



FORCE FILED

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

NOTICE OF APPLICATION

Names of applicants: good natured Products Inc., & those entities listed in **Schedule "A"**
(collectively, the "**Petitioners**" or the "**Company**")

To: Service List, attached as **Schedule "B"**

TAKE NOTICE that an application will be made by the applicants to the presiding judge or master at the courthouse at 800 Smithe Street, Vancouver, BC on October 31, 2024, at 10:00 a.m. for the orders set out in Part 1 below.

The Petitioners estimate that the application will take 90 minutes.

- ☐ This matter is within the jurisdiction of an associate judge.
- ☒ This matter is not within the jurisdiction of an associate judge.

Part 1: ORDERS SOUGHT

1. The Petitioners seek an order substantially in the form attached as **Schedule "C"** (the "**RVO**" or "**Reverse Vesting Order**"), among other things, approving the transactions (the "**Transactions**") contemplated by the Subscription Agreement (the "**Subscription Agreement**"), among good natured Products Inc. ("**GDNP PubCo**") and HUK 149 Limited (the "**Purchaser**"), as amended, to affect a sale of the Petitioners to the Purchaser by way of a reverse vesting order.

2. The Petitioners seek such other orders, directions, and declarations as counsel for the Petitioners may advise and this Court may deem appropriate in the circumstances.

Part 2: FACTUAL BASIS

3. Capitalized terms used but not otherwise defined in this notice of application shall have the meanings given to them in the First Affidavit of Paul Antoniadis made on June 27, 2024, the Order of this Honourable Court granted June 28, 2024 (the “**Initial Order**”), the Order of this Honourable Court granted July 8, 2024 (the “**ARIO**”), the Order of this Honourable Court granted July 11, 2024 approving DIP financing (the “**DIP Approval Order**”), the Order of this Honourable Court granted July 11, 2024 approving a SISP (the “**SISP Approval Order**”), and the Subscription Agreement, as applicable.
4. All references to monetary amounts in this affidavit are in Canadian dollars unless otherwise stated.

A. Background

5. Pursuant to the Initial Order, this Court (among other things):
 - (a) granted a stay of proceedings in respect of the Petitioners and the Property until July 8, 2024 (the “**Stay Period**”);
 - (b) granted the Administration Charge in the amount of \$100,000;
 - (c) granted the Directors’ Charge in the amount of \$400,000; and
 - (d) appointed A&M as Monitor within these CCAA proceedings.
- Affidavit 4 of Paul Antoniadis, para. 5.*
6. Pursuant to the ARIO, the DIP Approval Order and the SISP Approval Order, this Court (among other things):
 - (a) extended the Stay Period in respect of the Petitioners and the Property until October 25, 2024;
 - (b) increased the amount granted by the Administration Charge to \$250,000;

- (c) authorized the Petitioners to enter into and borrow under the DIP Loan for the extended Stay Period;
- (d) granted the DIP Lender's Charge against the Property in respect of the DIP Loan for the benefit of Wells Fargo, and granted the Cap West Work Fee Charge and the Cap West Success Fee Charge against the Property for the benefit of Capital West Partners (the "**Sales Agent**"); and
- (e) approved the SISP and authorized the Petitioners and the Monitor to implement the SISP pursuant to its terms.

Affidavit 4 of Paul Antoniadis, para. 6.

- 7. On August 29, 2024, this Court (among other things) authorized a key employee retention program and granted a charge on the Property for the benefit of the key employees up to the maximum amount of \$116,000.

Affidavit 4 of Paul Antoniadis, para. 7.

- 8. On October 17, 2024, the Stay Period in respect of the Petitioners and the Property was extended until October 31, 2024, at 11:59 p.m. (Vancouver time).

Affidavit 4 of Paul Antoniadis, para. 8.

- 9. On October 28, 2024, this Court declined to approve the Transactions under a prior version of the Subscription Agreement, with reasons to follow.

Affidavit 6 of Paul Antoniadis, para. 3.

- 10. Following the hearing on October 28, 2024, the Company, the Purchaser and various stakeholders finalized revisions to the Subscription Agreement that address the concerns expressed by the Sales Agent and the Monitor. The Petitioners are accordingly re-seeking the Court's approval of the Subscription Agreement, as revised, and the granting of an RVO.

Affidavit 6 of Paul Antoniadis, para. 4.

B. Chapter 15 US Proceedings

11. On July 2, 2024, the Foreign Representative filed in the United States Bankruptcy Court for the District of Illinois (the “**US Court**”), among other things, a petition seeking Chapter 15 recognition of these CCAA Proceedings in respect of the Petitioners (the “**Chapter 15 Proceedings**”).

Affidavit 4 of Paul Antoniadis, para. 9.

12. On July 31, 2024, the US Court granted the relief sought in the July 2, 2024, application.

Affidavit 4 of Paul Antoniadis, para. 10.

13. On August 8, 2024, the US Court granted additional relief pertaining to the Chapter 15 Proceedings, including appointing a foreign representative.

Affidavit 4 of Paul Antoniadis, para. 11.

14. If this Court grants the RVO sought herein, the Foreign Representative will seek recognition in the Chapter 15 Proceedings as soon as possible.

Affidavit 6 of Paul Antoniadis, para. 5.

C. Pre-Filing Sales Process and the SISP

15. Beginning in July 2023 prior to the commencement of these CCAA proceedings, the Petitioners carried out the Pre-Filing Sale Process with the assistance of William Blair & Company (“**William Blair**”), a boutique investment bank and financial services provider. The Pre-Filing Sale Process:

- (a) ran from July 2023 until the filing of these CCAA proceedings;
- (b) contacted approximately 71 parties resulting in the execution of approximately 21 non-disclosure agreements; and
- (c) resulted in zero bids for any portion of the GDNP Business or its assets.

Affidavit 4 of Paul Antoniadis, para. 11.

16. The Sales Agent commenced the SISP on July 18, 2024. During Phase I, the Sales Agent contacted 165 parties, 49 of which executed a confidentiality agreement and were invited to the data room (the “**Qualified Bidders**”).

Fourth Report of the Monitor, s. 7.1.

17. The SISP Phase I deadline for submissions of the non-binding Letters of Intent (“**LOIs**”) was August 22, 2024. Seven bids were received, and four bidders were invited into Phase II.

Fourth Report of the Monitor, s. 7.3.

18. As at the final bid deadline of September 17, 2024 (as extended by the Petitioners and the Monitor, with the required approval of Wells Fargo), the Sales Agent received one definitive bid, with an additional bid received subsequent to the final bid deadline (collectively, the “**Qualified Final Bids**”).

Fourth Report of the Monitor, s. 7.4.

19. Upon receipt of the Qualified Final Bids, the Petitioners and their legal counsel, in consultation with the Monitor, evaluated the Qualified Final Bids and entered into discussions with the Sales Agent, Wells Fargo and the other secured lenders to determine which of the Qualified Final Bids would be most likely to be considered a Winning Bid (as defined in the SISP). Ultimately, the Qualified Final Bid from the Purchaser was determined to be the highest and otherwise best bid in the SISP. Wells Fargo supported the Qualified Final Bid put forward by the Purchaser as the only Qualified Final Bid received that “could be supported”.

Fourth Report of the Monitor, s. 7.5.

Affidavit 4 of Paul Antoniadis, para. 16.

20. On September 30, 2024, the Purchaser’s bid was selected as the Winning Bid and the Purchaser was notified.

Fourth Report of the Monitor, s. 7.6.

21. Since then, the Petitioners and the Monitor have advanced the Winning Bid to its final form, culminating in the Subscription Agreement. A deposit to the Monitor's satisfaction was collected and deposited into the Monitor's trust account on October 8, 2024.

Fourth Report of the Monitor, s. 7.7-7.8.

D. The Subscription Agreement

22. The Transactions contemplated by the Subscription Agreement have been structured as a "reverse vesting" transaction which provide, among other things, the following Implementation Steps:

- (a) GDNP PubCo shall incorporate and organize ResidualCo as a wholly-owned subsidiary of GDNP PubCo, with nominal consideration for common shares;
- (b) immediately prior to the Closing, GDNP PubCo shall make the KERP Payment and payments pursuant to Section 6.10 of the Subscription Agreement;
- (c) effective as of the Closing Time, the following steps shall take place sequentially pursuant to the RVO:
 - (i) ResidualCo shall be added to the CCAA Proceeding as a Petitioner;
 - (ii) all employees designated by the Purchaser as Terminated Employees will be terminated by the applicable member of the Purchased Entities;
 - (iii) the Excluded Assets, Excluded Contracts and Excluded Liabilities shall transfer to, and vest in, ResidualCo;
 - (iv) the ResidualCo Shares shall be transferred to the Monitor, or another entity designated by the Monitor;
 - (v) to the extent required by Applicable Law, the Reorganization Documents shall be filed or deposited with the applicable Governmental Authority or other Person;
 - (vi) GDNP PubCo shall issue the Purchased Shares to the Purchaser, free and clear of all Encumbrances except for Permitted Encumbrances;

- (vii) the Existing Equity shall be cancelled, or redeemed, for no consideration pursuant to the RVO and the Reorganization Documents;
- (viii) the Purchaser shall satisfy the Purchase Price in accordance with the terms of the Subscription Agreement;
- (ix) from the Closing Payment the Monitor shall make all payments set out in the Subscription Agreement;
- (x) Closing shall be deemed to have occurred;
- (xi) 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;
- (xii) 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;
- (xiii) the Purchaser shall pay to Osler, Hoskin & Harcourt LLP the amount of \$139,000 in trust for and in satisfaction of 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;
 - (B) amounts due to His Majesty the King pursuant to Section 6(3) of the CCAA up to the Closing Date; and

- (C) amounts due to employees pursuant to Section 6(6) of the CCAA up to the Closing Date;
- (xiv) 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 Costs; and
- (xv) the Purchased Entities shall cease to be Petitioners in the CCAA Proceedings.

Affidavit 6 of Paul Antoniadis, Exhibit "A", Schedule "A" Implementation Steps.

Affidavit 4 of Paul Antoniadis, para. 21.

- 23. Upon the Closing, following the issuance of the Purchased Shares, the cancellation of the Existing Equity, and the completion of the Implementation Steps, the Petitioners shall be wholly owned, directly or indirectly, by the Purchaser.

Affidavit 4 of Paul Antoniadis, para. 22.

- 24. The total Purchase Price payable by the Purchaser for the Purchased Shares pursuant to the Subscription Agreement shall be equal to:
 - (a) the Petitioners' indebtedness to Wells Fargo, RBC, TD, ACB, and EDC (collectively, the "**Secured Creditors**"), as of the as of October 25, 2024, plus any additional amounts due through to the Closing Date, all of which shall be Retained Liabilities, and shall be subject to the terms of credit agreements, intercreditor arrangements and documentation as agreed between the Secured Creditors, the Purchaser and the Petitioners; plus
 - (b) the Petitioners' indebtedness to the Monitor, McCarthy Tetrault LLP, Osler, Hoskin & Harcourt LLP, and Akerman LLP, in the specific amounts set out in the Subscription Agreement, which specific amounts of indebtedness shall, for greater certainty, be Retained Liabilities; plus
 - (c) the Priority Payments (as described above); plus

- (d) the value of the Revolving Credit Facility (a \$7,000,000 revolving credit facility to be entered into amongst GDNP PubCo and HUK 147 Limited as of the Closing), including the Closing Payment (as defined below); plus
- (e) 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
- (f) 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; plus
- (g) 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.

Affidavit 6 of Paul Antoniadis, Exhibit "A", s. 3.1.

Affidavit 4 of Paul Antoniadis, para. 23.

25. At the Closing, GDNP PubCo shall cause \$892,500 from the Revolving Credit Facility to be paid to the Monitor, in trust (the "**Closing Payment**"). The Monitor may utilize the Closing Payment to pay and satisfy the Cap West Success Fee Charge.

Affidavit 6 of Paul Antoniadis, Exhibit "A", s. 3.3.

Affidavit 6 of Paul Antoniadis, para. 8.

26. The Secured Creditors, the Monitor, and the Sales Agent are all supportive of the revised Subscription Agreement and the Transactions provided therein.

Affidavit 6 of Paul Antoniadis, para. 9.

27. The Petitioners seek approval of the Subscription Agreement and the Transactions outlined therein. It is the only executable transaction available to the Petitioners that will ensure continuation of their businesses on a going concern basis, thereby preserving the employment of most employees and the go forward value of the relationship for the Petitioners' suppliers and service providers. It is the only transaction that is supported by Wells Fargo and will see all secured debt satisfied. It provides the highest and best value for the Petitioners and their stakeholders.

Affidavit 6 of Paul Antoniadis, para. 10.

28. Following the hearing of the Petitioner's original notice of application on October 28, 2024, and the Court declining to approve the Transaction (as it was then formulated), the Company, the Purchaser and various stakeholders worked to address the concerns expressed by the Sales Agent and the Monitor on the Transaction and, on October 30, 2024, a revised Subscription Agreement was agreed to. The Petitioners are accordingly seeking approval of the revised Subscription Agreement.

Affidavit 6 of Paul Antoniadis, para. 11.

E. Releases and Exculpations

29. In the RVO, the Petitioners seek a release 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
- (in such capacities, collectively, the "**Released Parties**").

30. The proposed releases (the “**Releases**”) include:
- (a) any and all present and future claims against the Released Parties based upon any fact, matter or occurrence in respect of the Subscription Agreement, the Transactions, the Petitioners or their business, operations, assets, property or affairs, or the administration of the Petitioners, these CCAA proceedings and/or the Chapter 15 Proceedings, except (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; and
 - (b) any and all present and future claims against the Purchaser 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.
31. In addition, in the RVO, the Petitioner seek a release of the Purchaser effective upon filing the Monitor’s Certificate from liability related to the Subscription Agreement prior to the filing of the Monitor’s certificate.
32. Further, in the RVO, the Petitioners also seek exculpations of the Released Parties (and the current directors, officers, employees, consultants legal counsel and advisors to the Purchaser) for the purposes of recognition in the Chapter 15 Proceedings (the “**Exculpations**”). The Exculpations cover claims 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 claims related to any act or omission that is determined to have constituted actual fraud, willful misconduct, or gross negligence.

33. The parties released in the Releases and the Exculpations have made significant contributions to the development and implementation of the Petitioners' exit from these CCAA proceedings. The directors and officers of the Petitioners have been, and remain, critical to these CCAA proceedings, including the negotiation and execution of the Subscription Agreement, and the consummation of the Transactions. The directors and officers of ResidualCo will be necessary to facilitate the orderly winddown of these CCAA proceedings. The Monitor and its professional advisors have diligently overseen these CCAA proceedings and been imperative to the success of same.

Affidavit 6 of Paul Antoniadis, para. 15.

Part 3: LEGAL BASIS

34. The Petitioners rely on Sections 3, 5.1, 11, and 36 of the CCAA.

A. The RVO

i. Approving a reverse vesting order

35. The Court's jurisdiction to approve an RVO flows from Section 11 of the CCAA.

CCAA s. 11

Harte Gold (Re), 2022 ONSC 653 at 37

36. To approve an RVO, Courts have considered the factors from Section 36(3) of the CCAA. The factors are not intended to be a checklist or exhaustive:

Factors to be considered

(3) In deciding whether to grant the authorization, the court is to consider, among other things,

- (a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;
- (b) whether the monitor approved the process leading to the proposed sale or disposition;
- (c) whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;
- (d) the extent to which the creditors were consulted;

(e) the effects of the proposed sale or disposition on the creditors and other interested parties; and

(f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.

CCAA s. 36(3)

Quest University (Re), 2020 BCSC 1883 at 174-178

Target Canada Co. (Re), 2015 ONSC 1487 at para. 16;

*Just Energy Group Inc. et. al. v. Morgan Stanley Capital Group Inc. et. al.,
2022 ONSC 6354 at 31*

37. Section 36(3) criteria largely correspond with the principles articulated in *Royal Bank v. Soundair Corp* for the approval of the sale of assets in an insolvency:

- (a) whether sufficient effort has been made to obtain the best price and that the debtor has not acted improvidently;
- (b) the interests of all parties;
- (c) the efficacy and integrity of the process by which offers have been obtained; and
- (d) whether there has been unfairness in the working out of the process.

Quest University (Re), 2020 BCSC 1883 at 176

38. The Transactions contemplated by the Subscription Agreement satisfy the statutory criteria for approval of an RVO pursuant to section 36(3):

- (a) **The solicitation process was reasonable.** The Subscription Agreement is the culmination of significant solicitation efforts on the part of both the Petitioners (in respect of the Pre-Filing Sale Process) and the Petitioners and the Monitor (in respect of the SISP), the latter of which was approved by the Court pursuant to the SISP Approval Order. As part of the Pre-Filing Sale Process, the Petitioners' advisor, William Blair, broadly canvassed the market by engaging with potential investors and purchasers. However, no actionable bids were submitted. As part of the SISP, the Monitor and the Sales Agent made extensive efforts to solicit interest in an acquisition of the Company's business and assets. The SISP was successful, garnering significant participation by interested parties, the receipt of seven bids in

Phase I, and the participation of four Qualified Bidders in Phase II. While only two Qualified Final Bids were received, the SISP was reasonable and effective.

- (b) **The Monitor approved the solicitation process.** The Monitor was actively involved and consulted in the SISP and is supportive of the revised Subscription Agreement.
- (c) **The primary secured creditors were consulted.** The Petitioners consulted with Wells Fargo, RBC, TD Bank, ACB, and EDC where appropriate in the SISP and each is supportive of the revised Subscription Agreement.
- (d) **The Transactions benefit the stakeholders of the Petitioners.** Following the Closing of the Transactions, the Petitioners will continue their operations as a going concern, resulting in, among other things: (i) preservation of the employment of Petitioner employees; (ii) ongoing business for the Petitioners' suppliers and other service providers, and (iii) the preservation of value for the Petitioners' secured creditors through an assumption of all secured debt by the Purchaser.
- (e) **The Purchase Price is fair and reasonable.** The Purchase Price payable pursuant to the Subscription Agreement is fair and reasonable, as confirmed by the results of the Pre-Filing Sale Process and the SISP.

Affidavit 6 of Paul Antoniadis, para. 12.

39. In deciding whether to grant the RVO, this Court should consider the *Harte Gold* factors:

- (a) **Why is the RVO necessary in this case?** The multiplicity of corporate entities comprising the GDNP Business, and multiplicity of the contracts, licences, permits and other assets, located across multiple Canadian provinces and U.S. states, would render an asset sale logistically complex and add significantly to the costs of the Petitioners' restructuring proceedings, including the costs of documenting and implementing the transaction. Further, under the RVO, approximately \$51 million of non-capital losses are carried forward in Canada and the U.S. Some or all of

these tax attributes would be lost to the Purchaser in an asset-based transaction. The Purchaser was only willing to submit a bid in the SISP structured as an RVO.

- (b) **Does the RVO structure produce an economic result at least as favourable as any other viable alternative?** The outcomes of the Pre-Filing Sale Process and the SISP demonstrate that there is no other viable alternative. Further, given the factors identified above, the Petitioners submit that it is reasonable to conclude that the purchase price payable under an asset purchase and sale transaction - to the extent that any such transaction could be identified - would likely be reduced to reflect the additional costs and fewer benefits associated with an asset-based transaction.
- (c) **Is any stakeholder worse off under the RVO structure than they would have been under any other viable alternative?** As noted above, there is no other viable alternative to the proposed Transactions. In any event, no stakeholder is worse off as a result of the transaction with the Purchaser being implemented by way of a reverse vesting order. Among other things, the Purchaser is assuming all accounts payable arising from or related to the Assumed Contracts.
- (d) **Does the consideration being paid for the debtor's business reflect the importance and value of the licences and permits (or other intangible assets) being preserved under the RVO structure?** The Purchase Price reflects the importance and value of the corporate structure and tax attributes being preserved under the RVO structure, and (the Petitioners submit) the lower transaction costs associated with the RVO structure.

Harte Gold (Re), 2022 ONSC 653 at 38;

NextPoint Financial, Inc. (Re), 2023 BCSC 2378 at 19

Affidavit 6 of Paul Antoniadis, para. 13.

- 40. As noted above, the Subscription Agreement is the only executable transaction available to the Petitioners that will ensure continuation of their businesses on a going concern basis. Both the Subscription Agreement and the proposed RVO meet every aspect of the tests enumerated in the caselaw for approval of same. The Subscription Agreement should

accordingly be approved, and the Reverse Vesting Order granted for the benefit of the Petitioners' stakeholders.

CCAA s. 36(6)

ii. *ResidualCo*

41. The Petitioners are seeking authorization to have ResidualCo added as a Petitioner in these CCAA proceedings.
42. Section 3 of the CCAA provides the Court with authority with respect to both debtor companies and their affiliates. CCAA Courts have authorized the addition of an entity to the CCAA proceedings for enabling a transaction involving a reverse vesting order.

See for example Quest University (Re), 2020 BCSC 1883 at 133

43. As such, it is appropriate for this Court to allow ResidualCo be added as a Petitioner in these CCAA proceedings.

iii. *Cancellation of shares*

44. Included in the Transactions, the Petitioners are seeking to cancel (or redeem for zero value) all the issued and outstanding shares of GDNP PubCo, other than the shares to be issued to the Purchaser in connection with the RVO.
45. CCAA Courts have recognized that this is a typical and reasonable step in the context of an RVO, reasoning "it is reasonable to cancel the existing shares and issue new common shares to the Purchaser... Similar approaches have been used in other reverse vesting order transactions... Since the existing shareholders have no economic interest in the company, there is no entitlement to recovery unless all creditors are paid in full."

*Just Energy Group Inc. et. al. v. Morgan Stanley Capital Group Inc. et. al.,
2022 ONSC 6354 at 84*

Affidavit 6 of Paul Antoniadis, para. 15.

B. Releases

46. Section 11 of the CCAA grants this Court the jurisdiction to make any order that it considers appropriate in the circumstances, including granting releases not only of the CCAA debtors, but of third parties such as the Released Parties.

CCAA s. 11

47. Third party releases (i.e., releases in favour of parties other than the CCAA debtor company) have been granted in CCAA proceedings, including where there is no plan of compromise and arrangement. Such releases have been granted in the context of RVOs on a number of occasions. CCAA Courts have noted that:

[...] it has now become commonplace for third-party releases, in favour of parties to a restructuring, their professional advisors, as well as their directors, officers and others, to be approved outside of a plan in the context of a transaction.

Arrangement relative a Blackrock Metals Inc., 2022 QCCS 2828 at 128;

48. The same test for granting third party releases in a CCAA plan applies to a release in an RVO. It is not necessary for all factors to apply. The Court must consider:
- (a) whether the parties to be released were necessary to the restructuring of the debtor;
 - (b) whether the claims to be released are rationally connected to the purpose of the restructuring and necessary for it;
 - (c) whether the restructuring could succeed without the releases;
 - (d) whether the parties being released contributed to the restructuring; and
 - (e) whether the releases benefit the debtors as well as the creditors generally.

Arrangement relative a Blackrock Metals Inc., 2022 QCCS 2828 at 130

Harte Gold (Re), 2022 ONSC 653 at 78-86

NextPoint Financial, Inc. (Re), 2023 BCSC 2378 at 25

Re Green Relief Inc., 2020 ONSC 6837 at 28

49. The Releases and the Exculpations are rationally connected to the restructuring and essential to its success. The granting of the RVO (including the Releases and the Exculpations) is a condition to the closing and implementation of the Transactions.

Affidavit 6 of Paul Antoniadis, para. 15.

50. The parties released in the Releases and the Exculpations have made significant contributions to the development and implementation of the Petitioners' exit from these CCAA proceedings. The directors and officers of the Petitioners have been and remain critical to these CCAA proceedings, including the negotiation and execution of the Subscription Agreement, and the consummation of the Transactions contemplated thereby. The directors and officers of ResidualCo will be necessary to facilitate the orderly winddown of these CCAA proceedings. The Monitor and its professional advisors have diligently overseen these CCAA proceedings and been imperative to the success of same.

Affidavit 6 of Paul Antoniadis, para. 15.

51. As such, without their direct involvement, the Transactions would not be possible. If the RVO is granted on the terms sought and the Transactions completed, the GDNP Business will continue, and its going-concern value will be preserved for the benefit of stakeholders.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Paul Antoniadis made on June 28, 2024;
2. Affidavit #3 of Paul Antoniadis made on July 11, 2024;
3. Affidavit #4 of Paul Antoniadis made on October 23, 2024;
4. Affidavit #6 of Paul Antoniadis made on October 30, 2024;
5. The Monitor's Fourth Report to Court filed on October 16, 2024;
6. The Monitor's Fifth Report to Court filed on October 25, 2024;
7. The Monitor's Sixth Report to Court, to be filed; and

8. Such further and other material as counsel may advise and this Court may allow.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Dated: October 30, 2024



Signature of ☐ Applicant(s)
☒ Lawyer for applicant(s)
Emma Newbery

Christian
Gorton for:

To be completed by the court only:

Order made

[] in the terms requested in paragraphs of Part 1 of this notice of application

[] with the following variations and additional terms:

.....
.....
.....

Date:[dd/mmm/yyyy].....

.....
Signature of [] Judge [] Associate Judge

Appendix

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☐ none of the above

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
Service List

(see attached)

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

SERVICE LIST

Current to: October 27, 2024

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<p>GOLDBERG KOHN 55 E Monroe Street, Suite 3300 Chicago, IL 60603</p> <p>Dimitri Karcazes Direct: 312.201.3976 Email: Dimitri.Karcazes@goldberghkohn.com</p> <p><i>US Counsel for Wells Fargo Capital Finance Corporation Canada</i></p>	<p>ERNST & YOUNG 100 Adelaide Street West, P.O. Box 1 Toronto, ON M5H 0B3</p> <p>John F. Barrett Direct: 416.943.2638 Email: John.F.Barrett@parthenon.ey.com</p> <p>Philippe Mendelson Direct: 604.891.8491 Email: Philippe.mendelson@parthenon.ey.com</p> <p><i>Financial Advisor to Wells Fargo</i></p>
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SCHEDULE “A”

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.
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B. US Petitioners

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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 C
Draft Order

(see attached)

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

ORDER MADE AFTER APPLICATION
(APPROVAL AND REVERSE VESTING ORDER)

BEFORE THE HONOURABLE)	
MADAM JUSTICE FITZPATRICK)	2024/10/31
)	

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 31st day of October, 2024; AND ON HEARING Emma Newbery, counsel for the Petitioners and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including the Sixth Affidavit of Paul Antoniadis sworn October 30, (the "**Sixth Antoniadis Affidavit**"); 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 23, 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 Sixth Affidavit of Paul Antoniadis, 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 1508538 B.C. Ltd. 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 registered as Instrument No. WR1590089 on August 19, 2024 and Certificate of Action registered as Instrument No. WR1602426 on October 29, 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. The Transaction shall not close unless the Petitioners, the Purchaser, and EDC enter into the EDC Amending Agreement on terms acceptable to EDC, acting reasonably, and an intercreditor agreement on terms acceptable to EDC, Wells Fargo, RBC, and TD, acting reasonably; 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 Lien, being \$87,209.42, plus 25% for security for costs under the Ontario *Construction Act*, RSO 1990, c. C.30, s. 44(1), being a total of \$109,011.78 which specific amount shall, for greater certainty, be a Retained Liability, shall be paid into the Superior Court of Justice of Ontario by way of the Accountant of the Superior Court, in trust for Court File No. CV 24-1840, pending the resolution of the Spark Power Claim as determined by the Ontario Superior Court of Justice. If, following resolution of the Spark Power Claim, as determined by the Court or agreement, there remain funds in trust with the Monitor for the Spark Power Lien, the funds will be returned to the Monitor to GDNP PubCo. Such payment shall vacate the Spark Power Construction Lien and Certificate of Action, and satisfy all of the Monitor's obligations in relation to the Spark Power construction Lien; 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 \$892,500 (being \$850,000 + GST) 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.

AMENDMENT TO PARCEL REGISTER BEARING P.I.N 03848-0103 (LT):

21. Without limiting the generality of paragraph 11, this Court orders that, upon delivery of the Monitor's Certificate to the Petitioners and the Purchaser, the Claim of Lien of Spark Power Low Voltage Services Inc. registered as Instrument No. WR1590089 on August 19, 2024 and Certificate of Action registered as Instrument No. WR1602426 on October 29, 2024 (collectively, the "**Spark Lien**"), against the lands and premises denoted by PIN 03848-0103 (LT) and legally described as LT 9 PL 1407 NORTH DUMFRIES; PT LT 31 CON 11 NORTH DUMFRIES, PT RDAL BTN LT 30 & 31 CON 11 NORTH DUMFRIES CLOSED BY BYLAW WS607557, PTS 14 & 15 67R1392; S/T WS607559, WS607564; NORTH DUMFRIES (the "**Ayr Property**") in the Land Titles Division of Land Registry Office No. 58 (Waterloo), is hereby vacated.

22. This Court orders that, upon registration in the Land Titles Division of the Land Registry Office of Waterloo (No. 58), of an Application to Amend Based on Court Order in the form prescribed by the *Land Titles Act* (Ontario) and/or the *Land Registration Reform Act* (Ontario), the Land Registrar is hereby ordered and directed to vacate and remove from title to the Ayr Property the Spark Lien and any subsequent title registrations or encumbrances related to the Spark Lien.

PRE-CLOSING REORGANIZATION

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

28. 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.

29. 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.

30. Without affecting or limiting the releases set forth in paragraphs 28 and 29 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.

31. 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

32. 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.

33. 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.

34. 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.

35. 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

36. 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.

37. 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 1508538 B.C. LTD.

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

39. 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.

40. 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

NAME	APPEARING FOR
Emily Paplawski (remotely) Emma Newbery Christian Garton	The Petitioners
Lance Williams Ashley Bowron	The Monitor
Scott H. Stephens	Toronto-Dominion Bank
Matthew Cressatti (remotely) Larry Ellis (remotely)	The Purchaser
Peter J. Reardon	Capital West Partners
Maya Poliak (remotely) Laura Culleton (remotely)	Export Development Canada
Valerie Cross (remotely) Cassandra Federico	Royal Bank of Canada
Evan Cobb (remotely)	Wells Fargo Capital Finance Corporation Canada
Rosamund Taylor	Spark Power Low Voltage Services Inc.

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, as amended and renewed from time to time

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
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
 - 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
 - b. Registration: 785240487 20220726 1432 9234 3925 in favour Wells Fargo Capital Finance Corporate Canada
 - i. Inventory, Equipment, Accounts, Other and Motor Vehicle
 - ii. Expiry: July 26, 2029
- 7. Debtor: Good Natured Products (US) Inc.
 - a. Registration: 785321406 20220728 1258 9234 3984 in favour Wells Fargo Capital Finance Corporate Canada
 - i. Inventory, Equipment, Accounts, Other and Motor Vehicle
 - ii. Expiry: July 28, 2029

II. British Columbia PPR Registrations

- 8. 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
- 9. 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
- 10. 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
 - b. Base Registration: 882355N Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: July 26, 2029 at 11:59:59 pm PST
 - c. Base Registration: 882399N Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: July 26, 2029 at 11:59:59 pm PST
 - d. Base Registration: 882409N Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: July 26, 2029 at 11:59:59 pm PST
 - e. Base Registration: 882386N Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: July 26, 2029 at 11:59:59 pm PST
 - f. Base Registration: 882404N Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: July 26, 2029 at 11:59:59 pm PST
- 11. Debtor: Good Natured Real Estate Holdings (Ontario) Inc.
 - a. Base Registration: 882415N Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: July 26, 2029 at 11:59:59 pm PST
 - b. 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
 - c. 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
 - d. 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
 - e. 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
 - f. 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
- 12. Debtor: Good Natured Products Industrial Canada LP and Good Natured Products Industrial Canada GP Inc.
 - a. Base Registration: 882430N Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: July 26, 2029 at 11:59:59 pm PST
- 13. Debtor: Good Natured Products (US) Inc.
 - a. Base Registration: 888652N Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: July 28, 2029 at 11:59:59 pm PST
- 14. Debtors: Good Natured Products Packaging Brampton LP Good Natured Products Packaging Brampton GP Inc.
 - a. Base Registration: 269597P Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: December 23, 2029 at 11:59:59 pm PST
- 15. Debtors: Good Natured Products Packaging Canada LP and Good Natured Products Packaging Canada GP Inc.
 - a. Base Registration: 269598P Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: December 23, 2029 at 11:59:59 pm PST
- 16. Debtors: Good Natured Products Packaging Brampton GP Inc.
 - a. Base Registration: 269599P Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: December 23, 2029 at 11:59:59 pm PST
- 17. Debtors: Good Natured Products Industrial Canada GP Inc.
 - a. Base Registration: 269600P Wells Fargo Capital Finance Corporation Canada

- i. Expiry: December 23, 2029 at 11:59:59 pm PST
- 18. Debtors: Good Natured Products Packaging Canada GP Inc.
 - a. Base Registration: 269601P Wells Fargo Capital Finance Corporation Canada
 - i. Expiry: December 23, 2029 at 11:59:59 pm PST
- 19. 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: 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
 - b. 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
 - c. 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

III. Ontario and British Columbia

- 20. 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.

IV. United States

- 21. Debtor: Good Natured Products (US) Inc.
 - a. State: Delaware
 - b. Registration Number: 2022 7172554
 - c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
 - d. Expiry Date: August 25, 2027
- 22. Debtor: Good Natured Products Direct LLC
 - a. State: Delaware
 - b. Registration Number: 2023 1852242
 - c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
 - d. Expiry Date: March 9, 2028
- 23. Debtor: Good Natured Products Packaging US LLC
 - a. State: Delaware
 - b. Registration Number: 2023 1852721
 - c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
 - d. Expiry Date: March 9, 2028
- 24. Debtor: Good Natured Products Inc.
 - a. State: District of Columbia

- b. Registration Number: 2022089751
 - c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
 - d. Expiry Date: August 25, 2027
25. Debtor: Good Nured Products (CAD) Inc.
- a. State: District of Columbia
 - b. Registration Number: 2022089750
 - c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
 - d. Expiry Date: August 25, 2027
26. Debtor: Good Nured Products (Illinois), LLC
- a. State: Illinois
 - b. Registration Number: 28833423
 - c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
 - d. Expiry Date: August 25, 2027
27. Debtor: Good Nured Products Real Estate U.S., LLC
- a. State: Illinois
 - b. Registration Number: 28826990
 - c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
 - d. Expiry Date: August 25, 2027
28. Debtor: Good Nured Products (Texas) LLC
- a. State: Texas
 - b. Registration Number: 22-0042533960
 - c. Collateral: All assets and properties of the Debtor, whether now owned or hereafter acquired, wherever located, and all proceeds and products thereof.
 - d. Expiry Date: August 25, 2027

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 Nured Real Estate Holdings (Ontario) Inc. – Parcel Register 14021-0094 at LRO #43:
 - a. Registration PR4305960 from Good Nured Real Estate Holdings (Ontario) Inc. in favour of The Toronto-Dominion Bank
 - b. Registration PR4305961 from Good Nured 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.