Court File No. BK-26-03389454-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 28th DAY
	)	
JUSTICE W.D. BLACK	)	OF JULY, 2026

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC., GOOD NATURED PRODUCTS PACKAGING CANADA GP INC., GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC., GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP, GOOD NATURED PRODUCTS PACKAGING BRAMPTON LP, GOOD NATURED PRODUCTS PACKAGING CANADA LP and GOOD NATURED REAL ESTATE HOLDINGS (ONTARIO) INC.

ORDER
(Asset Approval and Vesting Order)

THIS MOTION, made by Good Natured Products Industrial Canada LP, Good Natured Products Industrial Canada GP Inc., Good Natured Products Packaging Brampton LP ("**Brampton LP**"), Good Natured Products Packaging Brampton GP Inc. ("**Brampton GP**"), Good Natured Products Packaging Canada LP, Good Natured Products Packaging Canada GP Inc., Good Natured Real Estate Holdings (Ontario) Inc. ("**Ontario RE**") (collectively, the "**Debtors**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the "**BIA**"), for an order, *inter alia*, (i) approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the “**APA**”) between Brampton LP, by its general partner, Brampton GP, as vendor (the “**Vendor**”), and Jones Healthcare Group – Thermoforming Inc., as assignee of Jones Healthcare Group, Inc., as purchaser (the "**Purchaser**"), substantially in the form attached as Confidential Appendix “1” to the Confidential Appendix Brief dated July 24, 2026; and (ii) vesting in the Purchaser all of the Vendor’s right, title and interest in and to the purchased assets as described in the APA (the “**Purchased Assets**”), was heard this day by video conference at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Debtors dated July 20, 2026, the first report of TDB Restructuring Limited in its capacity as proposal trustee of the Debtors (in such capacity, the "**Proposal Trustee**") dated July 20, 2026 (the "**First Report**") and the supplementary report of the Proposal Trustee dated July 24, 2026 (“**Supplementary Report**”), and on hearing the submissions of counsel for the Debtors and counsel for the Purchaser, and no one else appearing for any other person on the service list, although properly served as it appears from the affidavit of service of Shallon Garrafa sworn on July 20, 2026 and July 24, 2026 filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record of the Debtors dated July 20, 2026, the First Report and the Supplementary Report are 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 Asset Approval and Vesting Order and not otherwise defined herein shall have the meaning ascribed to them under the APA, the First Report or the Supplementary Report, as applicable.

APPROVAL OF THE TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the APA is hereby authorized and approved, with such minor amendments as the Vendor, in consultation with the Proposal Trustee, may deem necessary with the consent of the Purchaser. The Vendor, in consultation with the Proposal Trustee, 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 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 Vendor, the Proposal Trustee and the Purchaser to proceed with the Transaction and that no director, shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS** that upon the delivery of the Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets described in the APA shall vest absolutely in the Purchaser, free and clear of and from any and 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 (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or similar legislation in any province and as registered in any other personal property

registry system in any province (all of which are referred to as the "**Encumbrances**"). For greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court and serve on the service list a copy of the Proposal Trustee's Certificate, forthwith after delivery thereof in connection with the Transaction.

8. **THIS COURT ORDERS** that the Proposal Trustee may rely on written notice from the Vendor and the Purchaser, or their respective counsel, regarding the satisfaction or waiver of conditions to closing under the APA and shall have no liability with respect to the delivery of the Proposal Trustee's Certificate.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Vendor and the Proposal Trustee, and their respective representatives, are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees, including personal information of those employees. The

Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor.

10. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Vendor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other jurisdiction, to give effect to this Order and to assist the Debtors,

the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Debtors and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

Schedule "A"

Form of Proposal Trustee's Certificate

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AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF GOOD NATURED PRODUCTS PACKAGING BRAMPTON GP INC., GOOD NATURED PRODUCTS PACKAGING CANADA GP INC., GOOD NATURED PRODUCTS INDUSTRIAL CANADA GP INC., GOOD NATURED PRODUCTS INDUSTRIAL CANADA LP, GOOD NATURED PRODUCTS PACKAGING BRAMPTON LP, GOOD NATURED PRODUCTS PACKAGING CANADA LP and GOOD NATURED REAL ESTATE HOLDINGS (ONTARIO) INC.

PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

A. On June 22, 2026 (the "**Filing Date**"), Good Natured Products Industrial Canada LP, Good Natured Products Industrial Canada GP Inc., Good Natured Products Packaging Brampton LP ("**Brampton LP**"), Good Natured Products Packaging Brampton GP Inc. ("**Brampton GP**"), Good Natured Products Packaging Canada LP and Good Natured Products Packaging Canada GP Inc. (collectively, the "**Initial Debtors**") each filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). On July 10, 2026, Good Natured Real Estate Holdings (Ontario) Inc. ("**Ontario RE**" and, together with the Initial Debtors, the "**Debtors**") also filed a NOI pursuant to section 50.4(1) of the BIA (collectively, the "**NOI Proceedings**").

B. TDB Restructuring Limited was appointed as proposal trustee (in such capacity, the "**Proposal Trustee**") in the NOI Proceedings.

C. Brampton LP, by its general partner, Brampton GP, as vendor (the "**Vendor**"), and Jones Healthcare Group – Thermoforming Inc., as assignee of Jones Healthcare Group, Inc. (the "**Purchaser**") entered into an asset purchase agreement, substantially in the form attached as Confidential Appendix "1" to the Confidential Appendix Brief dated July 24, 2026; (the "**APA**").

D. Pursuant to the Asset Approval and Vesting Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated July 28, 2026, the Court approved the transaction (the "**Transaction**") contemplated by the APA and ordered that all of the Vendor's right, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in the Purchaser free and clear of all Claims and Encumbrances, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser and Vendor of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to closing as set out in the APA have been satisfied or waived by the Vendor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

E. Capitalized terms used and not otherwise defined herein have the meanings set out in the APA or the Asset Approval and Vesting Order, as applicable.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid the Purchase Price in accordance with the APA;

2. The Proposal Trustee has received written confirmation from the Vendor and the Purchaser that all conditions to closing have been satisfied or waived by the Vendor or the Purchaser, as applicable; and

3. The Transaction has been completed to the satisfaction of the Proposal Trustee.

This Certificate was delivered by the Proposal Trustee at ________ on _______ 2026.

TDB Restructuring Limited, in its capacity as Proposal Trustee of the Debtors, and not in its personal capacity

____

Name:

Title:

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(COMMERCIAL LIST)
Proceeding Commenced at
Toronto

ASSET APPROVAL AND VESTING ORDER

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