

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
MPX INTERNATIONAL CORPORATION, BIOCANNABIS PRODUCTS LTD.,
CANVEDA INC., THE CING-X CORPORATION, SPARTAN WELLNESS
CORPORATION, MPXI ALBERTA CORPORATION, MCLN INC., AND SALUS
BIOPHARMA CORPORATION**

Applicants

**AFFIDAVIT OF JEREMY BUDD
(Sworn October 18, 2022)**

I, Jeremy Budd, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. This affidavit is made in support of a motion brought by MPX International Corporation (“**MPXI**”), BioCannabis Products Ltd., Canveda Inc., The CinG-X Corporation, Spartan Wellness Corporation, MPXI Alberta Corporation, MCLN Inc., and Salus BioPharma Corporation (each individually, an “**Applicant**”, and collectively, the “**Applicants**”).

2. I am the Executive Vice President, Corporate Secretary and General Counsel of MPXI, which wholly-owns each of the other Applicants and which, directly or indirectly, wholly-owns or has an interest in several other non-Applicant affiliates¹ (each of the Applicants and the Non-

¹ The non-Applicant affiliates are: MPX Australia Pty Ltd.; MPXI UK Limited; MPXI Lesotho (Pty) Ltd.; Highland Farms (Pty) Ltd.; MPXI Malta Operations Limited; MPXI Malta Property Limited; Alphafarma Operations Limited; MPXI Malta Holding Limited; MPXI SA Pty Ltd.; First Growth Holding Pty Ltd.; Salus Bioceutical (Thailand) Co., Ltd.; Salus International Management Ltd.; Holyworld SA; and MPXI Labs SA (collectively, the “**Non-Applicant Stay Parties**”). MPXI understands that MPX Australia Pty Ltd. has since been de-registered from Australia’s corporate registry.

Applicant Stay Parties individually a “**MPXI Entity**” and collectively, the “**MPXI Entities**” or the “**Company**”). I am also a director of MPXI and each of the other Applicants, and a director/and or officer of several of the other MPXI Entities. As such, I have personal knowledge of the Company and the matters to which I depose in this affidavit. Where I have relied on other sources for information, I have so stated and I believe them to be true.

3. I swear this affidavit further to my affidavit sworn October 13, 2022 (the “**October 13 Affidavit**”) and in support of a motion by the Applicants for an order (the “**Stay Extension, DIP Amendment and Fee Approval Order**”), among other things: (i) extending the Stay Period to and including December 16, 2022; (ii) approving the DIP Amendment (as defined below); and (iii) approving the fees and disbursements of the Monitor and its counsel as detailed in the Third Report.

4. This affidavit should be read in conjunction with the October 13 Affidavit. All capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the October 13 Affidavit or the Amended and Restated Initial Order dated August 5, 2022 (the “**Amended and Restated Initial Order**”), as applicable.

I. THE DIP AMENDMENT

5. Pursuant to the Initial Order, the Court authorized and empowered the Applicants to obtain and borrow a credit facility from the DIP Lenders to finance the MPXI Entities’ working capital requirements and other general corporate purposes and capital expenditures. The Court also:

- (a) approved the DIP Term Sheet; and
- (b) granted the DIP Lenders’ Charge up to a maximum amount of \$1,200,000.

6. Pursuant to the Amended and Restated Initial Order, the DIP Lenders' Charge was subsequently increased to \$2,670,000, plus interest, fees and costs.

7. As a result of additional funding required to finance the operations of Salus Bioceutical (Thailand) Co., Ltd ("**Salus Bioceutical**") and to close the Potential Sale Transactions, the Applicants, in consultation with the Monitor and the DIP Lenders, have determined that the MPXI Entities will require additional funding under the DIP Term Sheet.

8. The Applicants, with the assistance of the Monitor, have prepared revised and extended consolidated cash flow projections that reflect the MPXI Entities' go-forward cash flow needs (the "**Revised Cash Flow Projection**"). I understand from the Monitor that the Revised Cash Flow Projection will be attached to the Third Report.

9. As part of their ongoing support for the MPXI Entities and the CCAA Proceedings, a steering committee of the DIP Lenders (on behalf of the DIP Lenders) have agreed to advance an additional \$450,000 pursuant to the First Amendment to the DIP Term Sheet entered into on October 17, 2022 (the "**DIP Amendment**"). It is expected that, prior to the return of this motion, \$350,000 will be advanced to Salus Bioceutical to fund its operations. A copy of the DIP Amendment is attached hereto as **Exhibit "A"**.

10. Pursuant to the terms of the DIP Amendment:

- (a) the credit facility (the "**Credit Facility**") available under the DIP Term Sheet will be increased by \$450,000 to a maximum amount of \$3,120,000;
- (b) the maturity date of the Credit Facility will be extended to the earlier of: (i) December 16, 2022; and (ii) the closing of the Credit Bid Transaction; and

- (c) the Applicants shall pay the DIP Lenders an extension fee of \$100,000, which shall be secured by the DIP Lenders' Charge and shall form part of the amount due under the Credit Facility.

11. In connection with the proposed DIP Amendment, the Applicants are seeking to supplement the relief sought under the Stay Extension and Fee Approval Order served on October 13, 2022.

12. In addition to the previous relief sought, the Stay Extension, DIP Amendment and Fee Approval Order now also seeks approval to enter into the DIP Amendment and an increase the quantum of the DIP Lenders' Charge to a maximum of \$3,120,000, plus interest, fees and costs. A copy of the proposed Stay Extension, DIP Amendment and Fee Approval Order is attached hereto as **Exhibit "B"**. A blackline comparison between the Stay Extension and Fee Approval Order served on October 13, 2022 and the Stay Extension, DIP Amendment and Fee Approval Order to be sought on October 17, 2022 is attached hereto as **Exhibit "C"**.

13. The DIP Amendment and the corresponding increase to the DIP Lenders' Charge are based on the go-forward funding needs of the MPXI Entities and will allow them to continue to operate in the ordinary course while the Potential Sale Transactions are negotiated and closed. It is a condition of the DIP Amendment (and the availability of funds thereunder) that the DIP Lenders' Charge be increased.

14. It is my view that the DIP Amendment is in the best interests of the MPXI Entities' stakeholders as it will provide the MPXI Entities' with the funds necessary to continue operations while the Potential Sale Transactions are negotiated and closed. This will provide significant benefit to the MPXI Entities' stakeholders.

15. Further, I understand that the Monitor, the DIP Lenders, and the Debentureholders are supportive of the proposed DIP Amendment. Importantly, now that the SISP has been completed, the only stakeholders with a remaining economic interest in the MPXI Entities are the DIP Lenders and the Debentureholders. The Monitor does not believe that any creditor will be materially prejudiced by the approval of the DIP Amendment or any other relief sought pursuant to the Stay Extension, DIP Amendment and Fee Approval Order.

II. UPDATE ON THE REVERSE VESTING TRANSACTION

16. As I noted in the October 13 Affidavit, the Applicants have been pursuing a share purchase transaction with a Qualified Bidder. On October 16, 2022, MPXI entered into a share purchase agreement with a Qualified Bidder for the sale of the shares of Canveda and certain related assets, which is to be implemented by way of reverse vesting order (the “**Reverse Vesting Transaction**”). The Applicants expect to serve materials in support of Court approval of the Reverse Vesting Transaction in the very near future. The Reverse Vesting Transaction contains a number of key conditions precedent to closing, including Court approval and Health Canada approval in respect of the change of control of Canveda’s cannabis license.

III. CONCLUSION

17. I believe that the additional relief sought in connection with the DIP Amendment and described herein is in the best interests of the MPXI Entities and their stakeholders. Further, the Monitor and the DIP Lenders are supportive of the relief sought pursuant to the Stay Extension, DIP Amendment and Fee Approval Order.

18. I swear this affidavit in support of the Applicants' motion for the Stay Extension, DIP Amendment and Fee Approval Order, and for no other or improper purpose.

SWORN BEFORE ME over)
videoconference on this 18th day of October)
2022. The affiant was located in the City of)
Toronto, in the Province of Ontario and the)
Commissioner was located in the City of)
Toronto, in the Province of Ontario. This)
affidavit was commissioned remotely as a)
result of COVID-19 and the declaration was)
administered in accordance with Ontario)
Regulation 431/20.)



Thomas Gray

A Commissioner for Oaths in and for the
Province of Ontario



Jeremy Budd

THIS IS EXHIBIT "A" REFERRED TO IN THE

AFFIDAVIT OF JEREMY BUDD

SWORN

THE 18th DAY OF OCTOBER 2022

A handwritten signature in black ink, appearing to be 'JE' with a long horizontal stroke extending to the right.

A Commissioner for taking affidavits, etc.

FIRST AMENDING AGREEMENT

This First Amending Agreement (this "**Amendment**") is entered into October 17, 2022

WHEREAS MPX International Corporation ("**MPXI**"), Salus BioPharma Corporation, Canveda Inc., Spartan Wellness Corporation, MCLN Inc., BioCannabis Products Ltd., MPXI Alberta Corporation and The CinG-X Corporation (collectively, the "**Borrowers**" and each, a "**Borrower**") commenced proceedings pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**");

AND WHEREAS on July 25, 2022, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued an initial order in respect of the Borrowers under the CCAA, which was subsequently amended and restated on August 4, 2022 (the "**Initial Order**");

AND WHEREAS the Initial Order, among other things, approved the Summary of Terms and Conditions, dated July 25, 2022 (as may be amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Term Sheet**") entered into by, among others, the Borrowers and the Lender (as defined in the Term Sheet);

AND WHEREAS the Guarantors executed and delivered to the Lender a guarantee, dated July 27, 2022 (the "**Guarantee**"), pursuant they guaranteed the obligations of the Borrowers to the Lender under, among other things, the Term Sheet;

AND WHEREAS the parties hereto wish to amend the Term Sheet on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Interpretation. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings assigned to them in the Term Sheet.
2. Amendments to the Term Sheet. The Term Sheet is hereby amended as follows:
 - (a) The Assignment Section is hereby amended by deleting the reference to "in an increment of not less than \$100,000".
 - (b) The Maturity Date is hereby extended to the earlier of: (i) December 16, 2022; and (ii) the closing of a credit bid transaction between the Debentureholders and/or the Debenture Trustee (as defined in the Debenture Indenture) and any one or more of the Borrowers.
 - (c) The Credit Facility is hereby increased to a maximum amount of CA\$3,120,000.00 or United States dollar equivalent.
 - (d) Schedule "D" is hereby deleted and replaced with the Schedule "D" attached hereto.

3. Conditions Precedent. The effectiveness of this Amendment is subject to the following conditions precedent being satisfied to the satisfaction of the Lender (or waived in writing):
 - (a) Court approval of this Amendment and the issuance of an Order of the Court increasing the DIP Charge to CA\$3,120,000.00 (plus interest, fees and costs); and
 - (b) Execution and delivery of this Amendment by each of the Borrowers and the Guarantors.

4. Extension Fee. The Borrowers shall pay the Lender an extension fee of CA\$100,000, which shall be secured by the DIP Charge and shall form part of the amount due under the Credit Facility.

5. Limited Effect. Except as expressly provided herein, all of the terms and provisions of the Term Sheet, the Security, the Guarantee, the DIP Charge and related documentation are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrowers and Guarantors. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Term Sheet or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrowers or the Guarantors that would require the waiver or consent of the Lender.

6. Representations and Warranties. The Borrowers and Guarantors hereby represent and warrant to the Lender that:
 - (a) The Borrowers and Guarantors are duly incorporated, organized and validly existing and in good standing under the laws of the jurisdiction of their incorporation.
 - (b) The Borrowers and Guarantors have taken all necessary corporate action to authorize the execution, delivery and performance of this Amendment.
 - (c) Subject to Court approval, this Amendment has been duly authorized, executed and delivered by the Borrowers and the Guarantors and constitutes a legal, valid and binding obligation of the Borrowers and Guarantors enforceable in accordance with its terms.
 - (d) Each of the representations and warranties made by the Borrowers and the Guarantors herein or in or pursuant to the Term Sheet is true and correct on and as of the date hereof.
 - (e) No Event of Default has occurred or will result from this Amendment.

7. Confirmation of Security. The Borrowers hereby confirm that the DIP Charge is and continues to be in full force and effect as continuing security for the payment and performance by them of all of their present and future indebtedness, liabilities and obligations to the Lender

now or hereafter arising under the Term Sheet and the Security, and the DIP Charge is enforceable against them by the Lender in accordance with the terms of the Term Sheet and the Initial Order.

8. Confirmation of Guarantees. The Guarantors hereby confirm that the Guarantee remains in full force and effect as a continuing guarantee of the Borrowers' present and future indebtedness, liabilities and obligations to the Lender under the Term Sheet, the DIP Charge, the Security and related documentation (all as more particularly set forth in the Guarantee), enforceable against the Guarantors in accordance with its terms and the Initial Order.

9. Successors and Assigns. This Amendment is binding upon and shall enure to the benefit of the parties and each of their respective permitted successors and permitted assigns.

10. Governing Law. All matters arising out of or relating to this Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province and the parties hereby attorn to the exclusive jurisdiction of the Court.

11. Counterparts and Electronic Execution. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Lender:

DAVID TAYLOR



Lender:

ALASTAIR CRAWFORD

Lender:

PUDDLES 7 LIMITED

Per: _____

Per: _____

Lender:

BRAHMA FINANCE (BVI) LIMITED

Per: _____

Per: _____

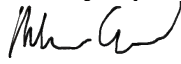
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Lender:

DAVID TAYLOR

Lender:

ALASTAIR CRAWFORD

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Lender:

PUDDLES 7 LIMITED

DocuSigned by:

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Per:

Name: Alastair Crawford
Title: Director

Per:

Lender:

BRAHMA FINANCE (BVI) LIMITED

Per:



Per:

Lender:

BROUGHTON LIMITED

Authorised Signatory, for and on behalf of said Directors Limited.

Per: _____



Per: _____



Lender:

DAVID NAYLOR-LEYLAND

Lender:

TIMOTHY SIMOND

Lender:

ADK HOLDINGS LLC

Per: _____

Per: _____

Lender:

BROUGHTON LIMITED

Per: _____

Per: _____

Lender:

DAVID NAYLOR-LEYLAND

Lender:

TIMOTHY SIMOND

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Timothy Simond
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Lender:

ADK HOLDINGS LLC

Per: _____

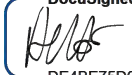
Per: _____

Lender:

ROBERT BOWMAN

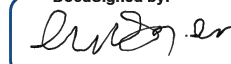
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ALEXANDER HUNTER

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MARK DYER

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Lender:

EAMONN MANSON

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Lender:

KEITH MARSDEN

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Keith Marsden
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Borrower:

MPX INTERNATIONAL CORPORATION

Per: 

Name: Jeremy Budd

Title: Executive Vice President, General Counsel
and Corporate Secretary

Borrower:

SALUS BIOPHARMA CORPORATION

Per:  Type text here

Name: Jeremy Budd

Title: Director

Borrower:

CANVEDA INC.

Per: 

Name: Jeremy Budd

Title: Director

Borrower:

SPARTAN WELLNESS CORPORATION

Per: 

Name: Jeremy Budd

Title: Director

Borrower:

MCLN INC.

Per:

Name:  _____
Jeremy Budd

Title: Director

Borrower:

MPXI ALBERTA CORPORATION

Per:

Name:  _____
Jeremy Budd

Title: Director

Borrower:

THE CING-X CORPORATION

Per:

Name:  _____
Jeremy Budd

Title: in his capacity as Executive Vice
President, General Counsel, Corporate
Secretary and a director of MPX
International Corporation, the sole
shareholder of The CinG-X Corporation

Borrower:

BIOCANNABIS PRODUCTS LTD.

Per:

Name:  _____
Jeremy Budd

Title: in his capacity as Executive Vice
President, General Counsel, Corporate
Secretary and a director of MPX
International Corporation, the sole
shareholder of BioCannabis Products Ltd.

Guarantor:

MPXI MALTA OPERATIONS LIMITED

Per: 

Name: Jeremy Budd

Title: Director

Guarantor:

MPXI MALTA PROPERTY LIMITED

Per: 

Name: Jeremy Budd

Title: Director

Guarantor:

ALPHAFARMA OPERATIONS LIMITED

Per: 

Name: Jeremy Budd

Title: Director

Guarantor:

MPXI MALTA HOLDING LIMITED

Per: 

Name: Jeremy Budd

Title: Director

Guarantor:

MPXI SA PTY LTD.

Per:  _____

Name: Jeremy Budd

Title: In his capacity as Executive Vice President, General Counsel, Corporate Secretary and a director of MPX International Corporation, the sole shareholder of MPXI Malta Holding Limited, the sole shareholder of MPXI SA Pty Ltd.

Guarantor:

FIRST GROWTH HOLDINGS PTY LTD.

Per:  _____

Name: Jeremy Budd

Title: Director

Guarantor:

MPX AUSTRALIA PTY LTD.

Per:  _____

Name: Jeremy Budd

Title: Director

Guarantor:


MPXI LESOTHO (PTY) LTD.

Per:  _____

Title: In his capacity as Executive Vice President, General Counsel, Corporate Secretary and a director of MPX International Corporation, the sole shareholder of MPXI Lesotho (Pty) Ltd.

HIGHLAND FARMS (PTY) LTD.

Guarantor:

Per: 
Name: Jeremy Budd
Title: In his capacity as Executive Vice President, General Counsel, Corporate Secretary and a director of MPX International Corporation, the shareholder of 90% of Highland Farms (Pty) Ltd.

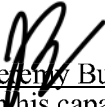
Guarantor:

MPXI UK LIMITED

Per: 
Name: Jeremy Budd
Title: Director

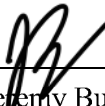
Guarantor:

HOLYWORLD SA

Per: 
Name: Jeremy Budd
Title: In his capacity as Executive Vice President, General Counsel, Corporate Secretary and a director of MPX International Corporation, the sole shareholder of Holyworld SA

Guarantor:

MPXI LABS SA

Per: 
Name: Jeremy Budd
Title: In his capacity as Executive Vice President, General Counsel, Corporate Secretary and a director of MPX International Corporation, the sole shareholder of Holyworld SA, the sole shareholder of MPXI Labs SA

SCHEDULE D**LENDERS**

Lender	Commitment Amount		
	Total (CAD)	First Advance (CAD)	Subsequent Advances¹ (CAD)
David Taylor	\$615,000	\$300,000	\$315,000
Alastair Crawford	\$615,000	\$300,000	\$315,000
Broughton Limited	\$615,000	\$300,000	\$315,000
Brahma Finance (BVI) Limited	\$615,000	\$300,000	\$315,000
David Naylor-Leyland	\$90,000	\$0	\$90,000
Alexander Hunter	\$208,000	\$0	\$208,000
Timothy Simond	\$46,250	\$0	\$46,250
ADK Holdings LLC	\$85,000	\$0	\$85,000
Mark Dyer	\$17,000	\$0	\$17,000
Eamonn Manson	\$17,000	\$0	\$17,000
Puddles 7 Limited	\$69,000	\$0	\$69,000
Robert Bowman	\$18,000	\$0	\$18,000
Keith Marsden	\$10,000	\$0	\$10,000
Total	CA\$3,020,250	CA\$1,200,000	CA\$1,820,250

¹ Further Subsequent Advances will be made in accordance with the Approved Budget Forecast and the terms of the Term Sheet. In the event of participation by additional Persons as Lender, each Lender's minimum commitment shall be the greater of (a) CA\$10,000, and (b) an amount equal to the *pro rata* percentage of Debentures (as defined in the Debenture Indenture) held by

each Lender. In the event of oversubscription, the commitments of each Lender will be reduced to their *pro rata* percentage, or as otherwise may be agreed to by the Lender.

2. The above table excludes the Extension Fee of CA\$100,000 set out in Clause 4 of this agreement which will be allocated to the Lenders pro rata to the amounts committed.

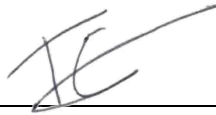
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THIS IS EXHIBIT "B" REFERRED TO IN THE

AFFIDAVIT OF JEREMY BUDD

SWORN

THE 18th DAY OF OCTOBER 2022

A handwritten signature in black ink, appearing to be the initials 'JB' with a long horizontal stroke extending to the right.

A Commissioner for taking affidavits, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) FRIDAY, THE 21ST
)
JUSTICE CAVANAGH) DAY OF OCTOBER, 2022
)

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 MPX
INTERNATIONAL CORPORATION, BIOCANNABIS PRODUCTS LTD., CANVEDA INC.,
THE CING-X CORPORATION, SPARTAN WELLNESS CORPORATION, MPXI ALBERTA
CORPORATION, MCLN INC., AND SALUS BIOPHARMA CORPORATION
(collectively, the "**Applicants**")

ORDER

(Stay Extension, DIP Amendment & Fee Approval)

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, *inter alia*, approving an extension of the Stay Period and certain related relief, was heard this day by Zoom videoconference.

ON READING the Notice of Motion of the Applicants, the affidavit of Jeremy Budd sworn October 13, 2022 (the "**October 13 Affidavit**"), the affidavit of Jeremy Budd sworn October 18, 2022 (the "**October 18 Affidavit**" and together with the October 13 Affidavit, the "**Budd Affidavits**"), the Third Report of KSV Restructuring Inc. dated October 17, 2022 (the "**Third Report**"), in its capacity as monitor of the Applicants (the "**Monitor**"), filed, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the DIP Lenders, and such other counsel as were present, no one else appearing although duly served as appears from the affidavits of service of Thomas Gray sworn October 13 and 18, 2022;

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 under the Amended and Restated Initial Order dated August 4, 2022 (the "**Amended and Restated Initial Order**") or the Budd Affidavits, as applicable.

EXTENSION OF THE STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period be and is hereby extended until and including December 16, 2022.

DIP AMENDMENT

4. **THIS COURT ORDERS** that the execution by the Applicants of the DIP Amendment, a copy of which is attached as Exhibit "A" to the October 18 Affidavit, is hereby authorized and approved, and the Applicants are hereby authorized and empowered to borrow up to an additional \$450,000 (\$3,120,000 in the aggregate) (plus fees, interest and costs) pursuant to the DIP Term Sheet as amended by the DIP Amendment.
5. **THIS COURT ORDERS** that:
 - (a) paragraphs 33 to 38 of the Amended and Restated Initial Order shall apply to the DIP Term Sheet as amended by the DIP Amendment and all references to the DIP Term Sheet contained in the Amended and Restated Initial Order shall be deemed to be references to the DIP Term Sheet as amended by the DIP Amendment;
 - (b) the DIP Lenders' Charge shall secure all amounts owing by the Applicants to the DIP Lenders under the DIP Term Sheet and the Definitive Documents as amended by the DIP Amendment; and

- (c) for greater certainty, paragraphs 33, 36 and 39 of the Amended and Restated Initial Order are hereby amended to replace the references to "\$2,670,000" with "\$3,120,000".

APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES

6. **THIS COURT ORDERS** that the Prior Reports and the Third Report, and the activities of the Monitor and its counsel referred to therein be and are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

7. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and the Monitor's legal counsel, Aird & Berlis LLP ("**A&B**"), as set out in the Third Report and as more particularized within the fee affidavits of the Monitor and A&B included within the Third Report, be and are hereby approved.

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Switzerland, South Africa, Malta, Australia, Lesotho, Thailand or any other country, 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, the Monitor and their respective agents in carrying out the terms of this Order.

9. **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.

10. **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.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36*, AS AMENDED AND IN
THE MATTER OF MPX INTERNATIONAL CORPORATION, BIOCANNABIS PRODUCTS LTD., CANVEDA INC., THE
CING-X CORPORATION, SPARTAN WELLNESS CORPORATION, MPXI ALBERTA CORPORATION, MCLN INC., AND
SALUS BIOPHARMA CORPORATION**

Court File No.: CV-22-00684542-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings Commenced in Toronto

ORDER
(Stay Extension, DIP Amendment
& Fee Approval)

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Lawyers for the Applicants

**THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF JEREMY BUDD
SWORN
THE 18th DAY OF OCTOBER 2022**

A handwritten signature in black ink, appearing to be the initials 'JE' with a long horizontal stroke extending to the right.

A Commissioner for taking affidavits, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) FRIDAY, THE 21st
)
JUSTICE CAVANAGH) DAY OF OCTOBER, 2022

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 MPX
INTERNATIONAL CORPORATION, BIOCANNABIS PRODUCTS LTD., CANVEDA INC.,
THE CING-X CORPORATION, SPARTAN WELLNESS CORPORATION, MPXI ALBERTA
CORPORATION, MCLN INC., AND SALUS BIOPHARMA CORPORATION
(collectively, the "**Applicants**")

ORDER

(Stay Extension, DIP Amendment & Fee Approval)

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, *inter alia*, approving an extension of the Stay Period and certain related relief, was heard this day by Zoom videoconference.

ON READING the Notice of Motion of the Applicants, the affidavit of Jeremy Budd sworn October 13, 2022 (the "Budd October 13 Affidavit"), the affidavit of Jeremy Budd sworn October 18, 2022 (the "October 18 Affidavit" and together with the October 13 Affidavit, the "Budd Affidavits"), the Third Report of KSV Restructuring Inc. dated October 17, 2022 (the "**Third Report**"), in its capacity as monitor of the Applicants (the "**Monitor**"), filed, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the DIP Lenders, and such other counsel as were present, no one else appearing although duly served as appears from the affidavits of service of Thomas Gray sworn October 13 and 18, 2022;

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 under the Amended and Restated Initial Order dated August 4, 2022 (the "Amended and Restated Initial Order") or the Budd Affidavits, as applicable.

EXTENSION OF THE STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period be and is hereby extended until and including December 16, 2022.

DIP AMENDMENT

4. THIS COURT ORDERS that the execution by the Applicants of the DIP Amendment, a copy of which is attached as Exhibit "A" to the October 18 Affidavit, is hereby authorized and approved, and the Applicants are hereby authorized and empowered to borrow up to an additional \$450,000 (\$3,120,000 in the aggregate) (plus fees, interest and costs) pursuant to the DIP Term Sheet as amended by the DIP Amendment.

5. THIS COURT ORDERS that:

- (a) paragraphs 33 to 38 of the Amended and Restated Initial Order shall apply to the DIP Term Sheet as amended by the DIP Amendment and all references to the DIP Term Sheet contained in the Amended and Restated Initial Order shall be deemed to be references to the DIP Term Sheet as amended by the DIP Amendment;
- (b) the DIP Lenders' Charge shall secure all amounts owing by the Applicants to the DIP Lenders under the DIP Term Sheet and the Definitive Documents as amended by the DIP Amendment; and

(c) for greater certainty, paragraphs 33, 36 and 39 of the Amended and Restated Initial Order are hereby amended to replace the references to "\$2,670,000" with "\$3,120,000".

APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES

6. ~~4.~~ **THIS COURT ORDERS** that the Prior Reports and the Third Report, and the activities of the Monitor and its counsel referred to therein be and are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

7. ~~5.~~ **THIS COURT ORDERS** that the fees and disbursements of the Monitor and the Monitor's legal counsel, Aird & Berlis LLP ("A&B"), as set out in the Third Report and as more particularized within the fee affidavits of the Monitor and A&B included within the Third Report, be and are hereby approved.

8. ~~6.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Switzerland, South Africa, Malta, Australia, Lesotho, Thailand or any other country, 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, the Monitor and their respective agents in carrying out the terms of this Order.

9. ~~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.

| 10. ~~8.~~ **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.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36*, AS AMENDED AND IN THE MATTER OF MPX INTERNATIONAL CORPORATION, BIOCANNABIS PRODUCTS LTD., CANVEDA INC., THE CING-X CORPORATION, SPARTAN WELLNESS CORPORATION, MPXI ALBERTA CORPORATION, MCLN INC., AND SALUS BIOPHARMA CORPORATION

Court File No.: CV-22-00684542-00CL

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SUPERIOR COURT OF JUSTICE
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AFFIDAVIT OF JEREMY BUDD
(Sworn October 18, 2022)

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