

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

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ALEAFIA
HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM
REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL
CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC.,
ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.**

Applicants

**MOTION RECORD OF THE APPLICANTS
(RETURNABLE NOVEMBER 27, 2023)**

November 21, 2023

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
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AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.**

Applicants

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TAB 1

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

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

AND IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA
HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM
REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION,
ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL
INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Applicants

**NOTICE OF MOTION
(returnable November 27, 2023)**

The Applicants, Aleafia Health Inc. (“**Aleafia Parent**”), Emblem Corp. (“**Emblem**”), Emblem Cannabis Corporation (“**Emblem Cannabis**”), Emblem Realty Ltd. (“**Emblem Realty**”), Growwise Health Limited (“**Growwise**”), Canabo Medical Corporation (“**Canabo**”), Aleafia Inc. (“**Aleafia Sub**”), Aleafia Farms Inc. (“**Aleafia Farms**”), Aleafia Brands Inc. (“**Aleafia Brands**”), Aleafia Retail Inc. (“**Aleafia Retail**”), 2672533 Ontario Inc. (“**2672**”) and 2676063 Ontario Inc. (“**2676**”) and with Aleafia Parent, Emblem, Emblem Cannabis, Emblem Realty, Growwise, Canabo, Aleafia Sub, Aleafia Farms, Aleafia Brands, Aleafia Retail and 2672, the “**Aleafia Group**” or the “**Applicants**”) will make a motion to a Judge of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on November 27, 2023 at 10:30 a.m.

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

- in writing under subrule 37.12.1 (1);
- in writing as an opposed motion under subrule 37.12.1 (4);
- in person;
- by telephone conference;
- by video conference.

THIS MOTION IS FOR:

1. An Order, substantially in the form contained in the Motion Record:
 - (a) if necessary, abridging the time for service of this Notice of Motion and Motion Record and dispensing with service on any person other than those served;
 - (b) extending the Stay Period (as defined in the Amended and Restated Initial Order (the “**ARIO**”) made in these proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) dated August 4, 2023) to January 26, 2024;
 - (c) approving and authorizing the Applicants to enter into the Second DIP Term Sheet Amendment (as defined herein); and
 - (d) such further and other relief as may be requested by the Applicants and that this Honourable Court considers just.

THE GROUNDS FOR THIS MOTION ARE:

2. The Aleafia Group is a federally licensed Canadian cannabis company providing cannabis products to five of Canada’s largest provinces (Ontario, Alberta, British Columbia, Saskatchewan and Manitoba) and destined for select international medical cannabis markets;
3. On July 25, 2023, the Honourable Madam Justice Conway granted an initial order which, *inter alia*, appointed KSV Restructuring Inc. as Monitor over the Applicants (in such capacity, the “**Monitor**”) and provided protection to the Aleafia Group under the CCAA;
4. On August 4, 2023, the Honourable Justice Penny granted the ARIO which, *inter alia*, extended the Stay Period to September 1, 2023, authorized the Applicants to refrain from making certain securities filings during the Stay Period, increased the amounts which the Applicants may borrow under the DIP facility to \$6.6 million, increased the amounts which the Applicants may pay critical third-party suppliers for certain pre-filing obligations to \$500,000 and increased the Charges (as defined in the ARIO) as follows:

- (a) First – the Administration Charge increased to \$1,250,000 from \$500,000;
 - (b) Second – the DIP Lender’s Charge increased to the maximum amount of the DIP Obligations (as defined in the ARIO) at the relevant time up to \$6,600,000 from \$2,700,000; and
 - (c) Third – the Directors’ Charge increased to \$2,850,000 from \$835,000;
5. On August 22, 2023, the Honourable Madam Justice Conway granted an order authorizing the Monitor, with the assistance of the Aleafia Group’s management team, to undertake a sale and investment solicitation process for the sale of the Aleafia Group’s (i) property, assets and undertakings or shares in the capital of one or more of the Applicants, and (ii) the Aleafia Group’s business operations;
6. On October 27, 2023, the Applicants brought a motion for orders, among other things:
- (a) Approving the amended and restated stalking horse asset purchase and subscription agreement dated October 24, 2023 (the “**Amended and Restated SHA**”), along with the sale transaction contemplated therein (the “**RWB Sale Transaction**”), by way of the approval and reverse vesting order made in these proceedings dated October 30, 2023 (the “**RWB RVO**”);
 - (b) approving the agreement of purchase and sale dated September 15, 2023 between Aleafia Farms, as seller, and Siva Selvan, for IFS Rent and Leasing Services Inc., as purchaser, and the sale transaction contemplated therein, by way of an approval and vesting order (the “**Grimsby AVO**”);
 - (c) granting certain releases of, among others, the current directors and officers of the Applicants and Residual Co. (as defined below), as well as counsel to the Applicants, the Monitor, and counsel to the Monitor;
 - (d) authorizing the addition of 1000682692 Ontario Inc. (“**Residual Co.**”) as an Applicant in the CCAA proceedings;
 - (e) authorizing the distribution of the Net Proceeds (as defined in the Grimsby AVO);

- (f) approving the key employee retention plan for certain senior management personnel;
 - (g) extending the Stay Period to November 30, 2023;
 - (h) authorizing certain enhanced powers of the Monitor;
 - (i) approving the Monitor's reports filed in connection with these CCAA proceedings, and the activities and conduct of the Monitor as reported therein;
 - (j) sealing Confidential Appendices "1" and "2" to the Third Report of the Monitor; and
 - (k) authorizing certain amendments to the DIP Term Sheet and a corresponding increase in the DIP Lender's Charge (terms as defined in the ARIO);
7. The Court granted the Grimsby AVO on October 27, 2023. The Court granted the RWB RVO and the remaining relief, by way of an ancillary order, on October 30, 2023;
8. The sale transaction contemplated by the Grimsby AVO closed on November 1, 2023;

Stay Extension

9. The current Stay Period is set to expire on November 30, 2023;
10. The Applicants, and their respective affiliates, partners, employees, advisors and agents, require additional time to close the RWB Sale Transaction and attend to administrative matters, including the winding-up and/or dissolution of the Applicants and Residual Co.;
11. The Applicants, in cooperation with the Monitor, have been working to complete the Implementation Steps (as defined in the Amended and Restated SHA) and other conditions precedent to the closing of the RWB Sale Transaction;
12. As of the filing of this motion record, a number of the closing deliverables relating to the RWB Sale Transaction have been materially settled and certain of the Implementation

Steps have been completed. The remaining material conditions relate to the approval and renewal of certain Licences, which is well underway.

13. The Applicants have been acting and continue to act in good faith and with due diligence. It is just and convenient and in the interests of the Applicants and their stakeholders to extend the Stay Period;
14. No creditor will suffer material prejudice as a result of the extension of the Stay Period;
15. The Applicants therefore seek a further extension of the Stay Period to January 26, 2024;

DIP Term Sheet Amendment

16. The Applicants and the DIP Lender have agreed to further amend the terms of the DIP Term Sheet pursuant to a second amendment to the DIP Term Sheet dated November 21, 2023 (the “**Second DIP Term Sheet Amendment**”). Under the terms of the Second DIP Term Sheet Amendment, the DIP Lender has agreed to permit the Applicants to re-borrow amounts under the DIP Facility up to the maximum amount of \$8,000,000. The Applicants previously repaid the DIP Lender approximately \$3,100,000 pursuant to the Grimsby AVO;
17. In addition, the DIP Lender has agreed to extend the maturity date (the “**Maturity Date**”) to the earlier of: (i) December 15, 2023 and (ii) the closing date of the RWB Sale Transaction. This amendment is to accommodate the ongoing CRA and Health Canada approvals currently underway for the Licenses;
18. The Second DIP Term Sheet Amendment and the extension to the Maturity Date will address the financial needs of the Applicants to sustain operations as a going concern until the RWB Sale Transaction can close;
19. The parties to the Amended and Restated SHA have also mutually agreed to certain amendments thereto including changes to the Excluded Liabilities (as defined therein) listed in Schedule 2.5 and the timeline with respect to the Maturity Date and the date of closing of the RWB Sale Transaction;

STATUTORY REGIME

20. Sections 11 of the CCAA and the inherent and equitable jurisdiction of this Court;
21. The Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;
22. Such further and other grounds as counsel may advise and this Court may permit;

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing:

23. The affidavit of Patricia Symmes-Rizakos sworn November 21, 2023; and
24. Such further and other evidence as counsel may advise and this Court may permit.

Date: November 21, 2023

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Lawyers for the Aleafia Group

TO: SERVICE LIST

IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Court File No: CV-23-00703350-00CL

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

Proceedings commenced at Toronto

**NOTICE OF MOTION
(returnable November 27, 2023)**

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Lawyers for the Aleafia Group

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	MONDAY, THE 27 TH
)	
JUSTICE PENNY)	DAY OF NOVEMBER, 2023

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

AND IN THE MATTER OF PLAN OF COMPROMISE OR
ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM
CORP., EMBLEM CANNABIS CORPORATION, EMBLEM
REALTY LTD., GROWWISE HEALTH LIMITED., CANABO
MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA
FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL
INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

(collectively, the “**Applicants**”)

**ORDER
(Stay Extension Order)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C 1985, c. C-36, as amended (the “**CCAA**”), for an order extending the Stay Period (as defined in the Amended and Restated Initial Order made in these CCAA proceedings dated August 4, 2023 (the “**ARIO**”)) was heard by videoconference on November 27, 2023.

ON READING the Applicants’ Motion Record, including the affidavit of Patricia Symmes-Rizakos sworn November 21, 2023 (the “**Symmes Affidavit**”), and on hearing the submissions of counsel for the Applicants, counsel for KSV Restructuring Inc., in its capacity as court-appointed monitor (in such capacity, the “**Monitor**”), and such other parties listed on the

Participant Information Form, no one appearing for any other party although duly served as appears from the Affidavit of Service of Cristian Delfino, as filed,

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 14 of the ARIO) be and is hereby extended until and including January 26, 2024.

DIP AMENDMENT

3. **THIS COURT ORDERS** that the execution by the Applicants of the second amendment to the amended and restated DIP facility term sheet dated November 21, 2023 (the “**Second DIP Term Sheet Amendment**”), a copy of which is attached as Exhibit “K” to the Symmes Affidavit, is hereby authorized and approved pursuant to and under the terms therein.

4. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such Definitive Documents (as defined in the ARIO), as are contemplated by the Second DIP Term Sheet Amendment or as may be reasonably required by the DIP Lender (as defined in the ARIO) pursuant to the terms thereof.

GENERAL

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

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

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

7. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without the need for entry or filing.

IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Applicants

Court File No. CV-23-00703350-00CL

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Proceedings commenced at Toronto

**ORDER
(Stay Extension Order)**

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TAB 3

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

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INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Applicants

**AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn November 21, 2023)**

I, **Patricia Symmes-Rizakos**, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the Chief Executive Officer of Aleafia Health Inc. ("**Aleafia Parent**") and together with its Subsidiaries (as defined herein), the "**Applicants**" or "**Aleafia Group**").
2. Emblem Corp. ("**Emblem**"), Emblem Cannabis Corporation ("**Emblem Cannabis**"), Emblem Realty Ltd. ("**Emblem Realty**"), Growwise Health Limited ("**Growwise**"), Canabo Medical Corporation ("**Canabo**"), Aleafia Inc. ("**Aleafia Sub**"), Aleafia Farms Inc. ("**Aleafia Farms**"), Aleafia Brands Inc. ("**Aleafia Brands**"), Aleafia Retail Inc. ("**Aleafia Retail**"), 2672533 Ontario Inc. ("**2672**") and 2676063 Ontario Inc. ("**2676**") are various subsidiaries of Aleafia Parent (individually, a "**Subsidiary**" and collectively, the "**Subsidiaries**"). Aleafia Group, through Aleafia Retail, also has a minority interest in a certain other non-Applicant affiliate.

3. I have been the Chief Executive Officer of Aleafia Parent since February 2022. As such, I have personal knowledge of the matters to which I depose in this Affidavit except where I have obtained information from others. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true.

4. This affidavit is made in support of a motion by the Applicants for relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), seeking an order, which, *inter alia*, (i) grants an extension of the Stay Period (as defined in the ARIO) to January 26, 2024 and (ii) approves and authorizes the Applicants to enter into the Second DIP Term Sheet Amendment (as defined herein).

5. Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in my affidavit sworn on October 20, 2023 (the "**October 20th Affidavit**").

6. My previous affidavits, including the October 20th Affidavit, sworn and filed in these CCAA proceedings should be referred to for additional background about the Aleafia Group, the events leading up to filing and the sale transactions that have been approved in these proceedings. A copy of each of these affidavits is attached to this affidavit (without Exhibits) as **Exhibits "A"**, **"B"**, **"C"** and **"D"**, respectively. Copies of all public materials filed in the CCAA proceedings are available on the website of the Monitor: <https://www.ksvadvisory.com/experience/case/aleafia>.

7. In preparing this Affidavit, I consulted with the Applicants' legal and financial advisors and reviewed relevant documentation and information concerning the Applicants' operations, financial affairs and marketing activities. I am authorized to swear this Affidavit as the corporate representative of the Applicants.

II. BACKGROUND AND STATUS OF THE CCAA PROCEEDINGS

8. The Aleafia Group applied for relief under the CCAA as a result of its financial difficulties. On July 25, 2023 the Court granted the Initial Order (the “**Initial Order**”) which, *inter alia* (terms as defined in the Initial Order):

- (a) declared that the Applicants are parties to which the CCAA applies;
- (b) appointed KSV Restructuring Inc. as an officer of the Court to monitor the assets, business, and affairs of the Applicants (in such capacity, the “**Monitor**”);
- (c) approved the Applicants’ ability to borrow up to \$2,270,000 under a debtor-in-possession credit facility pursuant to the terms of the DIP term sheet dated July 24, 2023 (as amended and restated, the “**DIP Term Sheet**”), with RWB as DIP lender (the “**DIP Lender**”), to finance their working capital requirements and other general corporate purposes, expenses and costs over the CCAA proceedings;
- (d) stayed, for an initial period of not more than ten (10) days, all proceedings and remedies taken or that might be taken in respect of the Applicants, the Monitor, their directors and officers, or affecting the Applicants’ business or property, except as otherwise set forth in the Initial Order;
- (e) granted the following charges (collectively, the “**Charges**”) over the Applicants’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “**Property**”):

- (i) the Administration Charge in favour of the Monitor, counsel to the Monitor, and counsel to the Applicants;
 - (ii) the DIP Lender's Charge in favour of the DIP Lender; and
 - (iii) the Directors' Charge in favour of the Directors and Officers;
- (f) approved payment to certain suppliers who are critical to the business and operations of the Aleafia Group; and
- (g) authorized the Aleafia Group to continue to use the Cash Management System.
9. A copy of the Initial Order is attached hereto at **Exhibit "E"**.
10. At the comeback hearing on August 4, 2023, the Court granted the Amended and Restated Initial Order (the "**ARIO**") which, *inter alia*:
- (a) extended the Stay Period to September 1, 2023;
 - (b) approved and authorized the Applicants to increase the amounts which they may borrow under the DIP Term Sheet to a maximum of \$6,600,000 in accordance with the terms of the DIP Term Sheet;
 - (c) relieved Aleafia Parent from any obligation to call and hold an annual meeting of its shareholders until further order of this Court;
 - (d) granted authority for the Applicants to incur no further expenses in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the "**Securities Filings**") that may be required by

any federal, provincial, or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, and declared that none of the directors, officers, employees, and other representatives of the Applicants or the Monitor in these CCAA proceedings (and its directors, officers, employees and representatives) shall have any personal liability for any failure by the Applicants to make the Securities Filings; and

- (e) granted the following increases to the priority Charges against the Property, which were granted in the Initial Order:
 - (i) First – the Administration Charge increased to \$1,250,000 from \$500,000;
 - (ii) Second – the DIP Lender’s Charge increased to the maximum amount of the DIP Obligations (as defined in the ARIO) at the relevant time;
 - (iii) Third – the Directors’ Charge increased to \$2,850,000 from \$835,000; and
- (f) increased the maximum allowable payment to certain suppliers who are critical to the business and operations of the Aleafia Group to \$500,000.

11. A copy of the ARIO is attached hereto at **Exhibit “F”**.

12. On August 22, 2023, the Court granted the SISP Order (the “**SISP Order**”) which, *inter alia*:

- (a) extended the Stay Period to October 31, 2023;
- (b) approved the Sale and Investment Solicitation Process (the “**SISP**”) in respect of the Applicants; and

- (c) approved the Stalking Horse Agreement dated August 10, 2023 among Aleafia Parent, Emblem Cannabis, Canabo, Aleafia Farms, Aleafia Retail, the DIP Lender and RWB (PV) Canada Inc. (the “**RWB Purchaser**”), for the purpose of constituting the “Stalking Horse Bid” under the SISP, *nunc pro tunc*, with such minor amendments as may be acceptable to each of the parties thereto, with the prior written approval of the Monitor.
- 13. A copy of the SISP Order is attached hereto at **Exhibit “G”**.
- 14. On October 27, 2023, the Applicants brought a motion for orders, among other things:
 - (a) approving the amended and restated stalking horse asset purchase and subscription agreement between Emblem Cannabis, Canabo, Aleafia Retail, Aleafia Parent, RWB and RWB Purchaser dated October 24, 2023 (the “**Amended and Restated SHA**”), along with the sale transaction contemplated therein (the “**RWB Sale Transaction**”), by way of an approval and reverse vesting order (the “**RWB RVO**”); and
 - (b) approving the agreement of purchase and sale dated September 15, 2023 between Aleafia Farms, as seller, and Siva Selvan, for IFS Rent and Leasing Services Inc., as purchaser, and the sale transaction contemplated therein (the “**Grimsby Transaction**”), by way of an approval and vesting order (the “**Grimsby AVO**”).
- 15. Pursuant to the RWB RVO, the Court also:
 - (a) approved certain releases of, among others, the current directors and officers of the Applicants and Residual Co. (as defined below), as well as counsel to the

Applicants, the Monitor, and counsel to the Monitor with respect to claims arising in connection with or relating to the CCAA proceedings;

- (b) added 1000682692 Ontario Inc. (“**Residual Co.**”) as an Applicant in the CCAA proceedings and the subsequent amendment to the style of cause following closing of the RWB Sale Transaction;

16. On this same date, the Applicants also sought and obtained an Order (the “**Ancillary Order**”) for, *inter alia*:

- (a) approval of certain amendments to the DIP Term Sheet and a corresponding increase in the DIP Lender’s Charge (terms as defined in the ARIO);
- (b) approval of the distribution of the Net Proceeds (as defined in the Grimsby AVO) to the DIP Lender to permanently repay the DIP Facility (as defined in the DIP Term Sheet);
- (c) approval of the key employee retention plan for certain senior management personnel;
- (d) an extension of the Stay Period to and including November 30, 2023;
- (e) approval of certain enhanced powers of the Monitor following closing of the RWB Sale Transaction;
- (f) sealing Confidential Appendices “1” and “2” to the Third Report of the Monitor dated October 25, 2023 (the “**Third Report**”); and

- (g) approval of the Third Report, the prior reports of the Monitor filed in connection with these CCAA proceedings, and the activities and conduct of the Monitor as reported therein.

17. The Court granted the Grimsby AVO on October 27, 2023. The Court also granted the RWB RVO and the Ancillary Order on October 30, 2023. Copies of the Grimsby AVO, the RWB RVO and the Ancillary Order are attached collectively hereto as **Exhibits “H”, “I” and “J”**, respectively.

18. Since the granting of the Grimsby AVO, the RWB RVO and the Ancillary Order, the activities of the Applicants, with the assistance of their advisors and the Monitor, include, *inter alia*:

- (a) communicating with various stakeholders and preparing to transition various managerial and operational responsibilities to the Monitor in light of the enhanced powers;
- (b) closing the Grimsby Transaction on November 1, 2023 and certain post-closing ancillary matters in connection therewith;
- (c) attending to pre-closing matters with respect to the RWB Sale Transaction, including:
 - (i) working with the RWB Purchaser to ensure all regulatory approvals are in place in order to maintain the Health Canada and cannabis excise licenses (collectively, the “**Licences**”) held by each of Aleafia Farms and Emblem Cannabis, respectively;

- (ii) ensuring the successful transition of provincial cannabis supplier agreements, as applicable, to the Purchaser; and
- (iii) ensuring the closing deliverables under the Amended and Restated SHA are underway or completed.

19. At the time of this Affidavit, a majority of closing deliverables are materially settled, and certain of the Implementation Steps (as defined in the Amended and Restated SHA) have been completed. The remaining material conditions relate to the approval and renewal of certain Licences, which is well underway.

20. The RWB Sale Transaction was scheduled to close on or about November 22, 2023, assuming all licensing matters are resolved with the regulatory bodies. It is possible that the closing date of the RWB Sale Transaction could be delayed by a couple of weeks if approvals are not obtained by such date.

21. The Aleafia Group continues to work with the Monitor in good faith to respond to numerous creditor and stakeholder inquiries on a daily basis.

III. RELIEF SOUGHT

Extension of the Stay Period

22. The Applicants have acted, and continue to act, in good faith and with due diligence in these CCAA proceedings since the granting of the Initial Order. The extension of the Stay Period is necessary and appropriate in the circumstances to provide the Applicants with continued breathing space while they attempt to conclude the RWB Sale Transaction and other administrative matters.

23. The current Stay Period expires on November 30, 2023. The Monitor, the Applicants, and their respective affiliates, partners, employees, advisors and agents, require additional time to properly and diligently close the RWB Sale Transaction, and attend to administrative matters including the winding-up and/or dissolution of the Applicants, including Residual Co. The parties to the Amended and Restated SHA have agreed to extend the “Outside Date” under the Amended and Restated SHA from November 22, 2023 to December 15, 2023.

24. Following the closing of the RWB Sale Transaction, the Monitor’s enhanced powers, as granted pursuant to the Ancillary Order, allow the Monitor to exercise any powers of the Aleafia Parent board of directors and to cause the remaining Applicants to perform such functions as the Monitor considers necessary to the winding-down and liquidation of the Applicants, as applicable. The Applicants, in cooperation with the Monitor, have worked to complete the Implementation Steps (as defined in the Amended and Restated SHA) pursuant to Schedule 2.8(B) of the Amended and Restated SHA, including, among other things, executing the required documents to maintain the Licences, transfer various provincial cannabis supply agreements, and prepare for the transfer of the Excluded Assets and the Excluded Liabilities to Residual Co. (terms as defined in the Amended and Restated SHA).

25. I do not believe any creditor will suffer material prejudice as a result of the extension of the Stay Period, and believe that such relief is in the best interests of the Applicants and their stakeholders generally. I understand that the Monitor is supportive of the extension of the Stay Period.

26. I further understand that the Applicants shall have access to sufficient funds to fund the business through to the end of the proposed extension of the Stay Period, assuming the Second DIP Term Sheet Amendment (as defined below) is approved.

Second Amendment to the DIP Term Sheet

27. The Applicants and the DIP Lender have agreed to further amend the terms of the DIP Term Sheet pursuant to a second amendment to the DIP Term Sheet dated November 21, 2023 (the “**Second DIP Term Sheet Amendment**”). Under the terms of the Second DIP Term Sheet Amendment, the DIP Lender has agreed to permit the Applicants to re-borrow amounts under the DIP Facility up to the maximum amount of \$8,000,000.

28. The DIP Lender had previously agreed to a discretionary one time advance in an additional amount of \$411,000 to fund a runoff insurance policy in favour of the directors and officers of the Applicants. The total advances then outstanding under the DIP Facility following this discretionary advance were still well under the \$8,000,000 maximum amount and the Monitor was supportive of this additional funding.

29. Given that, as previously noted, the Applicants repaid the DIP Lender approximately \$3,100,000 pursuant to the Grimsby AVO, the Second DIP Term Sheet Amendment will allow the Applicants to re-borrow up to approximately \$2,700,000, being the DIP repayment (approximately \$3,100,000) less the \$411,000 that was previously advanced as described in the paragraph above.

30. In addition, the DIP Lender has agreed to extend the maturity date (the “**Maturity Date**”) to the earlier of: (i) December 15, 2023 and (ii) the closing date of the RWB Sale Transaction.

This amendment is to accommodate the ongoing CRA and Health Canada approvals currently underway for the Licenses.

31. The Second DIP Term Sheet Amendment and the extension to the Maturity Date will address the financial needs of the Applicants to sustain operations as a going concern until the RWB Sale Transaction can close.

32. A copy of the Second DIP Term Sheet Amendment is attached hereto as **Exhibit “K”**.

Amendment to Amended and Restated SHA

33. The parties have also agreed to minor amendments to the Amended and Restated SHA. A copy of the amendment to the Amended and Restated SHA dated November 21, 2023 is attached hereto and marked as **Exhibit “L”**.

34. First, the schedule of Excluded Liabilities listed in Schedule 2.5 is amended by amending the first bulleted item as follows: “Intercompany Claims except for Intercompany Debt (as such term is defined in the Implementation Steps Schedule hereof)”. This change is to accurately reflect the amended Implementation Steps set out in Schedule 2.8(B) to the Amended and Restated SHA and other tax considerations.

35. Second, and as noted above, the parties to the Amended and Restated SHA have agreed to extend the “Outside Date” under the Amended and Restated SHA from November 22, 2023 to December 15, 2023.

36. Finally, the parties to the Amended and Restated SHA have agreed to amend the schedule of Implementation Steps listed in Schedule 2.8(B), which reflect the final, tax efficient pre-closing

reorganization as developed consensually between the parties to the Amended and Restated SHA, in consultation with the Monitor.

37. I swear this Affidavit in support of an application for the relief set out above, and for no improper purpose.

SWORN BEFORE ME over video)
teleconference this 21st day of November, 2023)
pursuant to O. Reg 431/20, Administering Oath)
or Declaration Remotely. The affiant was located)
in the City of Toronto in the Province of Ontario,)
while the Commissioner was located in the City)
of Toronto in the Province of Ontario.)

C. Delfino

_____)
A Commissioner for taking affidavits (*or as may*)
be)

Cristian Delfino (LSO # 87202N)

DocuSigned by:
Patricia Symmes-Rizakos
01B88568EC0C42B...

_____)
PATRICIA SYMMES-RIZAKOS

This is Exhibit "A" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023



Commissioner for Taking Affidavits

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

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., AND 2676063 ONTARIO INC.**

Applicants

**AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn July 24, 2023)**

I, **Patricia Symmes-Rizakos**, of the City of Toronto, in the province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION AND OVERVIEW

1. I am the Chief Executive Officer of Aleafia Health Inc. ("**Aleafia Parent**" and together with its Subsidiaries (as defined below), the "**Applicants**" or "**Aleafia Group**").

2. Emblem Corp. ("**Emblem**"), Emblem Cannabis Corporation ("**Emblem Cannabis**"), Emblem Realty Ltd. ("**Emblem Realty**"), Growwise Health Limited ("**Growwise**"), Canabo Medical Corporation ("**Canabo**"), Aleafia Inc. ("**Aleafia Sub**"), Aleafia Farms Inc. ("**Aleafia Farms**"), Aleafia Brands Inc. ("**Aleafia Brands**"), Aleafia Retail Inc. ("**Aleafia Retail**"), 2672533 Ontario Inc. ("**2672**") and 2676063 Ontario Inc. ("**2676**") are various subsidiaries of Aleafia Parent (individually, a "**Subsidiary**" and together, the "**Subsidiaries**"). Aleafia Group through Aleafia Retail also has a minority interest in a certain other non-Applicant affiliate.¹

3. I have been the Chief Executive Officer of Aleafia Parent since February 2022, as described in more detail below. As such, I have personal knowledge of the matters to which I depose in this Affidavit except where I have obtained information from others. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true.

¹ As described further herein, this entity is One Plant (Retail) Corp. ("**One Plant**").

4. This affidavit is in support of an urgent application by the Applicants, on short notice to only the Applicants' senior secured creditors, being RWB, 126 and Computershare as trustee on behalf of the Debentureholders, for an Order (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), *inter alia*:

- (a) abridging the time for service of the Application and the materials filed in support thereof, and dispensing with further service thereof;
- (b) declaring that the Applicants are parties to which the CCAA applies;
- (c) appointing KSV Restructuring Inc. ("**KSV**" or the "**Proposed Monitor**") as an officer of the Court to monitor the assets, business, and affairs of the Applicants (once appointed in such capacity, the "**Monitor**");
- (d) approving the Applicants' ability to borrow under a debtor-in-possession ("**DIP**") credit facility (the "**DIP Loan**") to finance their working capital requirements and other general corporate purposes, expenses and costs over the CCAA proceedings;
- (e) staying, for an initial period of not more than ten (10) days, all proceedings and remedies taken or that might be taken in respect of the Applicants, the Monitor, their directors and officers, or affecting the Applicants' business or the Property (as defined in the Initial Order), except as otherwise set forth in the Initial Order or as otherwise permitted by law (the "**Stay of Proceedings**");
- (f) granting the following limited priority charges (collectively, the "**Charges**") against the Applicants' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "**Property**"):
 - (i) the Administration Charge (as defined below) in favour of the Monitor, counsel to the Monitor, and counsel to the Applicants;
 - (ii) the DIP Lenders' Charge in favour of the DIP Lender (each as defined below);
 - (iii) the Directors' Charge (as defined in the Initial Order) in favour of the Directors and Officers;

- (g) approving payment to certain suppliers who are critical to the business and operations of the Aleafia Group for pre-filing expenses or to honour cheques issued to providers of goods and services prior to the Initial Order, with consent of the Monitor and in accordance with the terms of the DIP Term Sheet and the Cash Flow Forecast (each as defined below) which are necessary to facilitate the Applicants' ongoing operations and to preserve value during the CCAA proceedings, up to a maximum aggregate amount of \$500,000; and
- (h) authorizing the Aleafia Group to continue to use the Cash Management System (term as defined herein).

5. If the Initial Order is granted, the Applicants intend to return to Court within ten (10) days (the "**Comeback Hearing**") to seek an amended and restated Initial Order (the "**ARIO**") in order to, *inter alia*:

- (a) extend the Stay of Proceedings;
- (b) increase the quantum of and priming each of the Charges;
- (c) seek relief from certain securities reporting obligations;
- (d) relieve Aleafia Parent of any obligation to call and hold its annual general meeting of shareholders (the "**AGM**") until further Order of this Court; and
- (e) seek such other relief as may be required to advance the Applicants' restructuring efforts.

6. The Applicants also intend to, post-issuance of the ARIO, return to the Court for an order, *inter alia*, approving a sale and investment solicitation process (the "**SISP**" or the "**Sales Process**") and related bidding procedures (as later explained herein) (the "**SISP Order**").

7. All references to currency in this affidavit are in Canadian dollars unless noted otherwise. Capitalized terms used within this Affidavit are as defined later herein.

II. THE URGENT NEED FOR RELIEF

8. The Applicants are in a dire liquidity crisis and are not able to meet their obligations as they become due. As of March 31, 2023, the Applicants have a cumulative deficit of \$527.8 million with a net working capital deficit of \$5.4 million. The net liabilities for Aleafia Parent alone are \$31.3 million as of

the same date. In light of the Applicants' financial circumstances, Aleafia Parent is no longer able to satisfy the conditions precedent to obtaining further advances under its Senior Loan Agreement (as defined below).

9. Absent the approval of the additional financing proposed to be made available under the DIP Loan, Aleafia Parent will not be in a position to fund its next payroll (which is paid in arrears) scheduled to be paid on or around July 26, 2023 for hourly and July 27, 2023 for salaried. Furthermore, based on the Cash Flow Forecast (as defined below), Aleafia Group has sufficient cash to sustain operations for the week of July 24, 2023, but will have insufficient funds thereafter. There is thus significant urgency to this CCAA application and the relief sought pursuant to the Initial Order.

10. The Aleafia Group is a federally licensed Canadian cannabis company providing cannabis products to five of Canada's largest provinces (Ontario, Alberta, British Columbia, Saskatchewan and Manitoba)² and destined for select international medical cannabis markets. The Aleafia Group also operates a virtual cannabis clinic named "Canabo Medical Clinic", staffed by various physicians and nurse practitioners, which also provide health and wellness services across Canada; medical cannabis is largely produced through Aleafia Group's Subsidiary Emblem Cannabis. A separate physical clinic also operates in St. John's, Newfoundland.

11. The Aleafia Group produces and/or sells a diverse portfolio of cannabis and cannabis derivative products including pre-roll, milled, dried flower, vapes, oils, capsules, edibles, sublingual stripes and topicals for sale in Canada and various international jurisdictions. The Aleafia Group sells its products primarily through three core sales channels: adult-use, medical, and international. To produce these products, the Aleafia Group historically operated from three licensed cannabis production facilities in the province of Ontario, one of which is Canada's largest outdoor cannabis cultivation facility (the Scugog Property, as defined herein).³ A fourth distribution centre located in Ontario, which is licensed as a processor by Health Canada (as further detailed herein), enables same day delivery service and direct-to-retailer cannabis distribution services. As mentioned above, the Aleafia Group also operates, through one of its Subsidiaries, a physical medical clinic located in St. John's, Newfoundland. Certain of these locations are also subject to exit plans, as described later in this Affidavit.

² As described further herein, the Aleafia Group holds provincial cannabis supply agreements with Ontario, British Columbia and Alberta. The Aleafia Group operates in Saskatchewan by providing cannabis product directly to a third-party wholesaler located within that province. The Aleafia Group operates in Manitoba as a registered supplier to Manitoba's cannabis regulatory agency.

12. As of the date of this affidavit, the Grimsby Property is not operational, although its license remains active. As more particularly described below, the Aleafia Group has been marketing this property for sale for over eight months, although no sale has yet materialized.

13. Aleafia Parent is a reporting issuer in each of the provinces and territories of Canada and common shares in its capital are listed on the Toronto Stock Exchange (the “**TSX**”) in Canada under the trading symbol “AH”, and on the OTC Markets Group (the “**OTCQB**”)⁴ in the United States under the trading symbol “ALEAF”. The common shares of Aleafia Parent were also previously listed on the Frankfurt Stock Exchange under the ticker symbol “ARAH”, although this listing is now inactive.

14. As described further below, the key factors that have shaped the financial stresses felt by the Aleafia Group are as follows, including:

- (a) **Senior Loan Agreement Enforcement:** The Aleafia Group’s senior secured credit facility advanced pursuant to the Senior Loan Agreement came due after being granted a series of extensions and other accommodations that had been provided on an interim basis by RWB. However, RWB had indicated to Aleafia Group management that they were no longer prepared to extend any further accommodations under the current circumstances. As a result, as of the date of this Affidavit, RWB has issued Demands and NITES (terms as defined below);
- (b) **Failed Proposed Transaction:** The Aleafia Group has exhausted all options available to sell assets, re-finance or raise equity. Following a process to identify strategic alternatives, Aleafia Group entered into a Letter of Agreement (as defined herein) for a business combination with RWB (as later defined as the “**Proposed Transaction**”), which required a settlement of the Aleafia Group’s obligations to Debentureholders. Despite having been approved by Aleafia Parent’s Board and obtaining a support agreement from a Debentureholder holding 28% of the Debentures (as defined in the Debenture Agreements), the Ad Hoc Group, who purports to represent in excess of 33% of the Debentureholders (an amount that ensures that a settlement as contemplated in the Letter Agreement would not pass a vote), notified the Aleafia Group of its intent to vote

³ In November of 2022, a winddown of the Grimsby Property (as defined herein) was initiated and is now closed. The Grimsby Property historically produced usable flower for the dried flower category in the “Divvy” brand offered by the Aleafia Group.

⁴ The OTCQB is a mid-tier over-the-counter market for early-stage and developing U.S. and international companies.

down the Proposed Transaction. As stated by the Ad Hoc Group, the Ad Hoc Group was unwilling to support the Proposed Transaction in its current form due to, among other things, differing payout potentials over other subordinated stakeholders;

- (c) **Cash Flow Crisis:** There is currently no availability under the RWB Loan. Without alternate restructuring, debt/equity financing or amalgamation options, the Aleafia Group faces immediate liquidity deficiencies after the week of July 24, 2023; and
- (d) **Industry Problems:** In addition, there are further sector-specific challenging factors which impact the cannabis industry. The cannabis industry is highly regulated, has significant taxation burdens, and is experiencing rapid change amid a heavily saturated market. A complex and administrative-heavy regulatory and licensing regime, alongside competition from the illicit market, has caused significant uncertainty in the industry space. Significantly, impacts from these effects have created challenging conditions in the cannabis industry, and further negatively affected the ability of cannabis companies to obtain investment or financing for operations and capital expenditures. Certain major other cannabis companies within the sector have recently filed for creditor protection in 2023.⁵ An increased taxation burden from excise taxes, as well as the need for funding in advance of receivables, has additionally detrimentally impacted growth potential within the sector.

15. In light of the above, the Applicants are seeking protection under the CCAA to, among other things, obtain additional financing in order to continue operations and to implement the SISP that would see the Applicants restructured and/or all or a portion of the Applicants' business and assets sold as a going concern.

16. Subject to certain conditions, including court approval, RWB (in such capacity, the "**DIP Lender**") has agreed to fund these CCAA proceedings through the DIP Loan. The DIP Loan will provide the Applicants with immediate access to funding needed to continue to operate and preserve the value of their operations while the ultimate SISP is conducted, assuming the Initial Order is granted. As noted above, the relief in respect of the SISP is intended to be sought after the Comeback Hearing.

⁵ As an example, in June of 2023, Fire & Flower Holdings Corp., Fire & Flower Inc., 13318184 Canada Inc., 11180703 Canada Inc., 10926671 Canada Ltd., Friendly Stranger Holdings Corp., Pineapple Express Delivery Inc., and Hifyre Inc. (collectively, "**Fire & Flower**") obtained creditor protection under the CCAA. The Aleafia Group had certain business relationships with Fire & Flower as a supplier.

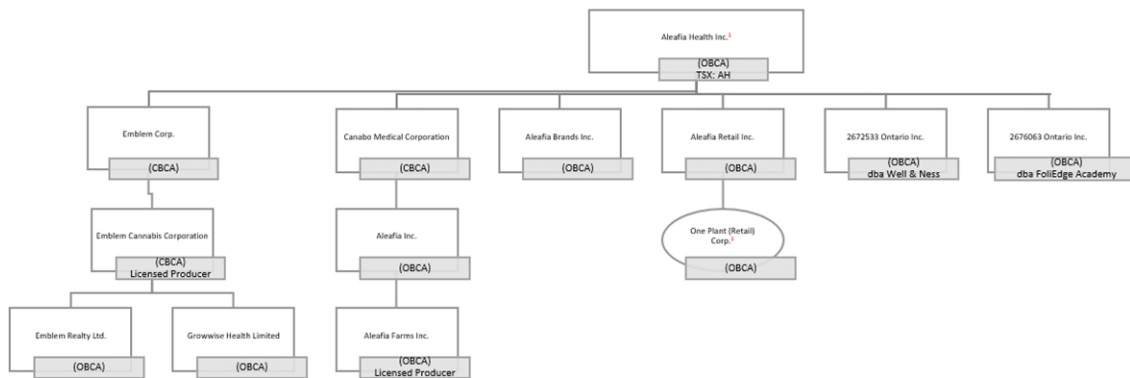
17. The CCAA filing and the eventual SISP are intended to benefit all of the Applicants' stakeholders in Canada and abroad, including employees, customers, suppliers and contracting parties, Health Canada, and the relevant provincial cannabis regulators, among others.

18. In addition, it is my expectation that RWB, the Applicant's senior secured lender, and 126 (terms as defined herein), the Applicant's second senior secured lender, are supportive of the filing and will be provided notice of this application as well as the scope of the relief contemplated therein. It is also my understanding that formal notice of an Event of Default (term as defined in the Debenture Agreements) will be provided to the Trustee immediately concurrent with service of these CCAA application materials on all of the Aleafia Group's senior secured creditors, being RWB, 126 and the Ad Hoc Group, which will occur prior to the scheduled hearing on July 25, 2023. As noted above, prior to the execution of this Affidavit, RWB has also delivered Demands and NITES.

19. For these reasons and the reasons set out herein, I do verily believe that the Applicants are insolvent and are companies to which the CCAA applies.

III. OVERVIEW

20. A copy of the Aleafia Group's current corporate chart is attached hereto and marked as **Exhibit "A"** and is reproduced for ease of reference:



Notes:

1. All subsidiaries are 100% controlled by the parent entity unless otherwise stated.
2. Aleafia Retail Inc. less than 10% of One Plant (Retail) Corp.

21. As indicated above, Aleafia Parent is a publicly traded company and its common shares are listed on the TSX and the OTCQB. Aleafia Parent also currently maintains three classes of convertible

debentures listed on the TSX under “**AH.DB.A**”, “**AH.DB.B**”, and “**AH.DB.C**”. A chart detailing all currently outstanding securities of Aleafia Parent is also attached hereto and marked as **Exhibit “B”**.

22. Aleafia Parent’s fiscal year end is March 31st. Aleafia Parent’s most recent audited consolidated financial statements, along with Aleafia Parent’s most recent annual information form dated June 29, 2023 for the year end of March 31, 2023 (the “**AIF**”), published to the System for Electronic Document Analysis and Retrieval (“**SEDAR**”) are attached hereto and marked as **Exhibit “C”**. In addition, a true copy of Aleafia Parent’s management discussion and analysis for the three and twelve months ended March 31, 2023 dated June 13, 2023 (the “**MD&A**”), also published to the SEDAR is attached hereto and marked as **Exhibit “D”**.

23. As indicated at page 35 of Exhibit “D”, as of June 13, 2023, the total number of common shares issued and outstanding was 403,265,146.

24. The Aleafia Group has incurred net losses for the past three fiscal years. As indicated in the MD&A, Aleafia Parent has incurred approximate net losses of \$34,604,000 for the twelve months ended on March 31, 2023, \$150,764,000 for the twelve months ended on March 31, 2022 and \$257,022,000 for the twelve months ended on March 31, 2021 (chart excerpted below from Exhibit “D”):

SELECTED QUARTER & ANNUAL INFORMATION

The following information has been prepared in accordance with IFRS in Canadian dollars.

(\$,000s) except per share amounts	Three months ended		Twelve months ended		
	31-Mar-23	31-Mar-22	31-Mar-23	31-Mar-22	31-Mar-21
Net revenue	9,394	7,039	42,847	36,496	29,189
Cost of sales	5,437	6,106	28,651	32,566	15,669
Total operating expenses	5,782	8,437	24,654	42,514	43,493
Total other expenses	4,289	4,009	15,952	105,502	206,931
Net loss and comprehensive loss	(12,050)	(4,152)	(34,604)	(150,764)	(257,022)
Loss per share, basic and diluted	\$(0.03)	\$(0.01)	\$(0.09)	\$(0.46)	\$(0.83)
Total assets	59,925	81,518	59,925	81,518	72,051
Total non-current liabilities	33,197	6,908	33,197	6,908	38,382

25. Aleafia Group also has significant trade liabilities and a number of creditors have demanded payment, suspended service, sued or threatened to sue. The approximate aggregate accounts payable for accounts over 90 days are \$4,187,809.66, as of the date hereof. As seen at Exhibit “AAA”, contingent liabilities are detailed further herein and include certain multi-million dollar class action litigation file, which the Aleafia Group intends to defend.

26. As has been described above, the cannabis industry is highly regulated, and success for businesses depends in part on timing of and changes to legislation, granting of licenses and access to distribution and sales channels. In addition, the ability to raise capital or obtain financing is key, as the cannabis industry is capital intensive. However, access to capital in both equity and debt markets are significantly constrained in the Canadian cannabis space. Recently, limited equity transactions in the past year have negatively impacted the market broadly. As further seen in disclosures within this Affidavit, the debt already raised by the Aleafia Group further limits capital raise options.

27. The Aleafia Group has also been negatively impacted by a variety of factors, including industry-specific concerns and cash flow problems, among others. In light of these issues, the Aleafia Group have undertaken a number of restructuring initiatives to improve financial performance, operations and liquidity; yet as described further below, none of these initiatives have materialized.

28. Accordingly, the Applicants continue to face pressing financial challenges. As part of the continuing restructuring initiatives, the board of Aleafia Parent has considered the commencement of these CCAA proceedings. The primary objective of these CCAA proceedings is to obtain the Stay of Proceedings and provide the Aleafia Group with the “breathing space” necessary to stabilize its business, obtain necessary debtor-in-possession financing and seek one or more transactions through a Court supervised sales process, with the objective of ensuring the continuity of the Aleafia Group’s business, maximizing recovery for stakeholders and, hopefully, preserving some or all of the employment of the group’s employee base.

IV. BACKGROUND OF APPLICANTS AND BUSINESS OPERATIONS

A. Parent and Subsidiaries

i. Aleafia Health Inc.

29. Aleafia Parent was initially incorporated on February 7, 2007 and continued into Ontario on June 27, 2018 under corporate number 1994678. Aleafia Parent operates under the registered business name of “Aleafia Total Health Network”. Aleafia Parent’s registered or head office is located at 100 King Street West, Suite 1600, Toronto, ON M5X 1G5 (the “**Head Office**”). A copy of Aleafia Parent’s corporate profile report is attached hereto and marked as **Exhibit “E”**.

30. Aleafia Parent is a holding company providing management services to the Subsidiaries. Operations of Aleafia Group are substantially conducted through its Subsidiaries.

31. Aleafia Parent is the direct or indirect owner of the Subsidiaries, per the corporate chart attached to this Affidavit at Exhibit “E”. The directors and officers of Aleafia Parent are:⁶

- (a) David Pasioka, Director (Chairman of the Board and the Governance Committee);
- (b) Luciano Galasso, Director (Chairman of the Audit Committee) (“**Galasso**”);
- (c) Jon Pereira, Director;
- (d) Carlo Sistilli, Director (“**Sistilli**” and with Galasso, the “**Interested Directors**”);
- (e) Ian Troop, Director (Chair of the Human Resources and Compensation Committee) (collectively, the “**Board**”);
- (f) Matthew Sale, Chief Financial Officer; and
- (g) Patricia Symmes-Rizakos, Chief Executive Officer.

32. Below is a brief description of each Subsidiary which is an applicant in this CCAA proceeding.

ii. Emblem Corp.

33. Emblem is an active Federal corporation formed by way of Certificate of Arrangement on March 14, 2019. Emblem was previously registered in British Columbia and is extra-provincially registered in Ontario under Corporate No. 1060683-9 and business number 817490154RC0002. Emblem’s prior predecessor names in British Columbia include Saber Capital Corp. and Kristina Capital Corp. A copy of Emblem’s corporate profile search is attached hereto and marked as **Exhibit “F”**.

34. Emblem’s registered office is located at 85 Basaltic Road, Concord, Ontario. The directors and officers of Emblem are:

- (a) Patricia Symmes-Rizakos, Director; and
- (b) Matthew Sale, Director.

35. On March 14, 2019, Aleafia Parent completed an arrangement with Emblem pursuant to which Aleafia Parent acquired all of the issued and outstanding shares of Emblem, following its amalgamation with a prior wholly-owned subsidiary. In accordance with this arrangement, the trading symbol of the common shares of Aleafia Parent changed on the TSX under “ALEF” to “AH”.

⁶ The directors and officers listed in the body of this Affidavit for Aleafia Brands Inc., Aleafia Retail Inc., Emblem Realty Ltd., Growwise Health Limited, 2672533 Ontario Inc. and 2676063 Ontario Inc. are those reflected in the minute books for each entity. The corporate profile reports attached to this Affidavit as Exhibits I, J and N to Q list prior directors/officers in each case.

36. Emblem operates as a wholly-owned Subsidiary of Aleafia Parent with no assets, employees or contracts.

iii. Emblem Cannabis Corporation

37. Emblem Cannabis is the primary operating entity for the Aleafia Group. As discussed and defined further herein, Emblem Cannabis owns certain Real Property, is party to the Distribution Centre Lease, and holds the Emblem Licences. All medical, adult-use, international and wholesale sales flow through Emblem Cannabis.

38. Emblem Cannabis is an active Federal corporation formed by amalgamation on December 6, 2016. Emblem Cannabis is extra-provincially registered in Ontario, British Columbia, Alberta, Saskatchewan and Quebec and has Corporate No. 986205-6 and business number 850708975RC0002. Emblem Cannabis' prior predecessor names include Emblem Cannabis (formerly, Kindcann Limited and 8617384 Canada Inc.) (#8617384), 9845992 Canada Limited (#9845992), Kindcann Realty Limited (formerly, 8682984 Canada Inc.) (#8682984), and 9526820 Canada Inc. (#9526820). A copy of Emblem Cannabis' corporate profile search is attached hereto and marked as **Exhibit "G"**.

39. Emblem Cannabis' registered office is located at 85 Basaltic Road, Concord, Ontario. The directors and officers of Emblem Cannabis are:

- (a) Patricia Symmes-Rizakos, Director; and
- (b) Matthew Sale, Director.

40. Emblem Cannabis operates the following business and purpose in the Aleafia Group structure:

- (a) Emblem Cannabis is the heart of the Aleafia Group's medical cannabis ecosystem, and functions as both a brand and ecommerce marketplace, selling all adult-use products; and
- (b) The Canadian medical cannabis market is serviced through the Emblem brand.

41. For the fiscal year of 2022, Emblem Cannabis had sales of approximately \$41,030,030.53 with approximately 20,000 active medical cannabis patients.

42. Emblem Cannabis is one of the Subsidiaries of Aleafia Parent which is a licensed producer of cannabis in Canada, under the terms of the *Cannabis Act* (Canada) which came into force in 2018. A summary of the timeline of Emblem Cannabis' licensing is provided herein, although further details on the Aleafia Group's licensing structure are outlined later within this Affidavit.

43. In summary:

- (a) On August 26, 2015, Health Canada issued producer's Licence number 10-MM0167 to Emblem (the "**Paris Licence**"), re-issued under LIC-0CN1N0V9QK in November of 2018, as was later amended, expanded and re-authorized. The Paris Licence has a current term ending on January 20, 2028;
- (b) On April 29, 2021, Health Canada issued a research license number under Licence number LIC-28X6T94W2Y (the "**Paris Research Licence**") to Emblem Cannabis. The Paris Research Licence has a current term ending on April 7, 2026; and
- (c) On February 12, 2021, Health Canada issued Licence LIC-CTHF6SVA0C to Emblem Cannabis to operate the distribution centre, which expires on February 12, 2024 and authorizes cannabis storage and the fulfilment of orders to other Licence holders, medical patients and adult-use provincial wholesalers (the "**Distribution Licence**" and with the Paris Licence and the Paris Research Licence, the "**Emblem Licences**"). Copies of the Emblem Licences are attached hereto and marked as **Exhibit "H"**.

iv. Emblem Realty Ltd.

44. Emblem Realty is an active Ontario corporation incorporated on June 1, 2017 under corporate no. 2580295. A copy of Emblem Realty's corporate profile search is attached hereto and marked as **Exhibit "P"**.

45. Emblem Realty's registered office is located at 85 Basaltic Road, Concord, Ontario. The directors and officers of Emblem Realty are:

- (a) Patricia Symmes-Rizakos, Director; and
- (b) Matthew Sale, Director.

46. Emblem Realty functions as a wholly-owned Subsidiary of Aleafia Parent with no assets, employees or contracts.

v. Growwise Health Limited

47. Growwise Health is an active Ontario corporation incorporated on March 18, 2015, and extra-provincially registered in British Columbia and Alberta under corporate number 2458362. Growwise Health's registered or head office is at the Head Office. Growwise Health's registered business or trade name is "Rosehill Medical Group". A copy of the corporate profile report for Growwise Health is attached hereto and marked as **Exhibit "J"**.

48. The directors and officers of Growwise Health are:

- (a) Matthew Sale, Director; and
- (b) Patricia Symmes-Rizakos, Director & President.

49. Growwise Health operates as the research branch of the Aleafia Group for the purposes of general education regarding medical cannabis use. Growwise Health employs one employee (as detailed later herein) and also holds a revenue agreement with an international producer and distributor of medicinal and recreational cannabis, but otherwise holds no material contracts.

vi. Aleafia Farms Inc.

50. Aleafia Farms is an active Ontario corporation incorporated on March 30, 1988 as 755064 Ontario Inc. (“755”), who then changed its name to Aleafia Farms Inc. on February 13, 2018. Aleafia Farms was also revived by its Articles of Revival on March 8, 1999 and exists under corporate number 755064. Aleafia Farm’s registered office is located at 85 Basaltic Road, Concord, Ontario, and it has an expired business name of “Aero Farms Canada”, along with a predecessor name of 755. A copy of the corporate profile report for Aleafia Farms is attached hereto and marked as **Exhibit “K”**.

51. The directors and officers of Aleafia Farms are:

- (a) Matthew Sale, Director, Secretary & Treasurer; and
- (b) Patricia Symmes-Rizakos, Director & President.

52. Aleafia Farms is the operating entity of the Aleafia Group which produces the primary flower supply for pre-roll and product formats of cannabis.

53. Aleafia Farms is one of the Subsidiaries of Aleafia Parent that is a licensed producer of cannabis in Canada, under the terms of the *Cannabis Act* (Canada) which came into force in 2018. A summary of the timeline of Aleafia Farm’s licensing is provided herein, although further details on the Aleafia Group’s licensing structure are outlined later in this Affidavit.

54. In summary:

- (a) On October 13, 2017, Health Canada issued Licence number LIC-GYAJNCME6L to Aleafia Farms (the “**Scugog Licence**”), as was variously renewed, re-authorized and amended. The Scugog Licence has a current term ending on October 9, 2023; and

- (b) On March 13, 2020, Health Canada issued Licence LIC-VTQAQTTMOL to Aleafia Farms, which expires on June 13, 2024 (the “**Grimsby Licence**” and with the Scugog Licence, the “**Aleafia Farms Licences**”). Copies of the Aleafia Farms Licences are attached hereto at **Exhibit “L”**.

vii. Canabo Medical Corporation

55. Canabo is an active Federal corporation incorporated on March 19, 2013 as 8824479 Canada Inc., who changed its name to Canabo Medical Corporation on September 17, 2014. Canabo is also extra-provincially registered in Ontario under corporate number 882447-9 and BN 812755635RC0001. Canabo’s registered office is located at 85 Basaltic Road, Concord, Ontario, and it has a predecessor name of 8824479 Canada Inc. A copy of the corporate profile report for Canabo is attached hereto and marked as **Exhibit “M”**.

56. The directors and officers of Canabo are:

- (a) Matthew Sale, Director;
- (b) Patricia Symmes-Rizakos, Director.

57. Canabo operates as the virtual medical arm of the Aleafia Group and connects patients to medical cannabis clinics across Canada for virtual and phone appointments through physician referral services.

viii. Aleafia Brands Inc.

58. Aleafia Brands is an active Ontario corporation incorporated on November 20, 2018 under corporate number 2666406. Aleafia Brand’s registered office is located at 85 Basaltic Road, Concord, Ontario. A copy of the corporate profile report for Aleafia Brand is attached hereto and marked as **Exhibit “N”**.

59. The directors and officers of Aleafia Brand are:

- (a) Patricia Symmes-Rizakos, Director; and
- (b) Matthew Sale, Director.

60. Aleafia Brands is operationally inactive and holds no assets or liabilities.

ix. Aleafia Retail Inc.

61. Aleafia Retail is an active Ontario corporation incorporated on November 20, 2018 under corporate number 2666405. Aleafia Retail's registered office is located at 85 Basaltic Road, Concord, Ontario. A copy of the corporate profile report for Aleafia Retail is attached hereto and marked as **Exhibit "O"**.

62. The directors and officers of Aleafia Retail are:

- (a) Patricia Symmes-Rizakos, Director; and
- (b) Matthew Sale, Director.

63. Aleafia Retail is operationally inactive and holds no assets or liabilities, other than the One Plant investment described below.

x. 2672533 Ontario Inc.

64. 2672 is an active Ontario corporation incorporated on December 21, 2018 under corporate number 2672533. 2672 is currently extra-provincially registered in Nunavut, British Columbia, Quebec, Nova Scotia, Prince Edward Island and Newfoundland & Labrador. 2672 operates under the registered business/trade name of "Well & Ness". 2672's registered office is located at 85 Basaltic Road, Concord, Ontario. A copy of the corporate profile report for 2672 is attached hereto and marked as **Exhibit "P"**.

65. The directors and officers of 2672 are:

- (a) Patricia Symmes-Rizakos, Director; and
- (b) Matthew Sale, Director.

66. 2672 is operationally inactive and currently holds no assets or liabilities.

xi. 2676063 Ontario Inc.

67. 2676 is an active Ontario corporation incorporated on January 15, 2019 under corporate number 2676063. 2676 is currently extra-provincially registered in Nunavut, British Columbia, Quebec, Nova Scotia, Prince Edward Island and Newfoundland & Labrador. 2676 operates under the registered business/trade name of "Foliedge Academy". 2676's registered office is located at 85 Basaltic Road, Concord, Ontario. A copy of the corporate profile report for 2676 is attached hereto and marked as **Exhibit "Q"**.

68. The directors and officers of 2676 are:

- (a) Patricia Symmes-Rizakos, Director; and
- (b) Matthew Sale, Director.

69. 2676 is operationally inactive and currently holds no assets or liabilities.

xii. Aleafia Inc.

70. Aleafia Sub is an active Ontario corporation formed by amalgamation on March 26, 2018. It is currently extra-provincially registered in Manitoba, Nova Scotia and Newfoundland and Labrador under corporate no. 1992578. Aleafia Sub's registered office is located at 85 Basaltic Road, Concord, Ontario. A copy of the corporate profile report for Aleafia Sub is attached hereto and marked as **Exhibit "R"**.

71. The directors and officers of Aleafia Sub are:

- (a) Patricia Symmes-Rizakos, Director; and
- (b) Matthew Sale, Director.

72. Aleafia Sub is an active Subsidiary and earns certain of its revenue through provision of medical cannabis clinic services.

xiii. Minority Holdings

73. Aleafia Group also holds a minority interest through Aleafia Retail, which holds approximately 9% of the issued and outstanding shares in One Plant (Retail) Corp.

xiv. Recent Corporate Governance Changes

74. From 2020 to 2023, key executive positions have changed.

75. A summary of recent corporate governance changes for the past three fiscal years relating to Aleafia Parent is outlined briefly below:

- (a) On April 27, 2020, Aleafia Parent announced the resignation of directors Julian Fantino and Raf Souccar, and on May 7, 2020 announced the resignation of director Bill Stewart. New directors Rhonda Lawson and Glenn Washer were appointed effective May 16, 2020;
- (b) On January 29, 2021, Rhonda Lawson resigned as a director of Aleafia Parent;

- (c) On February 1, 2021, the Board of Aleafia Parent appointed Galasso and Sistilli as directors to the Board, and Aleafia Parent further agreed to nominate seven directors for election at the 2021 Annual Meeting consisting of four current directors, Galasso, Sistilli, and one additional director to be selected following a search process and approval by the Board. A copy of the material change report dated January 31, 2021 reflecting the appointment of Galasso and Sistilli is attached hereto at **Exhibit “S”**;
- (d) On June 21, 2021, Matthew Sale was appointed as Chief Financial Officer;
- (e) On June 29, 2021, Aleafia Parent announced (i) the election of Ian Troop and Michael LeClair as directors to the Board; (ii) the intention of Lea Ray and Loreto Grimaldi to resign as directors of the Board, within 30-days of such announcement; and (iii) the intention of the Board to appoint Jon Pereira as a director to the Board, concurrently with such resignations;
- (f) On July 29, 2021, Aleafia Parent announced the appointment of Mark J. Sandler as Chairman of the Board;
- (g) On September 1, 2021, David Pasieka was appointed to the Board. Aleafia Health concurrently announced the resignation of director Michael LeClair;
- (h) On April 26, 2022, Gregory Rossi was replaced by Matthew Sale as director and officer of Aleafia Health;
- (i) On February 7, 2022, Aleafia Parent appointed me as Chief Executive Officer of Aleafia Health to replace Geoff Benic; and
- (j) On January 30, 2023, Aleafia Parent announced the retirement of Mark Sandler from the Board and that David Pasieka would succeed Mr. Sandler as Board Chair.

76. Current members of the Board other than Galasso and Sistilli are referred to herein as the “**Disinterested Directors**”. As seen at paragraph 209 below, reference has been made to Galasso and Sistilli’s external involvement in the Aleafia Group’s public AIF.

B. Physical Operations

77. Three real properties are owned by members of the Aleafia Group for the purpose of cannabis cultivation. As summarized below:

Property	Municipal Address	PIN	Legal Description	Registered Owner	Land Registry Office
Scugog Property	2560 Regional Road 19, Scugog, Ontario	26764-0137 (LT)	PT LT 2, CON 2, CARTWRIGHT; BEING PT 1, 40R3687 AND PT 1, 40R25294; TOWNSHIP OF SCUGOG	Aleafia Farms Inc.	40
Grimsby Property	378 South Service Road, Grimsby, Ontario	46033-0368 (LT)	1STLY: PT LT 1 CON 1 NORTH GRIMSBY DESIGNATED AS PT 2 30R13028 & PT 18 30R13499; 2NDLY PT LT A EAST GORE NORTH GRIMSBY DESIGNATED AS PTS 4, 5, 8, 9, 10 30R13028; S/T RO437966; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT A, EAST GORE, NORTH GRIMSBY, PART 4, 30R13028 AS IN NR529869; TOWN OF GRIMSBY	Aleafia Farms Inc.	30
Paris Property	20 Woodslee Avenue, Paris, Ontario	32040-0546 (LT)	FIRSTLY: PART LOT 30 CONCESSION 2 SOUTH DUMFRIES PARTS 1 2 AND 3 2R5663; SECONDLY: PART LOT 30 CONCESSION 2 SOUTH DUMFRIES PARTS 1 AND 2 2R7264; COUNTY OF BRANT	Emblem Cannabis Corporation	2

78. Copies of PINs current to July 14, 2023 in relation to the Scugog Property, the Grimsby Property and the Paris Property (collectively, the “**Real Property**”) are attached hereto and marked as **Exhibit “T”**.

i. Scugog Property

79. The Scugog Property is an outdoor cultivation site owned by Aleafia Farms that was the first operational large scale outdoor grow-site in Canada since June of 2019. The facility consists of an 86 acre cultivation area (67 acres planted) with underground irrigation and nutrient feeds, and contains 35,000 in square feet of federally licensed drying and storage facilities.

80. As seen on Exhibit “T”, the Scugog Property is subject to a number of encumbrances. In specific, beyond municipal easements and notices, Aleafia Farms granted certain charges against the Paris Property to the following entities, as summarized:

- (a) Charge registered as Instrument No. DR2098410 on February 8, 2022 from ALEAFIA FARMS INC. in favour of 1260356 Ontario Limited for the principal sum of \$20,000,000.00;
- (b) Charge registered as Instrument No. DR2147378 on June 27, 2022 from ALEAFIA FARMS INC. to COMPUTERSHARE TRUST COMPANY OF CANADA for the principal sum of \$100,000,000.00; and
- (c) Notice of Assignment of Rents – General registered as Instrument No. DR2147379 on June 27, 2022 from ALEAFIA FARMS INC. to COMPUTERSHARE TRUST COMPANY OF CANADA.

81. Copies of these encumbrances are attached hereto and marked as **Exhibit “U”** to this Affidavit. Details on the relationship between these charges and the senior secured lenders to the Aleafia Group are further explained herein.

ii. Grimsby Property

82. The Grimsby Property functions as a “Dutch hybrid” greenhouse containing moving container benches, irrigation and quality analysis tools, with a size of 160,000 square feet. The Grimsby Property also is EU GACP compliant and contains seven drying chambers that are individually climate controlled. The Grimsby Property is not actively growing any cannabis, and is currently for sale, as detailed further herein.

83. As seen on Exhibit “T”, the Grimsby Property is subject to a number of encumbrances. In specific, beyond municipal easements and notices, Aleafia Farms granted certain charges against the Paris Property to the following entities, as summarized:

- (a) Charge registered as Instrument No. NR591525 on October 4, 2021 from ALEAFIA FARMS INC. in favour of 1260356 Ontario Limited for the principal sum of \$20,000,000.00;

- (b) Charge registered as Instrument No. NR600589 on December 24, 2021 from ALEAFIA FARMS INC. in favour of NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP. for the principal sum of \$19,000,000.00;⁷
- (c) Notice of Assignment of Rents - General registered as Instrument No. NR600591 on December 24, 2021 from ALEAFIA FARMS INC. in favour of NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP;
- (d) Postponement of Interest registered as Instrument No. NR600593 on December 24, 2021 from 1260356 ONTARIO LIMITED in favour of NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP. re postponed priority of Charge No. NR591525 to Charge no. NR600589;
- (e) Charge registered as Instrument No. NR618372 on June 27, 2022 from ALEAFIA FARMS INC. to COMPUTERSHARE TRUST COMPANY OF CANADA for the principal sum of \$100,000,000.00;
- (f) Notice of Assignment of Rents – General registered as Instrument No. NR618373 on June 27, 2022 from ALEAFIA FARMS INC. to COMPUTERSHARE TRUST COMPANY OF CANADA;
- (g) Transfer of Charge registered as Instrument No. NR643871 on June 12, 2023 from NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP. to RED WHITE & BLOOM BRANDS INC.; and
- (h) Notice of Assignment of Rents – General registered as Instrument No. NR643873 on June 12, 2023 from NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP. to RED WHITE & BLOOM BRANDS INC.

84. Copies of these encumbrances are attached hereto and marked as **Exhibit “V”** to this Affidavit. Details on the relationship between these charges and certain secured lenders to the Aleafia Group are further explained herein.

85. The Grimsby Property is currently for market and has been subject to attempted sales, which have been unsuccessful to date.

⁷ For reference, NE SPC II LP was the lender under the Senior Loan Agreement, until it assigned the Senior Loan Agreement to RWB on June 6, 2023.

iii. Paris Property

86. The Paris Property constitutes the hub of Aleafia Group's cannabis product development, and is over 56,000 square feet in size. The Paris Property's capacity is over 40,000 kgs of annual product in oils, capsules, sublinguals and vape cartridge formats. The Paris Property also contains analytical and quality testing labs, and super critical CO2 extraction and cannabis winterization machinery to convert dried flower into cannabis extracts.

87. The Paris Property is also responsible for all finished goods manufacturing and packaging and within the facility is an indoor cultivation centre designated as craft flower, which represents approximately 1,200 kg per year in usable flower which is primarily exported into international markets. As of July 24, 2023, the Paris Property will also fulfill all medical patient orders; this operation was previously fulfilled at the Distribution Centre.

88. As seen on Exhibit "T", the Paris Property is subject to a number of encumbrances. In specific, beyond municipal easements and notices, Emblem Cannabis granted certain charges against the Paris Property to the following entities, as summarized:

- (a) Charge registered as Instrument No. BC413999 on October 4, 2021 from EMBLEM CANNABIS CORPORATION in favour of 1260356 Ontario Limited for the principal sum of \$20,000,000.00;
- (b) Charge registered as Instrument No. BC420311 on December 24, 2021 from EMBLEM CANNABIS CORPORATION in favour of NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP. for the principal sum of \$19,000,000.00;
- (c) Notice of Assignment of Rents - General registered as Instrument No. BC420312 on December 24, 2021 from EMBLEM CANNABIS CORPORATION in favour of NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP.;
- (d) Postponement of Interest registered as Instrument No. BC420318 on December 24, 2021 from 1260356 ONTARIO LIMITED in favour of NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP. re postponed priority of Charge No. BC413999 to Charge no. BC420311;

- (e) Charge registered as Instrument No. BC434024 on June 27, 2022 from EMBLEM CANNABIS CORPORATION to COMPUTERSHARE TRUST COMPANY OF CANADA for the principal sum of \$100,000,000.00;
- (f) Notice of Assignment of Rents – General registered as Instrument No. BC434025 on June 27, 2022 from EMBLEM CANNABIS CORPORATION to COMPUTERSHARE TRUST COMPANY OF CANADA;
- (g) Transfer of Charge registered as Instrument No. BC454633 on June 12, 2023 from NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP. to RED WHITE & BLOOM BRANDS INC.; and
- (h) Notice of Assignment of Rents – General registered as Instrument No. BC454634 on June 12, 2023 from NEXT EDGE GENERAL PARTNER (ONTARIO) INC. and NE SPC II LP. to RED WHITE & BLOOM BRANDS INC.

89. Copies of these encumbrances are attached hereto and marked as **Exhibit “W”** to this Affidavit. Details on the relationship between these charges and certain secured lenders to the Aleafia Group are further explained herein.

iv. Distribution Centre

90. Emblem Cannabis also operates a distribution centre for its Direct to Patient Home Delivery medical cannabis delivery service out of the Greater Toronto Area at 85 Basaltic Road, Concord, Ontario (otherwise referred to herein as the “**Distribution Centre**”). As noted above, the Distribution Centre also operates as the registered/head office for the Aleafia Group members. The Aleafia Group currently plans to cut costs by shutting down the Distribution Centre by transferring all site activities to the Paris Property by the end of July 2023, including the fulfilment of all medical and storage needs, which completion and exit is set for October of 2023.

91. While the location for the Distribution Centre is not owned by the Aleafia Group, the Distribution Centre functions to fulfill same-day orders to other Licence holders, medical patients, and adult-use provincial wholesalers, and also provides cannabis storage services to licensed third parties. Details on the Distribution Centre can be found at <https://emblemcannabis.com/assure-home-delivery/>, a screenshot of which is attached hereto to this Affidavit at **Exhibit “X”**.

92. Emblem Cannabis rents the Distribution Centre from Tonlu Holdings Limited (“**Tonlu**”) pursuant to the terms of a lease between Emblem Cannabis, as tenant, Tonlu, as landlord, and Aleafia Parent, as indemnifier, dated April 16, 2020 (the “**Distribution Centre Lease**”, as may have been later amended and varied). The Aleafia Group understands that Tonlu has since been acquired by an entity named Pure Industrial, which entity now operates the Distribution Centre Lease.

93. Emblem Cannabis also holds a sublease between itself, as sublandlord, and Richelieu Hardware Canada Ltd., as subtenant, dated October 21, 2020 (the “**Distribution Centre Sublease**”), which was operational to July 31, 2022. The Distribution Centre Sublease presently continues on a month-to-month basis.

94. Emblem Cannabis and Aleafia Parent have recently received certain notices of termination and late payment of rent relating to the Distribution Centre Lease.

v. Newfoundland Site

95. Canabo operates a direct-to-patient medical business from a physical location in St. John’s Newfoundland, which is staffed by physicians who are independent contractors. Canabo rents the property from 55945 Newfoundland and Labrador Limited pursuant to a lease dated June 1, 2023 relating to Elizabeth Centre, civic number 55 Elizabeth Avenue (the “**Newfoundland Site**”).

C. Licences

i. Health Canada Licences

96. As referred to above, pursuant to the *Cannabis Act* and the *Cannabis Regulations*, Emblem Cannabis and Aleafia Farms hold certain cannabis licenses from Health Canada (collectively, the “**Cannabis Licences**”). All Cannabis Licences are currently in force. Attached hereto and marked as **Exhibit “Y”** is a chart which summarizes all cannabis licenses issued to the Aleafia Group by Health Canada. Beyond Exhibit “Y”, Aleafia Group also obtains requisite licenses for exporting cannabis internationally from Health Canada on an as-needed basis.

97. The Cannabis Licences permits the following activities for each licensee, in accordance with s. 8(1) to (5) of the *Cannabis Regulations*:

- (a) Aleafia Farms – *Licence for the Grimsby Property*:

- (i) Cultivation (Standard Cultivation), granting authority to sell to authorized distributors/retailers plants/seeds products;
- (b) Aleafia Farms – *Licence for the Scugog Property*:
 - (i) Cultivation (Standard Cultivation), granting authority to sell to authorized distributors/retailers plants/seeds products;
- (c) Emblem Cannabis – *Licence for the Paris Property*:
 - (i) Cultivation (Standard Cultivation), Processing (Standard Processing), Sale (Sale for Medical Purposes), granting collectively the authority to sell plants/seeds, dried/fresh, extracts, edibles, topical products to authorized distributors/retailers, and plants/seeds, dried/fresh, extracts, edibles and topical products to registered patients; and
- (d) Emblem Cannabis – *Licence for the Distribution Centre*:
 - (i) Processing (Standard Processing) and Sale (Sale for Medical Purposes), authorizing the sale of plants/seeds and dried/fresh products to authorized distributors/retailers and registered patients.

98. As of today's date, Health Canada has not indicated that it has any material issues or concerns with respect to compliance with the *Cannabis Act*, the *Cannabis Regulations* or the conditions under the Cannabis Licences issued to relevant members of the Aleafia Group.

ii. Excise Cannabis Licence

99. Emblem Cannabis obtained its cannabis license under the *Excise Act, 2001* (Canada) effective on October 17, 2022 (the "**Excise Cannabis Licence**"). Attached hereto and marked as **Exhibit "Z"** is a copy of the Excise Cannabis Licence.

100. The expiry date for the Excise Cannabis Licence is October 16, 2023. In order to renew the Excise Cannabis Licence, Emblem Cannabis must satisfy its statutory obligations under the *Excise Act, 2001* and the conditions under the Excise Cannabis Licence.

101. Canada Revenue Agency ("**CRA**") has not indicated in writing that it has any issues or concerns with respect to Emblem Cannabis' compliance with its obligations under the *Excise Act, 2001* or the

conditions under the Excise Cannabis Licence. However, there are significant excise tax duties owing by Emblem Cannabis, the amounts of which are discussed later herein, that have been the discussion of correspondence between counsel to Emblem Cannabis and the CRA.

iii. Supply Agreements

102. Regulatory agencies across Canada mandate that all cannabis products must be purchased from a provincially-prescribed distributor of cannabis products.

103. Certain of the Aleafia Group have accordingly entered into various supply agreements constituting licenses with three provincial regulators for the purpose of selling cannabis products in three major Canadian provinces (Ontario, Alberta and British Columbia).

104. In the province of Manitoba, licensed cannabis retailers buy their product exclusively through Manitoba Liquor & Lotteries (“**MBLL**”) from Health Canada licensed suppliers. In order to be considered a supplier of non-medical cannabis, MBLL requires a completed application form and that certain criteria are met. Emblem Cannabis has completed this material and operates as a supplier to MBLL. A copy of the website of MBLL detailing the supplier application process, as well as associated terms and conditions for suppliers, is attached hereto and marked as **Exhibit “AA”**.

105. In the province of Saskatchewan, Emblem Cannabis is listed publicly by the Saskatchewan Liquor and Gaming Authority (“**SLGA**”) as a registered supplier and wholesale permittee. SLGA is responsible for regulating the distribution and sale of recreational cannabis in Saskatchewan. A copy of a list of all wholesale cannabis permittees and registered licensed producers, which Emblem Cannabis is listed on, and as published to SLGA’s public website, is attached hereto and marked a **Exhibit “BB”**.

106. Certain business relationships that the Aleafia Group held for the inter-provincial supply of cannabis in Manitoba and Saskatchewan were with entities associated with Fire & Flower, who is a cannabis wholesaler and distributor that has since obtained CCAA protection as of early June in 2023. As commented later on herein, a growing number of Canadian cannabis companies have been seeking (or have been rumoured to be anticipating seeking) creditor protection, which have triggered commercial consequences for their business counterparts in the sector.

D. Partnerships, Alliances and Joint Ventures

i. Joint Ventures

107. Aleafia Parent has had historical business dealings in the German market, although the Aleafia Group is no longer operational in Europe. On or about May 6, 2019, Aleafia Parent announced that Aleafia Parent would enter the German medical cannabis market via a joint-venture with German pharmaceutical wholesaler Acnos Pharma GmbH. Aleafia Group functioned in Germany through Aleafia Health Germany GmbH, which purchased Aleafia Group products for distribution to German pharmacies and for clinical trial usage. This joint-venture is no longer operational, although Emblem Cannabis still sources products to the German market through a separate supply agreement (as later described herein).

108. In addition, Aleafia Parent previously held an equity stake in CannaPacific Pty. Limited, which functioned through a joint venture (the “**CannaPacific Joint Venture**”). The CannaPacific Joint Venture has since concluded and Aleafia Parent holds a remaining equity stake in a successor entity named Biortica Agrimed. The Aleafia Group currently still works with one other approved Australian entity for cannabis oil shipments to the Australian market.

109. The Aleafia Group currently has one joint venture with another business partner; the timeline leading to this joint venture is further described below.

110. On or about September 25, 2018, Aleafia Parent entered into a letter of intent to acquire a 51% stake in One Plant, which was an adult-use cannabis retail operation led by members of the Serruya Family (the “**Serruya Family**”), including Aaron Serruya, the president of International Franchise Inc., which has over 4500 franchise locations in over 50 countries. The “**One Plant JV**” marked the first phase of a multiphase strategy that was intended to see Aleafia enter the adult-use cannabis industry and related retail operations in Canada, joining Aleafia’s two existing business pillars; cannabis cultivation and medical clinic operations. A copy of the press release associated with the One Plant JV dated September 25, 2018 (the “**One Plant Press Release**”) is attached hereto to this affidavit at **Exhibit “CC”**. As stated therein, the initial launch was purposed to provide over twenty retail locations in Ontario. However, this letter of intent was never completed.

111. Under the terms of the One Plant JV (terms as defined in the One Plant Press Release), Aleafia and Serruya Family were to establish a new corporation for the One Plant JV to be owned 51% by Aleafia and 49% by Serruya Family. However, the province of Ontario only allowed licensed producers of

cannabis to own or control up to 9.9% of a corporation holding a cannabis retail operator license at that time.

112. Accordingly, on or about November 23, 2018, Aleafia Retail acquired a 9.9% interest in One Plant. Concurrently, SPE Finance LLC acquired 5 million common shares in Aleafia Health, and a \$4 million equity investment in One Plant.

ii. International Supplier Arrangements

113. Certain international supply agreements held by the Aleafia Group remain active.

114. On or about July 22, 2022, Emblem Cannabis entered into a supply and cooperation with Vayamed GmbH (“**Vayamed**”) for Vayamed to purchase cannabis flower directly from Emblem Cannabis.

115. Under the terms of a purchase agreement dated January 24, 2023 between Emblem Cannabis and Deutsche Medizinalcannabis GmbH (“**Demecan**”), Emblem Cannabis also sources products to Demecan in Germany for the purpose of manufacturing and selling to wholesalers, retailers and pharmacies within Germany.

E. Employees

116. The Aleafia Group has the following employees, co-op students, contractors and part-time employees (collectively, the “**Employees**”):

Employee Designation	Distribution Centre	Grimsby Property	Paris Property	Scugog Property	Remote	NFLD Site	Overall Total
<i>Full Time</i>	37*	2	62	16	23	8*	147
<i>Co-op Student</i>	1*	0	0	0	0	0	1
<i>Contract</i>	0	0	0	0	1	0	1
<i>Part Time</i>	0	0	0	0	1	0	1
Total	38	2	62	16	25	8	151

117. As of the date of this Affidavit, the Aleafia Group has 147 full-time employees, along with 1 co-op student, 2 contract and 1 part-time employee. As described further in this section, certain of these employees have been given notices to terminate their employment.

118. The Applicants do not sponsor, administer or otherwise have any registered or unregistered employee pension plans. An excel spreadsheet breaking down the employer name for each Employee, with redacted Employee names, is attached hereto and marked as **Exhibit “DD”**.

119. Employees located on the Newfoundland Site are employed by Canabo. Seven of these employees are members of the union Unifor Local 597. All of the other Employees of the Aleafia Group located on other sites are non-unionized.

120. Per the above asterisks beside the numbers in the chart at para 116, all full-time employees and the co-op student located at the Distribution Centre, and all unionized employees located at the Newfoundland Site, have been given notices of termination (the “**Terminated Employees**”). The Terminated Employees are on working notice until the end of the summer.

121. Hourly employees are paid bi-weekly one week in arrears. Payments to hourly employees are current based on the payroll schedule but are owed one week of pay in arrears. Salaried employees are paid bi-monthly to date.

122. Aleafia Parent has also entered into certain master service agreements with third parties for the provision of, among other things, human capital management solutions associated with employee management

F. Intellectual Property

123. Members of the Aleafia Group also own certain intellectual property used in connection with their business operations. A comprehensive list of the Applicants’ Canadian and U.S. copyright registrations, trademarks and patents is attached hereto and marked as **Exhibit “EE”**.

G. Cash Management System

124. In the ordinary course of business, the Applicants use a cash management system (the “**Cash Management System**”) to, among other things, collect funds and pay expenses associated with operations. This Cash Management System provides the Aleafia Group with the ability to efficiently and accurately track and control corporate funds and to ensure cash availability.

125. As part of this Cash Management System, the Aleafia Group maintain twenty-four (24) bank accounts, which are summarily described below:

- (a) Bank of Montreal: eight (8) accounts including the CAD operating accounts for Canabo, Aleafia Sub, Aleafia Farms and Aleafia Health, along with an Aleafia Health savings account required to maintain cash collateral for its Bank of Montreal corporate credit cards, and three accounts required for corporate credit cards;
- (b) Libro Credit Union: nine (9) accounts including the CAD operating account for Emblem Corp, Emblem Cannabis and GrowWise, profit sharing accounts for Emblem Corp, Emblem Cannabis and GrowWise, and USD, petty cash and profit sharing accounts; and
- (c) Toronto-Dominion Bank: seven (7) accounts including an additional CAD operating account for Emblem Corp and Emblem Cannabis, an Emblem Cannabis blocked account, two accounts tied to TD corporate credit cards, and two savings accounts.

V. FINANCIAL CIRCUMSTANCE AND CASH FLOW FORECAST

126. As referred to above, Aleafia Group has a fiscal year-end of March 31st.

127. Attached hereto and marked collectively at **Exhibit “FF”** are Aleafia Group’s Management’s Discussion and Analysis for the fiscal year ended March 31, 2023 and audited consolidated financial statements from SEDAR for the fiscal year ended March 31, 2023, fifteen months ended March 31, 2022, fiscal year ended December 31, 2020 and fiscal year ended December 31, 2019 (the “**Financial Statements**”).

128. Attached hereto and marked at **Exhibit “GG”** are copies of Aleafia Group’s unaudited interim condensed consolidated financial statements from OTC Markets Group for the six months ended September 30, 2022 and the nine months ended December 31, 2022.

129. Attached hereto and marked at **Exhibit “HH”** is a draft copy of Aleafia Parent’s condensed consolidated statements of financial position as at June 30, 2023, and Aleafia Parent’s condensed consolidated statements of profit or loss and comprehensive income for the three months ended June 30, 2023.

130. All material public disclosure made by Aleafia Parent to TSX and OTC Markets Group can be found either at OTC Markets Group: <https://www.otcmarkets.com/stock/ALEAF/disclosure> or by searching “Aleafia Health Inc.” at SEDAR: <https://www.sedar.com/>.

131. Below tables referring to Aleafia Group’s “Assets” and “Liabilities” are compiled from reference to the Financial Statements, and were audited by an external third party.

A. Assets

132. Assets are as follows:

Current Assets			
	<i>03.31.23</i>	<i>03.31.22</i>	<i>12.31.20</i>
Cash & restricted cash	627	1,569	30,529
Accounts receivable	4,275	7,751	9,311
Net tax receivable		530	
Prepaid expenses	1,867	2,952	5,063
Inventory	16,605	21,664	27,242
Biological assets	2,404	1,179	2,511
Other current Assets	70	1,190	
Total Current Assets	25,848	36,835	74,656
Non-Current Assets			
Prepaid expenses			460
Right-of-use asset, net	1,280	1,844	2,782
Property, plant and equipment	30,406	40,448	78,469
Investments	2,391	2,391	6,620
Intangible assets			66,029
Total Non-Current Assets	34,077	44,683	154,360
Total Assets	59,925	81,518	229,016

B. Liabilities

133. Liabilities are as follows:

Current Liabilities			
	<i>03.31.23</i>	<i>03.31.22</i>	<i>12.31.20</i>
Accounts payable and accrued liabilities	9,238	23,999	20,239
Net tax payable	8,886		
Lease obligation	260	522	441
Credit facility	12,882	12,073	
Convertible debt		36,401	24,361

Notes payable			
Mortgage payable			
Other current liabilities	4,375		
Total Current Liabilities	35,641	72,995	45,041
Non-Current Liabilities			
Lease obligation	1,596	1,833	2,726
Convertible Debt	27,172		32,441
Credit Facility		5,075	
Notes payable	4,429		
Mortgage payable			
Deferred Tax Liability			2,854
Total Non-Current Liabilities	33,197	6,908	38,021
Total Liabilities	68,838	79,903	83,062

i. PPSA Registrations

134. Attached hereto and marked as **Exhibit “II”** are true copies of the Personal Property Registry search results for each of the Applicants across Canada (collectively the “**PPR Searches**”).

135. Attached hereto and marked as **Exhibit “JJ”** is a summary of the PPR Searches.

136. As seen in the summary of the Applicants’ PPR registrations at the above Exhibit, due to the need for supply equipment in the cannabis industry, the Applicants are subject to a significant number of personal property leases (the “**Equipment Leases**”).

137. Many of the Equipment Leases are subject to acceleration terms upon failed payment, which may trigger events of default.

138. Beyond the specific secured party listings against the Applicants relating to certain personal property, there are three senior secured lenders of the Aleafia Group:

- (a) Red White & Bloom Brands Inc. (“**RWB**”);
- (b) 1260356 Ontario Limited (“**126**”); and
- (c) Computershare Trust Company of Canada (“**Computershare**”), as indenture trustee in respect of the issuance of three series of secured convertible debentures, as discussed herein.

139. Details on the three senior secured lenders are summarized for the convenience of the reader below.

a. RWB

140. On or about December 24, 2021, NE SPC II LP, as lender (“**NE SPC**”), Aleafia Parent, Emblem Cannabis, and Aleafia Farms, as borrowers, and each of Emblem Corp., Canabo and Aleafia Sub, as guarantors (collectively, the “**Senior Loan Credit Parties**”) entered into a loan agreement, as amended, and subject to an assignment of indebtedness and security dated June 6, 2023 such loan agreement was assigned by NE SPC to RWB (collectively, the “**Senior Loan Agreement**”, as may have been later amended, altered or varied). Copies of the public Senior Loan Agreement are attached hereto and marked as **Exhibit “KK”**.

141. Under the terms of the Senior Loan Agreement, NE SPC (which assigned the Senior Loan Agreement to RWB on June 6, 2023) extended to Aleafia a revolving facility of \$7,000,000 (subject to borrowing base calculations) and a non-revolving term loan facility of \$12,000,000.

142. A chart outlining the security given in association with the loans is appended to this Affidavit at **Exhibit “LL”**. All associated security documents are attached to this Affidavit at **Exhibit “MM”**.

143. The stated maturity date under the Senior Loan Agreement is December 24, 2023, however, as further described herein, Aleafia Parent is in breach of certain covenants under the Senior Loan Agreement.

144. Details on the context of the assignment of the loans and security from NE SPC to RWB, as well as the Proposed Transaction, are explained further within this Affidavit.

145. As of June 30, 2023, the outstanding indebtedness owed to RWB is for a collective amount of \$15,191,480.43. There is no more availability under the Senior Loan Agreement.

b. 126

146. On or about August 20, 2021, 126, as lender, and Aleafia Parent, as borrower, entered into a credit agreement, as later amended by agreement dated December 24, 2021, and as later amended by second amending agreement dated August 26, 2022 (collectively, the “**126 Loan Agreement**”, as may have been later amended, altered or varied). Copies of the 126 Loan Agreement are attached hereto and marked as **Exhibit “NN”**.

147. Pursuant to the terms of the 126 Loan Agreement, 126 originally extended a loan of \$10,000,000.

148. 126 is an active Ontario corporation incorporated on October 10, 1997 with the registered office location of 100 Zenway Boulevard in Woodbridge, ON L4H 2Y7. A copy of the corporate profile for 126 is attached hereto and marked as **Exhibit “OO”**.

149. As of July 14, 2023, the total approximate indebtedness owed to 126 is \$5,552,575.34.

c. Debentures through Computershare

150. On June 27, 2019, Aleafia Parent completed a public offering of 40,250 convertible debenture units at a price of \$1,000 per unit, with each unit consisting of \$1,000 principal amount of convertible debentures (the “**2019 Debentures**”) and 680 common share purchase warrants. The 2019 Debentures bore interest at a rate of 8.5% per annum from the date of issue, payable semi-annually in arrears on the last day of June and December in each year (each, an “**Interest Payment**”) and were to mature on June 27, 2022.

151. Aleafia Parent did not make an Interest Payment of \$1,587,375 on December 31, 2021, and did not make the Interest Payment within the 30 day cure period thereafter (the “**Missed Payment**”). In connection with the Missed Payment, Aleafia Parent entered into a forbearance agreement effective January 31, 2022 with holders representing approximately 62% of the principal amount of 2019 Debentures pursuant to which the holders, among other considerations, agreed to (i) forbear in enforcing their rights or remedies against Aleafia Health under the indenture and otherwise at law with respect to the non-payment of interest until the maturity date of June 26, 2022, and (ii) work with Aleafia Parent expeditiously and in good faith to negotiate a transaction to, among other matters, amend the terms of the 2019 Debentures.

152. On April 22, 2022, Aleafia Health and representatives of certain holders of 2019 Debentures came to an agreement in principle to amend certain key commercial the terms of the amendments to the 2019 Debentures.

153. On June 27, 2022, following receipt of requisite debentureholder and TSX approvals and the satisfaction of certain additional conditions precedent, Aleafia Parent entered into amended and restated debenture indenture with Computershare as supplemented by: (a) the first supplemental indenture providing for the issuance of the 8.50% Series A Secured Convertible Debentures due June 30, 2024, (b) the second supplemental indenture providing for the issuance of the 8.50% Series B Secured Debentures due June 30, 2026 and (c) the third supplemental indenture providing for the issuance of the 8.50% Series

C Secured Convertible Debentures due June 30, 2028 (collectively, the “**Debenture Agreements**”). The Debenture Agreements are attached to this Affidavit as **Exhibit “PP”** and a copy of the press release announcing the effectiveness of the amendments to the 2019 Debentures is attached to this Affidavit as **Exhibit “QQ”**.

154. The Debenture Agreements gave effect to the amendments to the 2019 Debentures, which resulted in the exchange of the outstanding principal amount of 2019 Debentures for new secured convertible debentures, which were issued to existing holders of 2019 Debentures in three equal, separate series with the following key terms:

Series	Initial Principal Amount	Maturity Date	Conversion Price	Interest Rate	PIK Interest
Series A Debentures	\$12.35 million	June 30, 2024	\$0.25	8.5%	24 months
Series B Debentures	\$12.35 million	June 30, 2026	\$0.30	8.5%	24 months
Series C Debentures	\$14.736 million	June 30, 2028	\$0.35	8.5%	30 months

155. A chart outlining the security given in association with the Debenture Agreements is appended to this Affidavit at Exhibit “LL”. All associated security documents are attached to this Affidavit at **Exhibit “RR”**.

156. As of July 14, 2023, the approximate indebtedness owed to the Debentureholders is as follows:

- (a) \$13,435,211 in principal amount of Series A;
- (b) \$13,435,211 in principal amount of Series B; and
- (c) \$16,031,609 in principal amount of Series C.

ii. Property Taxes

157. Property taxes on all Real Property are outstanding as of June 25, 2023 in the following amounts:

- (a) Grimsby Property: \$27,454.08;
- (b) Paris Property: \$299,351.54; and
- (c) Scugog Property: \$41,677.23.

158. A copy of the property tax certificates for each Real Property location is attached hereto, along with associated realty tax statement for the Scugog Property and marked as **Exhibit “SS”**.

iii. Unsecured Liabilities

159. Per the Applicants’ books and records, the Applicants’ unsecured obligations as of July 19, 2023 totalled approximately \$27.3 million.

a. Trade Creditors

160. Aleafia Group incurs obligations in the ordinary course of business to various trade creditors. As at July 14, 2023, the total amount owing to trade creditors was approximately \$9,028,440.00. The Applicants’ inability to pay their vendors, third-party suppliers and service providers in the ordinary course has negatively impacted the business. Specifically, the Applicants have been unable to purchase cannabis from third-party suppliers and fulfill numerous hard pipeline purchase orders. This has resulted in a significant loss of revenue. The Applicants’ liquidity issues have likewise adversely impacted their capacity to, among other things, cultivate and sell cannabis.

b. Notes Payable

161. According to the Financial Statements, the notes payable of the Aleafia Group were as follows:

	<i>03.31.23</i>
Unsecured loans	4,765
Total Notes Payable	4,765
Current	
Non-current	4,765

Promissory Notes

162. During the fiscal year ended March 31, 2023, Aleafia Parent entered into three promissory notes, totaling \$4.5 million, each carrying a fixed 12.75% interest rate, which interest accrues and is to be paid bi-monthly. The first note of \$1.0 million was issued on December 16, 2022, the second note of \$1.5 million was issued on January 24, 2023, and the third note of \$2.0 million was issued on February 28, 2023 (collectively, the “**Notes**”) with the lender Royal Group Resources Ltd. (“**RGRL**”). All three Notes become due and payable on December 31, 2024. Aleafia Parent intends to use the proceeds from the Notes to fund working capital. Copies of the Notes are attached hereto and marked as **Exhibit “TT”**.

163. A copy of a corporate profile report for RGRL is appended hereto and marked as **Exhibit “UU”**.

164. As is later detailed herein, the Ad Hoc Group have alleged that the RGRL entities have potential related interests with 126.

Intercompany Balances

165. Various members of the Aleafia Group are recipient of significant intercompany receivables and payables. A chart detailing the outstanding intercompany balances of the Aleafia Group as of June 30, 2023, is attached hereto at **Exhibit “VV”**.

166. Total intercompany receivables are valued at approximately \$85,737,095.45 and total intercompany payables are valued at \$85,737,095.45.

167. An additional chart breaking down the trial balance for Emblem Realty as at December 31, 2023, relating to debit v. credit for certain intercompany balances is also attached hereto at **Exhibit “WW”**.

iv. Source Deductions, Excise Duty and HST

a. Source Deductions

168. The payment of source deductions is current.

b. Excise Duty

169. A federal excise duty is payable by a licensed cannabis producer when cannabis products are packaged, based on the quantity of flowering and non-flowering material, viable seeds or vegetative cannabis plants included in the dried/fresh cannabis, cannabis plant and cannabis eurolant seed product. The federal excise duty is to be paid monthly.

170. As at June 30, 2023, it is estimated that the Aleafia Group had approximately \$9.3 million in excise tax arrears (net of deposits) and approximately \$2.5 million in sales tax arrears, inclusive of an existing \$800,000 approximate excise deposit by Emblem Cannabis. Payments in July of 2023 of approximately \$225,000/week were made during the weeks of July 3, 10 and 17, with \$100,000/week made every relevant week prior.

171. On or about June 23, 2023, counsel to Emblem Cannabis wrote a letter to the CRA discussing a Proposed Transaction (term as defined below) and indicating that the Aleafia Group continues to face

“extreme financial hardship”. The letter further commented that Emblem Cannabis was willing to commit to the following arrangement with the CRA:

- (a) Filing of tax returns by August 31, 2023 for 2021 T2 corporate income returns;
- (b) Remaining current on all corporate income tax returns, GST/HST returns and excise duty filings going forward;
- (c) Beginning payment of \$225,000/week (commencing on July 7, 2023) in respect of current excise duties to be applied to current remittances owing in respect of the June 2023 excise duty return due to be filed by July 2023;
- (d) An offered collateral charge to the CRA in respect of certain of the Real Property; and
- (e) Returning to the CRA with a definitive payment plan by no later than November 30, 2023.

172. A copy of this correspondence is attached hereto and marked as **Exhibit “XX”** to this Affidavit. No response has been received by the CRA, but as mentioned above, Emblem Cannabis continued to pay \$225,000/week for July of 2023 up to filing.

c. HST

173. The majority of outstanding HST obligations to the CRA are held by Emblem Cannabis for approximately \$2.5 million CAD as of May 31, 2023, with approximately less than \$100,000 CAD remaining held with Canabo Medical and Growwise.

174. Aleafia Farms, Aleafia Parent and Emblem hold HST credits/receivables in the following amounts:

- (a) Aleafia Farms: \$591,425.00;
- (b) Emblem: \$924,777.00; and
- (c) Aleafia Parent: \$596,749.00.

175. On or about April 4, 2023, Emblem Cannabis received a notice of determination (the “**Notice of Determination**”) respecting certain Canada Emergency Wage Subsidy qualifying periods from the CRA. A copy of the Notice of Determination and associated appendices are attached hereto at **Exhibit “YY”**.

176. On or about June 30, 2023, Emblem Cannabis formally objected to the Notice of Determination. A copy of the filed letter by Emblem Cannabis containing the objection is attached hereto at **Exhibit “ZZ”**.

v. Litigation

177. There is presently extensive ongoing litigation involving various members of the Aleafia Group. Certain material claims involving various members of the Aleafia Group are as follows, although certain of the below may be settled (collectively, the “**Ontario Claims**”):

- (a) *Martin et al. v. 2626725 Ontario Inc. operating as The Pint Public House et al.* (“**Martin**”) – CV21006733540000;
- (b) *Cooper v. Aleafia Health Inc.* – CV22006764240000;
- (c) *Wellbeing Digital Sciences Inc. v. Aleafia Health Inc. et al.* (“**Wellbeing**”) – CV22006783450000;
- (d) *Third Eye Insights Corporation v. Aleafia Health Corporation et al.* – CV22000005440000
- (e) *Tayts v. Emblem Cannabis Corporation et al.* – CV19006167680000;
- (f) *Emblem Cannabis Corporation v. I-Way Transport et al.* – CV21006579190000;
- (g) *Environmental Systems Corporation v. Emblem Cannabis Corporation et al.* – CV20006520090000;
- (h) *Mooring v. Aleafia Health Inc.* – CV2100663761000;
- (i) *Hybrid Financial Ltd. v. Aleafia Health Inc.* – CV22006797310000; and
- (j) *Cornacchia v. Aleafia Inc.* – CV18001361640000.

178. There are also certain claims that have been initiated against various members of the Aleafia Group outside of Ontario (and together with the Ontario Claims, the “**Claims**”). A list of certain material claims located outside of Ontario are:

- (a) *Plaintiff (Lisa Langevin) v. Aurora Cannabis Inc. Et al. (Defendants)* (“**Langevin**”); and

(b) *Manning Elliott LLP v. Aleafia Health Inc.*

179. The following materials have been appended to this Affidavit:

- (a) a chart summarizing the liabilities of the Claims is attached hereto and marked as **Exhibit “AAA”**; and
- (b) a separate chart which breaks down the status of all Claims, including total liabilities contained in each, is attached hereto and marked as **Exhibit “BBB”**.⁸

180. Three of the more significant Claims outstanding against the Aleafia Group are *Langevin, Martin* and *Wellbeing*. Brief summaries of these matters’ relevant Statements of Claim are reviewed below for the convenience of the reader.

181. The Applicants do not intend to serve the parties to the above-noted litigation in connection with the Applicants’ Application Record. The Applicants will include counsel for the above noted plaintiffs in the Service List developed in connection with the Comeback Hearing.

a. Plaintiff (Lisa Langevin) v. Aurora Cannabis Inc. Et al. (Defendants)

182. By statement of claim issued on June 16, 2020, the plaintiff has claimed damages in the aggregate of \$505,000,000.00 alongside an order certifying the action as a class proceeding, in respect of allegations that defendants marketed and sold cannabis products that had different levels of tetrahydrocannabinol (“**THC**”) or cannabidiol (“**CBD**”) than advertised, among other heads of relief. Other defendants include entities in the business of manufacturing and distributing cannabis products, including Aurora Cannabis Inc., Cronos group Inc., Organigram Holdings Inc., and others. A copy of the Statement of Claim is attached hereto and marked as **Exhibit “CCC”**.

b. Martin et al. v. 2626725 Ontario Inc. operating as The Pint Public House et al.

183. By statement of claim issued on December 7, 2021, Shameka Martin and Annette Martin commenced an action in Toronto against 2626725 Ontario Inc. operating as The Pint Public House, Growwise, and Althea Health Inc. (*sic*) in the aggregate amount of \$3,100,000, claiming, *inter alia*, joint and several negligence against the defendants, which resulted in a car accident. A copy of the statement of claim is attached hereto and marked as **Exhibit “DDD”**.

⁸ I understand from Aleafia Group’s counsel that certain of the Claims may be dismissed, disposed of or settled, which have not been include in Exhibit “AAA”.

c. Wellbeing Digital Sciences Inc. v. Aleafia Health Inc. et al.

184. By statement of claim issued on March 14, 2022, Wellbeing Digital Sciences Inc. commenced an action in Toronto against Aleafia Parent, Canabo and Growwise seeking damages in the aggregate amount of \$3,000,000 for, *inter alia*, misrepresentation and breach of warranties and covenants under a certain asset purchase agreement and licence agreement relating to the contemplation of the purchase of medical clinics. A copy of the statement of claim is attached hereto and marked as **Exhibit “EEE”**.

C. CASH FLOW FORECAST

185. With the assistance of the Proposed Monitor, the Applicants have undertaken a cash flow analysis to determine the quantum of funding required to finance their operations, assuming the Initial Order is granted, over the 13-week period from the week ending July 27, 2023, to the week ending October 13, 2023 (the “**Cash Flow Forecast**”). I understand that the Cash Flow Forecast will be attached to the pre-filing report of the Proposed Monitor.

186. The Cash Flow Forecast indicates that the Applicants urgently require access to the DIP Loan to ensure they have sufficient liquidity to sustain operations and meet their obligations, including payroll and certain tax obligations, during the Stay of Proceedings.

VI. CHALLENGES AND LIQUIDITY ISSUES FACED BY THE APPLICANTS

A. Challenges

187. As summarized above, the Aleafia Group has faced a number of challenges which have affected its profitability and liquidity, including:

- (a) being a growing start-up company in a newly licensed industry;
- (b) federal government delays resulting in years passing before a license to grow and sell cannabis were granted;
- (c) existing customers and/or suppliers in the cannabis sector filing for CCAA protection, with anticipated rising numbers of cannabis companies needing insolvency assistance;
- (d) difficulties in: (i) growing high-quality, usable flower in a consistent manner to meet consumer demands; and (ii) procuring usable flower in sufficient quantities, quality and prices to provide for attractive margins;

- (e) facing competition from competitors with significantly more financial resources;
- (f) entering into historic poor contractual relationships, signed by predecessor management, that have since required significant adjustment and terminations;
- (g) significant capital investment to grow and repurpose properties, including establishing grow sites and developing brands;
- (h) slow introduction of retail stores for the sale of cannabis products;
- (i) a decreased interest by investors and lenders in cannabis companies due to challenges faced by the cannabis industry;
- (j) multiple changes to key executives and members of the Board;
- (k) constantly shifting roles among remaining officers and management;
- (l) declining market for medical cannabis;
- (m) taxation issues from excise duties;
- (n) low margins on the recreational product-side of cannabis companies;
- (o) extended payable terms in respect of provincial receivables;
- (p) crop failures attributable to pollinating issues and moisture; and
- (q) costs associated with defending litigation from the Claims.

188. Aleafia Group does not have sufficient liquidity to sustain operations, cannot meet obligations generally as they become due and is therefore insolvent.

B. Prior Strategic Initiatives

189. As a result of the difficulties it has faced, Aleafia Group, in consultation with its advisors, pursued a number of strategic initiatives to improve its operations and financial position, as described below:

- (a) refocusing the business on new forms of consumer package goods;

- (b) attempting the winddown of certain sites, as discussed above;
- (c) reducing headcount of employees, consultants, independent contractors and IT professionals, among others, alongside identifying inefficiencies in existing legal and finance operations and leveraging third-party providers more appropriate for the sizing of the Aleafia Group;
- (d) reallocating flower supply from bulk wholesale market to the branded adult-use and medical cannabis markets;
- (e) consolidating vendor relationships to extract economies of scale by aggregating procurement across facilities into key, trusted vendors;
- (f) strategically outsourcing certain processing activities to third-party packers;
- (g) negotiating pricing discounts based on higher volume levels;
- (h) integrating the Aleafia Group's medical clinic operations across virtual, physical and third-party platforms;
- (i) attempting to engage in portfolio optimization by focusing on best-selling products for strongest gross profit margins;
- (j) focusing on certain profitable brands;
- (k) investing in automated flower packaging technology to extract operational efficiencies and improve overhead absorption;
- (l) onboarding several strategic flower grow partners to supply usable product;
- (m) reducing operating expenses, particularly marketing and investor relations expenses;
- (n) disposing of non-core assets;
- (o) capitalizing on its intellectual property either through licensing or reviewing potential sale options;
- (p) reduction of selling, general and administrative expenses by 55% in the past calendar year; and

- (q) commencing a comprehensive M&A strategic alternatives process in August of 2022 to culminate in the sale of the Aleafia Group.

190. To accomplish these strategic initiatives, Aleafia Parent took a number of steps. The history leading up to Aleafia Group's filing is outlined below.

i. Status of Senior Loan Agreement

191. In April of 2023, relevant members of the Aleafia Group entered into an accommodation agreement with NE SPC.

192. On or about April 14, 2023, NE SPC agreed to a further extension to May 15, 2023, subject to relevant members of the Aleafia Group entering into an LOI with RWB for the purchase of the Aleafia Group.

193. On or about May 25, 2023, Aleafia Health announced via press release (copy attached hereto at **Exhibit "FFF"**) that it entered into an amendment to the terms of the Senior Loan Agreement and NE SPC agreed to forbear on enforcement until the earlier of: (a) an event of default; or (b) May 31, 2023. A copy of this amendment is attached hereto and marked as **Exhibit "GGG"**.

194. On or about June 1, 2023 NE SPC entered into a forbearance agreement which was payable until the earlier of (a) an event of default; or (b) June 5, 2023 (the "**Facility Forbearance Agreement**"). The Facility Forbearance Agreement came in light of ongoing negotiations between Aleafia Parent, NE SPC and RWB regarding a potential refinancing of the indebtedness existing under the Senior Loan Agreement. A copy of the Facility Forbearance Agreement is attached hereto and marked as **Exhibit "HHH"**.

195. On June 6, 2023, pursuant to an assignment of indebtedness and security, NE SPC assigned the Senior Loan Agreement to RWB.

196. Since the assignment, and while reserving all rights, RWB has made various accommodations including extending significant advances in excess of those otherwise permissible under the Senior Loan Agreement, and permitting the Aleafia Group to access cash in the blocked account. On or about June 23, 2023, Aleafia Parent was advised by RWB that it would be required to hold back \$500,000 as a liquidity reserve in a certain TD account. A copy of this correspondence is attached hereto at **Exhibit "III"**.

197. On or about June 29, 2023, RWB wrote to Aleafia Parent to advise it, among other things, that they were not required nor prepared to advance further funds under the Senior Loan Agreement. A copy of this correspondence is attached hereto at **Exhibit “JJJ”**.

198. On or about July 10, 2023, the Aleafia Group was given permission by RWB to transfer \$540,000 from the blocked account. As of July 23, 2023, there remains approximately \$639,000 within the blocked account.

199. On or about July 13, 2023, RWB sent an email to Aleafia Health confirming that RWB was willing to release another \$500,000 of receivables deposited in the blocked account. A copy of this email is attached hereto and marked as **Exhibit “KKK”**. This limited additional access to cash, as incorporated into the Cash Flow Forecast, enabled Aleafia Group to operate until the start of the week of July 24, 2023, as further detailed herein, although after that time, the Aleafia Group faces a pressing, urgent and devastating liquidity crisis.

200. As of the date of this Affidavit, RWB delivered demands and notices of intention to enforce security under the *Bankruptcy and Insolvency Act*, RSC 1985 c-5 (the “**BIA**”) relating to the Senior Loan Agreement (the “**Demands**” and the “**NITES**”, respectively). A copy of the Demands and NITES are attached hereto and marked as **Exhibit “LLL”**.

ii. Proposed Transaction

201. On or about June 7, 2023, Aleafia Parent announced that it had entered into a binding letter agreement on June 6, 2023 with RWB (the “**Letter Agreement**”) where RWB agreed to acquire all of the common shares of the Aleafia Group in a business combination transaction via plan of arrangement (the “**Proposed Transaction**”). A copy of the Letter Agreement is attached hereto at **Exhibit “MMM”**.

202. A copy of the joint press release issued by Aleafia Parent and RWB announcing the Proposed Transaction is attached hereto and marked as **Exhibit “NNN”**.

203. Key terms of the Proposed Transaction were as follows (terms as defined in the Letter Agreement), *inter alia*:

- (a) Each Aleafia Share would be exchanged for 0.35 of a common share in the capital of RWB (each, an “**RWB Share**”), subject to customary adjustments;

- (b) Upon the completion of the Proposed Transaction, existing RWB shareholders were expected to own approximately 76% of the entity resulting from the Proposed Transaction (the “**Combined Company**”) and shareholders of Aleafia Parent were expected to own approximately 24% of the Combined Company;
- (c) Outstanding options to purchase Aleafia Shares would be exchanged for options exercisable to acquire RWB Shares on the same terms and conditions, on the basis of the Exchange Ratio;
- (d) Outstanding restricted and deferred share units of Aleafia Parent (which would automatically vest on the change of control) would be settled upon closing in RWB Shares on the basis of the Exchange Ratio;
- (e) Debentureholders were to receive approximately \$6 million CAD in full satisfaction of amounts owing; and
- (f) In accordance with their terms, outstanding warrants to purchase Aleafia Shares would become exercisable to acquire RWB Shares on the same terms and conditions, on the basis of the Exchange Ratio.

204. The Proposed Transaction was to require the approval of: (a) (i) two-thirds of the votes cast by shareholders of Aleafia Parent, and, if required, (ii) a simple majority of the votes cast by minority shareholders of Aleafia Parent in accordance with *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions*, at a special meeting of shareholders of Aleafia Parent expected to take place in the third quarter of 2023; (b) Debentureholders of the requisite percentage of the principal amount of each series of Aleafia Convertible Debentures (as defined in the Letter Agreement); and (c) if required, RWB shareholders at a special meeting of RWB shareholders expected to take place in the third quarter of 2023.

205. The Letter Agreement also provided for parties to enter into a definitive arrangement agreement on or before July 31, 2023. Prior to entering into a definitive arrangement agreement, (i) each party was to have completed its confirmatory due diligence on the other party to its satisfaction; (ii) the Board was to have received an opinion that the consideration to be provided to Aleafia Shareholders in exchange for their Aleafia Shares was fair, from a financial point of view, to Aleafia Shareholders; (iii) the consent of 126 as lender under the 126 Loan Agreement was to have been obtained; and (iv) the waiver by RGRL as lender under the Promissory Notes to the acceleration of the maturity date was to have been obtained.

206. The Letter Agreement also contained a break fee of CAD \$2 million which would be payable in the event that the board of Aleafia Parent received and accepted a proposal superior to that contained in the Letter Agreement.

207. On or about June 13, 2023, Aleafia Parent filed a material change report summarizing the Proposed Transaction on SEDAR, a copy of which is attached hereto and marked at **Exhibit “OOO”** to this Affidavit.

208. On or about June 28, 2023, counsel to the Aleafia Group received written correspondence from counsel to the Ad Hoc Group of Aleafia Parent’s convertible Debentureholders. The correspondence advised that the Proposed Transaction, which preserved value for Aleafia Parent’s junior stakeholders but paid out the Debentureholders 15 cents on the dollar, would not be approved. A copy of this correspondence is attached hereto at **Exhibit “PPP”**.

209. Public comments were made regarding the Interested Directors’ involvement in the Proposed Transaction. As stated in the AIF dated June 29, 2023 and attached previously hereto at Exhibit “C”:

In April of 2023, Mr. Galasso and Mr. Sistiilli voluntarily recused themselves from discussions concerning the Potential Transaction involving RWB. Mr. Galasso is a Partner and the Chief Financial Officer at the Zzen Group of Companies, an affiliate of which, RGR, is the senior secured lender to RWB and also an unsecured lender to Aleafia. Mr. Sistiilli is employed by the owner of a private entity with an interest in the Credit Facility provided to Aleafia by 1260356 Ontario Limited.

210. The Aleafia Group further understands that there was some uncertainty raised by the Debentureholders regarding the terms of the Proposed Transaction. Notably, provisions of the Promissory Notes indicated that they would become payable upon a change of control transaction. However, a condition to entering into a definitive arrangement agreement was the waiver by RGRL as lender under the Promissory Notes to the acceleration of the maturity date.

211. On or about July 5, 2023, RWB wrote to Aleafia Parent to advise that despite the opposition from the Ad Hoc Group, RWB “is not prepared to adjust the total consideration reflected in the Binding Letter Agreement, nor is it willing to have a portion of the debentures remain outstanding [...] Further, we do not expect that Aleafia shareholders would agree to reduced consideration in favour of the debentureholders”. A copy of this correspondence is attached hereto at **Exhibit “QQQ”**.

212. There were several discussions among the Debentureholders, RWB and the Aleafia Group over the next two following weeks. On or about July 13, 2023, counsel to the Ad Hoc Group provided counsel to the Aleafia Group with a letter advising that they would not agree to the Proposed Transaction. I understand that a copy of this letter will be attached to the Proposed Monitor's Pre-Filing Report.

213. On July 14, 2023, RWB and Aleafia Parent publicly announced the mutual termination of the Proposed Transaction without liability or cost to either party. While Aleafia Parent had received support in writing from certain holders of the outstanding Aleafia Convertible Debentures (term as defined in the Letter Agreement), certain other holders representing more than 33 1/3% of the outstanding Aleafia Convertible Debentures, as represented by their designated representatives, failed to accept the terms. As a result, a key condition of the Proposed Transaction was not satisfied. A copy of the joint press release issued by Aleafia Parent and RWB on this topic is attached hereto and marked as **Exhibit "RRR"**.

iii. Attempts to Obtain Additional Equity/Debt Financing

214. Despite previous material initiatives in the summer of 2022 to find new money, potential strategic buyers and merger opportunities, management has been unable to find suitable equity financing options for the Aleafia Group.

215. The Applicants have also been unable to arrange additional debt financing, in part due to restrictions under existing loan documents and the conditions negotiated by the Applicants in prior restructurings that were required to avoid a similar liquidity constraint condition.

iv. Attempts to Sell Assets

216. The Aleafia Group has also made significant attempts to sell the Grimsby Property, as detailed below, but have not yet been successful in monetizing the land.

C. Sale of Grimsby Property

217. Beginning November of 2022, attempts were made by Aleafia Farms as seller to market and monetize the Grimsby Property. An agreement of purchase and sale dated June 23, 2023 was executed between Aleafia Farms and Siva Selvan on behalf of a company to be later incorporated (the "**June APS**"), with certain conditions including the provision of a monetary deposit to be provided to the brokerage on the first business day which is three days post-execution and delivery of the June APS. Despite execution of the June APS, the non-refundable deposit was not provided by the buyer to Aleafia Farms.

218. Correspondence between counsel to Aleafia Farms and counsel to the buyer has been ongoing since June 30, 2023. On or about July 6, 2023, counsel to Aleafia Farms provided formal notice to counsel to the buyer that the buyer was in default in the performance of its obligations due to its failure to deliver the non-refundable deposit. Aleafia Farms continues to evaluate its legal options in light of the June APS and will likely evaluate, pending comment from legal counsel, whether the June APS transaction should be terminated and if the Grimsby Property should be re-marketed broadly through these proposed CCAA proceedings. The Grimsby Property has been re-listed and remains on market for sale.

VII. CCAA PROCEEDINGS AND RELIEF SOUGHT

219. There is significant, urgent, and pressing need for the relief sought through CCAA protection for the Aleafia Group.

220. As indicated in the Cash Flow Forecast, without interim financing, the Applicants will be unable to operate in the ordinary course and payroll obligations will not be met, to the detriment of their stakeholders.

221. Without the benefit of a stay of proceedings the Aleafia Group will not be able to respond and address all of the above noted stakeholder issues, including litigation and potential secured creditor enforcement proceedings.

222. In consultation with their advisors, including KSV, the Applicants have determined that the CCAA process provides the most beneficial plan of action to maximize value for the Aleafia Group stakeholders.

223. After the Comeback Hearing, Aleafia Group will seek approval of a Sales Process. Aleafia Group is of the view that a court-supervised Sales Process under the CCAA will be the best value maximizing strategy in the circumstances and is in the best interests of the Aleafia Group and its stakeholders.

224. The proposed Initial Order under the CCAA is substantially in the form of the Ontario model initial order found on the Commercial List website. Key elements of the Initial Order are described below.

A. Appointment of Monitor

225. The Applicants seek the appointment of KSV as Monitor of the Applicants in these CCAA proceedings.

226. I have been advised by Noah Goldstein of KSV that KSV is a trustee within the meaning of section 2 of the BIA and is not subject to any of the restrictions on who may be appointed as Monitor set out in section 11.7(2) of the CCAA.

227. KSV is familiar with the operations of the Applicants, as KSV was previously engaged as a financial advisor to assess the Applicants' strategic alternatives and restructuring initiatives. The original engagement of KSV as financial advisor was made appropriately through a process run by the Board to ensure the independence of the eventual potential Monitor of these contemplated CCAA proceedings.

228. KSV has reviewed and assisted in the preparation of the Cash Flow Forecast, and has provided guidance and assistance in the commencement of these CCAA proceedings.

229. As a result, KSV has developed critical knowledge about the Applicants, their business operations, financial challenges, strategic initiatives and restructuring efforts to date.

230. KSV has not acted as the Applicants' auditor and is a licensed insolvency trustee.

231. KSV has consented to act as the Monitor, subject to Court approval. A copy of the Consent to Act as Monitor provided by KSV is attached hereto and marked as **Exhibit "SSS"**.

232. I am also advised by Mr. Goldstein of KSV that the Proposed Monitor is supportive of the relief sought herein, and that the Proposed Monitor will be filing a pre-filing report in respect of such relief.

B. DIP Loan and DIP Lender's Charge

233. As appears from the Cash Flow Forecast, the Applicants expect the need for interim financing, including during the 10-day Stay of Proceedings prior to their return to Court, to fund these CCAA proceedings.

234. To facilitate this interim period, RWB (in such capacity, the "**DIP Lender**") has agreed to fund \$6,600,000.00 to the Aleafia Group by way of the DIP Loan pursuant to terms of a DIP term sheet (the "**DIP Term Sheet**"). Attached as **Exhibit "TTT"** is a copy of the DIP Term Sheet. Amounts advanced

pursuant to the DIP Loan will be credited from the Deposit (as defined in the DIP Term Sheet) if the Court approves the relief requested at the Comeback Hearing.

235. In the two weeks prior to the initiation of this application, KSV canvassed five potential lenders for debtor-in-possession loans, including RWB. One other potential lender submitted a term sheet. In the Applicants' view, the terms of the other potential loan were similar to the terms presented above. The Aleafia Group, in consultation with their legal and financial advisors, did not believe that any third party would be able to provide the financing urgently required on significantly better terms and on the timeline required by the Applicant, than Aleafia Parent's existing senior secured creditor, and accordingly decided to select the below DIP Loan.

236. Below is a summary of the material terms of the DIP Loan:⁹

- (a) **Amount:** Up to the principal amount of \$6,600,000.00, including an initial advance in the amount of \$2,400,000.00;
- (b) **Purpose:** To fund operating costs in the ordinary course of business in accordance with the Cash Flow Forecast and restructuring costs;
- (c) **Interest:** On the principal amount of the DIP Advances (including compounded interest) from the date each such DIP Advance is made, at the rate of 12.5% per annum, compounded and calculated weekly, to be added to the principal amount on the first day of each
- (d) **Maturity Date:** The earliest of: (a) the date that is one hundred and twenty (120) days from the date of the Initial Advance (or such later date as the DIP Lender in its sole discretion may agree to in writing with the Borrower, acting reasonably); (b) the date on which (i) the stay of proceedings under the CCAA proceedings is lifted without the consent of the DIP Lender, or (ii) the CCAA proceedings are terminated for any reason; (c) the closing of a sale for all or substantially all of the assets and business, or similar transaction in respect, the Obligors pursuant to the SISP within the CCAA proceedings which has been approved by an order entered by the Court; (d) the implementation of a plan of compromise or arrangement within the CCAA proceedings which has been approved by the requisite majorities of the Obligors' creditors and by an order entered by

⁹ Terms used herein are as defined in the DIP Loan.

the Court; or (e) the conversion of the CCAA proceedings into a proceeding under the BIA.

- (e) **Fee:** The Borrower shall pay a commitment fee in the amount of \$198,000.00 (the “**Fee**”), representing 3% of the total amount available under the DIP Facility, which shall be fully earned upon the execution of this Agreement and shall be paid or otherwise satisfied on the date of issuance of the Initial Order (as defined below) by the Court;.
- (f) **Costs and Expenses:** The Borrower shall pay all reasonable and documented costs and expenses of the DIP Lender, and all reasonable and documented fees, expenses and disbursements of outside counsel, appraisers, field auditors, and any financial consultant, related to or in connection with the CCAA proceedings, including, without limitation, reasonable and documented costs and expenses incurred by the DIP Lender;
- (g) **Conditions:**
 - (i) *Conditions Precedent to the Disbursement of the Initial Advance:*
 - (A) the Obligors’ application materials in connection with their application for the issuance of the Initial Order under the CCAA (in form and substance satisfactory to the DIP Lender, acting reasonably) shall have been shared with the DIP Lender, and such application shall have been brought before the Court no later than July 25, 2023, on notice to such parties as are acceptable to the DIP Lender, acting reasonably;
 - (B) the form of Initial Order shall be satisfactory to the DIP lender, acting reasonably;
 - (C) KSV shall be appointed as Monitor;
 - (D) the Initial Order shall be executed by the Court authorizing and approving the DIP Facility and DIP Lender’s Charge in respect of the Initial Advance, and shall be in full force and effect;
 - (E) except to the extent not permitted by the CCAA, the DIP Lender’s Charge shall have priority over all Liens granted by the Obligors against the Property except for the Administrative Charge, in an aggregate

amount not to exceed \$500,000 under the Initial Order, which amount shall be increased to \$1,250,000 under the ARIO; and

(F) the Initial Cash Flow Projections shall be acceptable to the DIP Lender, in its discretion.

(ii) *Conditions Precedent to the Disbursement of DIP Advances (Other than the Initial Advance)*

(A) the Obligors' application materials in connection with their application for the ARIO shall be satisfactory to the DIP Lender, acting reasonably, and such application shall be brought before the Court no later than August 4, 2023, on notice to such parties as are acceptable to the DIP Lender, acting reasonably;

(B) the ARIO shall be issued and in full force and effect;

(C) the DIP Lender's Charge shall have priority over all Liens granted by the Obligors, other than the Administrative Charge;

(D) all amounts requested shall be consistent with Updated Cash Flow Projections, or otherwise expressly agreed by the DIP Lender in advance;

(E) terms and conditions of the SISP shall be satisfactory to the Monitor, and the DIP Lender shall be satisfied, acting reasonably, with the terms of the SISP and the SISP Order;

(F) representations and warranties shall be true and correct; and

(G) no Default or Event of Default shall have occurred or be continuing.

237. The DIP Loan is also subject to customary Default and Event of Default language, including the failure of the Borrower to pay principal or interest when due and any other breach in the observance or performance of the provisions of the DIP Loan, among others.

238. Accordingly, on or about July 24, 2023, the DIP Loan was entered into. A copy of the DIP Loan is attached hereto at **Exhibit "UUU"**).

239. As the DIP Loan will be provided by RWB, who already benefits from a security interest over the Applicants' Property, I do not expect any material prejudice to any of the other existing secured creditors of the Applicants, should the Court approve the DIP Loan and grant the DIP Lender's Charge.

240. The DIP Lender's Charge will secure all of the credit advanced under the DIP Facility. However, during the initial 10-day Stay of Proceedings, the Applicants are only authorized to borrow a maximum of \$2.4 million as evidenced by the Initial Cash Flow Projection approved by the DIP Lender. The DIP Lender's Charge will not secure any obligations incurred prior to these CCAA proceedings.

241. The Proposed Monitor has advised that it is supportive of the approval of the DIP Loan and associated charge. Accordingly, I believe that it is appropriate in these circumstances for the Court to approve the DIP Loan and grant the associated charge.

C. Stay of Proceedings

242. As referenced above, the Applicants will run out cash and be unable to meet their obligations as they become due in the very short term. Demands and NITES have also been delivered by RWB to the relevant Aleafia Group entities.

243. Given the challenges faced by the Applicants described herein, Aleafia Group requires a stay of proceedings to maintain the *status quo* and to give the Applicants the breathing space they require to develop a Sales Process in consultation with their advisors and the Monitor.

244. The proposed Initial Order contemplates a stay of proceedings for a period of 10 days, which I understand is the maximum that can be authorized by a court at the initial application under the CCAA.

245. As set out in the Cash Flow Forecast attached at **Exhibit "VVV"**, I understand that the Applicants expect that, with the funds to be advanced under the DIP Loan, they will have sufficient cash to operate until the end of the initial requested 10-day stay period. The Applicants, therefore, request the Stay of Proceedings for an initial period of ten days, and, if granted by this Court, the Applicants will subsequently request an extension of the Stay of Proceedings at the Comeback Hearing.

246. In addition to the Stay of Proceedings against the Applicants and their Property, the Applicants are seeking a stay of proceedings against the directors and officers of the Aleafia Group to ensure that they are able to focus their efforts on the Applicants' restructuring efforts and to prevent creditors and others from seeking to do indirectly what they cannot do directly by asserting claims or other relief relating to the debts and obligations of the Applicants against the directors and officers.

D. Administration Charge

247. It is contemplated that a Court-ordered charge over the Property (as defined in the Initial Order) would be granted in favour of the Monitor, counsel to the Monitor and counsel to the Applicants (the “**Administration Professionals**”), to secure payment of their professional fees and disbursements, whether incurred before or after the date of the Initial Order (the “**Administration Charge**”).

248. The proposed Administration Charge being sought pursuant to the Initial Order is for a maximum amount of \$500,000.00.

249. In preparation of the Cash Flow Forecast, the Applicants, in consultation with the Proposed Monitor, considered the professional fees forecasted to be incurred on a weekly basis during the cash flow period. Until the week of the Comeback Hearing (Week 2), the Applicants forecast to incur significant professional fees (including retainers) in connection with the CCAA proceedings, such as preparing for the Comeback Hearing, communicating with employees and stakeholders following the initial filing, developing a Sales Process and complying with statutory notices, mailings and communications.

250. Accordingly, I believe the quantum of the Administration Charge sought is reasonably necessary at this time to secure the professional fees of the Administration Professionals for the applicable period.

251. All of Administration Professionals have contributed, and will continue to contribute, to the Applicants’ restructuring efforts.

252. The Applicants, in consultation with the Monitor, and their respective advisors, will seek an increase to the Administration Charge at the Comeback Hearing.

E. Directors’ Charge

253. It is contemplated pursuant to the proposed Initial Order that the Applicants’ directors and officers would be granted a Court-ordered Directors’ Charge on the Property, up to a maximum amount of \$835,000.00.

254. The Directors’ Charge is intended to address potential claims that may be brought against directors and officers. The Applicants’ ordinary course operations give rise to potential director liability, including on account of payroll obligations and sales taxes.

255. It is my understanding that the Applicants’ present and former directors and officers are among the potential beneficiaries under various liability insurance policies. However, I understand from legal

counsel to the Aleafia Group that these policies may have various exceptions, exclusions and carve-outs, and may not provide sufficient coverage against potential liability that may be incurred during potential CCAA proceedings.

256. The Directors' Charge is therefore crucial to the continued involvement of the Applicants' directors and officers during the CCAA proceeding to provide them with certainty regarding their personal liability. These directors and officers have skills, knowledge and expertise, as well as established relationships with various stakeholders, that are critical to a successful restructuring.

257. The quantum of the Directors' Charge was developed with the assistance and support of the Proposed Monitor taking into account the anticipated payroll, sales tax and other exposures that give rise to director liability for the applicable period.

258. The Applicants are of the view that the quantum of the Directors' Charge is reasonably necessary at this time to address circumstances that could lead to potential directors' liability prior to the Comeback Hearing.

259. The Applicants, in consultation with the Monitor, and their respective advisors, will seek an increase to the Directors' Charge at the Comeback Hearing.

F. Critical Payments

260. The Applicants seek the authority to make certain payments with respect to goods and/or services supplied to the Applicants both before and after the date of the Initial Order, where the supplier or vendor of such goods or services is necessary for the stable operation or preservation of the Applicants' Business or Property (as defined in the Initial Order) up to a maximum aggregate amount of \$500,000.00, and subject to the terms of the DIP Loan. The proposed Initial Order contemplates that any such payments will be made in consultation with the Proposed Monitor and in order to be paid, require the Proposed Monitor's consent. I understand that the Monitor is supportive of this relief and commented on the cap amount associated with the critical payment amount in their pre-filing report.

G. Approval of Cash Management System

261. Given the nature and scale of the Aleafia Group's operations through the Cash Management System, the continued use of the existing Cash Management System is required and appropriate during these CCAA proceedings. I understand that the Proposed Monitor is also supportive of this relief.

H. Relief to be Sought at Comeback Hearing

262. If the Initial Order is granted, the Applicants propose to return to this Court for a Comeback Hearing.

263. At the Comeback Hearing, the Applicants intend to seek the Court's approval of an Amended and Restated Initial Order. For the benefit of this Court and the Applicants' stakeholders, this section highlights critical relief that the Applicants intend to seek at the Comeback Hearing. The Applicants may seek additional relief if determined to be necessary or advisable.

i. Extension of Stay of Proceedings

264. The Applicants intend to seek an extension of the Stay of Proceedings for a sufficient length of time to allow the Applicants to complete the Sales Process without having to incur additional costs during that process to return to Court to seek a further extension of the stay of proceedings.

ii. Increase to Charges

265. The Applicants intend to seek to increase the quantum of the Administration Charge, Directors' Charge and DIP Lender's Charge over all other encumbrances. In accordance with the CCAA, parties affected by this relief will be served with the Notice of Application in advance of the Comeback Hearing.

266. In addition, the Applicants will also seek appropriate priming of the Charges at the Comeback Hearing, with notice given to all secured parties at that time.

iii. Relief Relating to Securities Filings and AGM

267. As a result of this CCAA application, at the Comeback Hearing, Aleafia Parent will likely seek to be relieved of any obligation to call and hold the AGM until further Order of this Court.

268. I understand from counsel to the Aleafia Group that it is not uncommon for this type of relief to be sought and obtained in insolvency proceedings in Canada involving Applicants of this nature and, accordingly, I believe it to be reasonable in this instance as well given the status of the Aleafia Group and its intention to pursue a Court-supervised SISF and/or restructuring.

269. In addition, if the Initial Order is granted, at the Comeback Motion, the Applicants will likely seek authorization to dispense with certain securities filing requirements. In particular, the Applicants seek authorization for the Applicants to incur no further expenses in relation to any filings (including

financial statements), disclosures, core or non-core documents, restatements, amendments to existing filings, press releases or any other actions (collectively, the “**Securities Filings**”) that may be required by any federal, provincial, or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including without limitation, the *Securities Act* (Ontario), and comparable statutes enacted by other provinces of Canada, and other rules, regulations and policies of the TSX. Such relief will be on notice to the applicable regulatory body.

270. In my view, incurring the time and costs associated with preparing the Securities Filings will detract from the Applicants’ successful restructuring. Further, there is no prejudice to stakeholders given that detailed financial information and other information regarding the Applicants will continue to be made publicly available through the materials filed in these CCAA proceedings.

I. Relief Sought After Comeback Hearing

i. Sales Process

271. After the Comeback Hearing, the Aleafia Group likely intends to return to this Court to seek approval of the SISP, which will give certainty to employees, customers, regulators, suppliers and stakeholders that the Aleafia Group will continue as a going concern when the Sales Process concludes.

272. The terms of the SISP is likely to be detailed in a separate report of the Proposed Monitor, or alternately within a supplemental affidavit, to be sworn.

273. RWB has informed Aleafia Parent and the Proposed Monitor that it is considering making an offer to purchase all or certain of the assets of the Aleafia Group in the context of the SISP.

J. Relief Sought

274. For the reasons set out herein, the Aleafia Group respectfully requests this Court grant the Initial Order.

VIII. CONCLUSION

275. In the circumstances, I believe that the CCAA proceedings are the only viable means of restructuring the Applicants’ business and operations for the benefit of their stakeholders and the relief sought in the Initial Order is limited to what is reasonably necessary to stabilize the Applicants’ business in the initial ten (10) day period.

276. The Applicants, with the assistance of their legal and financial advisors, have determined that the proposed CCAA proceedings represent the best available strategy to maximize value for Aleafia Group’s stakeholders.

SWORN BEFORE ME over video teleconference this 24th day of July, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Toronto in the Province of Ontario, while the Commissioner was located in the City of Toronto in the Province of Ontario.



DocuSigned by:
Samantha Hans

402BBD39540540A

A Commissioner for taking Affidavits (*or as may be*)

SAMANTHA HANS (LSO#: 84737H)

DocuSigned by:
Patricia Symmes-Rizakos

04B88568EC0C42B

PATRICIA SYMMES-RIZAKOS

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM
CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION,
ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063
ONTARIO INC.

Court File No. CV-23-00703350-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn July 24, 2023)

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This is Exhibit "B" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023



Commissioner for Taking Affidavits

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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., AND 2676063 ONTARIO INC.**

Applicants

**AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn July 26, 2023)**

I, **Patricia Symmes-Rizakos**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the Chief Executive Officer of Aleafia Health Inc. ("**Aleafia Parent**" and together with its Subsidiaries (as defined below), the "**Applicants**" or "**Aleafia Group**").

2. Emblem Corp. ("**Emblem**"), Emblem Cannabis Corporation ("**Emblem Cannabis**"), Emblem Realty Ltd. ("**Emblem Realty**"), Growwise Health Limited ("**Growwise**"), Canabo Medical Corporation ("**Canabo**"), Aleafia Inc. ("**Aleafia Sub**"), Aleafia Farms Inc. ("**Aleafia Farms**"), Aleafia Brands Inc. ("**Aleafia Brands**"), Aleafia Retail Inc. ("**Aleafia Retail**"), 2672533 Ontario Inc. ("**2672**") and 2676063 Ontario Inc. ("**2676**") are various subsidiaries of Aleafia Parent (individually, a "**Subsidiary**" and collectively, the "**Subsidiaries**"). Aleafia Group through Aleafia Retail also has a minority interest in a certain other non-Applicant affiliate.¹

3. I have been the Chief Executive Officer of Aleafia Parent since February 2022. As such, I have personal knowledge of the matters to which I depose in this Affidavit except where I have obtained information from others. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true.

¹ As described further herein, this entity is One Plant (Retail) Corp.

4. The Aleafia Group is a federally licensed Canadian cannabis company providing cannabis products to five of Canada's largest provinces (Ontario, Alberta, British Columbia, Saskatchewan and Manitoba) and destined for select international medical cannabis markets. The Aleafia Group also operates a virtual cannabis clinic named "Canabo Medical Clinic", staffed by various physicians and nurse practitioners, which also provides health and wellness services across Canada; medical cannabis is largely produced through Aleafia Group's Subsidiary, Emblem Cannabis. A separate physical clinic also operates in St. John's, Newfoundland.

5. Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in my affidavit sworn on July 25, 2023 (the "**Initial Affidavit**"), a copy of which is attached (without Exhibits) as **Exhibit "A"**. All references to monetary amounts in this affidavit are in Canadian dollars unless otherwise noted.

6. This affidavit is made in support of a motion by the Applicants for relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), seeking an amended and restated initial order (the "**Amended and Restated Initial Order**") substantially in the form attached at Tab 2 of the Motion Record which, *inter alia*:

- (a) if necessary, abridges the time for service of the Notice of Motion and Motion Record and dispenses with service on any person other than those served;
- (b) extends the Stay of Proceedings (as defined below) to October 3, 2023 (the "**Stay Extension**");
- (c) grants authority for the Applicants to increase the amounts which may be borrowed by the Applicants under DIP Term Sheet;
- (d) grants an extension of the time limit to call and hold the annual general meeting of shareholders of Aleafia Parent (the "**AGM**") until after the conclusion of the CCAA proceedings, subject to further order of this Court;
- (e) grants authority for the Applicants to incur no further expenses in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the "**Securities Filings**") that may be required by any federal, provincial, or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange (collectively, the "**Securities Provisions**"), and

declares that none of the directors, officers, employees, and other representatives of the Applicants or the Monitor in these CCAA proceedings (and its directors, officers, employees and representatives) shall have any personal liability for any failure by the Applicants to make the Securities Filings; and

- (f) grants the following increases to the priority Charges against the Property, which were granted in the Initial Order (as defined below):
 - (i) First – the Administration Charge increased to \$1,250,000 from \$500,000;
 - (ii) Second – the DIP Lender’s Charge increased to the maximum amount of the DIP Obligations at the relevant time up to \$6,600,000;
 - (iii) Third – the Directors’ Charge increased to \$2,850,000 from \$835,000; and
- (g) increases the critical supplier payment maximum aggregate amount to \$500,000.

7. The Initial Affidavit should be referred to for additional background about the Aleafia Group and the events leading up to these CCAA proceedings.

8. In preparing this Affidavit, I consulted with the Applicants’ legal and financial advisors and reviewed relevant documents and information concerning the Applicants’ operations, financial affairs and marketing activities. I am authorized to swear this Affidavit as the corporate representative of the Applicants.

II. BACKGROUND AND STATUS OF THE CCAA PROCEEDINGS

9. The Aleafia Group applied for urgent relief under the CCAA as a result of its insolvent status, and obtained the Initial Order on July 25, 2023 (the “**Initial Order**”). The Initial Order, a copy of which is attached hereto at **Exhibit “B”**, *inter alia*, contains the following heads of relief (terms as defined in the Initial Order):

- (a) abridging the time for service of the Application and the materials filed in support thereof, and dispensing with further service thereof;
- (b) declaring that the Applicants are parties to which the CCAA applies;

- (c) appointing KSV Restructuring Inc. as an officer of the Court to monitor the assets, business, and affairs of the Applicants (in such capacity, the “**Monitor**”);
- (d) approving the Applicants’ ability to borrow under a debtor-in-possession (“**DIP**”) credit facility pursuant to the terms of the DIP Term Sheet dated July 24, 2023 (the “**DIP Term Sheet**”) to finance their working capital requirements and other general corporate purposes, expenses and costs over the CCAA proceedings;
- (e) staying, for an initial period of not more than ten (10) days, all proceedings and remedies taken or that might be taken in respect of the Applicants, the Monitor, their directors and officers, or affecting the Applicants’ business or the Property (as defined in the Initial Order), except as otherwise set forth in the Initial Order or as otherwise permitted by law (the “**Stay of Proceedings**”);
- (f) granting the following charges (collectively, the “**Charges**”) over the Applicants’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “**Property**”):
 - (i) the Administration Charge in favour of the Monitor, counsel to the Monitor, and counsel to the Applicants;
 - (ii) the DIP Lender’s Charge in favour of the DIP Lender; and
 - (iii) the Directors’ Charge in favour of the Directors and Officers;
- (g) approving payment to certain suppliers who are critical to the business and operations of the Aleafia Group for pre-filing expenses or to honour cheques issued to providers of goods and services prior to the Initial Order, but only with consent of the Monitor, which are necessary to facilitate the Applicants’ ongoing operations and to preserve value during the CCAA proceedings, up to a maximum aggregate amount of \$300,000; and
- (h) authorizing the Aleafia Group to continue to use the Cash Management System.

10. Copies of materials filed in the CCAA proceedings are available on the website of the Monitor at: <https://www.ksvadvisory.com/experience/case/aleafia>.

11. Following the issuance of the Initial Order, the Aleafia Group has continued its business operations in the ordinary course. Since the Initial Order was granted, the Aleafia Group has been

working with the Monitor to stabilize operations and begin its restructuring initiatives as well as engaging with stakeholders. Immediately after obtaining CCAA protection, the Applicants published a press release in order to inform its various stakeholders of the granting of the Initial Order. A copy of the press release is attached as **Exhibit “C”**.

12. The Applicants’ activities during the first two days of these proceedings, with the assistance of its advisors and the Monitor, include:

- (a) creating and implementing a communication plan to advise key stakeholders of the CCAA proceeding, including preparing an advertisement announcing the issuance of the Initial Order, and including a “Frequently Asked Questions” sheet for impacted entities;
- (b) communicating with, providing information to and answering questions of various stakeholders and employees;
- (c) meeting with employees and the Monitor to discuss expenditure and cash flow management;
- (d) engaged with discussions with the DIP Lender about the Business and next steps in the CCAA proceedings
- (e) together with the assistance of the Monitor, establishing a virtual data room in anticipation of the Amended and Restated Initial Order being granted and the Applicants seeking the approval of a SISP in the near term; and
- (f) arranging for payment to certain suppliers which are critical to the Applicants’ Business.

13. The Aleafia Group continues to work with the Monitor in good faith to respond to numerous creditor and stakeholder inquiries on a daily basis.

14. Counsel to the Applicants has also notified the various cannabis regulatory entities in the jurisdictions in which the Applicants operate their Business, advising each entity of the granting of the Initial Order and their inclusion on the Applicants’ service list.

15. In addition, in an effort to preserve the Applicants’ liquidity and limit its cash burn during the CCAA proceedings, the Applicants and the Monitor have also begun to develop materials for the eventual SISP, which will be sought at a date after this Comeback Hearing.

III. RELIEF SOUGHT AT COMEBACK HEARING

16. The First Affidavit provides the primary evidence in support of the vast majority of relief sought in the proposed Amended and Restated Initial Order. The sections below address issues that are not covered in the First Affidavit.

A. Extension of the Stay of Proceedings

17. The Applicants have acted, and are acting, in good faith and with due diligence to communicate with stakeholders. The extension of the Stay of Proceedings is necessary and appropriate in the circumstances to provide the Applicants with continued breathing space while they attempt to maximize value for the benefit of their stakeholders through the CCAA proceedings and an eventual SISP.

18. As set out above, since the granting of the Initial Order, among other things, the Applicants have reached out to several of their stakeholders, including various suppliers, the regulatory entities in each province in which the Applicants have ongoing operations, their employees, and landlords, and begun to work with the Monitor to develop the SISP.

19. I understand that the Monitor will provide comment that the cash flow of the Applicants provides sufficient liquidity during the Stay Extension to fund obligations and costs of the CCAA proceedings. Accordingly, the Applicants have acted, and are continuing to act in good faith and with due diligence in these CCAA proceedings since the granting of the Initial Order.

20. In these circumstances, I do not believe any creditor will suffer material prejudice as a result of the extension of the Stay of Proceedings. The Applicants' stakeholders will benefit from the extension of the Stay of Proceedings, and the Monitor is supportive of this relief.

B. Increase to DIP Term Sheet

21. The Applicants seek to increase the maximum amount permitted to be drawn on the DIP Term Sheet from \$2,270,000 to \$6.6 million, and a corresponding increase to the DIP Lender's Charge in the same amount. Since the DIP Lender's Charge is a function of the amount drawn on the DIP Term Sheet, increasing the maximum amount permitted to be drawn on the DIP Term Sheet is expected to result in a corresponding increase to the DIP Lender's Charge, depending on how much is ultimately drawn.

22. As set out in the Initial Affidavit, the Cash Flow Statement indicates that the Applicants anticipate the need to draw this amount under the DIP Facility in order to maintain operations and fund

these CCAA proceedings through the proposed extension of the Stay of Proceedings, to and including October 3, 2023.

23. I understand that the Monitor is supportive of this relief and will provide further comment in their report, to be filed with this Court in support of the Applicants' motion. I further understand that a copy of the amended & restated DIP Term Sheet will be provided by the Monitor at a tab of their first report, to be filed, in support of this increase.

C. Authority to Incur No Further Costs in Connection with Securities Filings and Extension of Time Limit to Hold AGM

24. The Applicants seek (a) to incur no further expenses in relation to the Securities Filings; (b) a declaration that none of the directors, officers, employees and other representatives of the Applicants or the Monitor shall have any personal liability for failure by the Applicants to make any Securities Filings that may be required by the Securities Provisions; and (c) to extend the time limit to call and hold the AGM.

25. Aleafia Parent must call an annual meeting of shareholders no later than six months after the end of its preceding financial year, which was on March 31, 2023.

26. In the circumstances, the Applicants have determined that incurring further expenses to maintain the currency of the Aleafia Parent's Securities Filings going forward on the TSX and OTCQB, and holding the AGM is not appropriate at this juncture. The Applicants' resources and time are better directed towards their restructuring efforts. Further, there is no prejudice to stakeholders given that detailed financial information and other information regarding the Aleafia Group will continue to be made publicly available through the materials filed in these CCAA proceedings.

27. The Applicants believe that continuing to incur the costs related to the Securities Filings is not appropriate in the circumstances. The Applicants need to focus their efforts and budget on restructuring and carrying out a SISF, which will have the oversight of the Court, if approved.

28. Finally, the language in the proposed Amended and Restated Order is sufficiently tailored to advancing these purposes, and is not overly broad. It does not prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the relevant securities provisions. I am advised by the Applicants' legal counsel that the

proposed language to be contained in the Amended and Restated Initial Order has recently been approved by this Court with the input from the Ontario Securities Commission.

C. Increase to the Charges

29. Pursuant to the Initial Order, the Charges were granted in the following amounts, with the priming issue² to be revisited at the Comeback Hearing:

- (a) Administration Charge: \$500,000;
- (b) DIP Lenders' Charge: \$2,270,000;
- (c) Directors' Charge: \$835,000.

30. Along with the DIP Lenders' Charge, the Administration Charge and Directors' Charge were required to ensure the participation of the Applicants' counsel, financial advisors, and directors & officers in the ongoing CCAA proceedings.

31. In the Initial Order, the Charges were each limited to only what was reasonably necessary during the initial Stay of Proceedings. Pursuant to the Amended and Restated Initial Order, the Applicants now seek to increase the quantum of the Administration Charge, DIP Lender's Charge and Directors' Charge up to a maximum of \$1,250,000, \$6,600,000 and \$2,850,000 (plus interest, fees and costs), respectively, all in line with the Cash Flow Statement prepared by the Applicants, with the assistance of the Monitor, and to be submitted to this Court.

32. The Applicants understand that the Monitor is supportive of this relief.

D. Priming of Charges

33. The Initial Affidavit sets out the evidentiary basis for the appropriateness and necessity of the Charges (and their quantum) in the circumstances.

² The DIP Lenders' Charge was directly tied to the Initial Advance per the DIP Term Sheet (terms as defined in the Pre-Filing Report of the Proposed Monitor dated July 24, 2023). As stated in the endorsement dated July 25, 2023 associated with the Initial Order, Justice Conway stated that the amount: "includes a proportionate share of the commitment fee payable to the DIP Lender for the financing provided during the 10-day period. The DIP Charge secures only the DIP financing provided during the initial period. The secured creditors did not oppose the priming of their security for the \$2.27 million but indicated that there may be opposition to increasing that amount at the comeback hearing." A copy of this endorsement is attached hereto at **Exhibit "D"**.

34. The proposed Charges in the Amended and Restated Order rank ahead of all Encumbrances (as defined in the Amended and Restated Order). The proposed Amended and Restated Order provides that the Charges, as among them, shall be in the following order:

- (a) First – Administration Charge;
- (b) Second – DIP Lender’s Charge; and
- (c) Third – Directors’ Charge.

35. I am advised by the Applicants’ counsel, that all secured parties who may be affected by the Charges will be given notice of this motion.

E. Pre-filing Supplier Payments

36. The Applicants rely on certain critical suppliers in their day-to-day operations. To preserve their business and maintain critical relationships, the Applicants are seeking authorization to increase the payment of amounts owing for goods and services supplied to the Applicants prior to the filing date from \$300,000 up to a maximum aggregate amount of \$500,000. Such payments may only be made if the Applicants and the Monitor consent to the determination that the relevant supplier is critical to the business and operations of the relevant Applicant, or the preservation of the property of the relevant Applicant, such that payment is required to ensure ongoing supply.

37. I understand that the Monitor is supportive of this relief and is fully informed of the Applicants’ business and needs with respect to potential critical suppliers.

F. Relief Sought

38. For the reasons set out herein, the Aleafia Group respectfully requests that this Court grant the Amended and Restated Initial Order.

39. I believe that the Aleafia Group has acted and is continuing to act in good faith and with due diligence in these CCAA proceedings since the granting of the Initial Order. As described above and in the First Affidavit, the Aleafia Group has now given notice of these CCAA proceedings to key stakeholders and secured creditors, and in consultation with the Monitor, has engaged in discussions with creditors and other parties to begin the process of restructuring its affairs.

40. I swear this Affidavit in support of an application for the relief set out above, and for no improper purpose.

SWORN BEFORE ME over video teleconference this 26th day of July, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Toronto in the Province of Ontario, while the Commissioner was located in the City of Toronto in the Province of Ontario.



DocuSigned by:
Samantha Hans

A Commissioner for taking Affidavits (*or as may be*)

SAMANTHA HANS (LSO#: 84737H)

DocuSigned by:
Patricia Symmes-Rizakos

PATRICIA SYMMES-RIZAKOS

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM
CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION,
ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063
ONTARIO INC.

Court File No. CV-23-00703350-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn July 26, 2023)

AIRD & BERLIS LLP

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Lawyers for the Applicants

This is Exhibit "C" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023

A handwritten signature in cursive script, appearing to read "C. Delfino".

Commissioner for Taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., AND 2676063 ONTARIO INC.**

Applicants

**AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn August 11, 2023)**

I, **Patricia Symmes-Rizakos**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the Chief Executive Officer of Aleafia Health Inc. ("**Aleafia Parent**" and together with its Subsidiaries (as defined below), the "**Applicants**" or "**Aleafia Group**").
2. Emblem Corp. ("**Emblem**"), Emblem Cannabis Corporation ("**Emblem Cannabis**"), Emblem Realty Ltd. ("**Emblem Realty**"), Growwise Health Limited ("**Growwise**"), Canabo Medical Corporation ("**Canabo**"), Aleafia Inc. ("**Aleafia Sub**"), Aleafia Farms Inc. ("**Aleafia Farms**"), Aleafia Brands Inc. ("**Aleafia Brands**"), Aleafia Retail Inc. ("**Aleafia Retail**"), 2672533 Ontario Inc. ("**2672**") and 2676063 Ontario Inc. ("**2676**") are various subsidiaries of Aleafia Parent (individually, a "**Subsidiary**" and collectively, the "**Subsidiaries**"). Aleafia Group through Aleafia Retail also has a minority interest in a certain other non-Applicant affiliate.
3. I have been the Chief Executive Officer of Aleafia Parent since February 2022. As such, I have personal knowledge of the matters to which I depose in this Affidavit except where I have obtained information from others. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true.
4. The Aleafia Group is a federally licensed Canadian cannabis company providing cannabis products to five of Canada's largest provinces (Ontario, Alberta, British Columbia, Saskatchewan and Manitoba)

and destined for select international medical cannabis markets. The Aleafia Group also operates a virtual cannabis clinic named “Canabo Medical Clinic”, staffed by various physicians and nurse practitioners, which also provides health and wellness services across Canada; medical cannabis is largely produced through Aleafia Group’s Subsidiary, Emblem Cannabis. A separate physical clinic also operates in St. John’s, Newfoundland.

5. Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in my affidavit sworn on July 24, 2023 (the “**Initial Affidavit**”) and my comeback affidavit sworn on July 26, 2023 (the “**Comeback Affidavit**”), a copy of each of which is attached to this affidavit (without Exhibits) as **Exhibit “A”** and **Exhibit “B”**, respectively. All references to monetary amounts in this affidavit are in Canadian dollars unless otherwise noted.

6. This affidavit is made in support of a motion by the Applicants for relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”), seeking an order (the “**SISP Order**”) substantially in the form attached at the Motion Record which, *inter alia*, grants:

- (a) an extension of the Stay of Proceedings (as defined below) to October 31, 2023;
- (b) preservation of the “status quo” in respect of the Applicants’ Health Canada and cannabis excise licenses (the “**Licences**”) during the pendency of the Stay of Proceedings;
- (c) approval of the sale and investment solicitation process (the “**SISP**”) in a form substantially similar to the form attached as Schedule “A” to the SISP Order;
- (d) authority for the Applicants and the Monitor (as defined below) to immediately commence the SISP;
- (e) authority and direction to the Monitor, the Applicants, and their respective affiliates, partners, employees, advisors and agents (collectively, the “**Assistants**”) to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and the SISP Order; and
- (f) approving the Stalking Horse Asset Purchase and Subscription Agreement (the “**Stalking Horse Agreement**”) to be entered into between Aleafia Health, Emblem Cannabis, Canabo, Aleafia Farms and Aleafia Retail, Red White & Bloom Brands Inc. (“**RWB**”) and RWB (PV) Canada Inc., a wholly-owned subsidiary of RWB (in such capacity, the

“**Stalking Horse Bidder**”) solely for the purpose of constituting the “Stalking Horse Bid” under the SISP.

7. The Initial Affidavit and the Comeback Affidavit should be referred to for additional background about the Aleafia Group and the events leading up to these CCAA proceedings.

8. In preparing this Affidavit, I consulted with the Applicants’ legal and financial advisors and reviewed relevant documents and information concerning the Applicants’ operations, financial affairs and marketing activities. I am authorized to swear this Affidavit as the corporate representative of the Applicants.

II. BACKGROUND AND STATUS OF THE CCAA PROCEEDINGS

9. The Aleafia Group applied for urgent relief under the CCAA as a result of its insolvent status, and obtained the Initial Order on July 25, 2023 (the “**Initial Order**”). The Initial Order, a copy of which is attached hereto at **Exhibit “C”**, *inter alia*, contains the following heads of relief (terms as defined in the Initial Order):

- (a) abridging the time for service of the Application and the materials filed in support thereof, and dispensing with further service thereof;
- (b) declaring that the Applicants are parties to which the CCAA applies;
- (c) appointing KSV Restructuring Inc. as an officer of the Court to monitor the assets, business, and affairs of the Applicants (in such capacity, the “**Monitor**”);
- (d) approving the Applicants’ ability to borrow under a debtor-in-possession credit facility pursuant to the terms of the DIP Term Sheet dated July 24, 2023 (as amended and restated, the “**DIP Term Sheet**”), with RWB as lender (in such capacity, the “**DIP Lender**”) to finance their working capital requirements and other general corporate purposes, expenses and costs over the CCAA proceedings;
- (e) staying, for an initial period of not more than ten (10) days, all proceedings and remedies taken or that might be taken in respect of the Applicants, the Monitor, their directors and officers, or affecting the Applicants’ business or the Property (as defined in the Initial Order), except as otherwise set forth in the Initial Order or as otherwise permitted by law (the “**Stay of Proceedings**”);

- (f) granting the following charges (collectively, the “**Charges**”) over the Applicants’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “**Property**”):
 - (i) the Administration Charge in favour of the Monitor, counsel to the Monitor, and counsel to the Applicants;
 - (ii) the DIP Lender’s Charge in favour of the DIP Lender; and
 - (iii) the Directors’ Charge in favour of the Directors and Officers;
- (g) approving payment to certain suppliers who are critical to the business and operations of the Aleafia Group for pre-filing expenses or to honour cheques issued to providers of goods and services prior to the Initial Order, but only with consent of the Monitor, which are necessary to facilitate the Applicants’ ongoing operations and to preserve value during the CCAA proceedings, up to a maximum aggregate amount of \$300,000; and
- (h) authorizing the Aleafia Group to continue to use the Cash Management System (as defined in the Initial Order).

10. Copies of materials filed in the CCAA proceedings are available on the website of the Monitor at: <https://www.ksvadvisory.com/experience/case/aleafia>.

11. Following the issuance of the Initial Order, the Aleafia Group has continued its business operations in the ordinary course. Since the Initial Order was granted, the Aleafia Group has been working with the Monitor to stabilize operations and begin its restructuring initiatives as well as engaging with stakeholders. Immediately after obtaining CCAA protection, the Applicants published a press release in order to inform their various stakeholders of the granting of the Initial Order. A copy of the press release is attached as **Exhibit “D”**.

12. On August 4, 2023, the Court granted the Amended and Restated Initial Order (the “**ARIO**”) which, *inter alia*:

- (a) extended the Stay of Proceedings to September 1, 2023;
- (b) authorized the Applicants to increase the amounts which they may borrow under the DIP Term Sheet;

- (c) granted an extension of the time limit to call and hold the annual general meeting of shareholders of Aleafia Parent until after the conclusion of the CCAA proceedings, subject to further order of this Court;
 - (d) granted authority for the Applicants to incur no further expenses in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the “**Securities Filings**”) that may be required by any federal, provincial, or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, and declared that none of the directors, officers, employees, and other representatives of the Applicants or the Monitor in these CCAA proceedings (and its directors, officers, employees and representatives) shall have any personal liability for any failure by the Applicants to make the Securities Filings; and
 - (e) granted the following increases to the priority Charges against the Property, which were granted in the Initial Order:
 - (i) First – the Administration Charge increased to \$1,250,000 from \$500,000;
 - (ii) Second – the DIP Lender’s Charge increased to the maximum amount of the DIP Obligations (as defined in the ARIO) at the relevant time up to \$6,600,000;
 - (iii) Third – the Directors’ Charge increased to \$2,850,000 from \$835,000; and
 - (f) increased the critical supplier payment maximum aggregate amount to \$500,000.
13. A copy of the ARIO is attached hereto at **Exhibit “E”**.
14. The Applicants’ activities since the granting of the ARIO, with the assistance of their advisors and the Monitor, include:
- (a) creating and implementing a communication plan to advise key stakeholders of the CCAA proceedings and updates regarding same;
 - (b) communicating with, providing information to and answering questions of various stakeholders and employees;
 - (c) meeting with employees and the Monitor to discuss expenditure and cash flow management;

- (d) engaging in discussions with the DIP Lender about the Business (as defined in the ARIO) and next steps in the CCAA proceedings;
- (e) together with the assistance of the Monitor, establishing a virtual data room (“VDR”);
- (f) working with the Monitor to develop the SISP;
- (g) negotiating the Stalking Horse Agreement;
- (h) engaging with counsel to Ad Hoc Committee of Debentureholders (the “**Ad Hoc Committee**”) to work towards settling such stakeholders’ opposition to the SISP Order; and
- (i) arranging for payment to certain suppliers which are critical to the Applicants’ Business.

15. The Aleafia Group continues to work with the Monitor in good faith to respond to numerous creditor and stakeholder inquiries on a daily basis.

III. RELIEF SOUGHT

A. Extension of the Stay of Proceedings

16. The Applicants have acted, and are acting, in good faith and with due diligence to communicate with stakeholders. The extension of the Stay of Proceedings is necessary and appropriate in the circumstances to provide the Applicants with continued breathing space while they attempt to maximize value for the benefit of their stakeholders through the CCAA proceedings and the SISP sought herein.

17. The Monitor, the Applicants, and the Assistants will need time in order to properly and diligently implement and carry out the SISP in accordance with its terms and the SISP Order, to obtain the maximum value possible for all stakeholders.

18. I do not believe any creditor will suffer material prejudice as a result of the extension of the Stay of Proceedings. The Applicants’ stakeholders will benefit from the extension of the Stay of Proceedings, and the Monitor is supportive of this relief.

B. The Status Quo of the Licences

19. The Licences are held, variously, by each of Emblem Cannabis and Aleafia Farms. The below chart provides a summary of the Licences, copies of which are attached hereto at **Exhibit “F”**.

HEALTH CANADA LICENCES				
Address Listed	License Type/No.	Entity	Current Term Effective Date	Expiry Date
378 South Service Road, Grimsby ON	Standard Cultivation / LIC-VTQAQTTMOL	Aleafia Farms	June 7, 2023	June 13, 2024
2540 Regional Road 19, Blackstock ON	Standard Cultivation / LIC-GYAJNCME6L	Aleafia Farms	December 9, 2020	October 9, 2023
20 Woodslee Avenue, Paris ON	Standard Cultivation; Standard Processing; Sale for Medical Purposes / LIC-0CNIN0V9QK	Emblem Cannabis	January 19, 2023	January 20, 2028
20 Woodslee Avenue, Paris ON	Research / LIC-28X6T94W2Y	Emblem Cannabis	April 29, 2021	April 7, 2026
85 Basaltic Road, Unit A, Vaughan ON	Standard Processing; Sale for Medical Purposes / LIC-CTHF6SVA0C	Emblem Cannabis	June 10, 2022	February 12, 2024

CANNABIS EXCISE LICENCES				
Address Listed	License No.	Entity	Current Term Effective Date	Expiry Date
378 South Service Road, Grimsby ON; 2540 Shirley Avenue, Blackstock ON	88009 9247	Aleafia Farms	October 17, 2022	October 16, 2024
20 Woodslee Avenue, Paris ON; 85 Basaltic Road, Unit A, Concord ON	85070 8975 RD0002; 85070 8975 RD0005	Emblem Cannabis	October 17, 2022	October 16, 2023

20. As shown on the above chart, two of the Licences are set to expire in October of this year. CRA has advised the Applicants that Emblem Cannabis is not eligible to renew its cannabis excise license, which expires October 16, 2023, while it is undergoing this CCAA proceeding, due to not meeting the requirement set out in section 2(2)(c)(ii) of the Regulations Respecting Excise Licences and Registrations, SOR/2003-115 that a licensee have sufficient financial resources to conduct its business in a responsible manner. This leaves very little time for the Monitor and the Applicants to implement and carry out the proposed SISF in an effective and fulsome manner.

21. I believe it is in the best interest of the Applicants and their stakeholders to have the status quo in respect of the Licences extended in tandem with the Stay of Proceedings, in order to allow the Applicants to carry on operations with the permissions afforded to them under the Licences, and to preserve the value

of the Applicants' business operations. The Licences are amongst the most valuable assets of the Applicants and without such, the value to be generated from the SISP will be significantly curtailed.

22. I understand from my counsel that a Canadian court has recently granted an order preserving a cannabis company's cannabis excise licence while the company was undergoing a restructuring under a *Bankruptcy and Insolvency Act* proposal proceeding, such that this request is not unprecedented.

C. The SISP

23. Capitalized terms used in this subsection and not otherwise defined have the meaning ascribed to them in the SISP.

24. As was set out in the Initial Affidavit, the Applicants intend to, among other things, conduct a court-approved SISP to obtain a going concern solution to maximize value for their stakeholders. Accordingly, the SISP has been developed by the Applicants and the Monitor, in consultation with the DIP Lender and counsel to the Ad Hoc Committee, as a means of seeking to maximize the value of the Applicants' business assets.

25. The Applicants have also negotiated with RWB (in its capacity as both the prepetition senior secured creditor of the Applicants and the DIP Lender) regarding a potential "stalking horse bid". These discussions have resulted in RWB and the Applicants negotiating the Stalking Horse Agreement, a copy of which is attached as **Exhibit "G"**. The SISP does not give the DIP Lender or the Stalking Horse Bidder control over the SISP.

26. Accordingly, while the SISP has been developed to identify and consummate a value-maximizing transaction, the Stalking Horse Agreement also ensures that the Applicants will emerge from these CCAA proceedings on a going-concern basis. The SISP and the Stalking Horse Agreement are described in greater detail immediately below.

27. The SISP was designed to be broad and flexible, and to be led by the Monitor. The SISP is intended to solicit interest in, and opportunities for: (i) one or more sales or partial sales of all, substantially all, or certain portions of the Property or the Business; and/or (ii) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Applicants or their Business.

28. The Monitor, in consultation with the Applicants, may at any time and from time to time, modify, amend, vary or supplement the Bidding Procedures, without the need for obtaining an order of the Court or providing notice to Qualified Bidders, Binding Offer Bidders, the Successful Bidder or the Back-Up Bidder,

provided that such modification, amendment, variation or supplement is expressly limited to changes that do not alter, amend or prejudice the rights of such bidders.

29. The SISP provides for a simplified one-stage process.

30. A summary of key dates pursuant to the SISP are outlined below. These dates may be extended by the Monitor, with the consent of the DIP Lender, acting reasonably, as the Monitor deems necessary or appropriate, or by order of the Court:

Milestone	Date
Commence solicitation of interest from parties, including delivering NDA and Teaser Letter, and upon execution of NDA, Confidential Information Memorandum and access to VDR	No later than two (2) Business days after the granting of the SISP Order
Binding Offer Deadline (as defined below)	October 2, 2023 at 5:00 p.m. EST
<i>If no Binding Offers are received other than Stalking Horse Bid</i>	
Selection of Stalking Horse Bid as Successful Bid	October 3, 2023
Approval Motion (as defined below)	October 10, 2023 or the earliest date available thereafter
Closing of Stalking Horse Bid	As soon as possible but no later than November 22, 2023
<i>If Binding Offers selected other than Stalking Horse Bid</i>	
Deadline to notify Qualified Bidders	No later than October 6, 2023
Auction, if needed	October 9, 2023
Selection of Successful Bid and Back-Up Bidder, if needed	October 9, 2023 or such later date immediately thereafter if the Auction is not completed in one day
Approval Motion	No later than October 17, 2023
Closing of the Successful Bid	As soon as possible but no later than November 22, 2023

31. The key dates in the above table are described in further detail below. I believe that the timelines and terms of the SISP are reasonable. I have also been advised by the Monitor that it believes the timelines and terms are reasonable as well. In developing the timelines and process for the SISP, the Applicants, in consultation with the Monitor, considered a number of factors, including that:

- (a) interested parties have been admitted to the VDR since the first week of August providing additional time to complete diligence; and

- (b) the DIP facility expires no later than November 22, 2023 and the Applicants are forecasted to run out of liquidity at the end of its term.

Solicitation of Interest

32. The SISP prescribes certain requirements and timelines for the Monitor, in consultation with the Applicants, to solicit interest and provide notice of the SISP after the SISP Order. However, in anticipation of the SISP Order, the Monitor (in consultation with the Applicants) has already begun (if not completed):

- (a) preparing a list of potential bidders, including (i) parties that have approached the Applicants or the Monitor indicating an interest in the Opportunity, (ii) strategic and financial parties who the Monitor, in consultation with the Applicants, believe may be interested in purchasing all or part of the Business or the Property or investing in the Applicants pursuant to the SISP, and (iii) parties that showed an interest in the Applicants and/or the Property prior to the date of the SISP Order;
- (b) preparing a process summary (the “**Teaser Letter**”) with the assistance of the Applicants describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP;
- (c) preparing a form of non-disclosure agreement (“**NDA**”); and
- (d) preparing the VDR with the assistance of the Applicants, with access having been already granted to a number of Potential Bidders, so that parties can commence diligence.

33. The Monitor will apprise the market of the SISP by arranging for notice of the SISP to be published in one or more trade industry and/or insolvency-related publications as may be considered appropriate by the Monitor.

34. The Monitor will cause the Teaser Letter and NDA to be sent to each Known Potential Bidder by no later than two (2) Business days after the granting of the SISP Order, and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to the Monitor as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

Qualified Bidders

35. A Potential Bidder (who has delivered the executed NDA and provided to the Monitor written confirmation of the identity of the Potential Bidder, the contact information for such Potential Bidder and

full disclosure of the direct and indirect principals of the Potential Bidder) will be deemed a “**Qualified Bidder**” if the Monitor, in its reasonable judgment, and in consultation with the Applicants, determines such person is likely, based on the availability of financing, experience and other considerations, to be able to consummate a sale or investment pursuant to the SISP. All Qualified Bidders will receive a Confidential Information Memorandum prepared by the Monitor and will be granted access to the VDR.

36. Potential Bidders must rely solely on their own independent review, diligence, investigation and/or inspection of all information and of the Property and Business in connection with their participation in the SISP and any transaction they enter into with one or more of the Applicants.

Formal Binding Offers

37. Any Qualified Bidder (other than the Stalking Horse Bidder) that wishes to make a formal offer with respect to its offer to (i) acquire all or substantially all of the Property or Business, whether through an asset purchase, a share purchase or a combination thereof (either one, a “**Sale Proposal**”) or a portion of the Property or the Business (a “**Partial Sale Proposal**”); or (ii) make an investment in, restructure, recapitalize or refinance the Aleafia Group or the Business (an “**Investment Proposal**”) must submit a binding offer (a “**Binding Offer**”):

- (a) in the case of a Sale Proposal, in the form of a template agreement of purchase provided in the VDR, along with a marked version showing edits to the original form of the template provided in the VDR and otherwise with a marked version compared to the Stalking Horse Agreement; or
- (b) in the case of an Investment Proposal, a plan or restructuring support agreement in form and substance satisfactory to the Monitor, in consultation with the Applicants (the “**Binding Offer Bidder**”),

in each case to the Monitor, by no later 5 p.m. EST on October 2, 2023 (the “**Binding Offer Deadline**”).

38. Binding Offers will only be considered if they, *inter alia*:

- (a) provide net cash proceeds on closing via provisions that meet the following requirements, that are not less than the aggregate total of: (i) the amount of cash payable under the Stalking Horse Agreement together with the amount of all secured indebtedness, liabilities and obligations owing by the Aleafia Group to the DIP Lender on account of its pre-filing secured loans and the DIP Facility, plus (ii) the amount of cash payable to cover the

Expense Reimbursement (as defined in the Stalking Horse Agreement), plus (iii) a minimum overbid amount of \$200,000, plus (iv) the amount of cash payable to repay in full all of the secured indebtedness, liabilities and obligations owing by the Aleafia Group to 1260356 Ontario Limited (the “**Minimum Purchase Price**”); provided, however, that the Monitor may, in its reasonable judgment, and in consultation with the Aleafia Group, deem this criterion satisfied if the Sale Proposal, Partial Sale Proposal or the Investment Proposal, together with one or more other non-overlapping Sale Proposal, Partial Sale Proposal or Investment Proposal, in the aggregate, meet or exceed the Minimum Purchase Price and such Minimum Purchase Price is payable in full in cash on closing;

- (b) are submitted on or before the Binding Offer Deadline by a Qualified Bidder;
- (c) are made by the way of binding, definitive transaction document(s) that is/are executed by the Binding Offer Bidder;
- (d) are unconditional, other than as set forth therein;
- (e) contain the proposed treatment of employees of the applicable Aleafia Group entities;
- (f) are not subject to any financing condition, diligence condition or internal or board approval;
- (g) identify whether any Approval Order requires “reverse vesting”;
- (h) provides for any anticipated corporate, licensing, securityholder, Health Canada, legal or other regulatory approvals required to close the transaction, and an estimate of the anticipated time frame and any anticipated impediments for obtaining such approvals; and
- (i) do not provide for any break or termination fee, expense reimbursement or similar type of payment, it being understood and agreed that no bidder (other than the Stalking Horse Bidder) will be entitled to any bid protections.

39. The Monitor may waive strict compliance with the above in accordance with the terms of the SISP. In the circumstance that a Binding Offer does not provide for net cash proceeds that are at least equal to the Minimum Purchase Price, the Monitor will consult with the DIP Lender and, subject to the prior written consent of the DIP Lender in its sole discretion, may elect that such Binding Offer be nevertheless

considered as a potential Successful Bid and be entitled to participate in the Auction. Specific requirements are also set out for Sale Proposals and Investment Proposals at paragraph 16 of the SISP.

Selection of Successful Bid

40. The Applicants and the Monitor will: (i) review and evaluate each relevant Binding Offer; and (ii) following the completion of the Auction (as defined below), (A) identify the highest or otherwise best Binding Offer (the “**Successful Bid**”, and the Qualified Bidder making such Successful Bid, the “**Successful Bidder**”), and (B) identify the next highest or otherwise second best Binding Offer (the “**Back-Up Bid**”, and the Binding Offer Bidder making such Back-Up Bid, the “**Back-Up Bidder**”).

41. In the event that no Binding Offer is received (other than the Stalking Horse Bid), the Aleafia Group will promptly seek Court approval of the Stalking Horse Agreement and the transactions contemplated therein. In the event there is at least one Binding Offer in addition to the Stalking Horse Bid, the Successful Bid will be identified through an auction (the “**Auction**”).

Auction – If Necessary

42. The Auction (if necessary) shall proceed and be conducted in accordance with the following procedures, among others and as more fully set out in the SISP:

- (a) the Auction will commence on October 9, 2023, and may, in the discretion of the Monitor, be held virtually, via teleconference, or other reasonable means;
- (b) the identity of each Binding Offer Bidder participating in the Auction will be disclosed, on a confidential basis, to other Binding Offer Bidders participating in the Auction;
- (c) each Binding Offer Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with the Applicants or any other person, without the consent of the Applicants and the Monitor, regarding the SISP, that has not been disclosed to all other Binding Offer Bidders. For greater certainty, communications between the Stalking Horse Bidder and either the Applicants or the Monitor with respect to and in preparation of the Stalking Horse Agreement, the SISP, the Bidding Procedures and other ancillary matters prior to the issuance of the SISP Order and the commencement of the SISP will not represent collusion nor communications prohibited by the terms of the SISP;

- (d) prior to the Auction, the Monitor will identify the highest and best of the Binding Offers received and such Binding Offers will constitute the opening bid for the purposes of the Auction (the “**Opening Bid**”). Subsequent bidding will continue in minimum increments valued at not less than \$200,000 cash in excess of the Opening Bid;
- (e) each participating Binding Offer Bidder will be given reasonable opportunity to submit an overbid at the Auction to any then-existing overbids. The Auction will continue until the bidding has concluded and there is one remaining Binding Offer Bidder. The Monitor and the Applicants shall determine which Binding Offer Bidders have submitted the (i) highest and otherwise best Binding Offer of the Auction, which shall be the Successful Bid, and (ii) the next highest and otherwise second best Binding Offer of the Auction;
- (f) upon selection of a Successful Bidder and a Back-Up Bidder, if any, the Successful Bidder and the Back-Up Bidder, if any, shall each deliver, as soon as practicable, to the Monitor and the Applicants, an amended and executed transaction document that reflects their final bid and any other modifications submitted and agreed to during the Auction, prior to the filing of the application material for the hearing to consider the Approval Motion;
- (g) the Monitor and the Aleafia Group will not consider any bids submitted after the conclusion of the Auction; and
- (h) the Monitor, in consultation with the Applicants, shall be at liberty to modify or to set additional procedural rules for the Auction as it sees fit, including to conduct the Auction by way of written submissions.

43. The Successful Bid and the Back-Up Bid will be selected by no later than 5:00 p.m. (Eastern Time) on October 9, 2023 and the completion and execution of definitive documentation in respect of the Successful Bid and the Back-Up Bid, as applicable, must be finalized and executed no later than October 9, 2023, which definitive documentation will be conditional only upon the receipt of the Approval Order(s) and the express conditions set out therein and will provide that the Successful Bidder will use all reasonable efforts to close the proposed transaction by no later than the Target Closing Date, or such longer period as may be agreed to by the Monitor, in consultation with the Applicants and the Successful Bidder, subject to the terms of the SISP.

44. In any event, the Successful Bid must be closed by no later than the Outside Date. If a Back-Up Bid is identified in accordance with the SISP, then such Back-Up Bid shall remain open until the date (the

“**Back-Up Bid Outside Date**”) on which the transaction contemplated by the Successful Bid is consummated or such earlier date as the Monitor, in consultation with the Applicants, determines.

45. If the transactions contemplated by the Successful Bid have not closed by the Outside Date or the Successful Bid is terminated for any reason prior to the Outside Date, the Applicants may elect, with the consent of the Monitor, to seek to complete the transactions contemplated by the Back-Up Bid and will promptly seek to close the transaction contemplated by the Back-Up Bid. The Back-Up Bid will be deemed to be the Successful Bid and the Applicants will be deemed to have accepted the Back-Up Bid only when the Applicants and the Monitor have made such election.

46. All Binding Offers (other than the Successful Bid but including the Back-Up Bid) will be deemed rejected on and as of the date of the closing of the Successful Bid, with no further or continuing obligation of the Aleafia Group or the Monitor to any unsuccessful Binding Offer Bidders.

D. The Stalking Horse Agreement

47. Capitalized terms used in this subsection and not otherwise defined have the meaning ascribed to them in the Stalking Horse Agreement.

48. It is proposed that the SISP will be backstopped by the Stalking Horse Agreement. At this time, approval of the Stalking Horse Agreement is only being sought for the purposes of approving it as the Stalking Horse Bid under the SISP. To the extent the Stalking Horse Agreement is ultimately designated as the Successful Bid in the SISP, further approval will be sought from the Court to consummate the transactions contemplated therein.

49. Over the course of the last two years, prior to commencing this CCAA proceeding, the Applicants engaged in extensive efforts to find new money, potential strategic buyers or merger opportunities. Through the course of these efforts, more than fourteen companies signed non-disclosure agreements permitting them to conduct due diligence on the Applicants’ business. The Applicants consulted with and evaluated more than forty companies as potential strategic partners.

50. The only transaction to emerge from these efforts was the binding letter agreement entered into between Aleafia Parent and RWB on June 7, 2023 (the “**Binding Letter Agreement**”). As described at paragraphs 201 to 213 of my Initial Affidavit, that transaction ultimately failed as a result of the Ad Hoc Committee advising that they would not support the transaction.

51. On April 14, 2023, the Aleafia Parent established an independent committee (the “**Independent Committee**”) to evaluate the offer from RWB to acquire the Applicants, which was documented in the Binding Letter Agreement. The Independent Committee is comprised of the independent directors, Jon Pereira, Ian Troop, David Pasieka, Matt Sale (Chief Financial Officer) and myself.

52. The Stalking Horse Agreement has been recommended by the Independent Committee, and approved by the board of the Aleafia Parent. Board members Carlo Sistilli and Lu Galasso recused themselves from voting on the Stalking Horse Agreement.

53. The principal terms of the Stalking Horse Agreement are summarized below:

Term	Details
<i>Seller</i>	Aleafia Health ECC Canabo Aleafia Farms Aleafia Retail
<i>Purchaser</i>	RWB (PV) Canada Inc.
<i>Guarantor</i>	RWB
<i>Transaction Structure</i>	Asset purchase and reverse vesting structure - the shares of the Purchased Entities and the Purchased IP of Aleafia Health will be acquired by the Purchaser and all the Excluded Assets and Excluded Liabilities of the Purchased Entities will be transferred to Residual Co. (which may be an Applicant that is not a Purchased Entity)
<i>Purchase Price</i>	The total aggregate consideration payable by the Purchaser for the Purchased Shares is equal to: (a) a release of all amounts outstanding and obligations payable by the Applicants under the Senior Loan Agreement and all related loan and security documentation, which amount as of July 31, 2023 is \$15,230,687, including the principal amount of such claim, plus all accrued and unpaid interest thereon through to and including the Closing Date, plus any fees and expenses associated therewith; (b) a release of all amounts outstanding and obligations payable by the Applicants as of the Closing Date pursuant to the DIP Facility Term Sheet, including the principal amount of such claims and interest accrued as of the Closing Date, plus all accrued and unpaid interest thereon through to and including the Closing Date, plus any unpaid fees and expenses associated therewith; (c) the CCAA Process Expense Amount, consisting of cash in an amount of \$400,000 (to pay the Monitor’s and its counsel’s fees associated with completing the CCAA Proceedings), and cash in an amount sufficient to pay the amounts owing in respect of obligations secured by the CCAA Charges; (d) the 126 Loan Amount, consisting of cash sufficient to satisfy the Applicants’ outstanding obligations to 1260356 Ontario Limited (“ 126 ”) pursuant to the mortgage (in the approximate

Term	Details
	<p>amount of \$5,444,106 as of July 31, 2023) registered in favour of 126 on the real property owned by Aleafia Farms and located at 2560 Regional Road 19, Scugog, Ontario; and</p> <p>(e) the Priority Payment Amount, consisting of cash sufficient to pay those priority payments prescribed under subsections 6(3), 6(5)(a) and 6(6) of the CCAA.</p>
<i>Purchased Assets</i>	<p>The Purchased IP of Aleafia Health and the ECC Purchased Shares, the Canabo Purchased Shares, the Aleafia Farms Purchased Shares, and the Aleafia Retail Purchased Shares which shares shall represent 100% of the outstanding Equity Interests in each of ECC, Canabo, Aleafia Farms and Aleafia Retail after such cancellation and issuance.</p>
<i>Retained Liabilities</i>	<p>The Retained Liabilities shall consist of only the items specifically set forth below, provided, for the avoidance of doubt, that the Retained Liabilities of any Purchased Entity pursuant to Section 2.3 shall continue to be liabilities of the applicable Purchased Entity as of the Closing:</p> <p>(a) all post-filing Claims set out in Schedule 2.4, limited to Stub-period post-filing Claims contemplated by the DIP but not paid yet on the Closing Date;</p> <p>(b) all liabilities of the Purchased Entities arising from and after Closing;</p> <p>(c) Tax liabilities of the Purchased Entities for any period, or the portion thereof, beginning on or after the Closing Date; and</p> <p>(d) those specific Retained Liabilities set forth in Schedule 2.4.</p>
<i>As Is, Where Is</i>	<p>The Purchaser specifically acknowledges and agrees that, except for the representations and warranties of the Companies and Aleafia Health expressly and specifically set forth in Article 4, the Purchaser is acquiring the Purchased Shares and the Purchased IP on an “as is, where is” basis.</p>
<i>Employees</i>	<p>The Purchaser will determine which employees it will assume and employ prior to Closing. The Purchaser has advised it intends to assume substantially all of the employees.</p>
<i>Key Conditions to Closing</i>	<p>The respective obligations of the Purchaser and each of the Companies to consummate the transactions contemplated by the Stalking Horse Agreement are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions (in addition to those conditions to the specific benefit of the Purchaser or the specific benefit of the Companies, listed in articles 7.2 and 7.3, respectively):</p> <p>(a) no provision of any Applicable Law and no Order preventing or otherwise frustrating the consummation of the purchase of the Purchased Shares and the Purchased IP or any of the other transactions pursuant to the Stalking Horse Agreement shall be in effect;</p> <p>(b) each of the SISP Order and the Approval and Vesting Order shall have been issued and entered and shall be Final Orders;</p> <p>(c) the Stalking Horse Agreement will be the Successful Bid (as determined pursuant to the SISP); and</p>

Term	Details
	(d) the Parties shall have received the required Transaction Regulatory Approvals set forth in Schedule 7.1(d), and all such Transaction Regulatory Approvals shall be in full force and effect, except for Transaction Regulatory Approvals that need not be in full force and effect prior to Closing.
<i>Stalking Horse Bid Protections</i>	<p>Expense Reimbursement – In considerations for the Purchaser’s expenditure of time and money (including professional fees) in connection with the preparation of the Stalking Horse Agreement, and in performing due diligence pursuant to the Stalking Horse Agreement, the Purchaser shall be entitled to an Expense Reimbursement of \$500,000. The Expense Reimbursement is subject to Court approval and shall be approved in the SISP Order and shall be payable to the Purchaser out of the sale proceeds derived from, and upon completion of, a Successful Bid other than the Stalking Horse Bid.</p> <p>Break Fee – The Stalking Hose Agreement does not contemplate the payment of a “break” or similar fee to the Purchaser.</p>
<i>Closing Date</i>	A date no later than five (5) Business Days after the conditions set forth in Article 7 have been satisfied or waived, other than the conditions set forth in Article 7 that by their terms are to be satisfied or waived at the Closing (or such other date agreed to by the Parties in writing); provided that, if there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date of November 22, 2023.

54. The Ad Hoc Committee had access to the same data room upon which the DIP Lender relied to develop the offer set out in the Stalking Horse Agreement, but did not express interest in presenting an offer. The DIP Term Sheet does not require the DIP Lender to act as a stalking horse bidder in the SISP.

55. The Applicants are of the view that the inclusion of the Stalking Horse Agreement as part of the SISP will benefit the efforts to maximize value for the benefit of all of their stakeholders by, among other things: (i) setting a baseline price and commercial terms for a transaction involving the shares and/or the business and assets of the Applicants; (ii) helping to generate interest in the Applicants among potential purchasers; (iii) creating tension in the context of an Auction; and (iv) providing a level of certainty, stability and efficiency during the SISP, both in terms of setting a baseline price and documentation for the SISP and assuring stakeholder groups that there will be a going concern sale involving the Business.

56. While the Applicants are optimistic that the SISP will result in a competitive bidding process in furtherance of a value maximizing transaction, the Stalking Horse Agreement assures the preservation and continuity of the core business of the Applicants as a going concern, and the continued employment of substantially all of the Applicants’ employees.

57. I am advised by the Monitor that the quantum of the Expense Reimbursement is in line with market terms, is consistent with market practice and is reasonable.

58. The terms of the Stalking Horse Agreement were negotiated extensively between the Applicants and the Monitor on the one hand, and the Stalking Horse Bidder on the other hand. The Ad Hoc Committee was also provided with an advanced draft of the Stalking Horse Bid in advance of service on the Service List and offered comments to the Monitor and the Applicants. Accordingly, I believe that the consideration provided under the Stalking Horse Agreement is both fair and reasonable in the circumstances, and reflects the product of extensive, good faith negotiations. I understand that the Monitor supports the approval of the Stalking Horse Agreement for the purpose of acting as the Stalking Horse Bid under the SISP. I also understand that the Ad Hoc Committee does not oppose the approval of the SISP Order.

Relief Sought

59. For the reasons set out herein, the Aleafia Group respectfully requests that this Court grant the SISP Order.

60. I believe that the Aleafia Group has acted and is continuing to act in good faith and with due diligence in these CCAA proceedings since the granting of the Initial Order. I swear this Affidavit in support of an application for the relief set out above, and for no improper purpose.

SWORN BEFORE ME over video teleconference this 11th day of August, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Toronto in the Province of Ontario, while the Commissioner was located in the City of Toronto in the Province of Ontario.



DocuSigned by:
Samantha Hans
402DBD39546546A

A Commissioner for taking Affidavits (*or as may be*)

SAMANTHA HANS (LSO#: 84737H)

DocuSigned by:
Patricia Symmes-Rizakos

01800360E00042B
PATRICIA SYMMES-RIZAKOS

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM
CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION,
ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063
ONTARIO INC.

Court File No. CV-23-00703350-00CL

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

Proceedings commenced at Toronto

**AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn August 11, 2023)**

AIRD & BERLIS LLP

Brookfield Place
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Lawyers for the Applicants

This is Exhibit "D" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023

A handwritten signature in cursive script, appearing to read "C. Delfino".

Commissioner for Taking Affidavits

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

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.**

Applicants

**AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn October 20, 2023)**

I, **Patricia Symmes-Rizakos**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the Chief Executive Officer of Aleafia Health Inc. ("**Aleafia Parent**") and together with its Subsidiaries (as defined herein), the "**Applicants**" or "**Aleafia Group**").
2. Emblem Corp. ("**Emblem**"), Emblem Cannabis Corporation ("**Emblem Cannabis**"), Emblem Realty Ltd. ("**Emblem Realty**"), Growwise Health Limited ("**Growwise**"), Canabo Medical Corporation ("**Canabo**"), Aleafia Inc. ("**Aleafia Sub**"), Aleafia Farms Inc. ("**Aleafia Farms**"), Aleafia Brands Inc. ("**Aleafia Brands**"), Aleafia Retail Inc. ("**Aleafia Retail**"), 2672533 Ontario Inc. ("**2672**") and 2676063 Ontario Inc. ("**2676**") are various subsidiaries of Aleafia Parent (individually, a "**Subsidiary**" and collectively, the "**Subsidiaries**"). Aleafia Group, through Aleafia Retail, also has a minority interest in a certain other non-Applicant affiliate.

3. I have been the Chief Executive Officer of Aleafia Parent since February 2022. As such, I have personal knowledge of the matters to which I depose in this Affidavit except where I have obtained information from others. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true.

4. The Aleafia Group is a federally licensed Canadian cannabis company providing cannabis products to five of Canada's largest provinces (namely, Ontario, Alberta, British Columbia, Saskatchewan and Manitoba) and destined for select international medical cannabis markets. The Aleafia Group also operates a virtual cannabis clinic named "Canabo Medical Clinic", staffed by various physicians and nurse practitioners, which also provides health and wellness services across Canada; medical cannabis is largely produced through Aleafia Group's Subsidiary, Emblem Cannabis. A separate physical clinic also operates in St. John's, Newfoundland.

5. Capitalized terms used herein and not otherwise defined have the meaning ascribed to them in my affidavit sworn on August 11, 2023 (the "**SISP Affidavit**"), my Initial Affidavit sworn July 24, 2023 (the "**Initial Affidavit**") and my Comeback Affidavit sworn July 26, 2023 (the "**Comeback Affidavit**"), a copy of each of which is attached to this affidavit (without Exhibits) as **Exhibit "A"**, **Exhibit "B"** and **Exhibit "C"**, respectively. All references to monetary amounts in this affidavit are in Canadian dollars unless otherwise noted.

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

- (a) approval of an amended and restated stalking horse asset purchase and subscription agreement (the "**Amended and Restated Stalking Horse Agreement**") entered

into among Emblem Cannabis, Canabo, Aleafia Retail, (collectively the “**Companies**”) and Aleafia Parent, as sellers, and Red White & Bloom Brands Inc. (“**RWB**”) and RWB (PV) Canada Inc., a wholly-owned subsidiary of RWB (the “**Purchaser**”), as purchaser, the transactions contemplated therein (the “**Sale Transactions**”), and authorizing and directing the Companies and Aleafia Parent to take such additional steps and execute such additional documents as necessary or desirable for the completion of the Sale Transactions;

- (b) approval of the Releases (as defined below);
- (c) approval of:
 - (i) the addition of 1000682692 Ontario Inc. (“**Residual Co.**”) as an Applicant in these CCAA proceedings to which the protections afforded by the CCAA extend; and
 - (ii) the addition of Residual Co. to the style of cause in these CCAA proceedings;
- (d) approval of the sale transaction of the Grimsby Property (as defined in the SISP) (the “**Grimsby Transaction**”) contemplated by the agreement of purchase and sale dated September 15, 2023 between Aleafia Farms and Siva Selvan, for a company to be later incorporated (the “**Grimsby APS**”);
- (e) approval of the distribution of the Net Proceeds Distribution Amount (as defined herein);

- (f) approval of the key employee retention plan (the “**KERP**”) for certain senior management personnel;
- (g) an extension of the Stay of Proceedings (as defined herein) to November 30, 2023;
- (h) approval of enhanced powers of the Monitor (as defined herein);
- (i) approval of the Monitor’s Third Report, to be filed (the “**Third Report**”), the prior reports of the Monitor filed in connection with these CCAA proceedings, and the activities and conduct of the Monitor as reported therein; and
- (j) approval of certain amendments to the DIP Term Sheet (the “**Amended DIP Term Sheet**”) and a corresponding increase in the DIP Lender’s Charge.

7. The SISP Affidavit, the Initial Affidavit and the Comeback Affidavit should be referred to for additional background about the Aleafia Group and the events leading up to these CCAA proceedings.

8. In preparing this Affidavit, I consulted with the Applicants’ legal and financial advisors and reviewed relevant documentation and information concerning the Applicants’ operations, financial affairs and marketing activities. I am authorized to swear this Affidavit as the corporate representative of the Applicants.

II. BACKGROUND AND STATUS OF THE CCAA PROCEEDINGS

9. The Aleafia Group applied for urgent relief under the CCAA as a result of its insolvent status, and obtained the Initial Order on July 25, 2023 (the “**Initial Order**”). The Initial Order, a copy of which is attached hereto at **Exhibit “D”**, *inter alia*, contains the following heads of relief (terms as defined in the Initial Order):

- (a) abridging the time for service of the Motion and the materials filed in support thereof, and dispensing with further service thereof;
- (b) declaring that the Applicants are parties to which the CCAA applies;
- (c) appointing KSV Restructuring Inc. as an officer of the Court to monitor the assets, business, and affairs of the Applicants (in such capacity, the “**Monitor**”);
- (d) approving the Applicants’ ability to borrow under a debtor-in-possession credit facility pursuant to the terms of the DIP Term Sheet dated July 24, 2023, with RWB as DIP lender (the “**DIP Lender**”), to finance their working capital requirements and other general corporate purposes, expenses and costs over the CCAA proceedings;
- (e) staying, for an initial period of not more than ten (10) days, all proceedings and remedies taken or that might be taken in respect of the Applicants, the Monitor, their directors and officers, or affecting the Applicants’ business or the property, except as otherwise set forth in the Initial Order or as otherwise permitted by law (the “**Stay of Proceedings**”);
- (f) granting the following charges (collectively, the “**Charges**”) over the Applicants’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “**Property**”):
 - (i) the Administration Charge in favour of the Monitor, counsel to the Monitor, and counsel to the Applicants;

- (ii) the DIP Lender's Charge in favour of the DIP Lender; and
- (iii) the Directors' Charge in favour of the Directors and Officers;
- (g) approving payment to certain suppliers who are critical to the business and operations of the Aleafia Group; and
- (h) authorizing the Aleafia Group to continue to use the Cash Management System.

10. The Aleafia Group has continued its business operations in the ordinary course following the issuance of the Initial Order. Since the Initial Order was granted, the Aleafia Group has been working with the Monitor to stabilize operations and begin its restructuring initiatives as well as engaging with stakeholders. Immediately after obtaining CCAA protection, the Applicants published a press release in order to inform their various stakeholders of the granting of the Initial Order. A copy of the press release is attached hereto as **Exhibit "E"**.

11. On August 4, 2023, the Court granted the Amended and Restated Initial Order (the "**ARIO**") which, *inter alia*:

- (a) extended the Stay of Proceedings to September 1, 2023;
- (b) approved the amended and restated DIP term sheet dated as of July 24, 2023 (the "**DIP Term Sheet**") and authorized the Applicants to increase the amounts which they may borrow under the DIP Term Sheet to a maximum of \$6,600,000;
- (c) granted an extension of the time limit to call and hold the annual general meeting of shareholders of Aleafia Parent until after the conclusion of the CCAA proceedings, subject to further order of this Court;

- (d) granted authority for the Applicants to incur no further expenses in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the “**Securities Filings**”) that may be required by any federal, provincial, or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, and declared that none of the directors, officers, employees, and other representatives of the Applicants or the Monitor in these CCAA proceedings (and its directors, officers, employees and representatives) shall have any personal liability for any failure by the Applicants to make the Securities Filings; and
- (e) granted the following increases to the priority Charges against the Property, which were granted in the Initial Order:
 - (i) First – the Administration Charge increased to \$1,250,000 from \$500,000;
 - (ii) Second – the DIP Lender’s Charge increased to the maximum amount of the DIP Obligations (as defined in the ARIO) at the relevant time up to \$6,600,000;
 - (iii) Third – the Directors’ Charge increased to \$2,850,000 from \$835,000; and
- (f) increased the critical supplier payment maximum aggregate amount to \$500,000.

12. A copy of the ARIO is attached hereto at **Exhibit “F”**.

13. On August 22, 2023, the Court granted the SISP Order (the “**SISP Order**”) which, *inter alia*:

- (a) extended the Stay of Proceedings to October 31, 2023;
 - (b) approved the Sale and Investment Solicitation Process (the “SISP”) in respect of the Applicants; and
 - (c) approved the Stalking Horse Agreement dated August 10, 2023 among Aleafia Parent, Emblem Cannabis, Canabo, Aleafia Farms, Aleafia Retail, the DIP Lender and the Purchaser (the “**Original Stalking Horse Agreement**”, a copy of which is attached as **Exhibit “G”** hereto) for the purpose of constituting the “**Stalking Horse Bid**” under the SISP, *nunc pro tunc*, with such minor amendments as may be acceptable to each of the parties thereto, with the prior written approval of the Monitor.
14. A copy of the SISP Order is attached hereto at **Exhibit “H”**.
15. Copies of all materials filed in the CCAA proceedings are available on the website of the Monitor: <https://www.ksvadvisory.com/experience/case/aleafia>.
16. The Applicants’ activities since the granting of the SISP Order, with the assistance of their advisors and the Monitor, include, *inter alia*:
- (a) communicating with various stakeholders and maintaining key customer and supplier relationships;
 - (b) carrying out the terms of the SISP pursuant to the SISP Order, including assisting with the marketing of the Aleafia Group business and property and the preparation of the Teaser Letter, NDA and Confidential Information Memorandum;

- (c) assisting the Monitor in establishing a virtual data room for Potential Bidders;
- (d) maintaining various regulatory and operational licenses and approvals; and
- (e) continuing day-to-day operations to ensure the Aleafia Group business operates as a going concern.

17. The Aleafia Group continues to work with the Monitor in good faith to respond to numerous creditor and stakeholder inquiries on a daily basis.

III. RELIEF SOUGHT

A. Approval of the Sale Transactions Contemplated by the Amended and Restated Stalking Horse Agreement

18. Since the date of the SISP Order, the SISP was carried out, in collaboration with the Monitor, according to the terms therein, subject to minor amendments to timelines further described below (terms in this section are as defined in the SISP and the Original Stalking Horse Agreement):

- (a) The date for the selection of the Stalking Horse Bid as the Successful Bid in the event no other Binding Offers were received was extended from October 3, 2023 to October 9, 2023;
- (b) The deadline to notify Qualified Bidders of the Auction if Binding Offers are received, other than the Stalking Horse Bid, was extended to be no later than October 9, 2023.

- (c) The Grimsby Offer Deadline was extended from September 6, 2023 at 5:00 p.m. EST to September 15, 2023 at 5:00 p.m. EST;
- (d) The date for the selection of a Successful Bid in respect of the Grimsby Property was extended from September 8, 2023 to be no later than October 6, 2023;
- (e) The date for the Approval Motion (as defined in the SISP), including the Approval Motion in respect of the Grimsby Property, was extended to October 27, 2023; and
- (f) The Binding Offer Deadline was extended from October 2, 2023 to October 6, 2023 at 4:00 p.m. EST.

19. Pursuant to the SISP, the Monitor prepared and circulated a Teaser Letter to Known Potential Bidders.

20. No Binding Offers were received by the Aleafia Group that (i) met the minimum threshold and (ii) were superior to the Stalking Horse Bid individually or in the aggregate. Accordingly, and pursuant to the terms of the SISP, the Stalking Horse Bid was selected as the Successful Bid.

21. The Aleafia Group prepared a press release regarding the outcome of the SISP, dated October 12, 2023. A copy of this press release is attached hereto as **Exhibit "I"**.

22. Pursuant to the terms of the Amended and Restated Stalking Horse Agreement, the Purchaser has agreed to, among other things:

- (a) Purchase the Purchased IP from Aleafia Parent; and
- (b) Subscribe for shares in each of the Companies, which would, on Closing, represent 100% of the outstanding Equity Interests of each of the Companies.

23. The parties to the Amended and Restated Stalking Horse Agreement have mutually agreed to certain amendments thereto since the SISP Order was granted, which will be formally documented in the Amended and Restated Stalking Horse Agreement prior to the hearing of the motion. The amendments include:

- (a) The addition of Aleafia Sub as a Purchased Entity (with the “**Purchased Entities**” being the Companies and all direct and indirect subsidiaries of each of the Companies), and the corresponding removal of provisions relation to the subscription by the Purchaser for the Aleafia Farms Purchased Shares, as such shares are to be acquired via the Purchaser’s subscription for the Canabo Purchased Shares;
- (b) An extension of the timeline for the parties to finalize the Implementation Steps with respect to the Sale Transactions; and
- (c) An increase to the number of days prior to Closing required for the Purchaser to deliver offers of employment to employees of the Purchased Entities and decreasing the amount of time in advance of Closing for such offers to stay open for acceptance, in order to ensure adequate time is available to finalize such offers.

24. I understand that a true copy of the Amended and Restated Stalking Horse Agreement will be appended to the Third Report or provided in a supplemental affidavit filed by the Applicants, should one be necessary.

25. Pursuant to the SISP, the Aleafia Group now seeks to approve the Sale Transactions at a motion to be heard on October 27, 2023. I understand that further details with respect to the

administration and timeline of the SISP, interested parties and any Qualified Bidders will be included in the Third Report, to be filed by the Monitor.

B. Approval of the Releases

26. The Approval and Reverse Vesting Order sought herein provides for releases for various parties, effective as of filing of the Monitor's Closing Certificate (the "**Releases**"). These Releases include, among others, the current directors and officers of the Applicants and Residual Co., as well as counsel to the Applicants, the Monitor, and counsel to the Monitor (collectively, the "**Releasees**"). The Releases are critical to the restructuring of the Aleafia Group and necessary to ensure the Sale Transactions and the Grimsby Transaction close.

27. The Releasees have made significant contributions to the successful restructuring of the Aleafia Group thus far, and the Releases are beneficial for creditors generally, as they allow the Releasees to focus on closing the Sale Transactions and the Grimsby Transaction and completing the restructuring while avoiding the costs of unnecessary litigation.

28. One of the Releasees is a designated "Responsible Person" with respect to the Applicants' cannabis licenses as required by Health Canada. Further, the Releases sought are not overly broad and are limited to releasing the Releasees only from claims arising in connection with or relating to the CCAA proceedings or any matters relating to the Purchased Entities' cannabis excise licenses for the period prior to the commencement thereof, the Amended and Restated Stalking Horse Agreement, the consummation of the proposed sale transactions, and/or any closing document, agreement, document, instrument, matter or transaction involving the Purchased Entities or Aleafia Parent arising in connection with or pursuant to any of the foregoing.

29. I understand that the Monitor supports the Releases sought herein. In light of the scope of the proposed Releases, I do not believe that the Releases will prejudice any stakeholder.

C. Approval of the Grimsby Transaction

30. Pursuant to the SISP Order, the sale of the Grimsby Property was marketed separately from the other Property as defined and described in the Amended and Restated Stalking Horse Agreement. The SISP Order further provides that Binding Offer for the Grimsby Property would be considered if it, among other things, provided net cash proceeds on closing at an acceptable value as determined by the Aleafia Group and the Monitor, with the consent of the DIP Lender acting on a commercially reasonable basis and if it was submitted before the deadlines as described therein.

31. The offer for the Grimsby Property as detailed in the Grimsby APS represents the best and highest offer received. It is supported by the DIP Lender and was accepted as the Successful Bidder. A copy of the Grimsby APS is attached hereto as **Schedule "J"**.

32. I also understand that to the extent that DIP Obligations remain owing by the Applicants under the DIP Term Sheet, the Monitor will distribute to the DIP Lender, on behalf of the Applicants, as soon as practicable following the day the Monitor's Certificate is delivered, the net proceeds distribution amount (the "**Net Proceeds Distribution Amount**"), being the net proceeds of the Grimsby Transaction less fees, adjustments, applicable taxes and a holdback amount of \$1,000,000, in partial repayment of the DIP Obligations owing by the Applicants under the DIP Term Sheet. The credit bid component of the Purchase Price set out in the Amended and Restated Stalking Horse Agreement shall be reduced by an amount corresponding to the Net Proceeds Distribution Amount.

33. Aleafia Farms seeks the Court's approval of the Grimsby Transaction as required by the terms of the Grimsby APS. I understand that further information with respect to the sale process for the Grimsby Property will be contained in the Third Report.

D. Approval of the KERP

34. In the days since the Initial Order, Aleafia Parent and its subsidiaries' employees and management team have been working diligently to implement steps to stabilize and restructure the affairs of the Aleafia Group. Given the uncertainty associated with any company in CCAA protection, there is a particular need to continue to maintain the day-to-day operations of the Aleafia Group. Upon discussions between the board of directors and Aleafia Parent and the Monitor, certain management members were identified as focal to the ongoing business operations and deemed critical in both carrying on day-to-day operations and assisting the Monitor with the SISP (the "**Key Employees**").

35. Given the above circumstances, the Aleafia Group and the Monitor developed the KERP, by which the Key Employees would receive compensation based on a percentage of their prior base salary (the "**Retention Fee**") should they agree to remain employed with Aleafia Parent. I understand that a redacted copy of the KERP will be attached to the Third Report.

36. The Key Employees have recently expended significant time and effort in challenging circumstances to stabilize the business and preserve value for the Applicants' stakeholders. In recognition of these efforts, on or about September 26, 2023, a commercially reasonable KERP offer letter was extended to four Key Employees incentivizing them to remain in their current positions with Aleafia Parent. A summary of the key terms therein is provided below (terms in this section are as defined in the KERP):

- (a) The Key Employees were found to collectively:
 - (i) Lead the day-to-day operations of Aleafia Parent while overseeing long-term projects and corporate strategy;
 - (ii) As the case may be, act as a designated Responsible Person for the Applicants' cannabis licenses;
 - (iii) Manage Aleafia Parent's marketing strategy and monitor market performance and key relationships;
 - (iv) Manage the internal processes that allow Aleafia Parent to pay suppliers and employees; and
 - (v) Have operational and legacy knowledge required to maintain going-concern stability during the SISP.

- (b) The KERP allows for payment to the Key Employees in two scenarios as follows:
 - (i) Under the RWB Transaction, fifty percent (50%) of the Retention Fee shall be earned and payable on the closing date of such transaction, and the balance of the Retention Fee shall be earned and payable on December 31, 2023; or
 - (ii) Under an Other Transaction, the full amount of the Retention Fee shall be earned and payable on the closing date of such transaction; and

- (c) The KERP is conditional on, among other things:

- (i) The closing of the RWB Transaction or an Other Transaction;
- (ii) The Key Employees' continued employment in their current position through to a Closing Date; and
- (iii) The Key Employees fulfilling their performance expectations through to a Closing Date.

37. The Monitor is supportive of the KERP. I believe that the proposed KERP properly incentivizes the Key Employees to remain employed with Aleafia Parent and demonstrates Aleafia Parent's ability to reward senior management's commitment to the CCAA proceedings.

38. The Amended and Restated Stalking Horse Agreement will provide that the KERP is one of the liabilities to be assumed by the Purchaser. As a result, the Purchaser will be responsible for making the second KERP payment, being fifty percent (50%) of the Retention Fee, due December 31, 2023.

39. The Applicants will not be seeking a KERP charge.

E. Approval of the Amended DIP Term Sheet and Increase to the DIP Lender's Charge

40. The Applicants are currently working with the DIP Lender to mutually increase the DIP Facility (as defined in the DIP Term Sheet) by way of the Amended DIP Term Sheet.

41. The Amended DIP Term Sheet addresses the financial needs of the Applicants as a going concern and provides the additional capital needed to (i) see the Applicants to the closing of the Sale Transactions and the Grimsby Transaction, and (ii) allow the Applicants to complete the termination of these CCAA proceedings with the assistance of the Monitor. A copy of the

Amended DIP Term Sheet as well as a blackline to the DIP Term Sheet will be either appended to the Third Report or a supplemental affidavit filed by the Applicants, should one be necessary.

42. The Applicants are also seeking a corresponding increase to the DIP Lender's Charge.

F. Extension of the Stay of Proceedings and Enhanced Powers of the Monitor

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

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

45. In conjunction with such administrative matters and the conclusion of these CCAA proceedings, I understand that the Monitor is seeking enhanced powers, which include, among other things, the exercise of any powers of the Aleafia Parent board of directors and the ability to cause the Applicants to perform such functions as the Monitor considers necessary to the winding-down and liquidation of the Applicants, as applicable.

46. I do not believe any creditor will suffer material prejudice as a result of the extension of the Stay of Proceedings or the granting of the enhanced powers sought by the Monitor, and believe the Applicants' stakeholders will benefit from such relief.

47. Subject to the approval of the Amended DIP Term Sheet, the Applicants shall have sufficient access to fund the business through to the end of the proposed extension of the Stay of Proceedings.

48. I understand that the Monitor will file the Third Report, which will include, among other things:

- (a) An up-to-date cash flow forecast for the Aleafia Group;
- (b) An overview of the SISP and the implementation of such;
- (c) Further details on the KERP and the retained employees;
- (d) Further details on the enhanced powers sought;
- (e) Further details on the Amended and Restated Stalking Horse Agreement; and
- (f) Recent activities and recommendations.

49. For the reasons set out herein, the Aleafia Group respectfully requests that this Court grant the orders as described herein.

50. I believe that the Aleafia Group has acted and is continuing to act in good faith and with due diligence in these CCAA proceedings since the granting of the Initial Order. I swear this Affidavit in support of an application for the relief set out above, and for no improper purpose.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Court File No.: CV-23-00703350-00CL

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

Proceedings commenced at Toronto

**AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn October 20, 2023)**

AIRD & BERLIS LLP

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Lawyers for the Applicants

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SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
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AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.**

Applicants

**SUPPLEMENTAL AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn October 24, 2023)**

I, **Patricia Symmes-Rizakos**, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Chief Executive Officer of Aleafia Health Inc. ("**Aleafia Parent**"). I have been the Chief Executive Officer of Aleafia Parent since February 2022. I am also the sole director and officer of the other Applicants. As such, I have personal knowledge of the matters to which I depose in this Affidavit except where I have obtained information from others. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true.

2. I swear this supplemental affidavit as a supplement to the affidavit I swore on October 20, 2023 (the "**October 20th Affidavit**") in support of the Applicants' motion to be heard on October 27, 2023, for certain relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36.

3. As further outlined in the October 20th Affidavit, the Applicants seek approval of the amended and restated stalking horse asset purchase and subscription agreement dated October 24, 2023 (the “**Amended and Restated Stalking Horse Agreement**”) entered into among Emblem Cannabis Corporation, Canabo Medical Corporation, Aleafia Retail Inc. and Aleafia Parent, as sellers, and Red White & Bloom Brands Inc. and RWB (PV) Canada Inc., a wholly-owned subsidiary of RWB, as purchaser, and the transactions contemplated therein.

4. Accordingly, I am attaching a copy of the duly executed Amended and Restated Stalking Horse Agreement is attached and marked to this affidavit as **Exhibit “A”**.


5. I believe that the Applicants have acted and are continuing to act in good faith and with due diligence in these CCAA proceedings since the granting of the Initial Order. I swear this supplemental affidavit in support of the relief set out in the October 20th Affidavit, and for no improper purpose.

SWORN BEFORE ME over video)
 teleconference this 24th day of October, 2023)
 pursuant to O. Reg 431/20, Administering Oath)
 or Declaration Remotely. The affiant was located)
 in the City of Toronto in the Province of Ontario,)
 while the Commissioner was located in the City)
 of Toronto in the Province of Ontario.)



 A Commissioner for taking affidavits (*or as may*)
be)

Cristian Delfino (LSO# 87202N)

DocuSigned by:

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PATRICIA SYMMES-RIZAKOS

IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

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Miranda Spence (LSO# 60621M)
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Lawyers for the Applicants

This is Exhibit "E" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023

A handwritten signature in cursive script, appearing to read "C. Delfino".

Commissioner for Taking Affidavits



Court File No. CV-23-00703350-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM
JUSTICE CONWAY

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)

TUESDAY, THE 25TH
DAY OF JULY, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM
CORP., EMBLEM CANNABIS CORPORATION, EMBLEM
REALTY LTD., GROWWISE HEALTH LIMITED., CANABO
MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA
FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL
INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

(collectively, the "**Applicants**")

INITIAL ORDER

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day by judicial videoconference.

ON READING the affidavit of Patricia Symmes-Rizakos sworn July 24, 2023 and the Exhibits thereto (the "**Symmes Affidavit**"), and the pre-filing report of KSV Restructuring Inc., in its capacity as proposed monitor of the Applicants (in such capacity, the "**Monitor**") dated July 24, 2023, and being advised that secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, counsel for the Proposed Monitor, counsel to Red White & Bloom Brands Inc. (the "**DIP Lender**"), the Applicants' senior secured creditor and the proposed DIP Lender, and such other

parties listed on the Counsel Slip, and on reading the consent of KSV Restructuring Inc. to act as the Monitor,

SERVICE

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

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that each of the Applicants is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

4. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Symmes Affidavit or, with the consent of the Monitor and the DIP Lender, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be

entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan of compromise or arrangement (the “**Plan**”) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order, subject to compliance with the Cash Flow Projections (as defined in the DIP Term Sheet):

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing expenses;
- (b) with the consent of the Monitor, amounts owing for goods and services actually supplied to the Applicants prior to the date of this Order by third party suppliers, up to a maximum aggregate amount of \$300,000, if such third party is critical to the Business and ongoing operations of the Applicants; and
- (c) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

6. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, and subject to the Definitive Documents (as defined below), the Applicants shall be entitled, but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

- (b) payment for goods or services actually supplied to the Applicants on or following the date of this Order.

7. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order;
- (c) any taxes, duties or other payments required under the Cannabis Legislation (as defined below) (collectively, "**Cannabis Taxes**"), but only where such Cannabis Taxes are accrued or collected after the date of this Order, or where such Cannabis Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (d) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable Applicant and the landlord from time to time ("**Rent**"), for the

period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. **THIS COURT ORDERS** that each of the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents, have the right to operate the Business in the ordinary course pending the return hearing on the Comeback Date (as defined below).

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

11. **THIS COURT ORDERS** that until and including August 4, 2023, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor or their respective representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

12. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the

Applicants or the Monitor, or their respective representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

14. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, security services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

15. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

17. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as a director or officer of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of such director's or officer's gross negligence or wilful misconduct.

18. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$835,000, unless permitted by further Order of this Court, as security for the indemnity provided in paragraph 17 of this Order. The Directors' Charge shall have the priority set out in paragraphs 35 and 37 herein.

19. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the

benefit of the Directors' Charge to the extent that they do not have coverage under any director's and officer's insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 17 of this Order.

APPOINTMENT OF MONITOR

20. **THIS COURT ORDERS** that KSV Restructuring Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their respective shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

21. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements and the Applicants' compliance with the Cash Flows (as defined in the DIP Term Sheet), including the management and deployment/use of any funds advanced by the DIP Lender to the Applicants under the DIP Term Sheet;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender and its counsel on a weekly basis of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings, including reporting on a basis to be agreed with the DIP Lender;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the

- Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (e) monitor all payments, obligations and any transfers as between the Applicants;
 - (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
 - (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
 - (h) perform such other duties as are required by this Order or by this Court from time to time.

22. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property, nor be deemed to take possession of the Property, pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing and distribution of cannabis or cannabis products including, without limitation, under the *Cannabis Act* S.C. 2018, c.16, as amended, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended, the *Excise Act, 2001*, S.C. 2002, c. 22, as amended, the *Ontario Cannabis Licence Act*, S.O. 2018, c. 12, Sched. 2, as amended, the *Ontario Cannabis Control Act*, S.O. 2017, c. 26, Sched. 1, as amended, the *Ontario Cannabis Retail Corporation Act*, 2017, S.O. 2017, c. 26, as amended, the *British Columbia Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, as amended, the *British Columbia Cannabis Distribution Act*, S.B.C. 2018, c. 28, as amended, the *Alberta Gaming, Liquor and Cannabis Act*, R.S.A. 2000, c. G-1, as amended, the *Alberta Gaming, Liquor and Cannabis Regulation*, Alta. Reg. 143/996, as amended, *The Cannabis Control (Saskatchewan) Act*, S.S. 2018, c. C-2.111, as amended, *The Cannabis Control (Saskatchewan) Regulations*, RRS, c. C-2.111 Reg 1, as amended, the *Manitoba The Liquor, Gaming and Cannabis Control Act*, C.C.S.M. c. L153, as amended, the *Manitoba Cannabis Regulation*, M.R. 120/2018, as amended, the *Newfoundland and Labrador Cannabis Control Act*, S.N. 2018, c. C-4.1, as amended, the *Newfoundland and Labrador Cannabis Control Regulations*, Nfld. Reg. 93/18, as amended, the

Newfoundland and Labrador *Cannabis Licensing and Operations Regulations*, Nfld. Reg. 94/18, as amended, or other such applicable federal, provincial or other legislation or regulations (collectively, the "**Cannabis Legislation**"), and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof within the meaning of any Cannabis Legislation or otherwise, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity for any purpose whatsoever.

23. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

24. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants, including, without limitation, the DIP Lender, with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

25. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its respective employees and representatives acting in such capacities shall incur any liability or obligation as a result of the appointment of the Monitor or the carrying out by it of the provisions of this Order, including under any Cannabis Legislation, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

26. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings, whether incurred prior to, on, or subsequent to the date of this Order. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a bi-weekly basis or on such other terms as the parties may agree, and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicants, retainers in the approximate amount of \$75,000 to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

27. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 35 and 37 hereof.

DIP FINANCING

29. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under an interim credit facility from the DIP Lender in order to finance the

Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$2,270,000 under this Order unless permitted by further Order of this Court.

30. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Applicants and the DIP Lender dated as of July 24, 2023, as appended as Exhibit "TTT" to the Symmes Affidavit (as may be amended from time to time, the "**DIP Term Sheet**"), filed.

31. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the DIP Term Sheet, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents (collectively, the "**DIP Obligations**") as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

32. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property as security for the DIP Obligations, which DIP Lender's Charge shall be in the aggregate amount of the DIP Obligations outstanding at any given time under the Definitive Documents. The DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 35 and 37 hereof.

33. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon at least four (4) business days' written notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies

against the Applicants or the Property under or pursuant to the Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

34. **THIS COURT ORDERS** that the DIP Lender shall be treated as unaffected in any Plan filed by the Applicants under the CCAA, or any proposal filed by any of the Applicants under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

35. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000);

Second – DIP Lender's Charge (to the maximum amount of the DIP Obligations at the relevant time); and

Third – Directors' Charge (to the maximum amount of \$835,000).

36. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered,

recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

37. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person; other than any Person with a properly perfected purchase money security interest under the *Personal Property Security Act* (Ontario) or such other applicable legislation that has not been served with notice of this Order.

38. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

39. **THIS COURT ORDERS** that the Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into

- of the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicants pursuant to this Order or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

40. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Applicant's interest in such real property leases.

SERVICE AND NOTICE

41. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* National Edition a notice containing the information prescribed under the CCAA, and (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner, a notice to every known creditor who has a claim against any of the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder; provided that the Monitor shall not be required to make the claims, names and addresses of individuals who are creditors publicly available unless otherwise ordered by this Court.

42. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.ksvadvisory.com/insolvency-cases/case/aleafia> (the “**Website**”).

43. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2175 (SOR/DORS).

44. **THIS COURT ORDERS** that the Monitor shall maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the case Website as part of the public materials in relation to this proceeding. Notwithstanding the foregoing, the Monitor nor its counsel shall have any liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

45. **THIS COURT ORDERS** that any interested party that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on August 4, 2023, at 12:30PM (Toronto Time) or such other date as may be set by this Court upon the granting of this Order (the “**Comeback Date**”), provided, however, that the Chargees shall be entitled to rely on this Order as issued and entered and on the Charges and priorities set forth in paragraphs 35 and 37 hereof with respect to any fees, expenses and disbursements incurred, or advances made under the DIP loan, as applicable and in accordance with paragraph 29, until the date this Order may be amended, varied or stayed.

46. **THIS COURT ORDERS** that, notwithstanding paragraph 45 of this Order, each of the Applicants, the DIP Lender or the Monitor may, from time to time, apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties under this Order or in the interpretation of this Order hereunder.

47. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

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

49. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

50. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36*, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC. et al.

Applicants

Court File No. CV-23-00703350-00CL

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

Proceedings commenced at Toronto

**INITIAL ORDER
(Returnable July 25, 2023)**

AIRD & BERLIS LLP

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181 Bay Street

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Toronto, ON M5J 2T9

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Lawyers for the Applicants

This is Exhibit "F" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023



Commissioner for Taking Affidavits



Court File No.: CV-23-00703350-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) FRIDAY, THE 4TH
)
JUSTICE PENNY) DAY OF AUGUST, 2023
)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM
CORP., EMBLEM CANNABIS CORPORATION, EMBLEM
REALTY LTD., GROWWISE HEALTH LIMITED., CANABO
MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA
FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL
INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

(collectively, the "**Applicants**")

AMENDED AND RESTATED INITIAL ORDER

(amending Initial Order dated July 25, 2023)

THIS MOTION, made by the Applicants, for an order amending and restating the initial order of Justice Conway issued on July 25, 2023 pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day by judicial videoconference.

ON READING the affidavit of Patricia Symmes-Rizakos sworn July 24, 2023 and the Exhibits thereto (the "**Initial Symmes Affidavit**"), the affidavit of Patricia Symmes-Rizakos sworn July 26, 2023 and the Exhibits thereto, the pre-filing report of KSV Restructuring Inc. ("**KSV**"), in its capacity as proposed monitor of the Applicants dated July 24, 2023, and the First Report of KSV, in its capacity as monitor (in such capacity, the "**Monitor**"), to be filed (the "**First Report**"), on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants,

counsel for the Monitor, counsel to Red White & Bloom Brands Inc. (the “**DIP Lender**”), and such other parties listed on the Counsel Slip, no one appearing for any other party although duly served as appears from the Affidavits of Service of S. Hans, as filed,

SERVICE

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

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that each of the Applicants is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that each of the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Symmes Affidavit or, with

the consent of the Monitor and the DIP Lender, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as defined below) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order, subject to compliance with the Cash Flow Projections (as defined in the DIP Term Sheet (as defined below)):

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing expenses;
- (b) with the consent of the Monitor, amounts owing for goods and services actually supplied to the Applicants prior to the date of this Order by third party suppliers, up to a maximum amount not to exceed \$500,000, if such third party is critical to the Business and ongoing operations of the Applicants; and
- (c) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, and subject to the Definitive Documents (as defined below), the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants on or following the date of this Order.

8. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order;
- (c) any taxes, duties or other payments required under the Cannabis Legislation (as defined below) (collectively, "**Cannabis Taxes**"), but only where such Cannabis Taxes are accrued or collected after the date of this Order, or where such Cannabis Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (d) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that each of the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents and with the approval of the Monitor, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their business or operations, and to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and
- (c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business.

12. **THIS COURT ORDERS** that the applicable Applicant shall provide each relevant landlord with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes such Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the applicable Applicant, or by further Order of this Court upon application by the applicable Applicant on at least two (2) days notice to such landlord and any such secured creditors. If any Applicant disclaims a lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to such Applicant's claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the applicable Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the applicable Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith

NO PROCEEDINGS AGAINST THE APPLICANTS OR THEIR RESPECTIVE PROPERTY

14. **THIS COURT ORDERS** that until and including September 1, 2023, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor or their respective representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect

of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or their respective representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

17. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, security services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or

charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as a director or officer of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of such director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$2,850,000, unless permitted by further Order of

this Court, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 38 and 40 herein.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer or indemnitor shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any director's and officer's insurance policy or indemnity from a non-Applicant, or to the extent that such coverage or such indemnity is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPOINTMENT OF MONITOR

23. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their respective shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

24. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements and the Applicants' compliance with the Cash Flows (as defined in the DIP Term Sheet), including the management and deployment/use of any funds advanced by the DIP Lender to the Applicants under the DIP Term Sheet;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender and its counsel on a weekly basis of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings, including reporting on a basis to be agreed with the DIP Lender;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (e) monitor all payments, obligations and any transfers as between the Applicants;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (h) perform such other duties as are required by this Order or by this Court from time to time.

25. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property, nor be deemed to take possession of the Property, pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing and distribution of cannabis or cannabis products including, without limitation, under the *Cannabis Act* S.C. 2018, c.16, as amended, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended, the *Excise Act, 2001*, S.C. 2002, c. 22, as amended, the *Ontario Cannabis Licence Act*, S.O. 2018, c. 12, Sched. 2, as amended, the *Ontario Cannabis Control Act*, S.O. 2017, c. 26, Sched. 1, as amended, the *Ontario Cannabis Retail Corporation Act*, 2017, S.O. 2017, c. 26, as amended, the *British Columbia Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, as amended, the *British Columbia Cannabis Distribution Act*, S.B.C. 2018, c. 28, as amended, the *Alberta Gaming, Liquor and Cannabis Act*, R.S.A. 2000, c. G-1, as amended, the *Alberta Gaming, Liquor and*

Cannabis Regulation, Alta. Reg. 143/996, as amended, *The Cannabis Control (Saskatchewan) Act*, S.S. 2018, c. C-2.111, as amended, *The Cannabis Control (Saskatchewan) Regulations*, RRS, c. C-2.111 Reg 1, as amended, the Manitoba *The Liquor, Gaming and Cannabis Control Act*, C.C.S.M. c. L153, as amended, the Manitoba *Cannabis Regulation*, M.R. 120/2018, as amended, the Newfoundland and Labrador *Cannabis Control Act*, S.N. 2018, c. C-4.1, as amended, the Newfoundland and Labrador *Cannabis Control Regulations*, Nfld. Reg. 93/18, as amended, the Newfoundland and Labrador *Cannabis Licensing and Operations Regulations*, Nfld. Reg. 94/18, as amended, or other such applicable federal, provincial or other legislation or regulations (collectively, the "**Cannabis Legislation**"), and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof within the meaning of any Cannabis Legislation or otherwise, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity for any purpose whatsoever.

26. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

27. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants, including, without limitation, the DIP Lender, with information provided by the

Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

28. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its respective employees and representatives acting in such capacities shall incur any liability or obligation as a result of the appointment of the Monitor or the carrying out by it of the provisions of this Order, including under any Cannabis Legislation, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings, whether incurred prior to, on, or subsequent to the date of this Order. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a bi-weekly basis or on such other terms as the parties may agree, and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicants, retainers in the approximate amount of \$75,000 to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

30. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

31. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,250,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these

proceedings. The Administration Charge shall have the priority set out in paragraphs 38 and 40 hereof.

DIP FINANCING

32. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under an interim credit facility from the DIP Lender in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$6,600,000 unless permitted by further Order of this Court.

33. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the Amended and Restated DIP Term Sheet between the Applicants and the DIP Lender dated as of July 24, 2023, as appended as Appendix "B" to the First Report (as may be further amended from time to time, the "**DIP Term Sheet**"), to be filed.

34. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the DIP Term Sheet, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents (collectively, the "**DIP Obligations**") as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

35. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property as security for the DIP Obligations, which DIP Lender's Charge shall be in the aggregate amount of the DIP Obligations outstanding at any given time under the Definitive Documents. The DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 38 and 40 hereof.

36. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon at least four (4) business days' written notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

37. **THIS COURT ORDERS** that the DIP Lender shall be treated as unaffected in any Plan filed by any of the Applicants under the CCAA, or any proposal filed by any of the Applicants under the *Bankruptcy and Insolvency Act* (Canada)(the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

38. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$1,250,000);

Second – DIP Lender's Charge (to the maximum amount of the DIP Obligations at the relevant time); and

Third – Directors' Charge (to the maximum amount of \$2,850,000).

39. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

40. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

41. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

42. **THIS COURT ORDERS** that the Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into of the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicants pursuant to this Order or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

43. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Applicant's interest in such real property leases.

CORPORATE MATTERS

44. **THIS COURT ORDERS** that Aleafia Health Inc. be and is hereby relieved of any obligation to call and hold an annual meeting of its shareholders until further Order of this Court.

RELIEF FROM REPORTING AND FILING OBLIGATIONS

45. **THIS COURT ORDERS** that the decision by the Applicant to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the "**Securities Filings**") that may be required by any federal, provincial or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act* (Ontario), R.S.O. c. S.5 and comparable statutes enacted by other provinces of Canada, and the rules, regulations and policies of the Toronto Stock Exchange and OTCQB® (collectively, the "**Securities Legislation**"), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in Section 11.1(2) of the CCAA

as a consequence of the Applicant failing to make any Securities Filings required by the Securities Provisions.

46. **THIS COURT ORDERS** that none of the directors, officers, employees, and other representatives of the Applicants, nor the Monitor shall have any personal liability for any failure by the Applicant to make any Securities Filings required by the Securities Legislation during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have against the directors, officers, employees and other representatives of the Applicant of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicant. For greater certainty, nothing in this Order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the “**Regulators**”) in the matter of regulating the conduct of market participants and to issue or maintain cease trader orders if and when required pursuant to applicable securities law. Further, nothing in this Order shall constitute or be construed as an admission by the Regulators that the Court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Legislation.

SERVICE AND NOTICE

47. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* National Edition a notice containing the information prescribed under the CCAA, and (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner, a notice to every known creditor who has a claim against any of the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder; provided that the Monitor shall not be required to make the claims, names and addresses of individuals who are creditors publicly available unless otherwise ordered by this Court.

48. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service->

[protocol/](#)) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.ksvadvisory.com/insolvency-cases/case/aleafia> (the “**Website**”).

49. **THIS COURT ORDERS** that the Applicants and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2175 (SOR/DORS).

50. **THIS COURT ORDERS** that the Monitor shall maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the case Website as part of the public materials in relation to this proceeding. Notwithstanding the foregoing, the Monitor nor its counsel shall have any liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

51. **THIS COURT ORDERS** that each of the Applicants, the DIP Lender or the Monitor may, from time to time, apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties under this Order or in the interpretation of this Order.

52. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

53. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Germany or in

Australia, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants 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 Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

54. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

55. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order; provided, however, that the Chargees shall be entitled to rely on this Order as issued and entered and on the Charges and priorities set forth in paragraphs 38 and 40 hereof with respect to any fees, expenses and disbursements incurred, or advances made under the DIP loan, as applicable, until the date this Order may be amended, varied or stayed.

56. **THIS COURT ORDERS** that the Initial Order is hereby amended and restated pursuant to this Order, and this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED, AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC. et al.

Applicants

Court File No. CV-23-00703350-00CL

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

Proceedings commenced at Toronto

**AMENDED & RESTATED INITIAL ORDER
(amending Initial Order dated July 25, 2023)**

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street
Suite 1800
Toronto, ON M5J 2T9

**Kyle Plunkett (LSO# 61044N)
Miranda Spence (LSO# 60621M)
Tamie Dolny (LSO# 77958U)
Samantha Hans (LSO# 84737H)**

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for the Applicants

This is Exhibit "G" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023

A handwritten signature in cursive script, appearing to read "C. Delfino".

Commissioner for Taking Affidavits



Court File No.: CV-23-00703350-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 22ND
)
JUSTICE CONWAY) DAY OF AUGUST, 2023
)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM
CORP., EMBLEM CANNABIS CORPORATION, EMBLEM
REALTY LTD., GROWWISE HEALTH LIMITED., CANABO
MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA
FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL
INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

(collectively, the "**Applicants**")

**ORDER
(Re: SISP Approval)**

THIS MOTION, made by the Applicants, for an order approving, among other things: (i) the Sale and Investment Solicitation Process in respect of the Applicants as attached hereto at Schedule "A" (the "**SISP**"); and (ii) the Stalking Horse Agreement (as defined herein) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, was heard this day by judicial videoconference.

ON READING the affidavit of Patricia Symmes-Rizakos sworn July 24, 2023 and the Exhibits thereto (the "**Initial Symmes Affidavit**"), the affidavit of Patricia Symmes-Rizakos sworn July 26, 2023 and the Exhibits thereto (the "**Comeback Affidavit**"), the affidavit of Patricia Symmes-Rizakos sworn August 11, 2023 and the Exhibits thereto (the "**Third Affidavit**"), the pre-filing report of KSV Restructuring Inc. ("**KSV**"), in its capacity as proposed monitor of the Applicants dated July 24, 2023, the First Report of KSV, in its capacity as monitor (in such

capacity, the “**Monitor**”), dated August 1, 2023 (the “**First Report**”), and the Second Report of the Monitor, dated August 17, 2023 (the “**Second Report**”) and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel to Red White & Bloom Brands Inc. (the “**DIP Lender**”), and such other parties listed on the Counsel Slip, no one appearing for any other party although duly served as appears from the Affidavits of Service of S. Hans, as filed,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SISP or the Amended and Restated Initial Order granted by the Honourable Justice Penny on August 4, 2023 (the “**ARIO**”), as applicable.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including October 31, 2023.

APPROVAL OF THE SALE AND INVESTMENT SOLICITATION PROCESS

4. **THIS COURT ORDERS** that the SISP (subject to any amendments thereto that may be made in accordance therewith and with this Order) is hereby approved and the Applicants and the Monitor are hereby authorized to implement the SISP pursuant to the terms thereof. The Applicants and the Monitor are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this Order.

5. **THIS COURT ORDERS** that the Applicants and the Monitor are authorized to immediately commence the SISP to solicit interest in the opportunity for a sale of or investment in all or part of the Applicants’ (i) property, assets and undertaking or shares in the capital of one or more of the Applicants (collectively, the “**Property**”) and (ii) business operations (the “**Business**”) in accordance with the terms of the SISP.

6. **THIS COURT ORDERS** that each of the Applicants, the Monitor and their respective affiliates, partners, directors, employees, agents, consultants, advisors, experts, accountants, counsel and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any Person in connection with or as a result of implementing or otherwise in connection with the SISP, except to the extent such losses, claims, damages or liabilities result from their respective gross negligence or wilful misconduct, as applicable, as determined by this Court.

7. **THIS COURT ORDERS** that, pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Monitor and the Applicants are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

8. **THIS COURT ORDERS** that notwithstanding anything contained herein or in the SISP, and in no way limiting the protections provided to the Monitor in the ARIIO, the Monitor shall not take possession of any Property or be deemed to take possession of any Property, including pursuant to any provision of the Cannabis Legislation.

APPROVAL OF THE STALKING HORSE AGREEMENT

9. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to enter into the stalking horse agreement (the “**Stalking Horse Agreement**”) among Aleafia Health Inc., Emblem Cannabis Corporation, Canabo Medical Corporation, Aleafia Farms Inc., Aleafia Retail Inc., the DIP Lender and RWB (PV) Canada Inc., a wholly-owned subsidiary of the DIP Lender (the “**Purchaser**”), and attached as Exhibit “G” to the Third Affidavit, *nunc pro tunc*, with such minor amendments as may be acceptable to each of the parties thereto, with the prior written approval of the Monitor.

10. **THIS COURT ORDERS** that the Stalking Horse Agreement is hereby approved and accepted solely for the purposes of being the Stalking Horse Bid under the SISP; provided that, nothing herein approves the transactions contemplated in the Stalking Horse Bid, and the approval of any transactions contemplated by the Stalking Horse Agreement shall be considered by this

Court on a subsequent motion made to this Court if the Stalking Horse Agreement is the Successful Bid pursuant to the SISP.

11. **THIS COURT ORDERS** that the Expense Reimbursement (as defined in the Stalking Horse Agreement) is hereby approved and the Applicants party to the Stalking Horse Agreement are hereby authorized and directed to pay the Expense Reimbursement to the Purchaser (or as it may direct) subject to and in accordance with the terms of the Stalking Horse Agreement.

PROTECTION OF PERSONAL INFORMATION

12. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Monitor, the Applicants and their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants (each, a “**SISP Participant**”) and their advisors personal information of identifiable individuals (“**Personal Information**”), records pertaining to the Applicants’ past and current employees, and information on specific customers, but only to the extent desirable or required to negotiate or attempt to complete a transaction under the SISP (a “**Transaction**”). Each SISP Participant to whom any Personal Information is disclosed shall maintain and protect the privacy of such Personal Information and limit the use of such Personal Information to its evaluation of a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicants or the Monitor, or in the alternative destroy all such information and provide confirmation of its destruction if required by the Applicants or the Monitor. The Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the Transaction contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Applicants or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor or the Applicants.

“STATUS QUO” OF APPLICANTS’ LICENSES

13. **THIS COURT ORDERS** that (a) the status quo in respect of the Applicants’ Health Canada and cannabis excise licenses (collectively, the “**Licenses**”) shall be preserved and

maintained during the pendency of the Stay Period, including the Applicants' ability to sell cannabis inventory in the ordinary course under the Licenses; and (b) to the extent any License may expire during the Stay Period, the term of such License shall be deemed to be extended by a period equal to the Stay Period.

GENERAL

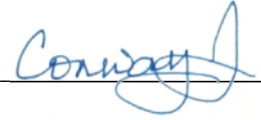
14. **THIS COURT ORDERS** that each of the Applicants or the Monitor may, from time to time, apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties under this Order or in the interpretation of this Order.

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

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

17. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

18. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without the need for entry or filing.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

Schedule “A”

Bidding Procedures for the Sale and Investment Solicitation Process

Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on July 25, 2023 (as amended and restated, the “**Initial Order**”), Aleafia Health Inc., Emblem Corp., Emblem Cannabis Corporation, Emblem Realty Ltd., Growwise Health Limited, Canabo Medical Corporation, Aleafia Inc., Aleafia Farms Inc., Aleafia Brands Inc., Aleafia Retail Inc., 2672533 Ontario Inc. and 2676063 Ontario Inc. (collectively, the “**Applicants**” or the “**Aleafia Group**”) were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**” and the proceedings thereunder, the “**CCAA Proceedings**”), and KSV Restructuring Inc. (“**KSV**”) was appointed monitor of the Applicants (in such capacity, the “**Monitor**”).

On August 15, 2023, the Court granted an order (the “**SISP Order**”), authorizing the Monitor, with the assistance of the Aleafia Group’s management team, to undertake a sale and investment solicitation process (“**SISP**”) for the sale of the Aleafia Group’s (i) property, assets and undertaking or shares in the capital of one or more of the Applicants (collectively, the “**Property**”), and (ii) business operations (the “**Business**”). The SISP will be conducted by the Monitor in the manner set forth herein and in accordance with the SISP Order.

Among other things, the SISP Order also: (a) approved the procedures set out in this Schedule (the “**Bidding Procedures**”) for the solicitation of offers or proposals (each, a “**Bid**”) for the acquisition of (i) the Grimsby Property, and (ii) the other Property and the Business or some portion thereof; and (b) approved the form of stalking horse agreement (as same may be amended from time to time pursuant to its terms and the SISP Order, the “**Stalking Horse Agreement**”) to be entered into between each of Aleafia Health Inc., Emblem Cannabis Corporation, Canabo Medical Corporation, Aleafia Farms Inc. and Aleafia Retail Inc., as vendors, and (PV) Canada Inc.¹ (a wholly-owned subsidiary of the DIP Lender, the “**Stalking Horse Bidder**”), as purchaser, for the purposes of serving as the stalking horse bid in the SISP (the “**Stalking Horse Bid**”). For the avoidance of doubt, the implementation of the transactions contemplated by the Stalking Horse Agreement is conditional upon the Stalking Horse Bid being selected as a Successful Bid (as defined below) in accordance with the Bidding Procedures and Court approval of the Stalking Horse Agreement and the transactions contemplated therein on a subsequent motion to be brought by the Applicants following the completion of the SISP.

Defined Terms

1. Capitalized terms used in these Bidding Procedures and not otherwise defined herein have the meanings given to them in Appendix “A” hereto.

¹ Stalking Horse Agreement and Implementation Steps contemplate the assignment/pledge of the DIP and Senior Loans and security to the Purchaser.

Bidding Procedures

Opportunity

2. The SISP is intended to solicit interest in and opportunities for a sale of, or investment in, all or part of the Aleafia Group's Property and Business (the "**Opportunity**"). The Opportunity may include one or more of a restructuring, refinancing, recapitalization or other form of reorganization of the business and affairs of one or more entity comprising the Aleafia Group as a going concern, or a sale of all, substantially all or one or more components of the Aleafia Group's Property and Business as a going concern or otherwise.
3. Any sale of any of the Property or investment in the Business will be on an "*as is, where is*" basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, the Aleafia Group or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of the Aleafia Group in and to the Property to be acquired will be sold free and clear of, *inter alia*, all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders and definitive documents.
4. The Stalking Horse Agreement constitutes a Binding Offer (as defined below) by the Stalking Horse Bidder (which constitutes a Binding Offer Bidder (as defined below)) for all purposes and at all times under this SISP and will serve as the Stalking Horse Bid for purposes of this SISP and the Bidding Procedures and have the right to participate in the Auction (as defined below), if any. Notwithstanding the Stalking Horse Agreement and proposed transactions therein, all interested parties are encouraged to submit bids based on any form of Opportunity that they may elect to advance pursuant to the SISP, including as a Sale Proposal (as defined below), a Partial Sale Proposal (as defined below), an Investment Proposal (as defined below), or a Grimsby Proposal (as defined below). A copy of the Stalking Horse Agreement will be made available to all Qualified Bidders (as defined below) and a form of such agreement, to be uploaded to the VDR (as defined below), may be used as the basis for any Binding Offer made in the SISP. A form of purchase and sale agreement prepared by the Applicants and the Monitor in connection with the sale of the Grimsby Property (the "**Grimsby APS**"), will be made available to all Qualified Bidders that have expressed an interest in the Grimsby Property and uploaded to the VDR, and will be used as the basis for any Binding Offer for the Grimsby Property in the SISP.
5. The Bidding Procedures describe the manner in which prospective bidders may gain access to due diligence materials concerning the Aleafia Group, the Property and the Business, the manner in which bidders may participate in the SISP, the requirement of and the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder (as defined below) and the requisite approvals to be sought from the Court in connection therewith.

Subject to paragraph 18 below, the Monitor, in consultation with the Aleafia Group, may at any time and from time to time, modify, amend, vary or supplement the Bidding Procedures, without the need for obtaining an order of the Court or providing notice to

Qualified Bidders, Binding Offer Bidders, the Successful Bidder(s) or the Back-Up Bidder(s) (as defined below) provided that such modification, amendment, variation or supplement is expressly limited to changes that do not alter, amend or prejudice the rights of such bidders (including the rights of the Stalking Horse Bidder, except with the authorization of the Stalking Horse Bidder) and are necessary or useful in order to give effect to the substance of the SISP, the Bidding Procedures or the SISP Order. Notwithstanding the foregoing, the dates or time limits indicated in the table contained below may be extended by the Monitor, as the Monitor deems necessary or appropriate, and with the consent of the DIP Lender, acting reasonably, or by order of the Court.

The Monitor will post on the Monitor's website and serve on the service list maintained in the CCAA Proceedings, as soon as practicable, any such modification, amendment, variation or supplement to these Bidding Procedures and inform the bidders impacted by such modifications.

In the event of a dispute as to the interpretation or application of the SISP Order or these Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute. For the avoidance of doubt, all bidders shall be deemed to have consented to the jurisdiction of the Court in connection with any disputes relating to the SISP, including the qualification of bids, the construction and enforcement of the SISP, and closing of a Successful Bid, as applicable.

A summary of the key dates pursuant to the SISP is as follows:

Milestone	Date
Commence solicitation of interest from parties, including delivering NDA and Teaser Letter, and upon execution of NDA (each as defined below), Confidential Information Memorandum and access to VDR	No later than two (2) Business Days after the granting of the SISP Order
Grimsby Offer Deadline (as defined below)	September 6, 2023 at 5:00 p.m. EST
Binding Offer Deadline (as defined below)	October 2, 2023 at 5:00 p.m. EST
<i>If no Binding Offers are received other than Stalking Horse Bid</i>	

Selection of Stalking Horse Bid as Successful Bid	October 3, 2023
Approval Motion (as defined below)	October 11, 2023 or the earliest date available thereafter
Closing of Stalking Horse Bid	As soon as possible but no later than November 22, 2023
<i>If Binding Offers are received other than Stalking Horse Bid</i>	
Selection of Successful Bid in respect of the Grimsby Property, if any, and Back-Up Bidder, if needed	No later than September 8, 2023
Approval Motion in respect of the Grimsby Property	No later than September 22, 2023
Closing of the Successful Bid in respect of the Grimsby Property, if any	As soon as possible but no later than October 31, 2023
Deadline to notify Qualified Bidders of Auction	No later than October 6, 2023
Auction, if needed	October 10, 2023
Selection of Successful Bid and Back-Up Bidder, if needed	October 10, 2023 or such later date immediately thereafter if the Auction is not completed in one day
Approval Motion	No later than October 18, 2023
Closing of the Successful Bid	As soon as possible but no later than November 22, 2023

Solicitation of Interest: Notice of the SISP

6. As soon as reasonably practicable, but, in any event, by no later than two (2) Business Days after the granting of the SISP Order:
 - (a) the Monitor, in consultation with the Aleafia Group, will prepare a list of potential bidders, including (i) parties that have approached the Applicants or the Monitor indicating an interest in the Opportunity, (ii) strategic and financial parties who the Monitor, in consultation with the Aleafia Group, believe may be interested in purchasing all or part of the Business or the Property or investing in the Aleafia Group pursuant to the SISP, and (iii) parties that showed an interest in the Aleafia Group and/or their Property prior to the date of the SISP Order including by way of the previous, out-of-court strategic review process, in each case whether or not such party has submitted a letter of intent or similar document (collectively, the “**Known Potential Bidders**”);
 - (b) a notice of the SISP (and such other relevant information which the Monitor, in consultation with the Aleafia Group, considers appropriate) (the “**Notice**”) will be published by the Monitor in one or more trade industry and/or insolvency-related publications as may be considered appropriate by the Monitor;
 - (c) the Aleafia Group will issue a press release setting out the information contained in the Notice and such other relevant information which the Monitor and the Applicants determine is appropriate; and
 - (d) the Monitor, with the assistance of the Aleafia Group, will prepare (i) a process summary (the “**Teaser Letter**”) describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; and (ii) a non-disclosure agreement in form and substance satisfactory to the Monitor and Aleafia Group and their respective counsel, which shall enure to the benefit of any purchaser of the Business or Property or any part thereof (an “**NDA**”). The Monitor may prepare a separate Teaser Letter in respect of the solicitation of offers or proposals for the acquisition of the Grimsby Property.
7. The Monitor will cause the Teaser Letter and NDA to be sent to each Known Potential Bidder by no later than two (2) Business Days after the granting of the SISP Order, and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to the Monitor as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

Virtual Data Room

8. A confidential virtual data room or rooms² (collectively, the “**VDR**”) in relation to the Opportunity will be made available by the Aleafia Group and the Monitor to Potential Bidders (as defined below) that have executed the NDA. The VDR will be made available

² A separate VDR may be made available in respect of the solicitation of offers or proposals for the acquisition of the Grimsby Property.

as soon as practicable. The Monitor, in consultation with the Aleafia Group, may establish or cause the Aleafia Group to establish separate VDRs (including “**clean rooms**”), if the Aleafia Group reasonably determines that doing so would further the Aleafia Group’s and any Potential Bidder’s compliance with applicable antitrust and competition laws, or would prevent the distribution of commercially sensitive competitive information. The Monitor may also, in consultation with the Aleafia Group, limit the access of any Potential Bidder to any confidential information in the VDR where the Monitor, in consultation with the Aleafia Group, reasonably determines that such access could negatively impact the SISP, the ability to maintain the confidentiality of the information, the Business, the Property or their value.

Qualified Bidders and Delivery of Confidential Information Memorandum

9. Any party who wishes to participate in the SISP (a "**Potential Bidder**") must provide to the Monitor and counsel to the Aleafia Group, at the addresses specified in Appendix "B" hereto (including by email transmission), an NDA executed by it, acceptable to the Monitor, in consultation with the Aleafia Group, and written confirmation of the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.
10. A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a "**Qualified Bidder**" if the Monitor, in its reasonable judgment, and in consultation with the Aleafia Group, determines such person is likely, based on the availability of financing, experience and other considerations, to be able to consummate a sale or investment pursuant to the SISP. All Qualified Bidders will receive a Confidential Information Memorandum prepared by the Monitor and will be granted access to the VDR. For the avoidance of doubt, the Stalking Horse Bidder is, and will be deemed to be, a Qualified Bidder.
11. The Monitor will prepare and send to each Qualified Bidder a Teaser Letter and provide a copy of the Stalking Horse Agreement or the Grimsby APS, as applicable, and any material amendment thereto. The Aleafia Group, the Monitor and their respective advisors make no representation or warranty as to the information contained in the VDR, Teaser Letter, Confidential Information Memorandum or otherwise made available pursuant to the SISP.
12. At any time during the SISP, the Monitor may, in its reasonable judgment, and in consultation with the Aleafia Group, eliminate a Qualified Bidder from the SISP, in which case such bidder will be eliminated from the SISP and will no longer be a "Qualified Bidder" for the purposes of the SISP.
13. Potential Bidders must rely solely on their own independent review, diligence, investigation and/or inspection of all information and of the Property and Business in connection with their participation in the SISP and any transaction they enter into with one or more of the entities comprising the Aleafia Group.

Due Diligence

14. The Monitor and the Aleafia Group, shall, subject to competitive and other business considerations, afford each Qualified Bidder such access to due diligence materials and information relating to the Property and Business as the Monitor, in consultation with the Aleafia Group, may deem appropriate. Due diligence access may include management presentations, access to the VDR, on-site inspections, and other matters which a Qualified Bidder may reasonably request and as to which the Monitor, in its reasonable judgment, and in consultation with the Aleafia Group, may agree. Any access or interactions with the Aleafia Group's management and personnel shall be coordinated through, and involve a representative of, the Monitor.
15. The Monitor will designate one or more representatives of the Monitor to be solely responsible for coordinating and responding to all requests for information and due diligence access from Qualified Bidders and the manner in which such requests must be communicated. Neither the Monitor, nor the Aleafia Group through the Monitor, will be obligated to furnish any information relating to the Property or Business to any person other than to Qualified Bidders. Further, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Qualified Bidders if the Monitor, in consultation with the Aleafia Group, determines such information to represent proprietary or sensitive competitive information.

Formal Binding Offers

16. Any Qualified Bidder (other than the Stalking Horse Bidder) that wishes to make a formal offer to (A) acquire all or substantially all of the Property or Business, whether through an asset purchase, a share purchase or a combination thereof (either one, a "**Sale Proposal**") or a portion of the Property or the Business (a "**Partial Sale Proposal**"); (B) make an investment in, restructure, recapitalize or refinance the Aleafia Group or the Business or a portion thereof (an "**Investment Proposal**"); or (C) acquire the Grimsby Property (a "**Grimsby Proposal**"), must submit a binding offer (a "**Binding Offer**"): (a) in the case of a Sale Proposal, in the form of a template purchase agreement provided in the VDR, along with a marked version showing edits to the original form of the template provided in the VDR and otherwise with a marked version compared to the Stalking Horse Agreement; or (b) in the case of an Investment Proposal, a plan or restructuring support agreement in form and substance satisfactory to the Monitor, in consultation with the Aleafia Group (the "**Binding Offer Bidder**"), in each case, to the Monitor, no later 5 p.m. EST on October 2, 2023 (the "**Binding Offer Deadline**"), which does not apply in respect of a Grimsby Proposal. Any Qualified Bidder who wishes to make a formal offer in respect of a Grimsby Proposal must submit a Binding Offer, in the form of the Grimsby APS, to the Monitor no later than 5 p.m. EST on September 6, 2023 (the "**Grimsby Offer Deadline**"). Due to the earlier submission of offers for the Grimsby Property contemplated herein, the Grimsby Property, if subject to a Successful Bid arising from a Binding Offer submitted by the Grimsby Offer Deadline, shall be excluded from the later stages of this SISP (such as the Auction, as detailed below).
17. Except in the case of a Grimsby Proposal, a Binding Offer will be considered if it:

- (a) provides net cash proceeds on closing via provisions that meet the following requirements, that are not less than the aggregate total of: (A) the amount of cash payable under the Stalking Horse Agreement together with the amount of all secured indebtedness, liabilities and obligations owing by the Aleafia Group to the DIP Lender (both in respect of its outstanding pre-filing secured loans and advances under the DIP Facility), plus (B) the amount of cash payable to cover the Expense Reimbursement (as defined in the Stalking Horse Agreement), plus (C) a minimum overbid amount of \$200,000, plus (D) the amount of cash payable to repay in full all of the secured indebtedness, liabilities and obligations owing by the Aleafia Group to 1260356 Ontario Limited (the amounts set forth in this paragraph 17(a), the “**Minimum Purchase Price**”); provided, however, that the Monitor may, in its reasonable judgment, and in consultation with the Aleafia Group, deem this criterion satisfied if the Sale Proposal, Partial Sale Proposal or the Investment Proposal, together with one or more other non-overlapping Sale Proposal, Partial Sale Proposal or Investment Proposal, in the aggregate, meet or exceed the Minimum Purchase Price and such Minimum Purchase Price is payable in full in cash on closing (such bids, “**Aggregated Bids**”, and each an “**Aggregated Bid**”) (the amount of the Minimum Purchase Price will be confirmed by the Monitor with Potential Bidders);
- (b) is submitted on or before the Binding Offer Deadline by a Qualified Bidder;
- (c) is made by way of binding, definitive transaction document(s) that is/are executed by the Binding Offer Bidder;
- (d) is a Binding Offer: (i) to purchase all, substantially all, or a portion of the Property or the Business; and/or (ii) to make an investment in, restructure, recapitalize or refinance the Aleafia Group or the Business or a portion thereof, on terms and conditions reasonably acceptable to the Monitor and the Aleafia Group;
- (e) identifies all executory contracts of the Aleafia Group that the Binding Offer Bidder will assume and clearly describes, for each contract or on an aggregate basis, how all monetary defaults and non-monetary defaults will be remedied, as applicable;
- (f) is not subject to any financing condition, diligence condition or internal or board approval;
- (g) is unconditional, other than upon the receipt of the Approval Order(s) (as defined below) and satisfaction of any other conditions expressly set forth in the Binding Offer;
- (h) contains or identifies the key terms and provisions to be included in any Approval Order, including whether such order will be a “reverse vesting order”;
- (i) contains the Binding Offer Bidder’s proposed treatment of employees of the applicable Aleafia Group entities (for example, anticipated employment offers and treatment of post-employment benefits);

- (j) includes acknowledgments and representations of the Binding Offer Bidder that it:
 - (i) has had an opportunity to conduct any and all due diligence regarding the Opportunity prior to making its Binding Offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property and/or the Business in making its Binding Offer; (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer; and (iv) promptly will commence any governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities, including those regulating the cannabis sector;
- (k) provides for (i) net cash proceeds on closing that are not less than the Minimum Purchase Price; unless it is a part of a bid that qualifies as an Aggregated Bid, as the case may be, in which case the total net cash proceeds of the Aggregated Bids will be not less than the Minimum Purchase Price; and (ii) evidence satisfactory to the Monitor of funds available to pay the Minimum Purchase Price on closing including written evidence of a firm, irrevocable commitment for financing or other evidence of ability to pay the Minimum Purchase Price on closing;
- (l) is accompanied by a letter that confirms that the Binding Offer: (i) may be accepted by the Aleafia Group by countersigning the Binding Offer, and (ii) is irrevocable and capable of acceptance until the earlier of (A) two (2) Business Days after the date of closing of the applicable Successful Bid; and (B) the Outside Date (as defined below);
- (m) provides for any anticipated corporate, licensing, securityholder, Health Canada, legal or other regulatory approvals required to close the transaction, and an estimate of the anticipated time frame and any anticipated impediments for obtaining such approvals;
- (n) does not provide for any break or termination fee, expense reimbursement or similar type of payment, it being understood and agreed that no bidder will be entitled to any bid protections;
- (o) in the case of a Sale Proposal or Partial Sale Proposal, includes:
 - (i) the specific purchase price in Canadian dollars and a description of any non-cash consideration;
 - (ii) a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;
 - (iii) a specific indication of the sources of capital for the Binding Offer Bidder and the structure and financing of the transaction; and

- (iv) a description of those liabilities and obligations (including operating liabilities) which the Binding Offer Bidder intends to assume and which such liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;
- (p) in the case of an Investment Proposal, includes:
 - (i) a description of how the Binding Offer Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;
 - (ii) the aggregate amount of the equity and/or debt investment to be made in the Business or the Applicants in Canadian dollars;
 - (iii) the underlying assumptions regarding the pro forma capital structure;
 - (iv) a specific indication of the sources of capital for the Binding Offer Bidder and the structure and financing of the transaction; and
 - (v) a description of those liabilities and obligations (including operating liabilities) which the Binding Offer Bidder intends to assume and which liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;
- (q) prior to entering the Auction, the Binding Offer Bidder will be required to deliver to the Monitor a deposit in the amount of not less than 10% of the cash purchase price payable on closing or total new investment contemplated, as the case may be (the “**Deposit**”);
- (r) is accompanied by an acknowledgement that (i) if the Binding Offer Bidder is selected as a Successful Bidder, that the Deposit will be non-refundable subject to approval of such Successful Bid by the Court and the terms described in paragraph 27 below; and (ii) if the Binding Offer Bidder is selected as a Back-Up Bidder, that the Deposit will be held and dealt with as described in paragraph 27 below;
- (s) contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction set out therein on the date that is twenty-one (21) days from the date of the issuance of the Approval Order approving such bid, or such earlier date as is practical for the parties to close the contemplated transaction, following the satisfaction or waiver of the conditions to closing (the “**Target Closing Date**”) and in any event no later than November 22, 2023 (the “**Outside Date**”); and
- (t) includes such other information as reasonably requested or identified as being necessary or required by the Monitor, in consultation with the Aleafia Group.

17A. In the case of a Grimsby Proposal, a Binding Offer will be considered if it:

- (a) provides net cash proceeds on closing that provide an acceptable value for the Grimsby Property, as determined by the Aleafia Group and the Monitor, with the consent of the DIP Lender, on a commercially reasonable basis;
- (b) is submitted on or before the Grimsby Offer Deadline by a Qualified Bidder;
- (c) is made by way of binding, definitive transaction document(s) that is/are executed by the Binding Offer Bidder, and includes a blackline to the Grimsby APS;
- (d) is not subject to any financing condition, diligence condition or internal or board approval;
- (e) is unconditional, other than upon the receipt of the Approval Order and satisfaction of any other conditions expressly set forth in the Binding Offer;
- (f) includes acknowledgments and representations of the Binding Offer Bidder that it:
 - (i) has had an opportunity to conduct any and all due diligence regarding the Opportunity prior to making its Binding Offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Grimsby Property in making its Binding Offer; (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer; and (iv) promptly will commence any governmental or regulatory review of the proposed transaction by any applicable governmental authorities;
- (g) is accompanied by a letter that confirms that the Binding Offer: (i) may be accepted by the Aleafia Group by countersigning the Binding Offer, and (ii) is irrevocable and capable of acceptance until the earlier of two (2) Business Days after the date of closing of the applicable Successful Bid; and (B) the Grimsby Outside Date (as defined below);
- (h) does not provide for any break or termination fee, expense reimbursement or similar type of payment, it being understood and agreed that no bidder will be entitled to any bid protections;
- (i) includes the specific purchase price in Canadian dollars;
- (j) includes a specific indication of the sources of capital for the Binding Offer Bidder and the structure and financing of the transaction;
- (k) is accompanied by the delivery to the Monitor of a deposit in the amount of not less than 10% of the cash purchase price payable on closing (the “**Grimsby Deposit**”) and an acknowledgement that (i) if the Binding Offer Bidder is selected as a Successful Bidder, that the Grimsby Deposit will be non-refundable subject to approval of such Successful Bid by the Court and the terms described in paragraph

27 below; and (ii) if the Binding Offer Bidder is selected as a Back-Up Bidder, that the Grimsby Deposit will be held and dealt with as described in paragraph 27 below;

- (l) demonstrates a capacity to consummate a closing of the transaction set out therein on the date that is twenty-one (21) days from the date of the issuance of the Approval Order approving such bid, or such earlier date as is practical for the parties to close the contemplated transaction, following the satisfaction or waiver of the conditions to closing (the “**Grimsby Target Closing Date**”) and in any event no later than October 31, 2023 (the “**Grimsby Outside Date**”); and
 - (m) includes such other information as reasonably requested or identified as being necessary or required by the Monitor, in consultation with the Aleafia Group.
18. The Monitor, in its reasonable judgment, and in consultation with the Aleafia Group, may waive strict compliance with any one or more of the requirements specified above (with the exception of the requirements contained in paragraphs 17(a) and 17(k), which cannot be waived without the prior written consent of the DIP Lender) and consider such non-compliant Binding Offer. For the avoidance of doubt, the completion of any Binding Offer shall be subject to the approval of the Court.
19. In the circumstance that a Binding Offer, including one or more Binding Offers comprising an Aggregated Bid, does not provide for net cash proceeds on closing that are at least equal to the Minimum Purchase Price, the Monitor will consult with the DIP Lender and, with the consent of the DIP Lender, may elect that such Binding Offer nevertheless be considered as a potential Successful Bid and be entitled to participate in the Auction.

Selection of Successful Bid

20. The Monitor, in consultation with the Aleafia Group, may, following the receipt of any Binding Offer, including one or more Binding Offers comprising an Aggregated Bid, seek clarification with respect to any of the terms or conditions of such Binding Offer and/or request and negotiate one or more amendments to such Binding Offer prior to determining if the Binding Offer should be considered.
21. The Monitor and the Aleafia Group, will (i) review and evaluate each relevant Binding Offer, valued upon numerous factors as referenced above, including factors affecting the speed, certainty and value of the transaction (including any licensing, Health Canada, regulatory or legal approvals, assignments or third party contractual arrangements required to close the transactions); (ii) subject to paragraph 22(j) below, (A) identify the highest and otherwise best Binding Offer (the “**Successful Bid**”, and the Binding Offer Bidder making such Successful Bid, the “**Successful Bidder**”), and (B) the next highest and otherwise second best Binding Offer (the “**Back-Up Bid**”, and the Binding Offer Bidder making such Back-Up Bid, the “**Back-Up Bidder**”); provided that, with respect to the sale of the Grimsby Property pursuant to a Grimsby Proposal, the applicable Successful Bid, Successful Bidder, Back-Up Bid and Back-Up Bidder, if any, will be identified by the Monitor and the Aleafia Group, with the consent of the DIP Lender, following the Grimsby Offer Deadline by no later than September 8, 2023 in accordance with the terms hereof.

Provided that the Ad Hoc Committee of Convertible Debentureholders confirms in writing that (i) it has not submitted or participated in the submission of a Binding Offer, and (ii) it is not affiliated or communicating with any Binding Offer Bidder, the Ad Hoc Steering Committee and counsel to the Ad Hoc Committee of Convertible Debentureholders shall be entitled to receive copies of each Binding Offer submitted by the Grimsby Offer Deadline and the Binding Offer Deadline, as applicable, on a confidential basis pursuant to one or more NDAs satisfactory to the Monitor as soon as reasonably practicable following receipt thereof.

22. In the event that no Binding Offer is selected (other than the Stalking Horse Bid), the Aleafia Group will promptly seek Court approval of the Stalking Horse Agreement and the transactions contemplated therein. In the event there is at least one Binding Offer in addition to the Stalking Horse Bid, a Successful Bid will be identified through an auction in accordance with the procedure set out below; provided that, the Grimsby Property is intended to be marketed separately as part of this SISP as set forth herein and will only be marketed through the Auction if no Grimsby Proposal is received by the Grimsby Offer Deadline or if the Grimsby Proposals received provide insufficient value, as determined by the Aleafia Group and the Monitor, on a commercially reasonable basis.
23. In the event that an auction (the “**Auction**”) is required in accordance with the terms of these Bidding Procedures, it will be conducted in accordance with the procedures set forth in this paragraph (provided that, for certainty, the Auction will not apply or take place in respect of the Grimsby Property unless the requirements set out in the paragraph above are met):
 - (a) The Auction will commence at a time to be designated by the Monitor, on October 10, 2023, and may, in the discretion of the Monitor, be held virtually via videoconference, teleconference or such other reasonable means as the Monitor deems appropriate. The Monitor will consult with the parties permitted to attend the Auction to arrange for the Auction to be so held. Subject to the terms hereof, the Monitor, in consultation with the Aleafia Group, may postpone the Auction.
 - (b) The identity of each Binding Offer Bidder participating in the Auction will be disclosed, on a confidential basis, to other Binding Offer Bidders participating in the Auction.
 - (c) Except as otherwise permitted in the Monitor’s discretion, only the Aleafia Group, the Monitor and the Binding Offer Bidders, and, in each case, their respective professionals and representatives, will be permitted to attend the Auction. Only Binding Offer Bidders (including, for greater certainty, the Stalking Horse Bidder) are eligible to participate in the Auction.
 - (d) Binding Offer Bidders will participate in the Auction through a duly authorized representative.
 - (e) Except as otherwise set forth herein, the Monitor may waive and/or employ and announce at the Auction additional rules, including rules to facilitate the

participation of parties participating in an Aggregated Bid, that are reasonable under the circumstances for conducting the Auction, provided that such rules are: (i) not inconsistent with the Initial Order, the SISP, the Bidding Procedures, the CCAA, or any order of the Court issued in connection with the CCAA Proceedings; (ii) disclosed to each Binding Offer Bidder; and (iii) designed, by the Monitor, in its reasonable judgment, and in consultation with the Aleafia Group, to result in the highest and otherwise best offer.

- (f) The Monitor may arrange for the actual bidding at the Auction to be transcribed or recorded. Each Binding Offer Bidder participating in the Auction will designate a single individual to be its spokesperson during the Auction.
- (g) Each Binding Offer Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with the Aleafia Group or any other person, without the consent of the Monitor, regarding the SISP, that has not been disclosed to all other Binding Offer Bidders. For greater certainty, communications between the Stalking Horse Bidder and either the Aleafia Group or the Monitor with respect to and in preparation of the Stalking Horse Agreement, the SISP and the Bidding Procedures, prior to the issuance of the SISP Order and the commencement of the SISP will not represent collusion nor communications prohibited by this paragraph.
- (h) Prior to the Auction, the Monitor will identify the highest and best of the Binding Offers received and such Binding Offers will constitute the opening bid for the purposes of the Auction (the “**Opening Bid**”). Subsequent bidding will continue in minimum increments valued at not less than \$200,000 cash in excess of the Opening Bid. Each Binding Offer Bidder will provide evidence of its financial wherewithal and ability to consummate the transaction at the increased purchase price. Further, in the event that an Aggregated Bid qualifies to participate in the Auction, modifications to the bidding requirements may be made by the Monitor, in consultation with the Aleafia Group, to facilitate bidding by the participants in the Aggregated Bid.
- (i) All Binding Offer Bidders will have the right, at any time, to request that the Monitor announce, subject to any potential new bids, the then-current highest and best bid and, to the extent requested by any Binding Offer Bidder, use reasonable efforts to clarify any and all questions such Binding Offer Bidder may have regarding the Monitor’s announcement of the then-current highest and best bid.
- (j) Each participating Binding Offer Bidder will be given reasonable opportunity to submit an overbid at the Auction to any then-existing overbids. The Auction will continue until the bidding has concluded and there is one remaining Binding Offer Bidder. The Monitor and the Aleafia Group shall determine which Binding Offer Bidders have submitted (i) the highest and otherwise best Binding Offer of the Auction, which shall be a Successful Bid, and (ii) the next highest and otherwise second best Binding Offer of the Auction, which shall be a Back-Up Bid. At such time and upon the conclusion of the bidding, the Auction will be closed, and the

Binding Offer Bidder with the highest and otherwise best Binding Offer of the Auction will be a Successful Bidder. The Binding Offer Bidder with the next highest and otherwise second best Binding Offer of the Auction will be a Back-Up Bidder.

- (k) Upon selection of a Successful Bidder and a Back-Up Bidder, if any, the Successful Bidder and the Back-Up Bidder, if any, shall each deliver to the Monitor and the Aleafia Group, an amended and executed transaction document that reflects their final bid and any other modifications submitted and agreed to during the Auction, prior to the filing of the motion material for the hearing to consider the Approval Motion.
 - (l) Any bids submitted after the conclusion of the Auction will not be considered.
 - (m) The Monitor, in consultation with the Aleafia Group, shall be at liberty to modify or to set additional procedural rules for the Auction as it sees fit, including to conduct the Auction by way of written submissions.
24. Other than in the case of a Grimsby Proposal, a Successful Bid and Back-Up Bid, if any, will be selected by no later than 5:00 p.m. (Eastern Time) on October 10, 2023 (or such later date immediately thereafter if the Auction is conducted and not completed in one day) and the completion and execution of definitive documentation in respect of such Successful Bid and Back-Up Bid, as applicable, must be finalized and executed no later than October 10, 2023 (or such later date immediately thereafter if the Auction is conducted and not completed in one day) which definitive documentation will be conditional only upon the receipt of the Approval Order(s) and the express conditions set out therein and will provide that the Successful Bidder will use all reasonable efforts to close the proposed transaction by no later than the Target Closing Date, or such longer period as may be agreed to by the Monitor, in consultation with the Aleafia Group and the Successful Bidder, subject to the terms hereof. In any event, such Successful Bid must be closed by no later than the Outside Date. In the case of a Grimsby Proposal, a Successful Bid and Back-Up Bid, if any, will be selected following the Grimsby Offer Deadline by no later than September 8, 2023, and the completion and execution of definitive documentation in respect of such Successful Bid and Back-Up Bid, as applicable, must be finalized and executed within two (2) Business Days of selection, which definitive documentation will be conditional only upon the receipt of the Approval Order and the express conditions set out therein and will provide that the Successful Bidder will use all reasonable efforts to close the proposed transaction by no later than the Grimsby Target Closing Date, or such longer period as may be agreed to by the Monitor, in consultation with the Aleafia Group, the DIP Lender and the Successful Bidder, subject to the terms hereof. In any event, such Successful Bid must be closed by no later than the Grimsby Outside Date. If a Back-Up Bid is identified in accordance with the SISP, then such Back-Up Bid shall remain open until the date (the “**Back-Up Bid Outside Date**”) on which the transaction contemplated by the applicable Successful Bid is consummated or such earlier date as the Monitor, in consultation with the Aleafia Group, determines. If the transactions contemplated by the applicable Successful Bid have not closed by the Outside Date or the Grimsby Outside Date, as applicable, or the applicable Successful Bid is terminated for any reason prior to the

Outside Date or the Grimsby Outside Date, as applicable, the Aleafia Group and the Monitor may elect to, or by further order of the Court, seek to complete the transactions contemplated by the applicable Back-Up Bid, and will promptly seek to close the transaction contemplated by such Back-Up Bid, which will be deemed to be a Successful Bid. The Aleafia Group will be deemed to have accepted such Back-Up Bid only when the Aleafia Group and the Monitor have made such election.

Approval of Successful Bid

25. The Aleafia Group will apply to the Court (the “**Approval Motion**”) for one or more orders:
 - (i) approving the Successful Bid(s) and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby (such order shall also approve the Back-Up Bid(s), if any, should the Successful Bid(s) not close for any reason); and
 - (ii) granting a vesting order and/or reverse vesting order to the extent that such relief is contemplated by the Successful Bid(s) so as to vest title to any purchased assets and/or shares in the name of the applicable Successful Bidder(s) and/or vesting unwanted assets and liabilities out of one or more of the Aleafia Group (collectively, the “**Approval Order(s)**”).The Approval Motion will be held on a date to be scheduled by the Aleafia Group and confirmed by the Court upon application by the Aleafia Group. With the consent of the Monitor and the applicable Successful Bidder(s), the Approval Motion may be adjourned or rescheduled by the Aleafia Group without further notice, by an announcement of the adjourned date at the Approval Motion or in a notice to the service list maintained in the CCAA Proceedings prior to the Approval Motion. The Aleafia Group will consult with the Monitor and the applicable Successful Bidder regarding the motion material to be filed by the Aleafia Group for the Approval Motion.
26. All Binding Offers (other than the Successful Bid(s) but including the applicable Back-Up Bid(s)) will be deemed rejected on and as of the date of the closing of the applicable Successful Bid(s), with no further or continuing obligation of the Aleafia Group or the Monitor to any unsuccessful Binding Offer Bidders.

Deposits

27. The Deposit(s) and the Grimsby Deposit(s), as applicable:
 - (a) will, upon receipt from the Binding Offer Bidder(s), be retained by the Monitor and deposited in a non-interest-bearing trust account;
 - (b) received from the Successful Bidder(s) and the Back-Up Bidder(s), if any, will:
 - (i) be applied to the purchase price to be paid by the applicable Successful Bidder or Back-Up Bidder whose Successful Bid or Back-Up Bid, as applicable, is the subject of the Approval Order(s), upon closing of the approved transaction; and
 - (ii) otherwise be held and refunded in accordance with the terms of the definitive documentation in respect of the applicable Successful Bid or Back-Up Bid, provided that (i) all such documentation will provide that the

Deposit or Grimsby Deposit, as applicable, will be fully refunded to the Back-Up Bidder on the Back-Up Bid Outside Date; and (ii) all such documentation will provide that the Deposit will be retained by the Aleafia Group and forfeited by the Successful Bidder, if its Successful Bid fails to close by the Outside Date or Grimsby Outside Date, as applicable, and such failure is attributable to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of its Successful Bid; and

- (c) received from the Binding Offer Bidder(s) that are not a Successful Bidder or a Back-Up Bidder will be fully refunded to the Binding Offer Bidder(s) that paid the Deposit(s) or the Grimsby Deposit(s), as applicable, as soon as practical following the closing of the applicable Successful Bid.

- 28. Notwithstanding anything to the contrary herein, the Stalking Horse Bidder will not be required to provide a Deposit.

“As is, Where is”

- 29. Any sale (or sales) of the Property or the Business or portions thereof will be on an **“as is, where is”** basis except for representations and warranties that are customarily provided in purchase agreements for a company subject to CCAA proceedings. Any such representations and warranties provided for in the definitive documents will not survive closing.

Free of Any and All Claims and Interests

- 30. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of the Aleafia Group in and to the Property or the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the **“Claims and Interests”**) pursuant to section 36(6) of the CCAA, such Claims and Interests to attach to the net proceeds of the sale of such Property or Business and/or excluded assets, as applicable (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant transaction documents with a Successful Bidder.

Credit Bidding

- 31. The Stalking Horse Bidder will be entitled pursuant to the Stalking Horse Agreement, including for greater certainty as part of the Auction, as the case may be, to credit bid or retain as Retained Liabilities all or part of the existing secured obligations owing to it, including all interest, costs and fees to which the Stalking Horse Bidder is entitled pursuant to its relevant loan, interim financing, debenture, promissory note and/or security agreements with the Aleafia Group.
- 32. Any other secured party of the Applicants may include as part of a Binding Offer under this SISP all or part of its existing secured obligations owing to it as a credit bid for the Business and the Property. For the avoidance of doubt, a secured party, including, without

limitation, the Stalking Horse Bidder, may only make a credit bid in relation to the Property subject to such secured party's valid and enforceable security (in each case, the "**Encumbered Assets**"). To the extent that a secured party wishes to submit a Binding Offer for Property that does not form part of the Encumbered Assets (the "**Unencumbered Assets**"), such secured party shall specify a cash purchase price allocated to the Unencumbered Assets while making a credit bid for the Encumbered Assets that are included in such Binding Offer.

Confidentiality

33. For greater certainty, other than as required in connection with any Auction or Approval Motion and subject to paragraph 21, neither the Aleafia Group nor the Monitor will disclose: (i) the identity of any Potential Bidder or Qualified Bidder (other than the Stalking Horse Bidder); or (ii) the terms of any bid, Sale Proposal, Investment Proposal, Grimsby Proposal or Binding Offer (other than the Stalking Horse Agreement), to any other bidder or any of its affiliates (provided that disclosure may be made to the DIP Lender when expressly contemplated by the SISP, such as in the event that no single Binding Offer provides for net cash proceeds that are at least equal to the Minimum Purchase Price), except to the extent the Monitor, with the consent of such applicable parties is seeking to combine separate bids into Aggregated Bids. Potential Bidders, Qualified Bidders (including the Stalking Horse Bidder) and each of their respective affiliates shall not communicate with, or contact, directly or indirectly, any other Potential Bidder, Qualified Bidder or their respective affiliates, or any secured creditors of members of the Aleafia Group, including the Ad Hoc Committee of Convertible Debentureholders, without the express written consent of the Monitor, and such communications or discussions are to take place under the supervision of the Monitor.

Further Orders

34. At any time during the SISP, the Aleafia Group or the Monitor may apply to the Court for advice and directions with respect to any aspect of this SISP including, but not limited to, the continuation of the SISP or with respect to the discharge of its powers and duties hereunder.

Additional Terms

35. In addition to any other requirement of the SISP:
- (a) The Aleafia Group and the Monitor, as applicable, will at all times prior to the selection of a Successful Bid use commercially reasonable efforts to facilitate a competitive bidding process in the SISP including, without limitation, by actively soliciting participation by all persons who would be customarily identified as potential bidders in a process of this kind or who may be reasonably proposed by any of the Aleafia Group' stakeholders as a potential bidder.
 - (b) Any consent, approval or confirmation to be provided by the Stalking Horse Bidder, the DIP Lender, the Aleafia Group and/or the Monitor is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to,

and not in substitution for, any other approvals required by the CCAA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email will be deemed to have been provided in writing for the purposes of this paragraph.

- (c) Prior to seeking Court approval for any transaction or bid contemplated by this SISP, the Monitor will provide a report to the Court on the SISP process, parts of which may be filed under seal, including in respect of any and all bids received.
36. This SISP does not, and will not be interpreted to create any contractual or legal relationship between the Aleafia Group and any other party, other than as specifically set forth in the NDA or any other definitive agreement executed.
 37. Notwithstanding anything to the contrary herein, the Monitor shall have no liability whatsoever to any person or entity, including without limitation any Potential Bidder, Qualified Bidder, Binding Offer Bidder, Successful Bidder, Back-Up Bidder or any other creditor or stakeholder, or any Applicant, as a result of implementation or otherwise in connection with this SISP, except to the extent that any such liabilities result from the gross negligence or wilful misconduct of the Monitor, as determined by the Court, and all such persons or entities shall have no claim against the Monitor in respect of the SISP for any reason whatsoever.
 38. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Binding Offer, due diligence activities, and any other negotiations or other actions whether or not they lead to the consummation of a transaction.

APPENDIX A

DEFINED TERMS

“**Ad Hoc Committee of Convertible Debentureholders**” means the ad hoc group of holders of Aleafia Health Inc.’s secured convertible debentures issued under the amended and restated debenture indenture providing for the issue of certain convertible debentures dated as of June 27, 2022 between Aleafia Health Inc. and Computershare Trust Company of Canada, as the trustee, as supplemented by: (i) the first supplemental indenture dated as of June 27, 2022 (providing for the issue of the 8.5% Series A Secured Convertible Debentures Due June 30, 2024); (ii) the second supplemental indenture dated as of June 27, 2022 (providing for the issue of the 8.5% Series B Secured Convertible Debentures Due June 30, 2026); and (iii) the third supplemental indenture dated as of June 27, 2022 (providing for the issue of 8.50% Series C Secured Debentures Due June 30, 2028).

“**Ad Hoc Steering Committee**” means the three member committee elected by the Ad Hoc Committee of Convertible Debentureholders to represent and advance the interests of the Ad Hoc Committee of Convertible Debentureholders.

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

“**DIP Lender**” means Red White & Bloom Brands Inc. and its successors and permitted assigns.

“**Grimsby Property**” means the lands and premises municipally known as 378 South Service Road, Grimsby, Ontario and legally described under PIN 46033-0368 (LT) as 1STLY: PT LT 1 CON 1 NORTH GRIMSBY DESIGNATED AS PT 2 30R13028 & PT 18 30R13499; 2NDLY PT LT A EAST GORE NORTH GRIMSBY DESIGNATED AS PTS 4, 5, 8, 9, 10 30R13028; S/T RO437966; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT A, EAST GORE, NORTH GRIMSBY, PART 4, 30R13028 AS IN NR529869; TOWN OF GRIMSBY and all personal property located on and therein other than inventory.

“**Retained Liabilities**” has the meaning given to it in the Stalking Horse Agreement.

APPENDIX "B"

The Monitor:

KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

Attention: Noah Goldstein and Eli Brenner

Email: ngoldstein@ksvadvisory.com / ebrenner@ksvadvisory.com

with copies to:

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, ON M5X 1B8

Attention: Marc Wasserman and Martino Calvaruso

Email: mwasserman@osler.com / mcalvaruso@osler.com

The Applicants

Aleafia Group
c/o Aird & Berlis LLP
Brookfield Place, 181 Bay St. #1800
Toronto, ON M5J 2T9

Attention: Kyle Plunkett and Mel Cole

Email: kplunkett@airdberlis.com / mcole@airdberlis.com

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED, AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC. et al.

Applicants

Court File No. CV-23-00703350-00CL

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

Proceedings commenced at Toronto

**ORDER
(Re: SISP Approval)**

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street
Suite 1800
Toronto, ON M5J 2T9

**Kyle Plunkett (LSO# 61044N)
Miranda Spence (LSO# 60621M)
Tamie Dolny (LSO# 77958U)
Samantha Hans (LSO# 84737H)**

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for the Applicants

This is Exhibit "H" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023

A handwritten signature in cursive script, appearing to read "C. Delfino".

Commissioner for Taking Affidavits

from any encumbrances, except for the Permitted Encumbrances (as defined in the Purchase Agreement), was heard this day via videoconference.

ON READING the Motion Record of the Applicants, including the Fourth Affidavit, the Third Report of KSV Restructuring Inc., in its capacity as monitor of the Applicants (in such capacity, the “**Monitor**”), dated October 25, 2023, and such further materials as counsel may advise, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor and counsel to those parties listed on the counsel slip, and no one else appearing for any other interested person, although duly served as evidenced by the Affidavit of Service of Cristian Delfino, as filed (the “**Affidavit of Service**”).

SERVICE

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

DEFINITIONS

2. THIS COURT ORDERS that capitalized terms used herein that are otherwise not defined shall have the meaning ascribed to them in the Amended and Restated Initial Order made in these CCAA proceedings dated August 4, 2023, the Purchase Agreement or the Fourth Affidavit, as applicable.

APPROVAL AND VESTING

3. THIS COURT ORDERS that the Purchase Agreement and the Sale Transaction be and are hereby approved and that the execution of the Purchase Agreement by the Seller is hereby authorized, with such minor amendments as the Seller and the Purchaser, with the approval of the Monitor, may agree upon. The Seller is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Sale Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. THIS COURT ORDERS that this Order shall constitute the only authorization required by the Seller to proceed with the Sale Transaction and that no shareholder or other approval shall be required in connection therewith.

5. THIS COURT ORDERS that upon the delivery of a Monitor's certificate to the Seller or its counsel and to the Purchaser or its counsel (the "**Effective Time**") substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), (i) all of the Seller's right, title and interest in and to the Purchased Assets described in the Purchase Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all Claims and Encumbrances (each as defined below), save and except for the Permitted Encumbrances; and (ii) all 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 but only in respect of the Purchased Assets (collectively, the "**Claims**") including, without limiting the generality of the foregoing (A) any encumbrances or charges created by any order made in these CCAA proceedings but only in respect of the Purchased Assets; (B) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, including those registrations listed on Schedule "B" hereto but only in respect of the Purchased Assets; and (C) all instruments registered on title to the Real Property, including those instruments listed on Schedule "D" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances, easements and restrictive covenants listed on Schedule "E" hereto) and, for greater certainty, this Court orders that all Encumbrances (which for certainty, do not include the Permitted Encumbrances) affecting or relating solely to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets only and shall otherwise be unaffected by this Order.

6. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Sale Transaction.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Seller and the Purchaser regarding the satisfaction or waiver of conditions to Closing under the Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Niagara North (No. 30) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Real Property in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims and Encumbrances (including without limitation those instruments referred to in Schedule "D" hereto) save and except the Permitted Encumbrances, easements and restrictive covenants listed on Schedule "E" hereto.

9. **THIS COURT ORDERS** that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances (other than the Permitted Encumbrances) shall attach to the net proceeds from the Sale Transaction (the "**Net Proceeds**"), with the same priority as they had with respect to the Property immediately prior to the Effective Time, as if the Sale Transaction had not been completed.

10. **THIS COURT ORDERS** that, to the extent that DIP Obligations remain owing by the Applicants under the DIP Term Sheet, the Monitor shall be and is hereby authorized and directed to distribute, for and on behalf of the Applicants, within one (1) day following the day the Monitor's Certificate is delivered in accordance with this Order, the Net Proceeds minus a holdback of \$400,000 in partial repayment of the DIP Obligations then owing by the Applicants under the DIP Term Sheet (a "**Distribution**"). The Distribution made pursuant to this Order shall be and shall be deemed to be made free and clear of all Claims and Encumbrances.

11. **THIS COURT ORDERS** that, notwithstanding (i) the pendency of these proceedings; (ii) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and (iii) any assignment in bankruptcy made in respect of the Applicants, the vesting of the Purchased Assets in the Purchaser under the Purchase Agreement, the implementation of the Sale Transaction, and any payments by the Purchaser authorized herein or

pursuant to the Purchase Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants 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, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

12. THIS COURT ORDERS that, following the Effective Time, the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances (save and except for the Permitted Encumbrances) as against the Purchased Assets.

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

14. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

15. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing.



Schedule “A” – Form of Monitor’s Certificate

Court File No. CV-23-00703350-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC.,** and **2676063 ONTARIO INC.**

(each an “**Applicant**” and collectively the “**Applicants**”)

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated July 25, 2023, KSV Restructuring Inc. was appointed as the monitor (the “**Monitor**”) of the undertaking, property and assets of the Applicants, including the Seller (as defined below).

B. Pursuant to an Order of the Court dated October 27, 2023, the Court approved the agreement of purchase and sale (the “**APS**”) by and between Aleafia Farms Inc. (the “**Seller**”) and Siva Selvan, for a company to be later incorporated (the “**Purchaser**”) dated September 15, 2023 (the “**Transaction**”) which provided for the vesting in the Purchaser of the Seller’s right, title and interest in and to the Purchased Assets (as defined therein) free and clear of all Claims and Encumbrances save and except for the Permitted Encumbrances (each as defined therein) which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser and

the Seller (or their respective counsel) of a certificate confirming receipt of (i) confirmation from the Purchaser and Seller that all conditions of Closing (as defined in the APS) in sections 14 and 15 of the APS have been satisfied and/or waived by the Seller and the Purchaser, as applicable, and (ii) the Purchaser has paid the Purchase Price (as defined in the APS) payable on Closing pursuant to the APS.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APS.

THE MONITOR CERTIFIES the following:

1. The conditions to Closing under the APS have been satisfied and/or waived by the Seller and the Purchaser, as applicable.
2. The Purchaser has paid and the Seller (or the Monitor on the Seller's behalf) has received the Purchase Price, subject to applicable adjustments, for the Purchased Assets payable on Closing pursuant to the APS.
3. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**KSV Restructuring Inc., in its capacity as
Monitor of the Applicants, and not in its
personal capacity**

By: _____
Name:
Title:

Schedule “B” – PPSA Registrations to be Released but only in respect of the Purchased Assets

Date of Registration	Secured Party	File Number	Registration Number	Expiry Date
2021/03/11	Kubota Canada Ltd.	770485293	20210311 1003 1462 8487	2025/03/11
2021/05/26	Kubota Canada Ltd.	772809228	20210526 1001 1462 7536	2027/05/26
2021/10/01	1260356 Ontario Limited	776939868	20211001 1323 9234 9060	2024/10/01
2021/12/20	Red White & Bloom Brands Inc.	779148972	20211220 1034 1590 0434	2026/12/20
2022/06/23	Computershare Trust Company of Canada	784253682	20220623 0958 1793 1948	2032/06/23
2022/08/22	1260356 Ontario Limited	785999808	20220822 1147 1793 6268	2027/08/22

Schedule “C” – Real Property

PIN 46033-0368 (LT)

1STLY: PT LT 1 CON 1 NORTH GRIMSBY DESIGNATED AS PT 2 30R13028 & PT 18 30R13499;

2NDLY PT LT A EAST GORE NORTH GRIMSBY DESIGNATED AS PTS 4, 5, 8, 9, 10 30R13028; S/T RO437966; SUBJECT TO AN EASEMENT IN GROSS OVER PART LOT A, EAST GORE, NORTH GRIMSBY, PART 4, 30R13028 AS IN NR529869; TOWN OF GRIMSBY

Address: 378 South Service Road, Grimsby, Ontario

Schedule “D” – Claims to be deleted and expunged from title to Real Property

Instruments on Title – 46033-0368 (LT) Current as of October 4, 2023

Reg No.	Registration Date	Type	Amount	Parties From	Parties To:
NR591525	2021/10/04	Charge	\$20,000,000	Aleafia Farms Inc.	1260356 Ontario Limited
NR600589	2021/12/24	Charge	\$19,000,000	Aleafia Farms Inc.	Next Edge General Partner (Ontario) Inc. NE SPC II LP
NR600591	2021/12/24	No Assgn Rent Gen		Aleafia Farms Inc.	Next Edge General Partner (Ontario) Inc. NE SPC II LP
NR600593	2021/12/24	Postponement		1260356 Ontario Limited	Next Edge General Partner (Ontario) Inc. NE SPC II LP
NR618372	2022/06/27	Charge	\$100,000,000	Aleafia Farms Inc.	Computershare Trust Company of Canada
NR618373	2022/06/27	No Assgn Rent Gen		Aleafia Farms Inc.	Computershare Trust Company of Canada

NR643871	2023/06/12	Transfer of Charge		Next Edge General Partner (Ontario) Inc. NE SPC II LP	Red White & Bloom Brands Inc.
NR643873	2023/06/12	No Assgn Rent Gen		Next Edge General Partner (Ontario) Inc. NE SPC II LP	Red White & Bloom Brands Inc.

Schedule “E”

Permitted Encumbrances, Easements and Restrictive Covenants related to the Purchased Assets (unaffected by the Approval and Vesting Order)

Any of the following encumbrances:

GENERAL ENCUMBRANCES

1. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any royalties, mines and minerals in the Crown or in any other person.
2. Subdivision agreements, site plan control agreements, development agreements, heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport zoning regulations and other similar agreements with Governmental Authorities or private or public utilities affecting the development or use of any Lands.
3. Rail siding agreements or facility, cost sharing, servicing, reciprocal use or other similar agreements.
4. Any easements, servitudes, or rights-of-way in favour of any Governmental Authority, any private or public utility, any railway company or any adjoining owner.
5. Any unregistered easements, servitudes, rights-of-way or other unregistered interests or claims not disclosed by registered title in respect of the provision of utilities to the Lands.
6. Any rights of expropriation, access or use or any other similar rights conferred or reserved by applicable law.
7. Encumbrances for real or immovable property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Lands that have accrued but are not yet due and owing or, if due and owing, are adjusted for on Closing.
8. Restrictive covenants, private deed restrictions and other similar land use control agreements.
9. Minor encroachments by the Buildings/Purchased Assets over neighbouring lands and/or permitted under agreements with neighbouring landowners and minor encroachments over

the Lands by improvements of neighbouring landowners and/or permitted under agreements with neighbouring landowners.

10. The provisions of all applicable laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Lands.
11. The exceptions and qualifications contained in Section 44(1) of the Land Titles Act (Ontario) (other than paragraphs 4, 6 and 11).
12. Security given to a public utility or any municipality or governmental or other public authority when required by the operations of the Lands in the ordinary course of business, including, without limitation, the right of the municipality to acquire portions of the Lands for road widening or interchange construction and the right of the municipality to complete improvements, landscaping or remedy deficiencies in any pedestrian walkways or traffic control or monitoring to be provided to the Lands.
13. Any minor title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Lands which would be disclosed by an up-to-date plan of survey, real property report, certificate of location, or technical description.
14. Permits, licenses, agreements, servitudes, easements, (including, without limitation, heritage easements and agreements relating thereto), restrictions, restrictive covenants, options, rights-of-way, public ways, rights in the nature of an easement or servitude and other similar rights in land granted to or reserved by other persons (including, without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, rights-of-way, sidewalks, public ways, and rights in the nature of easements or servitudes for sewers, drains, steam, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) (other than those described in items 4 and 5 of this Schedule) which do not materially impair the current use, operation or marketability of the Lands.
15. Undetermined or inchoate liens incidental to construction, renovations or current operations, a claim for which shall not at the time have been registered against the Lands or of which notice in writing shall not at the time have been given to the Seller pursuant to the Construction Act (Ontario) or similar legislation, and in respect of any of the foregoing

cases, the Seller has, where applicable, complied with the holdback or other similar provisions or requirements of the relevant construction contracts.

16. Any reference plans or plans registered pursuant to the Boundaries Act (Ontario).
17. Any unregistered interests in the Lands of which the Purchaser has actual notice.
18. All rights of first refusal, option to purchase or similar rights relating to the Lands.
19. All instruments which are registered against title to Lands: (i) as of the date that is one (1) Business Days prior to the date of execution of this Agreement, including the Specific Encumbrances listed below; or (ii) otherwise agreed to by the Purchaser; or (iii) permitted by this Schedule "E", except for those encumbrances to be vested off pursuant to Schedule "D" hereto.

SPECIFIC ENCUMBRANCES

1. Instrument No. RO437966 registered on October 15, 1981 and being an Agreement re: Easement to The Corporation of the Town of Grimsby.
2. Instrument No. NR529869 registered on December 12, 2019 and being a Transfer Easement from Aleafia Farms Inc. to Grimsby Power Incorporated.
3. Instrument No. NR262008 registered on February 16, 2011 and being a Bylaw for Public Highway from The Regional Municipality of Niagara
4. Instrument No. NR384106 registered on June 19, 2015 and being a Notice from The Corporation of the Town of Grimsby.

IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Court File No.: CV-23-00703350-00CL

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

Proceedings commenced at Toronto, Ontario

APPROVAL AND VESTING ORDER

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Lawyers for the Applicants

This is Exhibit "I" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023



Commissioner for Taking Affidavits



Court File No. CV-23-00703350-00CL

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

THE HONOURABLE)
)
JUSTICE CONWAY) MONDAY, THE 30TH DAY
)
) OF OCTOBER, 2023

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

AND IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA
HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM
REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION,
ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL
INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Applicants

**ORDER
(APPROVAL AND REVERSE VESTING ORDER)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things: (a) approving the amended and restated stalking horse asset purchase and subscription agreement dated as of October 24, 2023 (the "**Amended and Restated Stalking Horse Agreement**") entered into between Aleafia Health Inc. ("**Aleafia Health**"), Emblem Cannabis Corporation ("**ECC**"), Canabo Medical Corporation ("**Canabo**"), Aleafia Retail Inc. ("**Aleafia Retail**", and collectively with ECC and Canabo, the "**Companies**"), as sellers, Red White & Bloom Brands Inc. ("**RWB**") and RWB (PV) Canada Inc., a wholly-owned subsidiary of RWB (the "**Purchaser**"), as purchaser, and the transactions contemplated therein (the "**Transactions**"); (b) adding 1000682692 Ontario Inc. ("**Residual Co.**") as an Applicant to these CCAA proceedings (the "**CCAA Proceedings**"); (c) transferring and vesting all of the right, title and interest of the Companies, Growwise Health Limited ("**Growwise**"), Aleafia Inc. ("**Aleafia**") and Aleafia Farms

Inc. (“**Aleafia Farms**” and, collectively with the Companies, Growwise and Aleafia, the “**Purchased Entities**”) in and to the Excluded Assets and Excluded Liabilities (each as defined in the Amended and Restated Stalking Horse Agreement) to and in Residual Co.; (d) transferring and vesting all of the right, title and interest of Aleafia Health in and to the Purchased IP (as defined in the Amended and Restated Stalking Horse Agreement) to and in the Purchaser free and clear of all Claims and Encumbrances (each as defined below); (e) authorizing and directing the Companies to issue the Purchased Shares (as defined in the Amended and Restated Stalking Horse Agreement), and vesting in and to the Purchaser, all right, title and interest in and to the Purchased Shares, free and clear of any Claims and Encumbrances; (f) terminating and cancelling all of the Equity Interests (as defined in the Amended and Restated Stalking Horse Agreement) of each of the Companies other than the Purchased Shares for no consideration; and (g) granting certain ancillary relief, was heard by videoconference on October 27, 2023.

ON READING the Motion Record of the Applicants, including the affidavit of Patricia Symmes-Rizakos sworn October 20, 2023 (the “**Patricia Affidavit**”) and the Exhibits thereto, the Third Report of KSV Restructuring Inc. (“**KSV**”), in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”) dated October 25, 2023 (the “**Third Report**”), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for RWB, and counsel for those other parties appearing as indicated by the Participant Information Form, no one appearing for any other party, although duly served as appears from the affidavit of service of Cristian Delfino, as filed,

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings given to them in the Amended and Restated Stalking Horse Agreement and the Order of Justice Conway dated August 22, 2023 made in these CCAA proceedings, as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS** that the Amended and Restated Stalking Horse Agreement and the Transactions, be and are hereby approved and that the execution of the Amended and Restated Stalking Horse Agreement by each of the Companies and Aleafia Health is hereby authorized and approved, with such minor amendments as the parties thereto may deem necessary with the approval of the Monitor. The Companies and Aleafia Health are hereby authorized and directed to perform their obligations under the Amended and Restated Stalking Horse Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the cancellation of the Equity Interests and the issuance of the Purchased Shares to the Purchaser.

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

5. **THIS COURT ORDERS** that upon the delivery of the Monitor's certificate (the "**Monitor's Closing Certificate**") to the Companies, Aleafia Health and the Purchaser (the "**Closing Time**"), substantially in the form attached as **Schedule "A"** hereto, the following shall occur and shall be deemed to have occurred at the Closing Time in the following sequence:

- (a) first, all Aleafia Health's right, title and interest in and to the Purchased IP shall vest absolutely and exclusively in the Purchaser, or to any of the Purchased Entities as the Purchaser may otherwise direct;
- (b) second, all of the Purchased Entities' right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in Residual Co., with all applicable Claims and Encumbrances continuing to attach to the Excluded Assets and to the Cash Consideration in accordance with paragraph 9 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;

- (c) third, all Excluded Liabilities shall be channeled to, assumed by and vested absolutely and exclusively in Residual Co., such that the Excluded Liabilities shall become the obligations of Residual Co., and shall no longer be obligations of the Purchased Entities and all of the Purchased Entities' respective assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate, including property held in trust for the Purchased Entities (the "**Purchased Entities' Property**"), shall be and are hereby forever released and discharged from such Excluded Liabilities and all Claims and all Encumbrances affecting or relating to the Purchased Entities' Property are to be expunged and discharged as against the Purchased Entities' Property;
- (d) fourth, in consideration for a portion of the Purchase Price, the Companies shall issue the Purchased Shares to the Purchaser, and all of the right, title and interest in and to the Purchased Shares shall vest absolutely in the Purchaser, and the Purchased Entities' Property, other than the Excluded Assets, will be retained by the Purchased Entities, free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court in the CCAA Proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal

property registry systems; and (iii) any charges, security interests or claims evidenced by registrations pursuant to the *Land Titles Act* (Ontario), the *Registry Act* (Ontario), the *Land Registration Reform Act* (Ontario) or any other real property or real property related registry or recording system (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances listed on **Schedule “B”** hereto);

- (e) fifth, all Equity Interests of the Companies outstanding prior to the issuance of the Purchased Shares, including all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person (as defined below) which are convertible or exchangeable for any securities of the Companies or which require the issuance, sale or transfer by the Companies, of any shares or other securities of the Companies and/or the share capital of the Companies, or otherwise relating thereto, shall be deemed terminated and cancelled without consideration and the only Equity Interests of the Companies that shall remain shall be the Purchased Shares; and
- (f) lastly, the Purchased Entities shall be deemed to cease being Applicants in these CCAA Proceedings, and the Purchased Entities shall be deemed to be released from the purview of the Initial Order 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.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Closing Certificate, forthwith after delivery thereof in connection with the Transactions.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Companies, Aleafia Health and the Purchaser regarding the satisfaction or waiver of conditions to

closing under the Amended and Restated Stalking Horse Agreement and shall have no liability with respect to delivery of the Monitor's Closing Certificate.

8. **THIS COURT ORDERS** that upon delivery of the Monitor's Closing Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Purchased Entities, Aleafia Health, the Purchased Entities' Property, the Purchased IP or the Excluded Assets (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and a copy of this Order as though they were originals and to register such transfers and interest authorizations as may be required to give effect to the terms of this Order and the Amended and Restated Stalking Horse Agreement. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interest against any of the Purchased Entities' Property and the Purchased IP and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations on the Purchased Entities' Property, the Purchased IP and the Excluded Assets, as applicable.

9. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the Closing Time, subject to the funding of the Priority Payment Amount and the CCAA Process Expense Amount, all Claims and Encumbrances transferred, assumed, released, expunged and discharged pursuant to paragraph 5 hereof, including against the Purchased Entities, the Purchased Entities' Property, the Purchased IP, the Purchased Shares and the Equity Interests shall attach to the Excluded Assets with the same nature and priority as they had immediately prior to the Transactions as if the Transactions had not occurred.

10. **THIS COURT ORDERS** that, pursuant to clause 7(3) (c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Purchased Entities or the Monitor, as the case may be, are authorized, permitted and directed to, at the Closing Time, disclose to the Purchaser, all human resources and payroll information in the Purchased Entities' records pertaining to past and current employees of the Purchased Entities. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall

be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Purchased Entities.

11. **THIS COURT ORDERS** that, at the Closing Time and without limiting the provisions of paragraph 5 hereof, the Purchaser, the Purchased Entities, and the Monitor shall be deemed released from any and all claims, liabilities, (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to the Purchased Entities, provided, as it relates to the Purchaser and the Purchased Entities, such release shall not apply to (a) Taxes in respect of the business and operations conducted by the Purchased Entities after the Closing Time; or (b) Taxes expressly assumed as Retained Liabilities pursuant to the Amended and Restated Stalking Horse Agreement, including without limiting the generality of the foregoing, all Taxes that could be assessed against the Purchaser or the Purchased Entities (including their affiliates and any predecessor corporations) pursuant to sections 160 and 160.01 of the *Income Tax Act*, R.S.C. 1985 c. 1 (5th Supp.), or any provincial or foreign tax equivalent, in connection with the Purchased Entities. For greater certainty, nothing in this paragraph shall release or discharge any Claims with respect to Taxes that are transferred to Residual Co.

12. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Amended and Restated Stalking Horse Agreement (and, for greater certainty, excluding the Excluded Assets and Excluded Liabilities and contracts relating thereto), all contracts to which any of the Purchased Entities are a party at the time of delivery of the Monitor's Closing Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Closing Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the Closing Time and is not continuing that would have entitled such Person to enforce those rights or remedies

(including defaults or events of default arising as a result of the insolvency of any of the Purchased Entities);

- (b) the insolvency of any of the Purchased Entities or the fact that the Purchased Entities obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Amended and Restated Stalking Horse Agreement, the Transactions, the provisions of this Order, or any other Order of this Court in these CCAA proceedings; or
- (d) any transfer or assignment, or any change of control of any of the Purchased Entities arising from the implementation of the Amended and Restated Stalking Horse Agreement, the Transactions, or the provisions of this Order.

13. **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of the Purchased Entities or the Purchaser, in respect of any Retained Liabilities, (b) the designation of any Claim as a Retained Liability is without prejudice to any of the Purchased Entities' or the Purchaser's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the Amended and Restated Stalking Horse Agreement shall affect or waive the Purchased Entities' or the Purchaser's 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.

14. **THIS COURT ORDERS** that from and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of any of the Purchased Entities then existing or previously committed by any of the Purchased Entities, or caused by any one of the Purchased Entities, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, expressed or implied in any contract, or lease existing between such Person and any of the Purchased Entities (including for certainty, those contracts, or leases constituting the Purchased Entities' Property)

arising directly or indirectly from the filing by the Applicants under the CCAA and implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 12 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract, or a lease shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse any of the Purchased Entities or the Purchaser from performing their obligations under the Amended and Restated Stalking Horse Agreement, or be a waiver of defaults by any of the Purchased Entities or the Purchaser under the Amended and Restated Stalking Horse Agreement and the related documents.

15. **THIS COURT ORDERS** that, from and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Purchased Entities or the Purchaser relating in any way to or in respect of any Excluded Assets or Excluded Liabilities and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

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

- (a) the nature of the Retained Liabilities, as retained by the Purchased Entities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to Residual Co.;
- (c) any Person that prior to the Closing Time had a valid right or claim against any of the Purchased Entities under or in respect of any Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have an Excluded

Liability Claim against any of the Purchased Entities, but will have an equivalent Excluded Liability Claim against Residual Co. in respect of the Excluded Liability from and after the Closing Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against Residual Co.; and

- (d) any Person with an Excluded Liability Claim against Residual Co. following the Closing Time shall have the same rights, priority and entitlement as against Residual Co. as such Person, with an Excluded Liability Claim, had against the applicable Purchased Entities' entity prior to the Closing Time.

17. **THIS COURT ORDERS** that, as of the Closing Time:

- (a) Residual Co. shall be a company to which the CCAA applies; and
- (b) Residual Co. shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an "Applicant" shall refer to and include Residual Co.; and (ii) "Property" shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of Residual Co. (collectively the "**Residual Co. Property**"), and, for greater certainty, each of the Charges (as defined in the Initial Order), shall constitute a charge on the Residual Co. Property.

PRIORITY PAYMENT AMOUNT AND CCAA PROCESS EXPENSE AMOUNT

18. **THIS COURT ORDERS AND DIRECTS** that the Priority Payment Amount and the CCAA Process Expense Amount, as necessary, shall be distributed by the Purchased Entities from the cash on hand or, to the extent required, shall be paid by the Purchaser, to the Monitor in cash on the Closing Date, consistent with the Implementation Steps and in accordance with the terms of the Amended and Restated Stalking Horse Agreement.

19. **THIS COURT ORDERS AND DIRECTS** that the 126 Loan Amount shall be distributed to 126 by the Purchased Entities from the Cash Consideration paid by the Purchaser in cash on the Closing Date, consistent with the Implementation Steps and in accordance with the terms of the Amended and Restated Stalking Horse Agreement.

20. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these CCAA proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C 195, c. B-3, as amended (the “**BIA**”), in respect of Residual Co. and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Purchased Entities, Aleafia Health or Residual Co.;

the Amended and Restated Stalking Horse Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets and Excluded Liabilities in and to Residual Co., the issuance and vesting of the Purchased Shares in and to the Purchaser, the transfer and vesting of the Purchased IP in and to the Purchaser, any payment of the Priority Payment Amount and the CCAA Process Expense Amount by the Purchased Entities and any payments by or to the Purchaser, any of the Purchased Entities, Residual Co., or the Monitor authorized herein, or pursuant to the Amended and Restated Stalking Horse Agreement) shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Purchased Entities, Aleafia Health and/or Residual Co. and shall not be void or voidable by creditors of the Purchased Entities, Aleafia Health or Residual Co., as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal, provincial or foreign legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

MONITOR

21. **THIS COURT ORDERS** that nothing in this Order, including the release of the Purchased Entities from the purview of these CCAA Proceedings pursuant to paragraph 5(f) hereof and the addition of Residual Co. as an Applicant in these CCAA Proceedings, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and KSV 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 Initial Order, any other Orders in these CCAA proceedings or otherwise, including all approval, protections and stays of proceedings in favour of KSV in its capacity as Monitor, all of which are expressly continued and confirmed.

22. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

23. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (a) be deemed to have taken part in the management or supervision of the management of the Purchased Entities, Aleafia Health or Residual Co. or to have taken or maintained possession or control of the business or property of any of the Purchased Entities, Aleafia Health or Residual Co., or any part thereof; or (b) be deemed to be in Possession (as defined in the Initial Order) of any property of the Purchased Entities, Aleafia Health or Residual Co. within the meaning of any applicable Environmental Legislation and Cannabis Legislation (each as defined in the Initial Order) or otherwise.

24. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, the Monitor, its employees and representatives are not and shall not be or be deemed to be, a director, officer, or employee of Residual Co. *de facto* or otherwise, and shall incur no liability as a result

of acting in accordance with this Order, other than any liability arising as a direct result of the gross negligence or wilful misconduct of the Monitor.

25. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of Residual Co.

RELEASES

26. **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, (a) the current directors, officers, employees, consultants, legal counsel and advisors of the Applicants; (b) the current directors, officers, employees, consultants legal counsel and advisors to Residual Co.; and (c) the Monitor and its legal counsel and their respective current 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 irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, duties, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) arising in connection with or relating to the CCAA Proceedings or any matters relating to the Purchased Entities' cannabis excise licenses for the period prior to the commencement thereof, the Amended and Restated Stalking Horse Agreement, the consummation of the Transactions, and/or any closing document, agreement, document, instrument, matter or transaction involving the Purchased Entities or Aleafia Health 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 Residual Co. or to any other entity and are extinguished, provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim (i) for fraud or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA, or (ii) against any current or former director or officer of any of the Applicants in respect of obligations or

liabilities that any such director or officer may have incurred in their capacity as director or officer prior to the commencement of these CCAA proceedings, except as expressly contemplated herein. For greater certainty, “current” in this paragraph refers to individuals who remain in their respective role(s) up to one day prior to closing of the Transactions, as applicable.

27. **THIS COURT ORDERS** that, effective upon the filing of the Monitor’s Closing Certificate, RWB in its capacity as the DIP Lender, and the Purchaser, in its capacity as Successful Bidder (collectively, the “**Other Released Parties**”) shall be deemed to be forever irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place following the commencement of these CCAA proceeding and prior to the filing of the Monitor’s Closing Certificate, undertaken or completed in connection with or pursuant to the terms of this Order and that relate in any manner whatsoever to the Amended and Restated Stalking Horse Agreement, the consummation of the Transactions, and/or any closing document, agreement, document, instrument, matter or transaction involving the Purchased Entities or Aleafia Health arising in connection with or pursuant to any of the foregoing (collectively, the “**Released Purchased Entities’ Claims**”), which Released Purchased Entities’ Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Other Released Parties.

28. **THIS COURT ORDERS** that notwithstanding any other provision of this Order, for any real property lease that is not excluded from the Transactions (“**Lease**”), the landlord of any such Lease shall be entitled to enforce all of its rights and remedies as against the tenant with respect to any breach of a non-monetary obligation under the Lease, if (a) such non-monetary breach under the Lease arises or continues after the Closing Time; (b) such non-monetary breach is capable of being cured; and (c) the tenant has failed to remedy the default after having received notice of such default pursuant to the terms of the Lease. Without limiting the foregoing, the landlord under the

Lease shall not rely on a notice of default sent prior to the filing of the Monitor's Closing Certificate ("**Prior Default Notice**") to terminate or otherwise enforce the terms of the Lease as against the tenant and any such Prior Default Notice shall be deemed unenforceable.

GENERAL

29. **THIS COURT ORDERS** that, having been advised of the provisions of Multilateral Instrument 61-101 "Protection of Minority Security Holders in Special Transactions" relating to the requirement for "minority" shareholder approval in certain circumstances, no meeting of shareholders or other holders of Equity Interests in each of the Purchased Entities or Aleafia Health is required to be held in respect of the Transactions, and accordingly, there is no requirement to send any disclosure document related to the Transactions, to such shareholders or other holders of Equity Interests.

30. **THIS COURT ORDERS** that in the event of a conflict between the terms of this Order and those of the Initial Order or any other Order of this Court, the provisions of this Order shall govern.

31. **THIS COURT ORDERS** that, following the Closing Time, the Purchaser and the Companies shall be authorized to take all steps as may be necessary to affect the discharge of the Claims and Encumbrances as against the Purchased Entities, the Purchased Shares, the Purchased IP, those Equity Interests of each of the Companies held by the Purchaser, and the Purchased Entities' Property.

32. **THIS COURT ORDERS** that, following the Closing Time, the title of these proceedings is hereby changed to

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

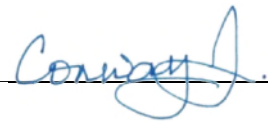
AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM REALTY
LTD., ALEAFIA BRANDS INC., 2672533 ONTARIO INC., 2676063 ONTARIO INC. and
1000682692 ONTARIO INC.

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

34. **THIS COURT ORDERS** that the Monitor, the Purchased Entities and Aleafia Health shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court, tribunal or administrative body whether in Canada, the United States, or elsewhere, for orders which aid and complement this Order. All courts, tribunals and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Purchased Entities, Aleafia Health and/or the Monitor as may be deemed necessary or appropriate for that purpose.

35. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Purchased Entities, Aleafia Health, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Purchased Entities, Aleafia Health and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Purchased Entities, Aleafia Health, the Monitor and their respective agents in carrying out the terms of this Order.

36. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. Prevailing Eastern time on the date hereof that it is made and is enforceable without any need for entry and filing.



SCHEDULE A
FORM OF MONITOR'S CLOSING CERTIFICATE

Court File No. CV-23-00703350-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA
HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM
REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION,
ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL
INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to the Initial Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List), (the "**Court**") dated July 25, 2023, as amended and restated on August 4, 2023, Aleafia Health Inc., Emblem Corp., Emblem Cannabis Corporation, Emblem Realty Ltd., Growwise Health Limited., Canabo Medical Corporation, Aleafia Inc., Aleafia Farms Inc., Aleafia Brands Inc., Aleafia Retail Inc., 2672533 Ontario Inc., and 2676063 Ontario Inc. (collectively, the "**Aleafia Group**") were granted protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and KSV Restructuring Inc. was appointed as the monitor of the Aleafia Group (in such capacity, the "**Monitor**").

B. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Approval and Reverse Vesting Order of this Court dated October 30, 2023 (the "**ARVO**").

C. Pursuant to the ARVO, the Court approved the Transactions contemplated by the Amended and Restated Stalking Horse Agreement dated October 24, 2023 between Aleafia Health Inc. ("**Aleafia Health**"), Emblem Cannabis Corporation ("**ECC**"), Canabo Medical Corporation ("**Canabo**"), Aleafia Retail Inc. ("**Aleafia Retail**", and collectively with ECC and Canabo, the

“**Companies**”), as sellers, and Red White & Bloom Brands Inc. (“**RWB**”) and RWB (PV) Canada Inc., a wholly-owned subsidiary of RWB solely for the purpose of constituting the stalking horse bid as purchaser (the “**Purchaser**”), as purchaser, and the transactions contemplated therein (the “**Transactions**”), and ordered, *inter alia*, that: (i) all of the Purchased Entities’ right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in Residual Co.; (ii) all of the Excluded Liabilities shall be transferred to, assumed by and vest in Residual Co.; (iii) all of Aleafia Health’s right, title and interest in and to the Purchased IP shall vest absolutely and exclusively in the Purchaser free and clear of and from any Claims and Encumbrances; and (iv) all of the right, title and interest in and to the Purchased Shares shall vest absolutely and exclusively in the Purchaser free and clear of and from any Claims and Encumbrances and terminating and cancelling all of the Equity Interests, which vesting, terminating and cancelling is to be effective upon the delivery by the Monitor to the Purchaser, the Companies and Aleafia Health of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from Aleafia Health, the Companies and the Purchaser that all conditions to closing have been satisfied or waived by the parties to the Amended and Restated Stalking Horse Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Priority Payment Amount and the CCAA Process Expense Amount.
2. The Monitor has received written confirmation from Aleafia Health, the Companies and the Purchaser, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived, as applicable, by the parties to the Amended and Restated Stalking Horse Agreement.
3. This Monitor’s closing certificate was delivered by the Monitor at Toronto on _____, 2023.

**KSV Restructuring Inc., in its capacity as
Monitor of the Aleafia Group and not in its
personal or corporate capacity.**

Per.: _____

Name:

Title:

SCHEDULE B PERMITTED ENCUMBRANCES

REAL PROPERTY

REAL PROPERTY GENERAL ENCUMBRANCES

With respect to the Scugog Property and Paris Property (together “the Property”, and each a “Property”):

1. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown.
2. Any registered or unregistered easements, servitudes, rights-of-way, licences, or restrictions, in favour of any governmental authority or public utility, that run with the land and other encumbrances and/or agreements with respect thereto including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables).
3. Any encroachments, minor defects or irregularities indicated on any survey of the Property;
4. Any subdivision agreements, site plan agreements, development agreements and any other agreements with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction registered on title to the Property.

SPECIFIC ENCUMBRANCES

Scugog Property

- Instrument No. N32525 registered on March 13, 1967 and being an Order designating areas of subdivision control under The Planning Act.
- Instrument No. DR685199 registered on February 4, 2008 and being an Application (General) amending the legal description from Audrey Gwendoline Metcalf.

Paris Property

- Instrument No. A331750 registered on August 13, 1987 and being an Agreement to the Town of Paris.

- Instrument No. A462029 registered on September 25, 1995 and being an Agreement re: Site Plan to Town of Paris.
- Instrument No. LT22629 registered on June 18, 2001 and being a Notice Agreement from The Corporation of the County of Brant.
- Instrument No. LT22633 registered on June 18, 2001 and being a Notice Agreement from The Corporation of the County of Brant.
- Instrument No. BC3838 registered on September 20, 2002 and being a Notice Agreement from The Corporation of the County of Brant.
- Instrument No. BC328156 registered on November 7, 2017 and being a Notice from Emblem Cannabis Corporation to The Corporation of the County of Brant.

PERSONAL PROPERTY

Aleafia Farms

- Security interests granted to Kubota Canada Ltd. in connection with the PPSA registration(s) bearing Reference File No(s).770485293 and 772809228
- Security interest granted to Linde Canada Inc. in connection with PPSA registration bearing Reference File No. 770909499

ECC

- Security interest granted to Evoqua Water Technologies Ltd. in connection with PPSA registration bearing Reference File No. 718574319
- Security interests granted to Ryder Material Handling ULC and Crown Lift Trucks ULC in connection with PPSA registration(s) bearing Reference File No(s). 762028083 and 787871862

IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Court File No. CV-23-00703350-00CL

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

Proceedings commenced at Toronto, Ontario

REVERSE APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Kyle Plunkett (LSO# 61044N)
Miranda Spence (LSO# 60621M)
Samantha Hans (LSO# 84737H)
Cristian Delfino (LSO # 87202N)

Lawyers for the Applicants

This is Exhibit “J” referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023



Commissioner for Taking Affidavits



Court File No.: CV-23-00703350-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) MONDAY, THE 30TH
)
JUSTICE CONWAY) DAY OF OCTOBER, 2023
)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

(collectively, the “**Applicants**”)

ORDER
(Ancillary Relief Order)

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C 1985, c. C-36, as amended (the “**CCAA**”) for an order, among other things: (i) extending the Stay Period (as defined in the Amended and Restated Initial Order made in these CCAA proceedings dated August 4, 2023) (the “**ARIO**”); (ii) approving Monitor’s Reports (as hereinafter defined) of KSV Restructuring Inc. (“**KSV**”), in its capacity as monitor of the Applicants (in such capacity, the “**Monitor**”) and the activities described therein; (iii) approving enhanced powers of the Monitor; (iv) authorizing the execution of the DIP Term Sheet Amendment (as defined below) and increasing the quantum of the DIP Lender’s Charge by \$1,400,000; (v) approving the key employee retention plan (the “**KERP**”); and (vi) approving the sealing of the Confidential Appendices to the Third Report of the Monitor dated October 25, 2023 (the “**Third Report**”), was heard by videoconference on October 27, 2023.

ON READING the Notice of Motion and the Motion Record, the affidavits of Patricia Symmes-Rizakos sworn July 24, 2023, July 26, 2023, and August 11, 2023, and the exhibits attached to each, the affidavit of Patricia Symmes-Rizakos sworn October 20, 2023 and the exhibits thereto (the “**Fourth Affidavit**”), the Third Report, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel to Red White & Bloom Brands Inc., and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the Affidavit of Service of Cristian Delfino, as filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the ARIO, the SISP Order made in these CCAA proceedings dated August 22, 2023, or the Approval and Reverse Vesting Order made in these CCAA proceedings dated October 30, 2023 (the “**Approval and Reverse Vesting Order**”), as applicable.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 14 of the ARIO) be and is hereby extended until and including November 30, 2023.

APPROVAL OF KEY EMPLOYEE RETENTION PLAN

4. **THIS COURT ORDERS** that the KERP described in the Fourth Affidavit and in the Third Report, the details of which are contained in the Confidential Appendices to the Third Report (the “**KERP**”), be and is hereby approved and the Applicants are authorized and directed to make payments in accordance with the terms thereof.
5. **THIS COURT ORDERS** that payments made by the Applicants pursuant to this Order in respect of the KERP do not and will not constitute preferences, fraudulent conveyances, transfers

at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SEALING

6. **THIS COURT ORDERS** that Confidential Appendices 1 and 2 to the Third Report be and are hereby sealed and shall not form part of the public record until the closing of the RWB Transactions and the Grimsby Transaction, respectively (terms as defined in the Third Report).

7. **THIS COURT ORDERS** that Confidential Appendix 3 to the Third Report be and is hereby sealed and shall not form part of the public record until further Order of this Court.

ENHANCED POWERS OF THE MONITOR

8. **THIS COURT ORDERS** that, in addition to the powers and duties of the Monitor set out in the ARIO, any other Order of this Court granted in these CCAA proceedings, the CCAA and applicable law, and without altering in any way the limitations and obligations of the Applicants as a result of these CCAA proceedings, effective upon the Monitor's delivery of the Monitor's Closing Certificate pursuant to the Approval and Reverse Vesting Order, the Monitor be and is hereby authorized and empowered, but not required, to:

- (a) cause the Applicants to take any and all actions and steps, and execute all agreements, documents and writings, in the name of or on behalf of, the Applicants, in order to facilitate the performance of any of their obligations, including, without limitation, as contemplated by the Amended and Restated Stalking Horse Agreement or the agreement of purchase and sale for the Grimsby Property, (including any post-closing matters relating to either of the foregoing), or any Order of this Court in these CCAA proceedings
- (b) execute administrative filings as may be required in the name of or on behalf of the Applicants;
- (c) exercise any powers which may be properly exercised by any board of directors or any officers of the Applicants;

- (d) engage, retain, or terminate the services of, or cause the Applicants to engage, retain or terminate the services of, any officer, employee, consultant, agent, representative, advisor, or other persons or entities, all under the supervision and direction of the Monitor, as the Monitor, in its sole opinion, deems necessary or appropriate to assist with the exercise of its powers and duties, and on terms as agreed to by the Monitor;
- (e) cause the Applicants to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down, dissolution or liquidation of the Applicants, the realization and/or sale of any of the Applicants' remaining assets and undertakings not transferred pursuant to or remaining with the Applicants following the Approval and Reverse Vesting Order or the Order (the "**Grimsby Approval Order**") of this Court approving the sale of the Grimsby Property (the "**Remaining Property**"), the distribution of any proceeds of the Remaining Property (the "**Proceeds**"), or any other related activities, including in connection with terminating these CCAA proceedings;
- (f) exercise any rights of the Applicants;
- (g) conduct, supervise and direct the continuation or commencement of any process or effort to recover any Property;
- (h) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the Applicants (including any governmental authority), in the name of or on behalf of the Applicants;
- (i) claim, or cause the Applicants to claim, any and all insurance refunds or tax refunds to which the Applicants are entitled in the name of or on behalf of the Applicants;
- (j) exercise any shareholder, partnership, joint venture or other rights of any of the Applicants;
- (k) access all books and records that are the property of the Applicants in the Applicants' possession or control;

- (l) file, or take such actions necessary for the preparation and filing of, in the name of or on behalf of the Applicants, (i) any tax returns, and (ii) the Applicants' employee-related remittances, T4 statements and records of employments for the Applicants' former employees, in either case, based solely upon the information in the Applicants' books and records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documents;
- (m) act as an authorized representative of the Applicants in respect of dealings with the Canada Revenue Agency ("CRA") or any other taxing authority, and the Monitor shall be hereby entitled to execute any appointment or authorization form on behalf of the Applicants that CRA or any other taxing authority may require in order to confirm the Monitor's appointment as an authorized representative for such purposes;
- (n) assign any of the Applicants, or cause any of the Applicants to be assigned, into bankruptcy, and KSV shall be hereby entitled but not obligated to act as trustee in bankruptcy of any Applicant or to engage a third party to act as trustee in bankruptcy of any Applicant;
- (o) pay from the Priority Payment Amount (as defined in the Amended and Restated Stalking Horse Agreement) and the CCAA Process Expense Amount (as defined in the Amended and Restated Stalking Horse Agreement), in the name of or on behalf of the Applicant or in its own name, as applicable, the amounts, fees, costs and expenses payable from the Priority Payment Amount and the CCAA Process Expense Amount pursuant to the Amended and Restated Stalking Horse Agreement;
- (p) apply to this Court for advice and directions or any further orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court, including for advice and directions with respect to any matter; and
- (q) take any steps reasonably incidental to the exercise by the Monitor of these powers or the performance of any statutory obligations.

PROTECTIONS OF THE MONITOR

9. **THIS COURT ORDERS** that, without limiting and subject to the provisions of the ARIO, the Grimsby Approval Order and the Approval and Reverse Vesting Order, the Applicants shall remain in possession and control of the Remaining Property and the Proceeds, and the Monitor shall not take, or be deemed to have taken, possession or control of the Remaining Property or the Proceeds, or any parts thereof.

10. **THIS COURT ORDERS** that nothing in this Order, and nothing done by the Monitor in carrying out its duties hereunder, shall result in, or be deemed to result in, the Monitor being an employer, successor employer, responsible person, operator, officer, director, employee, receiver, trustee (unless assignments in bankruptcy are filed as contemplated by paragraph 7(n) hereof), assignee, liquidator, administrator, legal representative, receiver-manager or agent of the Applicants or the Remaining Property, in each case, within the meaning of any statute, regulation or rule of law, or equity, for any purpose whatsoever, that any distributions or payments by the Applicants made with the approval, assistance or by the Monitor on behalf of the Applicants will be deemed to have been made by the Applicants.

11. **THIS COURT ORDERS** that without limiting paragraph 9 hereof, the Monitor shall not, as a result of this Order, or anything done pursuant to its powers pursuant to this Order, be deemed to occupy or to take control, care, charge, possession or management of any of the Remaining Property (a) pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing and distribution of cannabis or cannabis products including, without limitation, under the Cannabis Legislation, and (b) that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Environmental Legislation; provided however, if the Monitor is nevertheless found to be in possession of any Remaining Property, then the Monitor shall be deemed to be a person who has been lawfully appointed to take, or has lawfully taken, possession or control of such Remaining Property for the purposes of section 14.06(1.1)(c) of the BIA and shall be entitled to

the benefits and protections in relation to the Applicants and such Remaining Property as provided by section 14.06(2) of the BIA to a “trustee” in relation to an insolvent person and its property.

12. **THIS COURT ORDERS** that (a) without limiting the provisions of the ARIO, all employees and consultants of any of the Applicants as at the delivery of the Monitor’s Closing Certificate pursuant to the Approval and Reverse Vesting Order shall remain employees or consultants of the applicable Applicants until such time as the Applicants at the direction of the Monitor, may terminate the employment of such employees or other contractual or consulting arrangements; (b) the Monitor shall not be liable for any employee-related liabilities of the Applicants, including any successor employer liabilities as provided for in Section 11.8(1) of the CCAA; and (c) nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee related liabilities of the Applicants, including wages, severance pay, termination pay, vacation pay, and pension, retirement or benefit obligations, or amounts, in each case whether arising under statute, contract, collective bargaining agreement, common law or otherwise.

13. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA, as an officer of this Court or otherwise at law, the Monitor and its legal counsel shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the ARIO and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in the fulfillment of its duties, carrying out the provisions of this Order and exercising any powers granted to it hereunder. Nothing in this Order shall derogate from the powers of the Monitor as provided in the CCAA, the ARIO and the other Orders of this Court in the CCAA proceedings. Without limiting the generality of the foregoing, in exercising any powers granted to it hereunder: (a) the Monitor shall not be deemed to have taken or maintained possession or control of the Remaining Property, the Proceeds or any part of either of the foregoing; (b) the Monitor shall be entitled to rely on the Applicants’ books and records without independent investigation; and (c) the Monitor shall incur no liability or obligation as a result of exercising any powers granted to it hereunder, save and except for any gross negligence or wilful misconduct on its part, and the Monitor shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any person from and after the date of this Order, save and except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on its part.

14. **THIS COURT ORDERS** that the powers and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants with respect to such matters and, in the event of a conflict between the terms of this Order and those of the ARIO or any other Order of this Court, the provisions of this Order shall govern.

COOPERATION WITH THE MONITOR

15. **THIS COURT ORDERS** that the Applicants and their respective advisors and their current and former officers, directors, employees, agents and representatives shall co-operate with the Monitor in the exercise of its powers pursuant to this Order or any other Order of this Court in these CCAA proceedings, and shall provide the Monitor and the Applicants with such assistance as the Monitor or the Applicants may request from time to time to enable the Monitor to carry out and discharge its powers as set out in this Order or any other Order of this Court in these CCAA proceedings; provided, however, that in the case of the Applicants' former employees that are, at the time of any such requests for assistance or information by the Applicants or the Monitor, current employees of the Purchaser, subject to further order of the Court, such co-operation and requests will be limited to reasonable requests for information or assistance that will not reasonably be expected to materially interfere with the day-to-day duties or activities of such employee for the Purchaser, shall not cause or potentially cause liability to the Purchaser (including in respect of any indemnification of or responsibility for the employees in question) and shall be at the Applicants' sole expense

APPROVAL OF MONITOR'S REPORTS AND ACTIVITIES

16. **THIS COURT ORDERS** that the Pre-Filing Report of the Proposed Monitor dated July 24, 2023, the First Report of the Monitor dated August 1, 2023, the Second Report of the Monitor dated August 17, 2023, and the Third Report (collectively, the "**Monitor's Reports**"), and the actions, conduct and activities of the Monitor referred to therein, be and are hereby approved; provided, however, that only KSV, in its capacity as Monitor and in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

DIP AMENDMENT

17. **THIS COURT ORDERS** that the execution by the Applicants of an amendment to the DIP Term Sheet (the “**DIP Term Sheet Amendment**”), a copy of which is attached as Appendix “F” to the Third Report, is hereby authorized and approved, and the Applicants are hereby authorized and empowered to borrow up to an additional \$1,400,000 pursuant to and under the terms of the DIP Term Sheet Amendment.

18. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such Definitive Documents (as defined in the ARIO), as are contemplated by the DIP Term Sheet Amendment or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

19. **THIS COURT ORDERS** that the priority granted in paragraph 38 of the ARIO of Mr. Justice Penny dated August 4, 2023, shall apply to the DIP Term Sheet Amendment and the DIP Lender’s Charge and all amounts advanced to the Applicants pursuant to the DIP Term Sheet Amendment. The total DIP Lender’s Charge shall not exceed \$8,000,000.

GENERAL

20. **THIS COURT ORDERS** that each of the Applicants or the Monitor may, from time to time, apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties under this Order or in the interpretation of this Order.

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

22. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Germany or in Australia, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative

bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants 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 Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

23. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

24. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without the need for entry or filing.



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36*, AS AMENDED, AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Applicants

Court File No. CV-23-00703350-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(Ancillary Relief Order)

AIRD & BERLIS LLP

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181 Bay Street

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Tel: 416.863.1500

Fax: 416.863.1515

Lawyers for the Applicants

This is Exhibit "K" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023



Commissioner for Taking Affidavits

SECOND AMENDMENT TO AMENDED AND RESTATED DIP FACILITY TERM SHEET

Dated: November 21, 2023.

RECITALS:

- A. Aleafia Health Inc., Emblem Cannabis Corporation and Aleafia Farms Inc. (collectively, and on a joint and several basis, the “**Borrowers**” and each a “**Borrower**”), as borrowers, the Borrowers, Growwise Health Limited, Emblem Realty Ltd., Emblem Corp., Canabo Medical Corporation (“**Canabo**”), Aleafia Brands Inc., Aleafia Retail Inc., 2672533 Ontario Inc., 2676063 Ontario Inc. and Aleafia Inc. (collectively, the “**Guarantors**”), as guarantors, and Red White & Bloom Brands Inc. (“**RWB**” or the “**DIP Lender**”, as the context dictates), as lender, entered into a DIP facility term sheet dated as of July 24, 2023 (the “**Original DIP Facility Term Sheet**”);
- B. The Original DIP Facility Term Sheet was amended and restated by the parties pursuant to the terms of an amended and restated DIP facility term sheet dated as of July 24, 2023 (as amended pursuant to a first amendment to amended and restated DIP facility term sheet dated October 24, 2023, the “**DIP Facility Term Sheet**”) pursuant to which the DIP Lender agreed to increase the maximum amount of the DIP Facility to \$8,000,000;
- C. On or about November 3, 2023, the Monitor wired CDN\$3,145,279.50 to the DIP Lender to partially repay and permanently reduce the outstanding advances under the DIP Facility (the “**Partial Repayment**”);
- D. Following the Partial Repayment, the DIP Lender agreed to make a one time discretionary advance of \$411,000 under the DIP Facility to fund a director and officer insurance premium;
- E. The Applicants require additional funds for their operating expenses and an extension of the Maturity Date (as defined in the DIP Facility Term Sheet); and
- F. Subject to the terms and conditions contained herein (this “**Amendment**”), the parties hereto have agreed to amend the DIP Facility Term Sheet on the terms and conditions set out below.

NOW THEREFORE in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

- 1.1 **Use of Defined Terms.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Amendment, including its preamble and

recitals, have the meanings provided in the DIP Facility Term Sheet, as amended by this Amendment, as applicable.

2. AMENDMENTS TO DIP FACILITY TERM SHEET

2.1 **Amendments.** Subject to the satisfaction of each of the conditions to effectiveness set forth in this Amendment, the parties agree that:

2.1.1 despite the reference in the DIP Facility Term Sheet to the DIP Facility as a non-revolving DIP Facility, the Borrowers shall be entitled to re-borrow amounts under the DIP Facility, up to and not exceeding the Maximum Amount thereof, but subject always to the satisfaction of all other conditions to DIP Advances under the DIP Facility Term Sheet, including, without limitation, the DIP Lender's satisfaction with the Updated Cash Flow Projections delivered to the DIP Lender in connection with the execution of this Amendment;

2.1.2 paragraph (a) of the heading "Maturity Date" shall be deleted in its entirety and replaced with "(a) December 15, 2023;"; and

2.1.3 paragraph (c) of the heading "Maturity Date" shall be deleted in its entirety and replaced with "(c) the closing of the transactions contemplated pursuant to the amended and restated stalking horse asset purchase and subscription agreement entered into among, the Borrowers, Canabo, RWB and RWB (PV) Canada Inc., made as of October 24, 2023, as the same may be amended from time to time in accordance with its terms."

3. REPRESENTATIONS AND WARRANTIES

3.1 **Representations.** Each of the Obligors represents and warrants to the DIP Lender that, as of the date hereof (after giving effect to this Amendment):

3.1.1 This Amendment has been duly authorized, executed and delivered by each of the Obligors;

3.1.2 This Amendment constitutes a legal, valid and binding obligation of each of the Obligors, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other applicable laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

3.1.3 The representations and warranties set forth in the DIP Facility Term Sheet and the other DIP Credit Documentation are true and correct in all respects on and as of the date hereof as though made on and as of such date, unless stated to be made as of a specified date; and

3.1.4 No Default or Event of Default has occurred and is continuing.

4. **CONDITIONS**

4.1 **Conditions Precedent.** This Amendment shall become effective on the date upon which there has been receipt by the DIP Lender of the following (which conditions precedent are for the sole and exclusive benefit of the DIP Lender and may be waived by the DIP Lender):

4.1.1 A counterpart of this Amendment executed by each party hereto; and

4.1.2 Receipt by the DIP Lender of Updated Cash Flow Projections, in form and substance satisfactory to the DIP Lender in its discretion.

5. **GENERAL PROVISIONS**

5.1 **Headings Etc.** The including of headings in this Amendment is for convenience of reference only and does not affect the construction or interpretation hereof.

5.2 **Governing Law.** This Amendment is governed by and is to be construed and interpreted with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.3 **Assignment.** This Amendment enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

5.4 **Conflicts.** If, after the date of this Amendment, any provision of this Amendment is inconsistent with any provision of the DIP Facility Term Sheet, the relevant provision of this Amendment shall prevail.

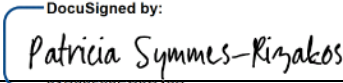
5.5 **DIP Credit Documentation.** This Amendment constitutes DIP Credit Documentation for all purposes under the DIP Facility Term Sheet.

5.6 **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This Amendment, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

- remainder of page intentionally left blank -

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the date first written above.

ALEAFIA HEALTH INC.

By: 
Name: _____
01B88568EC0C42B...

Title:

I have the authority to bind the corporation.

EMBLEM CANNABIS CORPORATION

By: 
Name: _____
01B88568EC0C42B...

Title:

I have the authority to bind the corporation.

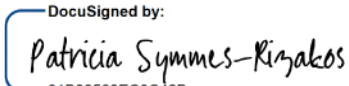
ALEAFIA FARMS INC.

By: 
Name: _____
01B88568EC0C42B...

Title:

I have the authority to bind the corporation.

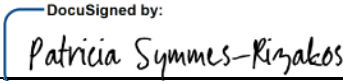
EMBLEM CORP.

By: 
Name: _____
01B88568EC0C42B...

Title:

I have the authority to bind the corporation.

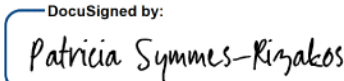
CANABO MEDICAL CORPORATION

By: 
Name: 01B88568EC0C42B...

Title:

I have the authority to bind the corporation.

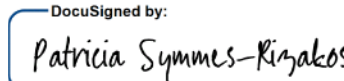
ALEAFIA INC.

By: 
Name: 01B88568EC0C42B...

Title:

I have the authority to bind the corporation.


EMBLEM REALTY LTD.

By: 
Name: 01B88568EC0C42B...

Title:

I have the authority to bind the corporation.

GROWWISE HEALTH LIMITED.

By: 
Name: 01B88568EC0C42B...

Title:

I have the authority to bind the corporation.

RED WHITE & BLOOM BRANDS INC.

By:

DocuSigned by:

Eddie Mattei

809110E9638D48D...

Name:

Title:

I have the authority to bind the corporation.

This is Exhibit "L" referred to in the Affidavit of Patricia Symmes-Rizakos sworn before me at
Toronto, Ontario, this 21st day of November, 2023



Commissioner for Taking Affidavits

**FIRST AMENDMENT
TO THE
AMENDED AND RESTATED STALKING HORSE ASSET PURCHASE AND
SUBSCRIPTION AGREEMENT**

DATED November 21, 2023

AMONG:

EMBLEM CANNABIS CORPORATION

-AND-

CANABO MEDICAL CORPORATION

-AND-

ALEAFIA RETAIL INC.

AS COMPANIES

-AND-

ALEAFIA HEALTH INC.

-AND-

RED WHITE & BLOOM BRANDS INC.

-AND-

RWB (PV) CANADA INC.

AS PURCHASER

CONTEXT:

- A. Aleafia Health, ECC, Canabo, Aleafia Farms, Aleafia Retail, RWB and the Purchaser entered into an amended and restated stalking horse asset purchase and subscription agreement dated as of October 24, 2023 (the “**Stalking Horse Agreement**”);
- B. The Parties have agreed, subject to the terms and conditions set out below, to amend the Stalking Horse Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Stalking Horse Agreement as provided herein:

Section 1 General

In this First Amendment (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Stalking Horse Agreement.

Section 2 To be Read with Stalking Horse Agreement

This First Amendment is an amendment to the Stalking Horse Agreement. Unless the context of this First Amendment otherwise requires, the Stalking Horse Agreement and this First Amendment shall be read together and shall have effect as if the provisions of the Stalking Horse Agreement and this First Amendment were contained in one agreement. The term “Agreement” when used in the Stalking Horse Agreement means the Stalking Horse Agreement as amended, restated, supplemented or modified from time to time.

Section 3 Amendments

- (a) Amendment to Section 11.1. The reference to “November 22, 2023” in Section 11.1(c) of the Stalking Horse Agreement is hereby deleted and replaced with “December 15, 2023”;
- (b) Amendment to Schedule 2.5. Schedule 2.5: Excluded Liabilities of the Stalking Horse Agreement is hereby amended by adding “except for Intercompany Debt (as such term is defined in the Implementation Steps Schedule hereof)” at the end of the first bullet point thereof; and
- (c) Amendment to Schedule 2.8. Schedule 2.8(B): Implementation Steps of the Stalking Horse Agreement is hereby deleted in its entirety and replaced with the Schedule 2.8(B) attached hereto as Schedule “A”.

Section 4 Continuance of Loan Documents

The Stalking Horse Agreement, as changed, altered, amended or modified by this First Amendment, is and shall continue in full force and effect and is hereby ratified and confirmed and the rights and obligations of all parties hereunder and thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein.

Section 5 Counterparts

This First Amendment may be executed and delivered by PDF via email or other generally accepted means of electronic execution and transmission and each of the parties hereto may rely on such signature as though such signature were an original signature. This First Amendment may be executed in any number of separate counterparts all of which when taken together shall constitute one and the same agreement.

Section 6 Governing Law

This First Amendment shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have executed this First Amendment as of the day and year first above written.

ALEAFIA HEALTH INC.

Per:

DocuSigned by:
Patricia Symmes-Kizakos
01B88568EC0C42B...

Name:

Title:

I have the authority to bind the corporation.

EMBLEM CANNABIS CORPORATION

Per:

DocuSigned by:
Patricia Symmes-Kizakos
01B88568EC0C42B...

Name:

Title:

I have the authority to bind the Corporation.

CANABO MEDICAL CORPORATION

Per:

DocuSigned by:
Patricia Symmes-Kizakos
01B88568EC0C42B...

Name:

Title:

I have the authority to bind the Corporation.

ALEAFIA RETAIL INC.

Per:

DocuSigned by:

Patricia Symmes-Kizakos

01B88568FC0C42B

Name:

Title:

I have the authority to bind the corporation.

RWB (PV) CANADA INC.

Per:

DocuSigned by:

Eddie Mattei

00911BE9638D49D...

Name:

Title:

I have the authority to bind the Corporation.

RED WHITE & BLOOM BRANDS INC.

Per:

DocuSigned by:

Eddie Mattei

00911BE9638D49D...

Name:

Title:

I have the authority to bind the Corporation

SCHEDULE "A"

Replacement Schedule 2.8(B): Implementation Steps

SCHEDULE 2.8(B)

IMPLEMENTATION STEPS

1. At least three (3) Business Days prior to the Closing Date, Aleafia Health shall form Residual Co. in accordance with the terms contained herein, in form satisfactory to the Purchaser, acting reasonably, and the directors thereof shall not include the directors or related parties of the Purchaser, and no such entity shall be a flow through entity for Canadian or U.S. tax purposes unless approved by the Purchaser.
 2. No less than five (5) days before the Closing Date, each Company shall obtain director and shareholder approval of their respective Articles of Amendment.
 3. No later than two (2) days prior to the Closing Date, the Companies shall file the Articles of Amendment with the applicable Governmental Authority.
 4. No later than two (2) days prior to the Closing Date, in respect of certain intercompany indebtedness identified by the Purchaser ("**Intercompany Debt**") owing by certain Purchased Entities (each an "**Identified Debtor**") to other Applicants (each an "**Identified Creditor**"):
 - a. the Identified Debtors and Identified Creditors shall cause the Intercompany Debt to be evidenced by promissory notes ("**Intercompany Promissory Notes**");
 - b. each Identified Debtor shall cause the incorporation and organization of a wholly-owned subsidiary (each a "**Subco**"), and the director thereof shall not include a director or related party of the Purchaser;
 - c. each Identified Creditor shall assign its right, title and interest in and to Intercompany Debt and Intercompany Promissory Note to the Identified Debtor's Subco in exchange for the payment of \$1 evidenced by a non-interest bearing demand promissory note; and
 - d. each Identified Debtor shall enter into a distribution and assumption agreement with its Subco as part of the winding-up of such Subco, pursuant to which the Intercompany Promissory Note held by such Subco will be distributed to such Identified Debtor and extinguished, and thereafter (which may not necessarily be prior to the Closing Date) such Identified Debtor shall cause the dissolution of such Subco;
- All documents required in connection with the foregoing shall be in form and substance satisfactory to the Purchaser.
5. No later than two (2) days prior to the Closing Date:
 - a. Aleafia Health shall cause the intercompany indebtedness it owes Aleafia to be evidenced by a promissory note and thereafter, Aleafia shall assign such indebtedness and promissory note to Aleafia Farms in exchange for the payment of \$1; and

- b. Aleafia Health shall cause the intercompany indebtedness it owes ECC to be evidenced by a promissory note and thereafter, ECC shall assign such indebtedness and promissory note to Aleafia Retail in exchange for the payment of \$1.
6. At least one (1) day prior to the Closing Date, the Purchaser and RWB shall have entered into an assignment of indebtedness and security agreement, pursuant to which the Senior Loan Agreement, DIP Facility Term Sheet and all security and ancillary documents granted in favour of RWB in connection with each of the Senior Loan Agreement and DIP Facility Term Sheet shall be assigned to the Purchaser.
7. One (1) day prior to the Closing Date, the Purchased Entities shall, to the extent they have not done so already, terminate all employees deemed to be Terminated Employees pursuant to Section 9.6.
8. One (1) day prior to the Closing Date, the Applicants (or, if the Applicants do not have sufficient availability under the DIP Facility, at Closing, the Purchaser) shall pay in full the outstanding fees and expenses of counsel to the Applicants, the Monitor and counsel to the Monitor up to the Closing Date; plus \$70,000 for the benefit of counsel to the Applicants in respect of post-Closing matters;
9. At Closing:
 - a. the Purchased IP shall vest in the Purchaser;
 - b. the Excluded Assets and the Excluded Liabilities shall be transferred from the Purchased Entities to Residual Co. and Residual Co. shall assume the Excluded Liabilities in consideration of the transfer of the Excluded Assets;
 - c. the Purchased Entities and Residual Co. shall deliver directions directing the Purchaser to pay the 126 Loan Amount to 126;
 - d. the Purchaser shall pay the 126 Loan Amount to 126, and deliver the Credit Bid Releases to the Applicants;
 - e. the Companies shall issue the Purchased Shares;
 - f. all outstanding Equity Interests in the Companies shall be cancelled; and
 - g. the Monitor shall deliver the Monitor's Certificate and hold the Administrative Expense Amount for the beneficiaries thereof.
9. Post Closing, each Identified Debtor shall prepare and execute a Form T2027 in respect of the settlement of the Intercompany Promissory Note on the wind-up of the Identified Debtor's Subco and file such form on or before the day on or before which the parent is required, under section 150 of the *Income Tax Act* (Canada) to file a tax return for the taxation year that includes the wind-up.

IN THE MATTER OF PLAN OF COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED., CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Court File No.: CV-23-00703350-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF PATRICIA SYMMES-RIZAKOS
(Sworn November 21, 2023)

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street
Suite 1800
Toronto, ON M5J 2T9

Kyle Plunkett (LSO# 61044N)
Miranda Spence (LSO# 60621M)
Samantha Hans (LSO# 84737H)
Cristian Delfino (LSO# 87202N)

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for the Applicants

TAB 4

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

B E T W E E N :

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., AND 2676063 ONTARIO INC.**

Applicants

**SERVICE LIST
(as of October 19, 2023)**

PARTY	CONTACT
<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p>Lawyers for the Applicants</p>	<p>Miranda Spence Tel: 416-865-3414 Email: mspence@airdberlis.com</p> <p>Kyle Plunkett Tel: 416-865-3406 Email: kplunkett@airdberlis.com</p> <p>Samantha Hans Tel: 437-880-6105 Email: shans@airdberlis.com</p> <p>Cristian Delfino Tel: 416-865-7748 Email: cdelfino@airdberlis.com</p>
<p>KSV RESTRUCTURING INC. 220 Bay Street, 13th Floor, PO Box 20, Toronto, ON M5J 2W4</p> <p>Monitor</p>	<p>Noah Goldstein Tel: 416-932-6207 Email: ngoldstein@ksvadvisory.com</p> <p>Murtaza Tallat Tel: 416-932-6031 Email: mtallat@ksvadvisory.com</p>

PARTY	CONTACT
<p>OSLER, HOSKIN & HARCOURT LLP 100 King Street West 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto, ON M5X 1B8</p> <p>Lawyers for the Monitor</p>	<p>Marc Wasserman Tel: 416-862-4908 Email: mwasserman@osler.com</p> <p>Martino Calvaruso Tel: 416-862-6665 Email: mcalvaruso@osler.com</p> <p>Ben Muller Tel: 416-862-5923 Email: bmuller@osler.com</p>
<p>GOWLING WLG (CANADA) LLP Suite 1600, 1 First Canadian Place 100 King Street West Toronto, ON M5X 1G5</p> <p>Lawyers for Red White & Bloom Brands Inc.</p>	<p>Virginie Gauthier Tel: 416-369-7256 Email: virginie.gauthier@gowlingwlg.com</p> <p>Kate Yurkovich Tel: 416-862-4342 Email: kate.yurkovich@gowlingwlg.com</p> <p>Cliff Prophet Tel: 416-862-3509 Email: clifton.prophet@gowlingwlg.com</p>
<p>MCCARTHY TÉTRAULT LLP 66 Wellington St W Suite 5300 Toronto, ON M5K 1E6</p> <p>Lawyers for 1260356 Ontario Limited and Royal Group Resources Ltd.</p>	<p>Jim Janetos Tel: 416-601-7711 Email: jjanetos@mccarthy.ca</p> <p>Sean Collins Tel: 403-260-3531 Email: scollins@mccarthy.ca</p> <p>Saneea Tanvir Tel: 416-601-8181 Email: stanvir@mccarthy.ca</p>
<p>BENNETT JONES LLP 3400 One First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4</p> <p>Lawyers for the Ad Hoc Committee of the Convertible Debentureholders</p>	<p>Sean Zweig Tel: 416-777-6254 Email: zweigs@bennettjones.com</p> <p>Josh Foster Tel: 416-777-7906 Email: fosterj@bennettjones.com</p>

PARTY	CONTACT
<p>COMPUTERSHARE TRUST COMPANY OF CANADA 1500 Robert-Bourassa Boulevard, Suite 700 Montreal, QC H3A 3S8</p>	<p>General Manager, Corporate Trust Services Email: NoticesCTmontreal@computershare.com</p>
<p>UNIFOR LEGAL DEPARTMENT 115 Gordon Baker Road Toronto, ON M2H 0A8</p> <p>Lawyers for Unifor Local 597</p>	<p>Anthony F. Dale Tel: (416) 495-3750 Email: Anthony.Dale@unifor.org</p> <p>Blake Scott Tel: (416) 495-3750 Email: Blake.scott@unifor.org</p> <p>Email Chan Email: Emily.Chan@unifor.org</p>
<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay Street, Suite 4000 Toronto ON M5L 1A9</p> <p>Lawyers for the Directors and Officers of Emblem Corp., Emblem Cannabis Corporation, Emblem Realty Ltd., Growwise Health Limited, Canabo Medical Corporation, Aleafia Inc., Aleafia Farms Inc., Aleafia Brands Inc., Aleafia Retail Inc., 2672533 Ontario Inc., and 2676063 Ontario Inc.</p>	<p>Chris Burr Tel: 416-863-3261 Email: chris.burr@blakes.com</p>
<p>DEOL & NAGPAL LAW FIRM LLP 55-80 Maritime Ontario Blvd Brampton, ON L6S 0E7</p> <p>Lawyers for Siva Selvan for a company to be later incorporated</p>	<p>Birdavinder S. Deol Email: deol@dnlawfirm.ca Tel: 905-796-0911</p>
Landlords/Tenants	
<p>55945 NEWFOUNDLAND AND LABRADOR LIMITED Elizabeth Centre 300-55 Elizabeth Avenue St. John's, NL A1A 1W9</p>	<p>Sandra Case Tel: 709-743-5288 Email: scase_landmark@icloud.com</p>

PARTY	CONTACT
RICHELIEU HARDWARE CANADA LTD. 975 Alness St. Toronto, ON M3J 2J1	Liron Tal Email: ltal@decotecinc.com
PURE INDUSTRIAL 2700 Laurier Boulevard, Suite 4260 Québec, QC, G1V 2L8 on behalf of 85 BASALTIC ROAD HOLDINGS ULC	Yohan Li Tel: 581-398-7305 Email: yli@pureindustriel.ca Andrée Lemay-Roux Email: alemayroux@pureindustriel.ca
Government / Securities Entities	
ATTORNEY GENERAL OF CANADA Department of Justice of Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1	Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca Edward Park Tel: 647-292-9368 Email: edward.park@justice.gc.ca Kelly Smith Wayland Tel: 647-533-7183 Email: kelly.smithwayland@justice.gc.ca
ONTARIO MINISTRY OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West, Oshawa, ON L1H 8H5	Email: Insolvency.Unit@ontario.ca
DEPARTMENT OF JUSTICE (BRITISH COLUMBIA) Legal Services Branch, Revenue & Taxation PO Box 9280 Stn Prov Govt Victoria, BC V8W 9J7	Email: servicebc@gov.bc.ca
DEPARTMENT OF JUSTICE (MANITOBA) Civil Legal Services 730 – 405 Broadway Winnipeg, MB R3C 3L6	Shelley Haner Tel: 202-792-6471 Email: shelley.haner@gov.mb.ca
MANITOBA FINANCE, TAXATION DIVISION 101 - 401 York Avenue Winnipeg MB R3C 0P8	Tel: 204-945-5603 Email: MBTax@gov.mb.ca

PARTY	CONTACT
SASKATCHEWAN MINISTRY OF FINANCE Room 312, 2405 Legislative Drive Regina, SK S4S 0B3	Tel: 306-787-6060 Email: fin.minister@gov.sk.ca
MINISTRY OF JUSTICE AND ATTORNEY GENERAL (SASKATCHEWAN) Room 355, 2405 Legislative Drive Regina, SK S4S 0B3	Tel: 306-787-5353 Email: jus.minister@gov.sk.ca
ALBERTA MINISTRY OF TREASURY BOARD OF FINANCE 9th Floor - 9820 107 Street Edmonton, Alberta T5K 1E7	Tel: 780-310-0000 Email: jsg.servicehmq@gov.ab.ca
ALBERTA MINISTRY OF JUSTICE Bowker Building 2nd Floor - 9833 109 Street NW Edmonton, AB T5K 2E8	Tel: 780-427-2711 Email: jsg.servicehmq@gov.ab.ca Copy to: Email: ministryofjustice@gov.ab.ca
ONTARIO SECURITIES COMMISSION 20 Queen Street West, 20th Floor Toronto, ON M5H 3S8	General Inquiries Email: inquiries@osc.gov.on.ca
OTC MARKETS GROUP 8300 Vesey Street, 12 th Floor New York NY 10282	Cecilia Schoenbaum Tel: 212-220-1964 Email: cecilia@otcmarkets.com
ALBERTA GAMING, LIQUOR AND CANNABIS COMMISSION 50 Corriveau Avenue St. Albert, AB T8N 3T5	Procurement Branch Email: procurement@aglc.ca Craig Smitten Email: craig.smitten@aglc.ca Larysa Palyniak Email: larysa.palyniak@aglc.ca

PARTY	CONTACT
<p>HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA BC Liquor Distribution Branch 3383 Gilmore Way, Burnaby, BC V5G 4S1</p>	<p>Jeff Ring Tel: 604-420-8241 Email: jeffrey.ring@bcldb.com</p> <p>Tel: 604-252-7400 Email: cannabis.vendor@bcldb.com</p>
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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALEAFIA HEALTH INC., EMBLEM CORP., EMBLEM CANNABIS CORPORATION, EMBLEM REALTY LTD., GROWWISE HEALTH LIMITED, CANABO MEDICAL CORPORATION, ALEAFIA INC., ALEAFIA FARMS INC., ALEAFIA BRANDS INC., ALEAFIA RETAIL INC., 2672533 ONTARIO INC., and 2676063 ONTARIO INC.

Court File No.: CV-23-00703350-00CL

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

Proceedings commenced at Toronto

**MOTION RECORD OF THE APPLICANTS
(Returnable November 27, 2023)**

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