearance through to

the Closing Date, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability, and shall be subject to the terms of credit agreements, intercreditor arrangements and documentation as agreed between Wells Fargo, the Purchaser and the Petitioners; plus

- (ii) the Petitioners' indebtedness to RBC under or in connection with the RBC Mortgage Agreement as of October 25, 2024, as set out in the Subscription Agreement, plus any additional amounts due pursuant to the RBC Mortgage Agreement through to the Closing Date, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability, and shall be subject to the terms of credit agreements, intercreditor arrangements and documentation as agreed between RBC, the Purchaser and the Petitioners; plus
- (iii) the Petitioners' indebtedness to TD under or in connection with the TD Mortgage Agreement, as of October 25, 2024, as set out in the Subscription Agreement, plus any additional amounts due pursuant to the TD Mortgage Agreement through to the Closing Date, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability, and shall be subject to the terms of credit agreements, intercreditor arrangements and documentation as agreed between TD, the Purchaser and the Petitioners; plus
- (iv) the Petitioners' indebtedness to ACB under or in connection with the Secured ACB Note, as of October 25, 2024, as set out in the Subscription Agreement, plus any additional amounts due pursuant to the Secured ACB Note through to the Closing Date, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability, and shall be subject to the terms of credit agreements, intercreditor arrangements and documentation as agreed between ACB, the Purchaser and the Petitioners; plus

- (v) the Petitioners' indebtedness to RBC under or in connection with the RBC MEL, as of October 25, 2024, as set out in the Subscription Agreement, plus any additional amounts due pursuant to the RBC MEL through to the Closing Date, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability, and shall be subject to the terms of credit agreements, intercreditor arrangements and documentation as agreed between RBC, the Purchaser and the Petitioners; plus
  
- (vi) the Petitioners' indebtedness to RBC under or in connection with the RBC Credit Card Agreement, as of October 25, 2024, as set out in the Subscription Agreement, plus any additional amounts due pursuant to the RBC Credit Card Agreement through to the Closing Date, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability, and shall be subject to the terms of credit agreements, intercreditor arrangements and documentation as agreed between RBC, the Purchaser and the Petitioners; plus
  
- (vii) the Petitioners' indebtedness to EDC under or in connection with the EDC Amending Agreement, as of October 25, 2024, as set out in the Subscription Agreement, plus any additional amounts due pursuant to the EDC Amending Agreement through to the Closing Date, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability, and shall be subject to the terms of credit agreements, intercreditor arrangements and documentation as agreed between EDC, the Purchaser and the Petitioners; plus
  
- (viii) the Petitioners' indebtedness to the Monitor, in the specific amount set out in the Subscription Agreement, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability; plus

- (ix) the Petitioners' indebtedness to McCarthy Tetrault LLP, in the specific amount set out in the Subscription Agreement, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability; plus
- (x) the Petitioners' indebtedness to Osler, Hoskin & Harcourt LLP, in the specific amount set out in the Subscription Agreement, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability; plus
- (v) the Petitioners' indebtedness to the Akerman LLP, in the specific amount set out in the Subscription Agreement, which specific amount of indebtedness shall, for greater certainty, be a Retained Liability; plus
- (vi) the Priority Payments, consisting of:
  - (a) accrued wages and vacation payments due to Terminated Employees up to the Closing Date, inclusive of all amounts due pursuant to Section 6(5) of the CCAA up to the Closing Date, in the specific amount set out in the Subscription Agreement;
  - (b) amounts due to His Majesty the King pursuant to Section 6(3) of the CCAA up to the Closing Date, in the specific amount set out in the Subscription Agreement; and
  - (c) amounts due to employees pursuant to Section 6(6) of the CCAA up to the Closing Date, in the specific amount set out in the Subscription Agreement; plus
- (vii) the value of the Revolving Credit Facility (as defined below), including the Closing Payment (as defined below); plus

- (viii) the value of the Spark Power Holdback, which specific amount shall, for greater certainty, be a Retained Liability, and shall be held in trust by the Monitor pending the resolution of the Spark Power Claim, as determined by the Monitor in the Monitor's sole discretion and without further authorization from the Petitioners or the Purchaser. If, following resolution of the Spark Power Claim, as determined by the Monitor in the Monitor's sole discretion and without further authorization from the Petitioners or the Purchaser, there remain funds in trust with the Monitor for the Spark Power Holdback, the funds will be returned by the Monitor to GDNP PubCo; plus
- (ix) the value of the costs incurred in connection with the administration and wind-down of ResidualCo, in the specific amount set out in the Subscription Agreement, in the Monitor's sole discretion and without further authorization from the Petitioners or the Purchaser; plus
- (x) the value of all other Retained Liabilities, if any, to be satisfied by the Purchaser performing and/or discharging such Retained Liabilities as and when they become due;
- (j) GDNP PubCo and HUK 147 Limited (the "**Revolving Credit Facility Lender**") shall execute a Revolving Credit Facility Agreement (the "**Revolving Credit Facility Agreement**") in form and substance satisfactory to the Revolving Credit Facility Lender and the Purchaser, acting reasonably, pursuant to which the Revolving Credit Facility Lender shall provide a \$7,000,000 revolving credit facility (the "**Revolving Credit Facility**") to GDNP PubCo, on commercially reasonable terms, with availability to be determined on a borrowing base calculation mechanism in form and substance satisfactory to the Revolving Credit Facility Lender and the Purchaser, acting reasonably, to be used by GDNP PubCo or the Petitioners for general working capital purposes;
- (k) security shall be executed such that the Revolving Credit Facility shall be secured on all of the Petitioners' present and after-acquired personal and real property,

including but not limited to the Retained Assets (the “**Revolving Credit Security**”), and shall rank in priority immediately below the Priority Encumbrances, and immediately ahead of, and in priority to the EDC Security;

- (l) GDNP PubCo shall execute a direction, in form and substance satisfactory to the Purchaser, at its sole discretion, directing the Revolving Credit Facility Lender to cause \$315,000 in cash (the “**Closing Payment**”), inclusive of the Deposit, from the Revolving Credit Facility to be paid to the Monitor, to be held in trust by the Monitor for the benefit of Persons entitled to be paid from the Closing Payment;
- (m) Closing shall be deemed to have occurred;
- (n) any and all Liabilities arising from or relating to: (i) the transactions noted above; (ii) the change of control resulting from the Transaction; and (iii) the transfer of the Excluded Assets and Excluded Liabilities to ResidualCo; including, for certainty and without limitation, Liabilities and Taxes resulting from any debt forgiveness, shall be transferred to ResidualCo and the Purchased Entities shall have no obligations in connection with such Liabilities or Taxes;
- (o) the Purchaser shall pay Osler, Hoskin & Harcourt LLP the amount of \$300,000 in trust for, and in satisfaction of, the Retained Liabilities to the Monitor, McCarthy Tetrault LLP, Osler, Hoskin & Harcourt LLP, and Akerman LLP in the specific amounts set out in the Subscription Agreement;
- (p) the Purchaser shall pay to Osler, Hoskin & Harcourt LLP the amount of \$139,000 in trust for and in satisfaction of the Priority Payments;
- (q) the Purchaser shall pay to the Monitor the Wind-Down Costs in the amount of \$50,000 in trust for and in satisfaction of the Wind-Down Cost; and
- (r) the Petitioners except for ResidualCo (the “**Purchased Entities**”) shall cease to be Petitioners in these CCAA Proceedings and shall be deemed to be released from

the purview of the ARIO and all other Orders of this Court granted in respect of these CCAA proceedings, save and except for this Order the provisions of which (as they relate to the Purchased Entities) shall continue to apply in all respects.

8. Following the Closing, the Monitor may utilize the Closing Payment to pay and satisfy the Cap West Success Fee Charge. Neither the Purchaser nor the Petitioners shall have any obligation to pay, nor liability related to, the payments of any amounts referenced in this paragraph from and after the Closing.

9. The Monitor may rely on written notice from the Petitioners and the Purchaser regarding the fulfillment of conditions to Closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

10. The Monitor shall file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transactions.

11. Upon delivery of the Monitor's Certificate, and upon filing 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 Petitioners, the Retained Assets or the Excluded Assets (collectively, the “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Monitor's 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 Agreement and the Transactions. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interest against any of the Retained Assets or Excluded Assets and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations on the Retained Assets and the Excluded Assets, as applicable.

12. For the purposes of determining the nature and priority of Claims, from and after the Effective Time, subject to the payment of the Closing Payment, all Claims and Encumbrances released, expunged and discharged pursuant to this Order, including as against the Petitioners and

the Retained Assets, shall attach to the Excluded Assets, in each case, with the same nature and priority as they had immediately prior to the Transactions, as if the Transactions had not occurred, with the same priority as they had with respect to the Petitioners and the Retained Assets immediately prior to the Transactions, as if the Transactions had not occurred.

13. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, the Petitioners or the Monitor, as the case may be, are authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser all human resources and payroll information in the Petitioners' records pertaining to past and current employees of the Petitioners. The Purchaser shall, and shall cause the Petitioners after Closing to, 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 which is in all material respects identical to the prior use of such information by the Petitioners prior to Closing.

14. At the Effective Time and without limiting the provisions of paragraph 7 hereof, the Petitioners and the Purchaser 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 Petitioners, including without limiting the generality of the foregoing all taxes that could be assessed against the Petitioners or the Purchaser (including its affiliates and any predecessor corporations) pursuant to section 160 and section 160.01 of the *Income Tax Act* (Canada), or any equivalent legislation in any jurisdiction (including provincial legislation), in connection with the Petitioners (provided, as it relates to the Petitioners, such release shall not apply to (i) Taxes in respect of the business and operations conducted by the Petitioners after the Effective Time or (ii) any Taxes that are Retained Liabilities).

15. Except to the extent expressly contemplated by the Subscription Agreement, all Assumed Contracts will be and remain in full force and effect upon and following the Effective Time 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 Assumed Contract 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 upon or prior to the Effective 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 the Petitioners);
- (b) the insolvency of the Petitioners or the fact that the Petitioners sought or 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 or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any transfer or assignment, or any change of control of the Petitioners arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order.

16. For greater certainty:

- (a) nothing in paragraph 15 shall waive, compromise or discharge any obligations of the Petitioners in respect of any Retained Liabilities;
- (b) the designation of any Claim as a Retained Liability is without prejudice to the Petitioners right to dispute the existence, validity or quantum of any such Retained Liability; and
- (c) nothing in this Order or the Subscription Agreement shall affect or waive the Petitioners' rights and defences, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

17. From and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Petitioners then existing or previously committed by the Petitioners, or caused by the Petitioners, 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 Assumed Contract, existing between such Person and the applicable Petitioner(s) arising directly or indirectly from the filing by the Petitioners under the CCAA and the 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 an Assumed Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Petitioners or the Purchaser from performing their obligations under, or be a waiver of defaults by the Petitioners under, the Subscription Agreement and any related agreements and documents.

18. From and after the Effective 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 assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Petitioners or the Retained Assets 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 which are waived, released, expunged or discharged pursuant to this Order.

19. From and after the Effective Time:

- (a) the nature of the Retained Liabilities retained by the Petitioners, 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 Effective Time had a valid right or claim against the Petitioners under or in respect of any Excluded Contract or Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such right or claim against the Petitioners but will have an equivalent Excluded Liability Claim against ResidualCo, in respect of the Excluded Contract or Excluded Liability from and after the Effective 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) the Excluded Liability Claim of any Person against ResidualCo, following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Petitioners prior to the Effective Time.

20. As of the Effective Time, ResidualCo shall be a company to which the CCAA applies, and ResidualCo shall be added as petitioner in these CCAA proceedings and all references in any Order of this Court in respect of these CCAA proceedings to: (i) a "Petitioner" shall refer to and include ResidualCo, *mutatis mutandis*; and (ii) "Property", as defined in the ARIO, 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 ARIO) (other than the Charges released by this Order) shall constitute a charge on the ResidualCo Property.

#### **PRE-CLOSING REORGANIZATION**

21. In completing the Transactions contemplated in the Implementation Steps, the Petitioners be and are hereby authorized:

- (a) to execute and deliver any documents and assurances governing or giving effect to the Implementation Steps as the Petitioners and the Purchaser, in their discretion, may deem to be reasonably necessary or advisable to conclude the Implementation Steps, including the execution of such deeds, contracts, or documents as may be

contemplated in the Subscription Agreement and all such deeds, contracts, or documents are hereby ratified, approved, and confirmed; and

- (b) to take such steps as are, in the opinion of the Petitioners and the Purchaser, necessary or incidental to the implementation of the Implementation Steps.

22. The Petitioners be and are hereby permitted to execute and file notices of alteration, articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Implementation Steps and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Implementation Steps.

23. This Order shall constitute the only authorization required by the Petitioners to proceed with the Implementation Steps and no director, shareholder or regulatory approval shall be required in connection with any of the steps contemplated pursuant to the Implementation Steps save for those authorizations contemplated in the Subscription Agreement.

24. The Registrar of Companies appointed pursuant to the *Business Corporations Act* (British Columbia) is hereby authorized and directed to accept and receive any articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Implementation Steps contemplated in the Subscription Agreement, filed by either the Petitioners or ResidualCo as the case may be.

25. Notwithstanding:

- (a) the pendency of these CCAA proceedings;
- (b) any applications or motions for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the “**BIA**”) or any other

similar legislation in respect of the Petitioners or ResidualCo, and any bankruptcy order issued pursuant to any such applications or motions; and

- (c) any assignment in bankruptcy or similar process made in respect of the Petitioners 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, and the issuance of the Purchased Shares), and any payments by the Purchaser authorized herein or pursuant to the Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and/or ResidualCo, and shall not be void or voidable by creditors of the Petitioners 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 or provincial legislation or similar legislation of any other jurisdiction, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **RELEASES AND EXCULPATIONS**

26. Effective upon the issuance of the Monitor's Certificate, each of:

- (a) the current and former directors, officers, employees, consultants, legal counsel and advisors of the Petitioners;
- (b) the current directors, officers, employees, consultants legal counsel and advisors to ResidualCo; and
- (c) the Monitor and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors

(the Persons listed in (a), (b), and (c) being collectively, the "**Released Parties**")

shall be deemed to be forever and 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) based in whole or in part on any act or omission, transaction, offer, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate, or arising in connection with or relating to these proceedings, the proceedings before the U.S. Court, the Subscription Agreement, the consummation of the Transaction, any closing document, agreement, document, instrument, matter or transaction involving the Petitioners 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: (i) any claim for fraud or willful misconduct, (ii) any claim against ResidualCo in respect of the Excluded Liabilities transferred pursuant to the Closing, or (iii) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

27. Effective upon the filing of the Monitor's Certificate, the Purchaser 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 prior to the filing of the Monitor's 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 Transaction, and/or any closing document, agreement, document, instrument, matter or transaction arising in connection with or pursuant to any of the foregoing, which are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Purchaser.

28. Without affecting or limiting the releases set forth in paragraphs 26 and 27 hereof, effective upon the filing of the Monitor's Certificate, none of (a) the current and former directors, officers, employees, consultants, legal counsel and advisors of the Petitioners; (b) the current directors, officers, employees, consultants legal counsel and advisors to ResidualCo; (c) the current directors, officers, employees, consultants legal counsel and advisors to the Purchaser; and (d) the Monitor and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors (in such capacities, collectively, the "**Exculpated Parties**"), shall have or incur, and each Exculpated Party is released and exculpated from, any Causes of Action (as hereinafter defined) against such Exculpated Party for any act or omission in respect of, relating to, or arising out of these proceedings, the proceedings before the U.S. Court, the Subscription Agreement, the consummation of the Transaction, or any closing document, agreement, document, instrument, matter or transaction involving the Petitioners arising in connection with or pursuant to any of the foregoing, except for Causes of Action related to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence. "Causes of Action" means any action, claim, cross claim, third party claim, damage, judgment, cause of action, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, lien, indemnity, interest, guaranty, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity, or pursuant to any other theory of law or otherwise.

29. All Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the filing of the Monitor's Certificate, with respect to any and all claims or Causes of Actions

released pursuant to this Order (including but not limited to the Released Claims), from (a) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties or Exculpated Parties; (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or Exculpated Parties or their respective property; (c) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties or Exculpated Parties; (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or Exculpated Parties or their respective property; or (e) taking any actions to interfere with the consummation of the Transactions; and any such proceedings will be deemed to have no further effect against such parties and will be released, discharged or vacated without cost.

## **THE MONITOR**

30. The Monitor, its employees and representatives shall not be deemed directors 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 out of or in connection with the gross negligence or wilful misconduct of the Monitor.

31. No action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order. 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.

32. 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 any of the Petitioners or ResidualCo, or to have taken or maintained possession or control of the business or property of any of the Petitioners or ResidualCo, or any part thereof; or (ii) be deemed to be in Possession (as defined in the ARIO) of any property of the Petitioners or ResidualCo within the meaning of any applicable Environmental Legislation (as defined in the ARIO) or otherwise.

33. Nothing in this Order, including the release of the Petitioners from the purview of these CCAA proceedings, and the addition of ResidualCo as petitioner in these CCAA proceedings, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA proceedings and Alvarez & Marsal Canada Inc. (“A&M”) 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 ARIO, and any other Orders in these CCAA proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of A&M in its capacity as Monitor, all of which are expressly continued and confirmed.

## GENERAL

34. Following the Effective Time, the Purchaser and the Petitioners shall be authorized to take all steps as may be necessary to effect the discharge of all Claims and Encumbrances as against the Petitioners, the Purchased Shares and the Retained Assets.

35. Following the Effective Time, the style of cause of these proceedings shall be and 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 THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS  
AMENDED

AND

IN THE MATTER OF [ResidualCo]

36. This Order shall have full force and effect in all provinces and territories in Canada, and any other jurisdiction in which it is enforceable.

37. The Petitioners shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners, the Purchaser or the Monitor as may be deemed necessary or appropriate for that purpose.

38. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

**THIS COURT HEREBY REQUESTS** the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

---

Signature of

Party  Lawyer for the Petitioners

Emma Newbery

BY THE COURT

---

REGISTRAR

## Schedule "A"

### *Canadian Petitioners*

1. good natured Products Inc.
2. good natured Real Estate Holdings (Ontario) Inc.
3. 1306187 B.C. Ltd.
4. good natured Products (CAD) Inc.
5. good natured Products Packaging Canada GP Inc.
6. good natured Products Packaging Brampton GP Inc.
7. good natured Products Industrial Canada GP Inc.
8. good natured Products Packaging Canada LP
9. good natured Products Packaging Brampton LP
10. good natured Products Industrial Canada LP

### *US Petitioners*

11. good natured Products (US) Inc.
12. good natured Products (Illinois), LLC
13. good natured Products Real Estate U.S., LLC
14. good natured Products Packaging US LLC
15. good natured Products Direct LLC
16. good natured Products (Texas) LLC

**SCHEDULE "B"**

**Appearance List**

<b>NAME</b>	<b>APPEARING FOR</b>
Emily Paplawski Emma Newbery Christian Garton	Counsel for the Petitioners

**SCHEDULE “C”**  
**Monitor’s Certificate**

No. S-244212  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

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

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,  
S.B.C. 2002, c.57, AS AMENDED

AND

IN THE MATTER OF GOOD NATURED PRODUCTS INC., & THOSE ENTITIES LISTED  
IN SCHEDULE “A”

PETITIONERS

**MONITOR’S CERTIFICATE**

**RECITALS**

B. Pursuant to an Initial Order of the Supreme Court of British Columbia (the “**Court**”) dated June 28, 2024 (the “**Initial Order**”), the Petitioners were granted creditor-protection pursuant to the *Companies’ Creditors Arrangement Act* R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) and Alvarez & Marsal Canada Inc. was appointed as court-appointed monitor of the Petitioners.

C. Pursuant to an Order of the Court dated October 28, 2024 (the “**Approval and Vesting Order**”), the Court, *inter alia*, (i) approved the Subscription Agreement and the Transactions, (ii) vested out of the Petitioners right, title, interest in and to and obligations in respect of their respective Excluded Assets, Excluded Contracts, and Excluded Liabilities, except for Permitted Encumbrances; (iii) authorized and directed GDNP PubCo to file the Reorganization Documents; (iv) terminated and cancelled, or redeemed for no consideration, all Existing Equity as well as any agreement, contract, plan, indenture, warrant, deed, certificate, subscription rights, conversion

rights, pre-emptive rights, options (including stock options 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 GDNP PubCo, or shall be and shall be deemed to be terminated and cancelled for no consideration; and (v) authorized and directed GDNP PubCo to issue the Purchased Shares to the Purchaser free and clear of any Encumbrances.

D. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them the Approval and Vesting Order or the Subscription Agreement, as applicable.

**THE MONITOR CERTIFIES** that it was advised by the Petitioners and the Purchaser that:

1. The Purchaser has satisfied the Purchase Price in accordance with the Subscription Agreement; and
2. The Monitor has received written confirmation from the Purchaser and the Petitioners, in form and substance satisfactory to the Monitor, that all conditions to Closing have been satisfied or waived by the Purchaser or the Petitioners, as applicable.

This Certificate was delivered by the Monitor at \_\_\_ [TIME] on \_\_\_\_\_ [Date], 2024, which shall constitute the Effective Time (as defined in the Approval and Reverse Vesting Order).

**Alvarez & Marsal Canada Inc., in its capacity  
as Monitor of the Petitioners, and not in its  
personal capacity**

Per: \_\_\_\_\_  
Name:  
Title:

## **SCHEDULE "D"**

### **Permitted Encumbrances**

#### **Canadian Personal Property Registrations**

##### **I. Ontario PPR Registrations**

###### **1. Debtor: Good Natured Products Inc.**

a. Registration: 20220726 1431 9234 3923 in favour of Wells Fargo Capital Finance Corporate Canada

i. Inventory, Equipment, Accounts, Other, and Motor Vehicle

ii. Expiry: July 26, 2029

b. Registration: 20220929 1627 1590 2408 in favour of HSBC Bank Canada

i. Accounts and Other

ii. Expiry: September 29, 2030

###### **2. Debtor: Good Natured Real Estate Holdings (Ontario) Inc.**

a. Registration: 20240222 0918 1590 1673 in favour of The Toronto Dominion Bank

i. Accounts and Other

ii. Expiry: February 22, 2030

b. Registration: 20240222 0918 1590 1674 in favour of The Toronto Dominion Bank

i. Inventory, Equipment, Accounts, Other, and Motor Vehicle

ii. Expiry: February 22, 2030

c. Registration: 20220726 1434 9234 3930 in favour of Wells Fargo Capital Finance Corporate Canada

i. Inventory, Equipment, Accounts, Other, and Motor Vehicle

ii. Expiry: July 26, 2029

d. Registration: 20220929 1625 1590 2407 in favour of HSBC Bank Canada

i. Accounts and Other

ii. Expiry: September 29, 2030

- e. Registration 882415N in favour of Wells Fargo Capital Finance Corporate Canada
    - i. All of the Debtor's present and after-acquired personal property.
    - ii. Expiry: July 26, 2029
  - f. Registration 200925Q in favour of The Toronto Dominion Bank
    - i. All of the debtor's present and after-acquired personal property, including without limitation fixtures and an uncrystallized floating charge on land
    - ii. Expiry: February 20, 2030
  - g. Registration 200939Q in favour of The Toronto Dominion Bank
    - i. Leases and rents located at 5 Abacus Road, Brampton Ontario
    - ii. Expiry: February 20, 2030
3. Good Natured Products (CAD) Inc.
- a. Registration: 20220113 1934 1531 3437 in favour of HSBC Bank Canada, Leasing Division
    - i. Equipment and Other
    - ii. Expiry January 13, 2029
  - b. Registration: 20220726 1432 9234 3924 in favour of Wells Fargo Capital Finance Corporate Canada
    - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
    - ii. Expiry: July 26, 2029
  - c. Registration: 20220726 1433 9234 3926 in favour of Wells Fargo Capital Finance Corporate Canada
    - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
    - ii. Expiry: July 26, 2029
  - d. Registration: 20220726 1433 9234 3927 in favour of Wells Fargo Capital Finance Corporate Canada
    - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
    - ii. Expiry: July 26, 2029
  - e. Registration: 20220726 1433 9234 3928 in favour of Wells Fargo Capital Finance Corporate Canada

- i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
    - ii. Expiry: July 26, 2029
  - f. Registration: 20220726 1434 9234 3929 in favour of Wells Fargo Capital Finance Corporate Canada
    - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
    - ii. Expiry: July 26, 2029
  - g. Registration: 20220929 1622 1590 2404 in favour of HSBC Bank Canada
    - i. Accounts and Other
    - ii. Expiry: September 29, 2030
  - h. Registration: 20220929 1623 1590 2405 in favour of HSBC Bank Canada
    - i. Accounts and Other
    - ii. Expiry: September 29, 2030
  - i. Registration: 20220929 1624 1590 2406 in favour of HSBC Bank Canada
    - i. Accounts and Other
    - ii. Expiry: September 29, 2030
  - j. Registration: 20220929 1628 1590 2409 in favour of HSBC Bank Canada
    - i. Accounts and Other
    - ii. Expiry: September 29, 2030
- 4. Debtors: Good Natured Products Packaging Canada LP, Good Natured Products Packaging Canada GP Inc., Good Natured Products Packaging Brampton GP Inc., and Good Natured Products Packaging Brampton LP
  - a. Registration: 20240222 0918 1590 1674 in favour of The Toronto Dominion Bank
    - i. Accounts and Other
    - ii. Expiry: February 22, 2030
  - b. Registration: 20221223 1546 9234 6215 in favour of Wells Fargo Capital Finance Corporate Canada
    - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
    - ii. Expiry: December 23, 2029

- c. Registration: 20221223 1547 9234 6217 in favour of Wells Fargo Capital Finance Corporate Canada
  - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
  - ii. Expiry: December 23, 2029
- d. Registration: 20221223 1548 9234 6218 in favour of Wells Fargo Capital Finance Corporate Canada
  - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
  - ii. Expiry: December 23, 2029
- e. Registration: 20221223 1548 9234 6219 in favour of Wells Fargo Capital Finance Corporate Canada
  - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
  - ii. Expiry: December 23, 2029
- f. Registration: 20230120 1523 1590 7845 in favour of HSBC Bank Canada
  - i. Accounts and Other
  - ii. Expiry: January 20, 2031
- g. Registration: 20230120 1525 1590 7846 in favour of HSBC Bank Canada
  - i. Accounts and Other
  - ii. Expiry: January 20, 2031
- h. Registration: 269597P in favour of Wells Fargo Capital Finance Corporation Canada
  - i. All of the Debtor's present and after-acquired personal property
  - ii. Expiry: December 23, 2029
- i. Registration: 269599P in favour of Wells Fargo Capital Finance Corporation Canada
  - i. All of the Debtor's present and after-acquired personal property
  - ii. Expiry: December 23, 2029
- j. Registration: 200925Q in favour of The Toronto Dominion Bank
  - i. All of the debtor's present and after-acquired personal property, including without limitation fixtures and an uncrystallized floating charge on land

- ii. Expiry: February 20, 2030
- 5. Debtors: Good Natured Products Industrial Canada GP Inc. and Good Natured Products Industrial Canada LP
  - a. Registration: 20220113 1934 1531 3437 in favour of HSBC Bank Canada Leasing Division
    - i. Equipment and Other
    - ii. Expiry January 13, 2029
  - b. Registration: 20220726 1435 9234 3931 in favour of Wells Fargo Capital Finance Corporate Canada
    - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
    - ii. Expiry: July 26, 2029
  - c. Registration: 20221223 1547 9234 6216 in favour Wells Fargo Capital Finance Corporate Canada
    - i. Inventory, Equipment, Accounts, Other, and Motor Vehicle
    - ii. Expiry: December 23, 2029
  - d. Registration: 20230120 1522 15907844 in favour of HSBC Bank Canada
    - i. Account and Other
    - ii. Expiry: January 20, 2031
- 6. Debtor 1306187 BC Ltd.
  - a. Registration: 20220929 1621 1590 2403 in favour of HSBC Bank Canada
    - i. Goods, Inventory, Equipment, Accounts, Other
    - ii. Expiry: September 29, 2030

## II. British Columbia PPR Registrations

- 7. Debtor: Good Natured Products Inc.
  - a. Base Registration: 710442M in favour of HSBC Bank Canada
    - i. Expiry: January 15, 2031 at 11:59:59 pm PST
  - b. Base Registration: 948361M in favour of HSBC Bank Canada

- i. Expiry: May 5, 2031 at 11:59:59 pm PST
  - c. Base Registration: 948362M in favour of HSBC Bank Canada
    - i. Expiry: May 5, 2031 at 11:59:59 pm PST
  - d. Base Registration: 243164N in favour of HSBC Bank Canada
    - i. Expiry: September 15, 2031 at 11:59:59 pm PST
  - e. Base Registration: 621059N in favour of HSBC Bank Canada
    - i. Expiry: March 25, 2032 at 11:59:59 pm PST
  - f. Base Registration: 882343N in favour of Wells Fargo Capital Finance Corporation Canada
    - i. Expiry: July 26, 2029 at 11:59:59 pm PST
  - g. Base Registration: 114068P in favour of HSBC Bank Canada
    - i. Expiry: September 29, 2030 at 11:59:59 pm PST
- 8. Debtor: 1306187 BC Ltd
  - a. Base Registration: 882368N in favour of Wells Fargo Capital Finance Corporation Canada
    - i. Expiry: July 26, 2029 at 11:59:59 pm PST
  - b. Base Registration: 114073P in favour of HSBC Bank Canada
    - i. Expiry September 29, 2030 at 11:59:59 pm PST
- 9. Debtor: Good Natured Products (CAD) Inc.
  - a. Base Registration: 114066P in favour of HSBC Bank Canada
    - i. Expiry September 29, 2030 at 11:59:59 pm PST

### III. Ontario and British Columbia

- 10. Debtor: All Purchased Entities
  - a. All registrations in favour of the Revolving Credit Facility Lender in respect of the Revolving Credit Facility.
  - b. All registrations in favour of EDC in respect of the EDC Amending Agreement.

- c. All registrations in favour of RBC in respect of the RBC Mortgage Agreement, the RBC MEL, the RBC Cash Collateral, and the RBC Credit Card Agreement.

### **Canadian Real Property Charges**

1. 1306187 BC Ltd. – Parcel Register 03848-0103 at LRO #58:
  - a. Registration: WR1470526 from 1306187 BC Ltd in favour of HSBC Bank Canada
  - b. Registration: WR1470527 from 1306187 BC Ltd in favour of HSBC Bank Canada
  - c. Registration: WR1470529 from 1306187 BC Ltd in favour of HSBC Bank Canada
  - d. A registration to be registered prior to Closing in favour of the Revolving Credit Facility Lender.
  - e. A registration to be registered prior to Closing in favour of EDC.
2. Good Natured Real Estate Holdings (Ontario) Inc. – Parcel Register 14021-0094 at LRO #43:
  - a. Registration PR4305960 from Good Natured Real Estate Holdings (Ontario) Inc. in favour of The Toronto-Dominion Bank
  - b. Registration PR4305961 from Good Natured Real Estate Holdings (Ontario) Inc. in favour of The Toronto-Dominion Bank
  - c. A registration to be registered prior to Closing in favour of the Revolving Credit Facility Lender.
  - d. A registration to be registered prior to Closing in favour of EDC.

### **American Real Property Charges**

1. All real property security granted to American Community Bank & Trust by Good Natured Products Real Estate U.S., LLC in respect of the real property with the municipal address of 11413 North Burlington Road, Richmond, Illinois, United States of America.
2. A registration to be registered prior to Closing in favour of the Revolving Credit Facility Lender in respect of the real property with the municipal address of 11413 North Burlington Road, Richmond, Illinois, United States of America..
3. A registration to be registered prior to Closing in favour of EDC in respect of the real property with the municipal address of 11413 North Burlington Road, Richmond, Illinois, United States of America.