

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

THE HONOURABLE	)	TUESDAY, THE 28 TH 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
(Real Property 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, Good Natured Products Packaging Brampton GP Inc., 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 agreement of purchase and sale (the “**APS**”) between Ontario RE, as vendor (the “**Vendor**”), and Jones Healthcare Group, Inc. (“**Jones**”), or its permitted assignee, as purchaser (the “**Purchaser**”) substantially in the form attached as

Confidential Appendix “2” to the Confidential Appendix Brief dated July 24, 2026 (“**Confidential Brief**”), pursuant to which the Vendor agreed to sell its right, title and interest in and to the real property municipally described as 5 Abacus Road, Brampton, Ontario and legally described in **Schedule “A”** attached hereto, including the Building (as defined in the APS) (collectively, the “**Real Property**”); (ii) approving the lease, substantially in the form attached as Confidential Appendix “3” to the Confidential Brief, between the Vendor, as landlord, and the Purchaser, as tenant (the “**Lease**”), to govern the Purchaser's occupancy of the Real Property pending Closing of the APS; and (iii) vesting in the Purchaser all of the Vendor’s right, title and interest in and to the Real Property, 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 Real Property Approval and Vesting Order and not otherwise defined herein shall have the meaning ascribed to them under the APS, 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 APS 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 "B"** hereto (the "**Proposal Trustee Certificate**"), and upon registration of a certified copy of this Order against title to the Real Property described in **Schedule "A"**, all of the Vendor's right, title and interest in and to the Real Property shall vest absolutely in the Purchaser, subject only to the Permitted Encumbrances (as defined in the APS) and otherwise 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, judgments, writs of execution, notices of sale, restrictions, adverse claims, options, rights of first refusal, interests, licences, encroachments (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**”), and all such Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.

6. **THIS COURT ORDERS** that the Land Registrar shall vest title as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against the Vendor, either before or after the date of this Order.

7. **THIS COURT ORDERS** that, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, and that, from and after the delivery of the Proposal Trustee's Certificate, all Claims and Encumbrances, other than the Permitted Encumbrances (as defined in the APS) shall attach to the net proceeds from the sale of the Real Property with the same nature and priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the Vendor.

8. **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.

9. **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 APS and shall have no liability with respect to the delivery of the Proposal Trustee's Certificate.

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 Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Ontario RE shall not be void or voidable by creditors of Ontario RE, nor shall it constitute or 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.

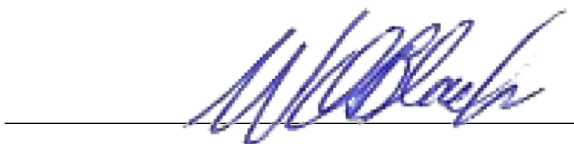
APPROVAL OF LEASE

11. **THIS COURT ORDERS** that the execution, delivery and performance by the Vendor and the Purchaser of the Lease are hereby authorized and approved, and the Vendor and the Purchaser

are each authorized and directed to enter into, perform and comply with their respective obligations under the Lease pending completion of the Transaction contemplated by the APS.

GENERAL

12. **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”

LEGAL DESCRIPTION OF THE REAL PROPERTY

PIN 14021-0094 (LT)

PCL 8-1, SEC 43M772, LT 8, PL 43M772; BRAMPTON

Schedule “B”

Form of Proposal Trustee’s Certificate

Court File No. BK-26-03389454-0032

**ONTARIO
SUPERIOR COURT OF JUSTICE
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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. Good Natured Real Estate Holdings (Ontario) Inc., as vendor (the “**Vendor**”), and Jones Healthcare Group, Inc. (“**Jones**”), as purchaser (the “**Purchaser**”) entered into an agreement of purchase and sale (the “**APS**”) substantially in the form attached as

Confidential Appendix “2” to the Confidential Appendix Brief dated July 24, 2026, pursuant to which the Vendor agreed to sell its right, title and interest in and to the real property municipally described as 5 Abacus Road, Brampton, Ontario, including the Building (as defined in the APS) (collectively, the “**Real Property**”).

- D. Pursuant to the Real Property 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 APS and ordered that all of the Vendor’s right, title and interest in and to the Real Property shall vest absolutely in the Purchaser, subject only to the Permitted Encumbrances and otherwise free and clear of all Claims and Encumbrances, with such vesting to become effective upon the delivery by the Proposal Trustee to the Purchaser and the Vendor of a certificate confirming: (i) the Purchaser has paid the Purchase Price for the Real Property; (ii) the conditions to closing set out in the APS 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 APS or the Real Property Approval and Vesting Order, as applicable.

THE PROPOSAL TRUSTEE CERTIFIES the following:

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

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF GOOD
NATURED PRODUCTS INDUSTRIAL CANADA LP, et al.

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

Proceeding Commenced at
Toronto

**REAL PROPERTY APPROVAL AND VESTING
ORDER**

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 6600
P.O. Box 1011
Toronto ON M5H 3S1

Larry Ellis (LSO#: 49313K)

lellis@millerthomson.com
Tel: 416.595.8639

David Ward (LSO#: 33541W)

dward@millerthomson.com
Tel: 416.595.8625

Matthew Cressatti (LSO#: 77944T)

mcressatti@millerthomson.com
Tel: 416.597.4311

Mryam Sarkis (LSO#: 88660C)

msarkis@millerthomson.com
Tel: 416.597.6001

Lawyers for the Debtors